

IN THE CIRCUIT COURT OF THE
NINETEENTH JUDICIAL CIRCUIT, IN AND FOR
OKEECHOBEE COUNTY, FLORIDA.

CASE NO.: 2011 CA 304
JUDGE: LARRY SCHACK

GULFSTREAM BUSINESS BANK, a Florida
Banking corporation,

Plaintiff,

v.

OKEECHOBEE SURGICAL ASSOCIATES,
INC., a Florida corporation, SURGERY
CENTER OF OKEECHOBEE, INC., a
Florida corporation, LESLIE BERGHASH,
M.D., JOHN CHANG, M.D., MIGUEL
ESPIRITU, M.D., MANUEL GARCIA, M.D.,
TRINIDAD GARCIA, M.D., RICHARD
JAMES, M.D., ZAFAR KURESHI, M.D.,
JOHN LANZA, M.D., MARC LEVINE, M.D.,
DAVID SIGALOW, M.D., BRADFORD
SLUTSKY, M.D., ROBERT STIEFEL, M.D.,
and BARBARA L. BROWN,

Defendants.

FILED FOR RECORD
OKEECHOBEE COUNTY, FL
2012 JAN 17 PM 2:43
SHARON ROBERTSON
CLERK OF CIRCUIT COURT

CONSENT FINAL JUDGMENT AS TO COUNTS I AND II OF THE AMENDED
COMPLAINT

THIS ACTION came ~~on to be heard~~ before the Court in Chambers on the
Stipulation for Settlement, Consent to Filing Amended Complaint, and Entry of Final
Judgment by Consent as to Counts I and II of the Amended Complaint. By consent,

IT IS ADJUDGED that:

AS TO COUNT I OF THE AMENDED COMPLAINT:

1. **Motion Granted.** Plaintiff, GULFSTREAM BUSINESS BANK, a Florida
Banking corporation, and Defendants, OKEECHOBEE SURGICAL ASSOCIATES, INC., a
Florida corporation, SURGERY CENTER OF OKEECHOBEE, INC., a Florida corporation,
LESLIE BERGHASH, M.D., JOHN CHANG, M.D., MIGUEL ESPIRITU, M.D., MANUEL
GARCIA, M.D., TRINIDAD GARCIA, M.D., ZAFAR KURESHI, M.D., JOHN LANZA, M.D.,
MARC LEVINE, M.D., DAVID SIGALOW, M.D., BRADFORD SLUTSKY, M.D., and
ROBERT STIEFEL, M.D., have entered into a Stipulation for Entry of Final Judgment on

FILE # 2012000488 DR BK 00710 PG 0066 DATE: 01/18/2012 02:52:23 PM
SHARON ROBERTSON CLERK OF CIRCUIT COURT OKEECHOBEE COUNTY, FLORIDA
RECORDING FEES \$0.00 RECORDED BY 6 Newbourn Pgs 0066 - 73; (8pps)

Count One by Consent. There is no dispute of material facts and plaintiff's motion for summary final judgment is granted as to Count One.

2. **Amounts Due.** Plaintiff, GULFSTREAM BUSINESS BANK, a Florida Banking corporation, 2400 S.E. Monterey Road, Suite 100, Stuart, Florida 34996, is due:

Principal and advances:	\$1,841,904.39
Interest on the note and mortgage at 7.2% from May 26, 2011 to November 30, 2011 (per diem \$368.38)	\$69,255.44
Title search expenses:	\$250.00
Late Fees:	\$6,243.30
Court costs:	
Filing fee	\$575.00
Service of Process	\$220.00
Additional costs:	
Federal Express	\$12.88
Westlaw research	\$69.35
TOTAL	\$1,918,530.36

3. **Interest.** The total amount in paragraph 2 shall bear interest from this date forward at the prevailing rate.

