

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

**UNITED STATES SECURITIES AND
EXCHANGE COMMISSION,**

Plaintiff,

v.

**INTERNATIONAL FIDUCIARY CORP., S.A.,
DANIEL ERIC BYER, MALCOLM CAMERON
BOYD STEVENSON, and PRESTON DAVID
PINKETT II,**

Defendants.

**TERRY MARTIN, CD2E, INC., WINCHELL
CORPORATION, M&M TECHNOLOGIES,
ROBERT LOWREY, SZE COAST
OPERATING CORP.,**

Relief Defendants

C.A. No. 1:06cv1354 (Lee)

**CONSENT OF DEFENDANT INTERNATIONAL FIDUCIARY
CORPORATION, S.A.**

1. Defendant International Fiduciary Corporation, S.A. ("Defendant") acknowledges having been served with the Amended Complaint in this action, enters a general appearance, and admits the Court's jurisdiction over Defendant and over the subject matter of this action.

2. Without admitting or denying the allegations of the Amended Complaint (except as to personal and subject matter jurisdiction, which Defendant admits), Defendant hereby

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consents to the entry of the final Judgment in the form attached hereto (the “Final Judgment”) and incorporated by reference herein, which, among other things:

(a) permanently restrains and enjoins Defendant from violations of Section 10(b) and Rule 10b-5 of the Securities Exchange Act of 1934 [15 U.S.C. §78j(b) and 17 CFR § 240.10b-5]; violations of Sections 5 and 17(a) of the Securities Act of 1933 [15 U.S.C. § § 77e and 77q(a)]; and

(b) finds Defendant liable, jointly and severally with Defendants Daniel Eric Byer and Malcolm Cameron Boyd Stevenson, and Relief Defendants Terry Martin (and his affiliated entities – CD2E, Inc., M&M Technologies, and Winchell Corporation) and Robert Lowrey (and his affiliated entity – SZE Coast Operating Corporation) for disgorgement in the amount of \$24,037,362.95, plus prejudgment interest thereon in the amount of \$971,109.46, for a total amount of \$25,008,472.41, but does not impose any payment obligation upon defendant based on the fact that the Receiver for IFC instead will seek to collect and hold these amounts as part of his Receivership Estate and prepare a plan to distribute these funds (together with all assets disgorged or paid as penalties by all other defendants and relief defendants in this case) (the “Disgorged Assets”) to investor victims in the United States, Canada, and any other countries (the “Distribution Plan”). The Receiver for IFC will prepare the Distribution Plan (subject to the SEC’s consent) and file a motion presenting it to the Court for consideration. Defendant acknowledges that it relinquishes all legal and equitable right, title, and interest in the Disgorged Assets, and no part of the Disgorged Assets shall be returned to Defendant. The Distribution Plan may provide that the Disgorged Assets shall be distributed pursuant to the Fair Fund provisions of Section 308(a) of the Sarbanes-Oxley Act of 2002.

3. Defendant waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

4. Defendant waives the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

5. Defendant enters into this Consent voluntarily and represents that no threats, offers, promises, or inducements of any kind have been made by the Commission or any member, officer, employee, agent, or representative of the Commission to induce Defendant to enter into this Consent.

6. Defendant agrees that this Consent shall be incorporated into the Final Judgment with the same force and effect as if fully set forth therein.

7. Defendant will not oppose the enforcement of the Final Judgment on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waives any objection based thereon.

8. Defendant waives service of the Final Judgment and agrees that entry of the Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant of its terms and conditions. Defendant further agrees to provide counsel for the Commission, within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit or declaration stating that Defendant has received and read a copy of the Final Judgment.

9. Consistent with 17 C.F.R. 202.5(f), this Consent resolves only the claims asserted against Defendant in this civil proceeding. Defendant acknowledges that no promise or representation has been made by the Commission or any member, officer, employee, agent, or representative of the Commission with regard to any criminal liability that may have arisen or

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may arise from the facts underlying this action or immunity from any such criminal liability. Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein. Defendant further acknowledges that the Court's entry of a permanent injunction may have collateral consequences under federal or state law and the rules and regulations of self-regulatory organizations, licensing boards, and other regulatory organizations. Such collateral consequences include, but are not limited to, a statutory disqualification with respect to membership or participation in, or association with a member of, a self-regulatory organization. This statutory disqualification has consequences that are separate from any sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding before the Commission based on the entry of the injunction in this action, Defendant understands that it shall not be permitted to contest the factual allegations of the Amended Complaint in this action.

10. Defendant understands and agrees to comply with the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegation in the complaint or order for proceedings." 17 C.F.R. § 202.5. In compliance with this policy, Defendant agrees: (i) not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any allegation in the Amended Complaint or creating the impression that the Amended Complaint is without factual basis; and (ii) that upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the Amended Complaint. If Defendant breaches this agreement, the Commission may petition the Court to vacate the Final Judgment and restore this action to its active docket. Nothing in this paragraph affects Defendant's: (i)

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testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which the Commission is not a party.

11. Defendant hereby waives any rights under the Equal Access to Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from the United States, or any agency, or any official of the United States acting in his or her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees, expenses, or costs expended by Defendant to defend against this action. For these purposes, Defendant agrees that Defendant is not the prevailing party in this action since the parties have reached a good faith settlement.

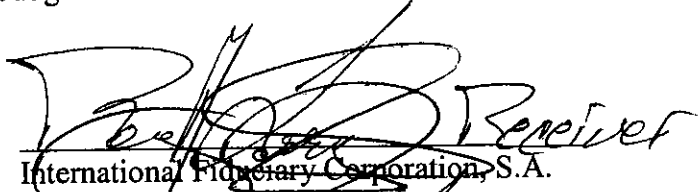
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12. In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, Defendant (i) agrees to accept service by mail or facsimile transmission of notices or subpoenas issued by the Commission for documents or testimony at depositions, hearings, or trials, or in connection with any related investigation by Commission staff; (ii) appoints Defendant's undersigned attorney as agent to receive service of such notices and subpoenas; (iii) with respect to such notices and subpoenas, waives the territorial limits on service contained in Rule 45 of the Federal Rules of Civil Procedure and any applicable local rules, provided that the party requesting the testimony reimburses Defendant's travel, lodging, and subsistence expenses at the then-prevailing U.S. Government per diem rates; and (iv) consents to personal jurisdiction over Defendant in any United States District Court for purposes of enforcing any such subpoena.

13. Defendant agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

14. Defendant agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

Dated: July 13, 2007

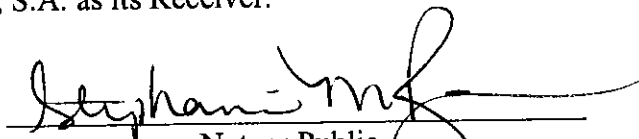

Receiver
International Fiduciary Corporation, S.A.

By: 
Roy M. Terry, Jr.
DurretteBradshaw, PLC
600 East Main Street, Twentieth Floor
Richmond, Virginia 23219
Tel.: (804) 775-6948
Fax: (804) 775-6911
Receiver for International Fiduciary Corp., S.A.

STATE OF VIRGINIA

CITY OF RICHMOND, to-wit:

On this 13th day of July, 2007, Roy M. Terry, Jr., a person known to me, personally appeared before me and acknowledged executing the foregoing Consent with full authority to do so on behalf of International Fiduciary Corp, S.A. as its Receiver.


Notary Public

Commission expires: April 30, 2011
Registration ID No.: 224832

