

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

In re:

COUNTRYSIDE VILLAGE CONDOMINIUM
ASSOCIATION, INC.

Chapter 11

Debtor.

Case No.: 11-41298-LMI

STIPULATION FOR SETTLEMENT

This Stipulation for Settlement (the “**Stipulation**”) is made this ____ day of ~~August~~October, 2012, by and between (a) Countryside Village Condominium Association, Inc. (the “**Debtor**”) and Trintec Construction, Inc. (the “**Trintec**”). The Debtor and Trintec may be hereinafter referred to as a “Party,” or together as the “Parties.”

WHEREAS, the Debtor is a condominium association, a Florida not-for-profit corporation created in connection with the formation of Countryside Village Condominium (the “**Condominium**”), as reflected by that certain Declaration of Condominium for the Debtor (the “**Declaration**”);¹

WHEREAS, virtually all of the Debtor’s income is generated through the collection of assessments paid by the owners of individual units within the Condominium;

¹ The Declaration is recorded at Official Records Book 12391, Page 1803 of the Public Records of Miami-Dade County, Florida and re-recorded in Official Records Book 12396, at Page 1285, as amended by instruments recorded in Official Records Book 21212, at Page 2015, and in Official Records Book 21656, at Page 4436, all of the Public Records of Miami-Dade County, Florida. Initially, the Condominium was comprised of thirteen (13) separate not for profit corporations. On or about June 25, 2003, the Articles of Merger merged Countryside Village Condominium “1” Association, Inc. with Countryside Village Condominium Association, Inc.’s 2 through 13. The name of the surviving corporation into which of the remaining 12 corporations merged is Countryside Village Condominium “1” Association, Inc. Thereafter, the surviving corporation amended its articles of incorporation to change its name to Countryside Village Condominium Association, Inc.

WHEREAS, the Condominium consists of the common area, including the gatehouse, and includes thirteen (13) buildings² of the Condominium and the respective 208 condominium units therein (collectively, the “**Condominium Property**”);

WHEREAS, the Debtor estimates that at least 149 of the 208 condominium units are completely encumbered by mortgages and/or other liens on their respective units;

WHEREAS, in or around 2005, the Debtor contracted with Trintec to repair roofs of the Condominium;

WHEREAS, in April of 2006, Trintec claimed the Debtor failed to pay for the services provided, and recorded a claim of lien for approximately \$1.3 million;

WHEREAS, in late 2006, Trintec filed a foreclosure complaint against the Debtor in the matter styled *Trintec Construction, Inc. v. Countryside Village Condominium Association, Inc.*, Case No. 06-24673, pending in the Miami-Dade County Circuit Court (the “**Foreclosure Action**”);

WHEREAS, in the Foreclosure Action, Trintec obtained a Final Judgment, dated July 12, 2011, against the Debtor for the total sum of \$1,161,112.42, which was subsequently supplemented on October 20, 2011 to include attorneys’ fees, thereby increasing the judgment to \$1,561,112.42 (the “**Judgment**”);

WHEREAS, the Judgment has been appealed by the Debtor (the “**Appeal**”) and, as of the time of this Stipulation, the Appeal is still pending;

² Building #1: 19085 NW 62nd Avenue, Miami, Florida 33015 (16 Units); Building #2: 19055 NW 62nd Avenue, Miami, Florida 33015 (24 Units); Building #3: 18995 NW 62nd Avenue, Miami, Florida 33015 (16 Units); Building #4: 18905 NW 62nd Avenue, Miami, Florida 33015 (8 Units); Building #5: 19025 NW 62nd Avenue, Miami, Florida 33015 (8 Units); Building #6: 18935 NW 62nd Avenue, Miami, Florida 33015 (8 Units); Building #7: 18965 NW 62nd Avenue, Miami, Florida 33015 (24 Units); Building #8: 18875 NW 62nd Avenue, Miami, Florida 33015 (16 Units); Building #9: 18845 NW 62nd Avenue, Miami, Florida 33015 (16 Units); Building #10: 18815 NW 62nd Avenue, Miami, Florida 33015 (24 Units); Building #11: 18725 NW 62nd Avenue, Miami, Florida 33015 (24 Units); Building #12: 18755 NW 62nd Avenue, Miami, Florida 33015 (8 Units); and Building #13: 18785 NW 62nd Avenue, Miami, Florida 33015 (16 Units).

