

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Frank George Rogers, individually and derivatively as a member and on behalf of Exodus Aircraft, LLC,

Plaintiffs,

v.

Joshua Brett Kimbrell, Liliya Shcherba Robertson Kimbrell, Exodus Airways, LLC, Thomas Blake Whitaker,

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Civil Action No. 2025-CP-23-04210

**PLAINTIFFS' REPLY TO DEFENDANTS' COUNTERCLAIMS
(JURY TRIAL DEMANDED)**

Plaintiffs Frank Rogers (“Rogers”), individually and derivatively on behalf of Plaintiff Exodus Aircraft, LLC (“Exodus” or “Company”) (collectively, “Plaintiffs”), reply to the allegations and claims set forth in the Answer and Counterclaims of Defendants Joshua Brett Kimbrell (“Kimbrell”) Liliya Scherba Robertson Kimbrell (“Liliya” or “Spouse”), Exodus Airways, LLC (“Sham Exodus”), and Thomas Blake Whitaker (“Whitaker”) (collectively, “Defendants”).

FIRST DEFENSE

Unless specifically admitted herein, Plaintiffs deny each and every allegation of Defendants’ Answer and Counterclaims.

DEFENDANTS' ANSWER TO PLAINTIFFS' VERIFIED COMPLAINT

1-17. No response is necessary to Defendants’ answer (¶¶ 1-17). To the extent a response is required, however, Plaintiffs deny the allegations set forth in paragraphs 1 through 17.¹

¹ Plaintiffs specifically deny any allegation that Rogers violated any duties owed to Kimbrell and Exodus, as referenced in paragraph 12.

FIRST COUNTERCLAIM
(BREACH OF FIDUCIARY DUTY)

18. Responding to paragraph 18, Plaintiffs reallege and incorporate their responses to the preceding paragraphs, to the extent not inconsistent, as if repeated verbatim herein.²

19. Responding to the allegations of paragraph 19, Plaintiffs admit that Rogers was then a fifty (50%) percent owner (now a 100% percent owner) of Exodus. The remaining allegations of paragraph 19 contain one or more purported legal conclusions, to which no response is required. To the extent a response is required, however, Plaintiffs deny the remaining allegations.

20. Plaintiffs deny the allegations of paragraph 20.

21. Plaintiffs deny the allegations of paragraph 21.

SECOND COUNTERCLAIM
(CONVERSION)

22. Responding to paragraph 22, Plaintiffs reallege and incorporate their responses to the preceding paragraphs, to the extent not inconsistent, as if repeated verbatim herein.

23. Plaintiffs deny the allegations of paragraph 23.

24. Plaintiffs deny the allegations of paragraph 24.

25. Plaintiffs deny the allegations of paragraph 25.

THIRD COUNTERCLAIM
(DEFAMATION)

26. Responding to paragraph 26, Plaintiffs reallege and incorporate their responses to the preceding paragraphs, to the extent not inconsistent, as if repeated verbatim herein.

27. Plaintiffs deny the allegations of paragraph 27.

² In replying to Defendants' Counterclaims, the numbering of Plaintiffs' paragraphs corresponds to the numbering within Defendants' Counterclaims.

28. Plaintiffs deny the allegations of paragraph 28.
29. Plaintiffs deny the allegations of paragraph 29.
30. Plaintiffs deny the allegations of paragraph 30.
31. Plaintiffs deny the allegations of paragraph 31.
32. Plaintiffs deny the allegations of paragraph 32.
33. Plaintiffs deny the allegations of paragraph 33.
34. Plaintiffs deny the allegations of paragraph 34.

DEFENDANTS' PRAYER FOR RELIEF

Plaintiffs deny Defendants are entitled to any relief requested in the WHEREFORE clause of Defendants' Answer and Counterclaim, including subparts (a) through (c).

SECOND DEFENSE
(TRUTH)

All statements made by Plaintiffs were true or substantially true and thus not defamatory. As a result, Defendants cannot discharge their burden of proof as to their defamation claims, which require proof of material falsity. Defendants attempt to advance a false counter-narrative through their counterclaims. And Josh Kimbrell has likewise advanced a false counter-narrative outside of the courtroom, including during a recent podcast interview (while sipping Pinot Noir), where he falsely portrayed this lawsuit as being “insane,” “completely factually inaccurate,” and motivated by “personal greed. . . .”³ Despite repeated attempts to fabricate such a false narrative, as described in detail below, significant evidence demonstrates *Kimbrell*—not Rogers—unlawfully diverted and converted millions of dollars in corporate funds for Defendants’ personal benefit using a sham

³ Bourbon in the Backroom Podcast, *Preservation of Institutions with Gubernatorial Candidate, Senator Josh Kimbrell* (Aug. 11, 2025), at 49:32.

