

**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,

Defendant.

and

DB ATLANTA, LLC, a Florida limited liability
company, et al.,

Relief Defendants.

**RECEIVER'S MOTION FOR AUTHORIZATION TO ENTER
INTO AN EXCLUSIVE LISTING AGREEMENT WITH
COASTAL REAL ESTATE ASSOCIATES TO MARKET
AND SELL DBKN GULF INCORPORATED, LLC'S PROPERTY**

Michael I. Goldberg, the receiver of Defendants Berman Mortgage Corporation ("BMC"), M.A.M.C. Incorporated ("MAMC"), *et al.*, and Relief Defendants DB Atlanta, LLC, *et al.* ("Receiver"), hereby files this Motion for Authorization to Enter into an Exclusive Listing Agreement with Coastal Real Estate Associates ("Broker") to Market and Sell DBKN Gulf Incorporated, LLC's Property. In support of this Motion, the Receiver states as follows:

1. During the real estate boom in the mid-2000's, BMC invested in 100 real estate projects and vacant properties, using \$192 million in funds loaned from approximately 640 individual lenders ("Lenders"). The loans were secured by the properties.

2. MAMC serviced the loans pursuant to servicing agreements entered into between the individual Lenders and MAMC. Initially, MAMC serviced about 104 mortgage loans.

3. On December 11, 2007, upon the plaintiff's motion for temporary and permanent injunction and for appointment of a receiver, this Court (the "Receivership Court") appointed Michael Goldberg as the receiver for Berman Mortgage, MAMC and the Relief Defendants (collectively, the "Receivership Defendants") to prevent the waste and dissipation of the Receivership Defendants' assets to the detriment of the Lenders.

4. DBKN Gulf Incorporated, LLC ("DBKN Gulf") is one of the original Relief Defendants. DBKN Gulf was formed by Dana Berman and Keith Novak, who purchased a parcel of vacant land at the Gulf Island Resort in Pasco County, Florida (the "Vacant Land") from Gulf of Mexico Enterprises, Inc. ("GME") in February of 2003. To complete its purchase of the Vacant Land, DBKN borrowed \$875,000.00 from individual Lenders, payment of which was secured by a Mortgage encumbering the Vacant Land.

5. Upon the request of DBKN, the Lenders subsequently advanced an additional \$115,000 to BDKN, as documented by the Notice of Future Advance; Modification of Note, Mortgage and Related Loan Documents and secured by the Mortgage encumbering the Vacant Land.

6. The Vacant Land has been tied up litigation since 2003 due to a lawsuit filed by Alex Bistricher ("Bistricher"), who owned the Vacant Land prior to GME. Although GME, with Bistricher's knowledge, held title to the Property for several years, Bistricher did not challenge the ownership of the Vacant Land (and other property) until after the Vacant Land was acquired by DBKN. In 2003, Bistricher commenced a quiet title action (the "Quiet Title Action") in Pasco

County Circuit Court styled *Alex Bistricer, as limited partner of Gulf Island Resort, L.P. and Gulf Island Resort, L.P. v. Coastal Real Estate Associates, et al.*

7. On May 9, 2007, pursuant to the Partial Final Judgment on Action to Quiet Title, the Pasco County Court entered an Order vesting title to the Vacant Land to DBKN Gulf. However, Bistricer continued to litigate related issues in the case, which rendered the Vacant Land unmarketable.

8. After the commencement of the receivership, the case was transferred to the Eleventh Judicial Circuit, Case No. 08-79169 CA (09) pursuant to the June 13, 2008 *Order Granting Receiver's Motion to Approve the Assignment of the Pasco County Matters to the Receivership Court.*

9. The Receivership Court subsequently entered final summary judgment in favor of DBKN. In 2009, Bistricer appealed the decision of the Receivership Court to the Third District Court of Appeals, Case No. 3D09-3002, who affirmed the decision of the Receivership Court. Thereafter, Bistricer appealed to the Florida Supreme Court, Case No. SC11-1213. On December 12, 2011, the Florida Supreme Court dismissed the appeal for lack of jurisdiction.

10. It is the intention of the Receiver to market and sell the Vacant Land by entering into an Exclusive Sales Listing Agreement ("Agreement") with the Broker. The Agreement is for a duration of six months. A true and correct copy of the Agreement is attached hereto as Exhibit 1.


11. The Receiver is authorized to enter into agreements and take such action as he deems advisable or proper for the marshaling, maintenance or preservation of the Receivership Assets. *See Receivership Order at ¶ 17.*

12. The Receiver has consulted with the lender committee for DBKN Gulf¹, who have advised the Receiver that they approve his entering into the Agreement on behalf of DBKN Gulf.

WHEREFORE, Michael I. Goldberg, in his capacity as Receiver of Berman Mortgage, M.A.M.C. and related entities, respectfully request this Court to enter an Order authorizing the Receiver to enter into the agreement described herein and to grant such further relief as is just and proper.

