

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

STATE OF FLORIDA OFFICE  
OF FINANCIAL REGULATION,

GENERAL JURISDICTION DIVISION

CASE NO.: 07-43672-CA-09

Plaintiff,

vs.

BERMAN MORTGAGE GROUP  
and DB BILOXI, LLC at al.,

Defendants,

vs.

JOHNS MANVILLE, INC.  
a Delaware corporation,

Intervener/Third Party Plaintiff.

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**JOHNS MANVILLE'S OBJECTIONS TO  
SUBORDINATION TO MAMC/BMC LENDER MORTGAGE**

Limited Intervener, Johns Manville, Inc. ("Johns Manville"), by and through its undersigned counsel, respectfully submits its Objections to Subordination to MAMC/BMC Lender Mortgage, and states:

1. On February 10, 2009, this Court entered its Order Granting Receiver's Motion to Compromise with Johns Manville (hereinafter, "the Order"). A copy of the Order is attached hereto as Exhibit "A."
2. *Inter alia*, the Order provided that Johns Manville may obtain a judgment against D.B. Biloxi LLC (Edgewater) and that such judgment would be "junior to the Transcapital Mortgage."

3. The Order also provided that Johns Manville's judgment "shall be junior to the MAMC/BMC Lender Mortgage unless within thirty days Johns Manville files papers objecting to this priority in which case the priority shall be set down for hearing."

4. UCC Financing Statements indicate that the MAMC/BMC Lender Mortgage is in the amount of \$3.5 million. See Statements attached as composite Exhibit "B."

5. Accordingly, Johns Manville objects to subordination to the MAMC/BMC Lender Mortgage to the extent such subordination exceeds \$3.5 million.

6. In addition, Johns Manville objects on equitable grounds. *Inter alia*, it provided real services and products to D.B. Biloxi LLC (Edgewater). The MAMC/BMC Lender group were/are investors and speculators. It would be inequitable to accord a higher priority to the MAMC/BMC Lender group.

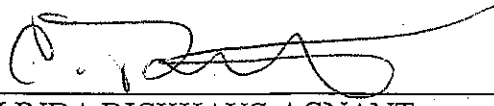
WHEREFORE, based on the foregoing, Limited Intervener, Johns Manville, Inc., objects to subordination to the MAMC/BMC Lender Mortgage.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was transmitted via U.S. Mail on this 11<sup>th</sup> day of March, 2009 to all persons on the attached Service List.

CASEY CIKLIN LUBITZ MARTENS &  
O'CONNELL  
(Counsel for Johns Manville)  
515 North Flagler Drive, Suite 1900  
West Palm Beach, Florida 33401  
Telephone: 561-832-5900  
Facsimile: 561-833-4209

By: \_\_\_\_\_

  
LINDA DICKHAUS AGNANT  
Florida Bar No.: 708623  
CHARLES L. PICKETT  
Florida Bar No.: 0051217

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MURAI, WALD, ET. AL.  
TWO ALHAMBRA PLAZA  
PENTHOUSE 1B  
CORAL GABLES, FL 33134

CHARLES L. PICKETT, ESQ.  
CASEY CIKLIN LUBITZ MARTENS & O'CONNELL  
515 NORTH FLAGLER DRIVE  
SUITE 1900  
WEST PALM BEACH, FL 33401

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

GENERAL JURISDICTION DIVISION  
CASE NO: 07-43672 CA 09

STATE OF FLORIDA  
Office of Financial  
Regulation Plaintiff(s),

vs.

Berman Mortgage  
Corp Defendant(s).

ORDER  
GRANTING/DENYING  
PLAINTIFF'S/DEFENDANT'S  
Receiver's motion to  
compromise with John's  
Manville

THIS CAUSE having come on to be heard on February 10, 2009  
on Plaintiff's/Defendant's Motion

Receiver's motion for Court order authorizing Receiver to  
Compromise with the claims of John's Manville  
and the Court having heard argument of counsel, and being otherwise advised in the premises, it is  
hereupon

