

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

GENERAL JURISDICTION DIVISION

CONSOLIDATE CASE NOS.: 06-14379 CA 15
06-16301 CA15

WILDERED GIDNEY, et al.,

Plaintiffs,

vs.

JUAN A. BARROSO PINO, individually and
severally, BRICKELL YACHT CLUB at the
FOUR AMBASSADORS LLC, a Florida
limited liability company, and BRICKELL BAY
ENTERTAINMENT DEVELOPMENT
COMPANY, a Florida Corporation, US
PROPERTIES INC., a Florida Corporation,
FOUR AMBASSADORS INC. a/ka/FOUR
AMBASSADORS MASTER ASSOCIATION, a
not for profit Florida Corporation,

Defendants.

**REPLACEMENT DEFICIENCY JUDGMENT *NUNC PRO TUNC*
TO OCTOBER 25, 2007**

Upon notification that the original Deficiency Judgment entered October 25, 2007, had
been lost, this cause came before the Court on March 27, 2008, for the replacement of the
Deficiency Judgment, upon the Court Granting *Plaintiffs' Decree of Deficiency* after acquiring
Unit 5-100 to satisfy Plaintiff's Agreed Final Judgment of November 3, 2006, and finding the
Judgment having only been partially satisfied by the acquisition by Plaintiffs of Unit 5-100, it is
hereby

ADJUDGED that:

1. The replacement Deficiency Judgment is granted *nunc pro tunc* to October 25, 2007.
2. Plaintiffs shall have a deficiency judgment against BRICKELL YACHT CLUB at the
FOUR AMBASSADORS LLC and BRICKELL BAY ENTERTAINMENT and

CFN 20090814489 OR BK 27080 Pgs 1548 - 1554; (7pgs)
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HARVEY RUVIN, CLERK OF COURT, MIAMI-DADE COUNTY, FLORIDA

DEVELOPMENT COMPANY in the amount of \$4,295,989.46 that shall bear interest at the rate of 11% per annum as prescribed in Section 55.03(1) of the Florida Statutes, as amended. The Court reserves jurisdiction in this matter to award additional attorney fees and costs incurred.

3. This judgment shall be satisfied by the sale of the real property, the "Marina."

4. Plaintiffs whose address is 501 Continental Plaza, at 3250 Mary Street, Coconut Grove, Florida 33133, hold a second priority lien for the grand total sum specified in Paragraph 1 herein. The lien of the Plaintiffs is subject only to a first lien leasehold agreement in favor of Southern Skyway Property, Inc., dated September 12, 2003, filed for record October 3, 2003, in the Official Records Book 21711 at Page 1522. The lien of Plaintiffs is superior in dignity to any/all other right, title or claim of the defendants and all persons, corporations, or other entities claiming by, through, or under the defendants or any of them and all claims filed against the property after the date of Plaintiff's Lis Pendens and the property will be sold free and clear of all claims of the defendants, with the exception of any assessments that are superior pursuant to Florida Statutes, Section 718.116. The Plaintiffs' lien encumbers the property located in Miami-Dade County, Florida and described as Submerged Lands Lease #130000726 in and to the following described real property:

Leasehold Interest, pursuant to State of Florida Sovereignty Submerged Lands Lease #130000726 held by Brickell Bay Entertainment and Development Company.

Those submerged lands in Biscayne Bay, in Section 38, Township 54 South, Range 41 East, in the City of Miami, Miami-Dade County, Florida, described as follows:

Commence at the intersection of the Southerly line of Lot 13, Block 104 South, "AMENDED PLAT OF BRICKELL'S ADDITION TO MIAMI", according to the Plat thereof, recorded in Plat Book B, at Page 113 of the Public Records of Miami-Dade County, Florida, and the Easterly right of way line of Brickell Avenue as described in that certain deed dated November 18, 1959 and filed for record on May 26, 1960, in Official Records Book 2076 at Page 436, and in that certain deed dated December 16, 1959, filed for record on May 26, 1960, under Clerk's File No. 60R-94813 of the Public Records of Miami-Dade County, Florida: thence run

