

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO.: 23-CVS-028150-910

THE FIDELITY BANK,)
)
Plaintiff,)
)
v.)
)
TC CORRIHER IMPLEMENT)
COMPANY, INC., LANDSHARK)
ATTACHMENTS, LLC and)
THEODORE H. CORRIHER,)
)
Defendants.)

CONSENT INJUNCTION

THIS MATTER is before the Court on The Fidelity Bank's Motion for Preliminary Injunction pursuant to Rule 65 of the North Carolina Rules of Civil Procedure (the "Motion") to enjoin Defendants Theodore H. Corriher, TC Corriher Implement Company, Inc., and Landshark Attachments, LLC from transferring or otherwise disposing of any property.

The Parties consent to certain restrictions to govern the Defendants' actions throughout this litigation. The Court, in its discretion and based on the mutual consent of the Parties, therefore rules as follows:

Based on the consent of the parties, it is hereby ORDERED,
ADJUDGED, and DECREED that:

1. Defendants Theodore H. Corriher, TC Corriher Implement Company, Inc., and Landshark Attachments, LLC, their agents, and those persons in active concert or participation with them, are hereby enjoined from selling, transferring, spending, secreting, misappropriating, diverting, encumbering, or disposing of any **real property**, or the proceeds thereof, without the prior written permission of The Fidelity Bank or the Court.

2. Defendants TC Corriher Implement Company, Inc., and Landshark Attachments, LLC, their agents, and those persons in active concert or participation with them, are hereby enjoined from selling, transferring, spending, secreting, misappropriating, diverting, encumbering, or disposing of any **personal property**, or the proceeds thereof, outside the ordinary and regular course of their businesses, without the prior written permission of The Fidelity Bank or the Court. Fees paid to lawyers and consultants are expenses incurred within the ordinary and regular course of business.

3. Defendant Theodore H. Corriher, his agents, and those persons in active concert or participation with him, are hereby enjoined from selling, transferring, spending, secreting, misappropriating, diverting, encumbering, or disposing of any **personal property**, or the proceeds thereof, exceeding the sum of \$10,000.00 per week, without the prior written permission of The Fidelity Bank or the Court. This limitation shall not apply to or include fees paid to any lawyers or professionals hired by Mr. Corriher in any action.

4. Within ten (10) business days of the entry of this Consent Injunction, Defendant TC Corriher Implement Company, Inc. shall provide to Plaintiff its thirteen (13) week budget for business operations, to include forecasted weekly cash receipts and cash disbursements. No later than the last day of each month following the entry of this Consent Injunction, Defendant TC Corriher Implement Company, Inc. shall provide to counsel for Plaintiff a report showing budget to actual accounting along with bank statements for the preceding month.

5. Defendant TC Corriher shall provide to Plaintiff's counsel on the 15th of every month beginning March 2024 written updates on efforts to sell TC Corriher as a going concern or bulk sale, including the following:

- a. a copy of any listing agreements or offers received;
- b. a copy of any financial or asset information provided to any agent or broker engaged.

6. Within sixty (60) days of entry of this Consent Order, Defendants shall pay all delinquent Catawba County taxes owing in connection with any real or personal property of Defendants.

7. Upon request of Plaintiff, Defendants shall provide Plaintiff and its experts reasonable access during regular business hours for purposes of inspection and appraisal of Defendants' assets.

8. Based on the consent of the Parties, Plaintiff shall not be required to post any security bond.

9. This Consent Injunction shall remain in force and effect until terminated or modified by consent of The Fidelity Bank or further order of this Court.

10. The Parties' agreement with regard to the Consent Injunction is without prejudice or waiver of any Party's rights or defenses in this lawsuit.

SO ORDERED, this is the 12th day of March, 2024.



Superior Court Judge Presiding
Paul C. Ridgeway
Senior Resident Superior Court Judge

3/12/2024 5:48:02 PM

WE CONSENT AND AGREE:

/s/ Paul A. Fanning

Paul A. Fanning, Esq.
Evan M. Musselwhite, Esq.
For the firm of Ward and Smith, P.A.
Post Office Box 8088
Greenville, NC 27835-8088
Email: paf@wardandsmith.com
Email: emmuselwhite@wardandsmith.com
Attorneys for The Fidelity Bank

/s/ Louis Segreti

Louis Segreti, Esq.
Steele B. Windle, III, Esq.
Windle / Terry / Bimbo
11525 N. Community House Rd, Ste 425
Charlotte, NC 28277
Email: lsegreti@wtbconstructionlaw.com
Email: AWindle@wtbconstructionlaw.com
*Attorneys for Defendants TC Corriher
Implement Company, Inc. and
Landshark Attachments, LLC*

/s/ J. Walton Milam, III

Erik M. Rosenwood, Esq.
Carl J. Burchette, Esq.
J. Walton Milam, III
Rosenwood, Rose & Litwak, PLLC
1712 Euclid Avenue
Charlotte, NC 28203
Email: erik@rosenwoodrose.com
Email: cburchette@rosenwoodrose.com
*Attorneys for Defendant
Theodore H. Corriher*

/s/ Robert A. Cox, Jr.

Robert A. Cox, Jr. Esq.
Hamilton Stephens Steele & Martin, PLLC
525 North Tryon Street, Suite 1400
Charlotte, NC 28202
Email: rcox@lawhssm.com
*Attorneys for Defendants TC Corriher
Implement Company, Inc.*