

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT, IN
AND FOR 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, **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.

**THE ORIGINAL FILED
ON JUL 18 2008
IN THE OFFICE OF
CIRCUIT COURT DADE CO. FL**

**MOTION TO AUTHORIZE RECEIVER TO EXECUTE
THE SECOND MODIFICATION OF NOTE, MORTGAGE AND**

BERGER SINGERMAN
attorneys at law

Boca Raton Fort Lauderdale Miami Tallahassee

RELATED LOAN DOCUMENTS ON BEHALF OF M.A.M.C INCORPORATED

Michael I. Goldberg, as State Court Appointed Receiver over Defendants Berman Mortgage Corporation, M.A.M.C. Incorporated, et al., and Relief Defendants DB Atlanta LLC, et al., (the "Receiver") by and through undersigned counsel, hereby files this Motion to Authorize Receiver to Sign the Second Modification of Note, Mortgage and Related Loan Documents on Behalf of M.A.M.C. Incorporated, and states:

The Receiver is Appointed Over M.A.M.C. Incorporated, the Loan Servicer for the Loan Between V-Strategic Group, LLC, and the Lenders

1. On December 11, 2007, this Court appointed Michael Goldberg to be the Receiver for the Defendants and the Relief Defendants. See Temporary Injunction and Agreed Order Appointing Receiver ("Receivership Order"), previously filed with the Court.

2. Among the Defendants is M.A.M.C Incorporated, a Loan servicer. M.A.M.C. Incorporated serviced a loan relating to a promissory note (the "Note") that was entered on December 21, 2005, between V-Strategic Group, LLC, a Florida limited liability company, ("Borrower") and Gerald R. Collins and those other lenders named in the mortgage (the "Lenders"). The Principal amount of that loan (the "Loan") was \$6,000,000 and it was secured by (a) that certain First Mortgage and Security Agreement (the "Mortgage") dated December 21, 2005 and recorded January 10, 2006 in Official Records Book 41242, Page 389, of the Public Records of Broward County, Florida, (b) that certain Assignment of Leases and Rentals (the "Assignment") dated December 21, 2005 and recorded January 10, 2006 in Official Records Book 41242, Page 400, of the Public Records of Broward County, Florida, and (c) that certain UCC-1 Financing Statement (the "UCC-1") recorded January 10, 2006 in Official Records Book 41242, Page 405, of the Public Records of Broward County, Florida. The Mortgage, Assignment, and UCC-1 are collectively referred to as the "Related Loan Documents."

3. On January 13, 2006, the Borrower and Lenders modified the Loan increasing the Loan amount to \$8,000,000.00, and accordingly amended the Note, the Mortgage and the Related Loan Documents. Notably, M.A.M.C. Incorporated continued to service the Loan.

4. Now the Borrower and Lenders seek to modify the Loan for a second time pursuant to the terms of the Second Modification of the Note, Mortgage and Related Loan Documents, and again, M.A.M.C. incorporated will continue to service the Loan. See Second Modification of the Note, Mortgage and Related Loan Documents, attached hereto as Exhibit "A."

5. Importantly, the Borrower and Lenders seek to modify the Loan pursuant to the Second Modification of the Note, Mortgage and Related Loan Documents only after having the Lenders form a committee to thoroughly consider whether foreclosure or forbearance was the best option. The Committee recommendation forbearance pursuant to the Second Modification of the Note, Mortgage and Related Loan Documents, and the Receiver has accepted and approves of the recommendations made by the Committee.

6. To finalize the Second Modification of the Note, Mortgage and Related Loan Documents, M.A.M.C. Incorporated must execute the Second Modification of the Note, Mortgage and Related Loan Documents.

**This Court Should Authorize the Execution of the
Second Modification of the Note, Mortgage and Related Loan Documents**

7. Pursuant to the Receivership Order, M.A.M.C. Incorporated is subject to the receivership. In fact, in the Receivership Order, Judge Wilson specifically states that all receivership assets, included M.A.M.C. Incorporated, are subject to the exclusive jurisdiction of Judge Wilson in the Circuit Court of the Eleventh Judicial Circuit, and such assets shall be under the exclusive control of the Receiver:

The Court hereby takes exclusive jurisdiction and possession of the assets of the Defendants, Berman Mortgage, M.A.M.C., and Relief Defendants, the "Receivership Assets", which includes, but are not limited to: files, records, documents, leases, mortgages, investments, contracts, effects, lands, agreements, judgments, bank accounts, books of accounts, rents, goods, chattels, rights, credit claims, both asserted and unasserted, pending court actions and appeals, files and documents in the possession of attorneys and accountants of all of the Defendants and Relief Defendants, all other property, business offices, computers, servers, electronic data storage units, offsite storage locations, safety deposit boxes, monies, securities, choses in action, and properties, real and person, tangible and intangible, of whatever kind and description, wherever situation of the Defendants ... and Relief Defendants. The Receiver shall retain custody and control of all of the foregoing pursuant to the terms of this Agreed Order.