company with a name intentionally chosen to ensure it was confused with the real Exodus. Kimbrell also released a statement to news outlets stating the following:

“Please be clear, the Consent Order that was filed yesterday is no way an admission or suggestion that the Case filed against me and my wife has any merit. This lawsuit is frivolous, absurd, and political gamesmanship. Plain and simple this lawsuit will not succeed in any manner. The Consent Order was filed at the advice and direction of my legal team. I look forward to defending myself and my wife as well as protecting the interests of our investors. I will follow the direction of my legal team and focus on the needs of my constituents and the State of South Carolina.” (www.foxcarolina.com 07/23/2025)

Published to millions, Kimbrell’s statements were not only defamatory of Rogers but also a continued effort to use the wire to make more false statements in an effort to conceal his fraudulent acts.

Along with the foregoing, Plaintiffs in support of their second defense specifically, and all of their defenses generally, hereby plead the following facts as supported by illustrative (but non-exhaustive) evidence unearthed to date. On October 25, 2022, Rogers acquired a 50% ownership interest in Exodus. (**Ex. 1 Affidavit of Frank Rogers line 2**). Although Kimbrell assumed the fiduciary duties and obligations of the managing member, Rogers possessed, among other powers, the right to participate in financial decisions concerning and impacting Company business operations. As the managing member and fiduciary, Kimbrell maintained full operational control over Exodus, including access to and authority over all accounts maintained by Pinnacle Bank. While Rogers provided substantial financial support to Exodus through capital contributions, personally servicing corporate debt, and guaranteeing loans and lines of credit, Kimbrell furnished virtually no (or no) financial backing to the Company. (**Affidavit of Frank Rogers line 4**). On April 30, 2024, Kimbrell secretly incorporated Exodus Airways, LLC (“Sham Exodus”) to hide

his siphoning and diversion of Exodus proceeds from Rogers.⁴ Rogers became aware of Sham Exodus's existence around January of 2025. Rogers and his wife, Sonya, immediately confronted Kimbrell about suspicious activity with Exodus's bank accounts, including the wiring of Exodus proceeds to an account held by the then-unknown Sham Exodus. On January 29th, 2025, Kimbrell answered Sonya (by text) about both the financial transaction and Sham Exodus and he made the following intentional misrepresentations:

I had to check into that, I did not request that to be wired, that was an incoming deposit for a flight. They're reversing that. I have a consulting account, that I do FAA consulting with and they misunderstood and confused. Not related and they're reversing.

(Exhibit 3). Kimbrell, attempting to conceal Sham Exodus and his diversion of its assets from Rogers, blatantly lied about both Sham Exodus's existence and its purpose. Thereafter, Kimbrell deliberately continued to mislead Rogers. Despite Rogers' repeated requests, Kimbrell refused and still refuses to provide a transparent accounting of Exodus's finances, including over \$2 Million Dollars in corporate proceeds that went missing during Josh Kimbrell's tenure as Exodus's manager and fiduciary.

FRAUDULENT ACTIVITY INVOLVING THE INCORPORATION OF SHAM EXODUS

Upon incorporating Sham Exodus, Kimbrell, working in concert with Pinnacle loan officer, Blake Whitaker, opened a secret bank account for "Exodus Airways" at Pinnacle Bank, the same institution where the legitimate Exodus maintained its account. Coupled with his intentionally confusing name choice for Sham Exodus, Kimbrell's second calculated move (*i.e.*, to open the sham account at the same bank) was once again designed to confuse both customers and vendors

⁴ On March 10, 2025, Lilya was added as a 50% owner of Sham Exodus. (**Affidavit of Frank Rogers**) (Ex. 2, Amended Articles of Organization for Sham Exodus).

to divert funds unwittingly to Sham Exodus, although meant for the true Exodus. In a deliberate effort to divert corporate funds, Kimbrell orchestrated a series of fraudulent acts, including:

- Kimbrell began altering Exodus Aircraft's contracts for private charters with customers to reflect the name-style, "Exodus Air," as the company offering the charters instead of Exodus Aircraft, in order to facilitate the diversion of funds to Sham Exodus, which held no assets let alone an actual plane. (**Ex. 4**)
- On at least seven occasions, upon receipt of a check from the vendor for the private charter services, Kimbrell would deposit the check made out to "Exodus Air" into the Sham Exodus account by having the check mailed to his home address in an effort to hide the payments from Rogers. (**Ex. 5 and Affidavit of Frank Rogers line 9**)
- On at least 17 occasions, Kimbrell provided wiring instructions to vendors/customers for the Sham Exodus account where such proceeds would be wired into the Sham Exodus account; (**Affidavit of Frank Rogers line 9**); and
- From at least October 31, 2024 until May 29, 2025 alone, Kimbrell diverted proceeds earned by and owed to Exodus into Sham Exodus in the amount of \$1,152,675.68. (**Ex. 6**)

The formation of Sham Exodus and the fraudulent diversion of Exodus proceeds would not have been possible without the assistance of Blake Whitaker. Since April 2022, Whitaker had effectively been the exclusive banker of Kimbrell at Pinnacle Bank and was familiar with Kimbrell's accounts, including Kimbrell's campaign account, personal account, and money market account. Whitaker was also familiar with the accounts for both Exodus and Sham Exodus. And, to make matters worse, Whitaker further served as Rogers' personal banker and had direct knowledge of his account activity.

