

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
GAINESVILLE DIVISION**

IN RE:	)	BANKRUPTCY CASE NO.
	)	08-20355
CORNERSTONE MINISTRIES	)	
INVESTMENTS, INC.,	)	Chapter 11
	)	
Debtor.	)	JUDGE BRIZENDINE
_____	)	

**MOTION FOR AUTHORITY TO SETTLE AND COMPROMISE CLAIMS  
AGAINST JOHN T. OTTINGER, JR., JULIE OTTINGER,  
JACK R. WEHMILLER, AND JAYME S. SICKERT**

Ronald L. Glass in his capacities as Plan Administrator in the above-referenced bankruptcy case of Cornerstone Ministries Investments, Inc. (the “Plan Administrator”) and as Private Actions Trustee of the CMI Private Actions Trust (the “Private Actions Trustee”) and, together as the “Settling Plaintiffs’ Representative”), by his counsel, hereby files this motion (“Motion”), pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), requesting that this Court: (i) approve the terms of compromise described herein, and more specifically set forth in the Settlement Agreement, Mutual Release and Covenants attached hereto as Exhibit A (the “Settlement Agreement”); and (ii) enter an Order, substantially in the form attached hereto as Exhibit B authorizing the Settling Plaintiffs’ Representative to settle and compromise claims against John T. Ottinger, Jr., Julie Ottinger, Jack R. Wehmiller, and Jayme S. Sickert (collectively, the “Settling Defendants”).

In support of the Motion, the Settling Plaintiffs' Representative shows the Court the following:

### **Jurisdiction and Venue**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334(b), the Standing Order of Reference of the United States District Court for the Northern District of Georgia, Article X.C of the Plan (undefined capitalized terms are defined below), and Section 11.4 of the Private Actions Trust Agreement.

2. This is a core proceeding as defined by 28 U.S.C. § 157(b)(2)(A) insofar as it seeks to compromise and settle causes of action held by the bankruptcy estate of the above-captioned debtor. This is a non-core proceeding insofar as it seeks to compromise and settle causes of action held by the Private Actions Trust. All non-core proceedings are otherwise related to the above-captioned case under chapter 11 of the Bankruptcy Code.

3. Venue is proper in this district in accordance with 28 U.S.C. § 1409(a).

### **Background**

4. Cornerstone Ministries Investments, Inc. (the "Debtor" or "CMI") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court") on February 10, 2008, docketed as Bankruptcy Case No. 08-20355 (the "Bankruptcy Case").

5. On April 9, 2009, the Court entered an order confirming the Plan of Liquidation proposed by the Debtor and the Official Committee of Creditors Holding

Unsecured Claims (the “Plan”). All conditions required for the Plan to become effective have been satisfied or waived in accordance with the Plan and the Plan became effective as of September 25, 2009 (the “Effective Date”).

6. Pursuant to Article VII.B.5., this Court must approve the settlement of any Estate Litigation Claim (as defined in the Plan) where the Face Amount (as defined in the Plan) of the Estate Litigation Claim is more than \$200,000. As discussed below, the Face Amount of the Estate Litigation Claims the Plan Administrator seeks to settle in this Motion are greater than \$200,000.

7. The Plan Administrator was duly appointed in accordance with the terms of the Plan. Among other things, the Plan charges the Plan Administrator to liquidate claims of the Debtor’s estate.

8. The Plan created the CMI Private Actions Trust (the “Private Actions Trust”) that is governed by the CMI Private Actions Trust Agreement (the “Private Actions Trust Agreement”). The Trust holds claims, rights, and causes of action assigned to the Trust. The Private Actions Trustee is the duly appointed trustee of the Private Actions Trust.

9. Pursuant to Section 3.12(j) of the Private Actions Trust Agreement, the Private Actions Trustee, in consultation with and subject to the Private Actions Trust Committee (as defined in the Private Actions Trust Agreement), may compromise and settle any causes of action held by the Private Actions Trust.

10. The Settling Plaintiffs’ Representative has evaluated certain claims that may be held by the Debtor’s estate and/or the Private Actions Trust against the Settling

Defendants arising out of their acts and omissions as former CMI officers and directors and/or recipients of certain transfers from CMI. Based on his review, the Settling Plaintiffs' Representative believes these claims, including breach of fiduciary duty, fraud, securities fraud, negligent misrepresentation, and fraudulent transfer claims, have merit and initiated pre-suit settlement negotiations with the Settling Defendants. The Settling Defendants deny that they have any liability to the Debtor's estate, the Private Actions Trust, or any other person or entity arising from its pre-petition or post-petition engagement by CMI.

#### **The Compromise and Settlement**

11. The Settling Plaintiffs' Representative and the Settling Defendants wish to avoid the uncertainties and expense of litigation and desire to settle, compromise, and forever resolve the claims the Debtor's estate and the Private Actions Trust may have against The Settling Defendants. The Settling Plaintiffs' Representative and the Settling Defendants have engaged in arms-length, good faith negotiations in reaching an acceptable resolution of all such disputes, with such negotiations culminating in this settlement being submitted for this Court's approval.

12. The material term of the parties' agreement which could impact the Debtor's bankruptcy estate and the Private Actions Trust is that in exchange for release of the claims held by the Debtor's estate and the Private Actions Trust against The Settling Defendants, The Settling Defendants have agreed to pay to the Settling Plaintiffs' Representative, collectively as administrator of the Plan and trustee of the Trust, the sum of Four Million,

Three Hundred and Thirty Thousand and 00/100 Dollars (\$4,330,000.00) (the “Settlement Amount”).

13. The allocation of the Settlement Amount between the Debtor’s estate and the Private Actions Trust will be the subject of a separate motion to be brought contemporaneous herewith by the Plan Committee established by the Plan. The terms of settlement are expressly conditioned upon this Court’s prior approval of the Settlement Agreement pursuant to Bankruptcy Rule 9019.

14. The terms of settlement are more specifically described in the attached Settlement Agreement (Exhibit A) that is submitted contemporaneously for this Court’s review and approval.

#### **Legal Authority and Analysis**

15. Bankruptcy Rule 9019 provides that upon the filing of a motion, and after appropriate notice and a hearing thereon, the court may approve a compromise and settlement. Fed. R. Bankr. P. 9019. A compromise should be approved if the court determines, after considering all of the facts, that the compromise is in the best interest of the estate. *See In re Feifer Industries, Inc.*, 155 B.R. 256, 260 (Bankr. N.D. Ga. 1993).

16. In the Eleventh Circuit, courts evaluating a proposed settlement under Bankruptcy Rule 9019 must consider: (a) the probability of success in the litigation; (b) the difficulties, if any, to be encountered in the matter of collection; (c) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and (d) the paramount interest of the creditors and a proper deference to their reasonable views in

the premises. *Chira v. Salkin (In re Chira)*, 567 F.3d 1307, 1312 (11th Cir. 2009) (citing *In re Justice Oaks II, Ltd.*, 898 F.2d 1544, 1549 (11th Cir. 1990) (quoting *Martin v. Kane (In re A & C Prop.)*, 784 F.2d 1377, 1381 (9th Cir. 1986)). Courts should consider these factors to determine “the fairness, reasonableness and adequacy of a proposed settlement agreement.” *Id.* at 1312-13 (citing *In re A & C Prop.*, 784 F.2d at 1381).

17. The Settling Plaintiffs’ Representative has asserted that the Debtor’s estate has viable claims and causes of action against the Settling Defendants for, *inter alia*, breach of fiduciary duty, fraud, negligent misrepresentation and fraudulent conveyances. The Settling Plaintiffs’ Representative has also asserted that the Private Actions Trust has viable claims and causes of action against the Settling Defendants for fraudulent conveyances, violations of state and federal securities laws, and fraudulent and/or negligent misrepresentations to the CMI bondholders that assigned their claims to the Private Actions Trust.

18. The Settling Defendants have asserted numerous potentially available defenses to the potential claims and causes of action to be asserted by the Settling Plaintiffs’ Representative. The Settling Defendants also have limited insurance proceeds available to settle or pay a judgment.

19. The Settling Plaintiffs’ Representative, after investigation, believes that some, but not all, of the Settling Defendants assertions may have merit, and that to the extent such assertions prevail after costly and time-consuming litigation, the net benefit to the Debtor’s estate and the Private Actions Trust in this matter may be materially diminished. Although the Settling Plaintiffs’ Representative believes that his claims have substantial merit, the

Settling Plaintiffs' Representative acknowledges that officer and/or director, and fraudulent conveyance liability and associated causation are rarely certain. Further, the prosecution of such claims would likely be expensive and protracted.

20. A pre-suit settlement will also save the Estate's creditors and Trust beneficiaries significant attorneys' fees. Under the contingency arrangement the Settling Plaintiffs' Representative has negotiated with post-confirmation special counsel, Reid Davis LLP ("Reid Davis"), Reid Davis has agreed to charge half its normal contingency fee rate for services that produce a pre-suit settlement.<sup>1</sup> Thus, a pre-suit settlement provides significantly more net value to the Estate's creditors and Trust beneficiaries than a post-suit resolution in the same amount.<sup>2</sup>

21. Moreover, the Settling Plaintiffs' Representative believes that there would be difficulties in collecting any final judgment on his claims against the Settling Defendants. The Settling Defendants have an eroding officer and director liability insurance policy with a limit of \$3,000,000.00 in coverage for all officer and directors. Thus, the Settlement Amount represents approximately 144% of the Settling Defendants' insurance proceeds available to settle or satisfy a judgment in this case—an amount that likely exceeds what the Settling Plaintiffs' Representative believes to be the maximum recovery available due to the eroding

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<sup>1</sup> Reid Davis, subject to the terms of its letter of engagement, has agreed to accept a contingency fee of 20% of gross recoveries for matters which are settled pre-suit and 40% of gross recoveries for certain matters in which litigation is commenced.

<sup>2</sup> Net proceeds of this settlement after payment of Reid Davis' contingency fee will be approximately \$3.464 million (*i.e.*, \$4.33 million \* 0.80). If suit were actually filed, the Settling Plaintiffs' Representative would need to realize \$5.773 million in proceeds from the action to create the same net proceeds based upon the higher contingency rate (*i.e.*, \$5.773 million \* 0.60 = \$3.464 million).

nature of the policy and assuming a successful litigation against the Settling Defendants over a number of years.

22. The Settling Plaintiffs' Representative submits that approval of the compromise and settlement described herein is in the best interest of the Debtor's bankruptcy estate, the Debtor's creditors, the Private Actions Trust, and the beneficiaries of the Private Actions Trust. The settlement described herein eliminates all litigation risks, costs and delays, and ends this dispute.

23. The Settling Plaintiffs' Representative and the Settling Defendants reserve the right to assert additional support for the relief requested herein at any hearing on this joint motion.

24. The Settlement Amount, less a fee equal to \$866,000 to be paid by the Settling Plaintiffs' Representative to Reid Davis as post-confirmation contingency fee counsel in this matter promptly upon entry of an order approving this Motion, will be held in trust by the Settling Plaintiffs' Representative pending the Court's approval of an allocation of the Settlement Amount between the Debtor's estate and the Trust. Such allocation will be requested by the Plan Committee, as defined in the Plan, by separate motion.

WHEREFORE, PREMISES CONSIDERED, the Settling Plaintiffs' Representative respectfully requests that the Court grant this Motion, thereby approving and consenting to the terms and conditions of the Settlement Agreement attached as Exhibit A, and enter an order substantially in the form of that attached hereto as Exhibit B. The Settling Plaintiffs' Representative further requests authorization to execute any and all other documents



necessary to effectuate the terms of the proposed settlement, and for such other relief as is just and necessary.

Dated: July 23, 2010

/s/ David J. Marmins  
David J. Marmins  
BALCH & BINGHAM LLP  
30 Ivan Allen Jr. Blvd, NW, Suite 700  
Atlanta, Georgia 30308  
Telephone: (404) 261-6020  
Facsimile: (866) 320-6793

*Attorney for Ronald L. Glass*

**CERTIFICATE OF SERVICE**

I hereby certify that I electronically filed the foregoing MOTION FOR AUTHORITY TO SETTLE AND COMPROMISE CLAIMS AGAINST JOHN T. OTTINGER, JR., JULIE OTTINGER, JACK R. WEHMILLER, AND JAYME S. SICKERT and PROPOSED ORDER with the Clerk of the Court using the CM/ECF system, which sent notification to all counsel of record via the CM/ECF filing system on the 23rd day of July, 2010.

This 23rd day of July, 2010.

s/ David J. Marmins  
David J. Marmins  
Georgia Bar No. 470630  
BALCH & BINGHAM LLP  
30 Ivan Allen Jr. Blvd., Suite 700  
Atlanta, Georgia 30308  
Telephone: (404) 261-6020  
Facsimile: (404) 261-3656

## SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND COVENANTS

This SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND COVENANTS (this “Agreement”) is made and entered into by Ronald Glass in his capacities as Plan Administrator of Cornerstone Ministries Investments, Inc. and as Trustee of the CMI Private Actions Trust, and John T. Ottinger, Jr. (“Ottinger”), Julie Ottinger (“Ms. Ottinger”), Jack R. Wehmiller (“Wehmiller”), and Jayme S. Sickert (“Sickert”) (collectively, the “Parties”). RSUI Indemnity Company is also a party to this Agreement for the purpose of its obligation to pay a portion of the Settlement Amount as set forth in paragraph 1 below.

### Recitals

A. Cornerstone Ministries Investments, Inc. (“CMI” or the “Debtor”) filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia (the “Bankruptcy Court”) on February 10, 2008, which is being administered as Case No. 08-20355 (the “CMI Bankruptcy Case”).

