

**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.

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**RECEIVER'S MOTION FOR AUTHORIZATION TO ENTER  
INTO AN EXCLUSIVE LISTING AGREEMENT WITH  
RE/MAX REALTY PLUS TO MARKET AND SELL  
MAMC PROJECT MANAGERS, LLC'S PROPERTY, NUNC PRO TUNC**

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 RE/MAX Realty Plus ("Broker") to Market and Sell MAMC Project Managers LLC's Property, *Nunc Pro Tunc*. 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 ("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. Certain of the Lenders loaned money to Project Managers Group, LLC ("Project Managers Borrowers") for the purchase of real property located in Highlands County, Florida ("Highlands County Property").

5. In 2008, upon default by the Project Managers Borrowers, MAMC commenced a foreclosure suit in Highlands County, Florida, Case No. 08-927-GCS, against the Project Managers Borrowers and other parties who had an interest in the Highlands County Property.

6. Final Summary Judgment was entered on January 20, 2008 in favor of MAMC. After a foreclosure sale, the Clerk of the Court for Highlands County issued a Certificate of Title in the name of MAMC Project Managers Group, LLC ("MAMC PMG"), dated March 5, 2009.

7. The Highlands County Property is currently managed by MAMC. Upon motion of the Receiver, on February 1, 2012, this Court entered an Order expanding the Receivership Defendants to include MAMC PMG.

8. MAMC PMG has previously entered into an Exclusive Right of Sale Listing Agreement ("Agreement") with RE/MAX Realty Plus to market and sell the Highlands County Property. Now that the Highlands County Property is officially property of the Receivership estate, the Receiver seeks authority of this Court (i) to enter into the Agreement *nunc pro tunc* to

the date MAMC PMG became a Receivership Defendant and (ii) to extend the Agreement for an additional six months. A true and correct copy of the Agreement is attached hereto as Exhibit 1.


9. 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.

10. The Receiver has consulted with the lender committee for this project<sup>1</sup>, who have advised the Receiver that they approve his entering into the Agreement on behalf of the project.

**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

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<sup>1</sup> 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.

**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

**SERVICE LIST**

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

Alan M. Sandler, Esquire  
SANDLER & SANDLER  
117 Aragon Avenue  
Coral Gables, FL 33134

Charles W. Throckmorton, Esquire  
KOZYAK TROPIN THROCKMORTON, P.A.  
2525 Ponce de Leon Boulevard, 9<sup>th</sup> Floor  
Coral Gables, FL 33134

Paul Huck, Esquire  
Dean C. Colson, Esquire  
COLSON HICKS EIDSON  
255 Aragon Avenue, Second Floor  
Coral Gables, FL 33134

Jason S. Miller, Esquire  
ADORNO & YOSS, LLP  
2525 Ponce de Leon Boulevard, Suite 400  
Coral Gables, FL 33134

Maurice Baumgarten, Esquire  
ANANIA, BANDKLAYDER,  
Bank of America Tower — Suite 4300  
100 SE 2<sup>nd</sup> Street  
Miami, FL 33131

Mark A. Basurto, Esquire and  
Charles Evans Glausier, Esquire  
BUSH ROSS, P.A.  
Post Office Box 3913  
Tampa, Florida 33601-3913

Charles L. Neustein, Esquire  
CHARLES L. NEUSTEIN, P.A.  
777 Arthur Godfrey Road  
Second Floor  
Miami Beach, FL 33140

William Dufoe, Esquire  
Robert W. Lang, Esquire  
HOLLAND & KNIGHT, LLP  
100 North Tampa Street  
Suite 4100  
Tampa, FL 33602

Deborah Poore Fitzgerald, Esquire  
WALTON LANTAFF, LLP  
Corporate Center, Suite 2000  
100 East Broward Boulevard  
Fort Lauderdale, FL 33301

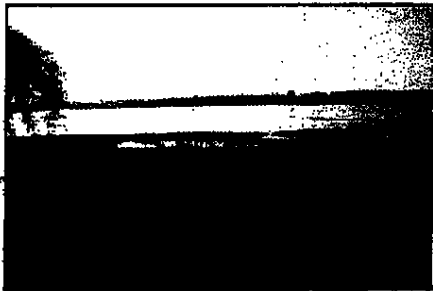
Peter Valori, Esquire  
DAMIAN & VALORI, LLP  
1000 Brickell Avenue, Suite 1020  
Miami, FL 33131

Christopher S. Linde, Esquire  
BURR FORMAN  
450 S. Orange Avenue, Suite 200  
Orlando, Florida 32801

James D. Gassenheimer, Esquire  
BERGER SINGERMAN  
1000 Wachovia Financial Center  
200 South Biscayne Boulevard  
Miami, Florida 33131