WHEREAS, pursuant to the Judgment, the valid lien amount of each unit subject to foreclosure sale was \$5,582.27 as of July 12, 2011, which was increased to \$7,505.34 at the time the supplemental judgment was entered, and which amount will be \$8,872.85 (the “**Unit Indebtedness**”) as of November 15, 2012;

WHEREAS, since entry of the Judgment, nineteen (19) unit owners have paid their pro-rata share of the Judgment to Trintec totaling \$136,206.64 and one (1) unit was foreclosed upon (the “**Paid Units**”), and a schedule of the Paid Units is attached as Exhibit “A” hereto;

WHEREAS, a foreclosure sale of the Condominium Property, to the exclusion of the Paid Units (the “**Subject Units**”) that paid their pro rata share of the Judgment prior to the Petition Date, was scheduled for November 14, 2011, which was canceled as a result of the Debtor’s bankruptcy filing on November 11, 2011 (the “**Petition Date**”);

WHEREAS, the Debtor submits that ~~three or~~ four of the Subject Units are untenable (the “**Untenable Units**”) ~~³(PLEASE EXPLAIN STATUS OF THESE UNITS — IE. EXTENT OF DAMAGE. ALSO, PLEASE LIST THESE UNITS HERE. AND, ADVISE IF THERE IS A MORTGAGE ON SUCH UNITS);~~

WHEREAS, prior to the Petition Date, pursuant to an *Order Approving Settlement of Bifurcated Claim* entered in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (Case No. 06-24673) on July 5, 2011, the Debtor was authorized to act as class representative of the unit owners for purposes of holding and administering the claims of the unit owners concerning damages to the interior of their individual units allegedly caused by Trintec;

³ The Untenable Units are (1) 18725 NW 62nd Avenue, #111, Miami, Florida 33015; (2) 18965 NW 62nd Avenue, #202, Miami, Florida 33015; (3) 18965 NW 62nd Avenue, #212, Miami, Florida 33015; and (4) 19055 NW 62nd Avenue, #207, Miami, Florida 33015.

WHEREAS, approximately twenty-three (23) unit owners submitted documents regarding their respective claims of damages;

WHEREAS, the Debtor's counsel in the Foreclosure Action, Peter Fullerton ("**Fullerton**") represented the Debtor to recover from Trintec's Insurer, Colony Insurance Company, for the damages ~~sustained~~caused to the interior of certain individual units of the Condominium;

WHEREAS, pursuant to a settlement reached between the Debtor and Trintec's Insurer, Fullerton held settlement proceeds in its trust account from Colony Insurance Company in the amount of \$225,000.00 dated July 14, 2011 (check no. 1360998) concerning the claims asserted on behalf of the unit owners for interior damages to units at the Debtor's Condominium;

WHEREAS, Fullerton was entitled to a contingency fee and reimbursement of costs for his representation of the Debtor to recover from Trintec's Insurer, and on August 9, 2011, Fullerton received payment of \$120,170.20, which was comprised of a \$90,000.00 contingency fee and \$30,170.20 in costs;

WHEREAS, post-petition, on December 1, 2011, Fullerton returned \$104,829.80 (the "**Insurance Settlement Proceeds**") to the Debtor;

WHEREAS, the Insurance Settlement Proceeds do not belong to the Debtor, but belong to certain of the individual unit owners within the Condominium, and therefore the Debtor hereby represents to Trintec, which representation Trintec relies upon, that the Debtor will obtain authority/approval from its members to pay the Insurance Settlement Proceeds to Trintec;

~~**WHEREAS**, there is a dispute between the Parties as to the validity and amount of Trintec's claim and the repayment of Trintec's claim;~~

WHEREAS, the Debtor believes it would be able to cramdown Trintec's claim at a contested confirmation hearing, pursuant to 11 U.S.C. § 1129(b)(2)(A), since at least one impaired class will vote in favor of the Debtor's plan;

WHEREAS, Trintec believes the Debtor cannot cramdown Trintec's claim, and as a result it could block the Debtor's confirmation if it does not support the Debtor's proposed plan;

WHEREAS, in order to avoid the costs and uncertainties of a contested confirmation and further litigation concerning the Judgment, without any of the Parties admitting any fault or liability, the Parties (after attending a Court ordered mediation with Judge Hyman) desire to settle this matter amicably and without further litigation; and

WHEREAS, the Parties wish to set forth the terms of their settlement in this Stipulation for Settlement (the "**Stipulation**").