B. On January 27, 2009, CMI and the Official Committee of Creditors Holding Unsecured Claims filed their Joint Disclosure Statement [Docket #489] (the “Disclosure Statement”) for CMI’s Joint Amended Chapter 11 Plan of Liquidation [Docket # 488] (the “Plan”), which was confirmed by the Bankruptcy Court by Order dated April 9, 2010 [Docket #562] (the “Confirmation Order”) and the Findings of Fact and Conclusions of Law Regarding the Plan of Liquidation Proposed by Cornerstone Ministries Investments, Inc., and the Official Committee of Creditors Holding Unsecured Claims [Docket #560] (the “Findings of Fact and Conclusions of Law”) dated April 9, 2009.

C. Pursuant to the Plan, the Debtor has continued in existence as the Post-Effective Date Debtor [Plan Art. VI. ¶ A. 1.] with the Plan Administrator succeeding to all rights and powers of the directors and officers of the Debtor [Plan Art. VI. ¶ B.]. As set forth in the Findings of Fact and Conclusions of Law, Ronald Glass of GlassRatner Advisory & Capital Group LLC was appointed as the Plan Administrator of CMI [Findings of Fact and Conclusions of Law ¶ N.]. The Plan retained the Debtor’s Estate Litigation Claims [Plan Art. V. ¶ B.] for enforcement by the Plan Administrator [Plan Art. IV ¶ D. 3(j); Plan Art. VII. ¶ B. 1.]. Pursuant to the Plan, its beneficiaries include the holders of all allowed Bondholder Unsecured Claims and Other Unsecured Claims against CMI as defined in Plan Art. III, ¶ B. 9-10.

D. Additionally, the CMI Private Actions Trust was created pursuant to the Plan [Plan Art. VI. ¶ G. 1.], and is governed by the provisions of the CMI Private Actions Trust Agreement (the “CMI Private Actions Trust Agreement”) dated September 25, 2009. Ronald Glass was appointed as trustee of the CMI Private Actions Trust pursuant to Article 1, Section 1.1(b) of the CMI Private Actions Trust Agreement, and has the power to prosecute, compromise, and settle all claims, rights, and causes of action assigned or transferred to the CMI Private Actions Trust [CMI Private Actions Trust Agreement Art. 3, Section 3.11(a)].

E. The Debtor holds any and all potential claims and causes of action, whether arising pre-petition or post-petition, that the Debtor may have or may at any time have had against the Settling Defendants. Additionally, the CMI Private Actions Trust holds any and all assignable claims and causes of action against the Settling Defendants that were the property of or could be asserted by those bondholders who assigned such claims into the CMI Private Actions Trust.

F. Ronald Glass in his capacities as Plan Administrator of Cornerstone Ministries Investments, Inc. and Private Actions Trustee of the CMI Private Actions Trust has the power to assert and settle all claims owned by the Debtor and owned by the CMI Private Actions Trust.

G. The Debtor and the CMI Private Actions Trust (collectively the "Settling Debtors") have jointly evaluated and asserted all of their potential claims against Ottinger, Ms. Ottinger, Wehmiller, and Sickert (collectively, the "Settling Defendants") arising from their acts and omissions as former CMI officers and directors and/or recipients of certain transfers, both pre-petition and post-petition, and believe that their claims have merit. Settling Defendants deny that they have any liability to the Settling Debtors or any other person or entity arising from any of their acts or omissions related to CMI, and further deny that the claims have merit.

H. In order to avoid the costs and uncertainty of litigation, the Parties have agreed to settle all disputes and controversies between them on the terms set forth in this Agreement, without admitting any liability or wrongdoing and without resort to litigation between them.

### **Terms and Conditions**

NOW, THEREFORE, in consideration for the covenants, promises and releases set forth herein, and in full settlement of all such claims, the Parties hereby agree on behalf of themselves and any and all of their predecessors, successors, assigns, insurers, and any other parties or persons claiming by, through or under any of the Parties hereto, as follows:

1. On or before the Payment Date defined in paragraph 8 of this Agreement, the Settling Defendants shall pay to the Settling Debtors the sum of Four Million, Three hundred and Thirty Thousand Dollars (\$4,330,000.00), by wire transfer (the "Settlement Amount") to Reid Davis LLP, as counsel for the Settling Debtors, as follows: Plains Capital Bank, ABA No. 111322994, Credit Account No. 4200008136 *for* Reid Davis (IOLTA). Ottinger and Ms. Ottinger shall pay One Million, Three Hundred and Fifty Thousand Dollars (\$1,350,000) of the Settlement Amount to Reid Davis LLP on or before the Payment Date. RSUI Indemnity Company, on behalf of all Settling Defendants, shall pay to Reid Davis LLP the remaining Two Million, Nine Hundred and Eighty Thousand Dollars (\$2,980,000) of the Settlement Amount on or before the Payment Date, which reflects the total amount of the policy limit available from the claims-made directors and officers liability policy number NHP626198 naming Cornerstone Ministries Investments, Inc., for the period August 29, 2007 to August 29, 2008, less \$20,000 that shall remain available to RSUI Indemnity Company for the payment of approved defense expenses for services provided to

Ottinger, Wehmiller, Sickert, and the Estate of Cecil Brooks (the "Insureds") that are in compliance with the insurance policy language and RSUI Indemnity Company's agreement with each Insured to pay reasonable and necessary defense expenses subject to the Bilateral Reservation of Rights and Nonwaiver Agreement. The Settlement Amount represents consideration for this Agreement, and the compromise and release of all potential claims which the Settling Debtors may have or may have had against Settling Defendants, as set forth in paragraph 2 below. The Settlement Amount represents a material contribution to Settling Debtors. In the event that the Approval Order is not entered or in the event that the Approval Order is entered but does not become a Final Order as those terms are defined herein, the Settlement Amount shall be returned to Ottinger and RSUI Indemnity Company in the amounts paid by each of those parties.

2. Subject to the conditions set forth in paragraph 4 below, the Settling Debtors fully release and discharge Lothlorian Group, Inc. and each and every one of the Settling Defendants, their heirs, successors, and assigns, and all of their respective attorneys, consultants, adjustors, and insurers, including RSUI Indemnity Company and its corporate parents, all current and former subsidiaries, divisions, affiliated companies, predecessor and successor companies, holding companies, heirs, assigns, beneficiaries, related corporations and present, past and future officers, directors, employees, stock holders, representatives, agents, attorneys, and trustees (collectively, the "RSUI Released Parties"), in their capacities as such (collectively, the "Settling Defendant Released Parties"), from any and all claims, demands, damages, liabilities, actions, causes of action or suits at law or in equity of whatever kind, state or federal, known or unknown that the Settling Debtors ever had or now have against the Settling Defendant Released Parties, including but not limited to, claims in tort or contract, avoiding power claims under the Bankruptcy Code or any other statute, claims related in any manner to any acts or omissions by any of the Settling Defendants as CMI officers or directors, claims or complaints that may be made to or through any state or federal regulatory body, and claims for breach of fiduciary duty, negligence, procuring breaches of fiduciary duty, and fraud. Settling Debtors acknowledge that they may have claims which they do not know or suspect to exist, or claims that they may not know or suspect to be assertable on behalf of other persons or entities who are not Settling Debtors (the "Settling Debtor Unknown Claims"). Settling Debtors acknowledge that the Settling Debtor Unknown Claims may be material and that the Settling Debtor Unknown Claims would, if known to Settling Debtors, materially affect their settlement with Settling Defendants. Settling Debtors waive any Settling Debtor Unknown Claims and any right to invalidate this Agreement based on any Settling Debtor Unknown Claims. Further, Settling Defendants waive their rights under any statute or common law rule providing that unknown claims are not compromised or released. The Settling Debtors agree that this Agreement be interpreted to effectuate the broadest discharge of Settling Defendants, to the maximum extent allowed by law and equity, of any and all claims which might be asserted by the Settling Debtors against the Settling Defendants.

3. Subject to the conditions set forth in paragraph 4 below, each and every one of the Settling Defendants, for themselves and on behalf of the Settling Defendant Released Parties, fully release and discharge the RSUI Released Parties, CMI, the CMI Private Actions Trust, Ronald Glass in his capacity as the Plan Administrator of CMI and as Trustee of the CMI

Private Actions Trust, and all of their present and former trustees, managers, employees, agents, consultants, attorneys, directors, and officers, and their respective insurers in their capacities as such (collectively, the "CMI Released Parties"), from any and all claims, demands, damages, liabilities, actions, causes of action or suits at law or in equity of whatever kind, state or federal, known or unknown, which the Settling Defendants ever had or now has against the RSUI Released Parties and/or the CMI Released Parties arising from or relating to any matter involving CMI or the CMI Private Actions Trust, including but not limited to, the proofs of claim or other claims that any of the Settling Defendants or entities that they own or control have filed (including but not limited to the proofs of claim attached hereto as Exhibit A) or could file in the future in connection with CMI's bankruptcy proceedings or any insurance coverage claims relating to CMI. The Settling Defendants acknowledge that they may have claims which they do not know or suspect to exist, or claims that they may not know or suspect to be assertable on behalf of other persons or entities who are not Settling Defendants (the "Settling Defendant Unknown Claims"). The Settling Defendants acknowledge that the Settling Defendant Unknown Claims may be material and that the Settling Defendant Unknown Claims would, if known to the Settling Defendant, materially affect their settlement with the Settling Debtors. The Settling Defendants waive any Settling Defendant Unknown Claims and any right to invalidate this Agreement based on any Settling Defendant Unknown Claims. Further, the Settling Defendants waive their rights under any statute or common law rule providing that unknown claims are not compromised or released. This Agreement and the Settling Defendants' releases of the CMI Released Parties shall not prohibit the Settling Defendants from asserting the facts underlying the Released Claims as a bar, defense, affirmative defense, or otherwise in defense of any litigation; provided however, notwithstanding anything to the contrary, under all circumstances, the Settling Defendants shall be barred from pursuing any claims or seeking any relief against any CMI Released Parties with respect to the claims released herein.

4. The releases set forth in paragraphs 2 and 3 above shall become effective upon the later of: (a) an order by the Bankruptcy Court approving this Agreement (the "Approval Order") becomes a Final Order; and (b) 91 days have passed since the Settling Debtors have irrevocably received the Settlement Amount in good funds.

5. Notwithstanding anything to the contrary, nothing contained in this Agreement or otherwise, will constitute or shall be regarded as releasing, impairing, or limiting any rights, claims, or causes of action that the Settling Debtors may have against any person or entity that is not a party to this Agreement, including but not limited to, the Estate of Cecil Brooks or Cecil Brooks's or his estate's personal representatives, heirs, successors, assigns, transferees, or subsequent transferees, all of which are expressly reserved.

6. Upon the releases becoming effective as set forth in paragraph 4 above, the Parties agree not to institute litigation or assert claims against one another with respect to any matters released herein.

7. The term "Final Order" as used herein means (i) an Order of the Bankruptcy Court as to which the time to appeal, or move for re-argument or rehearing has expired, and as to which no appeal, or other proceedings for re-argument or rehearing shall then be pending; or (ii) in the event that an appeal, re-argument, or rehearing thereof has been sought, such order of the Bankruptcy Court has been affirmed in material respects by the highest court to which such order may be appealed, and the time to take any further appeal, move for re-argument, or rehearing shall have expired; provided however, notwithstanding the foregoing, an Order that is subject to appeal may be treated as a Final Order if no stay of the Order has been obtained and the Parties consent to treating such Order as a Final Order.

8. The term "Payment Date" as used herein means the date that is sixteen (16) calendar days after the execution of this Agreement.

9. Except for the written warranties, representations, covenants, terms and conditions specifically set forth herein, in executing this Agreement, no party has received nor relied upon any oral or written representation, statement or communication of any other party or party representative regarding any past or present fact, circumstance, condition, state of affairs, legal effect, or promise of future action.

10. Notice of this Agreement and application for the Approval Order shall be given to all creditors in the CMI Bankruptcy Case listed on the master mailing list associated with such case.

11. Any notice in connection with this Agreement to each of the Parties shall be given, by facsimile and by certified mail, to the following individuals:

For CMI and the CMI Private Actions Trust:

Ronald Glass  
GlassRatner Advisory & Capital Group LLC  
3391 Peachtree Road, Suite 110  
Atlanta, Georgia 30326  
Telephone: (404) 835-8843  
Facsimile: (678) 904-1991

with copy to:

P. Jason Collins  
REID DAVIS LLP  
4301 Westbank Drive, Suite B230  
Austin, Texas 78746  
Telephone: (512) 647-6106  
Facsimile: (512) 647-6129

For Ottinger and Ms. Ottinger:

John S. Thomson  
Robert R. Ambler, Jr.  
WOMBLE CARLYLE SANDRIDGE & RICE PLLC  
271 17th Street, NW, Suite 2400  
Atlanta, GA 30363  
Telephone: (404) 879-2424  
Facsimile: (404) 879-2924

For Wehmiller:

Douglas Stewart  
STEWART, MELVIN & FROST  
P.O. Box 3280  
Gainesville, GA 30501  
Telephone: (770) 536-0101  
Facsimile: (678) 207-2052

For Sickert:

Robert Jackson Wilson  
WEBB, TANNER, POWELL, MERTZ & WILSON LLP  
P.O. Box 1390  
10 Lumpkin Street  
Lawrenceville, GA 30046  
Telephone: (770) 962-0100  
Facsimile: (770) 963-3424

For RSUI Indemnity Company:

Doug Perry  
Vice President  
RSUI Group, Inc.  
945 East Paces Ferry Road, Suite 1800  
Atlanta, GA 30326  
Telephone: (404) 504-6138  
Facsimile: (404) 364-6487

With copy to:

Michael J. Athans  
Jeffrey A. Kershaw  
FIELDS, HOWELL, ATHANS & MCLAUGHLIN, LLP  
191 Peachtree St. NE, Suite 4600



Atlanta, GA 30303  
Telephone: (404) 214-1254  
Facsimile: (404) 214-1251

12. The Parties agree to engage in a reasonable, good faith effort to: (a) seek entry and approval of the Approval Order such that it becomes a Final Order; and (b) support this Agreement in all material ways including in its application and enforcement against any and all persons or entities seeking to prohibit approval of this Agreement, entry of the Approval Order, or to avoid or limit the applicability or scope of the Agreement in any manner.

