

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

CASE NO. 6:21-cv-694-CEM/DCI

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

HARBOR CITY CAPITAL CORP.,
HARBOR CITY VENTURES, LLC,
HCCF-1, LLC,
HCCF-2, LLC,
HCCF-3, LLC,
HCCF-4, LLC,
HCCF-5, LLC,
HARBOR CITY DIGITAL VENTURES, INC.,
HCC MEDIA FUNDING, LLC,
JONATHAN P. MARONEY,

Defendants,

and

CELTIC ENTERPRISES, LLC and
TONYA L. MARONEY,

Relief Defendants.

BENWORTH'S MOTION TO DISCHARGE ORDER TO SHOW CAUSE

Non-Party, BENWORTH CAPITAL PARTNERS LLC, as servicer for
Mira Capital LLC, ZF Capital LLC, LN Investments LLC, Capital Partners 2
LLC, and Maria L. Santayana Living Trust (collectively, "Mira Lenders")

(together with the Mira Lenders, "Benworth"), by and through undersigned counsel, hereby files this Motion to Discharge Order to Show Cause ("Order") [ECF No. 136], and in support thereof, states:

RELEVANT BACKGROUND

On April 20, 2021, the Securities and Exchange Commission (SEC) filed its Complaint for Injunctive and Other Relief ("Complaint") [ECF No. 1] against various Defendants, including Jonathon P. Maroney ("JPM"), and Relief Defendants, including Celtic Enterprises LLC ("Celtic").

Benworth was the owner and holder of a certain Promissory Note and Mortgage Deed & Security Agreement (collectively, "Mortgage"), which encumbered certain real property located at 143 Landing Island Drive, Indian Harbour Beach, Florida (the "Property"), owned in fee simple by Celtic at the time the SEC filed its Complaint.

On October 19, 2021, as a result of Celtic's and JPM's default by failing to make the payment due on June 1, 2021 and all subsequent payments, Benworth, on behalf of Mira Lenders, filed a Verified Complaint for Foreclosure ("Foreclosure Complaint") in Brevard County, Florida (Case No. 05-2021-CA-052113-XXX) ("Foreclosure Action").¹

¹ While the Foreclosure Action commenced on October 19, 2021, the Foreclosure Complaint was not actually docketed until November 8, 2021.

On June 16, 2021, the SEC sought appointment of Katherine C. Donlon as receiver (“Receiver”), which was granted on November 8, 2021 (“Receivership Order”) [ECF No. 75].

On December 7, 2021, Mr. Albert Rey, on behalf of Benworth, filed a Motion to Quash the Receiver’s Subpoena to Benworth [ECF No. 78], which was granted on December 22, 2021 [ECF No. 79].

On December 15, 2021, the Receiver filed a Motion to Stay in the Foreclosure Action, which was granted by the state court on June 9, 2022, and subsequently appealed by Benworth to the Florida Fifth District Court of Appeals on July 11, 2022 (“State Appeal”).

On December 13, 2022, upon receiving a mortgage payoff from Benworth, the Receiver filed a Motion to Determine Interest and Fees as to Non-Party Mortgage Holder for Receivership Property (“Capping Motion”) [ECF No. 125]. The Capping Motion sought, among other things, to reduce the amounts of the mortgage indebtedness secured by the Property, including default interest, attorneys’ fees/costs, and other loan advances. Specifically, the Capping Motion disputed the default interest rate (25%) and attorney’s fees/costs incurred in connection with the Foreclosure Action and State Appeal.

On January 10, 2023, Benworth filed its Response in Opposition to the Capping Motion [ECF No. 133]. Thereafter, on January 30, 2023, the Magistrate entered an Order to Show Cause (“Show Cause Order”) [ECF No.

136] which, among other things, denied the Capping Motion and ordered Benworth to show cause why it should not be sanctioned and why the Court should not initiate civil contempt proceedings in connection with the Foreclosure Action and State Appeal.