Receivership Order, ¶ 3 (emphasis added). *See also*, Receivership Order, ¶ 13 ("Michael I. Goldberg ... is appointed receiver for ... M.A.M.C. Incorporated").

8. Therefore, the Receiver is the only vehicle by which M.A.M.C Incorporated can act. Indeed, this Court has already explicitly authorized the Receiver to conduct business, and execute contracts, instruments and other agreements on behalf the Receivership Defendants and the entities controlled by the Receivership Defendants, like M.A.M.C. Incorporated:

The Receiver is further authorized to ... execute, deliver, file and record such contracts, instruments, releases, indentures, certificates, and other agreements and documents, and to take such action as he deems advisable or proper for the marshalling, maintenance or preservation of the Receivership Assets. From and after the date of the entry of this Order, the Receiver shall have the authority to conduct the business operations of the Receivership Defendants and any entity it controls[.]

Receivership Order, ¶17. (emphasis added).

9. Therefore, via this Motion, the Receiver seeks to exercise its control over M.A.M.C. Incorporated, and its authority to execute the Second Modification of Note, Mortgage and Related Loan Documents, as dictated by the Receivership Order issued by this Court.

WHEREFORE, the Receiver, on behalf of Receivership Defendant M.A.M.C. Incorporated, respectfully requests that this Court grant this Motion to Authorize Receiver to

Execute the Second Modification of Note, Mortgage and Related Loan Documents required to modify the Loan, and for such other and additional relief as the Court deems just and proper.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by Electronic Mail and U.S. Mail on this 18th day of July 2008, to: **Cristina Saenz**, Assistant General Counsel, STATE OF FLORIDA, OFFICE OF FINANCIAL REGULATION, 401 N.W. 2nd Avenue, Suite N-708, Miami, Florida 33128; to **Alan M. Sandler, Esquire**, Counsel for Defendants, *Joel and Deborah Sokol, Darlene Levasser, Robert Dzimidas IRA, Lawrence Meyer IRA, Lawrence Meyer Roth IRA and Mary Joe Meyer SD IRA and Mary Joe Meyer Roth IRA*, of SANDLER & SANDLER, 117 Aragon Avenue, Coral Gables, Florida 33134; to **Allan A. Joseph, Esquire**, Counsel for *The Amid Companies and Amedia Family Investors*, DAVID AND JOSEPH, P.L., 1001 Brickell Avenue, Suite 2002, Miami, Florida 33131; to **Richard R. Robles, Esquire**, LAW OFFICES OF RICHARD ROBLES, P.A., Counsel for *the Four Ambassadors Association, Inc.*, 905 Brickell Bay Drive, Tower II, Mezzanine, Suite 228, Miami, Florida 33131; to **Daniel Kaplan, Esquire**, Counsel for *Deborah A. Berman*, at the LAW OFFICES OF DANIEL KAPLAN, P.A., Turnberry Plaza, Suite 600, 2875 N.E. 191st Street, Aventura, Florida 33180; to **Howard N. Kahn, Esquire**, Attorneys for *Intervenor, Ira Sukoff*, KAHN, CHENKIN & RESNIK, P.L., 1815 Griffin Road, Suite 207, Dania, Florida 33304; to **Charles Pickett, Esquire and Linda Dickhaus Agnant, Esquire**, Attorneys for *Johns Manville*, CASEY CIKLIN LUBITZ MARTENS & O'CONNELL, P.A., 515 North Flagler Drive, Suite 1900, West Palm Beach, Florida 33401; to **Helen Schwartz Romañez, Esquire**, Attorneys for *Turnberry Bank*, The Romañez Law Firm, 255 Alhambra Circle, Suite 850, Coral Gables, Florida 33134; to **Charles W. Throckmorton, Esquire**, Attorneys for *Dana Berman*, KOZYAK TROPIN THROCKMORTON, P.A., 2525 Ponce de