13. Each of the Settling Defendants further agree to cooperate with the Settling Debtors and their counsel in connection with the Settling Debtors continuing investigation and pursuit of claims related to CMI, including but not limited to: (a) meeting with Settling Debtors and their attorneys upon a reasonable request to meet at a reasonable time and location to discuss matters pertaining to CMI, including its business and transaction history that are relevant to the Settling Debtors' ongoing investigation and pursuit of claims; (b) appearing for depositions or trials as requested by the Settling Debtors without requiring service of a subpoena; (c) waiving any attorney client privilege that each of the Settling Defendants or any entities that they own or control, including but not limited to Lothlorian Group, Inc. and Lexus Marketing, LLC, may have with respect to Miller & Martin PLLC, including all files, documents, communications, notes, and papers; (d) demanding that Miller & Martin PLLC provide Settling Debtors and their counsel with a copy of all files, documents, communications, work product, notes, and papers that are in any way related to Miller & Martin PLLC's current or former representation of any of the Settling Defendants or the entities that they own or control; (e) refraining from seeking any further payment of attorneys' fees or reimbursement for any other costs or expenses from RSUI Group, Inc. in connection with any of the claims referenced herein; and (f) voluntarily move to withdraw any and all proofs of claim or other claims filed against Settling Debtors in connection with CMI's bankruptcy proceedings that Settling Defendants are releasing pursuant to paragraph 3 of this Agreement. Settling Debtors agree to pay for any reasonable out-of-pocket travel expenses that may be required in connection with any of the Settling Defendants' compliance with these cooperation provisions as long as they are approved by the Settling Debtors or their counsel in advance of such expenditures. Settling Debtors will not compensate Settling Defendants for any time spent or pay for any attorneys' fees or other expenses incurred in connection with their efforts to comply with these provisions.

14. Each of the Settling Defendants represent and warrant to the Settling Debtors that all personal financial information that they have provided to the Settling Debtors and their counsel in connection with the Parties' settlement discussions leading up to this Agreement are true and correct, and that there are no assets in which they have a legal, equitable, or beneficial interest that they failed to disclose in writing to the Settling Debtors prior to the execution of this Agreement.

15. This Agreement is entered into as a good faith compromise among the Parties for the complete and final settlement of any and all claims, disputes and causes of action among them. By this settlement, no Party admits liability to any other Party in any respect (other than the obligations set forth in this Agreement), or makes any admission as to factual or legal contentions relating to the matters settled herein.

16. This Agreement shall be treated as jointly drafted, and will not be construed against either party as drafter. This Agreement provides no rights to any third party except to the extent expressly set forth herein.

17. This Agreement constitutes the entire agreement among the Parties on the subjects addressed herein, save and except the terms of those certain Tolling Agreements executed between the Parties concerning the tolling of the of the Settling Debtors' claims. Each of the Settling Defendants hereby agrees to that such Tolling Agreements and their related extensions, which are attached hereto as Exhibit B, are further extended until 30 days following the later of: (a) an order by the Bankruptcy Court approving this Agreement (the "Approval Order") becomes a Final Order; and (b) 91 days have passed since the Settling Debtors have irrevocably received the Settlement Amount in good funds. This extension of the Tolling Agreements and the limitations or other time periods set forth therein and incorporated herein shall continue indefinitely until 30 days following the later of the two conditions set forth above. This extension shall not be affected in any way by any denial or delay in approval of this Settlement by the Bankruptcy Court. No supplement, modification, amendment, waiver or termination of this Agreement shall be binding unless executed in writing by the Parties to be bound thereby. This Agreement is executed without reliance upon any representations by any person or entity concerning the nature, cause or extent of injuries, or legal liability therefore, or any other representations of any type or nature except as set forth herein. No contrary or supplementary oral agreement shall be admissible in a court to contradict, alter, supplement, or otherwise change the meaning of this Agreement. THE PARTIES ALSO ACKNOWLEDGE THE CONTESTED AND ADVERSARIAL NATURE OF THE CMI AND CMI PRIVATE ACTIONS TRUST CLAIMS AND UNDERLYING DISPUTES AND STIPULATE THAT IN EXECUTING THIS AGREEMENT THEY ARE NOT RELYING ON ANY REPRESENTATION BY ANY OTHER PARTY OR ITS/HIS AGENTS, REPRESENTATIVES OR ATTORNEYS, WITH REGARD TO (1) FACTS UNDERLYING THE LAWSUIT, (2) THE SUBJECT MATTER OR EFFECT OF THIS AGREEMENT, AND (3) ANY OTHER FACTS OR ISSUES WHICH MIGHT BE DEEMED MATERIAL TO THE DECISION TO ENTER INTO THIS AGREEMENT, OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

18. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be deemed an original and all of which together shall constitute but one and the same agreement. The signatories executing this Agreement represent and warrant that they are authorized to execute this Agreement on behalf of the Parties and entities for whom they sign. Signatures obtained by facsimile, email in PDF or similar format, or other electronic means shall be deemed to be an original signature.

19. Each Party agrees to bear its own fees and costs with respect to any duties required of the party under this Agreement; in any matter involving, referring, or relating to the interpretation and enforcement of this Agreement; and in connection with any disputes that may arise between the Parties relating to this Agreement.

20. This Agreement is to be governed by the laws of the State of Georgia. The Bankruptcy Court shall retain exclusive jurisdiction over the interpretation and enforcement of this Agreement, as well as any disputes that may arise between the Parties relating to this Agreement, and the Parties consent to the exclusive jurisdiction of the Bankruptcy Court for these purposes.

21. This Agreement is subject to approval by the Bankruptcy Court.

DATED: June 30<sup>th</sup>, 2010

CORNERSTONE MINISTRIES INVESTMENTS, INC.

By: Ronald J. Glass  
Ronald Glass, solely in his capacity as  
Plan Administrator of CMI

DATED: June 30<sup>th</sup>, 2010

CMI PRIVATE ACTIONS TRUST

By: Ronald J. Glass  
Ronald Glass, solely in his capacity as Trustee of  
the CMI Private Actions Trust

DATED: June \_\_, 2010

\_\_\_\_\_  
John T. Ottinger, Jr.

DATED: June \_\_, 2010

\_\_\_\_\_  
Julie Ottinger

DATED: June \_\_, 2010

\_\_\_\_\_  
Jack R. Wehmiller

19. Each Party agrees to bear its own fees and costs with respect to any duties required of the party under this Agreement; in any matter involving, referring, or relating to the interpretation and enforcement of this Agreement; and in connection with any disputes that may arise between the Parties relating to this Agreement.

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21. This Agreement is subject to approval by the Bankruptcy Court.

DATED: June \_\_, 2010

CORNERSTONE MINISTRIES INVESTMENTS, INC.

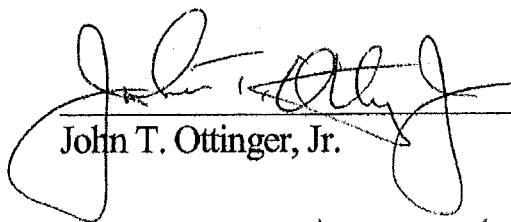
By: \_\_\_\_\_  
Ronald Glass, solely in his capacity as  
Plan Administrator of CMI

DATED: June \_\_, 2010

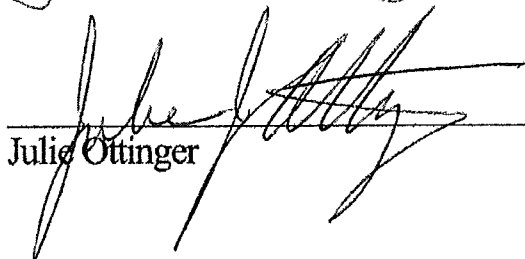
CMI PRIVATE ACTIONS TRUST

By: \_\_\_\_\_  
Ronald Glass, solely in his capacity as Trustee of  
the CMI Private Actions Trust

DATED: June 30, 2010

  
\_\_\_\_\_  
John T. Ottinger, Jr.

DATED: June 30, 2010

  
\_\_\_\_\_  
Julie Ottinger

DATED: June \_\_, 2010

\_\_\_\_\_  
Jack R. Wehmiller

19. Each Party agrees to bear its own fees and costs with respect to any duties required of the party under this Agreement; in any matter involving, referring, or relating to the interpretation and enforcement of this Agreement; and in connection with any disputes that may arise between the Parties relating to this Agreement.

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21. This Agreement is subject to approval by the Bankruptcy Court.

DATED: June \_\_, 2010

CORNERSTONE MINISTRIES INVESTMENTS,  
INC.

By: \_\_\_\_\_  
Ronald Glass, solely in his capacity as  
Plan Administrator of CMI

DATED: June \_\_, 2010

CMI PRIVATE ACTIONS TRUST

By: \_\_\_\_\_  
Ronald Glass, solely in his capacity as Trustee of  
the CMI Private Actions Trust


DATED: June \_\_, 2010

\_\_\_\_\_  
John T. Ottinger, Jr.

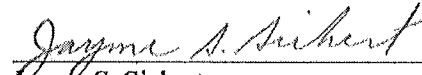
DATED: June \_\_, 2010

\_\_\_\_\_  
Julie Ottinger

DATED: June 29, 2010

  
\_\_\_\_\_  
Jack R. Wehmiller

DATED: June 30, 2010

  
\_\_\_\_\_  
Jayne S. Sickert

DATED: June \_\_, 2010

RSUI Indemnity Company,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

06/30/2010 09:17 FAX

002

DATED: June \_\_, 2010

\_\_\_\_\_  
Jayme S. Sickert

DATED: June 30, 2010

RSUI Indemnity Company,

By:  \_\_\_\_\_

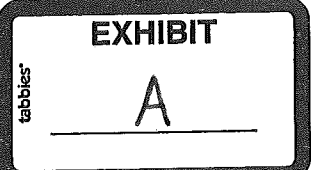
Name: Paul Rowe

Title: VP D+O + E+O Claims

FORM B10 (Official Form 10) (10/05)

<b>UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF GEORGIA</b>		<b>PROOF OF CLAIM</b>								
Name of Debtor Cornerstone Ministries Investments, Inc		Case Number G08-20355-REB								
Note This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.										
Name of Creditor (The person or other entity to whom the debtor owes money or property)  JOHN T OTTINGER JR		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.  <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.								
Name and address where notices should be sent  John A Thomson Jr, Womble Carlyle Sandridge & Rice, PLLC 1201 W Peachtree Street, Suite 3500 Atlanta GA 30309 Telephone number 404-888-7409										
Last four digits of account or other number by which creditor identifies debtor		Check here <input type="checkbox"/> replaces a previously filed claim, dated <u>DATE</u> <input type="checkbox"/> amends								
<b>1 Basis for Claim</b> <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>See attached</u> <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS # _____ Unpaid compensation for services performed from _____ (date) to _____ (date)										
<b>2 Date debt was incurred</b> _____ <b>DATE</b>	<b>3 If court judgment, date obtained</b> _____ <b>DATE</b>									
<b>4 Classification of Claim</b> Check the appropriate box or boxes that best describe your claim and state the amount of the claim at the time case filed. See reverse side for important explanations. <b>Unsecured Nonpriority Claim</b> \$ <u>Undetermined</u> <input type="checkbox"/> Check this box if a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority. <b>Unsecured Priority Claim</b> <input checked="" type="checkbox"/> Check this box if you have an unsecured claim, all or part of which is entitled to priority. Amount entitled to priority \$ <u>150,000.00</u> Specify the priority of the claim <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B) <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000) * earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)										
		<b>Secured Claim</b> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim if any \$ _____ <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8) <input checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(2) *Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.								
<b>5 Total Amount of Claim at Time Case Filed</b> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges. <table style="width:100%; border: none;"> <tr> <td style="text-align: center;"><b>Undetermined</b></td> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;"><b>\$150,000.00</b></td> <td style="text-align: center;"><b>\$Undetermined</b></td> </tr> <tr> <td style="text-align: center;">(unsecured)</td> <td style="text-align: center;">(secured)</td> <td style="text-align: center;">(priority)</td> <td style="text-align: center;">(Total)</td> </tr> </table>			<b>Undetermined</b>	\$ _____	<b>\$150,000.00</b>	<b>\$Undetermined</b>	(unsecured)	(secured)	(priority)	(Total)
<b>Undetermined</b>	\$ _____	<b>\$150,000.00</b>	<b>\$Undetermined</b>							
(unsecured)	(secured)	(priority)	(Total)							
<b>6 Credits</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. <b>7 Supporting Documents</b> Attached copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. <b>8 Date-Stamped Copy</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY  <b>FILED</b>  <b>OCT 31 2008</b>  <b>BMC GROUP</b>  Cornerstone  01942								
Date October 30 2008	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any).  John A Thomson, Jr., Attorney for John T Ottinger, Jr.									

