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SC Court of Appeals  
IN THE COURT OF COMMON PLEAS

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

William F. Tomz and Francis W. Tomz,  
Individually and as Class Representatives,

Plaintiffs,

vs.

Capital Investment Funding, LLC, and  
Arthur M. Field,

Defendants.

C.A. No.: 2008-CP-23-3665

ORDER

Ex. A  
ELECTRONICALLY FILED - 2017 Dec 01 10:26 AM - GREENVILLE - COMMON PLEAS - CASE#2008CP230865

This matter comes before me upon to address several motions and matters currently pending before the Court. By and through its court-appointed receiver ("Receiver"), Capital Investment Funding, LLC ("CIF") has filed the following motions:

1. Plaintiffs' Motion to Approve Class Settlement and ratify the Global Settlement Agreement (GSA) by the Class ("Motion To Approve GSA") dated 3/8/2017;
2. Plaintiffs' Amended Motion to Defendant Arthur Field Compelling Compliance To The Terms of the Global Settlement Agreement ("Motion To Comply-Field (Restitution)"), filed August 18, 2017. This motion alleged that Defendant Field (hereinafter "Defendant Field") has failed to fulfill his obligation under the terms of the GSA to schedule a hearing to modify his restitution and parole terms ("Restitution Hearing") and sought this Court to direct Defendant Field to have the Restitution Hearing promptly, or in the alternative, find that Defendant Field has willfully failed to comply with the material terms of the GSA and sanction him accordingly.
3. Plaintiffs' Motion As To Allyson Field, Kathryn Taillon & Arthur Field To Comply With The Terms of the Global Settlement Agreement ("Motion To Comply-Field (Insurance)"), filed July 26, 2017. This motion alleged the property located at 310 Thornblade Blvd., Greer, South Carolina ("Thornblade Property"), which is a material component of the GSA, incurred damaged from a hail storm that occurred in March 2017, and sought this Court to: (a) declare these parties are responsible for restoring the Thornblade Property to the condition existing at the time the GSA was executed; (b) order repairs to the Thornblade Property be conducted with this Court's oversight to ensure proper conduct, with due haste to minimize any additional consequential damages; (c) order the named parties to immediately deliver all insurance proceeds to CIF counsel, to be held in escrow, and require all receipts and disbursements of insurance proceeds related to such damage and repairs be conducted with this Court's oversight to ensure proper application of funds; and (d) declare that CIF is not

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responsible for paying any deductible amount of the insurance policy; and sought appropriate sanctions and attorney fees; and

- 4. Plaintiffs' Motion to Kirsten White To Comply with the Terms of the Global Settlement Agreement Executed on February 24, 2017 ("Motion To Comply-White"), filed July 26, 2017. This motion sought to compel Kirsten White to comply with the Global Settlement Agreement ("GSA") regarding the insurance, inspection and sale of her residence and sought appropriate sanctions and attorney fees.

Each of these matters were addressed in a hearing held by this Court on November 27, 2017. The following counsel appeared on behalf of the following parties:

Capital Investment Funding:  
 George Brandt, III, Esq.  
 Stanley T. Case, Esq.  
 Rodney F. Pillsbury, Esq.

Arthur M. Field, Jr.:  
 Micajah P. Caskey, Esq.  
 Bradford Martin, Esq.

Allyson Field  
 Luke Burke, Esq.

Kathryn Taillon  
 Jeffrey P. Dunlaevy, Esq.

Regarding the Motion To Approve GSA

Upon its approval, the GSA settles all matters, claims and litigation recited therein between and among the parties to the agreement. By its terms the GSA also resolves matters pending in this case relate to multiple complaints as to Arthur Field's willful violations of the terms of the original Mediated Global Settlement Agreement, memorialized by order of this Court on August 24, 2009, including:

- 1. Orders and Rules to Show Cause dated 4/1/2013, 8/19/2013 and 10/1/2013 and rulings thereon, and appeal therefrom pending in the South Carolina Court of Appeals (Appellate #2013-002676);
- 2. Order and Rule to Show Cause dated 9/8/2016 and proceedings thereon;
- 3. Order to Produce Records dated 12/15/2016 and Supplemental Order dated 1/12/2017 and any and all subsequent proceedings thereon; and
- 4. Defendant Arthur Field's Motion to Dismiss all prior or pending Orders relating to Rules to Show Cause by Defendant Field dated 3/10/2017 and all subsequent proceedings thereon.

Counsel for CIF noted to this Court that a similar hearing on these matters was held by this Court on September 5, 2017. At that time, this Court:

1. Directed Defendant Field to request a hearing to take place on his motion to modify his restitution in the pending criminal case: State of South Carolina v. Arthur M. Field, C.A. 2012-GS-47-08 (Ct of General Sessions, Anderson County, SC);
2. Ordered Defendants Arthur Field, Kathryn Tailon and Allyson Field to complete all requirements regarding the 310 Thomblade Blvd. property; and
3. Ordered Defendant Kirsten White to comply with all outstanding the terms and obligations that pertained to her and her residence at 5 Aldgate Way, Greer, SC.

Counsel for CIF then updated the Court on the status of compliance with the GSA and with previous orders of this Court. The restitution hearing took place before Judge Cordell Maddox on November 1, 2017. The parties to that proceeding reached an agreement that was put on the record. This Court then confirmed that Judge Maddox had this day signed a written order memorializing those terms. Counsel for CIF then proffered an addendum to the GSA that reflects and incorporates the changes to the GSA affected by the matters agreed to in Judge Maddox's order. [Exhibit 1, Addendum] Upon inquiry of this Court, there were no objections to the Addendum.

This Court finds and concludes that, in accordance with the requirements of South Carolina law, the "Addendum to the Global Settlement Agreement" ("Addendum") presented to this Court at the hearing on November 27, 2017, properly incorporates the matters addressed by Judge Maddox in the above-referenced order. This Court further finds that the Addendum modifies the GSA solely to the issue of restitution order to be paid by Arthur Field in the matter: State of South Carolina v. Arthur M. Field, C.A. 2012-GS-47-08 (State Grand Jury of South Carolina), and does not affect any other party to the GSA other than Arthur Field. This Court further finds the amendments to the GSA as set forth in the Addendum are acceptable.

This Court notes that in the hearing of the Motion to Approve the GSA held on March 27, 2017, this Court took the matter under advisement and deferred a decision thereon. Since then, over the course of the last seven months, this Court has reflected and deliberated over the many comments made by Class members, who lost significant sums of money from their investment in CIF, and over the Receiver's testimony and recommendations. With the amendments to the GSA as set forth in the Addendum, this Court now concludes and finds that approval of the GSA is in the best interest of the Class. Accordingly, this Court hereby approves the GSA as amended by the Addendum, and Orders that all parties to the GSA have been and shall continue to be duty bound to fulfill obligations set forth therein.

This Court also reminds all parties to the GSA that this Court found and stated, in its Order dated October 25, 2017 the following:

1. The language of the GSA is clear, concise, specific, and unambiguous.
2. Section 14.I.vi. of the GSA specifically binds all parties to cooperate with each other fully, timely and without delay.
3. Section 14.I.vii. states emphatically that **TIME IS OF THE ESSENCE**.

This Court further reminds all parties to the GSA that, pursuant to Section 14.I.ii. of the GSA, this Court retains sole and exclusive jurisdiction relating to all matters of enforcement or non-performance of the GSA. This Court hereby notifies all parties to the GSA that this Court will enforce strict and timely adherence and performance by all parties to the GSA.

This Court further orders that all parties to the GSA sign the Addendum. Due to the time deadlines set forth within the GSA, the Court directs all parties (or their counsel) to execute an original signature and their initials to the Addendum and to deliver such to CIF Attorney Rodney Pillsbury no later than 5:00 PM (EST) Thursday, November 30, 2017; provided however, that if any party is unable to deliver the original executed Addendum by that date and time, then such party shall scan/email or fax the executed Addendum to CIF Attorney

Rodney Pillsbury [email: Rodney@pillsburyfirm.law] or [fax: 864-370-0599] by such time and then deliver the original executed Addendum to CIF Attorney Rodney Pillsbury's office: Pillsbury Law Firm, LLC, 25 Mills Ave., Greenville SC 29605 no later than 5:00 PM (EST) Wednesday, December 6, 2017.

Regarding Plaintiffs' Motion To Comply-Field (Restitution)

Counsel for CIF noted that, while this Court heard this Motion on September 5, 2017 and issued its Order on October 25, 2017 mandating Defendant Field to schedule the restitution hearing, this Court did not address Plaintiff's specific requests contained in the Motion seeking sanctions and attorney fees as a result of the Defendant Field's unreasonable delays and failure to timely schedule the restitution hearing as required under the GSA. This Court shall not rule on this request at this time, but rather will continue this matter until a hearing to be held by this Court on December 7, 2017, at which time this Court shall allow the parties to present information, testimony and evidence thereof.

Regarding Plaintiffs' Motion To Comply-Field (Insurance)

Counsel for CIF noted that, while this Court heard this Motion on September 5, 2017 and issued its Order on October 25, 2017 mandating delivery of insurance information to CIF and cooperation between all parties, this Court did not address Plaintiff's specific requests contained in the Motion seeking sanctions and attorney fees as a result of the defendants' unreasonable delays and failure to act as required under the GSA. Counsel for CIF further noted that the matter of the insurance proceeds is still unresolved as the defendants are still holding the insurance proceeds. Upon this Court's inquiry, Mr. Luke Burke, representing defendant Allyson Field, acknowledge that his firm did hold the insurance proceeds in its escrow account and has not delivered these funds to CIF because CIF has not demanded the funds. Counsel for CIF noted that no demands are necessary because the GSA explicitly states that all insurance proceeds are to be paid to CIF.

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Upon further inquiry of the insurance matter, Field's counsel voluntarily proffered Defendant Arthur Field to give testimony on the matter.

Once sworn, Defendant Field provided a timeline of events. Other persons present took issue with the sequence and substance of Defendant Field's compliance with section 14 of the GSA as it pertains to naming CIF as an additional insured; his submitting a claim for property damage from a hail storm; his depositing of the insurance proceeds in his own bank account; and his subsequently transferring those funds to Allyson Field's counsel in two separate installments.

