

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

ALEX BISTRICER, as limited partner of  
GULF ISLAND RESORT L.P., et al.,

CASE NO.: 08-79169 CA 09

Plaintiffs/Counterclaim Defendants,

vs.

COASTAL REAL ESTATE ASSOCIATES,  
INC., et al.,

Defendants/Counterclaim Plaintiffs,

**RE-NOTICE OF HEARING\***  
**(Special Set Evidentiary Hearing - 2 hours)**

COASTAL REAL ESTATE ASSOCIATES,  
INC., et al.,

Defendants/Counterclaim  
Plaintiffs/Third Party Plaintiffs,

vs.

CANDY SMITH, et al.,

Third Party Defendants.

and

ALEX BISTRICER, as limited partner of  
GULF ISLAND RESORT L.P., and GULF  
ISLAND RESORT, L.P.,

Plaintiffs,

vs.

FLOYD R. DUVALL, JR. and MELINDA J.  
DUVALL,

Defendants.

\* This Re-Notice is to clarify that this hearing is evidentiary in nature; date and time remain the same.

**BERGER SINGERMAN**  
attorneys at law

*Boca Raton Fort Lauderdale Miami Tallahassee*

**YOU ARE HEREBY NOTIFIED** that we will call up for evidentiary hearing before the **HONORABLE THOMAS WILSON, JR.**, Circuit/Civil Judge, in **Room 400** at the MIAMI-DADE COUNTY COURTHOUSE, 73 West Flagler Street, Miami, Florida 33130, on **WEDNESDAY, JULY 15, 2009 at 1:30 P.M.**, or as soon thereafter as the same may be heard:

**RECEIVER, MICHAEL I. GOLDBERG'S MOTION TO SELL THE PROPERTY OF OCEANSIDE ACQUISITIONS, LLC AND DBKN GULF INCORPORATED FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES**

*PLEASE BE GOVERNED ACCORDINGLY.*

WE HEREBY CERTIFY THAT THE UNDERSIGNED COUNSEL HAS MADE, OR WILL MAKE, A BONA FIDE EFFORT TO RESOLVE THE MATTER SCHEDULED FOR HEARING, OR ATTEMPT TO NARROW THE ISSUES, PRIOR TO THE DATE OF THE HEARING.

**CERTIFICATE OF SERVICE**

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail on this 11<sup>th</sup> day of June 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; to **Maurice Baumgarten, Esquire**, [mbaumgarten@anania-law.com](mailto:mbaumgarten@anania-law.com), ANANIA, BANDKLAYDER, BLACKWELL, BAUMGARTEN, TORRICELLA & STEIN, Bank of America Tower – Suite 4300, 100 SE 2<sup>nd</sup> Street, Miami, Florida 33131, **Charles L. Neustein, Esquire**, [clnlaw@yahoo.com](mailto:clnlaw@yahoo.com), CHARLES L. NEUSTEIN, P.A., 777 Arthur Godfrey Road, Second Floor, Miami Beach, Florida 33140, **William Dufoe, Esquire**, [william.dufoe@hklaw.com](mailto:william.dufoe@hklaw.com) and **Robert W. Lang, Esquire**, [bob.lang@hklaw.com](mailto:bob.lang@hklaw.com), HOLLAND & KNIGHT, LLP, 100 North Tampa Street, Suite 4100, Tampa, Florida 33602, **Deborah Poore Fitzgerald, Esquire**, [dfitzgerald@waltonlantaff.com](mailto:dfitzgerald@waltonlantaff.com), WALTON LANTAFF SCHROEDER & CARSON, LLP, Corporate Center, Suite 2000, 100 East Broward Boulevard, Fort Lauderdale, Florida 33301; and **Peter Valori, Esquire**, [pvalori@dvllp.com](mailto:pvalori@dvllp.com), DAMIAN & VALORI, LLP, 1000 Brickell Avenue, Suite 1020, Miami, Florida 33131.

Respectfully submitted,

**BERGER SINGERMAN**

*Attorneys for Receiver, Michael Goldberg*

1000 Wachovia Financial Center

200 South Biscayne Boulevard

Miami, Florida 33131

Phone: (305) 755-9500 / Fax: (305) 714-4340

By: 

JAMES D. GASSENHEIMER

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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.*

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

CASE NO.: 08-79169 CA 09

ALEX BISTRICER, as limited partner of  
GULF ISLAND RESORT L.P., and GULF  
ISLAND RESORT, L.P.,

Plaintiffs/Counterclaim Defendants,

vs.