Respectfully submitted,

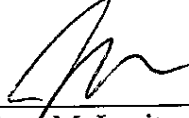
AKERMAN SENTERFITT
Las Olas Centre II, Suite 1600
350 East Las Olas Boulevard
Fort Lauderdale, FL 33301-2229
Phone: (954) 463-2700
Fax: (954) 463-2224
Email: joan.levit@akerman.com

By: 

Joan M. Levit, Esquire
Florida Bar No. 987530

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on this 31 day of May, 2012, a true and correct copy of the motion was furnished via U.S. Mail to the parties on the attached Service List. A copy of the motion (and the Notice of Hearing) will also be posted on the receivership website.

By: 

Joan M. Levit

¹ At the outset of the receivership, the Receiver set up committees comprised of lenders for each loan and one overall committee made up of at least one lender from each loan ("Executive Committee") to advise the Receiver.

SERVICE LIST

Cristina Saenz
Assistant General Counsel
STATE OF FLORIDA
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401 N.W. 2nd Avenue, Suite N-708
Miami, FL 33128

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Miami, Florida 33131

Don Rosenberg
PECKAR & ABRAMSON
ONE S.E. THIRD AVE., SUITE 3100
Miami, FL 33131

Exclusive Right of Sale Listing Agreement



1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between
2 DBKN Gulf Incorporated, Inc. ("Seller") and
3 Coastal Real Estate Associates, Inc. ("Broker")

4 1. **AUTHORITY TO SELL PROPERTY:** Seller gives Broker the **EXCLUSIVE RIGHT TO SELL** the real and personal property
5 (collectively "Property") described below, at the price and terms described below, beginning the 30 day of
6 April, 2012, and terminating at 11:59 p.m. the 30 day of September, 2012
7 ("Termination Date"). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this
8 Agreement will automatically extend through the date of the actual closing of the sales contract. Seller and Broker
9 acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race,
10 color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law. Seller
11 certifies and represents that he/she/it is legally entitled to convey the Property and all improvements.

12 2. **DESCRIPTION OF PROPERTY:**
13 (a) Real Property Street Address: Phase IV Sea Ranch Dr, Hudson FL 34667
14
15 Legal Description: Lengthy legal see attached legal description
16 See Attachment
17 (b) Personal Property, including appliances: _____
18 _____
19 See Attachment
20 (c) Occupancy: Property is is not currently occupied by a tenant. If occupied, the lease term expires _____

21 3. **PRICE AND TERMS:** The property is offered for sale on the following terms, or on other terms acceptable to Seller.
22 (a) Price: \$5,000,000 Five Million
23 (b) Financing Terms: Cash Conventional VA FHA Other _____
24 Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ _____ with the
25 following terms: _____
26 Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ _____ plus
27 an assumption fee of \$ _____. The mortgage is for a term of _____ years beginning in _____, at
28 an interest rate of _____ % fixed variable (describe) _____
29 Lender approval of assumption is required is not required unknown. Notice to Seller: You may remain liable for an
30 assumed mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of your
31 liability. Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing and will
32 convey the escrow deposit to the buyer at closing.
33 (c) Seller Expenses: Seller will pay mortgage discount or other closing costs not to exceed _____ % of the purchase
34 price; and any other expenses Seller agrees to pay in connection with a transaction.

35 4. **BROKER OBLIGATIONS AND AUTHORITY:** Broker agrees to make diligent and continued efforts to sell the Property until
36 a sales contract is pending on the Property. Seller authorizes Broker to:
37 (a) Advertise the Property as Broker deems advisable including advertising the Property on the Internet unless limited in
38 (4)(a)(i) or (4)(a)(ii) below.
39 (Seller opt-out)(Check one if applicable)
40 (i) Display the Property on the Internet except the street address of the Property shall not be displayed on the Internet.
41 (ii) Seller does not authorize Broker to display the Property on the Internet.
42 Seller understands and acknowledges that if Seller selects option (ii), consumers who conduct searches for listings on
43 the Internet will not see information about the listed property in response to their search.
44 _____ Initials of Seller.
45 (b) Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once Seller signs a sales
46 contract) and use Seller's name in connection with marketing or advertising the Property.
47 (c) Obtain information relating to the present mortgage(s) on the Property.
48 (d) Place the Property in a multiple listing service ("MLS"); Seller authorizes Broker to report to the MLS this listing
49 information and price, terms and financing information on any resulting sale for use by authorized Board / Association
50 members, MLS participants and subscribers; and

51 Seller (Signature) and Broker/Sales Associate (Signature) acknowledge receipt of a copy of this page, which is Page 1 of 4 Pages.

52 (e) Provide objective comparative market analysis information to potential buyers; and
53 (f) (Check if applicable) Use a lock box system to show and access the Property. A lock box does not ensure the
54 Property's security; Seller is advised to secure or remove valuables. Seller agrees that the lock box is for Seller's benefit and
55 releases Broker, persons working through Broker and Broker's local Realtor Board / Association from all liability and
56 responsibility in connection with any loss that occurs. Withhold verbal offers. Withhold all offers once Seller accepts a
57 sales contract for the Property.

58 (g) Act as a transaction broker of Seller.
59 (h) Virtual Office Websites: Some real estate brokerages offer real estate brokerage services online. These websites are
60 referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a
61 property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a Virtual Office Website
62 may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless
63 limited below, a VOW may display automated valuations or comments/reviews (blogs) about this Property.
64 Seller does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be
65 displayed in immediate conjunction with the listing of this Property.
66 Seller does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink
67 to such comments or reviews) in immediate conjunction with the listing of this Property.

