

US DISTRICT COURT  
WESTERN DIST ARKANSAS  
**FILED**  
03/10/2022

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF ARKANSAS  
TEXARKANA DIVISION

UNITED STATES OF AMERICA                    )  
  )  
v.    ) Case No. 4:21-CR-40018  
  )  
MICHAEL RAY BEAM                            )

**PLEA AGREEMENT**

Pursuant to Rule 11(c)(1) of the Federal Rules of Criminal Procedure, the parties hereto acknowledge that they have entered into negotiations which have resulted in this Agreement. The Agreement of the parties is as follows:

**COUNTS OF CONVICTION AND DISMISSAL**

1. The Defendant, MICHAEL RAY BEAM hereby agrees to plead guilty to Count 1 of the Sealed Indictment, charging him with Sexual Exploitation of a Minor via the Production of Child Pornography, in violation of Title 18, United States Code, Section 2251(a) and (e). If the Court accepts this Plea Agreement, once the Court has pronounced sentence, the United States will move to dismiss Counts 2, 3 and 4, as well as the Forfeiture Allegation of the Sealed Indictment.

**ADMISSION OF FACTUAL BASIS IN SUPPORT OF GUILTY PLEA**

2. The Defendant, MICHAEL RAY BEAM, has fully discussed with defense counsel the facts of this case and the elements of the crime to which the Defendant is pleading guilty. The Defendant has committed each of the elements of the crime to which the Defendant is pleading guilty and admits that there is a factual basis for this guilty plea. The following facts are true and undisputed:

- a. On August 20, 2020, investigators of the Miller County, Arkansas, Sheriff’s Department (hereinafter “MCSO”) were notified by Wake Village, Texas,

Police Department (WVPD) that the defendant, Michael Ray Beam, a resident of Miller County, Arkansas, may have had sexual contact with a minor female in Miller County. Miller County is in the Texarkana Division of the Western District of Arkansas.

- b. MCSO later obtained a warrant authorizing the Defendant's arrest on state charges. Deputies arrested the Defendant on that warrant in Miller County on September 18, 2020. The Defendant, who was born on January 25, 1991, was 29 years old at the time of his arrest.
- c. When he was arrested on September 18, 2020, the Defendant was found to be in possession of a black "OnePlus" wireless telephone, bearing IMEI No. 865208040529557 (hereinafter "the Defendant's phone"). Because a related investigation was then being conducted by WVPD, a judge of the Circuit Court for Miller County, Arkansas, entered an order on September 28, 2020, directing MCSO to release the Defendant's phone into the custody of WVPD. WVPD investigators then applied for and obtained a Texas state warrant authorizing the search of the Defendant's phone and its contents.
- d. Forensic analysis of the contents of the Defendant's phone thereafter revealed that it contained child sexual abuse material. Within a digital file folder on the phone, entitled "My Collections," investigators located a number of sub-folders, some of which were designated with female first names. In one of those folders, investigators located nine 'mp4.' digital video files. The filenames and other data associated with those video files establish that they were each created using the Defendant's phone on Sunday, December 15, 2019, at different times

over a period of about four hours. Each of the nine videos is a ‘screen-capture recording,’ depicting in real-time everything displayed on the Defendant’s phone’s screen during the period of each such recording. In one of the nine screen-capture videos, the Defendant can be seen to activate his phone’s screen-side digital camera, causing his face to be briefly displayed on the phone’s screen, and thus to be recorded as part of that video.

- e. The nine screen-capture recordings depict the user of the phone—the Defendant—employing the social media service “Snapchat” to ask a female Snapchat user, who appears to be in her early teens, to create and send to him, also via Snapchat, digital photographs and videos of herself engaging in specific types of sexual conduct. The acts the Defendant asked the girl to engage in meet the definition of “sexually explicit conduct” set forth in 18 U.S.C. § 2256(2). Specifically, the nine videos show the Defendant using Snapchat to ask the minor female, more than once, to send him digital images depicting the lascivious display of her vagina from different angles, and digital videos showing her masturbating by rubbing her visibly exposed vagina. The nine videos also depict the minor female’s responses to the Defendant’s requests, showing that, while the screen-capture videos were still being recorded, the Defendant received from the girl via Snapchat, and viewed, digital images depicting the lascivious display of the girl’s vagina, and digital videos showing the girl masturbating by rubbing her visibly exposed vagina. The minor female’s face can be seen in some of the images she sent to the Defendant via Snapchat, and was therefore also captured on the Defendant’s screen-