COASTAL REAL ESTATE ASSOCIATES,  
INC., a Florida corporation; BERMAN  
MORTGAGE CORPORATION; DANA  
BERMAN; OCEANSIDE ACQUISITIONS,  
LLC, a Florida limited liability company;  
DBKN GULF INCORPORATED, a Florida  
corporation; and STEVEN CARLYLE  
CRONIG.,

Defendants/Counterclaim Plaintiffs,

COASTAL REAL ESTATE ASSOCIATES,  
INC., a Florida corporation; BERMAN  
MORTGAGE CORPORATION, a Florida  
corporation; OCEANSIDE ACQUISITIONS,  
LLC, a Florida limited liability company; and  
DBKN GULF INCORPORATED, a Florida  
corporation,

Defendants/Counterclaim  
Plaintiffs/Third Party Plaintiffs,

vs.

CANDY SMITH, an individual, and BARRY  
PEDERSEN, an individual, and LL  
UNKNOWN PARTIES IN INTEREST,

Third Party Defendants.

and

BERGER SINGERMAN  
attorneys at law

Boca Raton Fort Lauderdale Miami Tallahassee

200 South Biscayne Boulevard Suite 1000 Miami, Florida 33131-5308 Telephone 305-755-9500 Facsimile 305-714-4340

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ALEX BISTRICER, as limited partner of  
GULF ISLAND RESORT L.P., and GULF  
ISLAND RESORT, L.P.,

Plaintiffs,

vs.

FLOYD R. DUVALL, JR. and MELINDA J.  
DUVALL,

Defendants.

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**PLEASE READ THIS MOTION CAREFULLY AS IT MAY  
AFFECT YOUR RIGHTS. PLEASE CONSULT YOUR  
ATTORNEY IF YOU HAVE ANY QUESTIONS.**

**THIS COURT WILL HOLD A HEARING AT THE  
MIAMI-DADE COURTHOUSE ON THURSDAY, APRIL  
30, 2009 AT 2:00 P.M. TO CONSIDER THIS MOTION  
AND THE RELIEF REQUESTED HEREIN. IF YOU  
HAVE ANY OBJECTION TO THE APPROVAL OF THE  
MOTION AND RELIEF REQUESTED, YOU MUST  
ATTEND THE HEARING; OTHERWISE YOU WILL BE  
BOUND BY THE TERMS BAR ORDER.**

**RECEIVER, MICHAEL I. GOLDBERG'S MOTION TO SELL THE PROPERTY OF  
OCEANSIDE ACQUISITIONS, LLC AND DBKN GULF INCORPORATED  
FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES IN LIGHT OF  
ALEX BISTRICER'S MOTION FOR RELEASE OF BOND**

Michael Goldberg, as State Court Appointed Receiver for over Defendants, Oceanside Acquisitions, LLC, ("Oceanside") and DBKN Gulf Incorporated (DBKN Gulf) (collectively, the "Defendants"), by and through undersigned counsel, files this Motion to Sell the Property of Oceanside Acquisitions, LLC and DBKN Gulf Incorporated Free and Clear of Liens, Claims, and Encumbrances and in support states as follows:

1. On December 11, 2007, this Court, appointed Michael Goldberg as the Receiver (the "Receiver") over the Defendants in Receivership proceedings styled State of Florida, Officer of Financial Regulation, v. Berman Mortgage Corporation, et al. Circuit Case No. 07-43672-CA (09) A true and correct copy of the *Temporary Injunction and Agreed Order to Appoint Receiver* is attached hereto as Exhibit "A."

2. One of the Relief Defendants, Oceanside, is an entity formed by Dana Berman and Keith Novak, which entity purchased condominium units at Gulf Island Resort in Pasco County, Florida (the "Units"); Some of the Units were sold prior to the Receivership, a total of 17 units<sup>1</sup> remain unsold. To complete its purchase of the Units, Oceanside borrowed \$1,655,000 from approximately 42 individuals (the "Lenders") through loans serviced by Defendant, M.A.M.C. Incorporated.

3. DBKN Gulf is another relief Defendant entity formed by Dana Berman and Keith Novak, which purchased a parcel of vacant land at the Gulf Island Resort in Pasco County,

<sup>1</sup> Four of the seventeen units were transferred to Keith Novak by Chief Restructuring Officer, Alan Goldberg. The Receiver contests the validity of the transfers and contends that he still holds equitable title to these units.

Florida (the "Vacant Land). To complete its purchase of the Vacant Land, DBKN also borrowed \$875,000.00 from individual Lenders through loans serviced by Defendant, M.A.M.C. Incorporated.

4. The Vacant Land and the Units (collectively, the "Property") were once owned by Gulf Island Resort, L.P. Gulf Island Resort, L.P. transferred the Property to Gulf of Mexico Enterprises, Inc. ("GME") via two deeds in 1999 and 2001. Later, DBKN Gulf purchased the Vacant Land and Oceanside purchased the Units from GME, the record title owner.