4. **Lien of Property.** Plaintiff holds a lien for the total sum superior to all claims or estates of defendant(s), on the following described property in Okeechobee County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

Property Address: 1655 Highway 441 North, Okeechobee, FL 34972

5. **Sale of Property.** If the total sum with interest at the rate described in Paragraph 2 and all costs accrued subsequent to this judgment are not paid, the Clerk of this Court shall sell the property at public sale on Feb. 29, 2012, to the highest bidder for cash, except as prescribed in Paragraph 6,:

X at Jury Assembly Room, 2nd Floor, Okeechobee County Judicial Center, 312 NW 3rd Street, Okeechobee, Florida 34972 at _____ a.m.

_____ by electronic sale at _____ beginning at _____ a.m.

in accordance with section 45.031, Florida Statutes. **The public sale shall not be postponed or canceled without a court order, and shall proceed regardless of**

whether plaintiff, a plaintiff's representative, or plaintiff's counsel is present. All orders postponing or canceling the sale must be filed with the clerk of court no later than 5:00 p.m. two business days before the sale date. Counsel for plaintiff must be certain that the clerk has the original proof of publication of the notice of sale on file no less than three business days before the sale date. Failure to file the original proof of publication of the notice of sale will not stop the sale; however, the certificate of sale will not issue until the original proof of publication of notice of sale is filed. The failure of the plaintiff's counsel to properly and timely publish the notice of sale may result in sanctions against the plaintiff, plaintiff's counsel, individually, and the law firm representing the plaintiff. If the original proof of publication of the notice of sale is not filed with the clerk within ten calendar days after the sale, an order will be entered directing the plaintiff to show cause why the sale should not be vacated and the case dismissed with or without prejudice. The fact that an attorney has a high volume practice will not be a showing of good cause.

Any electronic sale by the clerk shall be in accordance with the written administrative policy for electronic sales published by the Clerk at the official website for the clerk and posted in the public areas of the clerk's offices.

6. **Costs.** Plaintiff 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, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If plaintiff is the purchaser, the clerk shall credit plaintiff's 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. The clerk shall receive the service charge imposed in Section 45.031, Florida Statutes.

7. **Distribution of Proceeds.** On filing the certificate of title, the clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of plaintiff's costs; second, documentary stamps affixed to the certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 2 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

8. **Right of Redemption.** On filing of the certificate of sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under Chapter 718 or Chapter 720, Florida Statutes, if any.

9. **Right of Possession.** Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property, subject to the provisions of the "Protecting Tenant At Foreclosure Act of 2009".

10. **Jurisdiction Retained.** Jurisdiction of this action is retained to enter further orders that are proper.

11. **Assignment of Bid or Judgment.** Prior to the issuance of the Certificate of Title, the Plaintiff may assign its Judgment, or the purchaser at the foreclosure sale may assign its bid, without further Order of this Court. The Clerk is authorized and directed to issue the Certificate of Title to the assignee of any bid or Judgment and the Court shall not consider the file closed under Florida Statute §28.241 until after the Certificate of Title has been issued.

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 FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN SIXTY (60) DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM 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, 312 NW 3RD STREET, OKEECHOBEE, FLORIDA 34972 (TELEPHONE: 863-763-2131), WITHIN 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 FLORIDA RURAL LEGAL SERVICES, 200 S. INDIAN RIVER DRIVE, SUITE 101, FORT PIERCE, FLORIDA 34950 (TELEPHONE: 772-466-4766), 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 FLORIDA RURAL LEGAL SERVICES, 200 S. INDIAN RIVER DRIVE, SUITE 101, FORT PIERCE, FLORIDA 34950 (TELEPHONE: 772-466-4766), FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

AS TO COUNT II OF THE AMENDED COMPLAINT, IT IS FURTHER ADJUDGED that:

12. **Default on Promissory Note.** The Defendants, OKEECHOBEE SURGICAL ASSOCIATES, INC., a Florida corporation, and SURGERY CENTER OF OKEECHOBEE, INC., a Florida corporation, have defaulted in the payment of sums required to be paid on the Balloon Promissory Note, which is the subject of COUNT II of Plaintiff's Amended Complaint, and the Plaintiff is entitled to a Final Judgment in this cause against Defendants OKEECHOBEE SURGICAL ASSOCIATES, INC., a Florida corporation, SURGERY CENTER OF OKEECHOBEE, INC., a Florida corporation.