recordings. The nine screen-capture videos further show that, prior to at least two of the Defendant's requests for pictures and videos of her vagina, the girl told the Defendant she was only 13 years old. The screen-capture recordings further show the Defendant using Snapchat's user location feature to view the minor female's current physical location at the time of the above-described exchange, which was on a particular residential street in Miller County, Arkansas.

- f. The social media service "Snapchat" can only be accessed via the internet, through internet-capable electronic devices like the Defendant's "OnePlus" wireless telephone. Snapchat employs the internet, a national and international web of interconnected computers, tablets, smart phones and other similar devices, to transmit and receive data between Snapchat users around the world. Snapchat—and more broadly the internet itself, through which Snapchat functions—is a "means or facility of interstate or foreign commerce," within the meaning of Title 18, United States Code, Section 2251(a). Therefore, the videos that the Defendant requested Jane Doe produce for him while she was engaged in sexually explicit conduct and send to him, via Snapchat, were transmitted in interstate commerce through the internet.
- g. Having discovered the above-described screen-capture videos on the Defendant's phone, MCSO investigators worked to identify the minor female shown in them. In so doing, investigators spoke to a woman at a residence in Miller County, Arkansas, near where the screen-capture videos indicated the girl was located on December 15, 2019. Investigators showed the woman a still

photo taken from one of the nine screen-capture videos, showing only the minor female's face. The woman identified the girl in the photo as her daughter, the victim named in Count One of the Sealed Indictment (hereinafter "Jane Doe") who was 13 years old in December 2019. Therefore, on December 15, 2019, Jane Doe was under the age of eighteen (18) years when Jane Doe was persuaded, induced enticed and coerced by the Defendant to produce images of herself engaged in sexually explicit conduct, as defined in Title 18, United States Code, Section 2256(2)(A)(v), that are depicted in nine videos more particularly described in paragraph 2e, above.

- h. Jane Doe was interviewed by a child forensic examiner regarding the events of December 15, 2019. Jane Doe told the interviewer that the Defendant, Michael Beam, had added her as a friend on Snapchat. She said she had sent nude images, and probably videos, of herself to the Defendant in exchange for a "vape" device that he left in the mailbox at her residence in Miller County. Jane Doe said that, during her first interaction with him on Snapchat, the Defendant asked how old she was, and she told him she was 13. She also said the Defendant had sent her pictures of his face and his own genitalia.
- i. Based on the foregoing, the United States can prove beyond a reasonable doubt, and the Defendant, MICHAEL RAY BEAM, hereby admits and stipulates as true, that, on or about December 15, 2019, in the Western District of Arkansas, Texarkana Division, and elsewhere, the Defendant employed, used, persuaded, induced, enticed, and coerced a minor — namely 13-year-old Jane Doe, who is more fully identified in Count One of the Sealed Indictment — to engage in

sexually explicit conduct, as that term is defined in Title 18, United States Code, Section 2256(2), for the purpose of producing a visual depiction of such conduct, knowing and having reason to know that such visual depiction will be transported and transmitted using any means and facility of interstate and foreign commerce, and such visual depiction has actually been transported and transmitted using any means and facility of interstate and foreign commerce, and further that he attempted to do so, all in violation of Title 18, United States Code, Section 2251(a) and (e).

### **AGREEMENT REGARDING FORFEITURE**

3. The Defendant, MICHAEL RAY BEAM, hereby agrees to consent to, and not to contest in any manner, forfeiture by the states of Arkansas and/or Texas of the following property seized from him on September 18, 2020:

- a. a black “OnePlus” wireless telephone, bearing IMEI No. 865208040529557, and all contents, digital and otherwise, thereof.