ORDERED AND ADJUDGED that said Motion be, and the same is hereby

Granted. Receiver is authorized to allow John's Manville  
to obtain a judgment against D. B. Biloxi. The judgment  
shall be junior to the Bancapital Mortgage. The  
judgment shall be junior to the M&M/BMC Lender  
Mortgage unless within thirty days John's Manville  
files papers objecting to this priority in which case the priority issue  
shall be set down for hearing

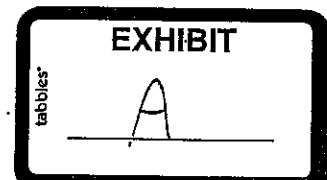
DONE AND ORDERED in Chambers at Miami-Dade County, Florida this 10 day of

February, 2009

Thomas S. Wilson, Jr.  
CIRCUIT COURT JUDGE

THOMAS S. WILSON, JR.

Copies furnished to: Counsel of Record



HARRISON COUNTY

Return To:  
R. Paul Randall, Jr.  
451 Northpark Drive, Ste. A  
Ridgeland, MS 39157

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional):

Omar Figueras 305-444-6300

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Baker Cronig Gassenholmer LLP  
307 Continental Plaza  
3250 Mary Street  
Coconut Grove, Florida 33133



2nd Judicial District  
Instrument 2006 3543 T J2  
Filed/Recorded 5/12/2006 11:22 P  
Total Fees 18.00  
4 Pages Recorded

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY.

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

|  |  |                                    |  |   |  |   |  |   |  |
|--|--|------------------------------------|--|---|--|---|--|---|--|
| 1a. ORGANIZATION'S NAME<br>DB BILOXI, LLC.         |  |                                    |  | FIRST NAME  |  | MIDDLE NAME                                 |  | SUFFIX  |  |
| OR 1b. INDIVIDUAL'S LAST NAME                      |  |                                    |  | FIRST NAME  |  | MIDDLE NAME                                 |  | SUFFIX  |  |
| 1c. MAILING ADDRESS<br>3250 Mary Street, Suite 501 |  |                                    |  | CITY<br>Coconut Grove                                 |  | STATE<br>FL                                 |  | POSTAL CODE<br>33133                            |  |
| 1d. SEE INSTRUCTIONS                               |  | ADD'L INFO RE: ORGANIZATION DEBTOR |  | 1e. TYPE OF ORGANIZATION<br>Limited Liability Company |  | 1f. JURISDICTION OF ORGANIZATION<br>Florida |  | 1g. ORGANIZATIONAL ID #, if any<br>LC4000071379 |  |

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

|                               |  |                                    |  |                          |  |                                  |  |                                 |  |
|-------------------------------|--|------------------------------------|--|--------------------------|--|----------------------------------|--|---------------------------------|--|
| 2a. ORGANIZATION'S NAME       |  |                                    |  | FIRST NAME               |  | MIDDLE NAME                      |  | SUFFIX                          |  |
| OR 2b. INDIVIDUAL'S LAST NAME |  |                                    |  | FIRST NAME               |  | MIDDLE NAME                      |  | SUFFIX                          |  |
| 2c. MAILING ADDRESS           |  |                                    |  | CITY                     |  | STATE                            |  | POSTAL CODE                     |  |
| 2d. SEE INSTRUCTIONS          |  | ADD'L INFO RE: ORGANIZATION DEBTOR |  | 2e. TYPE OF ORGANIZATION |  | 2f. JURISDICTION OF ORGANIZATION |  | 2g. ORGANIZATIONAL ID #, if any |  |

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNOR OF ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

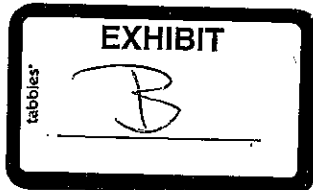
|  |  |  |  |                       |  |             |  |                      |  |
|--|--|--|--|-----------------------|--|-------------|--|----------------------|--|
| 3a. ORGANIZATION'S NAME<br>M.A.M.C. INCORPORATED   |  |  |  | FIRST NAME            |  | MIDDLE NAME |  | SUFFIX               |  |
| OR 3b. INDIVIDUAL'S LAST NAME                      |  |  |  | FIRST NAME            |  | MIDDLE NAME |  | SUFFIX               |  |
| 3c. MAILING ADDRESS<br>3250 Mary Street, Suite 501 |  |  |  | CITY<br>Coconut Grove |  | STATE<br>FL |  | POSTAL CODE<br>33133 |  |