On February 13, 2023, Benworth filed its Response to the Show Cause Order [ECF No. 139]. However, before that, on February 1, 2023, the Receiver also filed a Motion for Clarification of the Show Cause Order [ECF No. 137], seeking to modify the sale procedure to close in escrow and holdback a portion of the mortgage indebtedness, which Benworth opposed on February 16, 2023 [ECF No. 142].

The Receiver filed her Reply to Benworth's Response to Show Cause Order on February 15, 2023 [ECF No. 141], and Benworth filed its Sur-Reply on March 6, 2023 [ECF No. 144].

On March 13, 2023, the Receiver filed an Emergency Motion [ECF No. 145], specifically amending the relief sought in the Motion for Clarification [ECF No. 137], which Benworth opposed on March 14, 2023 [ECF No. 146].

On April 7, 2023, the Magistrate issued his Report and Recommendation on the Motion for Clarification (the "R&R") [ECF No. 148], wherein the Magistrate recommended granting, in part, the Receiver's Emergency Motion and allowing the sale of the Property to go forward free and clear of liens, but ordering that Benworth's entire unpaid principal balance (\$1.8M) and note

interest rate (9.75%) be disbursed to Benworth at closing, and further requiring the Receiver to escrow the entirety of the net sale proceeds, including the disputed amounts, with Benworth's Mortgage attaching to the proceeds with the same force, effect, and priority [ECF No. 148, p.6].

On April 18, 2023, the Receiver and Benworth, along with their respective counsels, agreed to attend a consensual mediation before Jeffrey Schneider, Esq., wherein the parties meaningfully mediated the dispute and globally resolved all matters concerning the mortgage indebtedness, which was reduced to a signed Settlement Agreement and Mutual General Release ("Settlement"), a true copy of which is attached hereto as **Exhibit "A"**. Pursuant to Section 9 of the Settlement, the Receiver agreed not to object or oppose Benworth's request to vacate and/or discharge the Show Cause Order.

On April 26, 2023, the Court entered an Order adopting the Magistrate's R&R, denying the Motion for Clarification as moot, and granting in part and denying in part the Emergency Motion [ECF No. 149].

Subsequently, the Property as was successfully closed, the relevant parties were fully paid off pursuant to the Settlement, the Mortgage was satisfied and released as a lien against the Property, and the Foreclosure Action and State Appeal was dismissed with prejudice as to Celtic and the Property.

As all disputes have been fully and finally resolved between Benworth and the Receiver, Benworth respectfully seeks a discharge of the Order to Show Cause, as set forth below.

LEGAL ARGUMENT

Fully appreciating the gravity of this Court's Order to Show Cause, Benworth respectfully submits that its actions throughout the pendency of these proceedings were never designed with intent to deliberately disobey or violate the directives of this Court, inflict harm, show disrespect, or otherwise offend the receivership proceedings. Benworth respects that the Court has the power to inquire into conduct which concerns the Court. Benworth respectfully submits that its actions in case were taken in good faith with a sincere desire to protect its secured interests.

Both the Supreme Court and the Eleventh Circuit have held that "because of their potent nature, 'inherent powers must be exercised with restraint and discretion.'" *In re Mroz*, 65 F.3d 1567, 1575 (11th Cir.1995) (quoting *Chambers v. NASCO, Inc.*, 501 U.S. 32, 43 (1991)). Invocation of a court's inherent powers requires a finding of bad faith. *See id.* The bad faith or willful misconduct must consist of something more egregious than mere negligence or recklessness. *Fink v. Gomez*, 239 F.3d 989, 993 (9th Cir.2001).

Based on the arguments presented in Benworth's various opposition filings, as referenced above and incorporated herein, Benworth respectfully

asserts that its actions were undertaken in a good faith effort to protect its collateral and secured interests, which does not rise to the level of “bad faith by delaying or disrupting the litigation or hampering enforcement of a court order”, *Barnes v. Dalton*, 158 F.3d 1212, 1214 (11th Cir.1998), and thus does not warrant an imposition of sanctions or give rise to civil contempt under the circumstances. *See GCM PARTNERS, LLC v. Hipaaline Ltd.*, 2021 WL 1526669, at *7 (N.D.Ill. Apr. 19, 2021) (quoting *Taggart v. Lorenzen*, 204 L. Ed. 2d 129 (2019)) (“The supreme Court has recognized that civil contempt is a “severe remedy” that “should not be resorted to where there is [a] *fair ground of doubt* as to the wrongfulness of the defendant's conduct.”) (emphasis original).

