

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

GENERAL JURISDICTION DIVISION

CASE NO.: 07-43672 CA 09

IN THE OFFICE OF
CIRCUIT COURT DADE CO. FL.

NOV 10 2009

THE ORIGINAL
FILED ON:

STATE OF FLORIDA, OFFICE OF
FINANCIAL REGULATION,

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 LEAVE TO FILE THIRD-PARTY COMPLAINT

Michael I. Goldberg, ("Receiver") as Receiver over Defendants, Berman Mortgage Corporation, M.A.M.C. Incorporated, et al., and Relief Defendant, OCEANSIDE ACQUISITIONS, LLC ("Oceanside"), by and through undersigned counsel, hereby moves this Court for leave to serve a third-party Complaint in this action and states:

1. The filing of this pleading is authorized pursuant to Fla.R.Civ.P. 1.180 (Third Party Practice) and pursuant to this Court's Temporary Injunction and Order Appointing Receiver. See "Receivership Order" attached to Proposed Third Party Complaint as Exhibit A.

BERGER SINGERMAN
2430712-2 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

2. The Receivership Order authorized the Receiver to take possession and control of the assets of the Defendants and the Relief Defendants and to marshal and preserve the assets of the Defendants and the Relief Defendants for the benefit of the persons which the Receivership was created to protect. Receivership Order ¶¶ 13, 20.

3. The Receivership Order specifically authorizes the Receiver to institute actions for the protection of the Receivership Assets or proceeds thereof including actions for fraudulent transfer and related claims to recover property of any Receivership Defendant. Receivership Order ¶ 21.

4. Attached as **Exhibit 1** to this Motion is a proposed Third-Party Complaint that alleges causes of action which directly relate to and arise out of the transactions described in the Complaint filed by Plaintiff, State of Florida, Office of Financial Regulation regarding the activities and assets of the Defendants and the Relief Defendants. The causes of action alleged in the proposed Third Party Complaint have the direct object of recovering property of Receivership Relief Defendant Oceanside, which property was fraudulently transferred to an insider of Oceanside.

5. Oceanside is an entity formed by Dana Berman and Keith Novak, which entity purchased condominium units at Gulf Island Resort in Pasco County, Florida. To complete its purchase of the Units, Oceanside borrowed \$1,655,000 from approximately 42 individual lenders (the "Lenders") assembled through Receivership Defendant, Berman Mortgage Corporation, which loans were serviced by Receivership Defendant, M.A.M.C. Incorporated. Oceanside defaulted on its loans. The instant Receivership was created in part to marshal assets of the

Defendants and Relief Defendants to recover the Lenders' investments in the loans to the various entities.

6. Prior to the Receivership, three Oceanside units were transferred to Keith Novak. Copies of the Quit Claim Deeds (which were signed by Keith Novak) are attached to the proposed Third Party Complaint.

7. Keith Novak, an insider of Oceanside, paid no consideration for the transfer of the units, which transfers were made with the actual intent to hinder, delay, or defraud creditors and/or without paying Oceanside reasonably equivalent value in exchange for the transfer of the units. Oceanside was engaged in a business for which the remaining assets were unreasonably small in relation to Oceanside's business and Oceanside and Novak were aware or should have reasonably believed that Oceanside would be insolvent or not be able to pay its debts as they became due. Therefore, the transfers of the units to Keith Novak are voidable pursuant to section 726.101 *et seq.* of the Florida Statutes

8. Accordingly, the Receiver claims equitable title to the units transferred to Keith Novak as part of the Receivership and subject to the Receivership Order.

9. In addition to this Court's mandate that the Receiver marshal Receivership assets including by bringing claims such as the ones alleged in the proposed Third Party Complaint, Florida courts liberally allow parties to amend pleadings and bring related claims in one action. *See, e.g., Fuente v. Southern Ocean Transport*, 933 So.2d 651, 654 (Fla. 3rd DCA 2006) ("Leave to amend to add a counterclaim should be liberally granted." Abuse of discretion found in denying same, even when case was at summary judgment stage. The standard is "excessive delay" and "demonstrable prejudice."). *See also, DeCarlo v. Sammons*, 375 So.2d 351 (Fla. 3rd DCA 1979) (reversing trial court's denial of defendant's request to file a compulsory

counterclaim); and *Branscomb v. Ploof Truck Lines*, 454 So.2d 59, 60 (Fla. 1st DCA 1984) (“[S]pecial liberality should be accorded leave to amend so as to add a compulsory counterclaim.”).

10. No party will be prejudiced by an Order granting the Receiver’s motion for leave to file the proposed Third Party Complaint.