4. This FINANCING STATEMENT covers the following collateral:

SEE ATTACHED.

|  |  |                     |                |              |          |                |
|--|--|---------------------|----------------|--------------|----------|----------------|
| 5. ALTERNATIVE DESIGNATION (if applicable)   | LESSEE/LESSOR                                      | CONSIGNEE/CONSIGNOR | BAILEE/BAILORE | SELLER/BUYER | AG. LIEN | NON-UCC FILING |
| 6. <input checked="" type="checkbox"/> THE FINANCING STATEMENT IS TO BE FILED (or recorded) IN THE REAL ESTATE RECORDS - (attach Assignment if applicable) | 7. Check to REQUEST SEARCH REPORT (S) on Debtor(s) |                     | ADDITIONAL FEE |              |          |                |
| 8. OPTIONAL FILER REFERENCE DATA<br>10484-014  |  |                     |                |              |          |                |

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM 1001) (REV. 05/22/02)



2

EXHIBIT A TO FINANCING STATEMENT

LENDER: A Group of Lenders Assembled by Berman Mortgage Corporation  
 BORROWER: DB Biloxi, LLC, a Florida limited liability company  
 LOAN: \$3,500,000 Loan to Borrower  
 PROPERTY ADDRESS: 2660 Beach Boulevard, Biloxi, Mississippi  
 CLOSING DATE: May 5, 2006

Debtor grants Secured Party a security interest in, and assigns and pledges to Secured Party, all of the following property now owned or hereafter acquired by Debtor or in which Debtor now or hereafter has any interest, to wit:

(a) all fixtures and building materials of every kind and nature whatsoever, now or hereafter located upon the real property described on this financing statement or any part thereof and used in connection with any present or future construction on or occupancy or operation of said real property and/or any buildings or improvements thereon or thereto (the real property and all buildings and improvements hereinafter being the "Real Property"); AND

(b) the equipment described as: all electrical, heating, lighting, incinerating and power equipment; engines, pipes, pumps, ducts, compressors, tanks, motors, conduits, switchboards; plumbing, lifting, cleaning, laundering, fire prevention, fire extinguishing, waste disposal, refrigerating, ventilating, communications, air cooling, and air conditioning apparatuses, elevators, escalators, other people or freight moving systems, shades, screens, storm prevention equipment, cabinets, partitions, shrubbery, and abstracts of and commitments and policies to insure or insuring title to the Real Property; AND

(c) any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Real Property as a result of the exercise of the right of eminent domain, the alteration of the grade of any street or any other damage to or decrease in the value of the Real Property; and all proceeds of the conversion, voluntary or involuntary, of the Real Property, or any part thereof, into cash or liquidated claims, including without limitation, proceeds of insurance; AND

(d) all rights to enter into and all contracts for the sale of the Real Property or any part or unit thereof built or to be built on the Real Property and all licenses or leases now and hereafter entered into involving the Real Property or any part or unit thereof and all right, title, and interest of Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the contract vendees or the lessees of their obligations, together with the right, upon the happening of any event of default under the Mortgage Deed and Security Agreement and Assignment of Leases, Rents and Other Property evidenced by this Financing Statement, to receive and collect the rents, additional rents and other payments payable thereunder; AND

(e) all rights of Debtor and deposits under any agreements of whatever nature between Debtor and any utility company of whatever nature, whether public, private or otherwise, now or hereafter servicing the Real Property; AND

(f) all agreements or undertakings between Debtor (and/or any predecessor of Debtor which Debtor has acquired by assignment or otherwise) and any architect, engineer, contractor, independent contractor, security company, waste disposal company, elevator company, exterminating company, environmental control company, any other developer or any governmental entity of any type involved in or having jurisdiction of the Real Property and/or any construction or development thereon or relating thereto; AND

(g) all royalties, mineral, oil and gas rights (including easements and/or licenses for exercising such rights), water and water rights and liberties, privileges, hereditaments and appurtenances whatsoever belonging to the Real Property or in any wise pertaining thereto, including those interests outside the boundaries of the Real Property as a result of which the Real Property is or becomes the dominant or servient estate; and the rents, issues, profits, reversions and remainders thereof; AND

