

**IN THE CIRCUIT COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT IN  
AND FOR MIAMI-DADE COUNTY, FLORIDA**

**CASE NO. 07-43672 (CA 09)**

STATE OF FLORIDA, OFFICE OF FINANCIAL  
REGULATION,

Plaintiff,

v.

BERMAN MORTGAGE CORPORATION,  
a Florida corporation, M.A.M.C. INCORPORATED,  
a Florida corporation, DANA J. BERMAN,  
as Owner and Managing Member,

Defendants.

and

DB ATLANTA, LLC, a Florida limited liability  
company, et al.,

Relief Defendants.

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**RECEIVER'S MOTION FOR AUTHORIZATION TO ENTER INTO  
AN EXCLUSIVE LISTING AGREEMENT WITH  
DEBRA ANN WORLEY REALTY, INC. TO MARKET AND SELL  
MAMC PROJECT MANAGERS, LLC'S PROPERTY NUNC PRO TUNC**

Michael I. Goldberg, the receiver ("Receiver") of Defendants Berman Mortgage Corporation ("BMC"), M.A.M.C. Incorporated ("MAMC") and Relief Defendants DB Atlanta, LLC, *et al.*, hereby files this *Motion for Authorization to Enter into an Exclusive Listing Agreement with Debra Ann Worley Realty, Inc. to Market and Sell MAMC Project Managers LLC's Property, Nunc Pro Tunc* (the "Motion"). In support of this Motion, the Receiver states:

1. During the real estate boom in the mid-2000's, BMC invested in 100 real estate projects and vacant properties, using \$192 million in funds loaned from approximately 640 individual investors ("Lenders"). The loans were secured by the properties.

2. MAMC serviced the loans pursuant to servicing agreements entered into between the individual Lenders and MAMC. Initially, MAMC serviced about 104 mortgage loans.

3. On December 11, 2007, upon the plaintiff's motion for temporary and permanent injunction and for appointment of a receiver, this Court ("Receivership Court") appointed Michael Goldberg as the receiver for Berman Mortgage, MAMC and the Relief Defendants (collectively, the "Receivership Defendants") to prevent the waste and dissipation of the Receivership Defendants' assets to the detriment of the Lenders.

4. Certain of the Lenders loaned money to Project Managers Group, LLC ("Project Managers Borrowers") for the purchase of real property located in Highlands County, Florida ("Highlands Property").

5. In 2008, upon default by the Project Managers Borrowers, MAMC commenced a foreclosure suit in Highlands County, Florida, Case No. 08-927-GCS, against the Project Managers Borrowers and other parties who had an interest in the Highlands Property.

6. Final Summary Judgment was entered on January 20, 2008 in favor of MAMC. After a foreclosure sale, the Clerk of the Court for Highlands County issued a Certificate of Title in the name of MAMC Project Managers Group, LLC ("MAMC PMG"), dated March 5, 2009.

7. The Highlands Property is currently managed by MAMC. Upon motion of the Receiver, on February 1, 2012, this Court entered an Order expanding the Receivership Defendants to include MAMC PMG.

8. The Receiver now seeks authority from the Receivership Court to enter into an Exclusive Right of Sale Agreement (the "Agreement") with Debra Ann Worley Realty, Inc., (the "Broker"), to market and sell the Highlands Property.

9. The Agreement is for a duration of six months and is effective as of November 21, 2014. Accordingly, the Receiver seeks entry of the Order *nunc pro tunc* to November 21, 2014. A true and correct copy of the Agreement is attached hereto as Exhibit 1.

10. The Receiver is authorized to enter into agreements and take such action as he deems advisable or proper for the marshaling, maintenance or preservation of the Receivership Assets. *See* Receivership Order at ¶ 17.

11. The Receiver has consulted with the lender committee for this project<sup>1</sup>, who have advised the Receiver that they approve his entering into the Agreement on behalf of the project.

12. Notice of this Motion shall be provided by posting a copy (and the Notice of Hearing) on the Receivership website and sending a copy to the Lenders via e-mail.

**WHEREFORE**, Michael I. Goldberg, in his capacity as Receiver of BMC and related entities, respectfully request this Court to enter an Order authorizing the Receiver to enter into the agreement described herein and to grant such further relief as is just and proper.

Respectfully submitted,

**AKERMAN LLP**

*Counsel for the Receiver*

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By: /s/ Joan Levit

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<sup>1</sup> At the outset of the receivership, the Receiver set up committees comprised of lenders for each loan and one overall committee made up of at least one lender from each loan ("Executive Committee") to advise the Receiver.

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on this 30<sup>th</sup> day of January, 2015, a true and correct copy of the motion was furnished via U.S. Mail to the parties on the attached Service List. A copy of the motion (and the Notice of Hearing) will also be posted on the receivership website.