WHEREFORE, based upon the foregoing, Michael I. Goldberg, as Receiver over Defendants Berman Mortgage Corporation, M.A.M.C. Incorporated, et al., and Relief Defendant OCEANSIDE ACQUISITIONS, LLC, a Florida limited liability company, respectfully requests that this Court grant the Receiver’s motion and the requested leave to serve the proposed Third-Party Complaint.

Respectfully submitted,

BERGER SINGERMAN

Attorneys for Receiver, Michael Goldberg

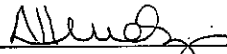
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CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail on this 10th day of November 2009, to the attached service list.

Respectfully submitted,

BERGER SINGERMAN

Attorneys for Receiver, Michael Goldberg

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CERTIFICATE OF SERVICE

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cc: The Honorable Jerald Bagley (*via U.S. Mail*)
Michael Goldberg, Esq., as Receiver (*via e-mail*)
The Investor(s)/Lender(s) Group (*via e-mail*)
Posted to the Berman Mortgage Website

IN THE CIRCUIT COURT OF THE 11TH
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.

MICHAEL I. GOLDBERG, as Receiver for Relief
Defendant, OCEANSIDE ACQUISITIONS, LLC, a
Florida limited liability company,

Third Party Plaintiff,

v.

KEITH NOVAK, an Individual,

Third Party Defendant.

THIRD PARTY COMPLAINT

Michael I. Goldberg, as Receiver over Defendants Berman Mortgage Corporation,
M.A.M.C. Incorporated, et al., and Relief Defendant OCEANSIDE ACQUISITIONS, LLC, a
Florida limited liability company, by and through undersigned counsel, hereby files his
Complaint against Defendant Keith Novak and states:

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

EXHIBIT

1

PARTIES, JURISDICTION AND VENUE

1. On December 11, 2007, this Court (the "Receivership Court"), appointed Plaintiff, MICHAEL I. GOLDBERG as the Receiver (the "Receiver") over the Receivership Defendants, Berman Mortgage Corporation, M.A.M.C. Incorporated, et al., and Relief Defendant entities including, OCEANSIDE ACQUISITIONS, LLC, a Florida limited liability company. A true and correct copy of the *Temporary Injunction and Agreed Order to Appoint Receiver* is attached hereto as **Exhibit A**.

2. Oceanside Acquisitions, LLC ("Oceanside") is an entity formed by Dana Berman and Defendant, KEITH NOVAK, which entity purchased condominium units at Gulf Island Resort in Pasco County, Florida; Some of the units were sold by Oceanside prior to the Receivership, a total of 13¹ units remain unsold. To complete its purchase of the units, Oceanside borrowed \$1,655,000 from approximately 42 individual lenders (the "Lenders") assembled through Receivership Defendant, Berman Mortgage Corporation, which loans were serviced by Receivership Defendant, M.A.M.C. Incorporated. Oceanside defaulted on its loans.

3. KEITH NOVAK ("Novak") is an individual who resides in Miami-Dade County, Florida and is otherwise *sui juris*.

4. From approximately 2002 to 2007, Novak was a Manager-Member of Oceanside.

5. Pursuant to the Receivership Order, the Receiver is "authorized to file suit against any person(s) or entity(ies) to recover property of any of the Receivership Defendants, including but not limited to, fraudulent conveyances and other claims and causes of actions of the Receivership Defendants." Receivership Order, ¶21.

¹ This number does not includes the three (3) units that are the subject of the instant Complaint.

FACTS

6. Prior to the Receivership, Novak procured and caused the transfer by Oceanside of three Oceanside units (the "Units") to himself. True and correct copies of the Quit Claim Deeds representing the transfers of the Units to Novak (the "Transfers") are attached hereto as follows:

- a. Quit Claim Deed dated August 1, 2007 by Oceanside Acquisitions, Inc. in favor of Keith Novak recorded in Official Records Book 7705 at Page 1418 on December 5, 2007 for **Condominium Unit 401A** of Gulf Island Beach and Tennis Club I, together with all dock spaces, parking spaces and other limited common elements appurtenant thereto. *See Exhibit B* hereto.
- b. Quit Claim Deed dated August 1, 2007 by Oceanside Acquisitions, Inc in favor of Keith Novak recorded in Official Records Book 7705 at Page 1417 on December 5, 2007 for **Condominium Unit 510A** of Gulf Island Beach and Tennis Club I, together with all dock spaces, parking spaces and other limited common elements appurtenant thereto. *See Exhibit C* hereto.
- c. Quit Claim Deed dated August 1, 2007 by Oceanside Acquisitions, Inc in favor of Keith Novak recorded in Official Records Book 7705 at Page 1420 on December 5, 2007 for **Condominium Unit 706A** of Gulf Island Beach and Tennis Club I, together with all dock spaces, parking spaces and other limited common elements appurtenant thereto. *See Exhibit D* hereto.

