

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

IN RE:

CASE NO. 08-011951-BKC-ALP

JOSEPH A. DICIOCCIO &
DIANE M. DICIOCCIO,

CHAPTER 7

Debtors.

WEBSTER BANK, N.A.,

Adv. No. 9:08-ap-00593-BKC-ALP

Plaintiff,

J.B. Vol. 15, #1890

vs.

JOSEPH A. DICIOCCIO &
DIANE M. DICIOCCIO,

Defendants.

AGREED FINAL JUDGMENT

This matter came before the Court by agreement of the parties. The Court being duly advised in the premises it is hereby ORDERED and ADJUDGED as follows:

1. Under 28 U.S.C. §157 and 1334, this Court has subject matter jurisdiction over this adversary proceeding.

2. Final Judgment is hereby entered against Defendants, Joseph A. DiCioccio and Diane M. DiCioccio, jointly and severally, in the amount of \$272,342.90, for which sum let execution issue. This judgment is hereby declared to be nondischargeable pursuant to 11 U.S.C. § 523, and shall be excepted from any discharge granted to Joseph A. DiCioccio or Diane M. DiCioccio in Case No. 08-011951-BKC-ALP.

3. The Judgment is entered in accordance with the agreement attached hereto as Exhibit A. The Court approves the agreement.

4. The last known address of each Defendant is as follows:

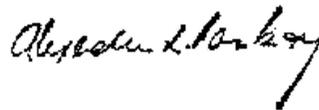
Joseph A. DiCioccio
23546 Sandycreek Terrace
Unit 508
Bonita Springs, Florida 34135

Diane M. DiCioccio
23546 Sandycreek Terrace
Unit 508
Bonita Springs, Florida 34135

DONE and ORDERED in Tampa, Florida, June 26, 2009.

I CERTIFY THE FOREGOING TO BE A TRUE
AND CORRECT COPY OF THE ORIGINAL.
UNITED STATES BANKRUPTCY COURT
LEE ANN BENNETT, CLERK

Deanna B.



Alexander L. Paskay
United States Bankruptcy Judge

Copies furnished to:

Charles W. Throckmorton, Esq., 2525 Ponce de Leon Blvd., 9th Floor, Miami, Florida
33134

Joseph A. DiCioccio, 23546 Sandycreek Terrace, Unit 508, Bonita Springs, Florida
34135

Diane M. DiCioccio, 23546 Sandycreek Terrace, Unit 508, Bonita Springs, Florida 34135

Robert L. Vaughn, Esq., 2080 Collier Avenue, Ft. Myers, FL 33901

EXHIBIT A

AGREEMENT

This Agreement, entered into as of this 6th day of May, 2009, by and between Webster Bank, N.A. ("Bank"), and Joseph A. DiCioccio and Diane M. DiCioccio ("the DiCioccios"), all of the parties to this Agreement being called, in the aggregate, the "Parties", and each of the parties being called, separately, a "Party."

WHEREAS the DiCioccios are indebted to Webster as guarantors of the obligations of Jade Associates of Florida, LLC and Jade International Ltd.; and

WHEREAS the DiCioccios have filed a Chapter 7 bankruptcy case (Case No. 9:08-bk-11951-ALP in the U.S. Bankruptcy Court for the Middle District of Florida)(the "Bankruptcy Case"); and

WHEREAS Webster has objected to certain exemptions claimed by the DiCioccios in the Bankruptcy Case, and has commenced an adversary proceeding (Adv. No. 9:08-ap-00593-ALP in the Bankruptcy Case)(the "Adversary Proceeding") that its claims are nondischargeable; and

WHEREAS the Parties wish to resolve their disputes and enter into a discounted payment plan;

NOW, THEREFORE, in consideration of the consideration recited in this Agreement, including the mutual promises set forth herein, the sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

1. The above recitals, including the recitation of the identity of each of the Parties, are true.
2. The Parties agree to the entry of a final judgment (the "Judgment") in the Adversary Proceeding in the form attached hereto as Exhibit A .
3. Webster will withdraw its objection to the DiCioccios' exemptions, provided that Webster reserves all rights to contest the exempt status of any of the DiCioccios' assets in the event it is required to enforce its Judgment.
4. Webster may docket and record the Judgment, but shall otherwise refrain and forbear from executing upon the Judgment in any manner, for so long as the DiCioccios make the following payments in respect of the Judgment: *
 - a. \$3,000.00, on or before December 1, 2009;
 - b. \$5,000.00, on or before December 1, 2010;

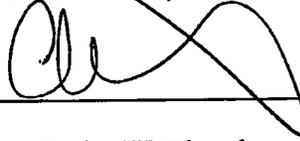
Mr. [Signature] * Payments shall be payable to Webster Bank, N.A. and delivered to Charles Throckmorton, Esq., 2525 Ponce de Leon, 9th Floor, Coral Gables, FL 33134

- c. \$5,000.00, on or before December 1, 2011;
- d. \$5,000.00, on or before December 1, 2012;
- e. \$6,000.00, on or before December 1, 2013; and
- f. \$6,000.00, on or before December 1, 2014.

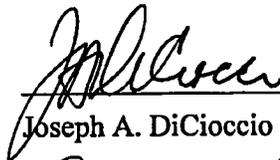
5. If the DiCioccios make all payments described in Paragraph 4 above on a timely basis, time being of the essence, then Webster shall satisfy the Judgment of record. If the DiCioccios fail to make any payment described in Paragraph 4 above on a timely basis, then Webster shall be free to enforce the Judgment in its full amount, after crediting the DiCioccios for any payments actually made.

6. Governing Law. This Agreement shall be governed and interpreted under the laws of the State of Florida.

WEBSTER BANK, N.A.



By: Charles W. Throckmorton, as authorized attorney



Joseph A. DiCioccio



Diane M. DiCioccio