

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, et al.

Relief Defendants.

THE ORIGINAL  
FILED ON:  
MAR 08 2010  
IN THE OFFICE OF  
CIRCUIT COURT DADE CO., FL

**RECEIVER'S MOTION FOR AN ORDER APPROVING THE SALE OF ALL OF THE  
ASSETS OF RELIEF DEFENDANT, DB BILOXI II, LLC TO GLP PROPERTIES, LLC,  
AND FOR APPROVAL OF THE RELEASE BY MAMC, INC OF A DEED OF TRUST  
ISSUED BY DB BILOXI II, LLC AND TO APPROVE A DISTRIBUTION PROCEDURE**

Michael I. Goldberg, as 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") files this Motion for an Order Approving the Sale of All of the Assets of Relief Defendant, DB Biloxi II, LLC, authorizing MAMC, INC to release the Deed of Trust issued by DB Biloxi II in exchange for receipt of all of the sale proceeds of the Sale and to approve a distribution procedure and states:

1. On December 11, 2007, this Court appointed Michael Goldberg as Receiver for the Defendants and the Relief Defendants. Pursuant to this Court's Authority, the Receiver is vested with the usual powers and duties of equity Receivers with respect to the property of the Defendants and Relief Defendants. *See* Receivership Order, at ¶ 13

2. DB Biloxi II, LLC ("DB Biloxi II") is a Relief Defendant that at the time this Receivership was instituted, was a single purpose real estate entity and the owner and developer of a condominium property, known as Le Chateau, located at 1994 Beach Boulevard in Biloxi, Mississippi, ("Le Chateau Project"). DB Biloxi II has entered into an Asset Purchase Agreement, subject to court approval, with GLP Properties, LLC. DB Biloxi II holds and owns title to the real property at 1994 Beach Boulevard, Biloxi, Mississippi, subject to a declaration of condominium. DB Biloxi II owns 32 unsold developer units listed in Exhibit A to the Amended and Restated Commercial Real Estate Purchase Agreement (The Agreement) between DB Biloxi II and GLP Properties, LLC and owns certain deeds of trust in conjunction with the Lender Condominium units listed in Exhibit A to the Agreement. (The Agreement is attached hereto and made a part hereof as Exhibit 1 to this motion).

3. The Le Chateau Project suffered substantial property damage as a result of Hurricane Katrina and was deemed a total loss and condemned by the City, to the extent not already destroyed. The property has been leveled.

4. The Receiver has attempted to market the property of DB Biloxi II in the best interests of the MAMC Lenders, which group the Receivership was designed to protect and, after considerable effort, obtained a contract from GLP Properties, LLC. Accordingly, the Receiver believes that the sale contemplated by the Agreement is in the best interests of the Receivership Estate and the Lenders.

5. The Receiver executed, subject to this Court's approval, the Agreement pursuant to the Court's Receivership Order authorizing the Receiver to execute contracts, instruments, and

other agreements on behalf of the Receivership Defendants and the entities controlled by the Receivership Defendants. The Court's Receivership Order provides that:

[t]he 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, at ¶17. (emphasis added)

6. The Agreement provides for the sale to GLP Properties, LLC of the Seller Units and the notes and mortgages held by DB Biloxi II on the five Lender Units (collectively, the Property) for a purchase price of \$500,000.00 with closing to occur on or before ten business days from the date this Court approves the sale of the Property pursuant to the Agreement.

7. MAMC, Inc as loan servicer on behalf of MAMC Lenders and holds a land deed of trust on the Property securing a promissory note in the original amount of \$7,900,000. The Receiver seeks a court order authorizing the release of the land deed of trust in exchange for payment to the MAMC Lenders of all of the sale proceeds contemplated under the Agreement. The Receiver seeks the Court's approval of the execution of the Agreement and the authorization to perform all acts reasonably necessary to close on the Agreement for the sale of the Property including execution of a satisfaction of documents necessary to release the land deed of trust.