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152





**ELEMENTS OF CLAIM OF JOHN T. OTTINGER, JR**

**1) Indemnity with Regard to Claims Against John T Ottinger, Jr ("Ottinger") as an Officer or Director of Cornerstone Ministries Investments, Inc ("CMI")**

Amount Undetermined at this time

Nature of Claim To the extent that claims are asserted by any entity against Ottinger for liability arising out of his acts or omissions as an officer or director of CMI, Ottinger asserts a claim for indemnity with regard to any judgments, awards or other liabilities that may be assessed against him, as well as all costs, fees and expenses that Ottinger must incur to defend himself against said claims

**2) Indemnity with Regard to Claims against Ottinger as an Officer or Director of Cornerstone Capital Advisors, Inc ("CCA")**

Amount Undetermined at this time

Nature of Claim To the extent that claims are asserted by any entity against Ottinger for liability arising out of his acts or omissions as an officer or director of CCA, Ottinger asserts a claim for indemnity with regard to any judgments, awards or other liabilities that may be assessed against him, as well as all costs, fees and expenses that Ottinger must incur to defend himself against said claims Said indemnity obligations of CMI arise out of the various Management Agreements by and between CCA and CMI

**3) Contribution and Subrogation for Guaranty Obligations of Ottinger**

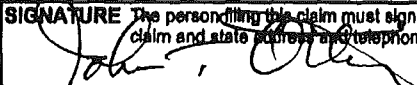
Amount Undetermined at this time

Nature of Claim Ottinger has personally guaranteed certain debt obligations of CMI To the extent that CMI's creditors call upon Ottinger for payment of his guaranty obligations, and he is forced, by judgment or otherwise, to pay the debts of CMI, then Ottinger asserts a claim for contribution and subrogation based on the payment of these debts

**4) Post-Petition Advances By Ottinger That Have Been Used to Finance the Debtor's Post-Petition Obligations**

Amount \$150,000 00

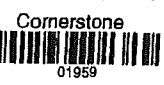
Nature of Claim Ottinger advanced \$150,000 00 to CCA, the proceeds of which were used to fund the post-petition operating expenses of CMI Ottinger is entitled to recover this amount as an administrative priority claim

<b>PROOF OF CLAIM</b>	
In re <b>Cornerstone Ministries Investments, Inc</b>	Case Number <b>08-20355-reb</b>
<small>NOTE See Reverse for List of Debtors/Case Numbers/ Important details This form should not be used to make a claim for an administrative expense arising after the commencement of the case A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503</small>	
<b>Name of Creditor and Address</b> the person or other entity to who the debtor owes money or property  John T Ottinger, Jr , Director, Officer Cornerstone Ministries Investments, Inc 2450 Atlanta Hwy , Ste 904 Cumming, GA 30040	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars  <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court or BMC Group in this case  <input type="checkbox"/> Check box if this address differs from the address on the envelope sent to you by the court
Creditor Telephone Number ( )	<b>THIS SPACE IS FOR COURT USE ONLY</b>
Name and address where payment should be sent (if different from above)  John T Ottinger, Jr , Director, Officer 6020 Providence Lane Cumming GA 30040	<input type="checkbox"/> Check this box if you are the debtor or trustee in this case  Check here <input type="checkbox"/> replaces a previously filed claim dated _____ if this claim or <input type="checkbox"/> amends claim number (see reverse) _____
Payment Telephone Number ( )	
<b>1 AMOUNT OF CLAIM AS OF DATE CASE FILED</b> § <u>UNKNOWN / UNLIQUIDATED</u> If all or part of your claim is secured complete item 4c below however if all of your claim is unsecured do not complete item 4c If all or part of your claim is entitled to priority, complete item 4b <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim Attach itemized statement of interest or charges	
<b>2 BASIS FOR CLAIM</b> <u>SEE ATTACHED</u>	(See Instructions #2 and #3a on reverse side ) <b>3 LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR</b> 3a Debtor may have scheduled account as _____
<b>4 CLASSIFICATION OF CLAIM</b> <b>4a UNSECURED NONPRIORITY CLAIM</b> Total unsecured nonpriority claim \$ _____ <b>DO NOT</b> include the priority portion of your unsecured claim here  <b>4b UNSECURED PRIORITY CLAIM</b> Total unsecured priority claim \$ _____ Include <u>ONLY</u> the priority portion of your unsecured claim here <input type="checkbox"/> Check this box <u>ONLY</u> if you have an unsecured claim all or part of which is entitled to priority You <b>MUST</b> specify the priority of the claim <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B) <input type="checkbox"/> Up to \$2,425* of deposits toward purchase lease or rental of property or services for personal family or household use -11 U.S.C. § 507(a)(7) <input type="checkbox"/> Wages, salaries or commissions (up to \$10,950*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business whichever is earlier - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5) <input type="checkbox"/> Other Specify applicable paragraph of 11 U.S.C. § 507(a) ( _____ ) <small>* Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment</small>	
<b>4c SECURED CLAIM</b> (See instruction #4c on reverse side ) Total secured claim \$ _____ <b>DO NOT</b> include the priority or unsecured portion of your claim here Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information <b>Nature of property or right of setoff</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Property \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges <u>at time case filed</u> included in secured claim if any \$ _____ Basis for Perfection _____	
<b>5 CREDITS</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim	
<b>6 SUPPORTING DOCUMENTS</b> <u>Attach redacted copies of supporting doc</u> such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements You may also attach a summary Attach redacted copies of evidence of perfection of a security interest (See definition of "redacted" on reverse side ) If the documents are not available please explain	
<b>7 DATE-STAMPED COPY</b> DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING To receive an acknowledgment of the filing of your claim enclose a stamped, self-addressed envelope and copy of this proof of claim The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before the Bar date	
BY MAIL TO Cornerstone Ministries Investments Inc c/o BMC Group PO Box 900 El Segundo, CA 90245-0900	BY HAND OR OVERNIGHT DELIVERY TO Cornerstone Ministries Investments, Inc c/o BMC Group 1330 East Franklin Ave El Segundo, CA 90245
DATE <u>10/30/08</u>	SIGNATURE The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above Attach copy of power of attorney if any 

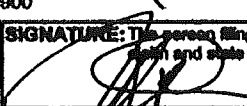
**THIS SPACE FOR COURT USE ONLY**

NOV 03 2008

BMC



Any and all contingent liabilities arising out of my duties as an officer and/or director of debtor as well as monies owed, if any, from director and officers insurance as a result of a finding of liability

<b>PROOF OF CLAIM</b>	
In re <b>Cornerstone Ministries Investments, Inc</b>	Case Number <b>08-20355-reb</b>
<small>NOTE: See Reverse for List of Debtors/Case Numbers/ Important details. This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503</small>	
Name of Creditor and Address <small>the person or other entity to whom the debtor owes money or property</small> <b>Jack Wehmiller 7034 George Barnes Rd Murrayville Ga 30564</b>	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court or BMC Group in this case.  <input type="checkbox"/> Check box if this address differs from the address on the envelope sent to you by the court.
Creditor Telephone Number ( )	If you have already filed a proof of claim with the Bankruptcy Court or BMC you do not need to file again. <b>THIS SPACE IS FOR COURT USE ONLY</b>
Name and address where payment should be sent (if different from above) <b>N/A</b>	<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.  Check here <input type="checkbox"/> replaces a previously filed claim dated _____ if this claim or <input type="checkbox"/> amends claim number (see reverse): _____
Payment Telephone Number (770) <b>983-0766</b>	
<b>1 AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 5097.34</b> <small>If all or part of your claim is secured complete item 4c below; however if all of your claim is unsecured do not complete item 4c. If all or part of your claim is entitled to priority complete item 4b.</small>	
<input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.	
<b>2. BASIS FOR CLAIM</b> <b>Legal Expenses</b>	<small>(See instructions #2 and #3a on reverse side.)</small>
<b>3 LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR.</b> <small>3a Debtor may have scheduled account as:</small>	
<b>4. CLASSIFICATION OF CLAIM</b>	
<b>4a. UNSECURED NONPRIORITY CLAIM</b> Total unsecured nonpriority claim. \$ _____	<b>DO NOT</b> include the priority portion of your unsecured claim here.
<input type="checkbox"/> Check this box ONLY if you have an unsecured claim, all or part of which is entitled to priority. You MUST specify the priority of the claim.	Total unsecured priority claim. \$ _____ include ONLY the priority portion of your unsecured claim here.
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)	<input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal family or household use - 11 U.S.C. § 507(e)(7).
<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(e)(4).	<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(e)(8).
<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(e)(5).	<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(e) (____). <small>* Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
<b>4c SECURED CLAIM</b> (See instruction #4c on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information.	
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____	Total secured claim. \$ _____ <b>DO NOT</b> include the priority or unsecured portion of your claim here.  Value of Property: \$ _____ Annual Interest Rate: _____ %  Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____ Basis for Perfection: _____
<b>5. CREDITS</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim.	
<b>6 SUPPORTING DOCUMENTS</b> Attach redacted copies of supporting docs such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are not available, please explain.	
<b>7 DATE-STAMPED COPY</b> DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.	
The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before the Bar date.	
BY MAIL TO: Cornerstone Ministries Investments, Inc c/o BMC Group PO Box 900 El Segundo, CA 90245-0900	BY HAND OR OVERNIGHT DELIVERY TO: Cornerstone Ministries Investments, Inc. c/o BMC Group 1330 East Franklin Ave El Segundo, CA 90245
<b>THIS SPACE FOR COURT USE ONLY</b> <b>FILED</b>  <b>OCT 20 2008</b>  <b>BMC GROUP</b>	
DATE <b>10/6/08</b>	SIGNATURE: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney if any. 



**PROOF OF CLAIM**

In re <b>Cornerstone Ministries Investments, Inc</b>	Case Number <b>08-20355-reb</b>
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NOTE See Reverse for List of Debtors/Case Numbers/ Important details This form should not be used to make a claim for an administrative expense arising after the commencement of the case A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503

**Name of Creditor and Address** the person or other entity to whom the debtor owes money or property

Jack Wehmiller, Director, Officer  
Cornerstone Ministries Investments, Inc  
2450 Atlanta Hwy, Ste 904  
Cumming, GA 30040

Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars

Check box if you have never received any notices from the bankruptcy court or BMC Group in this case

Check box if this address differs from the address on the envelope sent to you by the court

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again  
**THIS SPACE IS FOR COURT USE ONLY**

Creditor Telephone Number ( )

Name and address where payment should be sent (if different from above)

Jack Wehmiller  
7034 George Barn Road  
Murrayville, GA 30564

Check this box if you are the debtor or trustee in this case

Check here  replaces a previously filed claim dated \_\_\_\_\_  
if this claim or  amends claim number (see reverse) \_\_\_\_\_

Payment Telephone Number ( )

**1 AMOUNT OF CLAIM AS OF DATE CASE FILED** § UNKNOWN / UNLIQUIDATED

If all or part of your claim is secured complete item 4c below however if all of your claim is unsecured do not complete item 4c

If all or part of your claim is entitled to priority, complete item 4b

Check this box if claim includes interest or other charges in addition to the principal amount of claim Attach itemized statement of interest or charges

<b>2 BASIS FOR CLAIM</b> SEE ATTACHED	(See Instructions #2 and #3a on reverse side)	<b>3 LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR</b> 3a Debtor may have scheduled account as _____
--	---	--

**4 CLASSIFICATION OF CLAIM**

**4a UNSECURED NONPRIORITY CLAIM** Total unsecured nonpriority claim \$ \_\_\_\_\_ **DO NOT** include the priority portion of your unsecured claim here

**4b UNSECURED PRIORITY CLAIM** Total unsecured priority claim \$ \_\_\_\_\_ Include **ONLY** the priority portion of your unsecured claim here

Check this box **ONLY** if you have an unsecured claim all or part of which is entitled to priority  
**You MUST specify the priority of the claim**

Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)

Wages salaries or commissions (up to \$10,950\*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business whichever is earlier - 11 U.S.C. § 507(a)(4)

Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)

Up to \$2,425\* of deposits toward purchase lease or rental of property or services for personal family or household use 11 U.S.C. § 507(a)(7)

Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)

Other - Specify applicable paragraph of 11 U.S.C. § 507(a) ( \_\_\_\_\_ )

\* Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

**4c SECURED CLAIM** (See instruction #4c on reverse side)  
Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information

**Nature of property or right of setoff**

Real Estate  Motor Vehicle

Other \_\_\_\_\_

Total secured claim \$ \_\_\_\_\_ **DO NOT** include the priority or unsecured portion of your claim here

Value of Property \$ \_\_\_\_\_ Annual Interest Rate \_\_\_\_\_ %

Amount of arrearage and other charges at time case filed included in secured claim if any \$ \_\_\_\_\_ Basis for Perfection \_\_\_\_\_

**5 CREDITS** The amount of all payments on this claim has been credited for the purpose of making this proof of claim

**6 SUPPORTING DOCUMENTS** Attach redacted copies of supporting docs such as promissory notes, purchase orders, invoices itemized statements of running accounts, contracts, court judgments, mortgages, security agreements You may also attach a summary Attach redacted copies of evidence of perfection of a security interest (See definition of "redacted" on reverse side) If the documents are not available please explain

**7 DATE-STAMPED COPY** DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING  
To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before the Bar date

BY MAIL TO  
Cornerstone Ministries Investments, Inc  
c/o BMC Group  
PO Box 900  
El Segundo, CA 90245-0900

BY HAND OR OVERNIGHT DELIVERY TO  
Cornerstone Ministries Investments, Inc  
c/o BMC Group  
1330 East Franklin Ave  
El Segundo, CA 90245

**FILED**  
NOV 03 2008  
**BMC**

**DATE** 10/30/08

**SIGNATURE** The person filing this claim must sign it Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above Attach copy of power of attorney if any

*Jack Wehmiller*

Any and all contingent liabilities arising out of my duties as an officer and/or director of debtor as well as monies owed, if any, from director and officers insurance as a result of a finding of liability



4301 Westbank Drive  
Building B, Suite 230  
Austin, Texas 78746  
www.reiddavis.com

P. Jason Collins | Partner  
512.647.6106  
jcollins@reiddavis.com

June 29, 2010

 VIA EMAIL ([jthomson@wcsr.com](mailto:jthomson@wcsr.com))

John A. Thomson, Jr., Esq.  
WOMBLE, CARLYLE, SANDRIDGE & RICE, PLLC  
271-17<sup>th</sup> Street, Suite 2400  
Atlanta, GA 30363-1017

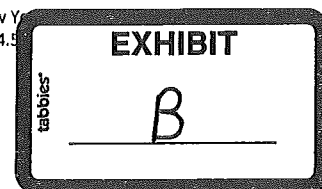
Re: Extension of Tolling Agreement between Ronald Glass, as Plan Administrator of Cornerstone Ministries Investments, Inc. and as Private Actions Trustee of the CMI Private Actions Trust, and John T. Ottinger, Jr., dated January 7, 2010.