The Defendant acknowledges that the above property is subject to forfeiture as proceeds of illegal conduct, property facilitating illegal conduct, and/or property involved in illegal conduct giving rise to forfeiture. The Defendant agrees to execute any and all documents presented to him by state authorities which are necessary to facilitate or complete the state forfeiture of the above-described property. The Defendant further agrees not to assist any other person or entity in contesting state forfeiture of the above-described property. The United States agrees not to seek any further criminal forfeitures pursuant to the Forfeiture Allegation of the Indictment.

### **ADVICE OF RIGHTS**

4. The Defendant hereby acknowledges that he has been advised of his constitutional and statutory rights. Further, the Defendant agrees that he fully understands his right:

- a. To have an attorney, and if he cannot afford an attorney, to have one provided to him and paid for at government expense;
- b. To persist in his plea of not guilty;
- c. To have a speedy and public trial by jury;
- d. To be presumed innocent until proven guilty beyond a reasonable doubt;
- e. To confront and examine witnesses who testify against him;
- f. To call witnesses on his behalf;
- g. To choose to testify or not testify and that no one could force him to testify;
- h. To have at least 30 days to prepare for trial.

#### **WAIVER OF RIGHTS**

5. The Defendant hereby acknowledges that he understands with respect to the count to which he pleads guilty, he thereby WAIVES all of the rights listed in (b) through (h) of the above paragraph.

#### **WAIVER OF ACCESS TO RECORDS**

6. The Defendant hereby waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.

#### **WAIVER OF “HYDE” CLAIM**

7. The Defendant hereby waives any claim under the Hyde Amendment, 18 U.S.C. § 3006A (Statutory Note), for attorney fees and other litigation expenses arising out of the investigation or prosecution of this matter.

### **EFFECTS OF BREACH OF THIS AGREEMENT BY DEFENDANT**

8. Defendant agrees that if after signing this Plea Agreement the Defendant commits any crimes, violates any conditions of release, or fails to appear for sentencing, or if the Defendant provides information to the Probation Office or the Court that is intentionally misleading, incomplete, or untruthful, or if the Defendant violates any term of this Plea Agreement, takes a position at sentencing which is contrary to the terms of this Plea Agreement or attempts to withdraw from this Plea Agreement, this shall constitute a breach of this Plea Agreement which shall release the United States from any and all restrictions or obligations placed upon it under the terms of this agreement, and the United States shall be free to reinstate dismissed charges or pursue additional charges against the Defendant. The Defendant shall, however, remain bound by the terms of the agreement, and will not be allowed to withdraw this plea of guilty, unless permitted to do so by the Court.

9. The Defendant further agrees that a breach of any provision of this Plea Agreement shall operate as a WAIVER of Defendant's rights under Rule 11(f) of the Federal Rules of Criminal Procedure and Rule 410 of the Federal Rules of Evidence, and the United States shall be allowed to use and to introduce into evidence any one or more of the following:

- a. admissions against interest, both oral and written, made by Defendant to any person;
- b. statements made by the Defendant during his change of plea hearing;
- c. the factual basis used at the change of plea hearing;
- d. any testimony given under oath to a grand jury or petit jury;
- e. any and all physical evidence of any kind which the Defendant has provided to the United States; and
- f. any and all information provided by the Defendant to the United States' attorneys, or to federal, state, county, and/or local law enforcement officers.



### WAIVER OF APPELLATE AND POST-CONVICTION RIGHTS

10. In exchange for the United States' concessions in this Plea Agreement, the Defendant waives, to the full extent of the law, any right to appeal or to collaterally attack the conviction and sentence, including any restitution order, as follows:

- a. the Defendant waives the right to directly appeal the conviction and sentence pursuant to 28 U.S.C. § 1291 and/or 18 U.S.C. § 3742(a);
- b. the Defendant reserves the right to appeal from a sentence which exceeds the statutory maximum;
- c. the Defendant expressly acknowledges and agrees that the United States reserves all rights to appeal the Defendant's sentence as set forth in 18 U.S.C. § 3742(b), and *U.S. v. Booker*, 125 S. Ct. 738 (2005);
- d. the Defendant waives the right to collaterally attack the conviction and sentence pursuant to 28 U.S.C. § 2255, except for claims based on ineffective assistance of counsel or prosecutorial misconduct;
- e. the Defendant waives the right to appeal the District Court's determination of the amount of restitution and the Court's subsequent restitution order, if any; and
- f. the Defendant waives the right to appeal the District Court's determination of any forfeiture issues and the Court's subsequent forfeiture order, if any.