On July 16, 2024, to open Sham Exodus's Pinnacle Bank Account, Kimbrell transmitted directly to Whitaker the following corporate documents for Sham Exodus: Articles of Organization, EIN, IRS forms, and Certificate of Existence. (**Ex 7**). In December 2024, at Kimbrell's specific direction, Whitaker obtained documentation authorizing wire transfer capabilities for the Sham Exodus account. Following that, at Kimbrell's specific direction, Whitaker facilitated multiple transfers of funds between Sham Exodus and Exodus (**Ex. 8**).

Whitaker and Kimbrell did so with full knowledge that Rogers then owned 50% owner of Exodus. Yet, neither disclosed the existence of Sham Exodus to Rogers, nor the diversion of Exodus's funds, at any point.

To enhance the diversion of funds from Exodus into Sham Exodus, Kimbrell repeatedly provided vendors with wiring instructions linked to the Sham Exodus account instead of the real Exodus account. Kimbrell further carried out this ongoing fraudulent scheme by leveraging an aviation business management platform known as JetInsight.⁵ Josh Kimbrell deliberately altered the wiring instructions within JetInsight to redirect payments to the Sham Exodus account. As a result, vendors (primarily private brokers) unwittingly wired payments for Exodus' Embraer charter flights directly into the Sham Exodus bank account through the JetInsight platform, based on the false wiring instructions Kimbrell had configured to divert those payments into the account held by Sham Exodus. (**Ex. 9**).

To further facilitate the diversion of funds through Sham Exodus, Kimbrell began recruiting a specific investor, Richard Lackey ("Lackey").⁶ Beginning around December 2024, Kimbrell discussed Exodus's financials with Lackey and disclosed the creation of Sham Exodus. In a December 11, 2024 email to Lackey ("Lackey Secrecy Email"), Kimbrell explicitly stated that Sham Exodus *should not be confused with Exodus*, describing it as an "asset protection company" intended to shield Exodus's assets (*i.e.*, assets for which Rogers provided substantial funding and Kimbrell did not), which Kimbrell described to Lackey as "*our cash flow.*" (**Ex. 10**, Lackey

⁵ JetInsight is an aviation management software used by Exodus to manage its private aircraft charter operations. FAA regulations require charter companies to utilize an approved business management system. JetInsight meets those standards and enables the FAA to monitor flight activity and aircraft maintenance. Additionally, JetInsight facilitates vendor payments for charter services, which necessitates that the system's manager provide wiring instructions.

⁶ Lackey is an investor in one of the Investment Funds as well as a debt holder in Exodus.

Secrecy Email). Kimbrell further instructed Lackey to maintain the Sham Exodus account's secrecy to prevent Rogers from discovering its existence. (*Id*). In the Lackey Secrecy Email, Kimbrell outright admits he concealed both Sham Exodus and the Sham Exodus bank account from Rogers, also explaining to Lackey that to maintain secrecy, Kimbrell routed payments through his personal account and used Sham Exodus to pay vendors directly. Kimbrell signed the email, "Honorable Joshua B. Kimbrell, Exodus Air-CEO, SC Senator District 11. The full email appears below:

From: [Josh Kimbrell](#)
To: [Richard Lackey](#)
Subject: Bank Statements for Exodus Airways
Date: Wednesday, December 11, 2024 2:21:19 PM
Attachments: [Exodus Airways Nov 2024 Statement.pdf](#)
[Exodus Airways Oct 2024 Statement.pdf](#)

Richard,

As promised, I am attaching the bank statements for Exodus Airways (not to be confused with Exodus Aircraft) where I have protected our cash flow since the beginning of October. There is a clear accounting here of all payments coming in that will be intercompany transferred for accounting to Exodus Aircraft, LLC and it is paying the expenses of Exodus Aircraft, LLC.

To continue to protect the secrecy of this account from any efforts by a certain someone and his adviser from becoming wise to the existence of this account, when I have needed funds in the Exodus Aircraft account I have paid them via my personal Joshua Kimbrell account as shown. These are only passthrough payments. Otherwise, I have paid vendors directly through Exodus Airways as you see here.

Please call me with any questions.