Mr. Thomson:

A Tolling Agreement (the "**Original Tolling Agreement**") was entered into and became effective on January 7, 2010, between John T. Ottinger, Jr. and my client, Ronald Glass, as Plan Administrator of Cornerstone Ministries Investments, Inc. and as Private Actions Trustee of the CMI Private Actions Trust. Since that date, the parties have agreed to extend the terms of this agreement on multiple occasions:

- On April 29, 2010, the parties agreed to extend the terms of the Original Tolling Agreement through June 1, 2010;
- On May, 21, 2010, the parties agreed to extend the terms of the Original Tolling Agreement through June 15, 2010;
- On June 11, the parties agreed to extend the terms of the Original Tolling Agreement through June 30, 2010.

This letter will serve to confirm that the parties have further agreed that the Original Tolling Agreement is extended to and including **July 1, 2010**, on the same terms contained in the Original Tolling Agreement. This extension is, as further agreed, without prejudice to the rights and positions of either side in this matter.




John A. Thomson, Jr., Esq., WOMBLE, CARLYLE, SANDRIDGE & RICE, PLLC  
Re: Tolling Agreement Extension  
June 29, 2010  
Page 2

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Please countersign and return a copy of this letter to acknowledge that I have correctly stated the parties' agreement.

Regards,

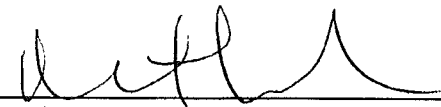
REID DAVIS LLP

By:   
P. Jason Collins

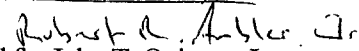
Counsel for Ronald Glass, as Plan Administrator of  
Cornerstone Ministries Investments, Inc.  
and as Private Actions Trustee of the  
CMI Private Actions Trust

**AGREED AND ACCEPTED:**

WOMBLE, CARLYLE, SANDRIDGE & RICE, PLLC

By:   
John A. Thomson, Jr.

Date: 6/29/2010

  
Counsel for John T. Ottinger, Jr.





4301 Westbank Drive  
Building B, Suite 230  
Austin, Texas 78746  
www.reiddavis.com

P. Jason Collins | Partner  
512.647.6106  
jcollins@reiddavis.com

June 11, 2010

 VIA EMAIL ([jthomson@wvcsr.com](mailto:jthomson@wvcsr.com))

John A. Thomson, Jr., Esq.  
WOMBLE, CARLYLE, SANDRIDGE & RICE, PLLC  
271-17<sup>th</sup> Street, Suite 2400  
Atlanta, GA 30363-1017

Re: Extension of Tolling Agreement between Ronald Glass, as Plan Administrator of Cornerstone Ministries Investments, Inc. and as Private Actions Trustee of the CMI Private Actions Trust, and John T. Ottinger, Jr., dated January 7, 2010.

Mr. Thomson:

A Tolling Agreement (the "**Original Tolling Agreement**") was entered into and became effective on January 7, 2010, between John T. Ottinger, Jr. and my client, Ronald Glass, as Plan Administrator of Cornerstone Ministries Investments, Inc. and as Private Actions Trustee of the CMI Private Actions Trust. On April 29, 2010, the parties agreed to extend the terms of the Original Tolling Agreement through June 1, 2010. On May, 21, 2010, the parties further agreed to extend the terms of the Original Tolling Agreement through June 15, 2010. This letter will serve to confirm that the parties have further agreed that the Original Tolling Agreement is extended through and including **June 30, 2010**, on the same terms contained in the Original Tolling Agreement. This extension is, as further agreed, without prejudice to the rights and positions of either side in this matter.


Please countersign and return a copy of this letter to acknowledge that I have correctly stated the parties' agreement.

John A. Thomson, Jr., Esq., WOMBLE, CARLYLE, SANDRIDGE & RICE, PLLC  
Re: Tolling Agreement Extension  
June 11, 2010  
Page 2

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Regards,

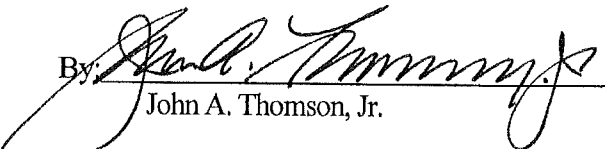
REID DAVIS LLP

By:   
P. Jason Collins

Counsel for Ronald Glass, as Plan Administrator of  
Cornerstone Ministries Investments, Inc.  
and as Private Actions Trustee of the  
CMI Private Actions Trust

**AGREED AND ACCEPTED:**

WOMBLE, CARLYLE, SANDRIDGE & RICE, PLLC

By:   
John A. Thomson, Jr.

Date: \_\_\_\_\_

Counsel for John T. Ottinger, Jr.



4301 Westbank Drive  
Building B, Suite 230  
Austin, Texas 78746  
www.reiddavis.com

P. Jason Collins | Partner  
512.647.6106  
jcollins@reiddavis.com

May 21, 2010

 VIA EMAIL ([jthomson@wcsr.com](mailto:jthomson@wcsr.com))

John A. Thomson, Jr., Esq.  
WOMBLE, CARLYLE, SANDRIDGE & RICE, PLLC  
271-17<sup>th</sup> Street, Suite 2400  
Atlanta, GA 30363-1017

Re: Extension of Tolling Agreement between Ronald Glass, as Plan Administrator of Cornerstone Ministries Investments, Inc. and as Private Actions Trustee of the CMI Private Actions Trust, and John T. Ottinger, Jr., dated January 7, 2010.

Mr. Thomson:

A Tolling Agreement (the "**Original Tolling Agreement**") was entered into and became effective on January 7, 2010, between John T. Ottinger, Jr. and my client, Ronald Glass, as Plan Administrator of Cornerstone Ministries Investments, Inc. and as Private Actions Trustee of the CMI Private Actions Trust. On April 29, 2010, the parties agreed to extend the terms of the Original Tolling Agreement through June 1, 2010. This letter will serve to confirm that the parties have further agreed that the Original Tolling Agreement is extended through **June 15, 2010**, on the same terms contained in the Original Tolling Agreement. This extension is, as further agreed, without prejudice to the rights and positions of either side in this matter.

Please countersign and return a copy of this letter to acknowledge that I have correctly stated the parties' agreement.

Regards,

REID DAVIS LLP

By: 

P. Jason Collins

Counsel for Ronald Glass, as Plan Administrator of  
Cornerstone Ministries Investments, Inc.  
and as Private Actions Trustee of the  
CMI Private Actions Trust

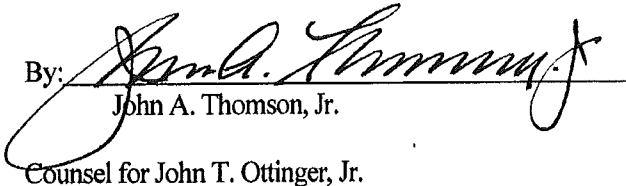
John A. Thomson, Jr., Esq., WOMBLE, CARLYLE, SANDRIDGE & RICE, PLLC  
Re: Tolling Agreement Extension  
May 21, 2010  
Page 2

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**AGREED AND ACCEPTED:**

WOMBLE, CARLYLE, SANDRIDGE & RICE, PLLC

By:

  
John A. Thomson, Jr.

Date:

5/24/2010


Counsel for John T. Ottinger, Jr.

REID  
DAVIS  
LLP

4301 Westbank Drive  
Building B, Suite 230  
Austin, Texas 78746  
www.reiddavis.com

P. Jason Collins | Partner  
512.647.6106  
jcollins@reiddavis.com

April 29, 2010

 VIA EMAIL ([jthomson@wcsr.com](mailto:jthomson@wcsr.com))

John A. Thomson, Jr., Esq.  
WOMBLE, CARLYLE, SANDRIDGE & RICE, PLLC  
271-17<sup>th</sup> Street, Suite 2400  
Atlanta, GA 30363-1017

Re: Tolling Agreement between Ronald Glass, as Plan Administrator of Cornerstone Ministries Investments, Inc. and as Private Actions Trustee of the CMI Private Actions Trust, and John T. Ottinger, Jr., dated January 7, 2010.


Mr. Thomson:

A Tolling Agreement (the “**Original Tolling Agreement**”) was entered into and became effective on January 7, 2010, between John T. Ottinger, Jr. and my client, Ronald Glass, as Plan Administrator of Cornerstone Ministries Investments, Inc. and as Private Actions Trustee of the CMI Private Actions Trust. This letter will serve to confirm that the parties have further agreed that the Original Tolling Agreement is extended through **June 1, 2010**, on the same terms contained in the Original Tolling Agreement. This extension is, as further agreed, without prejudice to the rights and positions of either side in this matter.

Please countersign and return a copy of this letter to acknowledge that I have correctly stated the parties’ agreement.

Regards,

REID DAVIS LLP

By:   
P. Jason Collins

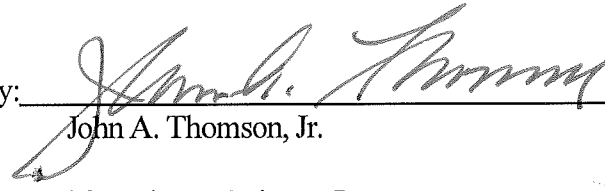
Counsel for Ronald Glass, as Plan Administrator of  
Cornerstone Ministries Investments, Inc.  
and as Private Actions Trustee of the  
CMI Private Actions Trust

John A. Thomson, Jr., Esq., WOMBLE, CARLYLE, SANDRIDGE & RICE, PLLC  
Re: Tolling Agreement Extension  
April 29, 2010  
Page 2

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**AGREED AND ACCEPTED:**

WOMBLE, CARLYLE, SANDRIDGE & RICE, PLLC

By:   
John A. Thomson, Jr.

Date: May 3, 2010

Counsel for John T. Ottinger, Jr.

## TOLLING AGREEMENT

1. This Tolling Agreement ("Tolling Agreement") is entered into between and among the following parties (collectively, the "Tolling Parties"):

- a. Ronald Glass, as Plan Administrator of Cornerstone Ministries Investments, Inc. and as Private Actions Trustee of the CMI Private Actions Trust (collectively, "Cornerstone"),
- b. John T. Ottinger, Jr. ("Ottinger").

2. The effective date of this Tolling Agreement is January 7, 2010 (the "Effective Date"). The agreed tolling period is from the Effective Date to 11:59 p.m., Eastern Standard Time, on May 6, 2010, or such later date as may be mutually agreed to in writing by the Tolling Parties (the "Tolling Period").

3. Cornerstone believes that it has certain causes of action, rights of action, and claims against Ottinger, including but not limited to claims for breach of fiduciary duty arising out of Ottinger's acts and omissions as a director and officer of Cornerstone Ministries Investments, Inc. ("CMI"), that Cornerstone asserts to have caused CMI damages (the "Tolled Claims"). Ottinger disputes the validity of the Tolled Claims.

4. The Tolling Parties expressly stipulate, covenant, and agree that forbearance by Cornerstone from filing a lawsuit, complaint, or petition based on the Tolled Claims during the Tolling Period is good and adequate consideration for the stipulations, covenants, and agreements of Ottinger contained in this Tolling Agreement.

5. The Tolling Parties expressly stipulate, covenant, and agree that the running of any and all statutes of limitations, statutes of repose, laches periods, or other time deadlines (whether statutory, equitable, contractual, or otherwise, including, without limitation, sections 108, 546, and 550 of the Bankruptcy Code) relating to the Tolled Claims is hereby tolled through and including the Tolling Period, such that any of the Tolled Claims that are viable as of the Effective Date of this Tolling Agreement remain viable, by reason of such tolling, throughout the Tolling Period. Ottinger also expressly stipulates, covenants, and agrees that it will not include the entirety of Tolling period as part of its calculations if it asserts that the Tolled Claims are barred, in whole or in part, by laches, waiver, estoppel, or by the expiration of any applicable limitations period or by any other time-related defense.

6. The Tolling Parties further stipulate, covenant, and agree that the execution of this Tolling Agreement does not operate to revive any potential causes of action on which the applicable statute of limitations or other time deadlines have already expired or will expire prior to the Effective Date; provided, however, that this Tolling Agreement shall not affect any party's right to assert the revival or tolling of any applicable statute of limitations by operation of law or

statute, to the extent such right existed as of the Effective Date and is independent of this Tolling Agreement.

7. Ottinger shall not file any suit seeking declaratory or other relief against Cornerstone relating to the Tolled Claims prior to the expiration of the Tolling Period.

8. During the Tolling Period, the Tolling Parties agree to preserve all documents, records, and other potential evidence, in electronic form or otherwise, within their care, custody, or control that relate in any way whatsoever to the Tolled Claims.

9. The Tolling Parties, by execution of this Tolling Agreement, do not admit liability for any claims or causes of action that might be asserted by the Tolling Parties, and this Tolling Agreement is not evidence of any admission by any of the Tolling Parties that any valid claim or cause of action exists against any of the Tolling Parties.

10. Notice to each of the Tolling Parties shall be given, by certified mail, to the following individuals:

For Cornerstone:

P. Jason Collins, Esq.  
REID DAVIS LLP  
7800 Shoal Creek Boulevard, Suite 210 West  
Austin, Texas 78757

For Ottinger:

John A. Thomson, Jr., Esq.  
WOMBLE, CARLYLE, SANDRIDGE & RICE, PLLC  
271 17<sup>th</sup> Street  
Suite 2400  
Atlanta, Georgia 30363-1017

11. The Tolling Parties mutually warrant and represent that, prior to the execution of this Tolling Agreement, (a) each of them has thoroughly read this Tolling Agreement and conducted an independent and thorough investigation of all pertinent facts; (b) each of them has thoroughly informed itself of the terms, consents, conditions, and effects of this Tolling Agreement; (c) each of them has obtained the advice and benefit of counsel of its own choosing; (d) no representations of any kind have been made to it by or in behalf of any of the parties other than as expressly set forth in this Tolling Agreement; and (e) each of them thereafter elected knowingly and voluntarily to execute and enter into this Tolling Agreement.