8. The Committee of Lenders regarding the DB Biloxi II, LLC project have approved this transaction. Pursuant to the notice procedures established by this Court, the Receiver will post this Motion including the Agreement, and Notice of Hearing on the Receivership website and notify the Lenders of the posting via the e-mail distribution procedures established for the purposes of the Receivership.

9. Upon the closing of the transaction, the Receiver seeks approval to distribute the net sales proceeds as follows:

- a. Payment to Berger Singerman, P.A. for representation of the Receiver in relation to the instant project including its efforts related to this Motion and payment for Mississippi Counsel in relation to the closing;
- b. Payment of the Receiver's fee to Akerman Senterfitt for representation of the Receiver in relation to the instant transaction;
- c. Payment of taxes
- d. Return of principal pro rata to the MAMC Lenders.

10. The Receiver will post on the web page notice of the amount and recipient of proposed distributions ("The Notice") and will distribute the sales proceeds in accordance with the same if no objection is filed with this court within 10 days of the posting. If an objection is filed, the Receiver shall remain authorized to distribute the portions of the distribution to which no objection was made in accordance with the Notice. Any portion of the proposed distribution subject to objection shall be held in escrow and the objection shall be set for hearing.

**WHEREFORE**, the Receiver respectfully requests that this Court enter an Order:

- a. finding that the notice and established procedures of posting to the Receivership website and e-mail distribution to the Lenders constitute adequate notice of the instant motion and hearing thereon;
- b. approving the Sale of the all of the Assets of DB Biloxi II, LLC pursuant to the Agreement and the Receiver's execution of the Agreement;
- c. approving the release of the land deed of trust in exchange for the MAMC, Lenders receiving the net proceeds of the sale;

- d. authorizing the Receiver to perform all acts and execute all documents necessary to effectuate the terms of the Agreement and close on the sale of the Property pursuant to the Agreement; and
- e. authorizing the proposed distribution procedures.

Respectfully submitted,

**BERGER SINGERMAN**

*Attorneys for Receiver, Michael Goldberg*  
200 South Biscayne Boulevard, Suite 1000  
Miami, FL 33131

Telephone: (305) 755-9500

Facsimile: (305) 714-4340

E-Mail: [jgassenheimer@bergersingerman.com](mailto:jgassenheimer@bergersingerman.com)

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

~~JAMES D. GASSENHEIMER~~

Florida Bar No. 959987

ARIADNA HERNANDEZ

Florida Bar No. 020953

**CERTIFICATE OF SERVICE**

**WE HEREBY CERTIFY** that a true and correct copy of the foregoing has been furnished by U.S. Mail on this 8<sup>th</sup> day of March, 2010, to the attached Service List.

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

~~ARIADNA HERNANDEZ~~

Florida Bar No. 020953

E-Mail: [ahernandez@bergersingerman.com](mailto:ahernandez@bergersingerman.com)

**SERVICE LIST**

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**Assistant General Counsel**  
STATE OF FLORIDA  
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*Darlene Levasser,*  
*Robert Dzimidas IRA,*  
*Lawrence Meyer IRA,*  
*Lawrence Meyer Roth IR*  
*Mary Joe Meyer SD IRA*  
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*Counsel for Flagstar Bank*  
ADORNO & YOSS, LLP  
2525 Ponce de Leon Boulevard, Suite 400  
Coral Gables, FL 33134

**GLC Propoerties, LLC**  
45 Katherine Blvd Suite 218  
Palm Harbor, FL  
Attn A. Pawlan

cc: The Honorable Jerald Bagley (*via U.S. Mail*)  
Michael Goldberg, Esq., as Receiver (*via e-mail*)  
The Investor(s)/Lender(s) Group (*via e-mail*)  
Posted to the Berman Mortgage Website

2636116-3

**AMENDED AND RESTATED**  
**COMMERCIAL REAL ESTATE PURCHASE AGREEMENT**

THIS AMENDED AND RESTATED COMMERCIAL REAL ESTATE PURCHASE AGREEMENT ("Agreement") is entered into as of February 12, 2010 between DB BILOXI II, LLC, a Florida limited liability company, ("SELLERS" (whether singular or plural)) and GLP PROPERTIES, LLC, a Mississippi limited liability company ("PURCHASERS" (whether singular or plural)). This Agreement amends and restates the Commercial Real Estate Purchase Agreement between the parties dated as of November 24, 2009.