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

**EXHIBIT 1**



**700 S LAKEVIEW RD**

List Price: **2,500,000**

Mls#: **215273 Active**

**Acreage**

Zone: **Lake Placid**

**Lake Placid / Highlands 33852**

Neighborhood code: **5165**  
 Acreage: (+/-) **12.57**  
 Land Ty: **Tracts**

Taxes: **8,432** Tax Yr: **2009**  
 Vested: **No** Zoning: **R2A**

Property SqFt: **547,549** Frontage Feet: **0**  
 Community:  
 Lot Size: (+/-) **12.60+/- ACRES**

Utilities: **Electric, Telephone**  
 Electric: **Progress Energy**  
 Frontag: **Lake**  
 Closing: **Possession At Closing, Title Insurance**  
 Finan: **Cash Refinance**  
 Lk Front: **Clay**

Water: **Central**  
 Sewer: **No**  
 Road: **Paved**  
 Location: **Inside**  
 Sp Cond: **None**  
 Pres. Use: **Vacant**

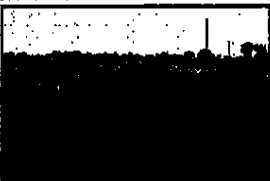
Schools:(Subject to Change) **Lake Country Elementary, Lake Placid Middle, Lake Placid High**  
 Improve: Map ID:

This 12.38+/- acres also includes the property located at 182 Alderman Dr - SN: C-31-36-30-A00-0240-0000 Which is 100' x 142' with Lake Clay frontage. (approx.) .30 +/- acre The taxes reflect both parcels as does the square footage. Ideal location - located behind the Holiday Inn Express -

US 27 to LEFT on LAKEVIEW (by Holiday Inn Express) Property on the RIGHT ALSO the add'l parcel located at 183 ALDERMAN - US 27 to LEFT on Alderman to the end on the RIGHT

Owner: **M A M C PROJECT MANAGERS LLC** Strap Number: **P-31-36-30-A00-0560-0000** List Date: **10/29/2010**  
 Show: **Go to Property** DOR: **99-NON-AG ACREAGE** Condition Report: **No**  
 Legal: **AN IRREG 12.57 ACRE TR IN NE 1/4 OF NE 1/4 OF SEC 31 N OF ALDERMAN ROAD 31-36-30/56 12.57 ACRES**

List Agent: **C D Boring III** Ph: **863-385-0077** Co Lister:  
 List Office: **REMAX REALTY PLUS** Ph: **863-385-0077** Agency: **Exclusive Right of Sale**  
 List Agent Email: **cboring@strato.net**  
 FSRC: **Yes** Buyer Broker: **4** Transaction: **4** Non Rep: **4** Office Fax #: **863-385-5897**







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: 183 ALDERMAN DR + 700 S LAKEVIEW RD, LAKE PLACID, FL: A 100X136 FT W/L  
14 TR IN E1/2 OF NE1/4 OF NE 1/4 OF SEC 31-LYING E OF N END OF ALDERMAN DR 0.30 ACRES LAKE CLAY LOT  
15 Legal Description: SN: C-31-30-30-A00-0240-0000 + AN IRREG 12.38 ACRE TR IN NE 1/4 OF NE 1/4 OF SEC 31 N  
16 OF ALDERMAN RD 31-30-30/00 12.38 ACRES SN: P-31-30-A00-0560-0000  See Attachment  
17 (b) Personal Property, including appliances: VACANT LAND

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: \$2,899,000.00

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 \_\_\_\_\_ and Broker/Sales Associate \_\_\_\_\_ acknowledge receipt of a copy of this page, which is Page 1 of 4 Pages.

(e) Broker agrees to indemnify <sup>and hold harmless</sup> Seller from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Broker on its behalf with any broker or finder in connection with the transaction, herein contemplated or any party claiming by, through or under Broker.

Handwritten initials/signature.

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 and 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 6. 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: MATTER OF PUBLIC RECORD