5. Alex Bistricher ("Bistricher") commenced this quiet title action in Pasco County Circuit Court styled *Alex Bistricher, as limited partner of Gulf Island Resort, L.P. and Gulf Island Resort, L.P. v. Coastal Real Estate Associates, et al.*, Sixth Judicial Circuit Case No. 51-2003- Eleventh Judicial Circuit Transfer Case No. 08-79169 CA (09) (the "Quiet Title Action"). Although GME, with Bistricher's knowledge, had title to the Property for several years, Bistricher did not challenge the transfer of the Property until after the Property was acquired by Oceanside and DBKN Gulf.

6. Bistricher contended that the transfer of title to the Property to GME was an *ultra vires* act. Although Oceanside began marketing the condominium units for sale, the sales were not consummated because Bistricher commenced the quiet title action and clouded title to the Property. The Pasco County Court ordered Bistricher to post a \$102,000.00 bond in relation to his quiet title claims.

7. On May 9, 2007, the Pasco County Court quieted title to the Units and the Vacant Land in Oceanside and DBKN Gulf, respectively. See Partial Final Judgment on Action to Quiet Title attached hereto as Exhibit "B." Having decided the title claims in favor of Oceanside and DBKN Gulf, the Pasco County Court dissolved the Lis Pendens on the Property.

8. Having lost on the title issues in the Quiet Title Action, Bistricher's claims for civil conspiracy and civil theft remain pending in this Court. However, Bistricher asserts that the time for appealing the adverse ruling on the title issues has not run.

9. Moreover, Bistricher has not advanced his claims for civil conspiracy and civil theft. Rather, Bistricher has allowed those claims to remain pending for strategic purposes. But for Bistricher's failure to advance these pending claims, the time for appealing the ruling on the title claims would have run. As such, the Property is still rendered unmarketable by virtue of Bistricher's unresolved claims in this Quiet Title Action.

10. On June 13, 2008, this Court entered its *Order Granting Receiver's Motion to Approve the Assignment of the Pasco County Matters to the Receivership Court*. The Pasco County Court also entered its order granting the Receiver's motion to transfer the case to the Receivership Court.

11. After the Quiet Title Action was transferred to this Court, the Bond Clerk of this Court advised that a fee in the amount of \$1,532.50 is required to process the \$102,000.00 bond. Bistricher has refused to pay the bond fee and seeks return of the bond.

12. The Receiver respectfully submits that for the reasons set forth in paragraphs 8 and 9 hereof, Bistricher is not entitled to return of the bond at this time.

13. Additionally, Oceanside has been involved in other drawn-out litigation with the previous contracts purchasers and owners of the Units, which litigation has also affected title to the Units and has made it impossible to sell the Units, to wit:

- a. Robert H. Abajian and Deborah R. Abajian v. Oceanside Acquisitions, LLC, Sixth Judicial Circuit Case No. 51-07-CA-2370-WS;



- b. Cyril Latona v. Oceanside Acquisitions, LLC, Sixth Judicial Circuit Case No. 51-2007-CA3925-WS;
- c. James R. Patterson and Eileen M. Patterson v. Oceanside Acquisitions, LLC, Sixth Judicial Circuit Case No. 51-2007-CA-3925-WS;
- d. Cunningham and Elias v. Oceanside Acquisitions, LLC, Sixth Judicial Circuit Case No. 51-2007-CA-4792-WS; and
- e. Tina Hinton v. Oceanside Acquisitions, LLC; Sixth Judicial Circuit Case No. 51-2007-CA-4238-WS.

The Receiver is in the process of procuring the transfer of all of these additional Pasco County matters to the Receivership Court.

14. Further, the Gulf Island Beach and Tennis Club Condominium Association has moved to intervene in the Receivership case to compel payment of past due condominium assessments on the Units from the Receivership.

15. Taxes on the Property remain unpaid as well.

16. The Receivership has limited assets and does not have the ability to pay to condominium fees and taxes for the Property.

17. The ultimate purpose of the Receivership is to provide a vehicle to marshal assets and maximize return to the lienholders. Allowing the Property to be sold would further and expedite the goals of the Receivership because monetizing the Property would prevent waste of the Property while the Court adjudicates the different parties' right, title, and interest to the proceeds. It will also allow the Receivership to avoid liability for expenses associated with the Property such as the unpaid taxes on the Property and condominium association fees.

18. The Receiver believes it is in the best interest of the Receivership and all parties the Receivership was created to protect, including the Lenders, that the Property be sold and that

the proceeds be deposited with the Court until further order of this Court. The sale of the Property free and clear of all liens, claims, and encumbrances would eliminate the clouds on title to the Property including those created by Bistricher and create a fund for the repayment of the Lenders should the Court determine the claims in various lawsuits in favor of Oceanside and DBKN Gulf.