### MAXIMUM PENALTIES

11. The Defendant hereby acknowledges that he has been advised of the maximum penalties for the Count to which he is pleading guilty. By entering a plea of guilty to the one count Indictment, the Defendant agrees that he faces:

- a. a maximum term of imprisonment for 30 years;
- b. a mandatory minimum term of imprisonment for 15 years;
- c. a maximum fine of \$250,000;
- d. both imprisonment and fine;
- e. a period of supervised release for any term of years **not less than five years, or for life**, pursuant to 18 U.S.C. § 3583(k) which begins after release from prison;

- f. a possibility of going back to prison if the Defendant violates the conditions of supervised release;
- g. a special assessment of \$100.00;
- h. If applicable, a special assessment of \$5,000 pursuant to 18 U.S.C. § 3014, unless a determination is made by the Court that the Defendant is indigent;
- i. If applicable, a special assessment of not more than \$50,000 pursuant to 18 U.S.C. § 2259A(a)(3), unless a determination is made by the Court that the Defendant is indigent;
- j. restitution as ordered by the court.

### **RECOMMENDATION REGARDING SENTENCE**

12. The parties hereby agree that they will jointly recommend to the Court that an appropriate sentence for the Defendant in this case, in consideration of all relevant conduct and of the factors set forth in 18 U.S.C. § 3553(a), is three hundred sixty (360) months' imprisonment, followed by an appropriate term of supervised release. The parties acknowledge, however, that this recommendation is non-binding on the Court, and that the Court may sentence the defendant to any term of imprisonment from the statutory minimum up to the maximum sentence. The Defendant further agrees that if after signing this plea agreement, the Defendant violates any terms of this plea agreement, or attempts to withdraw from this plea agreement, then the United States will not be bound to recommend the sentence as set forth in this paragraph.

### **SPECIAL ASSESSMENTS**

13. If applicable, the Defendant agrees to pay special assessments in this case of \$5,000 and/or not more than \$50,000, pursuant to 18 U.S.C. §§ 3014 and 2259A(a)(3), respectively, unless the Court determines the Defendant is indigent.

### CONDITIONS OF SUPERVISED RELEASE

14. The Defendant acknowledges that if a term of supervised release is imposed as part of the sentence, the Defendant will be subject to the standard conditions of supervised release as recommended by the United States Sentencing Commission and may be subject to other special conditions of supervised release as determined by the Court. The standard conditions of supervised release are as follows:

- a. The Defendant shall report to the probation office in the federal judicial district where he is authorized to reside within 72 hours of release from imprisonment, unless the probation officer instructs the Defendant to report to a different probation office or within a different time frame.
- b. After initially reporting to the probation office, the Defendant will receive instructions from the court or the probation officer about how and when to report to the probation officer, and the Defendant shall report to the probation officer as instructed.
- c. The Defendant shall not knowingly leave the federal judicial district where he is authorized to reside without first getting permission from the Court or the probation officer.
- d. The Defendant shall answer truthfully the questions asked by the probation officer.
- e. The Defendant shall live at a place approved by the probation officer. If the Defendant plans to change where he lives or anything about his living arrangements (such as the people the Defendant lives with), the Defendant shall notify the probation officer at least 10 days before the change. If notifying the probation officer at least 10 days in advance is not possible due to unanticipated circumstances, the Defendant shall notify the probation officer within 72 hours of becoming aware of a change or expected change.
- f. The Defendant shall allow the probation officer to visit the Defendant at any time at his home or elsewhere, and the Defendant shall permit the probation officer to take any items prohibited by the conditions of the Defendant's supervision that he or she observes in plain view.
- g. The Defendant shall work full time (at least 30 hours per week) at a lawful type of employment, unless the probation officer excuses the Defendant from doing so. If the Defendant does not have full-time employment, he shall try to find full-time employment, unless the probation officer excuses the Defendant from doing so. If the Defendant plans to change where the Defendant works or anything about his

work (such as the position or the job responsibilities), the Defendant shall notify the probation officer at least 10 days before the change. If notifying the probation officer at least 10 days in advance is not possible due to unanticipated circumstances, the Defendant shall notify the probation officer within 72 hours of becoming aware of a change or expected change.