(h) all building permits, licenses, approvals, plans, drawings, specifications, surveys, site plans, plot plans, plats and any pending zoning or building applications and the deposits accompanying same applicable to or affecting the Real Property or any part thereof; AND



(i) all right, title and interest of Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Real Property, hereafter acquired by, or released to, Debtor or constructed, assembled or placed by Debtor on the Real Property, immediately upon such acquisition, release, construction, assembling, or placement, as the case may be, and in each such case, without any further or additional mortgage, security agreement, conveyance, assignment or other act by Debtor, the same shall become subject to the lien and security interest of the Mortgage Deed and Security Agreement and Assignment of Leases, Rents and Other Property evidenced by this Financing Statement, as fully and completely, and with the same effect, as though now owned by Debtor and specifically described herein; AND

(j) all funds under and all interest reserve or cash deposit accounts now or hereafter established in connection with or pursuant to any construction loan agreement between Debtor and Secured Party relating to the Real Property; AND

(k) all accounts, instruments (including promissory notes), chattel paper (including mortgages and security agreements), and general intangibles arising in connection with or as the result of any of the aforescribed property; AND

(l) all insurance policies, payments, escrows, refunds and prepaid premiums with respect to the aforescribed property; AND

(m) all property of the same classes described above, acquired or created by Debtor subsequent to the execution hereof until the termination or release of this Financing Statement; AND

(n) all increases, substitutions, replacements, parts, special tools, renewals, additions and accessions to the aforesaid property; AND

(o) all proceeds and products of the aforescribed property;

As all such property is now or may hereafter be located on, pertain to, or be used or useful in the operation, possession, or enjoyment of the Real Property, owned by Debtor, lying and situate in Harrison County, Mississippi and more particularly described in Exhibit B attached hereto.

\\S:\LENDING\Berman\Loan Files\MISSISSIPPI\0907402\_DB Bland\_Edgewood Back\EXHIBIT A TO FINANCING STATEMENT\LENDER.wpd  
File #1007402.Filed: May 3, 2006  
©2006 Baker Cronig Gassenheimer LLP.

EXHIBIT B

BACK PARCEL

LEGAL DESCRIPTION: PARCEL "A"

THAT CERTAIN PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 7 SOUTH, RANGE 10 WEST, SECOND JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PART OF THE SOUTH 1/2 OF U.S. GOVERNMENT LOT 3, AND A PORTION OF THAT PART OF LOT 49 AND THE WEST 34 FEET OF LOT 48 OF THE L.A. FREDERICK SURVEY, LOCATED NORTH OF THE NORTH MARGIN OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 90, ALL IN SECTION 33, TOWNSHIP 7 SOUTH, RANGE 10 WEST, SECOND JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH MARGIN OF U.S. HIGHWAY 90 THAT IS 34 FEET DUE EAST OF THE WEST LINE OF LOT 48 OF THE L.A. FREDERICK SURVEY IN THE ABOVE NUMBERED SECTION; FROM SAID POINT OF BEGINNING THENCE N00°11'38"W PARALLEL WITH THE WEST LINE OF SAID LOT 48, A DISTANCE OF 530.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°11'38"W 1581.55 FEET TO AN IRON ROD FOUND LYING ON THE SOUTH RIGHT-OF-WAY LINE OF C. T. SWITZER DRIVE; THENCE ALONG SAID SOUTH MARGIN, S78°23'42"W 228.51 FEET TO AN IRON ROD FOUND; THENCE S00°11'18"E 1535.38 FEET TO A IRON ROD SET; THENCE N90°00'00"E 225.13 FEET TO THE POINT OF BEGINNING, CONTAINING .8052 ACRES. SAID PARCEL HAS ACCESS THROUGH A PERPETUAL NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT TO HIGHWAY 90 THROUGH A PROPOSED ACCESS DRIVE.