19. The Receiver respectfully submits that the requested relief is necessary to do equity in light of the foregoing and Bistricher's continued interference with the Property despite adjudication of the title issues against him and in favor of Oceanside and DBKN Gulf.

**WHEREFORE**, the Receiver respectfully requests an order:

- A. authorizing the Receiver to sell the assets of Oceanside Acquisitions, LLC and DBKN Gulf, Incorporated free and clear of encumbrances;
- B. ordering payment of condominium fees and taxes from the proceeds of the sales;
- C. directing that the net proceeds of sales be deposited with the Court subject to the Lenders' liens and the Court's adjudication of the claims of the Lenders and any and all other parties, including the claims of Bistricher and the parties named in paragraph 13 hereof; and
- D. granting 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 7<sup>th</sup> day of April 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; to **Maurice Baumgarten**, Esquire, [mbaumgarten@anania-law.com](mailto:mbaumgarten@anania-law.com), ANANIA, BANDKLAYDER, BLACKWELL, BAUMGARTEN, TORRICELLA & STEIN; Bank of America Tower – Suite 4300, 100 SE 2<sup>nd</sup> Street, Miami, Florida

33131, Charles L. Neustein, Esquire, [clnlaw@yahoo.com](mailto:clnlaw@yahoo.com), CHARLES L. NEUSTEIN, P.A., 777 Arthur Godfrey Road, Second Floor, Miami Beach, Florida 33140, William Dufoe, Esquire, [william.dufoe@hkllaw.com](mailto:william.dufoe@hkllaw.com) and Robert W. Lang, Esquire, [bob.lang@hkllaw.com](mailto:bob.lang@hkllaw.com), HOLLAND & KNIGHT, LLP, 100 North Tampa Street, Suite 4100, Tampa, Florida 33602, Deborah Poore Fitzgerald, Esquire, [dfitzgerald@waltonlantaff.com](mailto:dfitzgerald@waltonlantaff.com), WALTON LANTAFF SCHROEDER & CARSON, LLP, Corporate Center, Suite 2000, 100 East Broward Boulevard, Fort Lauderdale, Florida 33301; and Peter Valori, Esquire, [pvalori@dvllp.com](mailto:pvalori@dvllp.com), DAMIAN & VALORI, LLP, 1000 Brickell Avenue, Suite 1020, Miami, Florida 33131.

Respectfully submitted,

BERGER SINGERMAN  
*Attorneys for Receiver Michael I. Goldberg*  
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Telephone: (305) 755-9500  
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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

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IN THE CIRCUIT COURT OF THE ELEVENTH 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,

Defendants,

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 BISLAYNE PARK, LLC, a Florida Limited Liability  
Company, DB CARROLL STREET, LLC, a Florida Limited  
Liability Company,

Relief Defendants.

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EXHIBIT  
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TEMPORARY INJUNCTION AND AGREED ORDER  
APPOINTING RECEIVER

This cause having come before the Court upon the State of Florida, Office of Financial Regulation's Complaint for a Temporary and Permanent Injunction and Appointment of a Receiver, and, after having reviewed the Complaint and Answer thereto filed by the Defendants and the Relief Defendants, and being otherwise advised in these premises, and further having heard of the agreement of the Parties, the Court does hereby:

ORDER AND ADJUDGE as follows:

1. It appears to the Court that an emergency exists in that the Defendants, Berman Mortgage Corporation ("Berman Mortgage"), M.A.M.C. Incorporated ("M.A.M.C."), and Dana J. Berman ("Berman") (collectively "Defendants"), and DB Atlanta, LLC, DB Durham, LLC, Normandy Holdings II, LLC., Normandy Holdings III, LLC, Waterside Acquisitions, LLC, DBKN Gulf Incorporated, Oceanside Acquisitions, LLC, DB Biloxi, LLC, DB Biloxi II, LLC, DB Biloxi III, LLC, DBDS Vero Beach, LLC, DB Tampa, LLC, DB Simpsonville, LLC, DBDS North Miami, LLC, Redlands Ranch Holdings, LLC, DBDS Biscayne Park, LLC and DB Carroll Street, LLC, who are defendants solely for purposes of equitable relief (the "Relief Defendants"), have violated and may continue to violate state securities laws and state mortgage lender laws in connection with the placement and servicing of mortgage loans which have been placed with investors who invested approximately \$192 million.

2. The Court is also concerned, and the evidence tendered to the Court shows that there is an imminent danger that the property of the Defendants and Relief

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Defendants may be further dissipated and/or commingled if a Temporary Injunction and the appointment of a receiver is not issued.