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

85 8. COMPENSATION: Seller will compensate Broker as specified below *if and only if a closing occurs* for procuring a buyer who is ready, willing and able to  
86 purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to  
87 Seller. Seller will pay Broker as follows (plus applicable sales tax):  
88 (a) 0 % of the total purchase price plus \$ 0 OR \$ 0, no later than  
89 the date of closing specified in the sales contract. ~~However, closing is not a prerequisite for Broker's fee being earned.~~  
90 (b) 0 (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised,  
91 Seller will pay Broker the paragraph 6(a) fee, less the amount Broker received under this subparagraph.  
92 (c) 0 (\$ or %) of gross lease value as a leasing fee, on the date Seller enters into a lease or agreement to  
93 lease, whichever is sooner. This fee is not due if the Property is or becomes the subject of a contract granting an exclusive  
94 right to lease the Property.  
95 (d) Broker's fee is due in the following circumstances: (1) if any interest in the Property is transferred, whether by sale, lease,  
96 exchange, governmental action, bankruptcy or any other means of transfer, regardless of whether the buyer is secured by  
97 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,  
98 defaults on an executed sales contract or agrees with a buyer to cancel an executed sales contract. (3) if, within 180 days after  
99 Termination Date ("Protection Period"), Seller transfers or contracts to transfer the Property or any interest in the Property to any  
100 prospects with whom Seller, Broker or any real estate licensee communicated regarding the Property prior to Termination Date.  
101 However, no fee will be due Broker if the Property is relisted after Termination Date and sold through another broker.  
102 ~~(e) Retained Depositor: As consideration for Broker's services, Broker is entitled to receive 50% of all deposits that  
103 Seller retains as liquidated damages for a buyer's default in a transaction, not to exceed the paragraph 6(a) fee.~~

104  
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 4% of the  
107 purchase price or \$ 0 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.

107 a transaction;  and to offer compensation in the amount of 4% of the purchase price or \$ 0 to a  
110 broker who has no brokerage relationship with the Buyer or Seller;  and to offer compensation in the amount of  
111 4% of the purchase price or \$ 0 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 \$ 250 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: THIS AGREEMENT IS SUBJECT TO THE RECEIVERSHIP COURT'S APPROVAL**  
141 \_\_\_\_\_  
142 \_\_\_\_\_  
143 \_\_\_\_\_  
144 \_\_\_\_\_  
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156 \_\_\_\_\_

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

152 Date: 10/27/10 Seller's Signature: [Signature] *receives* Tax ID No: \_\_\_\_\_  
153 Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

160 Address: \_\_\_\_\_  
161 Date: \_\_\_\_\_ Seller's Signature: \_\_\_\_\_ Tax ID No: \_\_\_\_\_  
162 Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
163 Address: \_\_\_\_\_

164 Date: AUGUST 30/10 Authorized Listing Associate or Broker: C.D. BORING  
165 Brokerage Firm Name: RE/MAX REALTY PLUS Telephone: 863-385-0077  
166 Address: 809 US 27 SOUTH, SEBRING, FL 33870

167 Copy returned to Customer on the 30<sup>th</sup> day of AUGUST, 2010 by:  personal delivery  mail  E-mail  facsimile.

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# Property Change Report

Sebring, Avon Park & Lake Placid

HLN10 8-01-01

Listing Number 015273 Listing Office [R] RPL05 Address 700 Direction S Street Name [R] Lakewood Rd

<p><b>Sold</b></p> <p>Sold Price [R] _____</p> <p>Selling Office Name [R] _____</p> <p>Selling Agent Name [R] _____</p> <p>Closing Date [R] _____</p>	<p><b>Sale Pending</b></p> <p>Selling Office Name [R] _____</p> <p>Selling Agent Name [R] _____</p> <p>Pending Date [R] _____</p> <p>Estimated Closing Date [R] _____</p>
---	---

**Sale Financing [R]**  
 Cash  
 Owner  
 Assume  
 VA  
 FHA  
 Conventional  
 Other

**Amendment to listing contract:**

This amends that listing contract by and between \_\_\_\_\_ as owner and \_\_\_\_\_ As REALTOR® broker dated \_\_\_\_\_; that for good and valuable consideration agree to amend the subject contract as follows:

<p><input type="checkbox"/> <b>Termination</b> May list with another broker in accordance with paragraph 6-D of the exclusive right of sale listing agreement.</p> <p>Off Market Date [R] _____</p>	<p><input type="checkbox"/> <b>Back on Market</b></p> <p>Expiration Date _____ Listing Price _____</p>
---	--

**Withdrawal** Upon withdrawal from the market, owner agrees that within the period of time covered by the original agreement, or extension thereof. If the property is sold, the owner will pay the REALTOR® broker a fee in accordance with the existing prior agreement, or if the property again becomes available for sale, the original agreement will be reinstated.

Off Market Date [R] \_\_\_\_\_

**Extend Listing / Renew / Re-Instate** The original Listing agreement for this property subject to prior property change reports.

Expiration Date 05/30/14 Listing Price \_\_\_\_\_

**Data Changes** [Attach Profile Sheet for all other changes]

Listing Price \_\_\_\_\_

Comments: [Listing modifications not allowed here.]

Extend listing 6 months

**Required for amendment to listing contract:**

Owners Signature [Signature] Date 11/22/11

Owners Signature \_\_\_\_\_ Date \_\_\_\_\_

**Required for submission:**

REALTORS® Signature \_\_\_\_\_ Date \_\_\_\_\_