7. Novak, as a manager-member Oceanside, was an insider of Oceanside at the time of the Transfers of the Units.

8. Novak paid no consideration for the Transfers of the Units.

COUNT I
JUDGMENT SETTING ASIDE THE FRAUDULENT TRANSFER OF THE UNITS

9. The Receiver realleges paragraphs 1 through 8 above as if fully set forth herein.

10. The Transfers were made with the actual intent to hinder, delay, or defraud creditors of Oceanside and/or without paying Oceanside reasonably equivalent value in exchange for the Transfer of the Units.

11. At the time of the Transfers, Oceanside was engaged in business transactions for which its remaining assets of Oceanside were unreasonably small in relation to Oceanside's business and related transactions.

12. At the time of the Transfers, Oceanside and Novak were aware or should have reasonably believed that Oceanside would be insolvent or incur debts beyond Oceanside's ability to pay the debts as they became due.

13. Oceanside was insolvent at the time of Transfers or became insolvent shortly after the Transfers of the Units to Novak.

14. Therefore, the Transfers of the units to Keith Novak are voidable pursuant to section 726.101 *et seq.* of the Florida Statutes.

WHEREFORE, the Receiver, MICHAEL I. GOLDBERG, court-appointed Receiver over Relief Defendant, Oceanside Acquisitions, LLC, respectfully requests this Court to enter a judgment against Defendant, KEITH NOVAK setting aside the Transfers of the Units, awarding appropriate provisional remedies against the transferred assets or the assets of the transferee in accordance with applicable law, and granting such other and further relief this Court deems just and proper.

COUNT II
UNJUST ENRICHMENT

15. The Receiver realleges paragraphs 1 through 8 above as if fully set forth herein.
16. The Transfers conferred a benefit on Novak, who has knowledge of the benefit conferred.
17. Novak voluntarily accepted and has retained the benefit of the Transfers of the Units.
18. The circumstances render Novak's retention of the benefit conferred by the Transfers inequitable unless Novak pays the Receivership the value of the benefit.

WHEREFORE, the Receiver, MICHAEL I. GOLDBERG, court-appointed Receiver over Relief Defendant, Oceanside Acquisitions, LLC, respectfully requests this Court to enter a judgment against Defendant, KEITH NOVAK setting aside the Transfers of the Units or, alternatively, for the value of the Units at the time of the Transfers, and granting such other and further relief this Court deems just and proper.

COUNT III
BREACH OF FIDUCIARY DUTY

19. The Receiver realleges paragraphs 1 through 8 above as if fully set forth herein.
20. As a manager-member of Oceanside, Novak occupied a position of trust and confidence in relation to Oceanside and assumed a duty to advise, counsel, and protect Oceanside and its assets.
21. By causing and/or accepting the Transfers, Novak breached his duties to Oceanside.
22. Oceanside has suffered damages as a result of Novak's breach(es).

WHEREFORE, the Receiver, MICHAEL I. GOLDBERG, court-appointed Receiver over

Relief Defendant, Oceanside Acquisitions, LLC, respectfully requests this Court to enter a judgment against Defendant, KEITH NOVAK setting aside the Transfers of the Units or, alternatively, awarding Oceanside a judgment for the value of the Units at the time of the Transfers, and granting such other and further relief this Court deems just and proper.

Dated this 10th day of November 2009.

Respectfully submitted,

BERGER SINGERMAN

Attorneys for Receiver, Michael Goldberg

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2423061-2

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,

Defendants,

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.

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KARLYE RUMM, CLERK



TEMPORARY INJUNCTION AND AGREED ORDER
APPOINTING RECEIVER

This cause having come before the Court upon the State of Florida, Office of Financial Regulation's Complaint for a Temporary and Permanent Injunction and Appointment of a Receiver, and, after having reviewed the Complaint and Answer thereto filed by the Defendants and the Relief Defendants, and being otherwise advised in these premises, and further having heard of the agreement of the Parties, the Court does hereby:

ORDER AND ADJUDGE as follows:

1. It appears to the Court that an emergency exists in that the Defendants, Berman Mortgage Corporation ("Berman Mortgage"), M.A.M.C. Incorporated ("M.A.M.C."), and Dana J. Berman ("Berman") (collectively "Defendants"), and DB Atlanta, LLC, DB Durham, LLC, Normandy Holdings II, LLC, Normandy Holdings III, LLC, Waterside Acquisitions, LLC, DBKN Gulf Incorporated, Oceanside Acquisitions, LLC, DB Biloxi, LLC, DB Biloxi II, LLC, DB Biloxi III, LLC, DBDS Vero Beach, LLC, DB Tampa, LLC, DB Simpsonville, LLC, DBDS North Miami, LLC, Redlands Ranch Holdings, LLC, DBDS Biscayne Park, LLC and DB Carroll Street, LLC, who are defendants solely for purposes of equitable relief (the "Relief Defendants"), have violated and may continue to violate state securities laws and state mortgage lender laws in connection with the placement and servicing of mortgage loans which have been placed with investors who invested approximately \$192 million.