South 76° 41' 22" East along the Southerly line and its Easterly extension of said Lot 13, for a distance of 860.78 feet to the Southeast corner of the Easterly face of the concrete seawall as constructed, same point being the POINT OF BEGINNING of the submerged parcel of land hereinafter to be described, said face of the seawall being 1.5 feet, more or less, Westerly of the Miami-Dade County Bulkhead Line (also Easterly edge of concrete cap of the seawall) as recorded in, Plat Book 74 at Page 15 of the Public Record of Miami-Dade County, Florida; thence, continue South 76° 41' 22" East along the last said course for a distance of 16.65 feet, to the Southeasterly corner of the concrete walk, extending 15 feet, more or less, Easterly above the water at the level of said concrete cap; thence run South 84° 22' 40" East for a distance of 90.50 feet to a point; thence run North 5° 37' 20" East, 107 feet East of and parallel with the Easterly face of said concrete seawall, for a distance of 527.35 feet, to a point on the Easterly curved right-of-way of that parcel of submerged land deeded to the City of Miami by the Trustees of the Internal Improvements Fund of the State of Florida for public right-of-way, by that certain deed recorded in Official Records Book 4508, at Page 317 of the Public Records of Miami-Dade County, Florida, said point also being on the arc of a curve concave to the North, having a radius of 1,020.34 feet, which radius at said point bears North 10° 24' 56.4" East to the center of said curve; thence run Westerly, along the arc of the afore-described curve; which arc is also the Easterly line of said public right-of-way for an arc distance of 51.55 feet, through a central angle of 2° 53' 41.6" to a point; thence run North 13° 18' 38" East, along the Point of Tangency radial of said curve, for a distance of 115.00 feet, to the Easterly extension of the South right-of-way line of Southeast 8th Street, as shown on said "AMENDED PLAT OF BRICKELL'S ADDITION TO MIAMI"; thence run North 76° 41' 22" West along said Easterly extension of the South right-of-way line of said Southeast 8th Street for a distance of 71.79 feet, to the said Easterly face of the concrete seawall as constructed; thence run South 5° 37' 20" West, along the Easterly face of said concrete seawall, for a distance of 654.30 feet, to the POINT OF BEGINNING containing 64,426 square feet, more or less, or 1.4790 acres, more or less.

Recorded on March 22, 2005 in Official Records Book 23190, at Pages 0035-52 of the Public Records of Miami-Dade County, Florida, and as amended; together with an undivided share in the common elements appurtenant thereto.

5. If the total sum with interest at the rate described in paragraph 1 and all costs and attorneys fees not awarded in this judgment are not paid, the clerk of this court shall be authorized to sell the Marina, subject to a first lien leasehold agreement in favor of Southern Skyway Property, Inc., dated September 12, 2003, filed for record October 3, 2003 in the Official Records Book 21711 at Page 1522. Sale of this leasehold interest in the instant matter

shall not be scheduled unless the conditions for setting sale of the Marina as required by the Agreed Final Judgment dated November 3, 2006, have been satisfied or as otherwise ordered by this Court. However, Plaintiffs are authorized to credit bid this judgment subject to the first priority mortgage lien in the pending foreclosure matter, which is styled as SOUTHERN SKYWAY PROPERTY, INC vs. BRICKELL BAY ENTERTAINMENT and DEVELOPMENT COMPANY *et al*, Case Number 07-07524 CA 09.

6. Plaintiffs shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property for sale. If Plaintiffs are the purchaser, the Clerk shall credit Plaintiffs' bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full. If, subsequent to the date of Plaintiffs' affidavit of indebtedness and prior to the sale contemplated in paragraph 4 hereof, Plaintiffs are required to advance any monies to protect their leasehold lien, then Plaintiffs or their attorneys shall so certify to the Clerk of this Court, and the amount found due to Plaintiffs shall be increased by the amount of such advances. The Clerk shall receive the service charge imposed in Section 45.021 of the Florida Statutes, for services in making, recording, and certifying the sale and title that shall be assessed as costs.