The Court is concerned about the veracity of the sworn testimony provided by Arthur Field on this matter. This Court ordered from the bench that the defendants' counsel obtain all of the insurance records from the insurance company and deliver such information to this Court by noon, on Monday, December 4, 2017. This Court shall review this insurance information and compare the information to the testimony provided by Defendant Field. This Court shall not rule on this matter at this time, but rather will continue this matter until a hearing to be held by this Court on December 7, 2017, at which time this Court shall allow the parties to present information, testimony and evidence thereof.

*Regarding Plaintiffs' Motion to Compel Kirsten White*

On July 26, 2017 Plaintiffs filed a motion to compel Kirsten White to comply with the terms and obligations of the GSA. Since executing the GSA in February 2017, Defendant White has failed to make her home available for inspection and has failed to contract with a real estate agent to list her house for sale, despite her explicit obligations to do so under the terms of the GSA. At the September 5, 2017 hearing, the Court examined Ms. White about her non-compliance. The Court rejected her excuses and explanations and ordered her to comply with the GSA -- namely, to make the house available inspection; to provide the Receiver with all documentation related to homeowner's insurance coverage and, if applicable, all documentation related to

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insurance claims for repairs; and to execute an agreement to sale the home with a licensed real estate agent of her choosing.

At the hearing on November 27, 2017, counsel for CIF informed the Court that every attempt to contact Defendant White via telephone, email, letter and text have has been ignored. Despite receiving notice of the hearing,<sup>1</sup> Defendant White failed to appear.

As a threshold matter, the Court grants Plaintiffs' motion to compel filed on July 26, 2017. Pursuant to Rule 37(a)(4) of the South Carolina Rules of Civil Procedure, the Court orders that Defendant White shall pay the attorney's fees and costs associated with the filing of Plaintiffs' motion. The Court directs counsel for Plaintiffs to file a petition for fees within ten (10) days of entry of this order, and the court will schedule a hearing at the appropriate time. Any fees and costs awarded shall be deducted from any sums otherwise due to Defendant White from the proceeds of the sale of the 5 Aldgate Way property, as set forth in the GSA.

In addition, based upon the Court's direct inquiry with Defendant White and her deliberate refusal to comply with the terms of the GSA which she freely and voluntarily negotiated and executed on her own accord, the Court finds Defendant White to be in willful contempt of her obligations of the GSA and of the orders of this Court, as memorialized in the order entered October 25, 2017. It should be noted that Defendant White has admitted in a prior hearing that she provided false and misleading deposition testimony regarding to the disappearance of the original noteholder files.

In the September 5, 2017 hearing, Defendant White indicated she would cooperate fully with CIF's counsel to facilitate the inspection and sale of the home. CIF's counsel reports that despite numerous attempts via every means possible, Defendant White has refused to respond, much less cooperate. The Court finds Defendant White to be in willful contempt of this court.

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<sup>1</sup>Arthur Field testified under oath that he sent a text to Kirsten White on November 26, 2017, reminding her about the hearing held on November 27, 2017.



Ex. A

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Greenville Common Pleas

**Case Caption:** William F Tomz , plaintiff, et al vs. Capital Investment Funding Llc ,  
 defendant, et al  
**Case Number:** 2008CP2303665  
**Type:** Order/Other

So Ordered

s/ Edward W. Miller

Ex. B

# The South Carolina Court of Appeals

William F. Tomz and Francis W. Tomz, individually and as class representatives, Respondents,

v.

Capital Investment Funding, Arthur M. Field, Appellants.

Appellate Case No. 2017-000108

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## ORDER

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This appeal arises out of circuit court orders directing Appellant Arthur M. Field to produce a privilege log regarding documents he claims contain privileged communications. We dismiss this appeal as interlocutory. *See Tucker v. Honda of S.C. Mfg., Inc.*, 354 S.C. 574, 577, 582 S.E.2d 405, 406 (2003) ("[A]n order compelling discovery does not ordinarily involve the merits of the case and may not be appealed."). The remittitur will be sent pursuant to Rule 221(b) of the South Carolina Appellate Court Rules.

  
\_\_\_\_\_, J.  
FOR THE COURT

Columbia, South Carolina

cc:  
Micajah Pickett Caskey, IV, Esquire  
George Brandt, III, Esquire  
Stanley T. Case, Esquire  
Bradford Neal Martin, Esquire

**FILED**

January 25, 2017

Ex. C  
ELECTRONICALLY FILED - 2017 Dec 21 3:07 PM - GREENVILLE - COMMON PLEAS - CASE#2008CP2303666

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JAN 23 2018  
SC Court of Appeals

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

William F. Tomz and Francis W. Tomz,  
Individually and as Class Representatives,

Plaintiffs,

vs.

Capital Investment Funding, LLC, and  
Arthur M. Field,

Defendants.

IN THE COURT OF COMMON PLEAS

C.A. No.: 2008-CP-23-3665

ORDER

This order memorializes all rulings from the bench regarding the Hearing on December 7, 2017 in the above-captioned matter:

By order entered December 1, 2017, this Court has granted Plaintiffs' motion to approve the settlement of the Global Settlement Agreement ("GSA"), filed March 8, 2017. The GSA has been approved and its terms are now an order of the Court. Accordingly, all deeds shall be immediately recorded. All monies and payments due under the GSA shall be made and transferred in accordance with the respective terms of the GSA. CIF represented to the Court that it discharged its *lis pendens* on the St. Augustine property as required by the GSA. The appropriate orders of dismissal shall be filed in the respective courts as it pertains to the parties of the GSA.

Attorney for Allyson Field had tendered the insurance proceeds from State Farm Insurance for the roof damage claim at the Thornblade property. However, counsel for Ms. Field conditioned acceptance of the insurance funds. The court finds those conditions to be invalid. CIF's Receiver may deposit those funds into the CIF account without condition or limitation.

Insurance Claim Documentation for Thornblade Property

At the November 27, 2017 hearing, the Court ordered Mr. Field's counsel to obtain the records from the insurance company regarding the damages claim filed this spring to verify the statements Mr. Field gave under oath about that claim and the handling of insurance matters. Both

counsel for CIF and counsel for Mr. Field reported that the insurance carrier (State Farm) had not produced the requested information.

The Court has directed both parties, as named insureds under the policy, to obtain that information from State Farm as soon as possible. Once obtained, the parties are to provide the Court with unredacted complete copies. The Court will reconvene a hearing at that time, if necessary.

Contempt of Court for Kirsten White

In its December 1, 2017 order, the Court found Ms. White to be in contempt of court for her deliberate refusal to comply with the terms of the GSA. Ms. White appeared at the December 7, 2017 hearing. She acknowledged that she had received notices of the November 27, 2017 hearing. She provided no acceptable excuse for not attending it.

At the December 7, 2017 hearing, she acknowledged that she is obligated to vacate the premises on or before December 31, 2017.

Ms. White has been under obligation to permit CIF to inspect the premises since March 2017. Thus far, she has willfully refused to cooperate in permitting this to happen. At the hearing, these parties agreed that the inspection will occur on December 15, 2017 at 10:00 AM. Should the court learn that Ms. White has in any way obstructed this inspection from moving forward, the Court admonished Ms. White that a sheriff's deputy will be sent to bring her to court to explain why.

CIF stated that the few checks it had received from Ms. White for her monthly payment obligation under the GSA could not be negotiated because Ms. White made them out jointly to CIF and Kathryn Taillon. The Court orders that any amount Ms. White owes for the monthly payment obligations under the GSA will be deducted from her net proceeds she might otherwise be due from the sale of the house (in addition to the attorney's fees and penalties set forth in this

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Court's order of December 1, 2017). The Court will address the amount of these fees and costs at its next hearing. CIF is directed to file its petition within ten (10) days of entry of this order.

Miscellaneous Items:

Regarding the entertainment royalty agreement, Arthur Field and CIF presented proposed agreements to each other. As of the hearing, no agreement had been finalized. The Court directs these parties to finalize an agreement on or before December 31, 2017. If additional time is needed, either party may file a request with the Court.

Also, under the terms of the GSA, Arthur Field understands that he is obligated to appear in this Court to testify under oath about the financial statement he has provided to CIF. Mr. Field is responsible for his own expenses and costs associated with traveling to the hearing. If the parties cannot agree to a time and date for this hearing, either party may notify the court about scheduling issues.

Any signatures missing from the Addendum attached to the December 1, 2017 order shall be provided to CIF no later than December 13, 2017. If any signatures have not been received by CIF by that time, CIF is instructed to notify this Court of such so that the matter may be dealt with accordingly.

It is so ordered, this \_\_\_\_ day of December, 2017.

The Honorable Edward W. Miller  
Presiding Judge, 13<sup>th</sup> Judicial Circuit

Ex. C

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<b>STATE OF SOUTH CAROLINA</b>	)	<b>IN THE COURT OF COMMON PLEAS</b>
	)	<b>C.A. No.: 2008-CP-23-3665</b>
<b>COUNTY OF GREENVILLE</b>	)	
<b>William F. Tomz and Francis W. Tomz,</b>	)	
<b>Individually and as Class Representatives</b>	)	
<b>Plaintiffs,</b>	)	<b>CERTIFICATION OF CONSULTATION</b>
<b>vs.</b>	)	
<b>Capital Investment Funding, LLC, and</b>	)	
<b>Arthur M. Field,</b>	)	
<b>Defendants.</b>	)	

Pursuant to Rule 11 of the South Carolina Rules of Civil Procedure, counsel certifies that consultation would serve no useful purpose.