NOW, THEREFORE, in consideration of the premises aforesaid and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

STIPULATION

1. **Recitals Incorporated:** Recitals and prefatory phrases and paragraphs set forth above are hereby incorporated in full and made a part of this Stipulation.

2. **Amount of Trintec's Indebtedness:** The amount of Trintec's Allowed Secured Claim is \$1,668,096.21, 466,237.03 ("**Trintec's Claim**"), assuming the confirmation hearing is on or before November 15, 2012. The deadline for the confirmation hearing may be extended by mutual agreement by the Parties or by Order of this Court. As of the date of this Stipulation, the Unit Indebtedness for each individual Subject Unit has increased to \$7,804.51.

3. **Payment of the Insurance Settlement Proceeds:** On the Effective Date of the Debtor's confirmed plan of reorganization, the Debtor shall pay Trintec the sum of the Insurance Settlement Proceeds, which shall ~~be applied towards~~ reduce the amount due from ~~the certain~~ Subject Units. The Debtor's plan of reorganization shall indicate ~~what~~ amount is being allocated to each respective Subject Unit and a time period and procedure for each ~~of the~~ respective ~~Subject #Unit owners~~ to object to said amount. The Debtor agrees to fully defend, indemnify, and hold Trintec harmless of and from any and all manner of action and actions, cause and causes of action of any kind, suits, debts, sums of money due, accounts, reckonings, bills, covenants, contracts, controversies, promises, damages, liability, judgments, and demands or claims of any kind whatsoever, whether in law or in equity, including reasonable attorney's fees and disbursements, which Trintec may or shall incur or be subject to by reason of the Insurance Settlement Proceeds. Should Trintec incur any liability, loss, damage or expense, arising from this paragraph, same shall be payable by the Debtor to Trintec immediately upon demand. Notwithstanding anything herein to the contrary, On the Effective Date, the Debtor is permitted to make a lump sum payment to Trintec that is greater than the total amount of the Insurance Settlement Proceeds.

4. **Trintec Special Assessment:** The Trintec Claim shall be paid in full over a period of approximately 7.5 years at an interest rate of 4.25% per annum by specially assessing the Subject Units ~~(excluding the Untenable Units, to the extent permitted by the Declaration and Florida law)~~ \$100 per month, which special assessments shall be increased by \$5 at the beginning of each year, until each respective individual Unit Indebtedness and Trintec's Claim is paid in full or otherwise considered paid in full pursuant to this agreement (the "**Trintec Special Assessment**"). The Trintec Claim shall be reamortized at a rate of 4.25% on a yearly basis on

January 1st of each year until paid in full. The Trintec Special Assessment shall be irrevocable, and the Debtor shall adopt and pass resolution confirming that the Trintec Special Assessment is irrevocable until the Trintec Claim is paid in full. The Trintec Special Assessment shall not apply to the owners of Paid Units or any other unit owner who subsequently satisfied their respective Unit Indebtedness owing to Trintec since they have satisfied this obligation.

However, the Debtor is, and will remain, obligated to satisfy the Trintec Claim until paid in full after application of creditors required pursuant to the terms of this Stipulation. The payment of the Trintec Special Assessment by the Subject Units to the Debtor of the Trintec Special Assessment is due on the ——15th of each month, commencing on ——January 15, 2013 (the “Monthly Collected Trintec Assessment”). The payment by the Debtor to Trintec of the Monthly Collected Trintec Assessment -shall commence on January 15, 2013, assuming the Debtor’s plan of reorganization is confirmed prior to December 15, 2012, and shall continue to be paid on the ——15th day of each consecutive month until the Trintec Claim is satisfied in full. The Debtor is responsible for the collection of the Trintec Special Assessment and to pay Trintec all monies collected, but the Debtor shall not be in default if a unit owner defaults unless the Debtor does not strictly comply with the Unit Owner Default Procedures (defined below). Moreover, the Debtor’s confirmed Chapter 11 plan (and the confirmation order) shall state that no secured creditor or lien holder of the Debtor shall have an interest in any monies collected pursuant to the Trintec Special Assessment, and at Trintec’s option, the Debtor Trintec shall open a new account in the name of Trintec (over which Trintec shall have sole signature authority) in which the Debtor shall deposit any and all monies received pursuant to the Trintec Special Assessment.