68 5. SELLER OBLIGATIONS: In consideration of Broker's obligations, Seller agrees to:
69 (a) Cooperate with Broker in carrying out the purpose of this Agreement, including referring immediately to Broker all
70 inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
71 (b) Provide Broker with keys to the Property and make the Property available for Broker to show during reasonable times.
72 (c) Inform Broker prior to leasing, mortgaging or otherwise encumbering the Property.
73 (d) Indemnify Broker and hold Broker harmless from losses, damages, costs and expenses of any nature, including
74 attorney's fees, and from liability to any person, that Broker incurs because of (1) Seller's negligence, representations,
75 misrepresentations, actions or inactions, (2) the use of a lock box, (3) the existence of undisclosed material facts about the
76 Property, or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is
77 entitled to compensation from Broker. This clause will survive Broker's performance and the transfer of title.
78 (e) To perform any act reasonably necessary to comply with FIRPTA (Internal Revenue Code Section 1445).
79 (f) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily
80 observable or known by the buyer. Seller certifies and represents that Seller knows of no such material facts (local
81 government building code violations, unobservable defects, etc.) other than the following: _____
82

83 Seller will immediately inform Broker of any material facts that arise after signing this Agreement.
84 (g) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements
85 and other specialized advice.

86 6. COMPENSATION: Seller will compensate Broker as specified below for procuring a buyer who is ready, willing and able to
87 purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to
88 Seller. Seller will pay Broker as follows (plus applicable sales tax):

89 (a) 6 % of the total purchase price plus \$ _____ OR \$ _____, no later than
90 the date of closing specified in the sales contract. However, closing is not a prerequisite for Broker's fee being earned.
91 (b) 2% (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised,
92 Seller will pay Broker the paragraph 6(a) fee, less the amount Broker received under this subparagraph.
93 (c) _____ (\$ or %) of gross lease value as a leasing fee, on the date Seller enters into a lease or agreement to
94 lease, whichever is sooner. This fee is not due if the Property is or becomes the subject of a contract granting an exclusive
95 right to lease the Property.
96 (d) Broker's fee is due in the following circumstances: (1) if any interest in the Property is transferred, whether by sale, lease,
97 exchange, governmental action, bankruptcy or any other means of transfer, regardless of whether the buyer is secured by
98 Broker, Seller or any other person. (2) If Seller refuses or fails to sign an offer at the price and terms stated in this Agreement,
99 defaults on an executed sales contract or agrees with a buyer to cancel an executed sales contract. (3) If, within _____ days after
100 Termination Date ("Protection Period"), Seller transfers or contracts to transfer the Property or any interest in the Property to any
101 prospect with whom Seller, Broker or any real estate licensee communicated regarding the Property prior to Termination Date.
102 However, no fee will be due Broker if the Property is relisted after Termination Date and sold through another broker.
103 (e) Retained Deposits: As consideration for Broker's services, Broker is entitled to receive 50 % of all deposits that
104 Seller retains as liquidated damages for a buyer's default in a transaction, not to exceed the paragraph 6(a) fee.

105 7. COOPERATION AND COMPENSATION WITH OTHER BROKERS: Broker's office policy is to cooperate with all other
106 brokers except when not in Seller's best interest. and to offer compensation in the amount of 3 % of the
107 purchase price or \$ _____ to Buyer's agents, who represent the interest of the buyers, and not the interest of Seller in

108 Seller (Signature) and Broker/Sales Associate (Signature) acknowledge receipt of a copy of this page, which is Page 2 of 4 Pages.

109 a transaction; and to offer compensation in the amount of 3 % of the purchase price or \$ _____ to a
110 broker who has no brokerage relationship with the Buyer or Seller; and to offer compensation in the amount of
111 3 % of the purchase price or \$ _____ to Transaction brokers for the Buyer; None of the above (If this is
112 checked, the Property cannot be placed in the MLS.)

113 **8. BROKERAGE RELATIONSHIP:** Under this Agreement, Broker will be acting as a transaction broker, Broker will deal
114 honestly and fairly with Seller, will account for all funds, will use skill, care, and diligence in the transaction, will disclose all
115 known facts that materially affect the value of the residential property which are not readily observable to the buyer, will present
116 all offers and counteroffers in a timely manner unless directed otherwise in writing and will have limited confidentiality with Seller
117 unless waived in writing.

118 **9. CONDITIONAL TERMINATION:** At Seller's request, Broker may agree to conditionally terminate this Agreement. If Broker
119 agrees to conditional termination, Seller must sign a withdrawal agreement, reimburse Broker for all direct expenses incurred
120 in marketing the Property and pay a cancellation fee of \$ 0.00 plus applicable sales tax. Broker may void the
121 conditional termination and Seller will pay the fee stated in paragraph 6(a) less the cancellation fee if Seller transfers or
122 contracts to transfer the Property or any interest in the Property during the time period from the date of conditional termination
123 to Termination Date and Protection Period, if applicable.