**BUTLER, MEANS, EVINS & BROWN, PA**

/s/ Stanley T. Case

Stanley T. Case  
SC Bar No. 001158  
P.O. Drawer 451  
Spartanburg, SC 29304  
Office: 864-582-5630  
Facsimile: 864-585-2034  
scase@butlermeans.com

**HENDERSON, BRANDT & VIETH, PA.**

/s/ George Brandt, III

George Brandt, III  
SC Bar No. 00855  
360 E. Henry St., Suite 101  
Spartanburg, SC 29302  
Office: 864-583-5144  
Facsimile: 864-582-2927  
gbrandt@hbvlaw.com

Attorney for Plaintiffs

December \_\_\_\_\_, 2017  
Greenville, South Carolina

Ex. C ELECTRONICALLY FILED - 2017 Dec 21 3:07 PM - GREENVILLE - COMMON PLEAS - CASE#2008CP2303665



Greenville Common Pleas

**Case Caption:** William F Tomz , plaintiff, et al vs. Capital Investment Funding Llc ,  
defendant, et al  
**Case Number:** 2008CP2303665  
**Type:** Order/Other

So Ordered

s/ Edward W. Miller

*This Global Settlement Agreement Printed 2-24-17 11:00 am  
Supersedes All Prior and or Unsigned Versions*

**Global Settlement Agreement**  
**Between Capital Investment Funding (and related parties)**  
**And Arthur Field (and related parties)**

**1. The Parties:**

A. CIF, its court appointed receiver ("Receiver"), and its present employees, agents, attorneys, etc.

B. The Class of Noteholders of CIF ("Plaintiffs")

C. Arthur Field and his family, his and their attorneys, and his and their associates as follows:

- i. Arthur Field
- ii. Kathryn ("Kate") Taillon (and Kathryn Taillon d/b/a Pelican Way Financial)
- iii. Alyson Field
- iv. Davyd Field (previously released)
- v. Kirsten White (f/k/a Kirsten Gantt and Kirsten Gantt d/b/a Empire Document Service)
- vi. Bart Kelley
- vii. Brad Kelley
- viii. Attorneys Bruce Bannister and Bannister, Wyatt & Stalvey, LLC
- ix. Attorneys Thomas Stephenson and Stephenson & Murphy, LLC
- x. Attorney Micajah P. Caskey, IV
- xi. Attorney Todd Rutherford
- xii. Attorneys Brad Martin and Bradford Neal Martin & Associates, P.A.

D. Entities formerly controlled by Field or family members:

- i. Aladdin's Café & Grill, LLC
- ii. Cosimo, LLC
- iii. Bolingbroke United (England) Ltd.
- iv. Lion Financial, LLC
- v. Krondor Trading Co., LLC
- vi. Trazom, LLC
- vii. Bradford Financial Group, LLC
- viii. Monmouth Financial Group, Ltd
- ix. Carolina Pops Orchestra, Inc.
- x. Blenheim Properties, LLC;
- xi. Bountiful Bingo, LLC;
- xii. Pelican Way Financial, LLC
- xiii. York Mortgage Funding, LLC
- xiv. Epic Entertainment, LLC
- xv. Epic Entertainment & Equipment Co., LLC
- xvi. Mithril Funding, LLC
- xvii. CIF TC, LLC
- xviii. Young Players Support Group, Inc.
- xix. RAAF Enterprises, LLC
- xx. He Will Provide, LLC
- xxi. Hakuna Industries, Inc.
- xxii. Capital Intrastate Funding, LLC

Initials 1 RP 2 JA 3 SK 4 GM 5 SN  
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*This Global Settlement Agreement Printed 2-24-17 11:00 am  
Supersedes All Prior and or Unsigned Versions*

2. The Properties:

- A. 310 Thornblade Blvd, Greer, SC ("Thornblade Property"), currently titled to Allyson Field and currently with no lien or mortgage
- B. 5 Aldgate Way, Greer, SC ("Aldgate Way Property"), currently titled to Kirsten White and currently subject to the following mortgages:
  - i. 1<sup>st</sup> Mortgage in the amount of \$175,000.00 payable to Pelican Way Financial, LLC
  - ii. 2<sup>nd</sup> Mortgage in the amount of \$33,000.00 to Arthur Field, Trustee
- C. 5489 Atlantic View, St. Augustine, FL ("St. Augustine Property"), currently titled to Arthur Field and Kathryn Tallon and currently with no lien or mortgage

3. Pending Actions:

- A. Harold Brooks v. Arthur Field, C.A. No. 6:14-cv-02267-BHH-JDA (D.S.C. Greenville Div.), Federal Court case; Motion for class certification filed, but not yet ruled upon.
- B. Capital Investment Funding, LLC v. Arthur Field, et al., C.A. No.: 15-CP-23-01263 (13<sup>th</sup> Judicial Circuit, Court of Common Pleas, Greenville County, SC)
- C. Capital Investment Funding, LLC v. Calvary Asset Management, LLC, et al., C.A. No.: BER-L-3790-12 (Superior Ct. New Jersey, Bergen County, N.J.) ("Calvary Asset Management Case")
- D. William F. Tomz and Francis W. Tomz, Individually and as Class Representatives vs. Capital Investment Funding, L.L.C. and Arthur M. Field, C.A. No. 2008-CP-23-3665 (Court of Common Pleas, 13th Judicial Circuit, Greenville County, South Carolina) Class action of all noteholders previously approved ("Tomz Case").
- E. Capital Investment Funding v. Lancaster Resources, et. al., Docket No. 2:2008-CV-04714.

4. Global Settlement Agreement ("Agreement") of All Matters Among All Identified Parties Herein:

Upon approval of the court in the Tomz Case ("the Court"), and except as otherwise enforcing the terms and agreements set forth herein, this Agreement settles with prejudice all claims of every kind and nature which were raised or could have been raised in any above-identified litigation, including any and all causes of action, direct claims, cross-claims, counter-claims, rights of offset, grievances, complaints, and other rights and actions otherwise derived from such, between and among all undersigned parties and all identified entities herein, including their employees, agents, and attorneys (both past and present) and their respective firms (past and present), and the Receiver, his firm, his employees agents, in every and all capacities (including capacity as agent, fiduciary, appointee, individual, or otherwise).

Terms of Settlement:

5. The parties to this Agreement do hereby release all other parties and their respective officers, directors, employees, agents, attorneys, and affiliates, of and from any and all suits, legal actions or claims of any nature whatsoever, known or unknown, up to and including the present time, including, but not limited to, claims described in Paragraph 4 of this Agreement, which include but are not limited to claims arising under all common and statutory laws, ordinances, rules or regulations of the United States of America and all the states of the United States, and specifically including the states of New Jersey and South Carolina, and their political subdivisions, and the public policies thereof. This release shall further include, but shall not be limited to, all those claims which were or could have been asserted in the litigation identified in Paragraph 3 of this Agreement (including any and all appeals), which actions shall be dismissed with prejudice, with each party to bear its/his/her own attorneys' fees and costs for all actions or appeals or related matters.

Initials 1 PP 2 JA 3 32 4 WJ 5 WJ  
 Initials 6 WJ 7 WJ 8 WJ 9 WJ 10 WJ 11 WJ 12 WJ 13 WJ 14 WJ 15 WJ 16 WJ 17 WJ 18 WJ 19 WJ 20 WJ 21 WJ 22 WJ 23 WJ 24 WJ 25 WJ 26 WJ 27 WJ

Initials 12 WJ 13 WJ 14 WJ 15 WJ 16 WJ  
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*This Global Settlement Agreement Printed 2-24-17 11:00 am  
Supersedes All Prior and or Unstated Versions*

- 6. This settlement is conditioned upon the approval of the current class of noteholders in William F. Tomz and Francis W. Tomz, Individually and as Class Representatives vs. Capital Investment Funding, L.L.C. and Arthur M. Field, C.A. No. 2008-CP-23-3665. Upon execution of this Agreement, Plaintiffs' class counsel in that matter will promptly (no more than 10 days) petition the Court for approval of this settlement. In the event approval of this settlement is denied in any of the matters referenced in Paragraph 3, this settlement shall terminate as provided herein.
- 7. Within ten (10) days of executing this Agreement, the parties in Harold Brooks v. Arthur Field, C.A. No. 6:14-cv-02267-BHH-JDA will jointly request the court enter a Rubin order, whereby the case is placed on inactive status to allow the parties sixty (60) days to effectuate this final settlement. The parties in that case will also submit a joint motion requesting the Court to vacate the Report and Recommendation of the Magistrate Judge regarding Plaintiffs' Motion for Class Certification (Doc. 371) entered on January 26, 2017.
- 8. Arthur Field has expressed a desire to move to Florida, has represented that his ability to do so depends upon changes in the current status of the terms and conditions of his restitution as set by the Court in State of South Carolina v. Arthur Field, C.A. 13-GS-47-08 (County of Anderson, South Carolina), and has expressed that his willingness to participate in and be bound to the terms and conditions of this Agreement are contingent upon modifications to the terms and conditions of his restitution as set forth herein.

Therefore, within five (5) days of all parties executing this Agreement and tendering the fully executed Agreement to Counsel for CIF, who will hold such in trust pending court approvals, Arthur Field shall file a motion with the court seeking modification to the terms and conditions of his restitution, and, subject to the requirements of South Carolina law and subject to Arthur Field having been fully compliant with all the terms and conditions of his restitution previously ordered by the court from the date of such order until such time as the court modifies such restitution as requested hereunder, including but not limited to all payments required thereunder having been made without interruptions or stoppages, Plaintiffs and the Receiver, together with their attorneys and agents, hereby consent to the relief sought by Arthur Field to modify his restitution obligations previously ordered by the court, provided such modification is as follows:

- A. The total restitution ordered to be paid by Arthur Field shall be reduced to the sum of: (i) the amounts paid through the date the restitution order is modified, plus (ii) the fulfillment of all terms and obligations by Arthur Field and all parties set forth in Paragraphs 1.C. and 1.D of this Agreement; and
  - B. Upon all parties to this Agreement having fully performed their obligations hereunder, no further restitution shall be due from Arthur Field and all restitution obligations of Arthur Field shall be declared SATISFIED IN FULL; and
  - C. Upon all parties to this Agreement having fully performed their obligations hereunder, Arthur Field shall be granted permission to live in Florida.
9. Additionally, Rules to Show Cause were issued to Arthur Field by the Court within the Tomz matter in April and August, 2013, and in September 2016, hearings were conducted, and Orders were issued thereon on October 1, 2013, December 15, 2016, and January 12, 2017. Field has appealed the October 1, 2013 Order and that appeal is currently pending in the South Carolina Court of Appeals. Arthur Field has expressed that his willingness to participate in and be bound to the terms and conditions of this Agreement are contingent upon all such matters being dismissed in accordance with the motion to which the parties have agreed.

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Therefore, also within five (5) days of all parties executing this Agreement and tendering the fully executed Agreement to Counsel for CIF, who will hold such in trust pending court approvals, Arthur Field shall file a motion with the court seeking dismissal of all pending matters related to the Rule to Show Cause referred in this paragraph, and, subject to the requirements of South Carolina law, Plaintiffs and the Receiver, together with their attorneys and agents, will consent to the relief sought by Arthur Field in such motion.