Leon Boulevard, 9th Floor, Coral Gables, Florida 33134; to **James S. Telepman, Esquire**, *Attorneys for Jericho All-Weather Opportunity Fund, LP*, COHEN, NORRIS, SCHERER, WEINBERGER & WOLMER, 712 U.S. Highway One, Suite 400, North Palm Beach, Florida 33408-7146; to **Allen P. Pegg, Esquire**, *Counsel for Ibox Cheoah I, LLC*, at MURAI, WALD, BIONDO, MORENO & BROCHIN, P.A., Two Alhambra Plaza, Penthouse 1B, Coral Gables, Florida 33134; to **J. Andrew Baldwin, Esquire**, *Attorneys for Regions Bank*, THE SOLOMON LAW GROUP, P.A., 1881 West Kennedy Boulevard, Tampa, Florida 33606-1606; to **Rey Hicks and Javier Castillo** of COMPLETE PROPERTY MANAGEMENT, at Post Office Box 402507, Miami Beach, Florida 33140; and to **Daren Schwartz**, BERMAN MORTGAGE CORPORATION D/B/A M.A.M.C., INC., at 402 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133.

Respectfully submitted,

BERGER SINGERMAN
Attorneys for the Receiver, Michael I. Goldberg
1000 Wachovia Financial Centre
200 South Biscayne Boulevard
Miami, Florida 33131
Telephone: (305) 755-9500
Facsimile: (305) 714-4340

By: 

JAMES D. GASSENHEIMER
Florida Bar No. 959987

1176288-1
1186368-1 (final)

After Recording Return To:
Santiago Eljaiek III, Esq.
Cibran Eljaiek & Lopez, P.L.
2601 South Bayshore Drive, Suite 700
Coconut Grove, Florida 33133

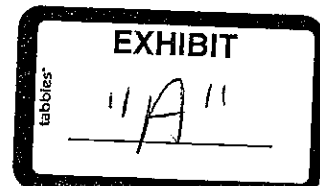
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DOCUMENTARY STAMPS AND INTANGIBLE TAXES IN THE AMOUNT REQUIRED BY LAW WERE AFFIXED TO OR PROOF OF PAYMENT NOTED ON THE FIRST MORTGAGE AND SECURITY AGREEMENT RECORDED AT OFFICIAL RECORDS BOOK 41242, PAGE 389 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SECURING INDEBTEDNESS EVIDENCED BY A PROMISSORY NOTE DATED DECEMBER 21, 2005 IN THE ORIGINAL PRINCIPAL SUM OF \$6,000,000.00. FURTHERMORE, DOCUMENTARY STAMPS AND INTANGIBLE TAXES IN THE AMOUNT REQUIRED BY LAW WERE AFFIXED TO OR PROOF OF PAYMENT NOTED ON THE FIRST NOTICE OF FUTURE ADVANCE; MODIFICATION OF NOTE, MORTGAGE AND RELATED LOAN DOCUMENTS RECORDED AT OFFICIAL RECORDS BOOK 41337, PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SECURING ADDITIONAL INDEBTEDNESS IN THE PRINCIPAL SUM OF \$2,000,000.00. THE FURTHER SUM OF \$911,997.09 HAS BEEN ADVANCED HEREUNDER, AND DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$ _____ AND INTANGIBLE TAX IN THE AMOUNT OF \$ _____ IS BEING REMITTED HEREWITH.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$8,911,997.09, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE LENDERS UNDER THE TERMS OF THIS MORTGAGE.

SECOND MODIFICATION OF NOTE, MORTGAGE AND RELATED LOAN DOCUMENTS

THIS SECOND MODIFICATION OF NOTE, MORTGAGE AND RELATED LOAN DOCUMENTS (this "Second Modification" or "Agreement") is made and entered into this 30th day of June, 2008, but effective as and from June 1, 2008 (the "Effective Date") by and among V - Strategic Group, LLC, a Florida limited liability company (hereinafter referred to as "Borrower"), whose address is 848 Brickell Avenue, Suite 1210, Miami, Florida 33131, and Gerald R. Collins and those other lenders named in the Original Mortgage (as defined herein). (hereinafter collectively referred to as "Lenders"), by and through their servicing agent and attorney in fact, Michael Goldberg, Receiver of M.A.M.C. Incorporated, a Florida corporation, as successor in interest to Berman Mortgage Corporation d/b/a BMC Loan Servicing, whose address is 402 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133.