4. ——

5. **Retention of Liens:** Trintec shall retain any and all liens and other rights it had on each of the Subject Units prior to the Petition Date, unless and until the Unit Indebtedness is satisfied and paid in full on such Subject Unit based on the terms provided herein. As additional security, the Debtor grants in favor of Trintec, as security for all of the indebtedness that is owed by the owners of the Subject Units, a first priority and post petition security interest and lien in the Trintec Special Assessment for each individual Subject Unit, and the Debtor's Chapter 11 plan of reorganization (and corresponding confirmation order) shall provide for such first priority and post-petition security interest. Upon the Debtor collecting the funds of the Monthly Collected Trintec Assessment and such funds clearing the Debtor's bank account, the Debtor shall immediately transfer the Monthly Collected Trintec Assessment to a bank account (the "Trintec Account") opened by Trintec at the same financial institution where the Debtor maintains its bank accounts. Trintec shall retain any and all liens and other rights it had on each of the Subject Units prior to the Petition Date, unless and until the Unit Indebtedness is satisfied and paid in full on such Subject Unit based on the terms provided herein. As additional security, the Debtor grants in favor of Trintec, as security for all of the indebtedness that is owed by the owners of the Subject Units, a first priority and post petition security interest and lien in the Trintec Special Assessment for each individual Subject Unit, and the Debtor's Chapter 11 plan of reorganization (and corresponding confirmation order) shall provide for such first priority and post petition security interest, unless and until the Unit Indebtedness is satisfied and paid in full based on the terms provided herein. (WE NEED TO FIGURE OUT HOW TO PERFECT SUCH SECURITY INTEREST—PERHAPS A BANK ACCOUNT IN TRINTEC'S NAME?)

6. **Right to Inspect Untenable Units:** Trintec shall have any rights the Debtor has to inspect the Untenable Units and the Debtor shall provide Trintec with all information or other

documents the Debtor has concerning the Untenable Units. The Debtor must continue to assess the Untenable Units, and in the event an Untenable Unit fails to pay the Debtor's assessment or the Trintec Special Assessment, the Debtor must immediately move to foreclose, and foreclose, its lien on the Untenable Unit. The Debtor shall use its best reasonable efforts to repair the Untenable Units to make them rentable within a prompt period of time; and, the Debtor estimates the cost of doing so to be \$ _____. (iii) Once an Untenable Unit becomes rentable, said unit(s) shall commence paying the Trintec Special Assessment pursuant to the terms provided herein.

(WHAT HAPPENS IF AN UNTENABLE UNIT IS NOT FIXED? WHAT OPTIONS DOES TRINTEC HAVE?)

7. **Reporting Requirements:** The Debtor shall provide to Trintec each month, a payment and delinquency report by unit, within five-fifteen (15) business days of after each the assessment being due, since unit owners have a ten (10) day cure period is considered late. Such report shall also include the unit number, a beginning balance for the Trintec Special Assessment, principal and interest due on the Trintec Special Assessment, payments made toward the Trintec Special Assessment, and the balance due for the Trintec Special Assessment. With respect to any Subject Units rented by the Debtor, the Debtor shall provide Trintec a monthly rental report on the 15th day of each month until the Trintec Claim is paid in full.

8. **Right to Settle Unit Indebtedness:** Trintec may settle, in its own discretion, a unit owner's Unit iIndebtedness for an amount less than \$8,872.85 \$7,804.51, plus interest that continues to accrue (the "**Discounted Settlement Amount**") at any time prior to the completion of the payments of the Unit Indebtedness. In the event Trintec agrees to take a Discounted Settlement Amount, the overall debt the Debtor owes Trintec shall be reduced by the lesser of the Unit Indebtedness or the Unit Indebtedness minus any amounts previously paid by that

Subject Unit as of the time of Trintec's receipt ~~(HOW CALCULATED?)~~ of the Discounted Settlement Amount.

9. Lump Sum Payment of Unit Indebtedness Option: Any unit owner of a Subject Unit shall have the option of making a lump sum payment of \$7,500.00~~5.32~~, less any prior payments towards the Unit Indebtedness made by the unit owner, within thirty (30) days of the Effective Date of the Debtor's confirmed plan of reorganization in full satisfaction, settlement and release of Unit Indebtedness. If the aforementioned payment is not made within thirty (30) days of the Effective Date of the Debtor's confirmed plan of reorganization, the unit owner of the Subject Unit will be required to pay the Trintec Special Assessment pursuant to the terms of this Stipulation until the Unit Indebtedness of ~~-\$8,872.85~~\$7,804.51, plus interest that continues to accrue, is paid in full.