- 10. In the event a court issues an order that denies Arthur Field's request for the modification to his restitution set forth in Paragraph 8 or issues an order that denies Arthur Field's Motion seeking dismissal of the pending matters as described in Paragraph 9, and/or otherwise imposes sanctions or penalties upon Arthur Field above and beyond fulfilling his obligations of this Agreement as set forth herein, then immediately upon the issuance of such order, this Agreement shall become immediately null and void, and all documents and monies previously delivered to be held in trust shall be returned to the parties as provided herein. Until such time of such occurrence, all parties to this Agreement are bound hereunder and may not modify any terms or conditions hereunder, and may not withdraw or terminate his or her or its participation hereunder.
- 11. In the event both courts issue orders granting the modification and dismissal sought as described in Paragraphs 8 and 9, then in such event, counsel of record shall file appropriate notices in each of the pending actions described in Paragraph 3 and will file a Joint Motion for Dismissal with the South Carolina Court of Appeals with regard to the pending appeal referenced in Paragraph 9 within five (5) days of having received the last of the two orders.
- 12. Within twenty-four (24) hours of full execution of this Agreement, Field shall allow a licensed home inspector and a certified appraiser to inspect the Thornblade Property. Neither the appraiser nor the home inspector will be accompanied by any attorneys or agents of the Receiver or the plaintiffs. Arthur Field and Kathryn Taillon shall cooperate with these parties so that they may conduct their appraisal and home inspection of the subject property. Arthur Field and Kathryn Taillon shall truthfully complete and sign real estate seller disclosure forms and shall advise these parties of any material matters about the premises and such shall constitute sufficient notice to the Receiver, CIF, and the Class as to known defects. Neither Allyson Field, nor Arthur Field, nor Taillon shall have any responsibility to cure such defects, but will permit Landlord (described below) to make such cures upon reasonable notice during reasonable business hours at Landlord's sole expense beginning any time after August 31, 2017, to assist in the sale of the premises.
- 13. After one week of the full execution of this Agreement, Kirsten White shall allow a licensed home inspector and a certified appraiser to inspect the Aldgate Way Property. Neither the appraiser nor the home inspector will be accompanied by any attorneys or agents of the Receiver or the plaintiffs. Kirsten White shall cooperate with these parties so that they may conduct their appraisal and home inspection of the subject property. Kirsten White shall truthfully complete and sign real estate seller disclosure forms and shall advise these parties of any material matters about the premises and such shall constitute sufficient notice to the Receiver, CIF, and the Class as to known defects. Kirsten White shall have no responsibility to cure such defects.

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14. Consideration Tendered By or On Behalf of Undersigned Parties

A. Thornblade Property

- i. With the execution of this Agreement, Allyson Field will execute in recordable form the General Warranty Deed attached hereto as **Exhibit 1**, which will transfer the Thornblade Property to CIF. The Deed will be held in trust by CIF counsel and will be recorded and delivered to the Receiver upon the Court's approval of the settlement. Transfer of the Thornblade Property will not be effected until the Deed is delivered to the Receiver. In the event the Court declines approval of the settlement or of any of the conditions precedent thereto set forth in Paragraphs 8 and 9 above, the Deed shall be null and void and shall be immediately (upon the Court's actions) returned as such to Allyson Field.
- ii. With the execution of this Agreement and until the effective time of transfer of the Thornblade Property, Allyson Field shall maintain and timely pay all costs of property, casualty and liability insurance coverages on the Thornblade Property, shall have such policies name CIF as the named insured, shall immediately deliver to CIF a certificate of insurance, and shall have all proceeds of such policies inure to and be directly paid to CIF.
- iii. With the execution of this Agreement and until the effective time of transfer of the Thornblade Property, Allyson Field shall pay all property taxes and regime fees (home owners association dues, etc...) applicable to the Thornblade Property; thereafter, CIF shall pay all taxes and regime fees and be solely responsible for such.
- iv. The Thornblade property shall be transferred in an 'as is' condition, as viewed by the Home Inspector referred to above in Paragraph 12.
- v. With the execution of this Agreement and until the effective time of transfer of the Thornblade Property, the Thornblade Property shall be free of all liens and encumbrances.
- vi. With the execution of this Agreement, CIF, Arthur Field and Kathryn Taillon shall execute the Lease attached hereto as **Exhibit 2**. The Lease will be held in trust by CIF counsel and will be effective and delivered to the Receiver immediately upon the Court's approval of the settlement. In the event the Court declines approval of the settlement, the Lease shall be null and void and shall be immediately (upon the Court's actions) returned as such to Arthur Field and Kathryn Taillon. The Lease provides for the following:
  - a. CIF shall be Landlord and Arthur Field and Kathryn Taillon shall be Tenants.
  - b. The Lease shall have a fixed term which terminates on November 30, 2017.
  - c. Tenants have the right to reside in the Thornblade Property until November 30, 2017.
  - d. Tenants shall pay no rent during the term of the Lease, but shall pay the utility bills and the reasonable cost of interior, non-structural maintenance.
  - e. Tenants shall vacate the Thornblade Property on or before November 30, 2017.
  - f. Upon vacating the premises, Tenants shall leave the premises in the same or better condition as it was at the time of inspection as provided in Paragraph 12 herein (excluding reasonable wear and tear and damage, if any, caused by the act of Landlord or its agents or contractors). If Tenants fail to leave the premises as required and Landlord, in good faith, reasonably determines that the actual reasonable cost to cure the deficiency will exceed \$1,000, then Landlord may give actual notice to Tenants of such deficiency and estimated cost of actual and reasonable cure. Tenants shall have 14 days after receipt of such notice to initiate and timely pursue a cure of same at their expense less any monies due from any insurer of Landlord, Tenants or third party. If not cured by Tenants in timely and reasonable and workmanlike fashion, or if Tenants do not initiate a cure within 14 days of notice, then Landlord may initiate and timely pursue a cure of the same.

Upon Landlord's completion of such cure, Landlord may initiate a complaint to

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collect any reasonable and actual cost of cure in excess of insurable amounts, including actual and reasonable costs and fees. Tenants shall have the right to defend such claim or to seek indemnification from or implead any insurer or third party which may be responsible in whole or in part for such damage or the cost of repair or to subrogate such claim to Landlord in satisfaction of any third party damage. Landlord will not bring any such claim without a substantial belief in the merits thereof and without first giving Tenants sufficient opportunity to resolve such matter after actual notice aforesaid. The parties waive trial by jury of such claim. If such cure is covered by insurance inuring to benefit of Tenants, then Tenants may assign such portion of proceeds of insurance to Landlord as shall be applicable to damage to Landlord's fee interest in partial or total satisfaction of the actual cost of remediation, excluding therefrom any portion pertaining to Tenants' personal property or effects. In the event Landlord recovers any insurance, Landlord shall assign to Tenants any portion thereof which would pertain solely to destruction of Tenants' personal property or effects and give notice to Tenants of any deficiency and pursue such remedy as stated above for such deficiency in the manner described. The parties shall cooperate in any claim to any third party insurer or liability carrier. At Landlord's request, Tenants shall subrogate any claim against Third Party or Third Party insurer to Landlord in lieu of any claim against Tenants, but Tenants shall retain its right to apportionment in favor of Tenants' personal property damage or any personal injury to Tenants or guests and Landlord will timely pay to Tenants such portion upon recovery from insurer or Third Party without demand from Tenants.

- g. All items of personal property not affixed or attached to the Thornblade Property by nail, screws, glue, or other means of permanent attachment shall be deemed the personal property of Arthur Field, Kathryn Taillon, and/or Allyson Field, and shall be excluded from the terms of this Agreement and such shall remain the sole and exclusive property of the respective individual(s) at all times and no other party shall have any past, present or future claim thereto.
- h. Any dispute regarding the Lease shall be resolved by application to Judge Edward W. Miller, the presiding judge in the Tomz Case.

**B. Kathryn Taillon's Note and Mortgage on Aldgate Way Property**

- i. Kathryn Taillon is the assignee and holder of the Note and Mortgage on the Aldgate Way Property payable to and in favor of Pelican Way Financial, LLC ("Pelican Note and Mortgage") dated on or about May 5, 2010, and recorded on the Greenville County Land Records. The Pelican Note and Mortgage are in good standing as of the date hereof. All prior payments of the interest made or accruing on such Note have been credited to the account of Pelican Way Financial, LLC or Kathryn Taillon, and shall remain the sole and exclusive property of such and no party shall have any past, present or future claim thereto.
- ii. Kathryn Taillon represents that the Pelican Note and Mortgage are valid and enforceable, and the mortgage is a recorded and perfected first mortgage lien on the Aldgate Way Property, and is not subordinated to any other lien.
- iii. With the execution of this Agreement, Kathryn Taillon shall:
  - a. Execute in recordable form and deliver to CIF counsel the Assignment of Note and Mortgage attached hereto as Exhibit 3 ("Pelican Assignment"), which, upon the Court's approval of the settlement, shall transfer to CIF the ownership of the Pelican Note and Mortgage; and

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- b. Deliver to CIF counsel the originals of the Pelican Note and Mortgage (or, if originals are lost, valid affidavits of lost documents) and the assignment document that transferred ownership of the Pelican Note and Mortgage from Pelican Way Financial, LLC to Kathryn Taillon.
- iv. CIF counsel shall hold such original documents in trust counsel pending the Court's approval of the settlement.
- v. The Pelican Assignment and its transfer of the Pelican Note and Mortgage will not be effected unless and until the Court approves this settlement.
- vi. In the event the Court approves the settlement, the Pelican Assignment shall be effective immediately, shall be promptly released and delivered to CIF, and shall be recorded; additionally, the original Pelican Note and Mortgage shall be delivered to CIF.
- vii. In the event the Court declines approval of the settlement, the Pelican Assignment shall be null and void and shall be immediately (upon the Court's actions) returned as such to Kathryn Taillon together with the original Pelican Note and Mortgage.
- viii. Until the settlement is approved and the Pelican Assignment is effective, Kirsten White shall make all monthly interest payments due under the first mortgage in the amount of \$583.00 per month (which is otherwise payable to Kathryn Taillon) to CIF to be held in escrow. In the event the Court declines approval of the settlement, CIF shall remit such amounts it received to Kathryn Taillon. In the event the Court approves the settlement, CIF shall retain all amounts received and receive all future payments under the Pelican Note and Mortgage. All amounts otherwise due under the terms of the Pelican Note and Mortgage shall be paid in full from the proceeds of the sale of the Aldgate Way Property as provided herein.