WITNESSETH

WHEREAS, on December 21, 2005, Borrower executed and delivered in favor of Lenders that certain Promissory Note (the "Original Note") in the original principal amount of \$6,000,000.00 (the "Original Loan"), which Original Note was secured by (a) that certain First Mortgage and Security Agreement (the "Original Mortgage") dated December 21, 2005 and recorded January 10, 2006 in Official Records Book 41242, Page 389, of the Public Records of Broward County, Florida, (b) that certain Assignment of Leases and Rentals (the "Original Assignment") dated December 21, 2005 and recorded January 10, 2006 in Official Records Book 41242, Page 400, of the Public Records of Broward County, Florida, and (c) that certain UCC-1 Financing Statement (the "Original UCC-1") recorded January 10, 2006 in Official Records Book 41242, Page 405, of the Public Records of Broward County, Florida;

WHEREAS, on January 13, 2006, Borrower executed and delivered in favor of Lenders that certain First Notice of Future Advance; Modification of Note, Mortgage and Related Loan Documents (the "First Modification"), which First Modification increased the Original Loan to \$8,000,000.00 (the Original Loan as increased to \$8,000,000.00 thereby shall be hereinafter referred to as the "Loan") and accordingly amended the Original Note, Original Mortgage, Original Assignment, Original UCC-1 and the corresponding loan documents based on such new Loan amount (the Original Note, Original Mortgage, Original Assignment, Original UCC-1 and the corresponding loan documents as amended by the First Modification shall be hereinafter referred to as the "Note", the "Mortgage", the "Assignment", the "UCC-1" and the "Loan Documents" respectively);

WHEREAS, the Note is further secured by, and the Mortgage encumbers, that certain real property located at 2101 E. Hallandale Beach Boulevard, Hallandale Beach, Florida 33009, and legally described as follows (the "Property"):

Parcel "D", THREE ISLANDS 2ND SECTION, according to the Plat thereof, as recorded in Plat Book 77, Page(s) 37, Public Records of Broward County, Florida.

WHEREAS, Borrower has requested and Lenders have agreed to further amend and modify the Loan Documents in order to provide recapitalize the outstanding balance of the Loan, and confirm the new payments and terms that shall be due and owing under the Loan Documents thereafter, all as further provided under this Second Modification.

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which are hereby conclusively acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term under the Loan Documents.

2. The Borrower and Lenders hereby acknowledge, confirm and agree that, as of June 1, 2008 (the "Recapitalization Date"), the current outstanding balance due under the Loan, including the principal and all accrued, unpaid and past due interest thereon, is \$8,911,997.09 (the "Outstanding Balance"). Furthermore, the Borrower and Lenders agree that the Outstanding Balance shall be recapitalized as of the Recapitalization Date, such that commencing June 1, 2008, the outstanding principal due under the Loan Documents shall be \$8,911,997.09, with no accrued, unpaid or past due interest remaining outstanding as of such date. Furthermore, commencing on the Recapitalization Date, interest under the Loan Documents shall begin to accrue at the original rate of interest due under the Note of fourteen and one-half percent (14.5%), such that the monthly payment of interest due under the Loan Documents shall hereinafter be \$107,686.63 (the "New Monthly Payment").

3. Borrower hereby agrees that upon execution of this Second Modification, Borrower shall make the first installment of the New Monthly Payment, which shall be deemed and applied as the monthly payment of interest due for the month of June 2008. On or before August 15, 2008, Borrower shall make the second installment of the New Monthly Payment, which shall be deemed and applied as the monthly payment of interest due for the month of July 2008. On or before September 15, 2008, Borrower shall make the third installment of the New Monthly Payment, which shall be deemed and applied as the monthly payment of interest due for the month of August, 2008. After the application of such payment, commencing on October 1, 2008 and continuing on the first (1st) day of each and every month thereafter until the maturity date under the Loan Documents, Borrower shall make monthly installments of the New Monthly Payment.

4. Notwithstanding anything herein to the contrary, the maturity date under the Loan and Loan Documents shall not be modified by this Second Modification, such that the maturity date under the Loan Documents shall remain as January 1, 2009.