13. **Final Judgment on Promissory Note.** Pursuant to the terms of the Confidential Settlement Agreement entered into by and between the Plaintiff and consenting Defendants, the Plaintiff is awarded a Final Judgment by consent against the Defendants, OKEECHOBEE SURGICAL ASSOCIATES, INC., a Florida corporation, and SURGERY CENTER OF OKEECHOBEE, INC., a Florida corporation, jointly and severally, and is due the amounts as set forth in paragraph number 2 under the Promissory Note sued on in this action in Count Two of the Amended Complaint.

FOR WHICH LET EXECUTION ISSUE FORTHWITH.

14. **Writ of Execution.** Plaintiff shall be entitled to receive from the Clerk of this Court, as many Writs of Execution as the Plaintiff deems necessary in its effort to collect its Judgment.

15. **Court Order to Close File.** ~~This case shall remain open and not be closed for purposes of Section 28.241, Florida Statutes, including all post judgment proceedings until further order of this Court.~~

~~_____

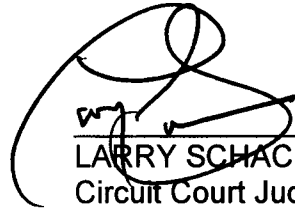
_____~~

AS TO COUNTS III THROUGH XV, IT IS FURTHER ADJUDGED that:

The Court reserves jurisdiction to consider Plaintiff's prayers for relief pursuant to COUNTS III through XV of Plaintiff's Amended Complaint against Defendants, LESLIE BERGHASH, M.D., JOHN CHANG, M.D., MIGUEL ESPIRITU, M.D., MANUEL GARCIA, M.D., TRINIDAD GARCIA, M.D., RICHARD JAMES, M.D., ZAFAR KURESHI, M.D., JOHN LANZA, M.D., MARC LEVINE, M.D., DAVID SIGALOW, M.D., BRADFORD SLUTSKY, M.D., ROBERT STIEFEL, M.D., and BARBARA L. BROWN, ~~and the Court shall not consider the file closed under Florida Statute §28.241 pending further order of the Court.~~ *So long as brought to conclusion within 1 calendar year from this date.*

ORDERED in Chambers at Okeechobee, Okeechobee County, Florida on

1-15 2012



LARRY SCHACK
Circuit Court Judge

Copies furnished to all parties:

1-17-12
• **Robert P. Summers, Esquire**, McCarthy, Summers, Bobko, Wood, Norman, Bass & Taylor, P.A., 2400 S.E. Federal Highway, 4th Floor, Stuart, FL 34994

• **Jeffrey J. Saunders, Esquire**, Crary-Buchanan, 759 SW Federal Highway, Suite 106, Stuart, FL 34994

• **Lisa R. Hamilton, Esquire**, Law Offices of Charles W. McKinnon, P.L., 3055 Cardinal Drive, Suite 302, Vero Beach, FL 32963

• **Richard James, M.D.**, 176 NW Magnolia Lakes Blvd., Port St. Lucie, FL 34986

THE JUDGMENT CREDITOR IS GULFSTREAM BUSINESS BANK, a Florida Banking corporation, whose address is, 2400 S.E. Monterey Road, Suite 100, Stuart, Florida 34996.

G:\Users\rps\02721811\Settlement Documents November 2011\2011-11-22 Summers 11.23.11. Revised Consent Final Judgment.with Judge requested revisions.docx

Lots 1 through 26, inclusive, Block 74, Conner's Highlands, according to the Plat thereof as recorded in Plat Book 1, Page 21, including all alleys, of the Public Records of Okeechobee County, Florida.