2. The Court is also concerned, and the evidence tendered to the Court shows that there is an imminent danger that the property of the Defendants and Relief

Defendants may be further dissipated and/or commingled if a Temporary Injunction and the appointment of a receiver is not issued.

3. The Court hereby takes exclusive jurisdiction and possession of the assets of the Defendants, Berman Mortgage, M.A.M.C., and Relief Defendants, the "Receivership Assets", which includes, but are not limited to: files, records, documents, leases, mortgages, investments, contracts, effects, lands, agreements, judgments, bank accounts, books of accounts, rents, goods, chattels, rights, credits claims, both asserted and unasserted, pending court actions and appeals, files and documents in the possession of attorneys and accountants of all of the Defendants and Relief Defendants, all other property, business offices, computers, servers, electronic data storage units, offsite storage locations, safety deposit boxes, monies, securities, choses in action, and properties, real and personal, tangible and intangible, of whatever kind and description, wherever situated of the Defendants, Berman Mortgage and M.A.M.C., and Relief Defendants. The Receiver shall retain custody and control of all of the foregoing pursuant to the terms of this Agreed Order. The Receiver shall file an inventory of the "Receivership Assets" within sixty (60) days of the entry of this Agreed Order.

4. The Court further finds that a temporary injunction shall be entered against all of the Defendants and Relief Defendants, and a Receiver appointed for Defendants, Berman Mortgage and M.A.M.C., and all Relief Defendants to prevent immediate and irreparable injury to the investors who have entrusted over \$192,000,000 to the Defendants and Relief Defendants.

5. Immediate and irreparable injury will result to numerous investors if, as alleged by Plaintiff in its Complaint, the Defendants' representatives are allowed to

IN WISCONSIN COUNTY
CLERK OF CIRCUIT COURT
JANUARY 10 2008

transfer or commingle any assets(s) acquired with investor funds; or if the Defendants' and Relief Defendants' financial information is disturbed in any way which would have the effect of frustrating examination by the Court or the receiver. Any such injury would diminish the ability of the Defendants and Relief Defendants to satisfy an order of restitution or effect any rescission.

6. The Court has determined that it is probable that the Plaintiff would prevail on the claims and that the Plaintiff has no adequate remedy at law.

7. The appointment of a Receiver is both necessary and appropriate in this matter in order to prevent further waste and dissipation of the assets of the Defendants and Relief Defendants, to the detriment of its investors.

8. The State of Florida, Office of Financial Regulation is the agency charged, pursuant to Chapters 494 and 517, Florida Statutes, to protect the public from the illegal acts of mortgage brokerage and mortgage lending businesses and securities dealers and securities issuers, and the Court is therefore, waiving the bond requirement in this matter.

9. The Court finds that Plaintiff has a clear legal right to a statutory injunction as provided by Sections 494.0013 and 517.191, Florida Statutes.

IT IS FURTHER ORDERED AND ADJUDGED:

10. M.A.M.C., its officers, agents, servants, personal representatives, legal representatives, employees, and all other persons or entities acting in concert or cooperation with it, are hereby restrained and enjoined from the following acts:

A. Any and all violations of sections 494.0025 (4)(a), (b), (c) and (5), and 494.0072(2)(e), (f), (g) and (h), Florida Statutes;

B. Continuing to service loans for others in violation of Section 494.00721, Florida Statutes;

C. Co-mingling of investor funds in violation of 494.0076(1)(a)2, Florida Statutes.

11. The named Defendants and Relief Defendants, their officers, agents, servants, personal representatives, legal representatives, employees, and all other persons or entities acting in concert or cooperation with them, are hereby restrained and enjoined from the following acts:

A. Selling or offering to sell an unregistered security in this state, without first registering the security with the Office of Financial Regulation, in violation of section 517.07, Florida Statutes;

B. Selling or offering to sell any securities in or from offices in this state, or selling securities to persons in this state from offices outside this state, by mail or otherwise, without first being registered as a dealer, associated person, or issuer with the Office of Financial Regulation, in violation of section 517.12, Florida Statutes;

12. The named Defendants and Relief Defendants, their officers, agents, servants, personal representatives, legal representatives, employees, and all other persons or entities acting in concert or cooperation with them, are hereby restrained and enjoined from the following acts:

A. Dissipating, selling, conveying, alienating, divesting themselves of, withdrawing, pledging as security, transferring, assigning, giving away, or in any manner whatsoever disposing of any of the monies or assets, including checking accounts, savings accounts, money market accounts, certificates of deposit, or any deposit of cash,

securities or other things of value and any and all real property and improvements thereon, and any motor vehicle, vessel, aircraft, jewelry, art and any other personal property or other assets of any description, obtained with or derived directly or indirectly from any investor monies obtained by the Defendants from the placing and servicing of loans, mortgages, and investments, no matter how ownership or title is held, including, but not limited to, Berman Mortgage, M.A.M.C. and Berman, or in the names of any of the Relief Defendants, DB Atlanta, LLC, DB Durham LLC, Normandy Holdings II, LLC., Normandy Holdings III, LLC, Waterside Acquisitions, LLC, DBKN Gulf Incorporated, Oceanside Acquisitions, LLC, DB Biloxi, LLC, DB Biloxi II, LLC, DB Biloxi III, LLC, DBDS Vero Beach, LLC, DB Tampa, LLC, DB Simpsonville, LLC, DBDS North Miami, LLC, Redlands Ranch Holdings, LLC, DBDS Biscayne Park, LLC and DB Carroll Street, LLC.

13. Michael I. Goldberg, whose telephone number is 954-463-2700, is appointed Receiver for Berman Mortgage Corporation, M.A.M.C. Incorporated, DB Atlanta, LLC, DB Durham, LLC, Normandy Holdings II, LLC., Normandy Holdings III, LLC, Waterside Acquisitions, LLC, DBKN Gulf Incorporated, Oceanside Acquisitions, LLC, DB Biloxi, LLC, DB Biloxi II, LLC, DB Biloxi III, LLC, DBDS Vero Beach, LLC, DB Tampa, LLC, DB Simpsonville, LLC, DBDS North Miami, LLC, Redlands Ranch Holdings, LLC, DBDS Biscayne Park, LLC and DB Carroll Street, LLC, and the Receivership Assets. The Receiver is hereby authorized to take and have possession of the Receivership Assets. The Receiver shall have complete and exclusive control, possession and custody of all Receivership Assets. The Receiver shall be vested with the usual powers and duties of equity receivers in like cases and is hereby authorized and

instructed to take possession of and control over the Defendants and Receivership Assets as defined herein, without any limitation of any kind as to his general duties.

14. All persons, including Berman Mortgage and MAMC, (the "Receivership Defendants"), all of their partners, directors, officers, agents, servants, employees, stockholders, personal representatives, legal representatives, attorneys, accountants, as applicable, and all persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, and specifically including any bank, brokerage company, or other financial or depository institution holding accounts for or on behalf of the Receivership Defendants shall promptly deliver to the Receiver all Receivership Assets in the possession or control of any one or more of them, and shall promptly surrender all books and records of any kind pertaining to the Receivership Defendants. This paragraph shall specifically apply to any and all depository and/or brokerage accounts held on behalf of the Receivership Defendants.

15. All persons, including the Receivership Defendants, and all of their partners, directors, officers, agents, servants, employees, stockholders, personal representatives, legal representatives, attorneys, accountants, as applicable, and all persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are stayed from:

- (a) Commencing, continuing or enforcing any suit or proceeding against the Receiver or the Receivership Assets, except with the prior permission of the Court;
- (b) Using self-help or executing or issuing or causing the execution or

A TRUE COPY
CERTIFICATION ON LAST PAGE
HARVEY RUBIN, CLERK

issuance of any court attachment, subpoena, replevin, execution or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any property owned by or in the possession of the Receivership Assets or the Receiver, wherever situated;

(c) Attempting to modify, cancel, terminate, call, extinguish, revoke, or accelerate (the due date), of any lease, loan, mortgage, indebtedness, security agreement, or other agreement with any of the Receivership Assets or any entity controlled by them.

(d) Doing any act or thing whatsoever to interfere with the taking control, possession, or management, by the Receiver of the Receivership Assets and asset owned, controlled or in the possession of the entity in receivership, or to in any way interfere with or harass the Receiver, or to interfere in any manner with the exclusive jurisdiction of this Court over the Receivership Assets; and,

(e) Causing the issuance of a subpoena on the Receiver, except with the prior permission of the Court.

16. The Receiver is hereby authorized to make appropriate notification to the United States Postal Service and/or any private delivery/messenger service to forward delivery of any mail addressed to the Receivership Defendants, or any company or entity under the direction or control of the Receivership Defendants, to the Receiver. The Receiver is also authorized to open and inspect all such mail, to determine the location or identity of assets or the existence and amount of claims or any other purpose authorized by this Order.