1. General. In consideration of the execution of this Agreement and of the mutual covenants and promises of the parties, SELLERS agree to sell to PURCHASERS (or its nominee) and PURCHASERS agree to purchase from SELLERS the condominium units (and undivided percentage interest in the common areas associated therewith) situated at Le Chateau Condominiums, 1994 Beach Boulevard, Biloxi Mississippi, more fully described on Exhibit A attached hereto and incorporated herein by reference (the "Seller Units"). The Seller Units, associated percentage interests in the common area, real estate and premises (including all buildings, structures and improvements permanently attached to the real estate and premises) shall be referred to throughout this Agreement as the "Real Estate." The SELLERS also agree to sell to PURCHASER all notes and mortgages held by SELLERS with respect to the condominium units described as "Lender Units" on the attached Exhibit A (the "Loan Documents").

2. Purchase Price. The total purchase price of the Real Estate and the Loan Documents is FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).

3. Earnest Money. Fifty Thousand Dollars (\$50,000.00) of the total purchase price is payable as earnest money upon the signing of this Agreement. The earnest money shall be held in escrow by the SELLERS' receiver, Akerman Sentefitt (Escrow Agent). The earnest money shall be refundable in the event that SELLERS breach their obligations to PURCHASERS or in the event that the PURCHASER timely rejects the Loan Documents, condition of title to the Real Estate or the form of Court Approval, each as discussed below.

4. Payment of Balance. The total amount of the purchase price minus the earnest money payment shall be paid at the closing of the transaction contemplated in this Agreement.

5. Date of Closing. Unless extended by mutual written agreement of the parties, the closing of the real estate sale transaction (the "Closing") shall be held via overnight mail on or before the date ten (10) business days following the Court Approval through the escrow services of a nationally recognized title company acceptable to PURCHASERS ("Title Company").



6. Closing. On the date of closing, (i) PURCHASERS shall pay the balance of the purchase price as adjusted by the Closing Statement by wire transfer or by any method acceptable to SELLERS, (ii) SELLERS shall deliver to PURCHASERS a good and sufficient Special Warranty Deed in proper form to be recorded, conveying to PURCHASERS marketable title in the Real Estate, free of all encumbrances other than easements and restrictions of record which do not interfere with PURCHASERS' intended use of the Real Estate, and such other encumbrances as PURCHASERS are willing to accept, (iii) SELLERS shall deliver to PURCHASER an assignment and endorsement of the Loan Documents in proper form to be recorded, conveying to PURCHASERS marketable title in the Loan Documents, and (iv) SELLERS shall deliver to PURCHASERS a title commitment for a policy of owner's title insurance as provided in paragraph 7.

7. Title Insurance. SELLERS shall provide PURCHASERS with a title commitment for a policy of owner's title insurance with standard exceptions insured over, issued by Title Company, insuring the title of the Real Estate to PURCHASERS in the full amount of the purchase price and that the Real Estate is subject to a first priority lien evidenced by the Loan Documents. At or prior to the closing, SELLERS shall comply with any requirements imposed by Title Company as conditions precedent to the issuance of the final owner's title insurance policy, and SELLERS shall also deliver, either to PURCHASERS or to Title Company, payment in full for the owner's title insurance premium and the costs of any title searches (including, the reimbursement of any amounts paid by the PURCHASERS). It shall be the responsibility of PURCHASERS to notify the title insurance company to issue the final owner's title policy.

8. Board of Directors. Immediately prior to delivery of the Special Warranty Deed to PURCHASERS, SELLERS shall execute an instrument as Successor Developer (in form acceptable to PURCHASERS) which shall remove the current officers and Board of Directors of Le Chateau Condominium Homeowners' Association, Inc. and appoint three directors chosen by PURCHASERS at, or prior to, Closing.