124 **10. DISPUTE RESOLUTION:** This Agreement will be construed under Florida law. All controversies, claims and other matters
125 in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first
126 attempting mediation under the rules of the American Mediation Association or other mediator agreed upon by the parties. If
127 litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs, unless
128 the parties agree that disputes will be settled by arbitration as follows: Arbitration: By initialing in the space provided, Seller
129 , Listing Associate and Listing Broker agree that disputes not resolved by mediation will be settled
130 by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American
131 Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the
132 arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs and expenses, including attorney's
133 fees, and will equally split the arbitrators' fees and administrative fees of arbitration.

134 **11. MISCELLANEOUS:** This Agreement is binding on Broker's and Seller's heirs, personal representatives, administrators,
135 successors and assigns. Broker may assign this Agreement to another listing office. This Agreement is the entire agreement
136 between Broker and Seller. No prior or present agreements or representations shall be binding on Broker or Seller unless
137 included in this Agreement. Signatures, initials and modifications communicated by facsimile will be considered as originals.
138 The term "buyer" as used in this Agreement includes buyers, tenants, exchangers, optionees and other categories of potential
139 or actual transferees.

140 **12. ADDITIONAL TERMS:**

141 In Broker shall pay cooperating broker from 6%
142 commission so that total commission on transaction
143 does not exceed 6%. C.T.

144 _____
145 _____
146 _____
147 _____
148 _____
149 _____
150 _____
151 _____
152 _____
153 _____
154 _____
155 _____
156 _____

157 Seller (Signature) and Broker/Sales Associate (C.T.) acknowledge receipt of a copy of this page, which is Page 3 of 4 Pages.

158 Date: 5/21/12 Seller's Signature: [Signature] Tax ID No: [Redacted]

159 Home Telephone: n/a Work Telephone: 786-309-6966 - Tony V. Facsimile: _____

160 Address: 350 E. Las Olas Blvd, #1600 Ft. Lauderdale, FL 33301

161 Date: _____ Seller's Signature: _____ Tax ID No: _____

162 Home Telephone: _____ Work Telephone: _____ Facsimile: _____

163 Address: _____

164 Date: 4-26-12 Authorized Listing Associate or Broker: Claudia L Traywick

165 Brokerage Firm Name: Coastal Real Estate Associates, Inc. Telephone: 727-869-3600

166 Address: 12833 US Hwy 19 Hudson FL 34667

167 Copy returned to Customer on the 28 day of Apr, 2012 by: personal delivery mail E-mail facsimile.

The Florida Association of REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

168 Seller [Signature] and Broker/Sales Associate [Signature] acknowledge receipt of a copy of this page, which is Page 4 of 4 Pages.

Welcome : [Records Search](#) : [Parcel Details](#) : [Legal Description](#)

Legal Description

32-24-16-0000-00400-0020

Assessed in Section 32 , Township 24 South, Range 16 East
of Pasco County, Florida

COM NW COR OF NE1/4 SEC 33 TH S89DG 36' 30"W 3170.03 FT FOR POB TH
DUE SOUTH 883.85 FT TH S83DG 03' 23"W 33.41 FT TH S03DG 30' 58"E(D1)
319.09 FT TH S03DG 00' 00"W 5.63 FT TH N87DG 00' 00"W 91.87 FT TH
S03DG 00' 00"W(D2)134.74 FT TH S89DG 29' 25"W 175.92 FT TH DUE NORTH
1341.45 FT TH N89DG 36' 30"E 287.99 FT TO POB OR 5247 PG 1761

Please be advised that our legal descriptions are for assessment purposes only, and are not intended for use in legal conveyances.

Pasco County Property Appraiser

Page Layout Modified: 2/17/2009 11:49:04 AM

The Local Time Is: 3/15/2012 1:22:08 PM

The Property is owned by DBKN Gulf Incorporated, a company that is in Receivership. Michael Goldberg is the Court Appointed Receiver

Seller makes no claims or warranties regarding the condition of the property. Seller and Coastal Real Estate Associates, Inc. recommend that Buyer employ licensed inspectors to inspect the Property.

Buyer agrees to hold Coastal Real Estate Associates, Inc., its agents and employees, and DBKN Gulf Incorporated, its agents and employees and Michael Goldberg and his counsel harmless from any claims made due to the condition of the Property, from any claims made by Alex Bistricher or Gulf Island Resort, L.P., from any claims made by Gulf Island Condominium Association I or II, and otherwise from any and all claims made with respect of the Property and agrees that Buyer is taking the Property "as is where is" and subject to the disclosures made herein.

The Contract for Sale and its addenda are subject to court approval by the Receivership Court, and the terms of any court approval are incorporated herein by reference.



NAME: DBKN Gulf Incorporated, Inc.