By: \_\_\_\_\_  
Joan M. Levit

**SERVICE LIST**

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**EXHIBIT 1**

## EXCLUSIVE RIGHT OF SALE

In consideration of One Dollar (\$1.00) paid by Debra Ann Worley Realty, Inc., hereinafter referred to as Broker, to

**Owner: MAMC Project Managers Cay, LLC**  
**c/o Michael I. Goldberg, Reciever**  
**350 E. Las Olas Blvd., #1600**  
**Ft. Lauderdale, FL 33301**

### CONTACT

**Tony Valencia, Asset Manager**  
**786-309-6966**

and is hereby acknowledged, and in further consideration of Broker's agreement to list the property belonging to owner described as:

### Legal Description Attached

Owner hereby grants to Broker an Exclusive Right of Sale on subject property for a period beginning on **November 21, 2014** and expiring on **May 21, 2015**. Broker agrees to advertise subject property in such a manner as Broker may deem advisable and to use its best efforts to secure a purchaser, and to cooperate with other Brokers. This agreement may be continued by a written agreement signed by both Parties. During the term, the Broker has the exclusive right and authority to find a purchaser for the above described property at the price and upon the terms hereinafter set forth, or at any other price and terms acceptable to the Owner.

In the event Broker secures a purchaser for the property, the usual and customary practice for the examination of title, curing defects of title and for closing the transaction shall apply. Owner agrees to execute and deliver to the purchaser a good and sufficient special warranty deed, free and clear of all liens and encumbrances except those which the purchaser shall assume as part of the purchase price and which are specifically detailed in the purchase contract.

Owner grants the exclusive right to install a "For Sale" sign on the property and further agrees to refer to Broker all inquiries which Owner may receive during the continuance of this agency.

Broker will proceed with the marketing plan provided by Broker and attached to this agreement. Including but not limited to, installing 4 x 8 "For Sale" signs with a diagram outlining the lots being sold. The signs shall be installed on or close to the location indicated by the attached aerial map.

In addition, Broker shall submit a monthly written status report to MAMC Project Managers Cay, LLC. The status report shall include the progress on the marketing plan, a summary of the discussions with interested parties, and any other relevant information.

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For finding a purchaser ready, willing and able to purchase the above property at closing, Owner agrees to pay Broker a commission of 6% of the purchase price, if, and only if, closing occurs.

Said commission is payable whether the purchaser be secured by listing Broker, or any other Broker. A commission is payable if the property is contracted on within six months from the termination of this agency to a prospective purchaser to whom it was submitted by Broker, or a cooperating Broker, and whose name has been disclosed to the Owner, in writing, within 10 days from written notice of termination or expiration of the term. The list of prospective purchasers shall only include and be applicable to any prospective purchaser with whom there was a meaningful exchange conducted in writing or through negotiations and does not include parties to whom submission was made which did not result in meaningful negotiations.

### **Co-Broker Compensation**

Seller's Broker is to cooperate with all other brokers except when not in Seller's best interest. Seller's Broker shall split the 6% commission 50/50 with Co-Broker. Total commission must not exceed 6%.

The price for which this property is to be sold is **\$2,100,000**

If either Party is required to institute legal action against the other Party relating to this Agreement, the Prevailing Party shall be entitled to recover its reasonable attorney's fees and costs.

### **Indemnification Agreement**

Broker agrees to indemnify and hold harmless Michael I. Goldberg, Receiver for BMC/MAMC, Inc., MAMC Project Managers Cay, LLC (Seller), their agents, owners, employees, assignees and any and all persons or entities related from and against any and all claims, demands, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Broker on owner's behalf with any Broker or finder in connection with the transaction herein contemplated, or any party claiming by, through or under Broker.

Owner agrees to disclose to Broker and to prospective purchasers any action taken to enforce or recover damages for the breach of any provision of this Agreement.

This Agreement may be executed in counterparts, each of which counterparts shall constitute an original and all of which together shall constitute one and the same instrument. If any provision of this Agreement is held or rendered illegal or unenforceable, it shall be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall remain in force and bind the Parties as though the illegal or unenforceable provision had never been included in this Agreement. This Agreement sets forth the entire Agreement between Broker and Owner regarding the subject matter hereof. This Agreement may not be modified except by agreement in writing executed by Broker and Owner. This Agreement shall be construed in accordance with and governed by the laws of the State of ~~Mississippi~~ Florida

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This property is offered without respect to race, color, creed or national origin.

IN WITNESS WHEREOF, the Owner has executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Signed, sealed and delivered in the presence of:

MAMC Project Managers Cay, LLC, a Florida  
Limited liability company

By: \_\_\_\_\_  
Michael I. Goldgerg, as Receiver for MAMC Project Managers Cay, LLC

**THIS AGREEMENT IS CONTINGENT UPON COURT APPROVAL.**

DERBA ANN WORLEY REALTY, INC.  
Broker DATE

Derba Ann Worley, Broker  
Signature

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