12. Each of the Tolling Parties stipulates, agrees and warrants that (a) the terms, extent, and duration of this Tolling Agreement are reasonable; (b) it will not challenge or contest in any way the capacity or the authority of any party hereto to make the agreements, covenants, waivers, stipulations, and warranties herein set forth, (c) the person or persons executing this Tolling Agreement on behalf of each party has the necessary and appropriate authority and capacity to execute this Tolling Agreement and to make this Tolling Agreement binding upon and enforceable against that party; and (d) the consideration for this agreement is mutual and adequate.

13. This Tolling Agreement shall be binding upon and inure to the benefit of the undersigned parties and their respective current and former partners, members, lawyers, predecessors, shareholders, officers, directors, employees, agents, trustees, managers, representatives, successors and assigns.

14. This Tolling Agreement constitutes the entire agreement between the undersigned parties with respect to the subject matter hereof, and any prior oral or written statement concerning same is merged herein for all purposes, and shall be of no force and effect.

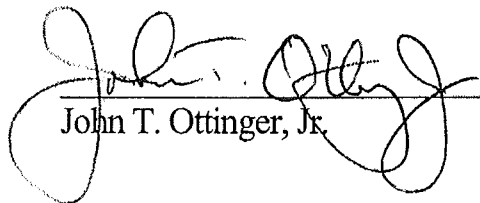
15. This Tolling Agreement can be amended, supplemented, modified or changed only by a written instrument signed by all parties hereto and making specific reference to this Tolling Agreement. The Tolling period will end on May 6, 2010, absent such a mutually executed written instrument.


16. This Tolling Agreement may be executed in any number of counterparts with the same effect as if the signatures on each counterpart were upon a single instrument. All counterparts, taken together, shall constitute the Tolling Agreement.

17. This Tolling Agreement shall be governed by, construed, and enforced in accordance with the substantive law of the State of Georgia, without regard to its rules and principles regarding the conflicts of laws.

John T. Ottinger, Jr.

Ronald Glass, as Plan Administrator of  
Cornerstone Ministries Investments, Inc. and as  
Private Actions Trustee of the CMI Private  
Actions Trust

  
\_\_\_\_\_  
John T. Ottinger, Jr.

  
\_\_\_\_\_  
By: P. Jason Collins, Esq.  
REID DAVIS LLP

COUNSEL FOR CORNERSTONE



4301 Westbank Drive  
Building B, Suite 230  
Austin, Texas 78746  
www.reiddavis.com

P. Jason Collins, Partner  
512.647.6106 (office)  
jcollins@reiddavis.com

June 29, 2010

John A. Thomson, Jr. Esq.  
WOMBLE, CARLYLE, SANDRIDGE & RICE, PLLC  
271 17<sup>th</sup> Street  
Suite 2400  
Atlanta, Georgia 30363-1017

Re: Tolling Agreement between Ron Glass as Plan Administrator of Cornerstone Ministries Investments, Inc. and as Private Actions Trustee of the CMI Private Actions Trust, and Julie Ottinger dated June 11, 2010.

Mr. Thomson:

A Tolling Agreement (the "Original Tolling Agreement") was entered into and became effective on June 11, 2010, between Julie Ottinger and my client, Ron Glass as Plan Administrator of Cornerstone Ministries Investments, Inc. and as Private Actions Trustee of the CMI Private Actions Trust. This letter will serve to confirm that the parties have further agreed that the Original Tolling Agreement is extended to and including **July 1, 2010**, on the same terms contained in the Original Tolling Agreement. This extension is, as further agreed, without prejudice to the rights and positions of either side in this matter.

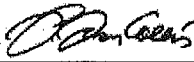
Please countersign and return a copy of this letter to acknowledge that I have correctly stated the parties' understanding.

Mr. John A. Thomson, Jr.  
Re: CMI Tolling Agreement Extension  
June 29, 2010  
Page 2

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Regards,

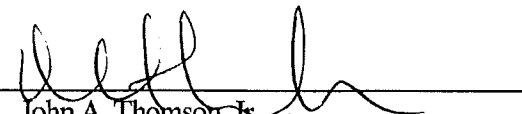
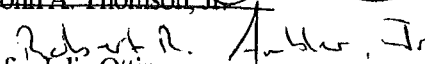
REID DAVIS LLP

By:   
P. Jason Collins

Counsel for Ronald Glass, as Plan Administrator of  
Cornerstone Ministries Investments, Inc.  
and as Private Actions Trustee of the  
CMI Private Actions Trust

**AGREED AND ACCEPTED:**

WOMBLE, CARLYLE, SANDRIDGE & RICE, PLLC

By:   
John A. Thomson, Jr.  
  
Robert R. Anker, Jr.  
Counsel for Julie Ottinger

Date: 6/29/2010

## TOLLING AGREEMENT

1. This Tolling Agreement ("Tolling Agreement") is entered into between and among the following parties (collectively, the "Tolling Parties"):

- a. Ronald Glass, as Plan Administrator of Cornerstone Ministries Investments, Inc. and as Private Actions Trustee of the CMI Private Actions Trust (collectively, "Cornerstone"),
- b. Julie Ottinger ("Ottinger").

2. The effective date of this Tolling Agreement is June 11, 2010 (the "Effective Date"). The agreed tolling period is from the Effective Date to 11:59 p.m., Eastern Standard Time, on June 30, 2010, or such later date as may be mutually agreed to in writing by the Tolling Parties (the "Tolling Period").

3. Cornerstone believes that it has certain causes of action, rights of action, and claims against Ottinger, including but not limited to fraudulent transfer claims that caused CMI and/or its bondholders to suffer millions of dollars in damages (the "Tolled Claims"). Ottinger disputes the validity of the Tolled Claims.

4. The Tolling Parties expressly stipulate, covenant, and agree that forbearance by Cornerstone from filing a lawsuit, complaint, or petition based on the Tolled Claims during the Tolling Period is good and adequate consideration for the stipulations, covenants, and agreements of Ottinger contained in this Tolling Agreement.

5. The Tolling Parties expressly stipulate, covenant, and agree that the running of any and all statutes of limitations, statutes of repose, laches periods, or other time deadlines (whether statutory, equitable, contractual, or otherwise, including, without limitation, sections 108, 546, and 550 of the Bankruptcy Code) relating to the Tolled Claims is hereby tolled through and including the Tolling Period, such that any of the Tolled Claims that are viable as of the Effective Date of this Tolling Agreement remain viable, by reason of such tolling, throughout the Tolling Period. Ottinger also expressly stipulates, covenants, and agrees that she will not include the entirety of Tolling period as part of her calculations if she asserts that the Tolled Claims are barred, in whole or in part, by laches, waiver, estoppel, or by the expiration of any applicable limitations period or by any other time-related defense.

6. The Tolling Parties further stipulate, covenant, and agree that the execution of this Tolling Agreement does not operate to revive any potential causes of action on which the applicable statute of limitations or other time deadlines have already expired or will expire prior to the Effective Date; provided, however, that this Tolling Agreement shall not affect any party's right to assert the revival or tolling of any applicable statute of

limitations by operation of law or statute, to the extent such right existed as of the Effective Date and is independent of this Tolling Agreement.

7. Ottinger shall not file any suit seeking declaratory or other relief against Cornerstone relating to the Tolled Claims prior to the expiration of the Tolling Period.

8. During the Tolling Period, the Tolling Parties agree to preserve all documents, records, and other potential evidence, in electronic form or otherwise, within their care, custody, or control that relate in any way whatsoever to the Tolled Claims.

9. The Tolling Parties, by execution of this Tolling Agreement, do not admit liability for any claims or causes of action that might be asserted by the Tolling Parties, and this Tolling Agreement is not evidence of any admission by any of the Tolling Parties that any valid claim or cause of action exists against any of the Tolling Parties.

10. Notice to each of the Tolling Parties shall be given, by certified mail, to the following individuals:

For Cornerstone:

P. Jason Collins, Esq.  
REID DAVIS LLP  
7800 Shoal Creek Boulevard, Suite 210 West  
Austin, Texas 78757

For Ottinger:

John A. Thompson, Jr., Esq.  
WOMBLE, CARLYLE, SANDRIDGE & RICE, PLLC  
3500 One Atlantic Center  
1201 West Peachtree Street  
Atlanta, Georgia 30309

11. The Tolling Parties mutually warrant and represent that, prior to the execution of this Tolling Agreement, (a) each of them has thoroughly read this Tolling Agreement and conducted an independent and thorough investigation of all pertinent facts; (b) each of them has thoroughly informed itself of the terms, consents, conditions, and effects of this Tolling Agreement; (c) each of them has obtained the advice and benefit of counsel of its own choosing; (d) no representations of any kind have been made to it by or in behalf of any of the parties other than as expressly set forth in this Tolling Agreement; and (e) each of them thereafter elected knowingly and voluntarily to execute and enter into this Tolling Agreement.

12. Each of the Tolling Parties stipulates, agrees and warrants that (a) the terms, extent, and duration of this Tolling Agreement are reasonable; (b) it will not challenge or contest in any way the capacity or the authority of any party hereto to make the agreements, covenants, waivers, stipulations, and warranties herein set forth, (c) the person or persons executing this Tolling Agreement on behalf of each party has the necessary and appropriate authority and capacity to execute this Tolling Agreement and to make this Tolling Agreement binding upon and enforceable against that party; and (d) the consideration for this agreement is mutual and adequate.

13. This Tolling Agreement shall be binding upon and inure to the benefit of the undersigned parties and their respective current and former partners, members, lawyers, predecessors, shareholders, officers, directors, employees, agents, trustees, managers, representatives, successors and assigns.

14. This Tolling Agreement constitutes the entire agreement between the undersigned parties with respect to the subject matter hereof, and any prior oral or written statement concerning same is merged herein for all purposes, and shall be of no force and effect.

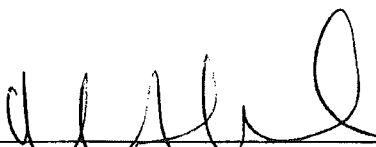
15. This Tolling Agreement can be amended, supplemented, modified or changed only by a written instrument signed by all parties hereto and making specific reference to this Tolling Agreement. The Tolling period will end on June 30, 2010, absent such a mutually executed written instrument.


16. This Tolling Agreement may be executed in any number of counterparts with the same effect as if the signatures on each counterpart were upon a single instrument. All counterparts, taken together, shall constitute the Tolling Agreement.

17. This Tolling Agreement shall be governed by, construed, and enforced in accordance with the substantive law of the State of Georgia, without regard to its rules and principles regarding the conflicts of laws.

Julie Ottinger

Ronald Glass, as Plan Administrator of  
Cornerstone Ministries Investments, Inc. and as  
Private Actions Trustee of the CMI Private  
Actions Trust

  
By: Robert R. Ambler, Jr., Esq.  
WOMBLE, CARLYLE, SANDRIDGE &  
RICE, PLLC

  
By: P. Jason Collins, Esq.  
REID DAVIS LLP

COUNSEL FOR OTTINGER

COUNSEL FOR CORNERSTONE



4301 Westbank Drive  
Building B, Suite 230  
Austin, Texas 78746  
www.reiddavis.com

P. Jason Collins | Partner  
512.647.6106  
jcollins@reiddavis.com

June 29, 2010

 VIA EMAIL ([dstewart@smf-law.com](mailto:dstewart@smf-law.com))

Douglas Stewart, Esq.  
STEWART, MELVIN & FROST, LLP  
200 Main Street  
Hunt Tower, Suite 600  
Gainesville, GA 30501

Re: Extension of Tolling Agreement between Ronald Glass, as Plan Administrator of Cornerstone Ministries Investments, Inc. and as Private Actions Trustee of the CMI Private Actions Trust, and Jack Wehmiller, dated January 7, 2010.

Mr. Stewart:

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Douglas Stewart, Esq., STEWART, MELVIN & FROST, LLP  
Re: Tolling Agreement Extension  
June 29, 2010  
Page 2

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Please countersign and return a copy of this letter to acknowledge that I have correctly stated the parties' agreement.