Less and Except:

Those portions of Lots 1, 2, 3, 4, 5 and 6, Block 74, Conner's Highlands, according to the map or plat thereof as recorded in Plat Book 1, Page 21, including all alleys, of the Public Records of Okeechobee County, Florida.

Being described as follows: Begin at the Southeast corner of said Lot 6; thence along the South line of said Lot 6, South 89 degrees 44' 57" West, 3276 meters (10.75 feet); thence North 00 degrees 08' 04" West, 91.462 meters (300.07) feet to the North line of said Lot 1; thence along said North line North 89 degrees 44' 35" East, 3.252 meters (10.67 feet) to the Northeast corner of said Lot 1; thence along the East line of said Lots 1, 2, 3, 4, 5 and 6, South 00 degrees 08' 58" East, 91.462 meters (300.07 feet) to the Point of Beginning.

Also less and except:

A portion of land lying in Lots 10 through 23 and an abandoned alley, Block 74, CONNORS HIGHLANDS, an addition to OKEECHOBEE, as recorded in Plat Book 1, Page 21, public records of Okeechobee County, Florida and being more particularly described as follows: Begin at the Northwest Corner of Lot 16, Block 74, CONNORS HIGHLANDS, an addition to OKEECHOBEE as recorded in Plat Book 1, Page 21, public records of Okeechobee County, Florida; thence North 88° 23' 17" East along the North Line of said Block 74 for a distance of 308.00 feet thence South 01 ° 32' 30" East for a distance of 256.73 feet; thence South 88° 24' 46" West for a distance of 131.00 feet; thence North 70° 42' 24" West for a distance of 189.38 feet to a point on the West Line of Said Block 74; thence North 01 ° 32' 30" West along said West Line for a distance of 189.10 feet to the Point of Beginning.

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Exhibit A

TOGETHER WITH:

b. Appurtenances. The benefit of all easements and other rights of any nature whatsoever, if any, appurtenant to the Land or the Improvements, or both, the benefit of all rights-of-way, strips and gores of land, streets, alleys, passages, drainage rights, sewer rights, rights of ingress and egress to the Land and all adjoining property, and any improvements now or hereafter located thereon, water rights and powers, oil, gas, mineral and riparian rights, whether now existing or hereafter arising, together with the reversion or reversions, remainder or remainders, rents, issues, incomes and profits of any of the foregoing (the "Appurtenances").

c. Improvements. All buildings, structures, betterments and other improvements of any nature now or hereafter situated in whole or in part upon the Land or the Appurtenances, regardless of whether physically affixed thereto or severed or capable of severance therefrom (the "Improvements").

d. Tangible Property. All of Mortgagor's right, title and interest, if any, in and to all fixtures, equipment and tangible personal property of any nature whatsoever that is now or hereafter (i) attached or affixed to the Land or the Improvements, or both, or (ii) situated upon or about the Land or the Improvements, or both, regardless of whether physically affixed thereto or severed or capable of severance therefrom, or (iii) regardless of where situated, if used, usable or intended to be used in connection with any present or future use or operation of or upon the Land, the foregoing includes: all heating, air conditioning, lighting, incinerating and power equipment; all engines, compressors, pipes, pumps, tanks, motors, conduits, wiring, and switchboards; all plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus; all boilers, furnaces, oil burners, vacuum cleaning systems, elevators and escalators; all stoves, ovens, ranges, disposal units, dishwashers, water heaters, exhaust systems, refrigerators, cabinets, and partitions; all rugs, draperies and carpets; all laundry equipment; all building materials; all furniture, furnishings, office equipment and office supplies; and all additions, accessions, renewals, replacements and substitutions of any or all of the foregoing. The items of property encumbered by this paragraph are jointly and severally called the "Tangible Property" in this Mortgage.

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of the original document.

Exhibit A cont'd