Benworth brought and prosecuted the Foreclosure Action and State Appeal with a good faith belief that the state court had jurisdiction. In order for Benworth to be sanctioned for its attorneys’ conduct, there must be intentional bad faith conduct by Benworth that Benworth actively participated, directed, and controlled the wrongful conduct. *See, e.g., Byrne v. Nezhad*, 261 F.3d 1075, 1118 (11th Cir.2001) (citing *Schrag v. Simpson*, 141 F.3d 1185 (10th Cir.1998)). There is nothing in the record that shows that Benworth acted in bad faith. A review of Benworth’s state court filings reflect a genuine perceived conflict regarding jurisdiction. Benworth’s state court counsel legitimately believed that Benworth was not subject to the injunctions

and entitled to adequate service, notice, and hearing before its interests were impaired. Benworth respectfully submits that this does not reach the threshold for civil contempt or sanctions.

As the Settlement reached between the Receiver and Benworth successfully addresses and resolves all disputes by and between the parties concerning the Capping Motion which led to the issuance of the Show Cause Order, and provides for a mutual release of any and all claims by and between the parties concerning the Real Property and Mortgage, such that the outstanding amounts due and owing to Benworth are no longer a contested matter and meaningful net sale proceeds have been distributed to the Receiver for the benefit of the estate (approx. \$308,300), Benworth respectfully submits that the Show Cause Order should be discharged, thus relieving Benworth of any potential risk of sanctions or civil contempt proceedings.

WHEREFORE, for all the forgoing reasons, Benworth respectfully requests the Court discharge the Order to Show Cause against Benworth.²

Dated: June 27, 2023

Respectfully Submitted,

READ LAW PLLC
Co-Counsel for Non-Party,
Benworth Capital Partners LLC
25 SE Second Ave, Eighth Floor
Miami, Florida 33131
Phone: (305) 209-2131
asr@alexisreadlaw.com

² Benworth expressly reserves the right to amend or supplement this Motion.

By: /s/ Alexis S. Read
Alexis S. Read, Esq.
Fla. Bar No. 98084

LOCAL RULE 3.01(G) CERTIFICATION OF CONFERRAL

Benworth certifies that on June 27, 2023, undersigned contacted counsel for the Receiver who has no objection to the relief sought herein.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 27, 2023, a true and correct copy of the foregoing was served via Notice of Electronic Filing (CM/ECF) to all parties on the Court's Service List.

By: /s/ Alexis S. Read
Alexis S. Read, Esq.
Fla. Bar No. 98084

SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

This Settlement Agreement and Mutual General Release (this “Agreement”) is made by and between Katherine C. Donlon, as Receiver for the Receivership Entities (the “Receiver”), including Celtic Enterprises LLC (the “Receivership Entities”), in the action styled *Securities and Exchange Commission v. Harbor City Capital Corp., et al.*, Case No. 6:21-cv-694-CEM-DCI pending in the United States District Court for the Middle District of Florida and Benworth Capital Partners, LLC, as mortgage servicer for Capital Partners 2, LLC, Mira Holdings, LLC, The Maria L. Santayana Living Trust, and ZF Capital LLC (collectively, the “Mira Lenders”). Together, the Receiver and the Mira Lenders will be collectively referred to herein as the “Parties,” and individually each of them may be referred to herein as a “Party.” This Agreement shall become effective on the date last signed by a Party hereto (the “Effective Date”).

