

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO: _____

IN RE:

Debtor
_____ /

AGREEMENT TOLLING/WAIVING STATUTE OF LIMITATIONS PERIOD

PARTIES:

Nancy N. Herkert, Standing Chapter 13 Trustee for the Southern District of Florida
("Trustee")

("Transferee")

RECITALS:

A. According to the Debtor's Schedules, she transferred property to
_____ ("Transferee") valued at \$ _____ as a gift, repayment of a loan,
etc.

B. The Trustee has asserted claims that the transfer and the Transferee's interest in
the Property are avoidable under 11 U.S.C. Sections 544, 545, 547, 548, or 549 ("the Claims").

C. The Debtor(s) have agreed to amend their Chapter 13 Plan ("Plan") to provide
payment to unsecured creditors in an amount equal to or more than that which those unsecured
creditors would likely have received if the Trustee had successfully pursued the Claims. The
Debtor(s) have further agreed not to modify the Plan any time after Confirmation to reduce such
payments to those unsecured creditors. The Trustee does not intend to commence action against
the Transferee for the recovery of the Claims, unless and until the Debtor(s) either seek to modify
the Plan or covert the Case to a proceeding under any chapter of the U.S. Bankruptcy Code other
than Chapter 13.

AGREEMENT

Based upon the foregoing Recitals, and in consideration for the mutual covenants stated below,
the Parties hereby agree as follows:

1. TOLLING OF STATUTE(S) OF LIMITATION. Transferee agrees that all statutes of limitation relating to any Claims including, without limitation, 11 U.S.C. Section 546, are tolled (and will not expire) until the latter of the following:

- a. The expiration of any applicable statute of limitation; or
- b. Ninety days after the entry of an order converting the case to a case under any chapter of the U. S. Bankruptcy Code other than Chapter 13

2. ABSTENTION. The Trustee agrees she will not commence nor continue any formal cause of action, in any court of competent jurisdiction, based upon any of the Claims, unless an order is entered converting this case to a case under any chapter of the U.S. Bankruptcy Code other than Chapter 13 as provided for in paragraph 1b, or unless the Debtor(s) propose a modified plan wherein the amount that will be paid to unsecured creditors is less than the amount creditors would likely have received if the Trustee had successfully pursued the Claims.

3. NOTICE. Any notice required or permitted to be given under the terms of this Agreement shall be in writing and shall be given by First Class Mail, directed to the Trustee or the Transferee, as the case may be, at the following address, or such other address as any party shall designate, in writing, to the other party prior to the giving of such notice:

Nancy N. Herkert, Esq
Standing Chapter 13 Trustee
Post Office Box 279806
Miramar, Florida 33027

4. LITIGATION EXPENSES. In the event any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this Agreement, the prevailing party in such proceedings shall be entitled to recover a reasonable attorney's fee in that proceeding, or any appeal thereof, in addition to the costs and disbursement allowed by law.

5. JURISDICTION AND VENUE. This Agreement shall be subject to and governed by the laws of the State of Florida and the parties further agree that Miami, Florida shall be an appropriate venue for any such proceeding.

6. SUCCESSORS AND ASSIGNS. All the covenants, agreements, conditions and terms contained in this Agreement shall be binding upon, apply and inure to the benefit of the successors and assigns of the respective parties hereto including, without limitation, any successor Trustee appointed in the above-captioned case.

7. WARRANTY OF AUTHORITY. The person or persons executing and delivering this Agreement on behalf of another party represents and warrants each of them is duly authorized to do so and that the execution and delivery of this Agreement is the voluntary and lawful act of the person on whose behalf this Agreement is executed.

8. COUNSEL. Each of the parties acknowledges each party has been represented by counsel or has knowingly and voluntarily waived counsel in connection with the preparation and execution of this Agreement and that each party has thoroughly reviewed this Agreement with that party's counsel (if any). **The rule of construction that a written agreement is construed against the party preparing or drafting such agreement shall specifically not be applicable to the interpretation of this Agreement.**

9. INTEGRATION. This Agreement constitutes the final and complete statement of the agreement of the parties, and it fully supersedes all prior agreements or negotiations, written or oral, concerning the matters agreed to herein.

Dated this ____ day of _____, 20 ____

Transferee

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by ROXIE DENNIS.

(NOTARY SEAL) _____
Signature of Notary

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____