Indexing Instructions:  
Section 33, Township 7 South,  
Range 10 West  
Second Judicial District  
Harrison County, Mississippi

FLA

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
 Omar Figueras 305-444-8300

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Baker Cronig Gassenheimer LLP.  
 307 Continental Plaza  
 3250 Mary Street  
 Coconut Grove, Florida 33133

FLORIDA SECURED TRANSACTION REGISTRY

**FILED**

2006 Jun 02 AM 12:00

\*\*\*\*\* 200602795395 \*\*\*\*\*

**1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine**

1a. ORGANIZATION'S NAME  
DB BILDIXI, LLC.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 3250 Mary Street, Suite 501 Coconut Grove FL 33133 USA

1d. SEE INSTRUCTIONS ADDL. INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
 Limited Liability Company Florida L04000071379  NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADDL. INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  
 NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR or ASSIGNOR'S P/P) - insert only one secured party name (3a or 3b)**

3a. ORGANIZATION'S NAME  
M.A.M.C. INCORPORATED

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 3250 Mary Street, Suite 501 Coconut Grove FL 33133 USA

4. This FINANCING STATEMENT covers the following collateral:  
SEE ATTACHED.

Florida Documentary Stamp Tax is not required.

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAC ESTATE RECORDS. Attach Assignment.  Check to REQUEST SEARCH REPORT (SR) on Debtor(s) (OPTIONAL FEE)

7. OPTIONAL FILER REFERENCE DATA All Debtors Debtor 1 Debtor 2

10484-014

EXHIBIT A TO FINANCING STATEMENT

LENDER: A Group of Lenders Assembled by Berman Mortgage Corporation  
BORROWER: DB Biloxi, LLC, a Florida limited liability company  
LOAN: \$3,500,000 Loan to Borrower  
PROPERTY ADDRESS: 2660 Beach Boulevard, Biloxi, Mississippi  
CLOSING DATE: May 5, 2006

Debtor grants Secured Party a security interest in, and assigns and pledges to Secured Party, all of the following property now owned or hereafter acquired by Debtor or in which Debtor now or hereafter has any interest, to wit:

(a) all fixtures and building materials of every kind and nature whatsoever, now or hereafter located upon the real property described on this financing statement or any part thereof and used in connection with any present or future construction on or occupancy or operation of said real property and/or any buildings or improvements thereon or thereto (the real property and all buildings and improvements hereinafter being the "Real Property"); AND

(b) the equipment described as: all electrical, heating, lighting, incinerating and power equipment; engines, pipes, pumps, ducts, compressors, tanks, motors, conduits, switchboards; plumbing, lifting, cleaning, laundering, fire prevention, fire extinguishing, waste disposal, refrigerating, ventilating, communications, air cooling, and air conditioning apparatuses, elevators, escalators, other people or freight moving systems, shades, screens, storm prevention equipment, cabinets, partitions, shrubbery, and abstracts of and commitments and policies to insure or insuring title to the Real Property; AND

(c) any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Real Property as a result of the exercise of the right of eminent domain, the alteration of the grade of any street or any other damage to or decrease in the value of the Real Property; and all proceeds of the conversion, voluntary or involuntary, of the Real Property, or any part thereof, into cash or liquidated claims, including without limitation, proceeds of insurance; AND

(d) all rights to enter into and all contracts for the sale of the Real Property or any part or unit thereof built or to be built on the Real Property and all licenses or leases now and hereafter entered into involving the Real Property or any part or unit thereof and all right, title, and interest of Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the contract vendees or the lessees of their obligations, together with the right, upon the happening of any event of default under the Mortgage Deed and Security Agreement and Assignment of Leases, Rents and Other Property evidenced by this Financing Statement, to receive and collect the rents, additional rents and other payments payable thereunder; AND

(e) all rights of Debtor and deposits under any agreements of whatever nature between Debtor and any utility company of whatever nature, whether public, private or otherwise, now or hereafter servicing the Real Property; AND

(f) all agreements or undertakings between Debtor (and/or any predecessor of Debtor which Debtor has acquired by assignment or otherwise) and any architect, engineer, contractor, independent contractor, security company, waste disposal company, elevator company, exterminating company, environmental control company, any other developer or any governmental entity of any type involved in or having jurisdiction of the Real Property and/or any construction or development thereon or relating thereto; AND