-Josh

Honorable Joshua B. Kimbrell
Exodus Air - CEO
SC Senator District 11
josh@exodusaircraft.com
864-553-0606

USE OF EXODUS INVOICES TO OBTAIN OR ATTEMPT TO OBTAIN LOANS FOR SHAM EXODUS

Kimbrell and Liliya attempted to secure personal lines of credit from three separate financial institutions by improperly using Exodus private invoices. On March 11, 2025, Kimbrell emailed a loan officer with First Horizon Bank (“First Horizon”),⁷ requested a \$50,000 loan and attached Sham Exodus’ bank statements from December 2024 through February 2025. In the email, Kimbrell claimed “his” company holds contracts with NASCAR and Xfinity, and that it earns brokerage fees through Sham Exodus based on a margin structure. The bank statements, however, reflect diverted income from the chartering of Exodus’s Embraer aircraft (not brokerage fees). (*Id.*) On March 17th, 2025 Kimbrell abandoned the relationship with Horizon Bank. (**Ex. 11**)

On March 17, 2025, Kimbrell submitted yet another loan request, this time to Coastal Carolina National Bank (“CCNB”), enclosing financial records and invoices from Sham Exodus in support of the application, which again reflected income diverted from Exodus Aircraft. (**Ex. 12**, CCNB Email Thread). In this instance, Kimbrell also falsely identified Lackey as a partner and⁸ requested that Lackey be added as a signatory on the account. (*Id.*)

Kimbrell then made a third attempt to obtain financing, this time at Foothills Credit Union (“FCU”). In an email to FCU, Kimbrell again falsely represented Sham Exodus as a “brokerage firm” and once again attempted to use its bank statements, inflated with Exodus Aircraft’s rightful revenues, as collateral to secure a loan. (**Ex. 13**, FCU Email Thread).

When comparing the Lackey Secrecy Email with Kimbrell’s efforts to use and misrepresent Exodus’s financial records to support loan applications (again, involving Lackey),

⁷ According to email records, Lackey referred Kimbrell to First Horizon Bank. (**Ex. 11**, First Horizon Thread).

⁸ Lackey is only an investor in and debt holder of Exodus. He has never had any equity interest in Exodus.

Plaintiffs are reasonably informed and believe Kimbrell and Lackey conspired to misappropriate Exodus's assets, including the use and revenues from Exodus's Embraer jet.

DIVERSION OF EXODUS FUNDS TO LILIYA AND KIMBRELL FROM EXODUS

Kimbrell maintained control over both the Exodus and Sham Exodus bank accounts. He systematically exploited that control to divert Exodus funds into personal accounts belonging to himself and Liliya. Between December 2018 and April 2025, Kimbrell—who also maintained control over a corporate American Express credit card issued in Rogers' name (“Rogers AmEx”—diverted more than \$155,000 to Liliya's personal accounts. (**Affidavit of Frank Rogers line 11**). Kimbrell also transferred amounts of money to Liliya's PayPal account and paid off her personal credit card at different times with both Exodus funds and the Rogers AmEx. (**Affidavit of Frank Rogers line 11**).⁹ To cover up the diversion of assets to his wife, Liliya, Kimbrell hid the payments from accounting professionals and made small transfers over time to avoid arousing suspicion. Further, from October of 2022 through July 14, 2025, Kimbrell transferred over \$300,000 from the Exodus bank account to pay off his own personal credit card. As with the foregoing interested transactions, Kimbrell made all such payments without notifying Rogers.

DIVERSION OF FUNDS THROUGH DAVE WILSON AND PLATFORM STRATEGIES

Platform Strategies, LLC (“Platform Strategies”) is a political consulting company based in Lexington, South Carolina and owned by Dave Wilson. Wilson is also the campaign manager of Josh Kimbrell for Senate. Between April 2020 and October 2024, Kimbrell used the Rogers AmEx, Exodus's bank account (via wire transfers), and the Exodus credit card to funnel a total of \$234,865.30 to Platform Strategies. (**Ex. 14**). Simply no *bona fide* explanation exists as to why

⁹ Liliya Kimbrell is not a W-2 or W-9 employee for Exodus.

Kimbrell secretly used both the Rogers AmEx and Exodus funds to pay Platform Strategies in pursuit of his political aspirations.

THIRD DEFENSE¹⁰
(FAILURE TO STATE A CLAIM)

Defendants fail to state a claim upon which relief can be granted, and their claims should be dismissed pursuant to Rule 12(b)(6), SCRCP.

FOURTH DEFENSE
(INSUFFICIENT PARTICULARITY)

Defendants' claims are barred because they lack sufficient particularity to permit a determination of what statements they are claiming convey the alleged defamatory meaning.

FIFTH DEFENSE
(CONSTITUTIONAL AND COMMON LAW BARS)

Defendants' claims are barred in whole or part by the First and Fourteenth Amendments to the United States Constitution, Article I & 2 of the South Carolina Constitution, and/or by common law.