3. 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, credits 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 personal, tangible and intangible, of whatever kind and description, wherever situated of the Defendants, Berman Mortgage and M.A.M.C., and Relief Defendants. The Receiver shall retain custody and control of all of the foregoing pursuant to the terms of this Agreed Order. The Receiver shall file an inventory of the "Receivership Assets" within sixty (60) days of the entry of this Agreed Order.

4. The Court further finds that a temporary injunction shall be entered against all of the Defendants and Relief Defendants, and a Receiver appointed for Defendants, Berman Mortgage and M.A.M.C., and all Relief Defendants to prevent immediate and irreparable injury to the investors who have entrusted over \$192,000,000 to the Defendants and Relief Defendants.

5. Immediate and irreparable injury will result to numerous investors if, as alleged by Plaintiff in its Complaint, the Defendants' representatives are allowed to

transfer or commingle any assets(s) acquired with investor funds; or if the Defendants' and Relief Defendants' financial information is disturbed in any way which would have the effect of frustrating examination by the Court or the receiver. Any such injury would diminish the ability of the Defendants and Relief Defendants to satisfy an order of restitution or effect any rescission.

6. The Court has determined that it is probable that the Plaintiff would prevail on the claims and that the Plaintiff has no adequate remedy at law.

7. The appointment of a Receiver is both necessary and appropriate in this matter in order to prevent further waste and dissipation of the assets of the Defendants and Relief Defendants, to the detriment of its investors.

8. The State of Florida, Office of Financial Regulation is the agency charged, pursuant to Chapters 494 and 517, Florida Statutes, to protect the public from the illegal acts of mortgage brokerage and mortgage lending businesses and securities dealers and securities issuers, and the Court is therefore, waiving the bond requirement in this matter.

9. The Court finds that Plaintiff has a clear legal right to a statutory injunction as provided by Sections 494.0013 and 517.191, Florida Statutes.

**IT IS FURTHER ORDERED AND ADJUDGED:**

10. M.A.M.C., its officers, agents, servants, personal representatives, legal representatives, employees, and all other persons or entities acting in concert or cooperation with it, are hereby restrained and enjoined from the following acts:

A. Any and all violations of sections 494.0025 (4)(a), (b), (c) and (5), and 494.0072(2)(e), (f), (g) and (h), Florida Statutes;

B. Continuing to service loans for others in violation of Section 494.00721, Florida Statutes;

C. Co-mingling of investor funds in violation of 494.0076(1)(a)2, Florida Statutes.

11. The named Defendants and Relief Defendants, their officers, agents, servants, personal representatives, legal representatives, employees, and all other persons or entities acting in concert or cooperation with them, are hereby restrained and enjoined from the following acts:

A. Selling or offering to sell an unregistered security in this state, without first registering the security with the Office of Financial Regulation, in violation of section 517.07, Florida Statutes;

B. Selling or offering to sell any securities in or from offices in this state, or selling securities to persons in this state from offices outside this state, by mail or otherwise, without first being registered as a dealer, associated person, or issuer with the Office of Financial Regulation, in violation of section 517.12, Florida Statutes;

12. The named Defendants and Relief Defendants, their officers, agents, servants, personal representatives, legal representatives, employees, and all other persons or entities acting in concert or cooperation with them, are hereby restrained and enjoined from the following acts:

A. Dissipating, selling, conveying, alienating, divesting themselves of, withdrawing, pledging as security, transferring, assigning, giving away, or in any manner whatsoever disposing of any of the monies or assets, including checking accounts, savings accounts, money market accounts, certificates of deposit, or any deposit of cash,

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securities or other things of value and any and all real property and improvements thereon, and any motor vehicle, vessel, aircraft, jewelry, art and any other personal property or other assets of any description, obtained with or derived directly or indirectly from any investor monies obtained by the Defendants from the placing and servicing of loans, mortgages, and investments, no matter how ownership or title is held, including, but not limited to, Berman Mortgage, M.A.M.C. and Berman, or in the names of any of the Relief Defendants, DB Atlanta, LLC, DB Durham LLC, Normandy Holdings II, LLC., Normandy Holdings III, LLC, Waterside Acquisitions, LLC, DBKN Gulf Incorporated, Oceanside Acquisitions, LLC, DB Biloxi, LLC, DB Biloxi II, LLC, DB Biloxi III, LLC, DBDS Vero Beach, LLC, DB Tampa, LLC, DB Simpsonville, LLC, DBDS North Miami, LLC, Redlands Ranch Holdings, LLC, DBDS Biscayne Park, LLC and DB Carroll Street, LLC.

