

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO. _____

CATAWBA VALLEY BREWING)
COMPANY,)
Plaintiff)
)
v.)
)
CATAWBA PALMETTO, LLC;)
WIREGRASS EQUITY PARTNERS)
GP, LLC; MBTW, LLC, and MBTW)
HQ, LLC,)
Defendants)

AFFIDAVIT IN SUPPORT OF FILING
CONFESSION OF JUDGMENT

Jetta M. Pyatt, being first duly sworn, deposes and says that:

1. I am the President of Catawba Valley Brewing Company, Plaintiff in this matter, and am authorized to make this Affidavit.

2. I have reviewed the records of Plaintiff as they relate to the matters stated below.

3. I have read the matters stated below, and the matters stated below are true of my own personal knowledge, except those matters stated upon information and belief, and, as to those, I believe them to be true.

4. On or about October 13, 2023, Plaintiff and Defendants Catawba Palmetto, LLC, Wiregrass Equity Partners GP, LLC, MBTW, LLC, and MBTW HQ, LLC (collectively, "Defendants") entered into a Forbearance Agreement.

5. In connection with the Forbearance Agreement, Defendants executed and delivered to Plaintiff a Confession of Judgment authorizing the entry of judgment in favor of Plaintiff against Defendants, jointly and severally, in the amount of \$7,021,373.69, plus interest at the rate of \$2,339.61 per day from and after September 26, 2023 until date of entry of judgment, and thereafter at the legal rate until paid in full, plus attorneys' fees up to but not in excess of 15% of the outstanding debt as of the filing of the Confession of Judgment, plus court costs.

6. Plaintiff and Defendants subsequently entered into an Amended Forbearance Agreement (the "Agreement") on or about October 15, 2024, among other things, extending the maturity date of the underlying Note to October 13, 2025.

7. Pursuant to the Agreement, Plaintiff and Defendants agreed that the Confession of Judgment would not be put on record for so long as Defendants strictly complied with all of the terms and conditions of the Agreement.

8. Pursuant to the Agreement, Plaintiff and Defendants also agreed that if Defendants did not strictly comply with all of the terms of the Agreement, then Plaintiff would record the Confession of Judgment, with Defendants being credit for any payments actually received by Plaintiff.

9. Defendants failed to strictly comply with the terms and conditions of the Agreement in that Defendants failed and/or refused to make all monthly payments as required under the Agreement. Accordingly, Plaintiff is entitled to file the Confession of Judgment in Buncombe County, North Carolina.

10. Plaintiff hereby acknowledges that the following partial payments under the Agreement were tendered by Defendants to Plaintiff:

Date of Payment	Amount of Payment
October 13, 2023	\$152,524.19
November 15, 2023	\$48,875.00
December 14, 2023	\$48,875.00
January 12, 2024	\$48,875.00
February 15, 2024	\$48,875.00
March 14, 2024	\$48,875.00
April 12, 2024	\$48,875.00
May 15, 2024	\$48,875.00
June 13, 2024	\$48,875.00
July 15, 2024	\$48,875.00
August 15, 2024	\$48,875.00
September 20, 2024	\$48,875.00
October 17, 2024	\$48,875.00
December 12, 2024	\$48,875.00
January 10, 2025	\$32,625.00

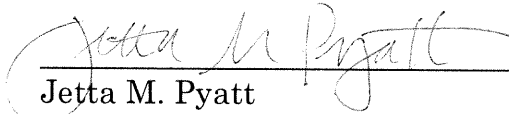
11. The undersigned is unaware of any further payments having been actually received by Plaintiff or having been tendered by Defendants to Plaintiff subsequent to the execution of the Confession of Judgment.

12. After crediting the Judgment with the partial payments described above, the payoff on the Confession of Judgment as of February 17, 2025, is the sum of \$7,394,050.60 (representing \$6,900,000.00 in principal and \$495,050.60 in accrued but unpaid interest), plus interest at the rate of \$2,339.61 per day from and after

February 17, 2025, until the date of entry of judgment and thereafter at the legal rate until paid in full, plus attorneys' fees and the costs of this action.

Affiant says nothing further.

This 24th day of February, 2025.

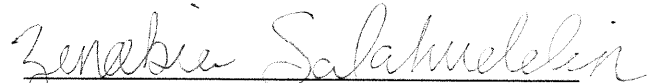


Jetta M. Pyatt
President

WAKE COUNTY, NORTH CAROLINA

Sworn to (or affirmed) and subscribed before me this day by Jetta M. Pyatt, in the capacity indicated herein.

Date 2.24.25
(Official Seal)



Signature of Notary Public

My commission expires: March 6, 2028