9.10. Estoppel Information: If a Subject Unit is to be sold, then the remaining amount of the Trintec Special Assessment due and owing on the Subject Unit must be paid in full at closing. Estoppel information provided by the Debtor for the sale of any of the Subject Units shall include the amount due for the entire Trintec Special Assessment for the Subject Unit to be sold. Prior to sending such estoppel information to the purchaser of the Subject Unit, the Debtor shall obtain the amount due by the Subject Unit for the entire Trintec Special Assessment from Trintec.

~~10.11.~~ **Event of Default by Unit Owner:** A default has occurred if any unit owner of a Subject Unit does not timely make any portion of the required monthly assessment payment to the Debtor (a "Unit Owner's Default"), including but not limited to the payment of the Trintec Special Assessment. ~~(BRAD, THE DEBTOR SHOULD INCLUDE A LATE FEE AS AN INCENTIVE FOR THE UNIT OWNER TO MAKE PAYMENT ON TIME).~~ For example,

even if a unit owner has tendered its Trintec Special Assessment to the Debtor, but has not paid the Debtor the remaining monthly assessments, a Default has occurred. A Unit Owner's Default shall not constitute a default by the Debtor, unless the Unit Owner Default Procedures (defined below) are not strictly followed by the Debtor. Trintec shall not foreclose on any individual Subject Unit until and unless there is a Unit Owner's Default under this Stipulation. In the event of a Unit Owner's Default, the Debtor shall be in default of the Agreement unless it strictly follows the following procedures (the "Unit Owner Default Procedures"):

a. In the event of a Unit Owner's Default, and unless otherwise stated in the Declaration or Chapter 718, Florida Statutes, the Debtor shall send a notice of default (the "Notice of Default") by first class mail to the defaulting unit owner within five (5) business calendar days of the Default, ~~unless as otherwise required by the Declaration~~. Thereafter, the defaulting unit owner shall have five (5) business~~thirty (30)~~ days from the transmission of the Notice of Default, ~~unless as otherwise required by the Declaration~~, to cure said default (the "Cure Period"). In the event of default, should the Cure Period expire without cure by the defaulting unit owner, the Debtor shall notify Trintec in writing of the Unit Owner's Default and shall provide Trintec with all of the information the Debtor has on the defaulting unit, including but not limited to, a delinquency report, any litigation pleadings, and mortgage and tax informaton. In addition, and during the period between the default and the election under Section 10(b) below, the Debtor shall diligently and promptly pursue its rights under Chapter 718, Florida Statutes, against the defaulted Unit Owner and any monies collected as a result shall be distributed pursuant to Section 10(c) below. If the Debtor has the right to inspect the Subject Unit upon the Unit Owner's Default, Trintec shall also be permitted to inspect said unit with the Debtor. In the event the Debtor fails to timely comply with the Unit Owner Default Procedures,

the Debtor shall be in default under this Stipulation and ~~make one of the aforementioned required steps in this paragraph,~~ Trintec shall have the right of specific performance or may pursue any and all remedies that may be available, including execution proceedings to collect the Trintec Judgment and Trintec Claim (which includes foreclosure of Trintec's lien on the Subject Units). In addition, the Debtor shall not amend the Declaration to conflict with any of its obligations in this section.

b. Trintec shall have the option for a period of ten (10) business days after the date Trintec receives notice of the Unit Owner's Default to either: (1) make an assignment of its ~~j~~Judgment lien and right to set foreclosure sale on the defaulting unit to the Debtor ("**Option 1**") in the form attached as Exhibit "B" hereto [Kerry Lewis to provide]; or (2) to notify the Debtor that Trintec seeks to take title to the defaulting unit ("**Option 2**").

i. In the event Trintec elects Option 2, the Debtor shall have the right for a period of five-seven (75) business days to accept an assignment of Trintec's right to take title and may elect to take title to the defaulting unit itself. If the Debtor exercises this option, the Debtor shall pay Trintec the balance of the Unit Indebtedness within fiveseven (75) days of the ~~earlier notice~~Trintec notice electing Option 2 on that particular Subject Unit and then Trintec shall assign that portion of its ~~j~~Judgment to the Debtor.

ii. In the event Trintec elects Option 2 and the Debtor does not elect to take title to the defaulting unit within five-seven (75) business days of Trintec electing Option 2, the balance of the Unit Indebtedness on that particular Subject Unit shall be considered satisfied and the ~~principal~~ amount owed to Trintec on the Trintec Claim will be reduced by that amount. In addition, any and all liens that the Debtor may have on such unit shall be waived and released by the Debtor so that Trintec can obtain title to such unit free and clear of any and all