DATE SELLER PURCHASED PROPERTY? 02/2003

GENERAL INFORMATION ABOUT PROPERTY:

PROPERTY ADDRESS: Phase IV Sea Ranch Dr, Hudson FL 34667

LEGAL DESCRIPTION: Lengthy legal see attached legal description

NOTICE TO BUYER AND SELLER:

In Florida, a Seller is obligated to disclose to a Buyer all known facts that materially affect the value of the property being sold and that are not readily observable. This disclosure statement is designed to assist Seller in complying with the disclosure requirements under Florida law and to assist the Buyer in evaluating the property being considered. This disclosure statement concerns the condition of the real property located at above address. It is not a warranty of any kind by the Seller or any Licensee in this transaction. It is not a substitute for any inspections or warranties the parties may wish to obtain. It is based only upon Seller's knowledge of the property condition. This disclosure is not intended to be a part of any contract for sale and purchase. All parties may refer to this information when they evaluate, market, or present Seller's property to prospective Buyers.

The following representations are made by the Seller(s) and are not the representations of any real estate licensees.

1. CLAIMS & ASSESSMENTS

- a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, municipal service taxing or benefit charges or unpaid assessments affecting the property? NO YES If yes, explain: _____
- b. Have any local, state, or federal authorities notified you of a violation of governmental regulation or violation of covenant restrictions? NO YES If yes, explain: _____
- c. Are you aware of any eminent domain proceedings involving the property? NO YES If yes, explain: _____

2. USE RESTRICTIONS

Are You Aware:

- a. of any subdivision, municipality or other recorded covenants, conditions or restrictions? NO YES
- b. of any resale restrictions? NO YES
- c. of any restrictions on leasing the property? NO YES
- d. of any right of first refusal to purchase the property? NO YES
- e. if any answer to questions 2a-2d is yes, please explain: _____

3. SURVEY

- a. Has the land been surveyed? NO YES If yes, which person or company performed the survey: _____
- b. Has this land been platted? NO YES If yes, has a certificate of survey been completed? NO YES
- c. Are you aware of any encroachments or boundary line disputes? NO YES
- d. Are you aware of any easements other than utility/drainage easements? NO YES
- e. Are you aware if the property is in an earthquake zone? NO YES
- f. Are you aware if the property contains wetlands area? NO YES

4. ENVIRONMENT

Are You Aware:

- a. of any substances, materials, products, pollutants or contaminants which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO YES If yes, explain: _____

- b. of any abandoned wells, buried storage tanks or buried debris or waste on the property? NO YES If yes, explain: _____
- c. of any clean up, repairs, or remediation of the property due to hazardous substances, pollutants or contaminants? NO YES If yes, explain: _____
- d. of any endangered or protected species on the property such as scrub jays, manatees, turtles, sea turtles or nests of endangered or protected species? NO YES
- e. of any electromagnetic fields located on the property? NO YES
- f. of any condition or proposed change in the vicinity of the property that does or will materially affect the value of the property, such as, but not limited to, proposed development or proposed roadways? NO YES
- If any answer to questions 4a-4f is yes, please explain: _____

5. FLOOD

Are You Aware:

- a. If the property is designated in a 100 year flood plain? NO YES
- b. If the property has been flooded? NO YES
- c. If there has been drainage problems affecting the property or adjacent properties? NO YES
- If any answer to questions 5a-5c is yes, please explain: _____

6. CONDITION OF THE PROPERTY

- a. Have any soil tests been performed? NO YES
- b. Are you aware of any fill or uncompacted soils? NO YES
- c. Are you aware of any settling, soil movement, or sinkhole problems on the property or on adjacent properties? NO YES
- d. Are you aware of any dead or diseased trees on the property? NO YES
- If any answer to questions 6a-6d is yes, please explain: _____

7. UTILITIES

- a. What type of irrigation does the property have? _____
- b. Have percolation tests been performed? NO YES If yes, when and by which person or company: _____
- c. Does the property have connection to the following: public water? NO YES public sewer? NO YES private water system off the property? NO YES water well? NO YES septic tank? NO YES electric utility? NO YES natural gas service? NO YES
- d. Does the boundary of the property have connection to the following: public water system access? NO YES private water system access? NO YES electric service access? NO YES natural gas access? NO YES telephone system access? NO YES
- e. Have any utility charges been paid? NO YES If yes, which charges were paid?: _____

8. OTHER MATTERS:

Is there anything else that materially affects the value of the property? NO YES

If yes, explain: _____

Buyer _____ and Seller _____ acknowledge receipt of a copy of this page, which is Page 2 of 3 Pages.

ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

Seller: _____ / Michael L. Goldberg, Receiver
(signature) (print)

Seller: _____ / _____
(signature) (print)

Date: 5/21/12
Date: _____

RECEIPT AND ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer may wish to obtain. Independent professional inspections are encouraged and may be helpful to verify the condition of the property. Buyer understands these representations are not made by any real estate licensee. Buyer hereby acknowledges having received a copy of this disclosure statement.