5. Borrower agrees that any and all past due ad valorem taxes relating to the Property shall be brought current on or before December 31, 2008.

6. Following the execution of this Second Modification, Lenders may order an updated appraisal for the Property, at Borrower's sole cost and expense, which shall be certified to Borrower and Lenders, with a copy of same being provided to both parties upon completion of such updated appraisal. In order to minimize the costs of such updated appraisal, if requested by Borrower, the Lenders agree to use the prior appraiser employed by Borrower to prepare such updated appraisal, provided that such appraiser must be an independent State certified MAI appraiser experienced in commercial properties similar to the subject Property.

7. Borrower further agrees to provide to Lenders updated financials for the Borrower and for the principals of Borrower. Moreover, commencing on June 30, 2008, Borrower agrees to provide to Lenders monthly written reports advising as to the status of any construction loan, refinance or other proposed financing for the Property.

8. Borrower hereby represents and warrants that (a) the execution and delivery of this Agreement does not contravene, result in any breach or of or constitute a default under any mortgage, deed of trust, deed to secure debt, loan agreement, indenture or other contract or agreement which any Borrower is a party or by which Borrower or any of its properties may be bound (nor would such execution and delivery constitute a default with the passage of time or the giving of notice or both) and does not violate or contravene any law, order, degree, rule or regulation to which Borrower is subject; (b) Borrower is a Florida limited liability company, duly formed and legally existing under the laws of the State of Florida; (c) this Agreement and the other Loan Documents constitute the valid, legal and binding obligations of Borrower enforceable in accordance with their respective terms; (d) the execution and delivery of, and performance under this Agreement are within Borrower's power and authority without the joinder or consent of any other party and have been duly authorized by all requisite action and are not in contravention of law or the powers of Borrower's operating agreement, or of any indenture, agreement or undertaking to which Borrower is a party or by which it is bound; (e) to the best of Borrower's knowledge, other than the unpaid and past due interest due under the Loan prior to the Effective Date of this Agreement, there exists no uncured default under the Note, the Mortgage, the Assignment or any of the other Loan Documents; (f) the Mortgage constitutes a valid and subsisting first lien upon the Property; and (g) the assignments created by the Assignment are valid and subsisting. Borrower agrees to indemnify and hold Lenders harmless against any loss, claim, damage, liability or expense (including without limitation, attorney's fees) incurred as a result of any representation or warranty made herein proving to be untrue in any respect.

9. BORROWER HEREBY RELEASES LENDERS AND HOLDS LENDERS HARMLESS FROM ANY CAUSE OR CAUSES OF ACTION WHICH BORROWER HAS OR COULD HAVE AGAINST LENDERS RELATING TO THE LOAN DOCUMENTS OR THE INDEBTEDNESS EVIDENCED AND SECURED THEREBY UNTIL THE DATE HEREOF AND BORROWER AGREES AND CONFIRMS THAT AS OF THE DATE HEREOF THERE ARE NO SETOFFS, DEFENSES OR CREDITS DUE UNDER SUCH LOAN DOCUMENTS AND THAT SAME ARE IN FULL FORCE AND EFFECT AS OF THIS DATE.

10. In all other regards, the terms and provisions contained in the Loan Documents not otherwise amended or modified herein, are hereby ratified and confirmed. This Agreement shall in no way adversely affect the lien or perfection or priority of lien of Lenders in any and all property and assets which constitute the security for the repayment of the Loan (the "Collateral"), and are not intended to constitute, and do not constitute or give rise to, any novation, cancellation or extinguishment of any of the debt or any obligations of Borrower to Lenders, or of any interests owned or held by Lenders in and to any Collateral; it being the intention of the parties that the transactions provided for or contemplated herein shall be effectuated without any interruption in the continuity of the value and consideration received by Borrower, and of the attachment, perfection, priority and continuation of Lenders' security interest in and to any Collateral and proceeds thereof.

11. Borrower shall, at its own expense, provide Lenders, in form satisfactory to Lenders, with the following:

(a) A title insurance loan policy written on a title insurance company reasonably satisfactory to Lender in the amount of \$8,911,997.09, insuring that, as of the date of the recording of this Agreement (i) the Mortgage and the Assignment remain valid and subsisting first mortgage liens upon the Property and (ii) the Property is free and clear of any and all materialman's and mechanic's liens and is subject only to the Mortgage and the Assignment and to such other exceptions as Lender may have approved, if any; and

(b) Payment of all costs and taxes associated with this Agreement, including, without limitation, recording fees, title insurance premiums, and Lender's attorneys' fees.