9. Costs. SELLERS shall pay any costs (including brokerage commissions) incurred by it, and the county and state transfer tax. PURCHASERS shall pay the recording fee for the Special Warranty Deed and the assignment of the Loan Documents. SELLERS and PURCHASERS shall divide equally any closing fees charged by Title Company. All other costs shall be allocated as provided in this Agreement. Sellers and Purchasers shall each pay the costs of their attorneys.

10. Real Estate Taxes, Assessments, and Insurance. Real Estate taxes for all years prior to the year of Closing shall be the responsibility of SELLERS and paid at closing. Real Estate taxes for the year that Closing takes place shall be prorated between the parties on a calendar year basis as of the date of Closing. The proration shall be based upon the most recent ascertainable taxes in the event that the amount of taxes for the current year cannot be determined at the time of closing. For purposes of proration, taxes shall be deemed to be paid in arrears. SELLERS further agree to pay all installments of special assessments currently owed, if any, and PURCHASERS shall pay all future installments of special assessments, if any.



11. As Is. PURCHASERS specifically acknowledge that they are purchasing the Real Estate "as is," and that SELLERS are not making, nor are PURCHASERS relying upon, any warranty or representation whatsoever concerning the condition of the Real Estate except as may otherwise be expressly stated herein.

12. Seller's Warranties. Seller makes the following representations and warranties which are true and accurate as of the date of this Agreement and as of Closing:

- (a) Seller has no knowledge of any violations of city, county, state, federal, building, land use, fire, health, safety, environmental, hazardous materials or other governmental or public agency codes, ordinances, regulations, or orders with respect to the Property, or any lands adjacent to the Property.
- (b) No litigation is pending, or, to the best of Seller's knowledge, threatened or likely with respect to the Property, Seller's interest therein, or which would inhibit Buyer obtaining clear title to the Property.
- (c) Seller has no knowledge of any facts concerning the Property that would adversely affect the ability of Buyer to develop the Property as a retail facility.
- (d) To the best of Seller's knowledge and except as disclosed to Seller in writing, the Property is not contaminated with, nor threatened with contamination from outside sources by, any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, county, local or regional authority or which is known to pose a hazard to health and safety and the Property has never been used for a landfill, dump site, underground improvements, storage of hazardous or regulated substances, or by a manufacturer of any product or for any other industrial use, nor is the Property subject to any wetlands or other environmental limitation.
- (e) Except as disclosed to Buyer on Schedule 14(e) attached hereto and made a part hereof, there are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal affecting or relating to the Property in any way.
- (f) Except to the extent this Agreement provides otherwise, the Property will remain in the condition existing as of the execution of this Agreement until Closing.
- (g) The individual(s) signing this Agreement on behalf of Seller have the authority to bind the Seller to the agreements set forth herein.

SELLERS acknowledge that the warranties and representations made herein by SELLERS are a material inducement to PURCHASERS' entry into this Agreement, and PURCHASERS are entitled to rely upon these representations and warranties, despite independent investigation taken by PURCHASERS. SELLERS shall take or cause to be taken, all reasonable action necessary to cause the foregoing agreements, warranties, covenants, and representations to remain true and correct in all respects from the date hereof and through the Closing. The foregoing representations and warranties shall survive the Closing for 6 months.

13. Court Approval. Notwithstanding any other provision of this Agreement, this Agreement is contingent upon the approval (the "Court Approval") of the Court (the "Court") in *State of Florida v. Berman Mortgage Corporation, et al (07-43672 CA 09) Miami-Dade County, Florida* (the "Case"). If PURCHASERS are not, in their sole discretion, completely satisfied with resolution of the above referenced contingency, PURCHASERS may by written notice to SELLERS declare this Agreement null and void, and any earnest money payment will be returned to PURCHASERS. If SELLERS receive no notice of termination on or before 5:00PM (LOCAL TIME) two (2) business days following receipt by PURCHASER of the evidence of Court Approval, then it will be presumed that the conditions set forth in this Section 13 have been satisfied and PURCHASERS shall be obligated to close the transaction pursuant to the provisions of this Agreement.