RECITALS

WHEREAS, the Receiver is subject to certain obligations and duties as set forth in the Order Granting Plaintiff Securities and Exchange Commission’s Unopposed Motion for Appointment of Receiver (“Order Appointing Receiver”) entered by the United States District Court for the Middle District of Florida on November 8, 2021 (“Receivership”);

WHEREAS, pursuant to the Order Appointing Receiver, the Receiver took possession of real property owned by Celtic Enterprises, LLC, located 143 Lansing Island Drive, Indian Harbour Beach, Florida 32937 (the “Property”);

WHEREAS, the Property is currently the subject of a contract for sale and has been ordered to be sold by the United States District Court for the Middle District of Florida dated October 25, 2022;

WHEREAS, the Property is subject to that certain Promissory Note dated March 13, 2021 (the “Note”); a Mortgage Deed and Security Agreement; Guaranty; and Collateral Assignment of Leases, Rents, and Profits, all dated March 13, 2021, which are held by the Mira Lenders (collectively, the “Mortgage”);

WHEREAS, the Mira Lenders sought to foreclose on the Mortgage on the Property in a case styled *Mira Holdings, et al. v. Celtic Enterprises, LLC* (the “Foreclosure Action”) currently pending in Brevard County, Florida, Case No. 05-2021-CA-052113, which has been stayed by order of the state court;

WHEREAS, the Mira Lenders currently have a pending appeal in the Fifth District Court of Appeal relating to the stay of the Foreclosure Action in Brevard County, Florida, Case No. 5D22-1673 (the “Appeal”);

WHEREAS, the Parties disagree on the disposition of the Property, including the amount of interest and attorneys’ fees due to the Mira Lenders relating to the default of the Mortgage on the Property;

WHEREAS, the Parties desire to settle, resolve, and dispose of any and all allegations and claims asserted by any Party, or which ever could have been or could be asserted by any Party, whether affirmatively or defensively, including, but not limited to, allegations and claims related to the Foreclosure Action and the Appeal;

WHEREAS, the Parties expressly deny any liability or fault in connection with the Property, the Receivership itself, the Foreclosure Action, and the Appeal, and this Agreement, and the promises and performances hereunder, are made and assumed for the compromise and settlement of disputed claims and are not, and shall not be construed to be, an admission of liability, an admission of the truth of any fact, or a declaration against any interested on the part of any Party;

WHEREAS, the Parties desire to avoid incurring further litigation related expenses and to resolve all disputes between them; and

WHEREAS, each Party will bear its own costs and attorneys' fees associated with their present dispute, the negotiations which led to the Agreement, and the preparation and execution of this Agreement itself.

SETTLEMENT TERMS

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions to be performed by each of the Parties, as set forth in their entirety herein, the Parties expressly, knowingly, and voluntarily agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by this reference.
2. Adequate Consideration. The Parties expressly stipulate that the consideration set forth in this Agreement is adequate and ample consideration for the rights and claims they are waiving under this Agreement, and for the obligations imposed by virtue of this Agreement. The Parties further acknowledge that the benefits and consideration they have elected to receive by execution of this Agreement are fair and adequate.
3. Closing on the Sale of the Real Property. The sale of the Property shall occur on or before April 28, 2023, with a one-week grace period through and including May 5, 2023, if an extension is necessary due to unforeseen or unexpected circumstances (the "Closing").
4. Payment to the Mira Lenders. At the time of the closing on the sale of the Property, the Mira Lenders shall receive \$2,375,000.00 (two million three hundred seventy five thousand dollars) from the sale of the Property ("Settlement Funds"), which shall fully release the Mortgage against the Property so as to permit the Receiver to convey fee simple title to the Property free and clear of the Mortgage. The Settlement Funds shall be made payable to Benworth Capital Partners LLC pursuant to its written wiring instructions.

5. Dismissal of Appeal and Foreclosure Action. Within three (3) days after receipt of the Settlement Funds, the Mira Lenders shall dismiss the pending appeal in the Fifth District Court of Appeal with prejudice and the Foreclosure Action as to the underlying mortgage foreclosure with prejudice, and further provide proof of same to the Receiver and the designated title company. One of the purposes of this Agreement is to obtain dismissal of all claims filed in the Foreclosure Action affecting right, title, and interest to the Property, as well as all matters raised or which could have been raised in the Appeal between the Parties, with each Party bearing its own attorneys' fees and costs incurred therein. The Mira Lenders further agree to discharge the *lis pendens* filed against the Property within three (3) days after receipt of the Settlement Funds, and provide proof of same to the Receiver and the designated title company.