SIXTH DEFENSE
(PUBLIC FIGURE DOCTRINE)

At all relevant times, Defendant Kimbrell was a public figure for purposes of the law of defamation as relevant to his claims in this action.

SEVENTH DEFENSE
(PUBLIC CONCERN DOCTRINE)

¹⁰ By asserting the below defenses, Plaintiffs do not assume the burden of proof when it is otherwise placed on Defendants under applicable law.

The statements in question are all related to matters of substantial public interest and legitimate public concern.

EIGHTH DEFENSE
(LITIGATION PRIVILEGE)

The statements in question are all protected by the litigation privilege and Plaintiffs are therefore entitled to absolute immunity.

NINTH DEFENSE
(FAILURE TO PLEAD DAMAGES WITH PARTICULARITY)

The allegations in the counterclaims fail to state a claim for which actual, consequential, incidental, special, or punitive damages may be awarded.

TENTH DEFENSE
(NO CLAIM FOR ATTORNEY'S FEES OR COSTS)

The allegations in the counterclaims fail to state a claim for which attorneys' fees or costs may be awarded.

ELEVENTH DEFENSE
(SET-OFF)

Any damages of Defendants, which are denied, are subject to set off by the damages of Plaintiffs.

TWELFTH DEFENSE
(LACK OF PROXIMATE CAUSE)

Plaintiffs did not proximately cause any injury that Defendants allegedly suffered.

THIRTEENTH DEFENSE
(INTERVENING ACTS)

Defendants' alleged damages, if any, are the result of their own conduct or the conduct of other beyond Plaintiffs' control and for whom Plaintiffs are not legally responsible.

FOURTEENTH DEFENSE
(DUTY TO MITIGATE)

Defendants have failed to mitigate their damages, if any.

FIFTEENTH DEFENSE

Defendants are not entitled to recover any punitive damages because any such award would violate Plaintiffs' rights to due process and equal protection under the law, under the United States Constitution and South Carolina Constitution, and the Fairness in Civil Justice Act, S.C. Code §§ 15-32-510, et seq, and/or other state laws of common law of the State of South Carolina.

SIXTEENTH DEFENSE
(WAIVER, ESTOPPEL, ACQUIESCENCE, DELAY, LACHES, UNCLEAN HANDS)

The claims by Defendants are barred by equitable defenses, including, without limitation, waiver, estoppel, acquiescence, delay, laches unclean hands, and related principles of equity, to the extent applicable.

SEVENTEENTH DEFENSE
(UNJUST ENRICHMENT)

The claims by Defendants are barred, in whole or in part, because Defendants would be unjustly enriched if they were to prevail on their claims against Plaintiffs.

EIGHTEENTH DEFENSE
(EX TURPI CAUSA/IN PARI DELICTO)

The claims by Defendants are barred, in whole or in part, because of the doctrines of ex turpi causa and in pari delicto.

RESERVATION OF RIGHTS

Plaintiffs hereby give notice that, due to their incomplete knowledge as to the matters set forth in Defendants' counterclaims, they are unable to determine whether they have additional defenses not expressly enumerated in the preceding paragraphs or elsewhere in this Reply. Plaintiffs thus reserve their right to amend their Reply, to assert additional defenses and to rely upon those additional defenses to the extent they become available or apparent during discovery or further proceedings in this action.

PRAYER FOR RELIEF

WHEREFORE, having fully replied to the claims of Defendants Joshua Brett Kimbrell, Liliya Scherba Robertson Kimbrell, Exodus Airways, LLC, and Thomas Blake Whitaker, Plaintiffs Frank George Rogers, individually and derivatively as a member and on behalf of Exodus Aircraft, LLC pray that Defendants' counterclaims be dismissed with prejudice, for an award of costs, and for such other and further relief as the Court may deem just and proper.

Respectfully submitted,

WILKINS DAVIS, LLC

/s/ Lane W. Davis

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GALLIVAN, WHITE & BOYD, P.A.

/s/ Carter R. Massingill

Carter R. Massingill (SC Bar No. 101802)
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cmassingill@gwblawfirm.com
iconits@gwblawfirm.com

Attorneys for Plaintiffs

August 25, 2025

EXHIBIT 1

SECOND DEFENSE (TRUTH)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Frank George Rogers, individually and
derivatively as a member and on behalf of
Exodus Aircraft, LLC,

Case No. 2025-CP-23-04210

Plaintiffs,

v.

Joshua Brett Kimbrell, Liliya Shcherba
Robertson Kimbrell, Exodus Airways, LLC,
Thomas Blake Whitaker,

Defendants.