- h. The Defendant shall not communicate or interact with someone the Defendant knows is engaged in criminal activity. If the Defendant knows someone has been convicted of a felony, the Defendant shall not knowingly communicate or interact with that person without first getting the permission of the probation officer.
- i. If the Defendant is arrested or questioned by a law enforcement officer, the Defendant shall notify the probation officer within 72 hours.
- j. The Defendant shall not own, possess, or have access to a firearm, ammunition, destructive device, or dangerous weapon (i.e., anything that was designed, or was modified for, the specific purpose of causing bodily injury or death to another person, such as nunchakus or Tasers).
- k. The Defendant shall not act or make any agreement with a law enforcement agency to act as a confidential human source or informant without first getting the permission of the court.
- l. If the probation officer determines that the Defendant poses a risk to another person (including an organization), the probation officer may require the Defendant to notify the person about the risk and the Defendant shall comply with that instruction. The probation officer may contact the person and confirm that the Defendant has notified the person about the risk.
- m. The Defendant shall follow the instructions of the probation officer related to the conditions of supervision.

**DEFENDANT'S ACKNOWLEDGMENT OF  
REQUIREMENT TO REGISTER AS A SEX OFFENDER**

15. I, MICHAEL RAY BEAM, understand and acknowledge that I have been advised and understand that, under the Sex Offender Registration and Notification Act, Title 34 U.S.C. § 20901 *et seq.* (formerly codified at 42 U.S.C. § 16901 *et seq.*), I must register and keep the registration current in each of the following jurisdictions: where I reside; where I am an employee; and where I am a student. I further understand that the requirements for registration include providing my name, my residence address, and the names and addresses of any places where I am

or will be an employee or student, among other information. I further understand that the requirement to keep the registration current includes informing the jurisdiction where I reside, am employed, or attend school no later than three business days after any change of my name, residence, employment, or student status. I have been advised and understand that failure to comply with these obligations subjects me to prosecution for failure to register under federal law in violation of Title 18, United States Code, Section 2250, which is punishable by a fine or imprisonment or both.

**RESTITUTION FOR IDENTIFIED VICTIMS PURSUANT TO 18 U.S.C. § 2259.**

16. The Defendant agrees and acknowledges that victim restitution in this case is governed by the provisions of 18 U.S.C. § 2259 and will be determined by the court at the sentencing hearing. The Defendant acknowledges that restitution imposed is not dischargeable in any bankruptcy proceeding, pursuant to 18 U.S.C. § 3613(e).

**AGREEMENT TO PROVIDE FINANCIAL INFORMATION**

17. Defendant agrees that no later than forty-five (45) days before the date set for sentencing, the Defendant shall provide to the United States Probation Office a financial disclosure form -- sworn by Defendant to be true and correct under penalty of perjury--listing all his assets and financial interests valued at more than \$1,000. Defendant understands that these assets and financial interests include all assets and financial interests in which Defendant has an interest or had an interest prior to the Defendant's arrest or prosecution, direct or indirect, whether held in Defendant's own name or in the name of another, in any property, real or personal. Defendant shall also identify all assets valued at more than \$5,000 which have been transferred to third parties since the Defendant's arrest or prosecution, including the location of the assets and the identity of the third party(ies).

**PAYMENT OF MONETARY PENALTIES**

18. The Defendant agrees that monetary penalties to include special assessments, fine, and/or restitution imposed by the Court will be (i) subject to immediate enforcement as provided in 18 U.S.C. § 3613c, and (ii), submitted to the Treasury Offset Program so that any federal payment such as an income tax refund or transfer of returned property the Defendant receives may be offset and applied to federal debt without affecting the periodic payment schedule ordered by the Court.

**NO OTHER CHARGES**

19. The United States agrees that no other federal charges which stem from activities described in the Indictment will be brought against the Defendant in the Western District of Arkansas.