C. Arthur Field, Trustee's Note and Mortgage on Aldgate Way Property

- i. Arthur Field is the holder of the Note and Mortgage on the Aldgate Way Property payable to and in favor of Arthur Field, Trustee ("Trustee Note and Mortgage") dated on or about October 1, 2010, and recorded on the Greenville County Land Records.
- ii. Arthur Field represents that the Trustee Note and Mortgage are valid and enforceable, and that the mortgage is a recorded and perfected second mortgage lien on the Aldgate Way Property, which is not subordinated to any other lien other than the Pelican Note and Mortgage.
- iii. The Trustee Note and Mortgage provides for simple (not compounded) interest to accrue at the rate of 4.5% per year and for the entire balance to be paid in full on or before October 1, 2014.
- iv. Arthur Field represents that no payments have been made or received on the Trustee Note and Mortgage through the date of the Agreement.
- v. Arthur Field further represents that he and Kirsten White, the maker of the Trustee Note and Mortgage, agreed to extend the due date of the Trustee Note and Mortgage to December 31, 2018.
- vi. Accordingly, Arthur Field represents that the Note and Mortgage are in good standing as of the date hereof and that as of the date of this Agreement, the outstanding balance due under the Trustee Note and Mortgage exceeds \$42,000.
- vii. With the execution of this Agreement, Arthur Field shall:
  - a. Execute in recordable form and deliver to CIF counsel the Assignment of Note and Mortgage attached hereto as Exhibit 4 ("Trustee Assignment"), which, upon the Court's approval of the settlement, shall transfer to CIF the ownership of the Trustee Note and Mortgage; and

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- b. Deliver to CIF counsel the originals of the Trustee Note and Mortgage and the assignment document. CIF counsel shall hold such original documents in trust counsel pending the Court's approval of the settlement.
- viii. The Trustee Assignment and its transfer of the Trustee Note and Mortgage will not be effected unless and until the Court approves this settlement.
- ix. In the event the Court approves the settlement, the Trustee Assignment shall be effective immediately, shall be promptly released and delivered to CIF, and shall be recorded; additionally, the original Trustee Note and Mortgage shall be delivered to CIF.
- x. In the event the Court declines approval of the settlement, the Trustee Assignment shall be null and void and shall be immediately (upon the Court's actions) returned as such to Arthur Field together with the original Trustee Note and Mortgage.
- xi. All amounts otherwise due under the terms of the Pelican Note and Mortgage shall be paid in full from the proceeds of the sale of the Aldgate Way Property as provided herein.

D. Aldgate Way Property

- i. With the execution of this Agreement, Kirsten White will execute in recordable form the General Warranty Deed attached hereto as Exhibit 5, which upon the Court's approval shall transfer the Aldgate Way Property to CIF Properties, LLC. The Deed shall be held in trust by CIF counsel and will be recorded and delivered to the Receiver upon the Court's approval of the settlement. Transfer of the Aldgate Way Property will not be effected until the Deed is delivered to the Receiver. In the event the Court declines approval of the settlement, the Deed shall be null and void and shall be immediately (upon the Court's actions) returned as such to Kirsten White.
- ii. With the execution of this Agreement, CIF Properties, LLC will execute in recordable form the \$50,000 Note and Mortgage attached hereto as Exhibit 6 ("White Note and Mortgage"), which shall grant to Kirsten White a first mortgage on the Aldgate Way Property. The White Note and Mortgage shall bear zero interest through December 31, 2017 and thereafter shall bear interest at 2.5% per annum. The White Note and Mortgage shall provide that payment in full shall be made upon the sale, conveyance or transfer of the Aldgate Way Property. The White Note and Mortgage shall be held in trust by CIF counsel and will be recorded and delivered to Kirsten White upon the Court's approvals of the settlement. The obligation of the White Note and Mortgage will not be effected until the Court approve the settlement. In the event the Court declines approval of the settlement, the White Note and Mortgage shall be null and void and shall be immediately (upon the Courts' actions) returned as such to CIF.
- iii. With the execution of this Agreement, CIF, as assignee and holder of the Pelican Notes and Mortgages and the Trustee Note and Mortgage, will execute in recordable form the respective Subordination Agreements attached hereto as Exhibit 7. The effect of the Subordination Agreements shall be that the White Note and Mortgage shall be senior to and have priority of payment over the Pelican and Trustee Notes and Mortgages, and that the Pelican and Trustee Notes and Mortgages shall be subordinate to the White Note and Mortgage, thereby guarantying that upon the sale of the Aldgate Way Property, Kirsten White will receive full payment and complete satisfaction under the terms of the White Note and Mortgage before and ahead of any payments to CIF.
- iv. With the execution of this Agreement and until the effective time of transfer of the Aldgate Way Property, Kirsten White shall maintain and timely pay all costs of property, casualty and liability insurance coverages on the Aldgate Way Property, shall have such policies name CIF as the additional named insured, shall immediately deliver to CIF a certificate of insurance, and shall have all proceeds of such policies inure to and directly paid to CIF for the benefit of all named insured.

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- v. With the execution of this Agreement and until the effective time of transfer of the Aldgate Way Property, Kirsten White shall pay all property taxes and regime (home owners association, etc.) applicable to the Aldgate Way Property, and CIF shall pay all such taxes and regime fees thereafter and be solely responsible for such.
- vi. With the execution of this Agreement and until the effective time of transfer of the Aldgate Way Property, Kirsten White shall make and complete all routine interior repairs and shall pay all utility costs applicable to the Aldgate Way Property.
- vii. With the execution of this Agreement and until the effective time of transfer of the Aldgate Way Property, the Aldgate Way Property shall be free of all liens and encumbrances, except for the Pelican Note and Mortgage and the Trustee Note and Mortgage.
- viii. CIF and Kirsten White shall endeavor to close on the sale of the Aldgate Way Property no sooner than August 1, 2017 and no later than December 31, 2017 as follows:
  - a. On or before May 1, 2017, Kirsten White shall engage the realtor of her choosing to list the Aldgate Way Property for immediate sale at any price above \$285,000, provided any such listing shall terminate no later than December 31, 2017.
  - b. In the event Kirsten White fails to engage a realtor to sell the Aldgate Way Property on or before May 1, 2017, or in the event the Aldgate Way Property is not sold by December 31, 2017, CIF may thereafter pursue the sale of the Aldgate Way Property without any interference from but with full cooperation of Kirsten White, and subject to the oversight of Judge Edward W. Miller, the presiding judge in the Tomz Case.
  - c. CIF shall arrange for and be responsible to pay for up to \$10,000 of repairs and fix up expenses deemed necessary to facilitate selling the property at a price comparable to similar properties on Aldgate Way or within 0.5 miles thereof. Such repairs shall be substantially completed by May 15, 2017, to enhance listing and sales price and to facilitate the sale of the Aldgate Way Property. Such repairs shall be made on reasonable notice during reasonable business hours and CIF or its agents shall obtain any necessary permits.
  - d. At the closing of the sale of the Aldgate Way Property (whether initiated by White before or by CIF after December 31, 2017), the gross sales proceeds shall be used to pay in the following order of priorities the following in amounts sufficient to satisfy and pay in full:
    1. Seller's selling and closing costs (sales commissions and other closing costs and fees customarily paid by seller);
    2. The White Note and Mortgage;
    3. The Pelican Note and Mortgage;
    4. The Trustee Note and Mortgage;
    5. Reimbursement to CIF for amounts paid for actual, reasonable repairs and fix up costs as provided in Paragraph 14.D.viii.c.
    6. Any repairs and fix up costs incurred but not paid by CIF before closing, repaid to such person(s) as shall have paid for such additional, necessary repairs upon presentation of actual receipts, with copies to CIF, Kirsten White, and closing attorney.
    7. Payment to CIF for any unpaid rent due from Kirsten White as described in Paragraph 14.D.ix.c.

In the event that, after paying these amounts in full, any gross sales proceeds remain to be disbursed, then 80% of such amounts remaining shall be paid to Kirsten White and 20% shall be paid to CIF.
- ix. With the execution of this agreement, CIF and Kirsten White shall execute the Lease attached hereto as Exhibit 8. The Lease will be held in trust by CIF counsel and will be effective and delivered to the Receiver immediately upon the Court's approval of the

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settlement. In the event the Court declines approval of the settlement, the Lease shall be null and void and shall be immediately (upon the Court's actions) returned as such to Kirsten White. The Lease provides for the following terms:

- a. CIF shall be Landlord and Kirsten White shall be Tenant.
- b. The Lease shall have a fixed term which terminates on December 31, 2017.
- c. During the term of the Lease, Tenant shall pay no (zero) rent to CIF from inception until September 30, 2017, and thereafter Tenant shall pay CIF \$1,500 per month for each month or part of a month until Tenant has vacated the premises. Tenant may at her option pay CIF each month or may have such amounts deducted from any sales proceeds otherwise due to her as provided in Paragraph 14.D.viii.d.7.
- d. Tenant has the right to reside in the Aldgate Way Property until December 31, 2017.
- e. Tenant shall peacefully vacate the Aldgate Way Property by December 31, 2017.
- f. Upon vacating the Aldgate Way Property, Tenant shall leave the premises in the same or better condition as it was at the time of inspection as provided in Paragraph 13 herein (excluding reasonable wear and tear and damage, if any, caused by the act of Landlord or its agents or contractors). If Tenant fails to leave the premises as required and Landlord, in good faith, reasonably determines that the actual reasonable cost to cure the deficiency will exceed \$1,000, then Landlord may give actual notice to Tenant of such deficiency and estimated cost of actual and reasonable cure. Tenant shall have 14 days after receipt of such notice to initiate and timely pursue a cure of same at her expense less any monies due from any insurer of Landlord, Tenant or third party. If not cured by Tenant in timely and reasonable and workmanlike fashion, or if Tenant does not initiate a cure within 14 days of notice, then Landlord may initiate and timely pursue a cure of the same. Upon Landlord's completion of such cure, Landlord may initiate a complaint to collect any reasonable and actual cost of cure in excess of insurable amounts, including actual and reasonable costs and fees. Tenant shall have the right to defend such claim or to seek indemnification from or implead any insurer or third party which may be responsible in whole or in part for such damage or the cost of repair or to subrogate such claim to Landlord in satisfaction of any third party damage. Landlord will not bring any such claim without a substantial belief in the merits thereof and without first giving Tenant sufficient opportunity to resolve such matter after actual notice aforesaid. The parties waive trial by jury of such claim. If such cure is covered by insurance insuring to benefit of Tenant, then Tenant may assign such portion of proceeds of insurance to Landlord as shall be applicable to damage to Landlord's fee interest in partial or total satisfaction of the actual cost of remediation, excluding therefrom any portion pertaining to Tenant's personal property or effects. In the event Landlord recovers any insurance, Landlord shall assign to Tenant any portion thereof which would pertain solely to destruction of Tenant's personal property or effects and give notice to Tenant of any deficiency and pursue such remedy as stated above for such deficiency in the manner described. The parties shall cooperate in any claim to any third party insurer or liability carrier. At Landlord's request, Tenant shall subrogate any claim against Third Party or Third Party insurer to Landlord in lieu of any claim against Tenant, but Tenant shall retain its right to apportionment in favor of Tenant's personal property damage or any personal injury to Tenant or guests and Landlord will timely pay to Tenant such portion upon recovery from insurer or Third Party without demand from Tenant. If damage is caused by Landlord's agents, contractors, or repair persons, Landlord shall immediately cure same and provide adequate shelter for White, if any damage interrupts her use of the property, and Landlord shall be

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liable for any claim made by agent, contractor or repair person or third party for personal or property damage resulting from such work.