~~claims the Debtor may have against such unit (and the Debtor agrees to execute any and all documents necessary for Trintec to foreclose and acquire such unit free and clear of any and all claims held by the Debtor against such unit). Any monies obtained at the conclusion of any sale of such unit shall be the property of Trintec.~~

c. In the event the Debtor obtains title to a unit subject to Option 1, the Debtor must have its counsel file a motion to set the foreclosure sale of the subject unit within seven~~five~~ (57) business days of assignment and the foreclosure sale shall be set on the earliest possible date. In the event the Debtor fails to do so, the Debtor shall immediately reassign Trintec's Judgment lien and right to set foreclosure sale to Trintec upon Trintec's written notice demanding same. In addition, the Debtor~~will use reasonable efforts~~, through the exercise of its reasonable business judgment, shall decide to either promptly lease or sell said unit. If the Debtor leases the unit, the rental income from said unit (the "Rented Unit") shall be allocated as follows in the following order of priority on a monthly basis:

i. First, if applicable, the gross rental proceeds shall be used to compensate any rental agent its required market reasonable fee. ~~It is anticipated that~~ The rental agent fee shall not exceed~~will be~~ the amount of one month's rent.

ii. Second, the ~~remaining~~ rental proceeds shall be used to fund the Debtor's necessary and ordinary expenses associated with making the Rented Unit rentable up to \$800_____. If the necessary expenses exceed \$800_____, the Debtor must seek and obtain Trintec's approval after providing Trintec with all information relating to such expenses, after which approval shall~~will~~ not be unreasonably withheld~~denied~~, before incurring said expense.

iii. Third, the remaining rental proceeds shall be used to fund ~~extraordinary current maintenance~~ expenses, such as fixing the plumbing or air conditioning, as necessary to rent the Rented Unit. Said expenses shall only be permitted on an as-needed basis, ~~and if the necessary expenses exceed \$_____~~; The Debtor must seek and obtain Trintec's approval of after providing Trintec with all information relating to such expenses, after which approval shall will not be unreasonably withhelddenied, before incurring said expense, except as may be necessary in an emergency situation, such as a flood.

iv. Fourth, the remaining rental proceeds shall be used to compensate the Debtor's rental manager's management fee. Trintec believes 4% of the gross rent to be a reasonable fee for the rental manager. The Debtor's current property manager has indicated he would charge a fee of 10% of the gross rent or consider a sliding scale that would include a declining fee as the number of units being managed increased (THE SLIDING SCALE NEEDS TO BE IN THIS AGREEMENT). — Trintec will have the opportunity to find an alternative manager at a reduced rate if it believes the fee requested by the Debtor's current property manager is too high. The Debtor's current property manager would have the option to reduce his rates at such time if he wishes to act as the rental manager. The proposal submitted to the Debtor from the current property manager is attached hereto as Exhibit "C."

~~iv.v.~~ Fifthourth, the remaining rental proceeds shall be used to fund an amount equal to the current monthly Condominium Assessments (MUST DEFINE THIS TERM), which shall be applied to the charges on the unit owner's account in the proportion that the current assessment is divided between the Trintec Special Assessment and all other assessments. As of the date of this Stipulation, the current monthly Condominium Assessment is

\$328.83. The Debtor estimates the monthly Condominium Assessments will go up to \$350 in 2013.

~~v.~~vi. Sixth~~Fifth~~, the remaining rental proceeds shall be used to fund the expenses of obtaining title to foreclose on the lien whether by sale pursuant to Trintec's Judgment or foreclosure proceedings due to other defaults. Trintec believes a flat fee of \$500 for the Debtor to retain an attorney to obtain title ~~from~~to foreclose on the lien is reasonable. If the Debtor is unable to retain an attorney to represent it at such rate, Trintec will have the opportunity to find an attorney to perform said services at a lower rate than the rate proposed ~~to the Debtor~~. At such time, the attorney selected by the Debtor would have the opportunity to reduce his or her rate to match the rate found by Trintec.