Buyer: _____ / _____
(signature) (print)

Buyer: _____ / _____
(signature) (print)

Date: _____
Date: _____



My Florida Regional Multiple Listing Service VACANT LAND DATA ENTRY FORM

Shaded Areas are Required

| | | | | | |
|-----------------|---|------------------|--|----------------|--------------------|
| Listing Date: | 04/30/12 | Expiration Date: | 09/30/12 | Entered Where: | Office Association |
| Listing Type: | <input type="checkbox"/> Exclusive Right to Sell <input type="checkbox"/> Exclusive Agency <input type="checkbox"/> Limited Service | | <input type="checkbox"/> Limited Service / Exclusive Agency <input type="checkbox"/> Limited Service / Exclusive Right To Sell <input type="checkbox"/> Sold Data / Entry Only | | |
| Representation: | <input type="checkbox"/> Seller Represented <input type="checkbox"/> Seller Not Represented | MLS Number: | | 00000 | |

| | | | | |
|-----------------------------|--------------------|--------------|------------------------------|---------------------------------|
| MLS #: 00000 | For Lease: Yes | No (If yes): | Lease Price: \$ 0,000,000 | Lease Price/Acre: \$ 00,000,000 |
| List Price: \$ 5,000,000.00 | Range Price: Yes | No (If yes): | VRangeListLowPrice: \$ 00000 | Price Per Acre: \$ 00,000,000 |
| House #: 00000 | Street Name: 00000 | | Street Type: 000 | Str. Dir. Pre 00/Post 00 |
| City: Hudson | State: FL | County: DA | Zip: 34667 | Zip + 4: 0000 |

| | | | | |
|---------------------------------|---------------------------------|--------------|----------------------|-------------------------|
| Millage Rate: 00000 | Tax ID: 3224-16-0000-00400-0000 | Taxes: 00000 | Tax Year: 0000 | Alt/ Key/ Folio: 00000 |
| Section: 02 | Township: 04 | Range: 06 | Subdivision #: 00000 | SW Subdv Condo #: 00000 |
| SW Subdivision Section #: 00000 | Block/ Parcel: 00400 | | Lot #: 0000 | |

Legal Description (255 characters)

00000

| | |
|-------------------------------|--|
| Legal Subdivision Name: 00000 | SW Subdv Community Name: Galt Island Beach + Tennis Club |
| Zoning: 00000 | Plat Book/Page: 00000 |
| Future Land Use: 00000 | Complex/Community Name/NCCB: 00000 |

| Property style | | | |
|--|--|--|---|
| Billboard Site Business Commercial Crop Producing Farm Dude Ranch Duplex Use Farmland Fish Farm | Four Units Use Groves Home & Income Housing Industrial Land fill Mining Mixed Use Mobile Home Use | Multi-Family Other Plant Nursery PUD Ranchland Residential Development Single Family Use | Sod Farm Timberland Trans/Cell Tower Tree Farm Triplex Use Well Field Working Ranch |

| Originating Board ID | | | Road Frontage: 00000 |
|--|---|---|--|
| (A) Sarasota (B) Bartow (C) Port Charlotte (D) Englewood (E) East Pasco (F) DeSoto (G) Lake / Sumter | (H) Central Pasco (K) Lake Wales (L) Lakeland (M) Manatee (N) Venice (O) Orlando Regional (P) East Polk | (R) Other (S) Osceola (T) Tampa (U) Pinellas (V) West Volusia (W) West Pasco | State Land Use Code: 00 State Property Use Code: 00 County Land Use Code: 00 County Property Use Code: 00 |

| | | | |
|------------------------------------|----------------------|-------------------------|---|
| Additional Parcel Y/N Yes No | CDD Y/N Yes No | Annual CDD Fee 00000 | HOA / Comm Association <input checked="" type="radio"/> None <input type="radio"/> Optional <input type="radio"/> Required |
|------------------------------------|----------------------|-------------------------|---|

| |
|-----------------------------------|
| Num of Additional Parcels: |
| 00000 |

| |
|--|
| |
|--|

| |
|--|
| |
|--|

| |
|----------------|
| HOA Fee |
| 00000 |

| |
|-----------------------------|
| HOA Payment Schedule |
| Annual |
| Semi-Annual |
| Quarterly |
| Monthly |

| |
|------------------------------|
| Zoning Compatible Y/N |
| Yes |
| No |

| |
|--------------------|
| Auction Y/N |
| Yes |
| No |

| |
|----------------|
| IDX Y/N |
| Yes |
| No |

| | |
|--------------------------|--|
| Owner Name: 00000 | Owner Phone: (000) 000 - 0000 |
|--------------------------|--|

Land Information

| | | | |
|------------------------------|----------------------------------|--------------------------------|-----------------------------|
| Lot Dimensions: 00000 | Lot Size (Sq. Ft.): 00000 | Lot Size (Acre.): 00000 | Front Footage: 00000 |
|------------------------------|----------------------------------|--------------------------------|-----------------------------|

| Total Acreage | Location (9 Max) | | Front Exp | Availability (48 Characters) |
|----------------------------|-------------------------|------------------------|-----------|------------------------------|
| Zero Lot Line | Billboard Lease | Near Airport | N | 00000 |
| Up to 10,889 Sq. Ft. | Brownfield | Near Railroad Siding | S | |
| 1/4 Acre to 21,779 Sq. Ft. | CDD | Partially Wooded | E | |
| 1/2 acre to 1 acre | Close to Bus Line | Pasture/Agricultural | W | |
| One+ to Two acres | Coastal Const Ctrl Line | Preserve Area | NE | |
| Two + to Five acres | Conservation Area | Reclaimed Land | NW | |
| 5 to less than 10 | Comer Lot/Unit | Room For Pool | SE | |
| 10 to less than 20 | Cul de Sac | Rural Service Area | SW | |
| 20 to less than 50 | Flood Plain | Sidewalk | | |
| 50 to less than 100 | Envr. Restr. Area | Street Brick | | |
| 100 to less than 200 | Golf Course Frontage | Street Dead-End | | |
| 200 to less than 500 | Greenbelt | Street One Way | | |
| 500+ acres | Highway Frontage | Street Paved | | |
| Non-Applicable | Hilly | Street Private | | |
| | Historic District | Street Unpaved | | |
| | Hunting Lease | Tip Lot | | |
| | In City Limits | Trans/Cell Tower Lease | | |
| | In County | Urban Service Area | | |
| | Key Lot | Wetlands | | |
| | Level | Wildlife Sanctuary | | |
| | | Wooded | | |
| | | Zoning Permits | | |
| | | Horses | | |