13. Michael I. Goldberg, whose telephone number is 954-463-2700, is appointed Receiver for Berman Mortgage Corporation, M.A.M.C. Incorporated, DB Atlanta, LLC, DB Durham, LLC, Normandy Holdings II, LLC., Normandy Holdings III, LLC, Waterside Acquisitions, LLC, DBKN Gulf Incorporated, Oceanside Acquisitions, LLC, DB Biloxi, LLC, DB Biloxi II, LLC, DB Biloxi III, LLC, DBDS Vero Beach, LLC, DB Tampa, LLC, DB Simpsonville, LLC, DBDS North Miami, LLC, Redlands Ranch Holdings, LLC, DBDS Biscayne Park, LLC and DB Carroll Street, LLC, and the Receivership Assets. The Receiver is hereby authorized to take and have possession of the Receivership Assets. The Receiver shall have complete and exclusive control, possession and custody of all Receivership Assets. The Receiver shall be vested with the usual powers and duties of equity receivers in like cases and is hereby authorized and

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NINTH JUDICIAL CIRCUIT  
MIAMI, FLORIDA

instructed to take possession of and control over the Defendants and Receivership Assets as defined herein, without any limitation of any kind as to his general duties.

14. All persons, including Berman Mortgage and MAMC, (the "Receivership Defendants"), all of their partners, directors, officers, agents, servants, employees, stockholders, personal representatives, legal representatives, attorneys, accountants, as applicable; and all persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, and specifically including any bank, brokerage company, or other financial or depository institution holding accounts for or on behalf of the Receivership Defendants shall promptly deliver to the Receiver all Receivership Assets in the possession or control of any one or more of them, and shall promptly surrender all books and records of any kind pertaining to the Receivership Defendants. This paragraph shall specifically apply to any and all depository and/or brokerage accounts held on behalf of the Receivership Defendants.

15. All persons, including the Receivership Defendants, and all of their partners, directors, officers, agents, servants, employees, stockholders, personal representatives, legal representatives, attorneys, accountants, as applicable, and all persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are stayed from:

- (a) Commencing, continuing or enforcing any suit or proceeding against the Receiver or the Receivership Assets, except with the prior permission of the Court;
- (b) Using self-help or executing or issuing or causing the execution or

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HARRY REYNOLDS, CLERK

issuance of any court attachment, subpoena, replevin, execution or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any property owned by or in the possession of the Receivership Assets or the Receiver, wherever situated;

(c) Attempting to modify, cancel, terminate, call, extinguish, revoke, or accelerate (the due date), of any lease, loan, mortgage, indebtedness, security agreement, or other agreement with any of the Receivership Assets or any entity controlled by them.

(d) Doing any act or thing whatsoever to interfere with the taking control, possession, or management, by the Receiver of the Receivership Assets and asset owned, controlled or in the possession of the entity in receivership, or to in any way interfere with or harass the Receiver, or to interfere in any manner with the exclusive jurisdiction of this Court over the Receivership Assets; and,

(e) Causing the issuance of a subpoena on the Receiver, except with the prior permission of the Court.

16. The Receiver is hereby authorized to make appropriate notification to the United States Postal Service and/or any private delivery/messenger service to forward delivery of any mail addressed to the Receivership Defendants, or any company or entity under the direction or control of the Receivership Defendants, to the Receiver. The Receiver is also authorized to open and inspect all such mail, to determine the location or identity of assets or the existence and amount of claims or any other purpose authorized by this Order.

17. The Receiver is further authorized to make such ordinary and necessary

payments, distributions, and disbursements and 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, including the authority to endorse all checks and drafts now or hereafter made payable to the Receivership Defendants.

18. Until further Order of the Court, this Order prohibits the prosecution of any civil action or other proceeding or the enforcement of any judgments against the Receivership Defendants.

19. The Receiver is hereby authorized to employ, without further order of the Court, such employees, accountants, and attorneys, consultants, investigators, and other professionals ("Outside Professionals") as is necessary and proper for the collection, preservation, maintenance and operation of the Receivership Assets, including entities of which the Receiver is a shareholder, to furnish legal, accounting and other advice to the Receiver for such purposes as may be reasonable and necessary during the period of receivership.

20. The Receiver is hereby authorized to receive and collect any and all sums of money due and owing to the Receivership Defendants, whether the same are now due or shall hereafter become due and payable, and is authorized to incur such expenses, satisfy such liabilities, and make such disbursements as are deemed, in his discretion, necessary and proper for the collection, preservation, maintenance and operation of the

A TRUE COPY  
CERTIFICATION ON LAST PAGE  
BENNY BROWN, CLERK

Receivership Assets. The Receiver may abandon Receivership assets to duly perfected secured or lien creditors, if after due investigation and notice to parties in interest, he determines that either the Receivership Defendants have no equity in such asset(s) or such asset(s) are burdensome to the estate or are of inconsequential value and harmful to the Receivership estate. Further, the Receiver shall maintain appropriate insurance for the Receivership assets, their premises and/or locations, if appropriate in the Receiver's sole discretion.

