

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE, TENNESSEE**

CIT SMALL BUSINESS LENDING CORPORATION, a Delaware corporation,

Plaintiff,

vs.

TIKI DREAMS, LLC d/b/a Auntie Anne's Pretzels, a Tennessee limited liability company, **CUATRO ENTERPRISE, LLC**, a Kentucky limited liability company, **KIMBERLY B. PAYNE**, a Tennessee individual, and **TILLMAN W. PAYNE, III**, a Tennessee individual,

Defendants.

Case No. 3:12-cv-00309

Judge Haynes

Magistrate Judge Bryant

CONSENT ORDER

It appears to the Court, as evidenced by the signatures below, that all matters in controversy in this action have been fully compromised and settled by the parties. The parties have agreed to enter into a Consent Order setting forth the rights and obligations of the parties as follows:

That this action be dismissed voluntarily without prejudice against the Defendants;

That Plaintiff shall agree to grant Defendant a seven-month full payment deferment from March 1, 2012 through September 1, 2012 in which the Defendants shall pay the balance due on the February 1, 2012 invoice in the amount of Five Thousand & Twenty-Four and 45/100 Dollars (\$5,024.45) upon the signing of this Consent Order.

That Plaintiff shall agree to allow Defendants to resume regular monthly contractual payments to Plaintiff in the amount of Six Thousand Six Hundred & Twenty-Seven and 50/100 Dollars (\$6,627.50) beginning with the October 1, 2012 payment and in accordance with the original terms of the promissory note(s) at issue in this lawsuit and the subsequent Modification and Forbearance Agreement entered into between the parties to resolve this lawsuit.

That Defendants shall owe to Plaintiff outstanding late charges in the amount of Six Thousand Two Hundred & Seventy-Four and 69/100 Dollars (\$6,274.69), and that said late charges shall be waived after six (6) months of satisfactory performance of regular monthly payments set forth above as well as all other terms herein;

That Defendants shall be responsible for paying Plaintiff's attorneys' fees in the amount of \$18,250.00 over the following six (6) months of signing this Consent Order;

That in the event Defendants default on their payment obligations as set forth herein in the parties' payment plan, the entire amount of the debt obligation plus attorneys' fees, expenses and court costs, shall immediately become due and payable to Plaintiff without further court proceedings and for which execution may then issue.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above lawsuit has been fully compromised and settled, and that the lawsuit should be dismissed without prejudice.

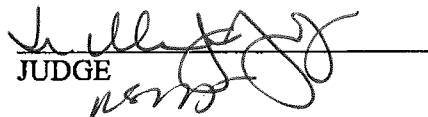
IT IS ALSO ORDERED THAT that (1) Plaintiff shall agree to grant Defendant a seven-month full payment deferment from March 1, 2012 through September 1, 2012 in which the Defendants shall pay the balance due on the February 1, 2012 invoice in the amount of Five Thousand & Twenty-Four and 45/100 Dollars (\$5,024.45) upon the

signing of this Consent Order; (2) Plaintiff shall agree to allow Defendants to resume regular monthly contractual payments to Plaintiff in the amount of Six Thousand Six Hundred & Twenty-Seven and 50/100 Dollars (\$6,627.50) beginning with the October 1, 2012 payment and in accordance with the terms and conditions of the original promissory note(s) in this lawsuit and the subsequent Modification and Forbearance Agreement entered into between the parties to resolve this lawsuit; (3) Defendants shall owe to Plaintiff outstanding late charges in the amount of Six Thousand Two Hundred & Seventy-Four and 69/100 Dollars (\$6,274.69), and that said late charges shall be waived after six (6) months of satisfactory performance of regular monthly payments set forth herein; and (4) Defendants shall be responsible for paying Plaintiff's attorneys' fees in the amount of \$18,250.00 over the following six (6) months of signing this Consent Order.

IT IS FURTHER ORDERED that in the event Defendants default on their payment obligations as set forth herein in the parties' payment plan, the entire amount of the debt obligation plus attorneys' fees, expenses and court costs, shall immediately become due and payable to Plaintiff without further court proceedings and for which execution may then issue.

IT IS FURTHER ORDERED that Defendants shall be responsible for the court costs of this cause, for which execution may issue if necessary.

IT IS SO ORDERED.



JUDGE
11-13-12