Easements (100 Characters)
 Those of record

Waterfront Information

| | | | |
|---------------------------------------|-------------------------------------|---|---------------------------------------|
| Water Access Y/N: Yes No | Water View Y/N: Yes No | Water Frontage Y/N: Yes No | Water Extras Y/N: Yes No |
|---------------------------------------|-------------------------------------|---|---------------------------------------|

| Water Access | Water View | Water Frontage | Water Extras |
|-----------------------|--------------------------|--------------------|-----------------------------|
| Bay/Harbor | Bay/Harbor - Full | Bay/Harbor | Boat Ramp - Private |
| Beach - Private | Bay/Harbor - Partial | Beach - Private | Boathouse |
| Beach - Public | Beach | Beach - Public | Boats - None Allowed |
| Beach - Access Deeded | Canal | Canal - Freshwater | Bridges - No Fixed Bridges |
| Canal - Freshwater | Creek | Canal - Saltwater | Dock - Slip 1st Come |
| Canal - Saltwater | Gulf/Ocean - Full | Creek | Dock - Slip Deeded Off-Site |

| | | | |
|---|--|--|--|
| Creek Gulf/Ocean Gulf/Ocean to Bay Intracoastal Waterway Lagoon Lake Lake - Chain of Lakes Limited Access Marina Pond River | Gulf/Ocean - Partial Gulf/Ocean to Bay Intracoastal Waterway Lagoon Lake Lake - Chain of Lakes Marina Pond River | Gulf/Ocean Gulf/Ocean to Bay Intracoastal Waterway Lagoon Lake Lake - Chain of Lakes Marina Pond River | Dock - Slip Deeded On-Site Fishing Pier Lift - Davits Lock Private Lake Dues Required Sailboat Water Seawall - Concrete Seawall - Other Skiing Allowed Riprap |
| Water Name | | Waterfront Feet | |
| □□□□ | | □□□□ | |

| Other Information | | | |
|--|--|---|---|
| Site Improvements (3 Max) | Ownership (3 Max) | Fences (3 Max) | |
| Barn Billboard Boundary Fencing Caretakers/Security Guard Residence Corral Cross Fencing Existing Bldg incidental to land value Feeding Stations Fish Breeding Ponds Interior All Weather Parking Areas Interior All Weather Roads Irrigation System Loading System Loading Pens On Site Fuel Storage / Handling Equip Retention Pond Security Fencing / Lighting / Alarms Security Lighting Stables Stocked Fish Ponds | Currently Leased Deed Restrictions Fee Simple HOA Optional HOA Required Land Lease Not Applicable | Chain Link Cross Hedge Masonry / Masonry Brick Other Partial Stone Wire Wood | |
| | Utilities (8 Max) | | |
| | BB/HS Internet Avail Cable Available Cable Connected City Water County Water Electric Avail on Site Fire Hydrant Gas-LP Gas-Natural None Other | Private Municipal Water Private or Subdivision Private System Private Utilities Public Sewer Public Utilities Public Water Septic System Required Septic Tank Sewer Available Sewers Nearby | Sprinkler Meter Sprinkler Recycled Sprinkler Well Street Lights Telephone Underground Water Available Water Nearby Well Well + Pump Well Required |

| Community Information | | | |
|---|--|---|--|
| Community Features (25 Max) | | | |
| Airport/Runway Association Recreation Leased Association Recreation Owned Boat Slip Community Boat Ramp Deed Restrictions Dock Fees Required | Fitness Gated Community Golf Community Handicap Modified Horses Allowed Horse Stables Laundry Facility Maintenance Free | No Deed Restrictions None Playground Pool Public Boat Ramp Racquet Ball Recreation Building Security | Shuffleboard Storage Tennis Courts Water Access Waterfront Complex |
| Elementary School | Middle or Junior School | High School | |
| □□□□ | □□□□ | □□□□ | |

| Financing Available (7 Max) | | | |
|---|---|--|-------------------------------|
| Assumable - Must Qualify Assumable - Non Qualify Cash Conventional | Exchange/Trade FHA Flood Insurance Required Lease Option | Lease Purchase Other Owner/PMM Seller Financing | Special Funding USDA VA |

| Lease Terms | | | |
|--------------|----------------|-----------------|-----------------------|
| Gross Lease | 3 to 5 Years | Purchase Option | Annual Rate Increase |
| Net Lease | 6 + Years | Pass Throughs | Improvement Allowance |
| 1 to 2 Years | Renewal Option | | |