21. The Receiver is hereby authorized and specifically has standing to institute, defend, compromise or adjust such actions or proceedings in state or federal courts now pending and hereafter instituted, as may in his discretion be advisable or proper for the protection of the Receivership Assets or proceeds thereof, and to institute, prosecute, compromise or adjust such actions or proceedings in state or federal courts as may in his judgment be necessary or proper for the collection, preservation and maintenance of the Receivership Assets and/or on behalf of the Receivership Defendants.

By this authorization and empowerment, this Court specifically determines that the Receiver is not prohibited and shall not be barred from bringing any action or proceeding due to the doctrine of in pari delicto. In addition, the Receiver is further empowered and authorized to file suit against any person(s) or entity(ies) to recover property of any of the Receivership Defendants, including, but not limited to, fraudulent conveyances and other claims and causes of action of the Receivership Defendants.

The Receiver is authorized to set depositions and demand production of documents on five (5) business days' notice. Any objections to documents requested by the Receiver may be stated at the deposition and reserved for hearing.

WANT MORE CASH

22. Any and all attorney(ies), accountants and any and all other professionals handling any matter for the Receivership Defendants shall cooperate with the Receiver and deliver all files, including attorney/client privileged communications and documents and all work product to the Receiver at his direction, notwithstanding any claim of a retaining lien which, if valid, is not extinguished by the delivery of the documents.

Further, Berman Mortgage Corporation, M.A.M.C. Incorporated, Dana J. Berman, the Relief Defendants, and their officers, agents, partners, servants, employees and transferees shall cooperate fully with the Receiver and comply with the Receiver's request(s) for information, records and documentation so that the Receiver may perform his duties with full information and knowledge.

23. The Receiver and his retained personnel or professionals are entitled to reasonable compensation and expense reimbursement out of the Receivership Assets. The Receiver is authorized to pay from the receivership estate's funds eighty percent (80%) of the ordinary and reasonable fees and one hundred percent (100%) of the costs of such Outside Professionals upon receipt of a bill from the Outside Professionals. The remaining twenty percent (20%) of fees shall be withheld (the "holdback") pending final application to the Court for approval of all fees and expenses of such Outside Professionals, including the holdback.

24. The Receiver and his attorneys and his agents are entitled to rely on all outstanding rules of law and court orders, and shall not be liable to anyone for their own good faith compliance with any order, rule law, judgment, or decree. In no event shall the Receiver or his attorneys or his agents be liable to anyone for their good faith compliance with their duties and responsibilities as Receiver, attorney, or agent for

Receiver, nor shall the Receiver or his attorney or his agents be liable to anyone for any actions taken or omitted by them except upon a finding by this Court that they acted or failed to act, as a result of malfeasance, bad faith, gross negligence, or in reckless disregard of their duties. The Receiver and his attorneys and his agents shall be indemnified and held harmless out of the Receivership Assets for all costs and expenses, including reasonable attorney's fees, incurred as a result of such actions. The Receiver and his attorneys and his agents may rely on, and shall be protected in acting upon, any resolution, certificate, statement, opinion, report, notice, consent, order, or other paper or documents believed to be genuine and to have been signed or presented by the proper party or parties. The Receiver may consult with legal, financial, or accounting advisors for any action taken or omitted to be taken by it in accordance with the advice thereof. Persons dealing with the Receiver shall only look to the receivership Assets to satisfy any liability, and neither the Receiver nor his attorneys or his agents or professionals shall have any personal liability to satisfy any such obligation.

25. From time to time, upon the application of the Receiver, the Court may amend or reissue this Order.

26. The Receiver shall not be required to post any bond.

IT IS FURTHER ORDERED:

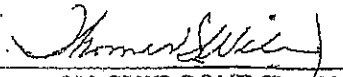
27. That this Court shall retain jurisdiction of this action for all purposes.

28. The Receiver is hereby authorized, empowered, and directed to apply to this Court, with notice to the Receivership Defendants named in this action for issuance of such other orders as may be necessary and appropriate in order to carry out the mandate of this Order.

IN WITNESS WHEREOF  
I, CLERK OF COURT,  
DO HEREBY CERTIFY  
THIS 12TH DAY OF  
MAY, 2011.

IT IS FURTHER ORDERED that this Order will remain in effect until and unless modified by further Order of this Court.

DONE AND ORDERED in Chambers, in Miami, Miami-Dade County, Florida, on this 11 day of December 2007.



