

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

CASE NO.: 07-43672 CA 09

STATE OF FLORIDA, OFFICE OF  
FINANCIAL REGULATION,

Plaintiff,

vs.

BERMAN MORTGAGE CORPORATION,  
a Florida corporation, M.A.M.C.  
INCORPORATED, a Florida corporation,  
DANA J. BERMAN, as Owner and Managing  
Member,

Defendants,

and,

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

Relief Defendants.

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**RECEIVER'S MOTION TO APPROVE SECOND ADDENDUM TO  
COMMERCIAL CONTRACT BETWEEN M.A.M.C. AIRPORT  
EXECUTIVE, LLC, AS SELLER, AND BRUCE JAY TOLAND, TRUSTEE, AS BUYER**

Receiver, Michael Goldberg, by and through undersigned counsel, seeks a Court Order *Approving the Second Addendum to the Commercial Contract between M.A.M.C. Airport Executive, LLC, as Seller and Bruce Jay Toland, Trustee, as Buyer*, and as grounds therefore states:

1. Michael Goldberg has been appointed by this Court to act as Receiver over the Defendants and Relief Defendants and is in the process of monetizing the assets of the estate to return investments to the beneficiaries of the Receivership.

**BERGER SINGERMAN**  
attorneys at law

*Boca Raton Fort Lauderdale Miami Tallahassee*

2. M.A.M.C. Incorporated as loan servicer for a certain loan made with respect to the property previously owned by Airport Executive Park, LLC, had acquired title to this property through a foreclosure sale. The property is now held in the name of M.A.M.C. Airport Executive, LLC.

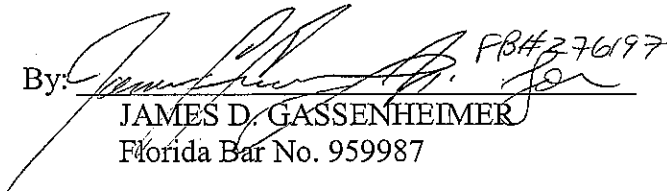
3. Pursuant to motion, this Court had previously authorized the Receiver to sell the assets of M.A.M.C. Airport Executive, LLC.

4. The Buyer has requested certain extensions of time to complete its due diligence and to schedule a closing date and the parties have agreed to a form of a Second Addendum to the Commercial Contract between MAMC Airport Executive, LLC, as Seller and Bruce Jay Toland, as Trustee, as Buyer.

**WHEREFORE**, the Receiver moves this Court for an Order authorizing the Receiver to execute the Second Addendum to Commercial Contract attached hereto and made a part hereof as Exhibit "A" and to authorize the sale of the assets in accordance with the second addendum, and for such other relief as the Court deems just and appropriate to complete the intended purpose of the motion.

Respectfully submitted,


BERGER SINGERMAN  
*Attorneys for the Receiver, Michael I. Goldberg*  
200 South Biscayne Boulevard, Suite 1000  
Miami, Florida 33131  
Telephone: (305) 755-9500  
Facsimile: (305) 714-4340

By:  PB#276197  
JAMES D. GASSENHEIMER  
Florida Bar No. 959987

**CERTIFICATE OF SERVICE**

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by Facsimile and U.S. Mail on this **6<sup>th</sup> day of March 2008**, to: **Cristina Saenz, Assistant General Counsel**, STATE OF FLORIDA, OFFICE OF FINANCIAL REGULATION, 401 N.W. 2<sup>nd</sup> Avenue, Suite N-708, Miami, Florida 33128; to **Alan M. Sandler, Esquire**, *Counsel for Defendants, Joel and Deborah Sokol, Darlene Levasser, Robert Dzimidas IRA, Lawrence Meyer IRA, Lawrence Meyer Roth IRA and Mary Joe Meyer SD IRA and Mary Joe Meyer Roth IRA*, of SANDLER & SANDLER, 117 Aragon Avenue, Coral Gables, Florida 33134; to **Allan A. Joseph, Esquire**, *Counsel for The Amid Companies and Amedia Family Investors*, DAVID AND JOSEPH, P.L., 1001 Brickell Avenue, Suite 2002, Miami, Florida 33131; to **Richard R. Robles, Esquire**, LAW OFFICES OF RICHARD ROBLES, P.A., *Counsel for the Four Ambassadors Association, Inc.*, 905 Brickell Bay Drive, Tower II, Mezzanine, Suite 228, Miami, Florida 33131; and to **Daniel Kaplan, Esquire**, *Counsel for Deborah A. Berman*, at the LAW OFFICES OF DANIEL KAPLAN, P.A., Turnberry Plaza, Suite 600, 2875 N.E. 191<sup>st</sup> Street, Aventura, Florida 33180.

