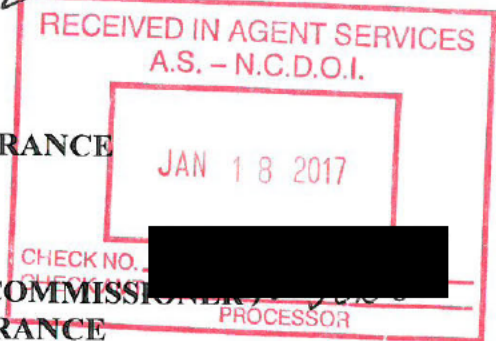


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**NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA**

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE
OF WILEY BROTHERS
AINTREE CAPITAL, LLC
LICENSE NO. 1000254314**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Wiley Brothers Aintree Capital, LLC (hereinafter "WILEY BROTHERS") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

WHEREAS, the Department has the authority and responsibility for enforcement of the insurance laws of this State, and for regulating and licensing insurance agents and business entities; and

WHEREAS, WILEY BROTHERS currently holds a non-resident Corporation (Business Entity) License with the Department; and

WHEREAS, North Carolina General Statute § 58-33-46a)(1) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of Chapter 58 of the General Statutes of North Carolina for providing materially incorrect, misleading, incomplete, or materially untrue information in the license application; and

WHEREAS, WILEY BROTHERS entered into an Acceptance, Waiver and Consent (AWC) agreement with the Financial Industry Regulatory Authority (FINRA) which was resolved effective September 24, 2015 that imposed a monetary fine in the amount of \$35,000.00; and

WHEREAS, WILEY BROTHERS entered into an Acceptance, Waiver and Consent (AWC) agreement with the Financial Industry Regulatory Authority (FINRA) which was resolved effective November 10, 2010 that imposed a monetary fine in the amount of \$7,500.00; and

WHEREAS, WILEY BROTHERS answered “No” to the question on its license renewal application for the years 2012 through 2016 regarding whether the business entity or any owner, partner, officer or director, or manager of a limited liability company, been named or involved as a party in an administrative proceeding regarding any professional or occupational license, or registration that has not been previously reported to this State; and

WHEREAS, WILEY BROTHERS admits to these violations of North Carolina General Statute § 58-33-46(a)(1); and

WHEREAS, North Carolina General Statute § 58-33-46(a)(2) provides that the Commissioner may place on probation, suspend, revoke, or refuse to issue or renew any license issued under Article 58 of the General Statutes of North Carolina for violating any insurance law of this or any other state, violating any administrative rule, subpoena, or order of the Commissioner or of another state’s regulator as well as FINRA; and

WHEREAS, WILEY BROTHERS has agreed to settle, compromise, and resolve the matters referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against WILEY BROTHERS; and

WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing, and have reached a mutually agreeable resolution of this matter as set out in this Agreement.

NOW, THEREFORE, in exchange for the consideration and promises and agreements set out herein, WILEY BROTHERS and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, WILEY BROTHERS shall pay a civil penalty of **\$1250.00** to the Department. The form of payment shall be by certified check, cashier’s check or money order. The check or money order for the payment of this civil penalty shall be payable to the “North Carolina Department of Insurance.” WILEY BROTHERS shall remit the civil penalty by certified mail, return receipt requested, to the Department along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Department no later than **January 16, 2017**. The civil penalty shall be subject to disbursement in accordance with the provisions of Article IX, Section 7 of the North Carolina Constitution for the benefit of public schools.
2. This Agreement does not in any way affect the Department’s disciplinary power in any future examination of WILEY BROTHERS or in any other complaints involving WILEY BROTHERS.
3. WILEY BROTHERS enters into this Agreement freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter. WILEY


BROTHERS understands it may consult with an attorney prior to entering into this Agreement.

4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. WILEY BROTHERS understands that N.C.G.S. § 58-33-46(a)(2) provides that a business entity's license may be revoked for violating an Order of the Commissioner.
5. This Agreement, when finalized, will be a public record and will **not** be held confidential by the Department. Following the execution of this Agreement, any and all licenses issued by the Department to WILEY BROTHERS shall reflect that Regulatory Action has been taken against it. The Department is free to disclose the contents of this Agreement with third parties upon request or pursuant to any law or policy providing for such disclosure. The Department routinely provides copies of voluntary settlement agreement to all companies that have appointed the licensee.
6. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.
7. Be aware that if a state or federal regulator other than the N. C. Department of Insurance has issued an occupational or professional license to you, that regulator may require you to report this administrative action to it.

This the ^{23rd}~~13th~~ day of January, 2017.

Wiley Brothers
Aintree Capital, LLC
License No. 1000254314

N.C. Department of Insurance


By: David Wiley ^{III}
President


By: ~~Angela Ford~~ Rebecca Shigley
Senior Deputy Commissioner