| Realtor Information (25 Max) | | |
|----------------------------------|---------------------------------|--------------------------------|
| Agent / Owner | Foreign Seller | Phase 1 Environmental Report |
| Agent Related to Seller | HOA/PUD/Condo Disclosure | Phase 2 Environmental Report |
| Assumable Mortgage | Home Warranty | Remediation Accomplished |
| Brochure Available | Land Sales Disclosure | Remediation in Progress |
| CDD Addendum Required | Lead Paint Disclosure | Required Association |
| Condominium Disclosure Available | Lease Restrictions | Scrub Jay check with county |
| Condominium Documents Available | No Sign | See Attachments |
| Corporate Owned Relo | Not Applicable | Seller Property Disclosure |
| Engineering Report | Optional Association | Septic/Sewer Addendum Required |
| Environmental Disclosure | Other | Sign |
| Environmental Report Available | Other Disclosures/Contact Agent | Special Assessments |
| Floor Plan Available | | Survey Available |
| Fixer Upper | | |

| Realtor Information (Confidential) (3 Max) | | |
|--|------------------------------|---------------------------|
| Bonus To Selling Office | Go to Site In Foreclosure | Pre Foreclosure Vacant |

| Special Sale Provision | | |
|------------------------|------------|------|
| Bank Owned / REO | Short Sale | None |

| Showing Instructions (13 Max) | | |
|-------------------------------|--------------------------------|--------------------------------|
| Call Before Showing | Dangerous Farm Animals on Site | Listing Agent Must Accompany |
| Call Listing Agent | Farm Animals on Site | No Sign |
| Call Listing Office | Gate Key In Listing Office | Security/Guard Animals on Site |
| Call Owner | Gate Key In Lock Box | Use Request A Showing Button |
| | Go Direct | |

Call Center Phone Number: 00000
ShowingTime Secure Remarks: 00000

| Special Listing Type | |
|---|------------------------------|
| Exclusion Exclusion / Variable Not Applicable | Other Variable Commission |

Virtual Tour: 00000
Internet Y/N: 00000
Display Property Address on Internet Y/N: 00000
IDX Y/N: 00000
Realtor.com Y/N: 00000
3rd Party Y/N: 00000

Agent Information

| | |
|----------------------------------|------------------------------------|
| Agent ID: 205570200 | Agent E-mail: Coastalreal@aol.com |
| Agent Home Page: 00000 | |
| Agent Name: Cecilia Traywick | Direct Phone: (707) 808-8287 |
| Pager / Cell: (707) 808-8087 | Agent Fax: (707) 809-2504 |
| List Agent 2 ID: 00000 | Sales Team Name: 00000 |
| List Agent 2 Name: Fred S. Gould | List Agent 2 Phone: (707) 808-0360 |
| Office #: 8336 | Office Phone: (707) 809-3600 |
| Agent Extension: 00000 | Office Fax: (000) 000-0000 |

| | |
|---|------------------------------------|
| Office Name: Coastal Real Estate Assoc., Inc. | |
| Selling Agent ID: 00000 | Selling Agent 2 Name: 00000 |
| Selling Agent 2 ID: 00000 | Selling Agent 2 Name: 00000 |
| Selling Agent 2 Office ID: 00000 | Selling Agent 2 Office Name: 00000 |
| List Office 2 #: 00000 | List Office 2 Name: 00000 |

| | | |
|----------------------|------------------|-----------------------|
| Buyer Agent Comp: 3% | Non-Rep Comp: 3% | Trans-Broker Comp: 3% |
|----------------------|------------------|-----------------------|

Interoffice Info (255 Characters)
00000

Driving Directions (255 Characters)
06 Hwy 19 North to west on Sea Ranch Dr. to gate.

REALTOR Only Remarks 1 and 2 (455 Characters)
00000 Gated community, please call for more info.

Public Remarks
00000

The Owner has reviewed the foregoing information contained in this Data Entry Form and acknowledges the information to be true and correct to the best knowledge of the owner.

The Owner agrees to indemnify and hold harmless the My Florida Regional Multiple Listing Service (MFRMLS), the Originating Board, and their employees, the Listing Broker and licensees, the Selling Broker and licensees, and all other cooperating Brokers and licensees against any and all claims or liability (including attorney's fees) arising from any breach of warranty by Owner or from any incorrect information supplied by Owner or from any facts concerning the Property which was known or reasonably should have been known to Owner but not disclosed by Owner.

At the request of the Listing Broker, unless otherwise properly indicated on this Data Entry form, MFRMLS will electronically transmit information about Owner's property to Internet web sites to aid in the marketing of the Property for sale.

MFRMLS shall retain and make available all such data and photographs to all its participants for an indefinite period.

MFRMLS assumes no responsibility or liability to Owner for errors or omissions on this Data Entry Form or in the MFRMLS computer system.

The Owner hereby authorizes Listing Broker to file this Data Entry form with the MFRMLS and the Owner will provide timely notice of all status changes.

DATE

OWNER SIGNATURE



BROKER SIGNATURE

DATE

OWNER SIGNATURE

REVISED 03/06/2012