6. Release and Satisfaction of Claim of Lien. The Settlement Payment to the Mira Lenders as described in Paragraph 4 above shall constitute a release and satisfaction of the Mira Lenders' lien on the Property and the Mortgage. The Mira Lenders shall execute and deliver a Release of Mortgage to the Receiver's designated title company. However, nothing herein shall be deemed or construed as a waiver, release, discharge, or satisfaction by the Mira Lenders of their ability to pursue or exercise their available rights or remedies, in law or equity, against the guarantor, Jonathan P. Maroney, under the Note and Guaranty.

7. Mutual General Release. Except as to the rights and obligations created by this Agreement, and in exchange and return for the covenants and promises contained herein, each of the Parties, on behalf of themselves and their past and present predecessors, successors, parents, subsidiaries, affiliates, assigns, stockholders, attorneys, officers, directors, agents, representatives, employees, and insurers, and their respective heirs, executors, administrators, successors, assigns, stockholders, attorneys, officers, directors, agents, representatives, and employees, as well as any and all of their insurers, expressly and forever discharge and release each other Party and its past and present predecessors, successors, parents, subsidiaries, affiliates, assigns, stockholders, attorneys, officers, directors, agents, representatives, employees, and insurers, and their respective heirs, executors, administrators, successors, assigns, stockholders, attorneys, officers, directors, agents, representatives, and employees, as well as any and all of their insurers (collectively, the "Released Parties"), of and from all claims of any kind whatsoever, whether known or unknown, under the laws of any jurisdiction, which the Parties now have, claim to have, or could have against any of the Released Parties, from the beginning of the world through the Effective Date of this Agreement, including, but not limited to, all claims which were or could have been asserted in or relating to the Receivership, the Foreclosure Action, the Appeal, the Mortgage, and the Property, as described herein. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF ANY ABILITY OF ANY PARTY TO FILE OR ASSERT A CLAIM AGAINST THE OTHER PARTY FOR BREACH OR DEFAULT OF ANY OF THE PROVISIONS OR REQUIREMENTS OF THIS AGREEMENT, WHICH ARE EXPRESSLY NOT RELEASED HEREIN.

The Mira Lenders' receipt of the Settlement Funds set forth in Paragraph 4 above and the Parties' dismissal of the Foreclosure Action and Appeal pursuant to Paragraph 5 above are express conditions precedent to the Mutual General Release set forth above in this Paragraph 7.

8. Highest and Best Offer. In the event the Receiver closes on the Property for more than the approved purchase price of \$2,925,000 on or before the date of Closing, as set forth in Paragraph 3 *supra*, the Parties agree to split the increased additional sale proceeds equally (50%/50%).

9. Order to Show Cause. The Mira Lenders intend to move to vacate and/or discharge the Order to Show Cause. The Receiver will not object or oppose the request to vacate and/or discharge the Order to Show Cause, and will represent to the Court that the Parties reached a satisfactory resolution of their dispute as set forth herein.

10. Intent of Agreement. This Agreement is intended to resolve forever the entire disagreement between the Parties relating to the any claim or dispute relating to any matter that may exist between the Parties, whether presently known or unknown. Each Party acknowledges the validity of the Mutual General Release contained in Paragraph 7 of this Agreement and agrees that all of the Released Parties are intended beneficiaries of this Agreement and entitled to enforce it.

11. Ownership/Authority. The Parties represent and warrant that: (i) the Parties are duly authorized to enter into this Agreement and may lawfully bind each other and all persons or entities on whose behalf the Parties have agreed herein; and (ii) the Parties have not sold, pledged, encumbered, or otherwise disposed of, in whole or in part, voluntarily or involuntarily, any of the claims at issue.