AFFIDAVIT OF FRANK G. ROGERS

Personally appeared before me, Frank George Rogers, who after first being duly sworn,
deposes and states as follows:

1. My name is Frank G. Rogers (Rogers). I am a citizen and resident of Greenville
County, South Carolina. I am above the age of eighteen (18), of sound mind, and I
submit this affidavit based upon my personal knowledge.
2. I am the Plaintiff in the above-referenced action and I own fifty percent of the
units of Exodus Aircraft, LLC (Exodus Aircraft) which is a Delaware limited liability
company. I purchased fifty percent of Exodus Aircraft on October 25, 2022 pursuant to a
Membership Interest Purchase Agreement (Attachment A). Joshua B. Kimbrell
(Kimbrell) owns fifty percent of Exodus Aircraft and is the Managing Member of Exodus
Aircraft with all the rights, obligations and fiduciary duties associated with being the
Manager.

3. Exodus Aircraft is a private airplane charter company. Its only airplane is an Embraer EMB-145EP fixed wing thirty passenger multiengine jet registered in the name of Exodus Aircraft and authorized by the FAA (Attachment B) to engage in private airplane chartering services.

4. Exodus Aircraft began chartering services of the Embraer airplane to private individuals and companies. Kimbrell, as the Manager Member managed and operated the airplane chartering services. Exodus Aircraft was financed through capital contributions from Rogers, financing agreements with revolving letters of credit and raising capital from accredited investors. Kimbrell, as Managing Member, exercised authority over all bank accounts for Exodus Aircraft.

5. Kimbrell engaged in multiple schemes to divert funds away from Exodus Aircraft into his personal bank account or companies owned by him.

6. On April 30, 2024 Kimbrell incorporated Exodus Airways, LLC (Airways) a South Carolina limited liability company (attachment C) owned by Kimbrell and eventually his wife Liliya Shcherba Robertson Kimbrell (Liliya) with each having a fifty percent ownership share. The name is strikingly similar Exodus Aircraft. Liliya is not a member of Exodus Aircraft.

7. Kimbrell opened a bank account at Pinnacle Bank in the name of Airways in at least October of 2024 for the purpose of diverting funds from Aircraft airplane charter contracts.

8. Thomas Blake Whitaker (Whitaker) was a loan officer at Pinnacle Bank, at least between April 2024 to May of 2025, and assisted Kimbrell in diverting Aircraft finds to

Airways by allowing deposits or wire transfers to be deposited into Airways bank account.

9. The scheme defrauding Exodus Aircraft by using the similarly named Airways was conducted by Kimbrell and Whitaker as follows: Invoices were sent to individuals or companies for the chartered services of Exodus Aircraft's airplane. The invoices or agreements contained the Exodus Aircraft name but utilize the bank routing and wiring instructions for the Airways bank account. Kimbrell would either provide the individual or company bank and routing instructions for Airways and the money would be wired to Airways bank account or he would instruct the individual or company to write a check in the name of "Exodus Air". By instructing the individual or corporation to leave the "Craft or Ways" from the payor section of the check or wire, he was able to deposit the funds into the Airways account. Whitaker, as the loan officer, would allow the deposits or wire transfers to be deposited into Airways bank account even though he knew the incoming money was intended for Exodus Aircraft. The amount of funds diverted pursuant to this scheme was 1,152,675.68 (Attachment D are the Exodus Aircraft Invoices and Airways bank records showing the deposits).

10. In or around May or June of 2025, Whitaker was no longer employed with Pinnacle Bank thus losing Whitaker's assistance in diverting the funds. At least upon June 30, 2025 Kimbrell, in effort to continue to divert funds, changed the payment method of Exodus Aircraft invoices to be paid to Airways (Attachment E showing Aircraft invoice to be paid to Airways bank account).

11. In addition to the diversion of Exodus Aircraft funds through the sham Airways company, Kimbrell engaged in unauthorized expenditures of corporate funds to pay his own campaign expenses, the unauthorized use of Roger's credit cards, unauthorized use of Exodus Aircraft expenditures to pay Kimbrell's credit cards, the diversion of Exodus Aircraft's corporate funds into paypal accounts held by Liliya, and obtaining corporate loans using fake invoices and receivables.

12. Kimbrell's fraudulent acts of stealing over two million dollars in Exodus Aircraft funds has provided for the unjust enrichment of Kimbrell and caused significant financial harm to Rogers and Exodus Aircraft. In addition, Kimbrell's fraudulent acts have caused irreparable harm to Exodus Aircraft's reputation as an airline charter company.

13. FURTHER AFFIANT SAYETH NAUGHT.


Frank George Rogers

SWORN AND SUBSCRIBED TO BEFORE
ME THIS 10th day of July, 2025.