Regards,

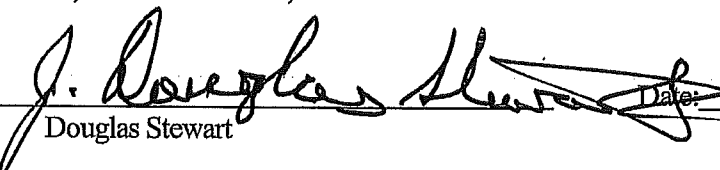
REID DAVIS LLP

By:   
P. Jason Collins

Counsel for Ronald Glass, as Plan Administrator of  
Cornerstone Ministries Investments, Inc.  
and as Private Actions Trustee of the  
CMI Private Actions Trust

**AGREED AND ACCEPTED:**

STEWART, MELVIN & FROST, LLP

By:  Date: 6/29/10  
Douglas Stewart  
Counsel for Jack Wehmiller





4301 Westbank Drive  
Building B, Suite 230  
Austin, Texas 78746  
www.reiddavis.com

P. Jason Collins | Partner  
512.647.6106  
jcollins@reiddavis.com

---

June 11, 2010

 VIA EMAIL ([dstewart@smf-law.com](mailto:dstewart@smf-law.com))

Douglas Stewart, Esq.  
STEWART, MELVIN & FROST, LLP  
200 Main Street  
Hunt Tower, Suite 600  
Gainesville, GA 30501

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Douglas Stewart, Esq., STEWART, MELVIN & FROST, LLP  
Re: Tolling Agreement Extension  
June 11, 2010  
Page 2

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Regards,


REID DAVIS LLP

By:   
P. Jason Collins

Counsel for Ronald Glass, as Plan Administrator of  
Cornerstone Ministries Investments, Inc.  
and as Private Actions Trustee of the  
CMI Private Actions Trust

**AGREED AND ACCEPTED:**

STEWART, MELVIN & FROST, LLP

By:   
Douglas Stewart

Date: 6/11/10

Counsel for Jack Wehmiller

REID  
DAVIS  
LLP

4301 Westbank Drive  
Building B, Suite 230  
Austin, Texas 78746  
www.reiddavis.com

P. Jason Collins | Partner  
512.647.6106  
jcollins@reiddavis.com

May 21, 2010

 VIA EMAIL ([dstewart@smf-law.com](mailto:dstewart@smf-law.com))

Douglas Stewart, Esq.  
STEWART, MELVIN & FROST, LLP  
200 Main Street  
Hunt Tower, Suite 600  
Gainesville, GA 30501

Re: Extension of Tolling Agreement between Ronald Glass, as Plan Administrator of Cornerstone Ministries Investments, Inc. and as Private Actions Trustee of the CMI Private Actions Trust, and Jack Wehmiller, dated January 7, 2010.

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Please countersign and return a copy of this letter to acknowledge that I have correctly stated the parties' agreement.

Regards,

REID DAVIS LLP

By: 

\_\_\_\_\_  
P. Jason Collins

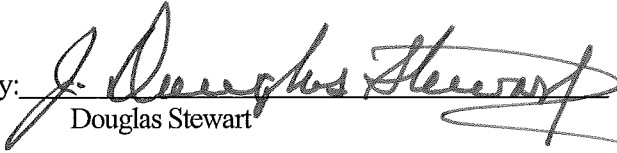
Counsel for Ronald Glass, as Plan Administrator of  
Cornerstone Ministries Investments, Inc.  
and as Private Actions Trustee of the  
CMI Private Actions Trust

Douglas Stewart, Esq., STEWART, MELVIN & FROST, LLP  
Re: Tolling Agreement Extension  
May 21, 2010  
Page 2

---

**AGREED AND ACCEPTED:**

STEWART, MELVIN & FROST, LLP

By:   
Douglas Stewart

Date: 5/24/10

Counsel for Jack Wehmiller

REID  
DAVIS  
LLP

4301 Westbank Drive  
Building B, Suite 230  
Austin, Texas 78746  
www.reiddavis.com

P. Jason Collins | Partner  
512.647.6106  
jcollins@reiddavis.com

April 29, 2010

VIA EMAIL ([dstewart@smf-law.com](mailto:dstewart@smf-law.com))

Douglas Stewart, Esq.  
STEWART, MELVIN & FROST, LLP  
200 Main Street  
Hunt Tower, Suite 600  
Gainesville, GA 30501

Re: Tolling Agreement between Ronald Glass, as Plan Administrator of Cornerstone Ministries Investments, Inc. and as Private Actions Trustee of the CMI Private Actions Trust, and Jack Wehmiller, dated January 7, 2010.


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Regards,

REID DAVIS LLP

By:   
P. Jason Collins

Counsel for Ronald Glass, as Plan Administrator of  
Cornerstone Ministries Investments, Inc.  
and as Private Actions Trustee of the  
CMI Private Actions Trust

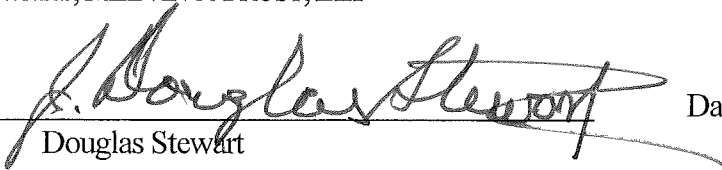
Douglas Stewart, Esq., STEWART, MELVIN & FROST, LLP  
Re: Tolling Agreement Extension  
April 29, 2010  
Page 2

---

**AGREED AND ACCEPTED:**

STEWART, MELVIN & FROST, LLP

By: \_\_\_\_\_



Douglas Stewart

Date: \_\_\_\_\_

4/30/10

Counsel for Jack Wehmiller

## TOLLING AGREEMENT

1. This Tolling Agreement ("Tolling Agreement") is entered into between and among the following parties (collectively, the "Tolling Parties"):

- a. Ronald Glass, as Plan Administrator of Cornerstone Ministries Investments, Inc. and as Private Actions Trustee of the CMI Private Actions Trust (collectively, "Cornerstone"),
- b. Jack Wehmiller ("Wehmiller").

2. The effective date of this Tolling Agreement is January 7, 2010 (the "Effective Date"). The agreed tolling period is from the Effective Date to 11:59 p.m., Eastern Standard Time, on May 6, 2010, or such later date as may be mutually agreed to in writing by the Tolling Parties (the "Tolling Period").

3. Cornerstone believes that it has certain causes of action, rights of action, and claims against Wehmiller, including but not limited to claims for breach of fiduciary duty arising out of Wehmiller's acts and omissions as a director and officer of Cornerstone Ministries Investments, Inc. ("CMI"), that caused CMI to suffer tens of millions of dollars in damages (the "Tolled Claims"). Wehmiller disputes the validity of the Tolled Claims.

4. The Tolling Parties expressly stipulate, covenant, and agree that forbearance by Cornerstone from filing a lawsuit, complaint, or petition based on the Tolled Claims during the Tolling Period is good and adequate consideration for the stipulations, covenants, and agreements of Wehmiller contained in this Tolling Agreement.

5. The Tolling Parties expressly stipulate, covenant, and agree that the running of any and all statutes of limitations, statutes of repose, laches periods, or other time deadlines (whether statutory, equitable, contractual, or otherwise, including, without limitation, sections 108, 546, and 550 of the Bankruptcy Code) relating to the Tolled Claims is hereby tolled through and including the Tolling Period, such that any of the Tolled Claims that are viable as of the Effective Date of this Tolling Agreement remain viable, by reason of such tolling, throughout the Tolling Period. Wehmiller also expressly stipulates, covenants, and agrees that it will not include the entirety of Tolling period as part of its calculations if it asserts that the Tolled Claims are barred, in whole or in part, by laches, waiver, estoppel, or by the expiration of any applicable limitations period or by any other time-related defense.

6. The Tolling Parties further stipulate, covenant, and agree that the execution of this Tolling Agreement does not operate to revive any potential causes of action on which the applicable statute of limitations or other time deadlines have already expired or will expire prior to the Effective Date; provided, however, that this Tolling Agreement shall

not affect any party's right to assert the revival or tolling of any applicable statute of limitations by operation of law or statute, to the extent such right existed as of the Effective Date and is independent of this Tolling Agreement.

7. Wehmiller shall not file any suit seeking declaratory or other relief against Cornerstone relating to the Tolled Claims prior to the expiration of the Tolling Period.

8. During the Tolling Period, the Tolling Parties agree to preserve all documents, records, and other potential evidence, in electronic form or otherwise, within their care, custody, or control that relate in any way whatsoever to the Tolled Claims.

9. The Tolling Parties, by execution of this Tolling Agreement, do not admit liability for any claims or causes of action that might be asserted by the Tolling Parties, and this Tolling Agreement is not evidence of any admission by any of the Tolling Parties that any valid claim or cause of action exists against any of the Tolling Parties.

10. Notice to each of the Tolling Parties shall be given, by certified mail, to the following individuals:

For Cornerstone:

P. Jason Collins, Esq.  
REID DAVIS LLP  
7800 Shoal Creek Boulevard, Suite 210 West  
Austin, Texas 78757

For Wehmiller:

Douglas Stewart, Esq.  
STEWART, MELVIN & FROST, L.L.P  
Hunt Tower, Suite 600  
200 Main Street  
Gainesville, Georgia 30501

11. The Tolling Parties mutually warrant and represent that, prior to the execution of this Tolling Agreement, (a) each of them has thoroughly read this Tolling Agreement and conducted an independent and thorough investigation of all pertinent facts; (b) each of them has thoroughly informed itself of the terms, consents, conditions, and effects of this Tolling Agreement; (c) each of them has obtained the advice and benefit of counsel of its own choosing; (d) no representations of any kind have been made to it by or in behalf of any of the parties other than as expressly set forth in this Tolling Agreement; and (e) each of them thereafter elected knowingly and voluntarily to execute and enter into this Tolling Agreement.



12. Each of the Tolling Parties stipulates, agrees and warrants that (a) the terms, extent, and duration of this Tolling Agreement are reasonable; (b) it will not challenge or contest in any way the capacity or the authority of any party hereto to make the agreements, covenants, waivers, stipulations, and warranties herein set forth, (c) the person or persons executing this Tolling Agreement on behalf of each party has the necessary and appropriate authority and capacity to execute this Tolling Agreement and to make this Tolling Agreement binding upon and enforceable against that party; and (d) the consideration for this agreement is mutual and adequate.

13. This Tolling Agreement shall be binding upon and inure to the benefit of the undersigned parties and their respective current and former partners, members, lawyers, predecessors, shareholders, officers, directors, employees, agents, trustees, managers, representatives, successors and assigns.

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Jack Wehmiller

Ronald Glass, as Plan Administrator of  
Cornerstone Ministries Investments, Inc. and as  
Private Actions Trustee of the CMI Private  
Actions Trust

  
By: Douglas Stewart, Esq.  
STEWART, MELVIN & FROST, L.L.P.

  
By: P. Jason Collins, Esq.  
REID DAVIS LLP

COUNSEL FOR WEHMILLER

COUNSEL FOR CORNERSTONE



4301 Westbank Drive  
Building B, Suite 230  
Austin, Texas 78746  
www.reiddavis.com

P. Jason Collins | Partner  
512.647.6106  
jcollins@reiddavis.com

June 29, 2010

 VIA EMAIL ([jwilson@wytllp.com](mailto:jwilson@wytllp.com))

Robert Jackson Wilson, Esq.  
WEBB, TANNER, POWELL, MERTZ & WILSON LLP  
10 Lumpkin Street  
PO Box 1390  
Lawrenceville, GA 30046

Re: Extension of Tolling Agreement between Ronald Glass, as Plan Administrator of Cornerstone Ministries Investments, Inc. and as Private Actions Trustee of the CMI Private Actions Trust, and Jayme S. Sickert, dated February 3, 2010.

Mr. Wilson:

A Tolling Agreement (the “**Original Tolling Agreement**”) was entered into and became effective on February 3, 2010, between Jayme S. Sickert and my client, Ronald Glass, as Plan Administrator of Cornerstone Ministries Investments, Inc. and as Private Actions Trustee of the CMI Private Actions Trust. Since that date, the parties have agreed to extend the terms of this agreement on multiple occasions:

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Robert Jackson Wilson, Esq., WEBB, TANNER, POWELL, MERTZ & WILSON LLP  
Re: Tolling Agreement Extension  
June 29, 2010  
Page 2

---

Please countersign and return a copy of this letter to acknowledge that I have correctly stated the parties' agreement.

Regards,

REID DAVIS LLP

By:   
P. Jason Collins

Counsel for Ronald Glass, as Plan Administrator of  
Cornerstone Ministries Investments, Inc.  
and as Private Actions Trustee of the  
CMI Private Actions Trust

**AGREED AND ACCEPTED:**

WEBB, TANNER, POWELL, MERTZ & WILSON LLP

By:   
Robert Jackson Wilson

Date: 6/29/10


Counsel for Jayme S. Sickert



4301 Westbank Drive  
Building B, Suite 230  
Austin, Texas 78746  
www.reiddavis.com

P. Jason Collins | Partner  
512.647.6106  
jcollins@reiddavis.com

June 11, 2010

 VIA EMAIL ([rwilson@wtpllp.com](mailto:rwilson@wtpllp.com))

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WEBB, TANNER, POWELL, MERTZ & WILSON LLP  
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Robert Jackson Wilson, Esq., WEBB, TANNER, POWELL, MERTZ & WILSON LLP  
Re: Tolling Agreement Extension  
June 11, 2010  
Page 2

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Regards,


REID DAVIS LLP

By:   
P. Jason Collins

Counsel for Ronald Glass, as Plan Administrator of  
Cornerstone Ministries Investments, Inc.  
and as Private Actions Trustee of the  
CMI Private Actions Trust

**AGREED AND ACCEPTED:**

WEBB, TANNER, POWELL, MERTZ & WILSON LLP

By:   
Robert Jackson Wilson *by Jody Campbell  
w/ express permission*

Date: 6/14/10

Counsel for Jayme S. Sickert

REID  

---

DAVIS  
LLP

4301 Westbank Drive  
Building B, Suite 230  
Austin, Texas 78746  
www.reiddavis.com

P. Jason Collins | Partner  
512.647.6106  
jcollins@reiddavis.com

May 21, 2010

 VIA EMAIL ([twilson@vtpllp.com](mailto:twilson@vtpllp.com))

Robert Jackson Wilson, Esq.  
WEBB, TANNER, POWELL, MERTZ & WILSON LLP  
10 Lumpkin Street  
PO Box 1390  
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Regards,

REID DAVIS LLP

By: 

P. Jason Collins

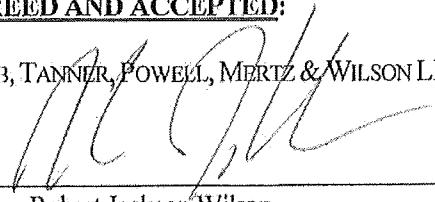
Counsel for Ronald Glass, as Plan Administrator of  
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Robert Jackson Wilson, Esq., WEBB, TANNER, POWELL, MERTZ & WILSON LLP  
Re: Tolling Agreement Extension  
May 21, 2010  
Page 2

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**AGREED AND ACCEPTED:**

WEBB, TANNER, POWELL, MERTZ & WILSON LLP

By:   
Robert Jackson Wilson

Date: 5/24/10

Counsel for Jayme S. Sickert

REID  
DAVIS  
LLP

4301 Westbank Drive  
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www.reiddavis.com

P. Jason Collins | Partner  
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jcollins@reiddavis.com

April 29, 2010

VIA EMAIL ([rwilson@wtpllp.com](mailto:rwilson@wtpllp.com))

Robert Jackson Wilson, Esq.  
WEBB, TANNER, POWELL, MERTZ & WILSON LLP  
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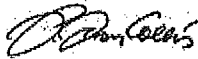
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REID DAVIS LLP

By:   
P. Jason Collins

Counsel for Ronald Glass, as Plan Administrator of  
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Robert Jackson Wilson, Esq., WEBB, TANNER, POWELL, MERTZ & WILSON LLP  
Re: Tolling Agreement Extension  
April 29, 2010  
Page 2

---

**AGREED AND ACCEPTED:**

WEBB, TANNER, POWELL, MERTZ & WILSON LLP

By: \_\_\_\_\_

Robert Jackson Wilson

Date: \_\_\_\_\_

4/30/10

Counsel for Jayme S. Sickert

## TOLLING AGREEMENT

1. This Tolling Agreement ("Tolling Agreement") is entered into between and among the following parties (collectively, the "Tolling Parties"):

- a. Ronald Glass, as Plan Administrator of Cornerstone Ministries Investments, Inc. and as Private Actions Trustee of the CMI Private Actions Trust (collectively, "Cornerstone"),
- b. Jayme S. Sickert ("Sickert").