Respectfully submitted,

By:  <sup>FB #27697</sup>  
JAMES D. GASSENHEIMER  
Florida Bar No. 959987

cc: The Honorable Thomas Wilson, Jr. *(via hand-delivery)*  
Michael Goldberg, Esq., as Receiver *(via email)*  
The Group of Lenders *(via email)*

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**SECOND ADDENDUM TO COMMERCIAL CONTRACT BETWEEN  
MAMC AIRPORT EXECUTIVE, LLC, AS SELLER, AND  
BRUCE JAY TOLAND, TRUSTEE, AS BUYER**

1. This Second Addendum ("SA") is attached to and made a part of the Commercial Contract and Addendum between MAMC Airport Executive, LLC, as Seller, and Bruce Jay Toland, as Buyer (collectively the "Contract"). All capitalized terms used in this SA and not otherwise defined in it shall have the same meanings provided in the Contract. The provisions of this SA shall govern and control over any conflicting or inconsistent provisions in the Contract (including any typewritten or handwritten provisions added in the Contract). Unless modified hereby, all provisions of the Contract shall continue to govern and control, including, without limitation, with respect to any matter that is not specifically contemplated by this SA.

2. The Contract is amended to provide as follows:

a. **Due Diligence and Closing Date-** The Due Diligence Period is extended from 30 days from the Effective Date, to 45 days from the Effective Date. Accordingly, the parties agree that: the Effective Date is February 12, 2008; the last day of the Due Diligence Period is now 45 days thereafter, March 28, 2008; and the Closing Date is 15 days thereafter, Monday, April 14, 2008 (April 12 is a Saturday).

b. **Expenses of the Seller-** In consideration of the extension of the Due Diligence period and Closing Date as set forth above, Buyer agrees to pay Seller at Closing, \$457.00 per day representing the prorated cost of Seller's security and insurance (which Seller shall maintain at the current standards until Closing), for each day the Closing date goes beyond the original closing date of March 28, 2008, so long as any such delay is not the fault of Seller. Buyer may, at Buyer's sole option: shorten the Due Diligence period upon written notice to Seller; and/or close prior to April 14, 2008, upon reasonable prior written notice to Seller.

c. **Extension of Permit Dates-** Seller agrees to cooperate with Buyer and sign all reasonable documents to extend the expiration date of the current permits, to be done by Buyer at any time, including allowing Buyer to place a new general contractor on the permits, with Buyer to pay the cost of same with the county. Buyer agrees to hold the Seller and the Property harmless from any claims or liens of such new general contractor.

3. The parties agree that this SA is subject to approval of the Court in Case No. 07-43672 (CA09). Seller shall use its commercially reasonable best efforts to obtain entry of the Order approving this SA (the "Second Addendum Order") as expeditiously as possible.

4. This SA shall be governed by Florida law and may be executed in counterparts, by facsimile or other electronic signatures, with the same effect as an executed original copy.

Dated: March 5, 2008

  
\_\_\_\_\_  
Bruce Jay Toland, as Trustee

Dated: \_\_\_\_\_, 2008

\_\_\_\_\_  
MAMC Airport Executive, LLC

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

Its: \_\_\_\_\_

**EXHIBIT**

tabbies

"A"