

**IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO.: 07-43672 CA 09

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,

Defendants,

and

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

Relief Defendants.

**ORDER GRANTING RECEIVER'S MOTION
TO APPROVE THE SALE OF A PORTION OF THE
PROPERTY OWNED BY AHIFO-MAMC CAPE CORAL, LLC**

THIS MATTER came before the Court on January 9, 2017 upon the hearing on the *Motion to Approve Sale of a Portion of the Property Owned by AHIFO-MAMC Cape Coral, LLC* (the "Motion"), filed by Michael I. Goldberg, in his capacity as the court-appointed receiver (the "Receiver") over Berman Mortgage Corporation, M.A.M.C. Incorporated ("MAMC"), and the Relief Defendants.

The Court having reviewed the Motion, being advised that notice was provided to all interested parties, each of whom have no opposition to the entry of this Order, and being otherwise fully advised in the premises, does hereby find that:

A. Pursuant to the *Temporary Injunction and Agreed Order Appointing Receiver* (“Receivership Order”) dated December 11, 2007, Michael Goldberg is the Court-appointed Receiver over BMC and MAMC and the Relief Defendants.

B. Prior to the entry of the Receivership Order, BMC brokered the funding of at least \$192 million in mortgage loans from approximately 700 private investors (“Lenders”) by offering fractional interests in short-term acquisition and/or construction commercial mortgage loans.

C. MAMC serviced the loans pursuant to servicing agreements entered into between each investor and MAMC.

D. One of the loans was made to Top Two Development, Inc (the “Borrower”). The Top Two Loan was secured by mortgages on four separate parcels of property (collectively, the “Property”) located in Lee County, Florida.

E. The loan was financed by AHIFO-4, LLC (“AHIFO-4”) and 114 of the Lenders; other Lenders subsequently provided an additional advance to the Borrower.

F. After the Borrower defaulted under the terms of the loan, AHIFO-4 and MAMC created AHIFO-MAMC Cape Coral, LLC to take title to the Property through the foreclosure process.

G. AHIFO-4 and MAMC remain the members of AHIFO-MAMC Cape Coral, LLC and the owners of the Property.

H. A portion of the Property has been the subject of a condemnation process by Lee County, to wit 3104 Embers Parkway West, Cape Coral, FL 33991 hereinafter described (the “Parcel”) to :

All of Block 3952, Cape Coral Unit 54, according to the map or plat thereof as recorded in Plat Book 19, Pages 79 to 91, inclusive, of the Public Records of Lee County, Florida.

I. The terms set forth in the Agreement for Purchase and Sale of Real Estate (“Purchase Agreement”) with Lee County (“Lee County”), are in the best interests of all parties hereto.

J. The sale price reflected in the Purchase Agreement is more than what is likely to be realized at a public auction of the Vacant Land pursuant to Section 45.031, F.S.

K. The Receiver is not connected with Lee County through any employment or ownership interest nor familial affiliation.

It is therefore **ORDERED AND ADJUDGED** that:

1. The Motion is **GRANTED**.
2. The Receiver is authorized to execute any documents and take any actions reasonably necessary to consummate the transactions contemplated therein.
3. Upon receipt of the consideration set forth in the Purchase Agreement, and delivery of the deed and other documents called for in the Purchase Agreement by the Receiver, the sale shall stand as confirmed, without further Order of the Court.

DONE AND ORDERED in Chambers in Miami-Dade County, Florida on this ____ day of _____, 2017.

CONFORMED COPY

JAN 09 2017

THE HONORABLE PEDRO P. ECHARTÉ, JR.
CIRCUIT COURT JUDGE

Conformed copies to:
All counsel of record
Posted to the Receiver's Web Site