2. The effective date of this Tolling Agreement is February 3, 2010 (the "Effective Date"). The agreed tolling period is from the Effective Date to 11:59 p.m., Eastern Standard Time, on May 6, 2010, or such later date as may be mutually agreed to in writing by the Tolling Parties (the "Tolling Period").

3. Cornerstone believes that it has certain causes of action, rights of action, and claims against Sickert, including but not limited to claims for breach of fiduciary duty arising out of Sickert's acts and omissions as director of Cornerstone Ministries Investments, Inc. ("CMI") that Cornerstone asserts to have caused CMI damages (the "Tolled Claims"). Sickert disputes the validity of the Tolled Claims.

4. The Tolling Parties expressly stipulate, covenant, and agree that forbearance by Cornerstone from filing a lawsuit, complaint, or petition based on the Tolled Claims during the Tolling Period is good and adequate consideration for the stipulations, covenants, and agreements of Sickert contained in this Tolling Agreement.

5. The Tolling Parties expressly stipulate, covenant, and agree that the running of any and all statutes of limitations, statutes of repose, laches periods, or other time deadlines (whether statutory, equitable, contractual, or otherwise, including, without limitation, sections 108, 546, and 550 of the Bankruptcy Code) relating to the Tolled Claims is hereby tolled through and including the Tolling Period, such that any of the Tolled Claims remain viable, by reason of such tolling, throughout the Tolling Period. Sickert also expressly stipulates, covenants, and agrees that it will not include the entirety of the Tolling Period as part of its calculations if it asserts that the Tolled Claims are barred, in whole or in part, by laches, waiver, estoppel, or by the expiration of any applicable limitations period or by any other time-related defense.

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by operation of law or statute, to the extent such right existed as of the Effective Date and is independent of this Tolling Agreement.

7. Sickert shall not file any suit seeking declaratory or other relief against Cornerstone relating to the Tolled Claims prior to the expiration of the Tolling Period.

8. During the Tolling Period, the Tolling Parties agree to preserve all documents, records, and other potential evidence, in electronic form or otherwise, within their care, custody, or control that relate in any way whatsoever to the Tolled Claims.

9. The Tolling Parties, by execution of this Tolling Agreement, do not admit liability for any claims or causes of action that might be asserted by the Tolling Parties, and this Tolling Agreement is not evidence of any admission by any of the Tolling Parties that any valid claim or cause of action exists against any of the Tolling Parties.

10. Notice to each of the Tolling Parties shall be given, by certified mail, to the following individuals:

For Cornerstone:

Gregory S. Schwegmann, Esq.  
REID DAVIS LLP  
7800 Shoal Creek Boulevard, Suite 210 West  
Austin, Texas 78757

For Sickert:

Jayne S. Sickert  
950 Landover Crossing  
Suwanee, GA 30024

11. The Tolling Parties mutually warrant and represent that, prior to the execution of this Tolling Agreement, (a) each of them has thoroughly read this Tolling Agreement and conducted an independent and thorough investigation of all pertinent facts; (b) each of them has thoroughly informed itself of the terms, consents, conditions, and effects of this Tolling Agreement; (c) each of them has obtained the advice and benefit of counsel of its own choosing; (d) no representations of any kind have been made to it by or in behalf of any of the parties other than as expressly set forth in this Tolling Agreement; and (e) each of them thereafter elected knowingly and voluntarily to execute and enter into this Tolling Agreement.

12. Each of the Tolling Parties stipulates, agrees and warrants that (a) the terms, extent, and duration of this Tolling Agreement are reasonable; (b) it will not challenge or contest in any way the capacity or the authority of any party hereto to make the agreements,

covenants, waivers, stipulations, and warranties herein set forth, (c) the person or persons executing this Tolling Agreement on behalf of each party has the necessary and appropriate authority and capacity to execute this Tolling Agreement and to make this Tolling Agreement binding upon and enforceable against that party; and (d) the consideration for this agreement is mutual and adequate.

13. This Tolling Agreement shall be binding upon and inure to the benefit of the undersigned parties and their respective current and former partners, members, lawyers, predecessors, shareholders, officers, directors, employees, agents, trustees, managers, representatives, successors and assigns.

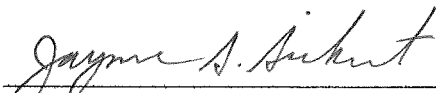
14. This Tolling Agreement constitutes the entire agreement between the undersigned parties with respect to the subject matter hereof, and any prior oral or written statement concerning same is merged herein for all purposes, and shall be of no force and effect.

15. This Tolling Agreement can be amended, supplemented, modified or changed only by a written instrument signed by all parties hereto and making specific reference to this Tolling Agreement. The Tolling period will end on May 6, 2010, absent such a mutually executed written instrument.

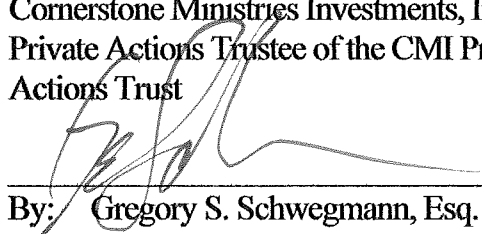
16. This Tolling Agreement may be executed in any number of counterparts with the same effect as if the signatures on each counterpart were upon a single instrument. All counterparts, taken together, shall constitute the Tolling Agreement.

17. This Tolling Agreement shall be governed by, construed, and enforced in accordance with the substantive law of the State of Georgia, without regard to its rules and principles regarding the conflicts of laws.

Jayne S. Sickert

  
\_\_\_\_\_  
Jayne S. Sickert

Ronald Glass, as Plan Administrator of  
Cornerstone Ministries Investments, Inc. and as  
Private Actions Trustee of the CMI Private  
Actions Trust

  
\_\_\_\_\_  
By: Gregory S. Schwegmann, Esq.  
REID DAVIS LLP

COUNSEL FOR CORNERSTONE

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
GAINESVILLE DIVISION**

IN RE:	)	BANKRUPTCY CASE NO.
	)	08-20355
CORNERSTONE MINISTRIES	)	
INVESTMENTS, INC.,	)	Chapter 11
	)	
Debtor.	)	JUDGE BRIZENDINE
_____	)	

**ORDER GRANTING MOTION FOR AUTHORITY TO SETTLE  
AND COMPROMISE CLAIMS AGAINST JOHN T. OTTINGER, JR.,  
JULIE OTTINGER, JACK R. WEHMILLER, AND JAYME S. SICKERT**

THIS CAUSE came before the Court at a hearing on September 14, 2010 at 1:30 p.m. (the "Hearing") to consider the Motion for Authority to Settle and Compromise Claims Against John T. Ottinger, Jr., Julie Ottinger, Jack R. Wehmiller and Jayme S. Sickert (the "Motion")<sup>1</sup> filed by Ronald L. Glass as plan administrator in the above-styled bankruptcy case and as private actions trustee of the CMI Private Actions Trust (the "Settling Plaintiffs' Representative") regarding the settlement and compromise reached with the Settling Defendants. The Court having considered the Motion and the statements of counsel at the Hearing determines as follows:

- A. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334;
- B. The relief requested in the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b);
- C. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409;
- D. Notice of the Motion is proper and no further notice is needed;
- E. The relief sought by the Motion is in the best interests of the estate of Cornerstone Ministries Investments, Inc., its creditors and beneficiaries of the Private Actions Trust; and
- F. There is an appropriate legal and factual basis for the relief granted in this Order.

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

1. The Motion is **GRANTED**.
2. The compromise and settlement detailed in the Motion is hereby approved and the parties are authorized to take all steps necessary to complete the settlement.
3. This Court shall retain exclusive jurisdiction over all claims arising out of the compromise and settlement detailed in the Motion and the Settling Plaintiffs' Representative, the Settling Defendants and all creditors and parties in interest are hereby enjoined from asserting any such claims in any court other than this Court.
4. Pursuant to Federal Rule of Bankruptcy Procedure 6004(g), this Order shall and is hereby deemed to be effective, operative and enforceable immediately upon entry, and no stay shall apply.

[END OF DOCUMENT]

Submitted by:

David J. Marmins  
BALCH & BINGHAM LLP  
30 Ivan Allen Jr. Boulevard, NW, Suite 700  
Atlanta, Georgia 30308  
Telephone: (404) 261-6020  
Facsimile: (866) 320-6793

*Attorney for Ronald L. Glass*

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<sup>1</sup> Capitalized terms not herein defined shall have the same meaning assigned to them in the Motion.

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
GAINESVILLE DIVISION**

In re: )  
 ) Case No.08-20355-REB  
CORNERSTONE MINISTRIES )  
INVESTMENTS, INC., ) CHAPTER 11  
 )  
Debtor. ) JUDGE BRIZENDINE

**NOTICE OF HEARING ON PLAN ADMINISTRATOR’S MOTION FOR AUTHORITY  
TO SETTLE AND COMPROMISE CLAIMS AGAINST JOHN T. OTTINGER, JR.,  
JULIE OTTINGER, JACK R. WEHMILLER, AND JAYME S. SICKERT**

Plan Administrator Ronald Glass (the “Plan Administrator”), by and through counsel, have filed papers on July 23, 2010 with the Court to obtain an order approving the Motion For Authority To Settle And Compromise Claims Against John T. Ottinger, Jr., Julie Ottinger, Jack R. Wehmiller, and Jayme S. Sickert (the “Motion”). A copy of the Motion can be found at the Claim Agent’s website, [www.bmcgroup.com/cornerstoneministries](http://www.bmcgroup.com/cornerstoneministries), and is incorporated herein by reference. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)**

If you do not want the court to approve the Motion, or if you want the court to consider your views on the Motion, then you or your attorney must file an objection to the Motion on or before September 7, 2010. A hearing on the Motion is scheduled to be held on September 14, 2010, at 1:30 p.m., U. S. Bankruptcy Northern District of Georgia, Gainesville Division, Courtroom 103, U. S. Courthouse, 121 Spring Street, S.E., Gainesville, Georgia.



If you or your attorney do not take these steps, the court may decide that you do not oppose the Motion and may enter an order granting the Motion.

This 23rd day of July, 2010.

s/ David J. Marmins  
David J. Marmins  
Georgia Bar No. 470630  
BALCH & BINGHAM LLP  
30 Ivan Allen Jr. Blvd., Suite 700  
Atlanta, Georgia 30308  
Telephone: (404) 261-6020  
Facsimile: (404) 261-3656

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
GAINESVILLE DIVISION**

In re: )  
 ) Case No.08-20355-REB  
CORNERSTONE MINISTRIES )  
INVESTMENTS, INC., ) CHAPTER 11  
 )  
Debtor. ) JUDGE BRIZENDINE

**CERTIFICATE OF SERVICE**

I, David J. Marmins, certify under penalty of perjury that I am over the age of 18 and that on July 23, 2010, I filed the MOTION FOR AUTHORITY TO SETTLE AND COMPROMISE CLAIMS AGAINST JOHN T. OTTINGER, JR., JULIE OTTINGER, JACK R. WEHMILLER, AND JAYME S. SICKERT together with a copy of the foregoing NOTICE, with the Clerk of Court using the CM/ECF system on July 23, 2010, which will automatically send e-mail notification of such filing to all attorneys of record.

Additionally, I hereby certify that on July 23, 2010, a copy of the foregoing MOTION FOR AUTHORITY TO SETTLE AND COMPROMISE CLAIMS AGAINST JOHN T. OTTINGER, JR., JULIE OTTINGER, JACK R. WEHMILLER, AND JAYME S. SICKERT was sent to BMC Group, Inc, the Official Claims and Noticing Agent for the Clerk of Court who will post the MOTION FOR AUTHORITY TO SETTLE AND COMPROMISE CLAIMS AGAINST JOHN T. OTTINGER, JR., JULIE OTTINGER, JACK R. WEHMILLER, AND JAYME S. SICKERT on its website and will serve the NOTICE by U.S. First Class Mail, properly addressed and postage prepaid, on all creditors. Upon completion, the claims agent will

prepare and file a secondary certificate of service with the Clerk of Court.

**/s/ David J. Marmins**

David J. Marmins

Georgia Bar No. 470630

BALCH & BINGHAM LLP

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