- g. All items of personal property not affixed or attached to the Aldgate Way Property by nail, screws, glue, or other means of attachment shall be deemed the personal property of Kirsten White and shall be excluded from the terms of this agreement.
- h. Any dispute regarding the Lease shall be resolved by application to Judge Edward W. Miller, the presiding judge in the Tomz Case.

E. Payments by Kathryn Taillon and or York Mortgage Funding

Upon execution of this Agreement, Kathryn Taillon shall deliver to CIF counsel to be held in trust a bank certified check in the amount of \$10,000 made payable to CIF. Upon approval of the settlement by the Court, the funds shall be immediately delivered to the Receiver in full and further satisfaction of any York related direct, collateral or indirect claim against Taillon or any other person named herein, whether made by York, CIF, or any other party hereto or any collateral claim. In the event the Court declines approval of the settlement, the check or equivalent funds shall be returned to Kathryn Taillon.

F. Payment by Arthur Field and Kathryn Taillon to CIF:

- i. Upon execution of this Agreement, Kathryn Taillon shall deliver to CIF counsel to be held in trust a bank certified check in the amount of \$15,000 made payable to CIF. Upon approval of the settlement by the Court, the funds shall be immediately delivered to the Receiver in further satisfaction of any CIF related direct, collateral or indirect claim against Taillon or any other person, whether made by CIF, or any other party hereto. In the event the Court declines approval of the settlement, the check or equivalent funds shall be returned to Kathryn Taillon.
- ii. Upon the execution of this agreement, Arthur Field and Kathryn Taillon will execute in recordable form the Note and Mortgage for the St. Augustine Property, attached hereto as Exhibit 9 and Exhibit 10, respectively, in favor of CIF, which is in the amount of \$105,000. The Note shall provide for 0.0% interest through December 31, 2017 and thereafter interest at a 3.0% annual rate compounded monthly and the entire balance of \$105,000 being due and payable in full on December 31, 2018, provided however that for every \$85 paid to CIF before December 31, 2017, the outstanding balance shall be reduced by an additional \$20. The Note and Mortgage will be held in trust by CIF counsel. In the event the Court declines approval of the settlement, the Mortgage and Note shall be null and void and shall be immediately (upon the Court's actions) returned as such to Arthur Field and Kathryn Taillon. In the event the Court approves the settlement, CIF Counsel will hold the Mortgage and Note in trust in anticipation of CIF receiving payment in full and complete satisfaction on or before December 31, 2017. In the event CIF does not receive payment in full payment on or before December 31, 2017, CIF counsel may have the mortgage recorded in St. John's Florida. All payments under the terms of this Note and Mortgage shall be on behalf of Kathryn Taillon, Arthur Field, and/or any entity related thereto as listed above. CIF shall release all *lis pendens* on all properties recorded in St. Johns County, Florida to enable the Arthur Field and Kathryn Taillon to acquire and remit such money to CIF, whether from personal funds, reverse mortgage, conventional mortgage, credit card loans or otherwise. Upon the execution of this Agreement and until the Note and Mortgage are paid in full, Arthur Field and Kathryn Taillon shall not allow any lien to be placed on the St. Augustine Property unless: (1) the lien is placed for the purpose of Arthur Field and or Kathryn Taillon borrowing money, the net proceeds of which are paid to CIF pursuant to their obligations under this Agreement, and the amount of the lien does not exceed the sum of 100% of the amounts paid to CIF plus costs incurred

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Supersedes All Prior and/or Unsigned Versions*

to acquire and close the loan and anticipated reasonable relocation costs to an interstate moving company; or (2) Arthur Field and or Kathryn Taillon obtain written consent of such from CIF, whose consent may be withheld at its sole discretion. Arthur Field and Kathryn Taillon may make periodic payments thereon and such shall reduce any outstanding balance. Only Arthur Field or Kathryn Taillon shall be responsible at any time for the outstanding balance.

**G. Arthur Field Agreement To Share Proceeds From Certain Future Endeavors**

Arthur Field expressed: (1) his desire and plans to create literary works and or presentations based on his experiences and events involving CIF; (2) his willingness and desire to dedicate significant time and effort in that endeavor; and (3) his willingness and desire to benefit CIF and its noteholders should such efforts bear economic benefits. Accordingly, upon the execution of this Agreement, Arthur Field shall prepare and execute a written definitive contract, negotiated in good faith with the Receiver, and shall present such contract to the Court for approval by March 31, 2017. The contract shall be between Arthur Field (and any entity he may create for this work) and CIF, and provide that CIF shall receive more than 50% of the gross profits (as reasonably defined) derived from any such endeavors. This agreement shall broadly cover all sources of revenues which are directly or indirectly derived from Arthur Field's experiences with CIF, including but not limited to writings, productions, films, media publications, interviews, lectures, licensing, and so forth.

**H. Members of CIF Relinquish Limited Liability Company Membership**

Upon execution of this Agreement, Arthur Field, Brad Kelley, Bart Kelley, and Log Cabin Financial, LLC shall each execute a recordable Membership Termination Agreement in the form attached hereto as Exhibit 11, which shall terminate such person's membership ownership interest in CIF and rights applicable thereunder and transfer such ownership interests and rights to the current class of noteholders of CIF. The executed Membership Termination Agreements shall be delivered to CIF counsel to be held in trust pending the Court's approval of this settlement. Upon approval of the settlement by the Court, all of the Membership Termination Agreements shall be immediately delivered to CIF and CIF shall pay the sum of \$1 per membership percentage interest transferred in full consideration thereof, whereupon each of the named persons shall thereafter have no ownership in CIF and all rights and claims thereof are forever relinquished. In the event the Court declines approval of the settlement, the Membership Termination Agreements shall be immediately returned to the respective persons.

**I. Other Conditions:**

- i. At the settlement approval hearing, Arthur Field will provide a verified financial statement of his assets and liabilities. The financial statement shall include actual amounts where reasonably available, reasonable estimates of values where actual amounts are not reasonably available, and nomenclature which clearly distinguishes between actual and estimated amounts. Arthur Field will attest under oath as to the veracity of such financial statement, including the basis for which amounts were determined. The financial statement itself will be confidential as to the Court, the Receiver, and its attorneys. The truthfulness of this financial statement is and will be a material representation upon which the Plaintiffs and the Receiver are relying as their basis for agreeing to the settlement.
- ii. Upon approval by the Court, this settlement will be full and final as to all parties identified herein, with the sole exception if it is later demonstrated Arthur Field has made a material misrepresentation to the Court regarding his verified financial disclosure set forth in sub-part i (above). This Agreement contains terms and conditions of certain events to happen in the future. The parties agree that the Judge Edward W. Miller, the presiding judge in the

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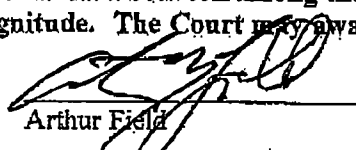
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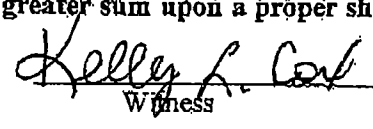
- Tomz Case, shall have sole and exclusive jurisdiction regarding any dispute related to the enforcement, performance or non-performance of any future obligation contained herein (including any integral components hereof).
- iii. To the extent any party is required to make any payment at any future date pursuant to this Agreement, that party specifically agrees that such obligation is non-dischargeable by bankruptcy.
  - iv. All documents referenced herein as Exhibits (Petitions, Leases, Assignments of Note and Mortgage, Deeds, and Note and Mortgage) are integral components of this Agreement and the settlement.
  - v. The parties agree that any payment made by Taillon, Allyson Field, Arthur Field, or any entity or trust related to any of them, in cash or in kind, tangible or intangible, may be credited to the 'account' of Arthur Field, as 'return of earned salary', for all purposes related hereto, and for further purposes of rescinding restitution as described in Paragraph 8. However, such payments or transfers shall serve as sufficient consideration for (1) all releases running to all of the named parties or entities under Paragraphs 3, 4 and 5; and (2) all dismissals with prejudice of any past, pending or future matter, other than those related solely to enforcement of the obligations of this Agreement, as specifically set forth immediately above.
  - vi. All parties to this Agreement shall cooperate with each other fully, timely, without delay or hindrance, where and when necessary in order for all parties to comply with the terms and conditions hereof. Such cooperation shall include, but not necessarily be limited to, providing proper and current physical and email addresses for notification purposes and executing documents reasonably necessary to effect the spirit, intent, and terms of this Agreement and the settlement.
  - vii. **Time is of the Essence.**

**IMPORTANT ACKNOWLEDGMENT & DECLARATION BY ARTHUR FIELD**













Prior to the execution of this Agreement, Arthur Field's representatives have reported that Mr. Field was recently admitted for in-patient psychiatric treatment. Arthur Field hereby acknowledges and declares that at the time of executing this Agreement that he is of sound mind, in full control of his mental faculties, and that he is freely and voluntarily entering into this binding Agreement. He hereby acknowledges and declares that he has had adequate time and opportunity to cognitively review and to negotiate the terms of this Agreement, and to consult with the legal counsel of his choosing. Mr. Field further acknowledges and declares that he has not forced, coerced or under any duress of by any means or manner before choosing to sign this Agreement.

