**AGREEMENT OF THE UNITED STATES ATTORNEY'S OFFICE FOR THE EASTERN DISTRICT OF TEXAS**

20. For purposes of this paragraph, the United States acts by and through Brit Featherston, United States Attorney for the Eastern District of Texas. The United States agrees that no federal charges will be brought against the Defendant for offenses committed in the Eastern District of Texas prior to this Plea Agreement against victims whose names and/or initials were included in discovery materials provided to the Defendant, or made available for his attorney's review, on or before the date of this Plea Agreement. By signing this Plea Agreement, the Defendant and his counsel agree that all such identified victims, including victims in the Eastern District of Texas, will have the opportunity to submit impact statements pursuant to 18 U.S.C. § 3771, and also to appear and be heard in court proceedings as allowed by law.

**SENTENCING GUIDELINES ARE ADVISORY BUT NOT MANDATORY**

21. The parties acknowledge that the Court shall consult and take into account the United States Sentencing Commission Guidelines in determining the sentence, but that the Court is not bound by the Guidelines and may sentence the Defendant to any sentence within the statutory range.

**AGREEMENT DOES NOT PROMISE A SPECIFIC SENTENCE**

22. The Defendant acknowledges that discussions have taken place concerning the possible guideline range which might be applicable to this case. The Defendant agrees that any discussions merely attempt to guess at what appears to be the correct guideline range and do not bind the District Court. Further, the Defendant acknowledges that the actual range may be greater than contemplated by the parties. In the event that the actual guideline range is greater than the parties expected, the Defendant agrees that this does not give him the right to withdraw his plea of guilty.

**RELEVANT CONDUCT CONSIDERED**

23. At the sentencing hearing, the United States will be permitted to bring to the Court's attention, and the Court will be permitted to consider, all relevant information with respect to Defendant's background, character and conduct, including the conduct that is the subject of this investigation for which he has not been charged up to the date of the Agreement, and/or which is the basis for any of the counts which will be dismissed pursuant to this Agreement, as provided by § 1B1.3 of the Sentencing Guidelines.

### **PERJURY**

24. In the event that it is determined that the Defendant has not been truthful with the Court as to any statements made while under oath, this Plea Agreement shall not be construed to protect the Defendant from prosecution for perjury or false statement.

### **CONCESSIONS BY THE UNITED STATES**

25. The United States agrees not to object to a finding by the Probation Office or a ruling of the Court which awards the Defendant an appropriate-level decrease in the base offense level for acceptance of responsibility. If the offense level in the Presentence Report is 16 or greater, and the Presentence Report awards two points for acceptance of responsibility, the United States agrees to move for an additional one-point reduction for acceptance of responsibility for a total of three points. However, the United States will not be obligated to move for an additional one-point reduction or recommend any adjustment for acceptance of responsibility if Defendant engages in conduct inconsistent with acceptance of responsibility including, but not limited to, the following a) falsely denies, or makes a statement inconsistent with, the factual basis set forth in this agreement, b) falsely denies additional relevant conduct in the offense, or gives conflicting statements about that involvement, c) is untruthful with the United States, the Court, or Probation Officer, or d) materially breaches this Plea Agreement in any way.

### **UNITED STATES' RESERVATION OF RIGHTS**

26. Although the United States agrees not to object to certain findings by the Probation Office or to rulings of the Court, it reserves the right to:

- a. make all facts known to the Probation Office and to the Court;
- b. call witnesses and introduce evidence in support of the Presentence Report;
- c. contest and appeal any finding of fact or application of the Sentencing Guidelines;



- d. contest and appeal any departure from the appropriate Guideline range; and
- e. defend all rulings of the District Court on appeal including those rulings which may be contrary to recommendations made or positions taken by the United States in this Plea Agreement which are favorable to the Defendant.

#### **NO RIGHT TO WITHDRAW THE GUILTY PLEA**

27. The United States' concessions on sentencing options are non-binding and made pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure. As a result, if the Court should reject the Defendant's requests or recommendations for certain findings of fact or applications of the Guidelines, the Defendant acknowledges that there is no right to withdraw the guilty plea.