(g) all royalties, mineral, oil and gas rights (including easements and/or licenses for exercising such rights), water and water rights and liberties, privileges, hereditaments and appurtenances whatsoever belonging to the Real Property or in any wise pertaining thereto, including those interests outside the boundaries of the Real Property as a result of which the Real Property is or becomes the dominant or servient estate; and the rents, issues, profits, reversions and remainders thereof; AND

(h) all building permits, licenses, approvals, plans, drawings, specifications, surveys, site plans, plot plans, plats and any pending zoning or building applications and the deposits accompanying same applicable to or affecting the Real Property or any part thereof; AND

(j) all right, title and interest of Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Real Property, hereafter acquired by, or released to, Debtor or constructed, assembled or placed by Debtor on the Real Property, immediately upon such acquisition, release, construction, assembling, or placement, as the case may be, and in each such case, without any further or additional mortgage, security agreement, conveyance, assignment or other act by Debtor, the same shall become subject to the lien and security interest of the Mortgage Deed and Security Agreement and Assignment of Leases, Rents and Other Property evidenced by this Financing Statement, as fully and completely, and with the same effect, as though now owned by Debtor and specifically described herein; AND

(j) all funds under and all interest reserve or cash deposit accounts now or hereafter established in connection with or pursuant to any construction loan agreement between Debtor and Secured Party relating to the Real Property; AND

(k) all accounts, instruments (including promissory notes), chattel paper (including mortgages and security agreements), and general intangibles arising in connection with or as the result of any of the aforescribed property; AND

~~(l) all insurance policies, payments, escrows, refunds and prepaid premiums with respect to the aforescribed property; AND~~

(m) all property of the same classes described above, acquired or created by Debtor subsequent to the execution hereof until the termination or release of this Financing Statement; AND

(n) all increases, substitutions, replacements, parts, special tools, renewals, additions and accessions to the aforesaid property; AND

(o) all proceeds and products of the aforescribed property;

As all such property is now or may hereafter be located on, pertain to, or be used or useful in the operation, possession, or enjoyment of the Real Property, owned by Debtor, lying and situate in Harrison County, Mississippi and more particularly described in Exhibit B attached hereto.

S:\LENDING\Berman\Loan File\MISSISSIPPI\10057-402, DB BRed, Edgewood Back\EXHIBIT A TO FINANCING STATEMENT\LENDER.wpd  
File #10057-402:Friday, May 5, 2006  
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## EXHIBIT B

### BACK PARCEL

#### LEGAL DESCRIPTION: PARCEL "A"

THAT CERTAIN PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 7 SOUTH, RANGE 10 WEST, SECOND JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PART OF THE SOUTH 1/2 OF U.S. GOVERNMENT LOT 3, AND A PORTION OF THAT PART OF LOT 48 AND THE WEST 34 FEET OF LOT 48 OF THE L.A. FREDERICK SURVEY, LOCATED NORTH OF THE NORTH MARGIN OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 90; ALL IN SECTION 33, TOWNSHIP 7 SOUTH, RANGE 10 WEST, SECOND JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH MARGIN OF U.S. HIGHWAY 90 THAT IS 34 FEET DUE EAST OF THE WEST LINE OF LOT 48 OF THE L.A. FREDERICK SURVEY IN THE ABOVE NUMBERED SECTION; FROM SAID POINT OF BEGINNING THENCE  $N00^{\circ}11'38''W$  PARALLEL WITH THE WEST LINE OF SAID LOT 48, A DISTANCE OF 530.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE  $N00^{\circ}11'38''W$  1581.55 FEET TO AN IRON ROD FOUND LYING ON THE SOUTH RIGHT-OF-WAY LINE OF C. T. SWITZER DRIVE; THENCE ALONG SAID SOUTH MARGIN,  $S78^{\circ}23'42''W$  229.51 FEET TO AN IRON ROD FOUND; THENCE  $S00^{\circ}11'18''E$  1535.38 FEET TO A IRON ROD SET; THENCE  $N90^{\circ}00'00''E$  225.13 FEET TO THE POINT OF BEGINNING, CONTAINING, 8.052 ACRES. SAID PARCEL HAS ACCESS THROUGH A PERPETUAL NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT TO HIGHWAY 90 THROUGH A PROPOSED ACCESS DRIVE.