~~vi. Sixth, the remaining rental proceeds shall be used to compensate the Debtor's rental manager's management fee. Trintec believes 4% of the gross rent to be a reasonable fee for the rental manager. The Debtor's current property manager has indicated he would charge a fee of 10% of the gross rent or consider a sliding scale that would include a declining fee as the number of units being managed increased. The Debtor's current property manager has not yet provided all of the terms. Once Trintec has received the formal offer from the Debtor's property manager, Trintec will have the opportunity to find an alternative manager at a reduced rate if it believes the fee requested by the Debtor's current property manager is too high. The Debtor's current property manager would have the option to reduce his rates at such time if he wishes to act as the rental manager.~~

vii. Seventh, the remaining rental proceeds shall be used to pay Trintec any amount past due on the Trintec Special Assessment from the date of default, including late

~~fees and any costs incurred, which shall be the Effective Date after Confirmation of the Debtor's Plan.~~

viii. Eighth, the remaining rental proceeds shall be used to pay Trintec until the Unit Indebtedness on that particular unit is paid in full.

ix. Ninth, the remaining rental proceeds shall be used to pay the Debtor past due assessments up to six (6) months of delinquent monthly assessments from prior to the Effective Date after Confirmation of the Debtor's Plan.

x. Tenth, any remaining rental proceeds shall be paid to Trintec to reduce the principal amount of Trintec's Claim, ~~for the benefit of the Debtor and shall be applied to the balance of the Unit Indebtedness on particular Subject Units as specified by the Debtor.~~

d. If the Debtor obtains title to a particular unit and the Debtor determines in the exercise of its business judgment to sell the particular unit, ~~the Debtor shall first seek approval of such sale from Trintec, and any net sale proceeds (net of standard closing costs and prorations) shall be paid used to Trintec and applied to Trintec's Claim, reduce the principal amount of Trintec's Claim for the benefit of the Debtor and all unit owners.~~

~~d.e.~~ If any unit is in default and preparation for rental, including but not limited to complying with Section 110C(i) – (iii) above, is not completed within thirty (30) days of the Debtor obtaining title for such unit, Trintec may elect to complete the required repairs and manage the rental of such unit. If this becomes necessary, then one hundred percent (100%) of the rental income will be applied only to the items identified in Section 110C(i), (ii), (iii) and (vii) above in that order.

12. **Rented Units Default:** In the event a tenant in a Rented Unit defaults on his/her monthly lease payment to the Debtor, the Debtor shall immediately, and pursuant to § 83.56(3),

Florida Statutes, (2011) deliver to such tenant a 3-Day Notice for payment of the rent of possession of the Rented Unit. If the tenant in the Rented Unit fails to comply with the 3-Day Notice, the Debtor shall have three (3) business days to commence eviction proceedings. Upon notice that the Debtor has failed to comply with this paragraph, the Debtor shall have three (3) days to cure said default by commencing the eviction proceeding. The Debtor's failure to comply with the terms of this paragraph is a default under this Stipulation.

13. **Foreclosure of Subject Unit by Mortgage:** In the event a Subject Unit is foreclosed by the Subject Unit's mortgagee and there are delinquent assessment due and owing by that Subject Unit which the mortgagee must pay to the Debtor pursuant to Florida law, then such payment by the mortgagee shall be paid/transferred by the Debtor to Trintec to pay down the Trintec Special Assessment due and owing on that Subject Unit.

14. Supplemental Judgment: The Judgment in favor of Trintec in the Foreclosure Action shall be amended by Trintec to facilitate the judicial sale of the individual Subject Units in the event there is a default under this Stipulation.

15. Motion to Stay or Enlarge Briefing Schedule of the Appeal: The Parties shall file an agreed motion to stay or otherwise use their best efforts to extend the briefing schedule of the Appeal until this Stipulation is expressly approved by the Bankruptcy Court. Immediately, upon approval of this Stipulation by the Bankruptcy Court, the Parties shall dismiss the pending Appeal with prejudice with both parties paying their own fees and costs. All parties waive any right to rehear, reconsider or appeal the approval of the dismissal of the Appeal. The Parties have the absolute right to file this Stipulation with the appellate court, if needed or appropriate.

~~13.~~16. **Deadline to File Plan:** The Debtor shall file a plan of reorganization within two (2) weeks of execution of this Stipulation (the “**Plan Deadline**”). The Plan Deadline may be extended by mutual agreement by the Parties or by Order of this Court.

~~14.~~17. **Trintec’s Support:** Trintec shall vote for and support a plan, filed by the Debtor, that incorporates the terms of this settlement and is consistent with the terms of this Stipulation-

~~15.~~18. **Conditions Precedent:** The Parties agree that the enforceability of the Stipulation is subject to the Bankruptcy Court entering an Order approving the settlement as set forth herein that becomes final and non-appealable (the “**Final Settlement Order**”).

