

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, **DB DURHAM, LLC**, a Florida
Limited Liability Company, **NORMANDY
HOLDINGS II, LLC**, a Florida Limited Liability
Company, **NORMANDY HOLDINGS III, LLC**,
a Florida Limited Liability Company,
WATERSIDE ACQUISITIONS, LLC, a Florida
Limited Liability Company, **DBKN GULF
INCORPORATED**, a Florida Limited Liability
Company, **OCEANSIDE ACQUISITIONS,
LLC**, a Florida Limited Liability Company, **DB
BILOXI, LLC**, a Florida Limited Liability
Company, **DB BILOXI II, LLC**, a Florida
Limited Liability Company, , **DB BILOXI III,
LLC**, a Florida Limited Liability Company, **DBDS
VERO BEACH, LLC**, a Florida Limited Liability
Company, **DB TAMPA, LLC**, a Florida Limited
Liability Company, **DB SIMPSONVILLE, LLC**,
a Florida Limited Liability Company, **DBDS
NORTH MIAMI, LLC**, a Florida Limited
Liability Company, **REDLANDS RANCH
HOLDINGS, LLC**, a Florida Limited Liability
Company, **DBDS BISCAYNE PARK, LLC**, a
Florida Limited Liability Company, **DB
CARROLL STREET, LLC**, a Florida Limited
Liability Company,

Relief Defendants.

BERGER SINGERMAN
attorneys at law

Boca Raton Fort Lauderdale Miami Tallahassee

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

**Motion to Approve Third Supplemental Addendum to the Purchase
Of the Assets of Airport Executive, LLC**

Receiver, Michael Goldberg by and through its undersigned counsel files this Motion for a Court Order approving the Third Supplemental Addendum to the purchase and sale contract regarding MAMC Airport Executive LLC and as grounds therefore states:

1. Michael Goldberg, as receiver of MAMC Incorporated, a loan servicing agent, is in the process of selling the property formerly owned by Airport Executive Commerce Park LLC, which was taken back through foreclosure by MAMC Incorporated as loan servicer to a group of lenders it represents. Title to the property was taken through the foreclosure process in the name of the company MMAC Airport Executive, LLC.

2. MMAC Airport Executive LLC has been in negotiations to sell the property and the sale has previously been approved by the Court. As a result of the due diligence process a renegotiation of the purchase price has been required. The new purchase price is \$4.3 million. See Attached Addendum.

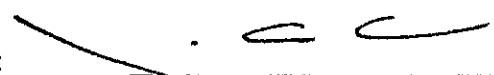
WHEREFORE, the Receiver seeks an Order from this court approving the new purchase price, which the Receiver recommends and otherwise reaffirming the authorization to sell the property and disburse the proceeds from the sale of the property in accordance with prior orders of this court.

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 **21st day of March 2008**, to: **Cristina Saenz, Assistant General Counsel**, STATE OF FLORIDA, OFFICE OF FINANCIAL REGULATION, 401 N.W. 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; 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; and to **Howard N. Kahn, Esquire, Attorneys for Intervenor, Ira Sukoff**, KAHN & CHENKIN, 2924 Davie Road, Suite 200, Davie, Florida 33314.

Respectfully Submitted,

BERGER SINGERMAN
Attorneys for Receiver/Defendant, M.A.M.C. Inc.
200 South Biscayne Boulevard, Suite 1000
Miami, Florida 33131
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Telephone: (305) 755-9500
Facsimile: (305) 714-4340

By: 

JAMES D. GASSENHEIMER
Florida Bar No. 959987

cc: The Honorable Thomas Wilson, Jr. *(via Hand-Delivery)*
Michael Goldberg, Esq., as Receiver *(via email)*
The Investor Group *(via email)*

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Court Administrator's office at 305-349-7000 no later than seven (7) days prior to the proceeding. If you are hearing impaired, call (TDD) 1-800-955-8771 no later than seven (7) business days prior to such proceeding; if you are voice impaired, call 1-800-955-8770 no later than seven (7) business days prior to such proceeding.

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

1. This Third Addendum ("TA") is attached to and made a part of the Commercial Contract, Addendum, and Second Addendum between MAMC Airport Executive, LLC, as Seller, and Bruce Jay Toland, Trustee, as Buyer (collectively the "Contract"). All capitalized terms used in this TA and not otherwise defined in it shall have the same meanings provided in the Contract. The provisions of this TA 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 TA.

2. The Contract is amended to provide as follows:

a. **Due Diligence and Closing Date-** The Due Diligence Period ends March 21, 2008. The Closing Date shall be the later of March 28, 2008, or three (3) business days after receipt by the Buyer of the "Third Addendum Order" (as defined below). Notwithstanding the foregoing, the parties agree that either party may postpone the Closing Date up to two (2) business days for any reason without any penalty or cost.

b. **Reduction of the Purchase Price-** The parties agree that the original Purchase Price of \$4,600,000 is hereby reduced by \$300,000, to \$4,300,000. Therefore, the Purchase Price shall now be \$4,300,000.

3. The parties agree that this TA is subject to the 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 TA (the "Third Addendum Order" or "TAO") 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: 3/21, 2008

Dated: _____, 2008



Bruce Jay Toland, as Trustee

MAMC Airport Executive, LLC

For Michael I Goldberg, Receiver

By: E. Arnold Gassenheimer
Its: Sr. V.P.