

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.

NOTICE OF FILING

Receiver, Michael I. Goldberg, Esq., ("Receiver"), by and through undersigned counsel, hereby files this *Notice of Filing* a copy of a *Third Amendment to Contract to Purchase and Sell Commercial Real Estate*, which is being filed as a Supplemental attachment to the *Receiver's Motion for Court Order Approving the Sale of the Assets of DB Durham, LLC*, in the instant case. The *Receiver's Motion for Court Order Approving the Sale of the Assets of DB Durham, LLC* motion which is specially set for a one hour hearing on Tuesday, March 11, 2008, at 10:30 am.

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 **7th day of March 2008**, to: **Cristina Saenz, Assistant General Counsel**, STATE OF FLORIDA, OFFICE OF FINANCIAL REGULATION, 401 N.W.

BERGER SINGERMAN
attorneys at law

Fort Lauderdale Miami Tallahassee

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

2nd 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. 191st Street, Aventura, Florida 33180.

Respectfully Submitted,

BERGER SINGERMANN

Attorneys for the Receiver, Michael I. Goldberg

200 South Biscayne Boulevard, Suite 1000

Miami, Florida 33131

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

By: _____

~~JAMES D. GASSENHEIMER~~

~~Florida Bar No. 939987~~

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

982589-1

**THIRD AMENDMENT TO CONTRACT TO PURCHASE AND
SELL COMMERCIAL REAL ESTATE**

THIS AMENDMENT (hereinafter referred to as this "Amendment"), is made and entered into this the ___ day of _____, 2007 by and among **DB DURHAM, LLC** having as a mailing address: 3550 Mary Street, Suite 501 Coconut Grove, FL 33133 (hereinafter referred to as "Seller") and **GANESH VENTURES, LLC** having as a mailing address: 3011 New Rogers Road, Bristol, PA 19007 (hereinafter referred to as "Purchaser").

RECITALS

WHEREAS, Seller and Purchaser have entered into that certain Contract for the Sale and Purchase of Real Property having an Effective Date of July 9, 2007, as to certain real property situated in Durham County, in the State of North Carolina (hereinafter referred to as the "Sales Contract"); that certain First Amendment to the Sales Contract dated the 17th day of September, 2007 (hereinafter referred to as the "First Amendment"); and that certain Second Amendment to the Sales Contract dated the 17th day of September, 2007 (hereinafter referred to as the "Second Amendment"); and

WHEREAS, Seller and Purchaser have agreed to amend the Sales Contract and First and Second Amendments as provided in this Amendment;

NOW, THEREFORE, in furtherance of the transaction contemplated hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Amendment to Section 5. In order to extend the initial forty-five (45) calendar day due diligence period provided under the Sales Contract for an additional period of sixty-two (62) calendar days, the Sales Contract and First and Second Amendments are hereby modified so that the Determination Date shall expire one hundred and seven (107) calendar days after the Effective Date (i.e., 11:59 PM on October 24, 2007) and the Purchaser's inspection period provided for in Section 5 of the Sales Contract shall expire on such date unless extended to the Outside Determination Date of November 23, 2007 in accordance with the terms of Section 5 of the Sales Contract.

2. Effect of Amendment. Except as provided herein, the Sales Contract and First and Second Amendments are ratified and confirmed in all respects and any inconsistent provision(s) therein shall likewise be deemed amended to the extent necessary to allow this Amendment to have its ordinary meaning.

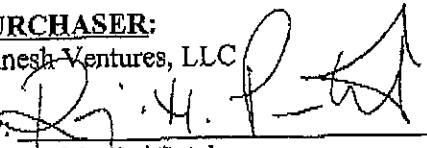
[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

SELLER:

By: _____
Name: Mr. Dana Berman
Title: Manager
Tax I.D. No.: 20-5319190

PURCHASER:

Ganesh Ventures, LLC
By:  _____
Name: Mr. Raj Patel
Title: Manager
Tax I.D. No.: 26-0463575

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