Subsequent to the execution of this Agreement (and its approval by the Court), should any party file any suit or claim wherein he/she/they/it attempt(s) to revoke or disqualify any term of this Agreement for any reason, the parties agree that the that the prevailing party shall be entitled a minimum of \$250,000.00 as liquidated damages for defending, responding or enforcing the terms of this Agreement. This figure is based upon and derived from the estimated attorney's fees and expenses past litigation has entailed between/among these parties for addressing issues of similar scope and anticipated magnitude. The Court may award a greater sum upon a proper showing by the prevailing party.

  
Arthur Field

  
Witness

[Signature Pages to Follow]


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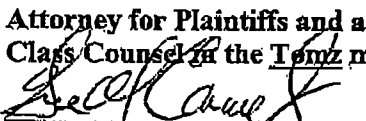
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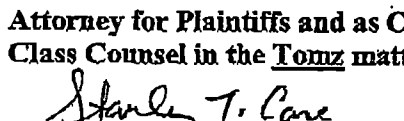
1. Attorney for Plaintiffs and Capital Investment Funding, LLC

  
Rodney F. Pillsbury, Esq.  
Pillsbury Law Firm, LLC  
25 Mills Avenue  
Greenville, SC 29605  
Phone: (864) 241-9828  
Email: [Rodney@PillsburyFirmLaw](mailto:Rodney@PillsburyFirmLaw)


2. Attorney for Plaintiffs and as Co-Lead Class Counsel in the Tomz matter

  
Gene M. Connell, Jr., Esq.  
Kelaher, Connell & Connor, P.C.  
Post Office Drawer 14547  
Surfside Beach, SC 29587  
Phone: (843) 238-5648  
Email: [gconnell@classactlaw.net](mailto:gconnell@classactlaw.net)

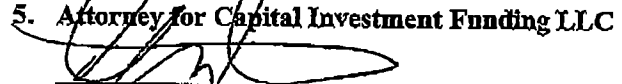
3. Attorney for Plaintiffs and as Co-Lead Class Counsel in the Tomz matter

  
Stanley T. Case, Esq.  
Butler Means Evins & Browne, P.A.  
Post Office Drawer 451  
Spartanburg, SC 29304  
Phone: (864) 582-5630  
Email: [scase@butlermeans.com](mailto:scase@butlermeans.com)

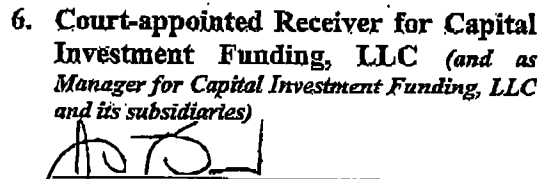
4. Attorney for Capital Investment Funding LLC

  
George Brandt, III, Esq.  
Henderson Brandt & Veith, P.A.  
360 East Henry Street, Suite 101  
Spartanburg, SC 29302  
Phone: (864) 582-2962  
Email: [gbrandt@hbvlaw.com](mailto:gbrandt@hbvlaw.com)


5. Attorney for Capital Investment Funding LLC

  
Christopher H. Westrick, Esq.  
Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C.  
5 Becker Farm Road Roseland, NJ 07068  
Phone: (973) 994-1700  
Email: [CWestrick@carellabyrne.com](mailto:CWestrick@carellabyrne.com)

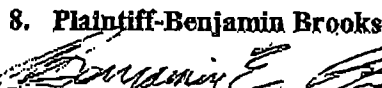
6. Court-appointed Receiver for Capital Investment Funding, LLC (and as Manager for Capital Investment Funding, LLC and its subsidiaries)

  
Jerry T. Saad, Court Appointed Receiver and Manager  
Jerry T. Saad, CPA, PA  
1249 S. Pleasantburg Dr. Greenville, SC 29605  
Phone: (864) 422-9949  
Email: [jerrysaad@charter.net](mailto:jerrysaad@charter.net)

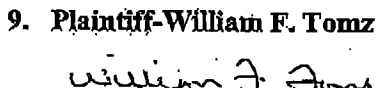
7. Plaintiff-Harold Brooks

  
Harold Brooks, Plaintiff, Individually and as Personal Representative of Estate of Clara Louise Brooks, Plaintiff

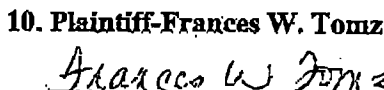
8. Plaintiff-Benjamin Brooks

  
Benjamin Brooks, Plaintiff, Individually


9. Plaintiff-William F. Tomz

  
William F. Tomz, Plaintiff, Individually


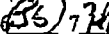



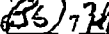



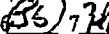



10. Plaintiff-Frances W. Tomz

  
Frances W. Tomz, Plaintiff, Individually

11. Plaintiff-Sharon Finch

  
Sharon Finch, Plaintiff, Individually

Signatures continue on next page


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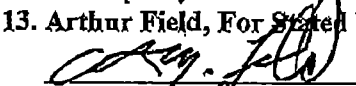
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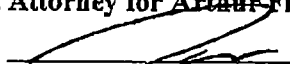
12. Arthur Field, Individually

  
Arthur M. Field, Individually

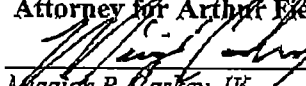
13. Arthur Field, For Stated Entities

  
Arthur M. Field, as the Authorized Member or Manager for the following current or former entities:  
i. Aladdin's Cafe & Grill, LLC      ix. Epic Entertainment & Equipment Co., LLC  
ii. Cosmos, LLC      x. Mithril Funding, LLC  
iii. Balingbroski United (England) Ltd.      xi. CIF TC, LLC  
iv. Lion Financial, LLC      xii. Young Players Support Group, Inc.  
v. Kronador Trading Co., LLC      xiii. RAAF Enterprises, LLC  
vi. Bradford Financial Group, LLC      xiv. He Will Provide, LLC  
vii. Monmouth Financial Group, Ltd.  
viii. Carolina Pops Orchestra, Inc.  
ix. Epic Entertainment, LLC

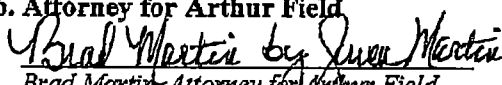
14. Attorney for Arthur Field

  
Todd Rutherford, Attorney for Arthur Field  
2113 Park St  
Columbia, SC 29201  
Phone (803) 256-3003

15. Attorney for Arthur Field

  
Micajah P. Caskey, IV  
Attorney for Arthur Field  
146 State St  
West Columbia, SC 29169  
Phone (803) 724-3624  
Email: micah@caskeylawfirm.com


16. Attorney for Arthur Field

  
Brad Martin, Attorney for Arthur Field  
Bradford Neal Martin & Associates, PA  
201 W. McAbee, Suite 302      with permission  
Greenville, SC 29601  
Phone (864) 552-9990  
Email: bmartin@bnmlaw.com

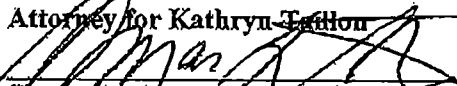
17. Kathryn Taillon, Individually

  
Kathryn Taillon, Individually

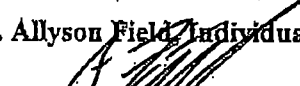
18. Kathryn Taillon, For Stated Entities Individually

  
Kathryn Taillon, as the Authorized Member or Manager for the following current or former entities:  
i. Blenheim Properties, LLC;      iv. York Mortgage Funding, LLC  
ii. Bountiful Bingo, LLC;      v. Hakuna Industries, Inc.  
iii. Pelican Way Financial, LLC


19. Attorney for Kathryn Taillon

  
Thomas Stephenson, Attorney for Kathryn Taillon  
Stephenson & Murphy, LLC  
207 Whitsett St.  
Greenville, SC 29601  
Phone (864) 370-9400  
Email: tom@stephensonmurphy.com

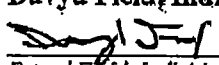
20. Allyson Field, Individually

  
Allyson Field, Individually

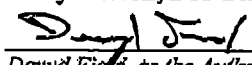
21. Attorney for Allyson Field

  
Bruce Bannister, Attorney for Allyson Field  
Bannister, Wyatt & Stalvey, LLC  
401 Pettigru St.  
Greenville, SC 29601  
Phone (864) 298-0084  
Email: bbannister@bannisterwyatt.com

22. Davyd Field, Individually

  
Davyd Field, Individually

23. Davyd Field, For Stated Entities

  
Davyd Field, as the Authorized Member or Manager for the following current or former entities:  
i. Traxion, LLC      ii. Capital Intrastate Funding, LLC

24. Kirsten White, Individually

  
Kirsten White f/k/a Kirsten Gantt, Individually and as Owner of Empire Document Service

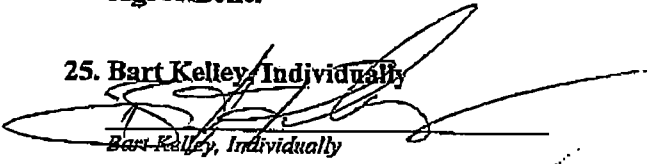
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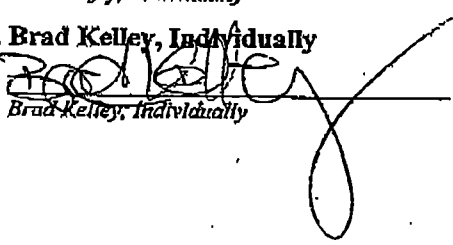
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25. **Bart Kelley, Individually**

  
Bart Kelley, Individually

26. **Brad Kelley, Individually**

  
Brad Kelley, Individually

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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

William F. Tomz and Francis W. Tomz,  
Individually and as Class Representatives,

Plaintiffs,

vs.

Capital Investment Funding, LLC, and  
Arthur M. Field,

Defendants.

