

## Exhibit IX

# Greed-Laden Incentives to Poyner & Spruill

The below letter from Jim Hoose of Paragon Commercial Bank indicates David Warren and Dan Cahill of Poyner & Spruill were to be paid a minimum \$765,000<sup>1</sup> (\$5.1 million aggregate loan balance x 15%) for their illicit work in the noted criminal fraud. In other words, they want their victim (Spencer C. Young) to pay criminals a completely baseless fee as compensation for carrying out their fraud against him.

Not only is this unreasonable – it is preposterous, outlandish and an outrage– they are to receive nothing – they are criminals, plain and simple. It is critically important that they be disbarred and sent off to the hoosegow.

Importantly, they have exposed Poyner & Spruill to significant liability exposure for the damages they have played an instrumental role in causing.


### PARAGON COMMERCIAL BANK

\_\_\_\_\_ This lender, or servicer acting on behalf of the lender, has received within two (2) years of the date of the Statement a request for information by the Obligor pursuant to Section 45-93 of the North Carolina General Statutes, and the time for complying with the request has not expired as of the date of this Notice.

Pursuant to North Carolina General Statute §6-21.2 and other relevant law, you are hereby notified that the provisions relative to the payment of a reasonable attorney's fee in the amount of fifteen percent (15%) of the total unpaid balance due on the above-reference obligation in addition to the total unpaid balance due thereon will be enforced if such outstanding balance is not paid in full within five (5) days from the mailing of this notice. However, if you do pay the outstanding balance in full before the expiration of such time, then you will not be obligated to pay attorney's fees as described.

IN THE EVENT THAT YOU HAVE RECEIVED A BANKRUPTCY DISCHARGE OR ARE CURRENTLY UNDER THE PROTECTION OF THE U.S. BANKRUPTCY COURT, THIS DOCUMENT IS SENT FOR NOTICE PURPOSES ONLY, AS REQUIRED BY THE CREDIT INSTRUMENT AND BY THE NORTH CAROLINA GENERAL STATUTES, AND IS NOT INTENDED TO COLLECT ON THE INDEBTEDNESS OR ASSERT PERSONAL LIABILITY FOR THE OBLIGATION RECITED HEREIN.

Sincerely yours,



James W. Hoose Jr.  
Senior Vice President  
919-534-7834

NOTICE IN ACCORDANCE WITH THE FAIR DEBT COLLECTION PRACTICES ACT (15 U.S.C. §1692), WE ADVISE YOU AS FOLLOWS:

1. This is an attempt to collect a debt and any information obtained will be used for that purpose.
2. Unless within thirty (30) days after receipt of this notice, you dispute the validity of this debt, or any portion thereof, this debt will be presumed to be valid by the Lender.
3. If you notify the Lender in writing with the thirty (30) day period that the debt, or any portion thereof, is disputed, the Lender will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you by the Lender; and
4. Upon your written request within the thirty (30) day period, the Lender will provide you with the name and address of the original creditor, if different from the current creditor.

<sup>1</sup> This does NOT take into account the other bogus charges for late fees, default interest, etc.)