17. The Receiver is further authorized to make such ordinary and necessary

payments, distributions, and disbursements and execute, deliver, file and record such contracts, instruments, releases, indentures, certificates, and other agreements and documents, and to take such action as he deems advisable or proper for the marshalling, maintenance or preservation of the Receivership Assets. From and after the date of the entry of this Order, the Receiver shall have the authority to conduct the business operations of the Receivership Defendants and any entity it controls, including the authority to endorse all checks and drafts now or hereafter made payable to the Receivership Defendants.

18. Until further Order of the Court, this Order prohibits the prosecution of any civil action or other proceeding or the enforcement of any judgments against the Receivership Defendants.

19. The Receiver is hereby authorized to employ, without further order of the Court, such employees, accountants, and attorneys, consultants, investigators, and other professionals ("Outside Professionals") as is necessary and proper for the collection, preservation, maintenance and operation of the Receivership Assets, including entities of which the Receiver is a shareholder, to furnish legal, accounting and other advice to the Receiver for such purposes as may be reasonable and necessary during the period of receivership.

20. The Receiver is hereby authorized to receive and collect any and all sums of money due and owing to the Receivership Defendants, whether the same are now due or shall hereafter become due and payable, and is authorized to incur such expenses, satisfy such liabilities, and make such disbursements as are deemed, in his discretion, necessary and proper for the collection, preservation, maintenance and operation of the

Receivership Assets. The Receiver may abandon Receivership assets to duly perfected secured or lien creditors, if after due investigation and notice to parties in interest, he determines that either the Receivership Defendants have no equity in such asset(s) or such asset(s) are burdensome to the estate or are of inconsequential value and harmful to the Receivership estate. Further, the Receiver shall maintain appropriate insurance for the Receivership assets, their premises and/or locations, if appropriate in the Receiver's sole discretion.

21. The Receiver is hereby authorized and specifically has standing to institute, defend, compromise or adjust such actions or proceedings in state or federal courts now pending and hereafter instituted, as may in his discretion be advisable or proper for the protection of the Receivership Assets or proceeds thereof, and to institute, prosecute, compromise or adjust such actions or proceedings in state or federal courts as may in his judgment be necessary or proper for the collection, preservation and maintenance of the Receivership Assets and/or on behalf of the Receivership Defendants.

By this authorization and empowerment, this Court specifically determines that the Receiver is not prohibited and shall not be barred from bringing any action or proceeding due to the doctrine of in pari delicto. In addition, the Receiver is further empowered and authorized to file suit against any person(s) or entity(ies) to recover property of any of the Receivership Defendants, including, but not limited to, fraudulent conveyances and other claims and causes of action of the Receivership Defendants.

The Receiver is authorized to set depositions and demand production of documents on five (5) business days' notice. Any objections to documents requested by the Receiver may be stated at the deposition and reserved for hearing.

22. Any and all attorney(ies), accountants and any and all other professionals handling any matter for the Receivership Defendants shall cooperate with the Receiver and deliver all files, including attorney/client privileged communications and documents and all work product to the Receiver at his direction, notwithstanding any claim of a retaining lien which, if valid, is not extinguished by the delivery of the documents.

Further, Berman Mortgage Corporation, M.A.M.C. Incorporated, Dana J. Berman, the Relief Defendants, and their officers, agents, partners, servants, employees and transferees shall cooperate fully with the Receiver and comply with the Receiver's request(s) for information, records and documentation so that the Receiver may perform his duties with full information and knowledge.

23. The Receiver and his retained personnel or professionals are entitled to reasonable compensation and expense reimbursement out of the Receivership Assets. The Receiver is authorized to pay from the receivership estate's funds eighty percent (80%) of the ordinary and reasonable fees and one hundred percent (100%) of the costs of such Outside Professionals upon receipt of a bill from the Outside Professionals. The remaining twenty percent (20%) of fees shall be withheld (the "holdback") pending final application to the Court for approval of all fees and expenses of such Outside Professionals, including the holdback.

24. The Receiver and his attorneys and his agents are entitled to rely on all outstanding rules of law and court orders, and shall not be liable to anyone for their own good faith compliance with any order, rule law, judgment, or decree. In no event shall the Receiver or his attorneys or his agents be liable to anyone for their good faith compliance with their duties and responsibilities as Receiver, attorney, or agent for

Receiver, nor shall the Receiver or his attorney or his agents be liable to anyone for any actions taken or omitted by them except upon a finding by this Court that they acted or failed to act, as a result of malfeasance, bad faith, gross negligence, or in reckless disregard of their duties. The Receiver and his attorneys and his agents shall be indemnified and held harmless out of the Receivership Assets for all costs and expenses, including reasonable attorney's fees, incurred as a result of such actions. The Receiver and his attorneys and his agents may rely on, and shall be protected in acting upon, any resolution, certificate, statement, opinion, report, notice, consent, order, or other paper or documents believed to be genuine and to have been signed or presented by the proper party or parties. The Receiver may consult with legal, financial, or accounting advisors for any action taken or omitted to be taken by it in accordance with the advice thereof. Persons dealing with the Receiver shall only look to the receivership Assets to satisfy any liability, and neither the Receiver nor his attorneys or his agents or professionals shall have any personal liability to satisfy any such obligation.

