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U.S. Small Business Administration

U.S. Small Business Administration
NOTE

SBA Loan Number	9543878807
SBA Loan Name	Shamiese Wright
Date	04-23-2021
Loan Amount	$15,625.00
Interest Rate	1.0 Percent Per Year
Borrower	Shamiese Wright
Bank Loan Number	9543878807
Lender	Benworth Capital Partners LLC

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of fifteen thousand six hundred twenty-five dollars and cents ($15,625.00) Dollars, interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

"Collateral" means any property taken as security for payment of this Note or any guarantee of this Note.
"Guarantor" means each person or entity that signs a guarantee of payment of this Note.
"Loan" means the loan evidenced by this Note.
"Loan Documents" means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.
"SBA" means the Small Business Administration, an Agency of the United States of America.

GOVERNMENT EXHIBIT
CASE NO. 2:24-cr-00192 ~~U.S. v. Sutton, et al.~~
EXHIBIT NO. 14

3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

1. No Payments during Deferral Period. There shall be no payments due by Borrower during the Deferral Period.

2. Principal and Interest Payments. Commencing one month after the expiration of the Deferral Period, and continuing on the same day of each month thereafter until the Maturity Date, Borrower shall pay to Lender monthly payments of principal and interest, each in such equal amount required to fully amortize the principal amount outstanding on the Note on the last day of the Deferral Period by the Maturity Date.

3. Maturity Date. On the Maturity Date, Borrower shall pay to Lender any and all unpaid principal plus accrued and unpaid interest plus interest accrued during the Deferral Period. This Note will mature on the Maturity Date.

4. If any payment is due on a date for which there is no numerical equivalent in a particular calendar month then it shall be due on the last day of such month. If any payment is due on a day that is not a Business Day, the payment will be made on the next Business Day. The term "Business Day" means a day other than a Saturday, Sunday or any other day on which national banking associations are authorized to be closed.

5. Payments shall be allocated among principal and interest at the discretion of Lender unless otherwise agreed or required by applicable law. Notwithstanding, in the event the Loan, or any portion thereof, is forgiven pursuant to the Paycheck Protection Program under the federal CARES Act, the amount so forgiven shall be applied to principal.

6. Borrower may prepay this Note at any time without payment of any premium.

7. Initial Deferment Period: No payments are due on this loan for 10 months from the date of the first disbursement of this loan. Interest will continue to accrue during the deferment period.

4. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:

A. Fails to do anything required by this Note and other Loan Documents;
B. Defaults on any other loan with Lender;
C. Does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds;
D. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
E. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
F. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
G. Fails to pay any taxes when due;
H. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
I. Has a receiver or liquidator appointed for any part of their business or property;
J. Makes an assignment for the benefit of creditors;
K. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
L. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

A. Require immediate payment of all amounts owing under this Note;

B. Collect all amounts owing from any Borrower or Guarantor;
C. File suit and obtain judgment;
D. Take possession of any Collateral; or
E. Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement.

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

A. Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;
B. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;
C. Release anyone obligated to pay this Note;
D. Compromise, release, renew, extend or substitute any of the Collateral; and
E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.

7. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

8. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.

9. 9. GENERAL PROVISIONS:

A. All individuals and entities signing this Note are jointly and severally liable.
B. Borrower waives all suretyship defenses.
C. Borrower must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
F. If any part of this Note is unenforceable, all other parts remain in effect.
G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale.

10. STATE-SPECIFIC PROVISIONS:

None

11. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

Borrower: Shamiese Wright

DocuSigned by:

A5A28D56039436...

Signature

04-23-2021

Date

Shamiese Wright, Owner

Print Name and Title

DocuSign Envelope ID: 73E81C45-FD20-480D-B1EE-4BC57AA884AC

AUTHORIZATION AGREEMENT FOR AUTOMATED CLEARING HOUSE PAYMENTS

Customer Name: Shamiese Wright

Loan Number: 9543878807

In this Authorization, "You" and "Your" refer to the Borrower. "We", "Us" and "Our" refers to Legacy Bank or any of its affiliates, subsidiaries or assignees.

You authorize us to automatically withdraw from the checking account set forth below (the "Account"), on day 1 of each month (the "Due Date") , an amount equal to the recurring scheduled monthly payment (the "Monthly Payment") due on the loan referenced above (the "Loan"). If the Due Date falls on a Saturday, Sunday or Federal Banking Holiday, the Monthly Payment will be withdrawn on the next business day. The Monthly Payment may change from time-to-time in accordance with the terms of the Promissory Note. We will give you notice of the amount of the Monthly Payment by sending a statement to you at least ten calendar days before the Due Date each month.

You acknowledge that you will be responsible for all bank charges we incur if the Account has insufficient funds to pay the Monthly Payment on the Due Date.

Additionally, you authorize us to deposit your SBA PPP funds into this same account.

Please include a sample check from the account to be charged with your completed form.

Financial Institution: **The Bancorp Bank**

Account Number: [redacted]9091

Routing Number: [redacted]0195

We shall have the right to make such Monthly Payment withdrawals from the Account until ten (10) days after either you or we have delivered to the other party written notice of the termination of this authorization letter. You may give us notice terminating this authorization letter by sending an email to pppservicing@benworthcapital.com.

DocuSigned by:
Shamiese Wright
5A5A18D56039436...

Signature

04-23-2021

Date

Shamiese Wright, Owner

Print Name and Title

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF WEST VIRGINIA

IN RE: GRAND JURY PROCEEDINGS

WAIVER AND CERTIFICATION

I hereby state that I am the FRAUD INVESTIGATOR of Benworth Capital and as such I am the custodian of the records described in a subpoena duces tecum returnable to a Federal Grand Jury for the Southern District of West Virginia at Charleston, West Virginia, on April 18, 2023. I understand that I have an absolute right to appear personally, at the expense of the United States, before the Grand Jury in response to that subpoena, to testify under oath, and to produce the records called for by that subpoena. Nonetheless, I choose to waive that right.

Attached are the records called for by that subpoena and a list describing the type and quantity of records being produced. I have searched and caused to be searched the appropriate records, and to the best of my knowledge and belief the records hereby produced fully comply with the requirements of that subpoena. The records hereby produced were (1) made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge; (2) kept in the course of a regularly conducted activity; and (3) made as a regular practice of that activity.

I declare under penalty of perjury that the foregoing is true and correct. Executed on

4/19/2023
Date

Signature

These documents were presented to the Grand Jury on ____________________
Date

____
(Signature of Grand Jury Foreman)