

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

STATE OF FLORIDA, OFFICE OF FINANCIAL
REGULATION,

CASE NO.: 07-43672 CA 09

Plaintiff,

v.

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

Defendant.

and,

DB ATLANTA, LLC, a Florida Limited Liability
Company, **DB DURHAM, LLC**, a Florida
Limited Liability Company, **NORMANDY
HOLDINGS II, LLC**, a Florida Limited Liability
Company, **NORMANDY HOLDINGS III, LLC**,
a Florida Limited Liability Company,
WATERSIDE ACQUISITIONS, LLC, a Florida
Limited Liability Company, **DBKN GULF
INCORPORATED**, a Florida Limited Liability
Company, **OCEANSIDE ACQUISITIONS,
LLC**, a Florida Limited Liability Company, **DB
BILOXI, LLC**, a Florida Limited Liability
Company, **DB BILOXI II, LLC**, a Florida
Limited Liability Company, **DB BILOXI III,
LLC**, a Florida Limited Liability Company, **DBDS
VERO BEACH, LLC**, a Florida Limited Liability
Company, **DB TAMPA, LLC**, a Florida Limited
Liability Company, **DB SIMPSONVILLE, LLC**,
a Florida Limited Liability Company, **DBDS
NORTH MIAMI, LLC**, a Florida Limited
Liability Company, **REDLANDS RANCH
HOLDINGS, LLC**, a Florida Limited Liability
Company, **DBDS BISCAYNE PARK, LLC**, a
Florida Limited Liability Company, **DB
CARROLL STREET, LLC**, a Florida Limited
Liability Company,

Relief Defendants.

ORDER APPROVING SETTLEMENT AGREEMENT BY AND BETWEEN DB BILOXI, LLC AND DB BILOXI, III, LLC AND LANDMARK AMERICAN INSURANCE COMPANY AND ENJOINING PARTIES FROM PROSECUTING CLAIMS AGAINST LANDMARK AMERICAN INSURANCE COMPANY

THIS CAUSE HAVING come on before the Court on April 29, 2008, upon (the "Motion") of Michael I. Goldberg, the Court Appointed Receiver (the "Receiver") for the Defendants and Relief Defendants, specifically, DB Biloxi, LLC and DB Biloxi, III, LLC (hereinafter collectively referred to as "Receivership Settling Parties"), for the entry an Order Approving the Settlement Agreement (the "Settlement Agreement"), the Receiver has entered into with Landmark American Insurance Company (Settling Party) and the entry of a Bar Order (the "Bar Order") preventing the Prosecution of any claims (as defined herein) by All Noticed Parties against the Settling Party, and the Court having reviewed the Motion and the Settlement Agreement, heard argument of counsel, finding good cause exists for the entry of the Bar Order, having heard the position of the Receiver, and having been otherwise duly advised in the premises, the Court makes the following findings:

1. The Court finds that the Settlement Agreement, a copy which is attached to the Motion is in the best interest of the Receivership Settling Parties.
2. The Court finds the notice of the motion has been provided to all parties who have filed a notice of appearance, and all Interested Parties in the Settlement Agreement (the Noticed Parties).
3. The Court finds that prior to the approval of the Motion and entry of this Bar Order, all of the noticed parties have had an opportunity to read the motion, which has been posted on the Receiver's website; federal expressed to all of the Investor Group, Potential Claimants and Interested Parties and relief requested therein has been adequately disclosed to the Noticed Parties in the Motion, that the noticed parties have had an opportunity to attend the hearing on approval of the Motion and provide the Court with their comments and/or objections.

4. The Court finds that the Bar Order is necessary and appropriate in order to achieve the finality and conclusion as contemplated as an essential term of the Settlement Agreement that good cause therefore exists for the entry of this Bar Order.

5. Accordingly, the terms of the Settlement Agreement and this Order are binding on the Receiver, the Settling Party and the Noticed Parties and shall enure to the benefit of the employees, agents, representatives, associated persons, predecessors in interest, successors in interest, heirs and assigns of the Receiver, the Settling Party and the Noticed Parties.

6. The Court has further been advised that the settlement funds have been paid into the trust account of the Receiver, as required by the Mediation Agreement.

It is therefore, **ORDERED AND ADJUDGED** that:

i. The Motion is hereby Granted, the Settlement Agreement is approved, ratified and its terms are incorporated herein, and Michael Goldberg is authorized to sign the Settlement Agreement.

ii. Pursuant to the Settlement Agreement, the Settling Party, and the Noticed Parties are permanently barred and enjoined from commencing, prosecuting or asserting either directly or in any other capacity, against the Settling Party, any and all liabilities, judgments, rights, claims, cross-claims, counter-claims, demands, suits, matters, obligations, damages, debt, losses, and causes of actions of any kind, and description, arising under common law rule, regulation or statute, whether arising under State or Federal Laws, whether personally known or unknown, that the noticed parties now have, ever had, or may claim to have in the future, arising out of, related to, or which was or could have been asserted against the Settling Party based upon, relating to or arising out of claims or potential claims against the Settling Party and the Noticed Party are barred from commencing, prosecuting, continued or otherwise asserting any claims against the Settling Party.

iii. In the event of any discrepancies or inconsistencies between the Settlement Agreement and the terms of this Order, the terms of the Settlement Agreement shall govern unless such term was specifically amended herein.

iv. The Court reserves jurisdiction to enforce and interpret the Settlement Agreement and enter any related order.

x. Court retains jurisdiction to adjudicate any matters arising from any Noticed Parties' actions in violation of this Bar Order.

DONE AND ORDERED in Chambers at Miami, Miami-Dade County, Florida, on this

24 day of April 2008



THOMAS WILSON, JR., CIRCUIT JUDGE

cc: All Counsel of Record
Posted to Receiver's website
Investor Group (via email)

THOMAS S. WILSON, JR.,
CIRCUIT COURT JUDGE

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