~~16.~~19. **Frustration of Purpose:** Neither of the Parties shall take any action to intentionally frustrate the purposes of the Stipulation.

20. **Non-Approval:** In the event that the Stipulation is not approved by the Bankruptcy Court, nothing herein shall be deemed a representation or admission by any Party as to any issue involved in this case, and this Stipulation will be deemed null and void.

21. **Attorneys’ Fees and Costs:** In the event of any litigation between the Debtor and Trintec arising as a result of a default under this Stipulation, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs related thereto, including, but not limited to, those incurred at all trial and appellate levels. In addition, the prevailing party shall be entitled to recover its fees and costs for collecting any judgments thereon.

~~17.~~—

~~18.~~— **Fees and Costs:** ~~Each of the Parties agrees to bear their own attorneys’ fees and costs with respect to the Stipulation.~~

~~19. **Default:** In the event that any of the Parties hereto default under the terms hereof, the non-defaulting Party shall retain all claims, interest and causes of action as if this Stipulation were never entered into and shall be free to pursue the recovery of such claims from the defaulting Party.~~

~~20.~~22. **Binding Effect:** The Stipulation shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

~~21.~~23. **Entire Agreement:** The Stipulation constitutes the entire agreement of the Parties hereto as to the subject matter hereof. The undersigned acknowledge that there are no communications or oral understandings contrary, different, or that in any way restrict the Stipulation, and that all prior agreements or understandings within the scope of the subject matter of the Stipulation are, upon the entry of the Final Settlement Order, superseded, null and void.

~~22.~~24. **Amendments:** No waiver, modification or amendment of the terms of the Stipulation shall be valid or binding unless made in writing and signed by the Debtor and Trintec, signed by the Party to be charged and then only to the extent as set forth in such written waiver, modification, or amendment.

~~23.~~25. **Counterparts:** The Parties may execute this Stipulation in whole or counterparts, and execution of counterparts shall have the same force and effect as if the Parties had signed the same instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.

~~24.~~26. **Choice of Law:** This Stipulation shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to its conflict of law principles.

~~25.~~27. **Best Efforts:** The Parties and their counsel shall use their best efforts to cause the Bankruptcy Court to approve this Stipulation and to effectuate the settlement of the stated terms and conditions set forth herein. All Parties will agree to file all reasonable and necessary documents to obtain approval of this Stipulation by the Bankruptcy Court and that they waive rehearing, reconsideration and appeal in any way relating to the approval of this Stipulation.

~~26.~~28. **Neutral Interpretation:** In the event any dispute arises among the Parties with regard to the interpretation of any term of this Stipulation, or any agreement attached hereto, all of the Parties shall be considered collectively to be the drafting Party ~~and any rule of construction to the effect that ambiguities are to be resolved against the drafting Party and any rule of construction.~~

~~27.~~29. **Authority:** Each Party to this Stipulation warrants and represents that the person signing this Stipulation on its behalf is duly authorized to enter into this Stipulation on behalf of such Party. Each Party signing this Stipulation separately acknowledges and represents that this representation and warranty is an essential and material provision of this Stipulation and shall survive execution of this Stipulation.

~~28.~~30. **Illegality:** If any clause, provision, or paragraph of this Stipulation shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or enforceability shall not affect any other clause, provision, or paragraph of this Stipulation, and this Stipulation shall be construed and enforced as if such illegal, invalid, or unenforceable clause, paragraph, or other provision had not been contained herein. Additionally, to the extent any provision, or paragraph of this Stipulation shall, for any reason, be held to be contradictory or inconsistent with the Declaration, such provision shall not affect any other clause, provision, or paragraph of this Stipulation, and the terms of the Declaration shall control over such provision or paragraph.

29.31. Retention of Jurisdiction: The Bankruptcy Court shall retain jurisdiction over the Parties, subject matter, interpretation, effectuation, and enforcement of the terms of the Stipulation.

IN WITNESS HEREOF, the undersigned, being duly authorized, have caused this Stipulation to be effective as of the date set forth above.

By: _____
Trintec Construction, Inc.
13091 NW 43rd Avenue, Unit A-2
Opa Locka, Florida 33054

By: _____
Countryside Village Condominium Association, Inc., Debtor
18901 NW 62nd Avenue
Hialeah, Florida 33015