IN THE COURT OF COMMON PLEAS

C.A. No.: 2008-CP-23-3665

ORDER

This order memorializes all rulings from the bench regarding the Hearing on December 7, 2017 in the above-captioned matter:

By order entered December 1, 2017, this Court has granted Plaintiffs' motion to approve the settlement of the Global Settlement Agreement ("GSA"), filed March 8, 2017. The GSA has been approved and its terms are now an order of the Court. Accordingly, all deeds shall be immediately recorded. All monies and payments due under the GSA shall be made and transferred in accordance with the respective terms of the GSA. CIF represented to the Court that it discharged its *lis pendens* on the St. Augustine property as required by the GSA. The appropriate orders of dismissal shall be filed in the respective courts as it pertains to the parties of the GSA.

Attorney for Allyson Field had tendered the insurance proceeds from State Farm Insurance for the roof damage claim at the Thornblade property. However, counsel for Ms. Field conditioned acceptance of the insurance funds. The court finds those conditions to be invalid. CIF's Receiver may deposit those funds into the CIF account without condition or limitation.

Insurance Claim Documentation for Thornblade Property

At the November 27, 2017 hearing, the Court ordered Mr. Field's counsel to obtain the records from the insurance company regarding the damages claim filed this spring to verify the statements Mr. Field gave under oath about that claim and the handling of insurance matters. Both

counsel for CIF and counsel for Mr. Field reported that the insurance carrier (State Farm) had not produced the requested information.

The Court has directed both parties, as named insureds under the policy, to obtain that information from State Farm as soon as possible. Once obtained, the parties are to provide the Court with unredacted complete copies. The Court will reconvene a hearing at that time, if necessary.

Contempt of Court for Kirsten White

In its December 1, 2017 order, the Court found Ms. White to be in contempt of court for her deliberate refusal to comply with the terms of the GSA. Ms. White appeared at the December 7, 2017 hearing. She acknowledged that she had received notices of the November 27, 2017 hearing. She provided no acceptable excuse for not attending it.

At the December 7, 2017 hearing, she acknowledged that she is obligated to vacate the premises on or before December 31, 2017.

Ms. White has been under obligation to permit CIF to inspect the premises since March 2017. Thus far, she has willfully refused to cooperate in permitting this to happen. At the hearing, these parties agreed that the inspection will occur on December 15, 2017 at 10:00 AM. Should the court learn that Ms. White has in any way obstructed this inspection from moving forward, the Court admonished Ms. White that a sheriff's deputy will be sent to bring her to court to explain why.

CIF stated that the few checks it had received from Ms. White for her monthly payment obligation under the GSA could not be negotiated because Ms. White made them out jointly to CIF and Kathryn Taillon. The Court orders that any amount Ms. White owes for the monthly payment obligations under the GSA will be deducted from her net proceeds she might otherwise be due from the sale of the house (in addition to the attorney's fees and penalties set forth in this

Court's order of December 1, 2017). The Court will address the amount of these fees and costs at its next hearing. CIF is directed to file its petition within ten (10) days of entry of this order.

Miscellaneous Items:

Regarding the entertainment royalty agreement, Arthur Field and CIF presented proposed agreements to each other. As of the hearing, no agreement had been finalized. The Court directs these parties to finalize an agreement on or before December 31, 2017. If additional time is needed, either party may file a request with the Court.

Also, under the terms of the GSA, Arthur Field understands that he is obligated to appear in this Court to testify under oath about the financial statement he has provided to CIF. Mr. Field is responsible for his own expenses and costs associated with traveling to the hearing. If the parties cannot agree to a time and date for this hearing, either party may notify the court about scheduling issues.

Any signatures missing from the Addendum attached to the December 1, 2017 order shall be provided to CIF no later than December 13, 2017. If any signatures have not been received by CIF by that time, CIF is instructed to notify this Court of such so that the matter may be dealt with accordingly.

It is so ordered, this \_\_\_\_ day of December, 2017.

---

The Honorable Edward W. Miller  
Presiding Judge, 13<sup>th</sup> Judicial Circuit



Greenville Common Pleas

**Case Caption:** William F Tomz , plaintiff, et al vs. Capital Investment Funding Llc ,  
defendant, et al  
**Case Number:** 2008CP2303665  
**Type:** Order/Other

So Ordered

s/ Edward W. Miller

Electronically signed on 2017-12-21 14:01:54 page 5 of 5

ELECTRONICALLY FILED - 2017 Dec 21 3:07 PM - GREENVILLE - COMMON PLEAS - CASE#2008CP2303665

<b>STATE OF SOUTH CAROLINA</b>	)	<b>IN THE COURT OF COMMON PLEAS</b>
	)	<b>C.A. No.: 2008-CP-23-3665</b>
<b>COUNTY OF GREENVILLE</b>	)	
William F. Tomz and Francis W. Tomz,	)	
Individually and as Class Representatives	)	
Plaintiffs,	)	<b>CERTIFICATION OF CONSULTATION</b>
	)	
vs.	)	
	)	
Capital Investment Funding, LLC, and	)	
Arthur M. Field,	)	
Defendants.	)	
_____	)	

Pursuant to Rule 11 of the South Carolina Rules of Civil Procedure, counsel certifies that consultation would serve no useful purpose.

**BUTLER, MEANS, EVINS & BROWN, PA**

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Attorney for Plaintiffs

December \_\_\_\_\_, 2017  
Greenville, South Carolina



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Attorneys At Law

January 23, 2018

VIA FAX TRANSMITTAL (803-734-1839) AND U.S. MAIL

The Honorable Jenny Abbott Kitchings, Clerk  
 The Honorable V. Claire Allen, Deputy Clerk  
 South Carolina Court of Appeals  
 P.O. Box 11629  
 Columbia, SC 29211

**RECEIVED**

JAN 23 2018

SC Court of Appeals

RE: William F. Tomz and Francis W. Tomz, Individually and as Class Representatives vs.  
 Capital Investment Funding, LLC and Arthur M. Field  
 Case No. 2008-CP-23-3665, Appellate Case No. 2013-002676

Dear Ms. Kitchings and Ms. Allen:

We are again writing to request the Court of Appeals to issue its Order dismissing the above referenced appeal, as referred to in our letter of January 19, 2018, and also the letters of Bradford N. Martin, Esquire, of January 19 and 22, 2018.

We are enclosing additional documentation from the Court of Common Pleas from Greenville County with regard to this request.

Enclosed for the Court's information are:

1. The Order of The Honorable Edward W. Miller, dated and filed December 1, 2017 in the Court of Common Pleas, County of Greenville, State of South Carolina.
2. The Global Settlement Agreement between Capital Investment Funding, LLC (and related parties) and Arthur Field (and related parties), which is referred to in Judge Miller's Order.
3. The Order of The Honorable Edward W. Miller's Order, dated and filed December 21, 2017 in the Court of Common Pleas, County of Greenville, State of South Carolina.

In his submissions to the Court of Appeals, Bradford N. Martin has omitted and misrepresented the terms of the Global Settlement Agreement by failing to quote a critical passage from the Agreement. Paragraph 10 of the Global Settlement Agreement, which was approved by Judge Miller, provides:

"In the event a Court issues an Order that denies Arthur Field's request for the modification to his restitution set forth in Paragraph 8, or issues an Order that denies Arthur Field's Motion seeking dismissal of the pending matters as described in Paragraph 9, and/or otherwise imposes sanctions or penalties upon Arthur Field above and beyond fulfilling his obligations of this Agreement as set forth herein, then immediately upon the issuance of

The Honorable Jenny Abbott Kitchings, Clerk  
The Honorable V. Claire Allen, Deputy Clerk  
January 23, 2018  
Page 2

such Order, this Agreement shall become immediately null and void, and all documents and monies previously delivered to be held in trust shall be returned to the parties as provided herein. Until such time as such occurrence, all parties to this Agreement are bound hereunder and may not modify any terms or conditions hereunder, and may not withdraw or terminate his or her or its participation hereunder." (Emphasis supplied.)

The proceedings presently pending before Judge Miller all relate to the enforcement of the Global Settlement Agreement, as provided for in Paragraph 10 and Paragraph 14, (I), ii of the agreement.

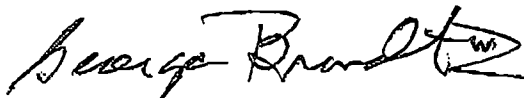
In the Court's Order dated December 21, 2017, Judge Miller provided:

"By Order entered December 1, 2017, this Court has granted Plaintiff's Motion to approve the Global Settlement Agreement ("GSA") filed March 8, 2017. The GSA has been approved and its terms are now an Order of the Court. Accordingly, all deeds shall be immediately recorded. All monies and payments due under the GSA shall be made and transferred in accordance with the respective terms of the GSA. CIF represented to the Court that it discharged its *Lis pendens* on the St. Augustine property, as required by the GSA. The appropriate Orders of Dismissal shall be filed in the respective Courts as it pertains to the parties of the GSA."

The pending appeal in the Court of Appeals set forth above (William Tomz et al. vs. Capital Investment Funding, LLC, Appellate Case No. 2013-00276) is one of the pending matters which must be dismissed in accordance with the settlement which has been approved.

No appeal was taken from Judge Miller's Order of December 21, 2017 and it is now appropriate for the South Carolina Court of Appeals to dismiss this appeal.

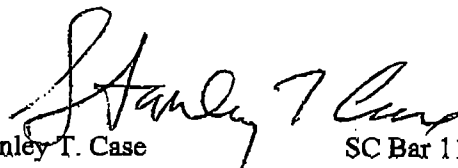
Respectfully submitted,



George Brandt, III SC Bar 855  
Attorney for Respondent, Capital Investment Funding, LLC  
By and through its Receiver, Jerry T. Saad

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The Honorable Jenny Abbott Kitchings, Clerk  
The Honorable V. Claire Allen, Deputy Clerk  
January 23, 2018  
Page 3



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The Honorable Edward W. Miller ([emillerj@sccourts.org](mailto:emillerj@sccourts.org))

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To: SC Court of Appeals  
The Hon. Jenny A. Kitchings  
The Hon. V. Claire Allen Date January 23, 2018  
Fax #: 803-734-1839 Pages 40 pages, including this cover  
From: George Brandt, III sheet  
Stanley T. Case  
Subject: William F. Tomz and Francis W. Tomz, Individually and as Class Representatives  
~~vs. Capital Investment Funding, LLC and Arthur M. Field~~  
Case No. 2008-CP-23-3665, Appellate Case No. 2013-002676

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JAN 23 2018

SC Court of Appeals

-----Melinda S. Loxley  
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for George Brandt, III

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