(c) Payment of any and all documentary stamps and/or intangible taxes and all interest and penalties associated therewith which may be assessed on account of the execution and/or recording of this Agreement or any of the Loan Documents, whether previously executed or executed simultaneously herewith. In the event Borrower fails to pay such sums, Mortgagee or its assigns may, at its option, pay such taxes and/or documentary stamps. Any such payment by Mortgagee or its assigns shall be added to the indebtedness secured by the Mortgage, as amended, and shall bear interest from the date advanced to the date of recovery at the maximum non-usurious rate permissible under Florida law. If Borrower fails to pay any and all documentary stamps and/or intangible taxes and any interest and penalties associated therewith which may be assessed on account of the execution and/or recording of this Agreement, it shall be deemed to be a default by Borrower under the terms hereof and shall immediately accelerate the principal balances due hereunder, together with accrued interest.

(d) Evidence of the existence and good standing of Borrower and due authorization, execution and delivery of this Agreement and each of the documents executed by Borrower in connection herewith.

12. This Second Modification is binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lenders and their respective successors and assigns. The provisions of this Agreement shall control in the event of any conflict with the provisions of the Loan Documents, the unaffected provisions of which are specifically reaffirmed and incorporated herein by reference. The parties hereto further agree that, except as specifically provided by this Agreement, no part of the Loan Documents are in any way altered, amended or changed.

13. Upon request from Lenders, Borrower agrees to execute such other and further documents as may be reasonably necessary or appropriate to consummate the transactions contemplated herein or to perfect the liens and security interest intended to secure the payment of the Loan.

14. If Borrower shall fail to keep or perform any of the covenants or agreements contained herein or if any statement, representation or warranty contained herein is false, misleading or erroneous in any material respect, Borrower shall deem to be in default under the Mortgage and the other Loan Documents and Lenders shall be entitled, at their option, to exercise any and all of the rights and remedies pursuant to the Mortgage, the Assignment and the other Loan Documents or to which Lenders may otherwise be entitled, whether at law or in

equity. Any default under any of the Loan Documents (after the expiration of any applicable grace period, if any), shall, at the election of Lenders, automatically and immediately constitute a default under this Agreement, and each of the other Loan Documents due to which default Lenders may exercise all its remedies thereunder and hereunder.

15. If any covenant, condition or provision herein contained is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way effect any other covenant, condition or provision herein contained.

16. This Agreement supersedes and merges all prior and contemporaneous promises, representations and agreements with respect to the subject matter. No modification of this Agreement, the Note, the Mortgage or the Assignment, or the other Loan Documents or any waiver of rights under any of the foregoing, shall be effective unless made by supplemental agreement, in writing, executed by Lenders and Borrower. Lenders and Borrower further agree that this Agreement may not in any way be explained or supplemented by a prior, existing or future course of dealings between the parties or by any prior, existing or future performance between the parties pursuant to this Agreement or otherwise.

17. BORROWER AND LENDERS (BY ACCEPTANCE HEREOF) HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE MORTGAGE, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDERS AMENDING THE ORIGINAL LOAN DOCUMENTS. FURTHERMORE, BORROWER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LENDERS, NOR LENDERS' COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDERS WOULD NOT, IN THE EVENT OF SUCH LITIGATION OR OTHERWISE, SEEK TO ENFORCE THIS WAIVER OF TRIAL BY JURY PROVISION.

[Signatures to follow on next page]

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$8,911,997.09, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year above first written.

Signed, sealed and delivered in the presence of:

Borrower:

V – STRATEGIC GROUP, LLC
a Florida limited liability company

Witness

Witness

By: _____

Juan Carlos Ventura, Manager

[Company Seal]

Lenders:

The Lenders named above by and through their Servicing Agent and Attorney in Fact, Michael Goldberg, Receiver for M.A.M.C. Incorporated, a Florida corporation, as successor interest to Berman Mortgage Corporation d/b/a BMC Loan Servicing

Witness

Michael Goldberg, Receiver

Witness

[Seal]

[Notary Acknowledgments to follow on next page]

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Juan Carlos Ventura, as Manager of V-Strategic Group, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Michael Goldberg, as Receiver of M.A.M.C. Incorporated, a Florida corporation, who is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____