7. On filing of the Certificate of Sale, defendants' right of redemption as proscribed by Florida Statutes §45.0315 shall be terminated.

8. On filing of the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first all of Plaintiffs' costs; second, documentary stamps affixed to the Certificate; third, Plaintiffs' attorney fees; fourth, the total sum due to the Plaintiffs, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale. The Clerk shall make payable to the attorney for Plaintiffs, the attorneys fees and court costs, in a separate check payable to JAMES D.

GASSENHEIMER, P.A.. The sum due Plaintiffs shall be made payable to JAMES D. GASSENHEIMER, P.A., Trust Account; both checks are to be forwarded to Plaintiffs' attorney whose current address as of December 17, 2007 is at Berger Singerman, P.A., 200 South Biscayne Boulevard, Suite 1000, Miami, Florida 33131. During the sixty (60) days after the Clerk issues the certificate of disbursements, the Clerk shall hold the surplus pending further Order of this Court.

9. On filing of the Certificate of Title, Defendants BRICKELL BAY ENTERTAINMENT and DEVELOPMENT COMPANY and BRICKELL YACHT CLUB at the FOUR AMBASSADORS and all persons claiming under or against defendant since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property and the purchaser at sale shall be let into possession of the property.

10. NOTICE PURSUANT TO AMENDMENT TO § 45.031, FLA. STAT. (2006) IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO THESE FUNDS YOURSELF, YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, 140 WEST FLAGLER STREET, ROOM 908, MIAMI, FLORIDA (TELEPHONE (305) 375-5943), WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT THE LEGAL AID SOCIETY AT THE DADE COUNTY BAR ASSOCIATION, 123 N.W. 1ST AVENUE, SUITE 214, MIAMI, FLORIDA, (TELEPHONE 305-371-2220), TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT THE DADE COUNTY BAR ASSOCIATION LEGAL AID SOCIETY, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

11. Defendants BRICKELL BAY ENTERTAINMENT and DEVELOPMENT COMPANY and BRICKELL YACHT CLUB at the FOUR AMBASSADORS agreed, in the November 3, 2006 Agreed Final Judgment, that they are in default under the Note and Mortgage.

12. Jurisdiction over this action is retained to enter further orders that are proper including, without limitation, writs of possession, protective advances, deficiency judgments and awards of additional attorneys' fees. The court retains jurisdiction to adjudicate Plaintiffs' claims if any deficiency that remains after the sale of the real property more particularly described in paragraph 3.

13. In the event the sale of the Marina results in a further deficiency, this Court

reserves jurisdiction to adjudicate Plaintiffs' rights against Defendant Juan A. Barroso Pino pursuant to his individual guaranty. The Clerk may issue writs of possession for the property without further Court Order.

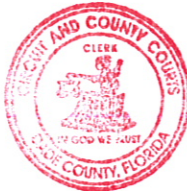
DONE AND ORDERED in Chambers, at Miami, Miami-Dade County, Florida, on this

31 day of March 2008.

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 Mar 31, AD 2008.

HARVEY RUBIN, CLERK
Circuit and County Courts (SEAL)
Deputy Clerk [Signature]



[Signature]
CIRCUIT COURT JUDGE

cc: **James D. Gassenheimer, Esq., Attorney for Plaintiffs**
Greg Martin, Esq. Attorney for Defendants BRJCKELL BAY ENTERTAINMENT and DEVELOPMENT CO., and JUANA. BARROSO PINO, and BRICKEL BAY at the FOUR AMBASSADORS
Richard R. Robles, Esq., Attorney for Defendant THE FOUR AMBASSADORS ASSOCIATION, INC., A/K/A THE FOUR AMBASSADORS MASTER ASSOCIATION, INC.