CIRCUIT COURT JUDGE

THOMAS S. WILSON, Jr.

Copies furnished to:  
Alan L. Goldberg, Chief Restructuring Officer, M.A.M.C.  
Dana J. Berman  
Daren A. Schwartz  
Michael I. Goldberg, Esquire, Receiver  
Cristina Saenz, Assistant General Counsel, Office of Financial Regulation

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

I hereby certify that the foregoing is a true and correct copy of the original on file in this office 12/11 AD 2007

HARVEY RAYEN, CLERK  
Circuit and County Courts (SEAL)

Deputy Clerk 





IN THE CIRCUIT COURT OF THE  
SIXTH JUDICIAL CIRCUIT IN AND  
FOR PASCO COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: 51-2003-CA -942ES

ALEX BISTRICER, as limited  
Partner of GULF ISLAND RESORT  
L.P., et al.,

JUDGE: WAYNE L. COBB

Plaintiffs/Counterclaim Defendants,

vs.

COASTAL REAL ESTATE ASSOCIATES,  
INC., etc., et al.,

Defendants/Counterclaim Plaintiffs.

---

COASTAL REAL ESTATE ASSOCIATES,  
INC., etc., et al.,

Defendants/Counterclaim Plaintiffs/  
Third-Party Plaintiffs,

vs.

CANDY SMITH, etc., et al.,

Third-Party Defendants.

PARTIAL FINAL JUDGEMENT ON ACTION TO QUIET TITLE

This action was tried before the Court. Matters arose during trial, which resulted in an Evidentiary Hearing on August 8, 2006, upon a Motion for Contempt and Sanctions. This Court granted Defendants' Motion for Contempt and Sanctions in an Order dated August 30, 2006. Therefore, pursuant to Defendants, Oceanside

EXHIBIT

"B"

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Acquisitions, LLC and DBKN Gulf Incorporated's, Motion for Entry of Final Judgment as to Quiet Title and Slander of Title Actions, it is

ADJUDGED that:

1. Good and marketable title to Units 104-A, 105-A, 111-A, 202-A, 210-A, 301-A, 302-A, 308-A, 311-A, 401-A, 406-A, 408-A, 510-A, 601-A, 704-A, 706-A, 803-A, and 804-A, of GULD ISLAND BEACH AND TENNIS CLUB I, A CONDOMINIUM, according to the Declaration of Condominium thereof filed for record in Official Records Book 1381, at Page 992, of the Public Records of Pasco County, Florida, together with all dock spaces, parking spaces and other limited common elements appurtenant thereto, and Condominium Unit 201-W of GULD ISLAND BEACH AND TENNIS CLUB II, A CONDOMINIUM, according to the Declaration of Condominium thereof filed for record in Official Records Book 3300, at Page 208, of the Public Records of Pasco County, Florida, is quieted in favor of Oceanside Acquisitions, LLC, which shall be entitled to immediate possession thereon.

2. Good and marketable title to the property known as, SECTION 32, TOWNSHIP 24 SOUTH, RANGE 16 EAST, Pasco County, Florida; being more particularly described as follows:

Commence at the Northeast corner of the Northeast one-quarter (1/4) of Section 33, Township 24 South, Range 16 East; thence 89° 36' 30" West a distance of 3170.03 feet to the POINT OF BEGINNING; thence run due South a distance of 883.80 feet; thence run South 83° 03' 23" West a distance of 33.41 feet; thence run South 08° 30' 58" East a distance of 319.09 feet; thence run South 03° 00' 00" West a distance of 5.63 feet; thence run North 87° 00' 00" West a distance of 91.87 feet; thence run South 03° 00' 00" a distance of 134.74 feet; thence run South 89° 29' 25" West a distance of 175.92 feet; thence run due North a distance of 1341.45 feet; and thence run North 89° 36' 30" East a distance of 287.99 feet to the POINT OF BEGINNING.

Is quieted in favor of DBKN Gulf Incorporated and said Defendant shall be entitled to immediate possession of the subject property and entry thereon.

3. This Court retains jurisdiction over this action to award attorney's fees and costs pursuant to Defendant's pending Motion for Attorney's Fees and Costs.

DONE AND ORDERED in Chambers, at Pasco County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2007:

\_\_\_\_\_  
CIRCUIT JUDGE

SIGNED AND DATED  
MAY - 9 2007  
WAYNE L. COBB  
CIRCUIT JUDGE

*Copies furnished to:*

ATTORNEYS FOR PLAINTIFFS/COUNTER-DEEDANT AND THIRD-PARTY DEFENDANTS

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ATTORNEYS FOR DEFENDANT STEVEN CARLYLE CRONIG

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