12. Continuing Obligations. The Parties agree to execute any further documents necessary to effectuate this Agreement, the sale of the Property, the release of the Mortgage and any collateral loan documents affecting title to the Property, the dismissal of the Foreclosure Action and Appeal, or payment hereunder.

13. Default. In the event of a default by either Party hereunder, the other Party shall be entitled to avail itself of all rights and remedies at law or in equity. Each Party to this Agreement also agrees that nothing in this Paragraph is intended to limit any Party's right to obtain injunctive and other relief as may be appropriate.

14. Legal Advice. The Parties represent and warrant that they have had, or have had the opportunity to obtain, the advice of counsel of their choice and/or such other persons as they may have deemed appropriate, and that they have carefully read and fully understand all of the terms of this Agreement, including the Mutual Release and the obligations contained herein, and that they enter into this Agreement voluntarily.

15. Choice of Law and Waiver. This Agreement shall be governed by and construed in accordance with the substantive law of the State of Florida.

16. Attorneys' Fees. Each Party will bear its own attorneys' fees and costs associated with the present dispute, the negotiations which led to this Agreement, and the preparation and execution of this Agreement itself. In the event of a default under or other breach of this

Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, including fees for paralegals, in any action or proceeding, including any appeal, and fees for determining both entitlement and amount of any such award.

17. Entire Agreement and Severability. The Parties hereby declare, warrant, and represent that the consideration recited in this Agreement is the sole and only consideration and that there have been no promises, representations, inducements, or agreements made except as herein contained. This Agreement reflects the entire agreement by and between the Parties, and no statement, promise or inducement that is not contained herein shall be valid and binding. The invalidity or unenforceability of any provision of this Agreement, other than Paragraphs 2, 3, 4, 5, 6, and/or 7 thereof, shall not affect the validity or enforceability of any other provision of this Agreement.

18. Notice. In the event that notice to one of the Parties must or may be provided under the terms of this Agreement, this Agreement is satisfied and notice is deemed provided by sending the required notice and/or documents and materials via electronic mail, to the persons below:

To the Receiver: Nicole Deese Newlon
Johnson, Newlon & DeCort, P.A.
3242 Henderson Blvd., Suite 210
Tampa, Florida 33609
nnewlon@jclaw.com

To the Mira Lenders: Alexis S. Read, Esq.
Read Law PLLC
25 SE 2nd Ave, #828
Miami, FL 33131
asr@alexisreadlaw.com

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original against any Party whose signature appears thereon, and all of which together shall constitute one and the same agreement. Facsimile and/or scanned signatures in PDF or other similar format shall have the same effect as original signatures. Each Party will be entitled to a fully executed photocopy of the original.

20. Interpretation. The terms, provisions, and language of this Agreement have been jointly negotiated and drafted by the Parties and their respective counsel. Nothing in this Agreement should be construed or interpreted against any Party herein as the drafting Party or any other similar rules of construction.

21. Titles and Captions. All section titles and captions contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

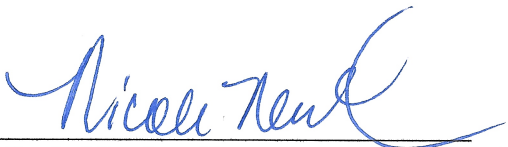
22. Amendment. This Agreement may not be amended, except in a writing that is signed by the Parties.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of them on the dates hereinafter subscribed:

Katherine C. Donlon, Receiver

Date: _____



Nicole Newlon, Esq., Counsel for Receiver

Mira Holdings, LLC

By: _____

Its: _____

Date: _____

Benworth Capital Partners LLC

By: _____

Its: _____

Date: _____

Albert D. Rey, Esq., Counsel for Benworth

Alexis S. Read, Esq., Counsel for Benworth

ZF Capital, LLC

By: _____

Its: _____

Date: _____

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of them on the dates hereinafter subscribed:

Katherine C Donlon

Katherine C. Donlon, Receiver

Date: 4/21/2023

Mira Holdings, LLC

By: _____

Its: _____

Date: _____

Nicole Newlon, Esq., Counsel for Receiver

Benworth Capital Partners LLC

By: _____

Its: _____

Date: _____

Albert D. Rey, Esq., Counsel for Benworth

Alexis S. Read, Esq., Counsel for Benworth

ZF Capital, LLC

By: _____

Its: _____

Date: _____

SIGNATURES

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Katherine C. Donlon, Receiver

Date: _____

Mira Holdings, LLC

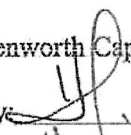
By: _____

Its: _____

Date: _____

Nicole Newlon, Esq., Counsel for Receiver

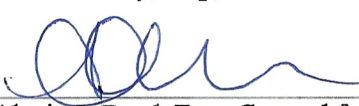
Benworth Capital Partners LLC

By:  _____

Its: Henry J. Gomez GP

Date: _____

Albert D. Rey, Esq., Counsel for Benworth



Alexis S. Read, Esq., Counsel for Benworth

ZF Capital, LLC

By: _____

Its: _____

Date: _____

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of them on the dates hereinafter subscribed:

Katherine C. Donlon, Receiver

Date: _____

Mira Holdings, LLC

By: _____

Its: _____

Date: _____

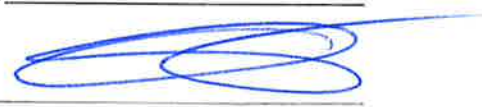
Nicole Newlon, Esq., Counsel for Receiver

Benworth Capital Partners LLC

By:  _____

Its: Henry J. Jumper CUP

Date: _____



Albert D. Rey, Esq., Counsel for Benworth

Alexis S. Read, Esq., Counsel for Benworth

ZF Capital, LLC

By: _____

Its: _____

Date: _____

LN Investments, LLC

By: _____

Its: _____

Date: _____

Capital Partners 2 LLC

By: Walter Lista

Its: Authorized Agent

Date: 04-21;2023

Maria L. Santaya Living Trust

By: _____

Its: _____

Date: _____

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of them on the dates hereinafter subscribed:

Katherine C. Donlon, Receiver

Date: _____

Mira Holdings, LLC

By: _____

Its: _____

Date: _____

Nicole Newlon, Esq., Counsel for Receiver

Benworth Capital Partners LLC

By: _____

Its: _____

Date: _____

Albert D. Rey, Esq., Counsel for Benworth

Alexis S. Read, Esq., Counsel for Benworth



ZF Capital, LLC

By: Kevin B. Fish

Its: President

Date: 04/24/2023

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of them on the dates hereinafter subscribed:

Katherine C. Donlon, Receiver

Date: _____

Mira Holdings, LLC

By: _____

Its: _____

Date: 4/24/23

Nicole Newlon, Esq., Counsel for Receiver

Benworth Capital Partners LLC

By: _____

Its: _____

Date: _____

Albert D. Rey, Esq., Counsel for Benworth

Alexis S. Read, Esq., Counsel for Benworth

ZF Capital, LLC

By: _____

Its: _____

Date: _____

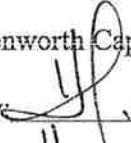
SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of them on the dates hereinafter subscribed:

Katherine C. Donlon, Receiver
Date: _____

Mira Holdings, LLC
By: _____
Its: _____
Date: _____

Nicole Newlon, Esq., Counsel for Receiver

Benworth Capital Partners LLC
By: 
Its: Henry J. Jumper CUP
Date: _____

Albert D. Rey, Esq., Counsel for Benworth

Alexis S. Read, Esq., Counsel for Benworth

ZF Capital, LLC
By: _____
Its: _____
Date: _____

J N Investments, LLC

By: _____

Its: _____

Date: _____

Capital Partners 2 LLC

By: _____

Its: _____

Date: _____


Maria L. Santaya Living Trust

By: Maria L. Santaya

Its: _____

Date: 4-25-2023

LN Investments, LLC

By: 

Its: Attorney IN FACT

Date: 4/24/23

Capital Partners 2 LLC

By: _____

Its: _____

Date: _____

Maria L. Santaya Living Trust

By: _____

Its: _____

Date: _____