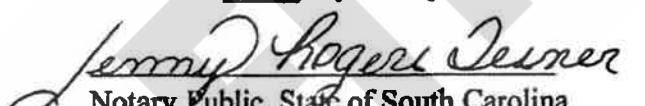

Notary Public, State of South Carolina
My Commission Expires: 4/25/2034

EXHIBIT 2

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Filing ID: 250310-1551284

Mar 12 2025
REFERENCE ID: 1851720

Filing Date: 03/10/2025


Mark Hammond
Secretary of State of South Carolina

STATE OF SOUTH CAROLINA

SECRETARY OF STATE

AMENDED ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY -DOMESTIC

Pursuant to the 1976 S.C. Code of Laws, as amended, Section 33-44-204(a), the undersigned limited liability company adopts the following amended articles of organization:

1. The name of the limited liability company is:

Exodus Airways, LLC

2. The date the articles of organization were filed is 04/30/2024.

3. The articles of organization are amended in the following respects, of which all amended provisions may lawfully be included in the articles of organization. If the space on this form is not sufficient, please attach additional sheets containing a reference to the appropriate paragraph on this form.

Additional Amendment Addition of Liliya Kimbrell as 50% owner of Exodus Airways, LLC along with Joshua Kimbrell as 50% owner of Exodus Airways LLC with Joshua Kimbrell as managing member effective March 1 2025.

Signed as Authorized Signature: Joshua Kimbrell: (Electronically Signed)
Signature: _____

Capacity/Position of Person Signing (you must check one box):

Manager Member Organizer
 Fiduciary Attorney-in-Fact

Joshua Kimbrell

(Print or Type Name)

Date: 03/10/2025

EXHIBIT 3

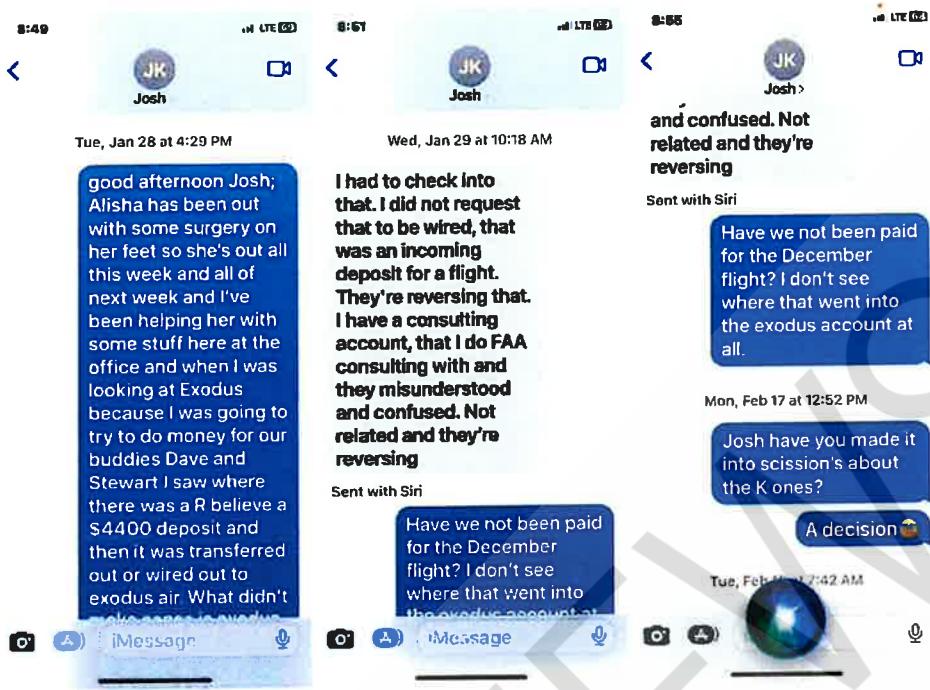


EXHIBIT 4

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this 15th day of December 2023.

CLIENT

Charter Carolina Air LLC (CCA)

9300 Aviation Blvd. NW,
Suite A, Hangar D,
Concord, NC 28027
(the "Client")

CONTRACTOR

Exodus Air LLC

500 Ammons Rd Suite 204
Spartanburg SC, 29651
(the "Contractor")

BACKGROUND

1. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
2. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

- Provide air charter services for a Client of CCA, for the duration of the 2024 10 month sports Season. Flights will be provided by Exodus under its authorization under 14 CFR Part 135 on the EMB 145 Regional Jet, MSN 145053.

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services with an option to renew for the 2025 season.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

AIR CHARTER SERVICES AGREEMENT

This Air Charter Services Agreement (the "Agreement") is made and entered into this 14th day of November 2024, by and between **Exodus Air LLC**, located at 500 Ammons Road, Suite 204, Spartanburg, SC 29651 ("Exodus Air" / the "Charter Company"), and **Rick Ware Racing**, located at 210 Raceway Drive, Mooresville, NC 28117 ("Rick Ware Racing" / the "Client"), collectively referred to as the "Parties." This Agreement is made between Exodus Air and Rick Ware Racing for the duration of the 2025 NASCAR season. This Agreement will supersede any other contract or agreement between the Parties.