14. Delivery of Real Estate and Loan Documents. SELLERS shall deliver the Real Estate to PURCHASERS in the Real Estate's present condition, reasonable wear and tear excepted. All risk of loss or damage to the Real Estate prior to the closing shall be borne by SELLERS. SELLERS shall deliver the originals of the Loan Documents (and all available records related thereto) to the extent available to PURCHASERS. SELLERS shall deliver to PURCHASERS all records of Le Chateau Condominium Homeowners' Association, Inc. in its possession and shall use their best efforts to cause the current offices and directors of Le Chateau Condominium Homeowners' Association, Inc. to deliver to PURCHASERS all records of the Le Chateau condominium association in their possession.

15. Default. Except in cases where the return of the earnest money payment is specifically provided for elsewhere in this Agreement, in the event PURCHASERS default in carrying out the obligations of this Agreement for any reason which is not due to the fault of SELLERS, then PURCHASERS shall forfeit as liquidated damages the earnest money payment. Said forfeiture remedy shall be the exclusive remedy available to SELLERS. If SELLERS cannot provide a marketable title upon notice of any defect in the title by PURCHASERS, SELLERS shall be given a reasonable time to cure said defect or to obtain title insurance insuring, in a manner satisfactory to PURCHASERS, PURCHASERS' title against such defect. If said defect is not cured or insured against, then, at the option of PURCHASERS, they may rescind this contract and SELLERS shall return the earnest money payment to PURCHASERS. In the event there is a dispute over the earnest money deposit and the parties litigate or arbitrate the issue, then the prevailing party shall be entitled to recover reasonable attorney fees and costs from the other party.

16. Gender and Number. The pronouns and relative words used in this Agreement are written in the plural. If, however, only one person joins in the execution of this Agreement as SELLERS or PURCHASERS, or either party be of the masculine sex, feminine sex or corporation, such words shall be construed as if written in singular, masculine, feminine or neuter, respectively.

17. Entire Agreement. This Agreement represents the entire Agreement between the parties; all prior negotiations and representations, whether written or oral, are merged in this Agreement.

18. Deliveries and Further Assurances. Each party shall deliver to the Title Company and the other party such documents, agreements, declarations and instruments as may be reasonably necessary to consummate the sale of the Real Estate and Loan Documents to PURCHASERS as contemplated herein.

19. Real Estate Commission. SELLERS are solely responsible for real estate sales commissions to be paid to Terranova Corporation.

20. Notices. All notices required or permitted to be given hereunder shall be in writing, delivered in person, via facsimile or mailed postage prepaid by certified mail, return receipt requested, or sent by nationally recognized overnight courier (e.g., FedEx, UPS or DHL), fees paid, in each case addressed to the mailing addresses given herein and shall be effective upon the date of mailing, deposit with overnight courier, hand delivery, or sending of the facsimile. Notices shall be directed as follows:

If to SELLERS:

Mr. Michael Goldberg  
Receiver for DB Biloxi II, LLC  
c/o Akerman Senterfitt  
350 East Las Olas Boulevard  
Suite 1600  
Fort Lauderdale, FL 33301-2229  
Fax: 954-463-2224

With a copy to:

William C. Byrd, II  
Bradley Arant Boult Cummings LLP  
1819 5<sup>th</sup> Avenue North  
Birmingham, AL 35203

If to PURCHASERS:

GLP Properties, LLC  
45 Katherine Blvd. Suite 218  
Palm Harbor, FL 34684  
Attn: A. Pawlan  
Fax: 727-474-9917

The parties shall be responsible for notifying each other of any change of address.

21. Construction. This Agreement shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Mississippi.

22. Persons Bound. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

23. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement.

24. Merger. There shall be merger of this Agreement by or into the Special Warranty Deed delivered by SELLERS for the transfer of the Real Estate unless an item is specifically excluded..

25. Discretion. Whenever this Agreement requires either PURCHASERS' or SELLERS' consent, election, approval or similar action or otherwise vests in PURCHASERS and SELLERS the authority to make decisions and/or determinations, such actions shall be made or withheld in PURCHASERS or SELLERS respectively reasonable discretion, unless specifically provided otherwise and the granting of any consent, election, approval or similar action by PURCHASERS or SELLERS respectively in any instance shall not constitute continuing consent, election, approval or similar action in subsequent instances where such is required.