25. From time to time, upon the application of the Receiver, the Court may amend or reissue this Order.

26. The Receiver shall not be required to post any bond.

IT IS FURTHER ORDERED:

27. That this Court shall retain jurisdiction of this action for all purposes.

28. The Receiver is hereby authorized, empowered, and directed to apply to this Court, with notice to the Receivership Defendants named in this action for issuance of such other orders as may be necessary and appropriate in order to carry out the mandate of this Order.

A 1990S COPY
CERTIFICATION ON LAST PAGE

IT IS FURTHER ORDERED that this Order will remain in effect until and unless modified by further Order of this Court.

DONE AND ORDERED in Chambers, in Miami, Miami-Dade County, Florida, on this 11 day of December 2007.



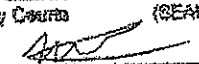
CIRCUIT COURT JUDGE

THOMAS S. WILSON, Jr.

Copies furnished to:
Alan L. Goldberg, Chief Restructuring Officer, M.A.M.C.
Dana J. Berman
Daren A. Schwartz
Michael I. Goldberg, Esquire, Receiver
Cristina Saenz, Assistant General Counsel, Office of Financial Regulation

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

I hereby certify that the foregoing is a true and correct copy of the original on file in this office 12/11 AD 2007

HARVEY FLANN, CLERK
Circuit and County Courts (SEAL)
Deputy Clerk 



S/H



Parcel Identification No: 33-24-16-0360-00000-4010

This Instrument Prepared By
and Return to:

Oceanside Acquisitions, LLC
Dana Berman
501 Continental Plaza
3250 Mary Street
Coconut Grove, Florida 33133

Rcpt: 1146294 Rec: 10.00
DS: 0.70 IT: 0.00
12/05/07 *[Signature]* Opty Clerk

JED PITTMAN, PASCO COUNTY CLERK
12/05/07 01:39pm 1 of 1
OR BK 7705 PG 1418

QUITCLAIM DEED

This *Quitclaim Deed*, made this 01, day of August, 2007, between OCEANSIDE ACQUISITIONS, LLC, a Florida Limited Liability Company, whose address is: 501 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133, Grantor, and KEITH L. NOVAK, whose address is 60 Edgewater Drive, PH 2F, Coral Gables, FLORIDA 33133, Grantee.

Witnesseth, that the Grantor, for and in consideration of the sum of -----TEN & NO/100 (\$10.00)----- DOLLARS, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and quitclaimed to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of PASCO, State of Florida, to-wit:

Condominium Unit 401A of Gulf Island Beach and Tennis Club I, a Condominium, according to the Declaration of Condominium thereof filed for record in Official Records Book 1381, Page 932 of the Public Records of Pasco County, Florida, together with all dock spaces, parking spaces and other limited common elements appurtenant thereto.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of the said Grantee forever.

In Witness Whereof, the Grantor has hereunto set his/her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

OCEANSIDE ACQUISITIONS, LLC

[Signature]
Witness #1 Signature

[Signature]
By: DANA BERMAN, as Managing Member, Oceanside Acquisitions, LLC.

Gabrielle D'alambert
Witness #1 Printed Name

Dana S. Berman
Witness #2 Signature

[Signature]
By: Keith L. Novak, as a Member of Oceanside Acquisitions, LLC.

Patsy S. BERMAN
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

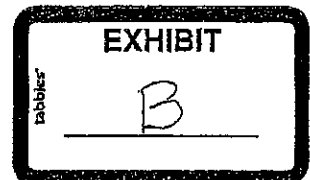
The foregoing instrument was acknowledged before me this 01, day of August, 2007, by DANA BERMAN, as Managing Member of OCEANSIDE ACQUISITIONS, LLC, who is personally known to me or who has produced _____ as identification.

SEAL

NOTARY PUBLIC-STATE OF FLORIDA
Betty G. Pace
Commission # DD541643
Expires: APR. 18, 2010
Bonded Thru Atlantic Bonding Co., Inc.

My Commission Expires:

[Signature]
Notary Signature
Betty G. Pace
Printed Notary Signature



S/H



Parcel Identification No: 33-24-16-0360-00000-5100

This Instrument Prepared By
and Return to:

Rept: 1146294 Rec: 10.00
DS: 0.70 IT: 0.00
12/05/07 *[Signature]* Dpty Clerk

Oceanside Acquisitions, LLC
Dana Berman
501 Continental Plaza
3250 Mary Street
Coconut Grove, Florida 33133

JED PITTMAN, PASCO COUNTY CLERK
12/05/07 01:39pm 1 of 1
OR BK 7705 PG 1417

QUITCLAIM DEED

This Quitclaim Deed, made this 01, day of August, 2007, between OCEANSIDE ACQUISITIONS, LLC, a Florida Limited Liability Company, whose address is: 501 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133, Grantor, and KEITH L. NOVAK, whose address is 60 Edgewater Drive, PH 2F, Coral Gables, FLORIDA 33133, Grantee.

