

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

CASE NO.: 07-43672 CA 09

STATE OF FLORIDA, OFFICE OF  
FINANCIAL REGULATION,

Plaintiff,

vs.

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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**NOTICE OF FILING**

Receiver, Michael I. Goldberg, Esq., ("Receiver"), by and through undersigned counsel,  
hereby gives Notice of Filing the New Money Protection Agreement.

**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 **11<sup>th</sup> day of May 2009**, to:

**Cristina Saenz**  
**Assistant General Counsel**  
STATE OF FLORIDA  
OFFICE OF FINANCIAL REGULATION  
401 N.W. 2<sup>nd</sup> Avenue, Suite N-708  
Miami, Florida 33128

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Lawrence Meyer IRA, Lawrence Meyer Roth IR  
and Mary Joe Meyer SD IRA and Mary Joe Meyer Roth IRA*  
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Respectfully submitted,

**BERGER SINGERMAN**  
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By: \_\_\_\_\_

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cc: The Honorable Thomas Wilson, Jr. *(via Hand-Delivery)*  
Michael Goldberg, Esq., as Receiver *(via e-mail)*  
The Investor(s)/Lender(s) Group *(via e-mail)*  
Posted to the Berman Mortgage Website

*In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Court Administrator's office at 305-349-7000 no later than seven (7) days prior to the proceeding. If you are hearing impaired, call (TDD) 1-800-955-8771 no later than seven (7) business days prior to such proceeding; if you are voice impaired, call 1-800-955-8770 no later than seven (7) business days prior to such proceeding.*

**NEW MONEY PROTECTION AGREEMENT**

**THIS NEW MONEY PROTECTION AGREEMENT** (the "Agreement") is made as of the 6th day of May, 2009, by **MAGICORP LTD**, a Cyprus corporation ("Magicorp"), in favor of certain members (the "Other New Money Providers") of **COCONUT GROVE BANK AS THE CUSTODIAN OF THE CHARLES R. GREMLER IRA, et al.**, (collectively, the "Borrower").

**WHEREAS**, the members of the Borrower are the owners and holders of interests in either of two promissory notes executed and delivered by DB Tampa, LLC, a Florida limited liability company ("DB Tampa"), one dated December 20, 2006, in the original principal amount of \$3,985,000 ("Future Advance Promissory Note #4") and one dated February 9, 2007, in the original principal amount of \$605,000 ("Series #2 Promissory Note" and, together with Future Advance Promissory Note #4, the "Second Mortgage Loan"); and

**WHEREAS**, the Second Mortgage Loan is secured by a second priority Mortgage and Security Agreement dated October 13, 2004, and as hereinbefore amended (the "Second Mortgage"), encumbering certain real property owned by DB Tampa and located in Hillsborough County, Florida (the "Real Property"); and

**WHEREAS**, Magicorp made a loan of additional funds to the Borrower (the "Magicorp Loan") for the purposes of (1) bringing current the first mortgage loan (the "First Mortgage Loan") encumbering the Real Property and (2) funding the cost of foreclosure of the Second Mortgage Loan; took as collateral a security interest in the Second Mortgage Loan; and has advanced additional amounts with respect to the Magicorp Loan; and

**WHEREAS**, the Other New Money Providers have also advanced additional amounts with respect to the Second Mortgage Loan (the "Other New Money"); and

**WHEREAS**, the Borrower has brought an action to foreclose the Second Mortgage; and

**WHEREAS**, the Magicorp Loan matured on October 30, 2008; it is currently in default and Magicorp has noticed a UCC sale for the Second Mortgage Loan for May 11, 2009 (the "UCC Sale"); and

**WHEREAS**, the receiver for M.A.M.C. Incorporated, the loan servicer for the Borrower has requested that Magicorp execute and deliver this Agreement for the benefit of the Other New Money Providers, which Magicorp is willing to do on the terms and conditions of this Agreement;

**NOW, THEREFORE**, Magicorp hereby agrees as follows:


If Magicorp is the successful bidder for the Second Mortgage Loan at the UCC Sale and Magicorp or an affiliate also becomes the owner of the Real Property at foreclosure sale, Magicorp or the affiliated new owner shall grant a new second mortgage encumbering the Real Property securing an amount equal to the sum of (a) the amount of the Other New Money provided by the Other New Money Providers through May 11, 2009' and (b) all amounts provided by Magicorp in connection with the Second Mortgage Loan, plus accrued but unpaid interest to the date of grant of the second mortgage (collectively, the "Secured Amount").

If Magicorp is the successful bidder for the Second Mortgage Loan at the UCC Sale and Magicorp or an affiliate is outbid at the foreclosure sale for the Real Property, up to 80% of the net foreclosure proceeds shall be distributed to the Other New Money Providers and Magicorp on a pro rata basis based on their respective portions of what would have been the Secured Amount. The maximum amount of such distribution shall be the sum that what would have been the Secured Amount.

**IN WITNESS WHEREOF**, Magicorp has caused this Agreement to be duly executed as of the date first above written.

**MAGICORP, LTD**, a Cyprus corporation

By:

  
George Macropulos, its Attorney-in-Fact