26. Memorandum. PURCHASERS shall be permitted to record a memorandum of this Agreement in the real estate records of Harrison County, Mississippi.

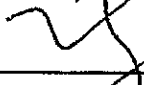
27. Venue and Jurisdiction. **THE PARTIES HERETO AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LITIGATED IN COURTS LOCATED IN HARRISON COUNTY, MISSISSIPPI. THE PARTIES HEREBY IRREVOCABLY CONSENT AND SUBMIT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN HARRISON COUNTY, MISSISSIPPI OR THE FEDERAL COURT FOR SUCH COUNTY.**

28. Waiver of Jury Trial. **SELLERS AND PURCHASERS EACH WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (i) UNDER THIS AGREEMENT OR ANY RELATED DOCUMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT OR RELATED DOCUMENT OR (ii) ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**

The parties have signed this Agreement on the date first written above.


**SELLERS:**

**DB BILOXI II, LLC**

By:   
Name: Michael J. Goldberg  
Its: Receiver

**PURCHASERS:**

**GLP PROPERTIES, LLC**

By:  POA  
Andrew Pawlan  
Manager

**EXHIBIT A  
TO  
AMENDED AND RESTATED  
COMMERCIAL REAL ESTATE PURCHASE AGREEMENT**

| Le Chateau Condominiums |                     | Le Chateau Condominiums |                                   |                     |
|-------------------------|---------------------|-------------------------|-----------------------------------|---------------------|
| Seller Units            |                     | Lender Units            |                                   |                     |
| Unit                    | Percentage Interest | Unit                    | Borrower/Owner                    | Percentage Interest |
| 104                     | 1.927%              | 101                     | Sterling Resorts, LLC             | 2.367%              |
| 103                     | 1.429%              | 102                     | Yellow Tail, LLC Cheryl Bouderaux | 1.927%              |
| 105                     | 2.367%              | 210                     | Waterside Acquisitions, LLC       | 0.774%              |
| 106                     | 2.367%              | 410                     | Yellow Tail, LLC                  | 0.774%              |
| 109                     | 1.927%              | 506                     | Waterside Acquisitions, LLC       | 2.367%              |
| 110                     | 2.367%              |                         |                                   |                     |
| 201                     | 2.367%              |                         |                                   |                     |
| 204                     | 1.927%              |                         |                                   |                     |
| 205                     | 2.367%              |                         |                                   |                     |
| 206                     | 1.927%              |                         |                                   |                     |
| 211                     | 0.774%              |                         |                                   |                     |
| 215                     | 0.774%              |                         |                                   |                     |
| 301                     | 2.367%              |                         |                                   |                     |
| 302                     | 1.927%              |                         |                                   |                     |
| 303                     | 1.429%              |                         |                                   |                     |
| 305                     | 2.367%              |                         |                                   |                     |
| 306                     | 2.367%              |                         |                                   |                     |
| 307                     | 1.927%              |                         |                                   |                     |
| 309                     | 1.927%              |                         |                                   |                     |
| 310                     | 2.367%              |                         |                                   |                     |
| 401                     | 2.367%              |                         |                                   |                     |
| 405                     | 2.367%              |                         |                                   |                     |
| 406                     | 1.927%              |                         |                                   |                     |
| 407                     | 1.429%              |                         |                                   |                     |
| 409                     | 0.774%              |                         |                                   |                     |
| 503                     | 1.429%              |                         |                                   |                     |
| 504                     | 1.927%              |                         |                                   |                     |
| 505                     | 2.367%              |                         |                                   |                     |
| 507                     | 1.927%              |                         |                                   |                     |
| 508                     | 1.429%              |                         |                                   |                     |
| 509                     | 1.927%              |                         |                                   |                     |
| 510                     | 2.367%              |                         |                                   |                     |

**SCHEDULE 14(e)  
TO  
AMENDED AND RESTATED  
COMMERCIAL REAL ESTATE PURCHASE AGREEMENT**

**NONE**