

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

SUPERIOR COURT
Docket No. BACV2008-00601

NEW ENGLAND RESORT)
MARKETING, LLC,)
)
Plaintiffs and Defendants)
in Counterclaim)
)
v.)
)
C. RORY WHITEMAN, CRW)
MARKETING, INC., STEPHEN P.)
HAYES, as Escrow Agent)
JOHN M. WINSTON, THOMAS)
CONNORS, RALPH TRAYHAM,)
AND MICHAEL LYNCH)
)
Defendants and)
Plaintiffs in Counterclaim)

**STIPULATION OF
THE PARTIES**

The above referenced Plaintiff and Defendant in Counterclaim and Defendants and Plaintiffs in Counterclaim hereby stipulate and agree as follows:

1. From and after the date hereof until the installation of successor Boards of Trustees after elections as set forth in Paragraph 2 below, the Board of Trustees of The Edgewater Beach Resort Timeshare Condominium Trust, the Board of Trustees of The Edgewater Beach North Resort Timeshare Condominium Trust, and the Board of Trustees of The Edgewater Beach Resort Interval Ownership Trust shall consist of the following five (5)

individuals: Devitt Adams; David Puopolo; John Winston, Thomas Connors, and Dennis Ducharme. Said five individuals are hereinafter sometimes described as the "Interim Trustees". Documents effecting the resignations and appointments of Trustees as appropriate to bring about the installation of said Interim Trustees shall be executed, acknowledged and recorded with the Barnstable County Registry of Deeds and the Barnstable Registry District of the Land Court as soon as possible.

2. The Interim Trustees shall arrange for elections to the Board of Trustees of the said Trusts to be completed as soon as possible, but no later than February 28, 2009. Said elections shall be conducted in accordance with the recorded documents governing the Edgewater Beach Resort Timeshare Condominium and the Edgewater Beach North Resort Timeshare Condominium; provided however that all beneficial owners of intervals shall be entitled to vote regardless of any provision in the declaration of trust of The Edgewater Beach Resort Interval Ownership Trust to the contrary and regardless of whether such beneficial owner's deed or license has been recorded. It is agreed that the Interim Trustees shall engage an independent qualified entity to receive and tabulate all ballots cast in said elections.
3. The Interim Trustees agree to the management of the Condominium by InnSeason Management, Inc. ("InnSeason") pursuant to the Contract between the Edgewater trusts and InnSeason dated October 24, 2008; provided, however, that the Trustees to be elected by interval owners pursuant to this Stipulation shall explicitly have the right to terminate said contract as provided in M.G.L. Chapter 183B, Section 23.
4. It is understood that Devitt Adams and David Puopolo represent Plaintiff/Defendant in Counterclaim and that John Winston and Thomas Connors represent

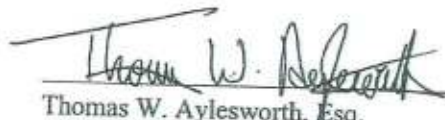
Defendants/Plaintiffs in Counterclaim. It is agreed that all five Interim Trustees shall participate in all meetings and decisions if the same is possible. Meetings of the Trustees shall require fourteen (14) days written notice, and any Trustee who is unable to attend in person shall be permitted to attend and participate in Trustee meetings by telephone.

5. Defendants/Plaintiffs in Counterclaim shall forthwith turn over to InnSeason Resorts all checks and credit card authorizations received by them from interval owners. InnSeason shall contact each interval owner and obtain specific permission prior to processing any check or credit card authorization. InnSeason shall remit to Stephen P. Hayes, Esq. all collected funds designated as Legal Fund (in the amount of \$30.00 per interval). Neither New England Resort Marketing nor InnSeason shall attempt to discourage any interval owner from paying or authorizing payment of said \$30.00 per interval to the Legal Fund.
6. Within three business days after Defendants/Plaintiffs in Counterclaim turn over to InnSeason Resorts all checks and credit card authorizations received by them from interval owners, the Parties shall file a Stipulation of Dismissal in the form attached at Tab A. The Stipulation of Dismissal shall provide that the Verified Complaint for Civil Contempt and the First Amended Verified Complaint for Civil Contempt is dismissed with prejudice, and that the Verified Counterclaim filed with respect to the First Amended Verified Complaint for Civil Contempt is dismissed with prejudice with respect to Counts I and III therein and is hereby dismissed without prejudice with respect to Count II therein.
7. The Verified Complaint and Jury Demand filed by New England Resort Marketing, LLC against Charles Rory Whiteman and CRW Marketing, Inc. and the Answer and

Counterclaim filed by Charles Rory Whiteman and by CRW Marketing, Inc. shall remain pending with the Court.

**NEW ENGLAND RESORT MARKETING,
LLC**

by their attorney,


Thomas W. Aylesworth, Esq.

**C. RORY WHITEMAN, CRW
MARKETING, INC., STEPHEN P.
HAYES, as Escrow Agent,
JOHN M. WINSTON, THOMAS
CONNORS, RALPH TRAYHAM,
AND MICHAEL LYNCH**
by their attorney,


Stephen P. Hayes, Esq.