Witnesseth, that the Grantor, for and in consideration of the sum of -----TEN & NO/100 (\$10.00)----- DOLLARS, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and quitclaimed to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of PASCO, State of Florida, to-wit:

Condominium Unit 510A of Gulf Island Beach and Tennis Club I, a Condominium, according to the Declaration of Condominium thereof filed for record in Official Records Book 1381, Page 932 of the Public Records of Pasco County, Florida, together with all dock spaces, parking spaces and other limited common elements appurtenant thereto.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of the said Grantee forever.

In Witness Whereof, the Grantor has hereunto set he/she hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

OCEANSIDE ACQUISITIONS, LLC

[Signature]
Witness #1 Signature

[Signature]
By: DANA BERMAN, as Managing Member, Oceanside Acquisitions, LLC.

Gabrielle D'Alcambete
Witness #1 Printed Name

[Signature]
By: Keith L. Novak, as a Member of Oceanside Acquisitions, LLC.

Patsy S. Berman
Witness #2 Signature

Patsy S. BERMAN
Witness #2 Printed Name

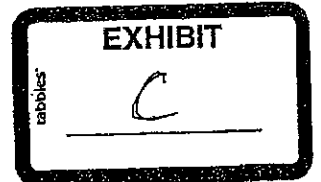
STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 01, day of August, 2007, by DANA BERMAN, as Managing Member of OCEANSIDE ACQUISITIONS, LLC, who is personally known to me or who has produced _____ as identification.

SEAL

NOTARY PUBLIC-STATE OF FLORIDA
Betty G. Pace
Betty G. Pace
Commission # DD54164
Expires: APR. 18, 2010
Bonded Thru Atlantic Bonding Co., Inc.
[Signature]
Printed Notary Signature

My Commission Expires:



S/H

Parcel Identification No: 33-24-16-0360-00000-7060



This Instrument Prepared By
and Return to:

Oceanside Acquisitions, LLC
Dana Berman
501 Continental Plaza
3250 Mary Street
Coconut Grove, Florida 33133

Rcpt: 1146294 Rec: 10.00
DS: 0.70 IT: 0.00
12/05/07 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
12/05/07 01:39pm 1 of 1
OR BK 7705 PG 1420

QUITCLAIM DEED

This Quitclaim Deed, made this 01, day of August, 2007, between OCEANSIDE ACQUISITIONS, LLC, a Florida Limited Liability Company, whose address is: 501 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133, Grantor, and KEITH L. NOVAK, whose address is 60 Edgewater Drive, PH 2F, Coral Gables, FLORIDA 33133, Grantee.

Witnesseth, that the Grantor, for and in consideration of the sum of -----TEN & NO/100 (\$10.00)----- DOLLARS, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and quitclaimed to the said Grantee and Grantee' heirs and assigns forever, the following described land, situate, lying and being in the County of PASCO, State of Florida, to-wit:

Condominium Unit 706A of Gulf Island Beach and Tennis Club I, a Condominium, according to the Declaration of Condominium thereof filed for record in Official Records Book 1381, Page 932 of the Public Records of Pasco County, Florida, together with all dock spaces, parking spaces and other limited common elements appurtenant thereto.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of the said Grantee forever.

In Witness Whereof, the Grantor has hereunto set he/she hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

OCEANSIDE ACQUISITIONS, LLC

[Signature]
Witness #1 Signature
GABRIELLE DIALAMBELTE
Gabrielle Dialambelte
Witness #1 Printed Name
Dana S. Berman
Witness #2 Signature
Patsy S. Berman
Witness #2 Printed Name

[Signature]
By: DANA BERMAN, as Managing Member, Oceanside Acquisitions, LLC.

[Signature]
By: Keith L. Novak, as a Member of Oceanside Acquisitions, LLC.

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 01, day of August, 2007, by DANA BERMAN, as Managing Member of OCEANSIDE ACQUISITIONS, LLC, who is personally known to me or who has produced _____ as identification.

SEAL

NOTARY PUBLIC-STATE OF FLORIDA
Betsy G. Pace
Commission # DD541643
Expires: APR. 18, 2010
Bonded Thru Atlantic Bonding Co., Inc.

My Commission Expires:

[Signature]
Notary Signature
Betsy G. Pace
Printed Notary Signature