#### **DISMISSAL OF COUNTS**

28. The United States' agreement to dismiss Counts 2, 3 and 4 is made pursuant to Rule 11(c)(1)(A) of the Federal Rules of Criminal Procedure. As a result, if the Court should reject the United States' motion to dismiss Counts 2, 3 and 4, the Defendant shall be afforded the right to withdraw his plea pursuant to Rule 11(c)(5)(B) of the Federal Rules of Criminal Procedure.

#### **AGREEMENT NOT BINDING ON THE COURT**

29. The parties agree that nothing in this Agreement binds the District Court to:
- a. make any specific finding of fact;
  - b. make any particular application of the Sentencing Guidelines;
  - c. hand down any specific sentence; and
  - d. accept this Plea Agreement.
30. The United States and the Defendant acknowledge that the Court has an obligation to review the Presentence Report before it accepts or rejects this Plea Agreement.

**AGREEMENT DOES NOT BIND ANY OTHER ENTITIES**

31. The Defendant and his counsel understand and agree that the provisions of Paragraph 20 of this Plea Agreement are binding solely upon the United States Attorney's Office for the Eastern District of Texas, and no other governmental entity. The parties further agree that, in all other respects, this Plea Agreement does not bind any governmental entity other than the United States Attorney's Office for the Western District of Arkansas.

**SPECIAL ASSESMENT**

32. The Defendant agrees that he will pay \$100.00 as the special assessment in this case.

**REPRESENTATIONS BY THE DEFENDANT**

33. By signing this Plea Agreement, the Defendant acknowledges that:
- a. The Defendant has read this Agreement (or has had this Agreement read to him) and has carefully reviewed every part of it with defense counsel.
  - b. The Defendant fully understands this Plea Agreement and is not under the influence of anything that could impede the Defendant's ability to fully understand this Plea Agreement.
  - c. No promises, agreements, understandings, or conditions have been made or entered into in connection with the decision to plead guilty except those set forth in this Plea Agreement.
  - d. The Defendant is satisfied with the legal services provided by Defense Counsel in connection with this Plea Agreement and matters related to it.
  - e. The Defendant has entered into this Plea Agreement freely, voluntarily, and without reservation, and the Defendant's desire to enter a plea of guilty is not the result of threats or coercion directed at the Defendant or anyone connected with the Defendant.

**REPRESENTATIONS BY DEFENSE COUNSEL**

34. By signing this Plea Agreement, Counsel for the Defendant acknowledges that:


- a. Counsel has carefully reviewed every part of this Agreement with the Defendant and this Agreement accurately and completely sets forth the entire agreement between the United States and the Defendant.
- b. Counsel has explained the ramifications of the Plea Agreement to the Defendant, and believes that the Defendant understands this Plea Agreement, what rights are being lost by pleading guilty, and what the United States has agreed to do in exchange for the plea of guilty.
- c. The Defendant's decision to enter into this Agreement is an informed and voluntary one.

**PLEA AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT**

35. The Defendant and his attorney both acknowledge that this Plea Agreement constitutes the entire agreement of the parties. Further, all parties agree that there are no oral agreements or promises which have been made to induce the Defendant to change his plea to guilty.

Dated this 28th day of January, 2022.

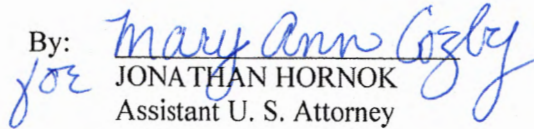
✓   
 \_\_\_\_\_  
 MICHAEL RAY BEAM  
 Defendant

  
 \_\_\_\_\_  
 MATTHEW HILL  
 Attorney for Defendant

DAVID CLAY FOWLKES  
UNITED STATES ATTORNEY  
WESTERN DISTRICT OF ARKANSAS

By: **GRAHAM JONES** Digitally signed by GRAHAM JONES  
 Date: 2022.01.31 10:16:10 -06'00'  
 \_\_\_\_\_  
 GRAHAM JONES  
 Assistant U. S. Attorney

BRIT FEATHERSTON  
UNITED STATES ATTORNEY  
EASTERN DISTRICT OF TEXAS

By:   
 JONATHAN HORNOK  
 Assistant U. S. Attorney