Exodus Air and Rick Ware Racing agree as follows:

Charter Services

1. Exodus Air agrees to provide air charter services (the "Charter Services," or "Flight(s)") for Rick Ware Racing for the duration of the 2025 NASCAR season. Flights will be provided by Exodus under its authorization under 14 CFR Part 135 on the EMB 145 Regional Jet, MSN 145053.
2. The Charter Services shall include but not be limited to the provision of aircraft, crew, maintenance, and insurance as necessary for the safe and efficient operation of the flights.

Term of Agreement

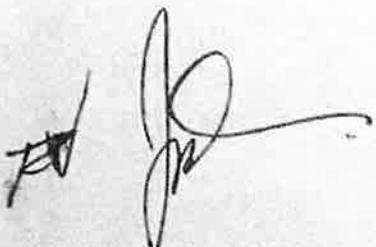
3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Charter Services, with an option to renew for the 2026 season, to be exercised prior to October 1, 2025.

Performance

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this agreement are in USD (U.S. Dollars).



AIR CHARTER SERVICES AGREEMENT

This Air Charter Services Agreement (the "Agreement") is made and entered into this 27th day of January 31st 2025, by and between Exodus Air LLC, located at 500 Ammons Road, Suite 204, Spartanburg, SC 29651 ("Exodus Air" / the "Charter Company"), and Xfinity Racing, located in Charlotte, NC 28117 ("Xfinity" / the "Client"), collectively referred to as the "Parties." This Agreement is made between Exodus Air and Xfinity Racing for the duration of the 2025 NASCAR Xfinity Season. This Agreement will supersede any other contract or agreement between the Parties.

Exodus Air and Xfinity Racing agree as follows:

Charter Services

1. Exodus Air agrees to provide air charter services (the "Charter Services," or "Flight(s)") for Xfinity Racing for the duration of the 2025 Xfinity NASCAR season for agreed upon flights that fit within schedule. Flights will be provided by Exodus under its authorization under 14 CFR Part 135 on the EMB 145 Regional Jet, MSN 145053.
2. The Charter Services shall include but not be limited to the provision of aircraft, crew, maintenance, and insurance as necessary for the safe and efficient operation of the flights.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Charter Services, with an option to renew for the 2026 season.

Performance

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this agreement are in USD (U.S. Dollars).

EXHIBIT 5

From: Josh Kimbrell
Sent: Thursday, April 24, 2025 3:31 PM
To: Elaine Morgan; Robby Benton
Cc: Russell Andrews
Subject: Re: Relocation Invoice March 2025

544 Shoreline Blvd Boiling Springs SC 29316 is best please ma'am.

Thank you so much.

-josh

From: Elaine Morgan <elaine@wareracing.com>
Sent: Thursday, April 24, 2025 2:47 PM
To: Josh Kimbrell <josh@exodusaircraft.com>; Robby Benton <rbenton@wareracing.com>
Cc: Russell Andrews <russell@exodusaircraft.com>
Subject: RE: Relocation Invoice March 2025

Hello Josh,

What address do you like me to send the payment to?

Elaine Morgan | Managing Director / Accounting
Rick Ware Racing
210 Raceway Drive
Mooresville, NC 28117
Mobile: 704.641.4900

From: Josh Kimbrell <josh@exodusaircraft.com>
Sent: Thursday, April 24, 2025 11:37 AM
To: Robby Benton <rbenton@wareracing.com>
Cc: Elaine <elaine@wareracing.com>; Russell Andrews <russell@exodusaircraft.com>
Subject: Re: Relocation Invoice March 2025

Thanks again. Please let me know if being sent to 544 Shoreline or 500 Ammons. I just got back to Spartanburg from hell week (budget) in Columbia and will figure out where to pick it up.

Thanks,
-Josh

From: Robby Benton <rbenton@wareracing.com>
Sent: Monday, April 21, 2025 12:34 PM
To: Josh Kimbrell <josh@exodusaircraft.com>
Cc: Elaine <elaine@wareracing.com>; Russell Andrews <russell@exodusaircraft.com>
Subject: Re: Relocation Invoice March 2025

Yes sir-received. Hope you all had a great Easter! This will be paid this week.

RB

On Apr 17, 2025, at 3:28 PM, Josh Kimbrell <josh@exodusaircraft.com> wrote:

Happy Easter all!

Just wanted to ensure that this last message from 4/7 was delivered.

Thank you.

-Josh

From: Josh Kimbrell <josh@exodusaircraft.com>

Sent: Monday, April 7, 2025 11:41 AM

To: Robby Benton <rbenton@wareracing.com>; Elaine . <elaine@wareracing.com>

Cc: Russell Andrews <russell@exodusaircraft.com>

Subject: Relocation Invoice March 2025

Relocation to JQF for March 2025

Thanks team,

-Josh

<RWR Relocation March Invoice .pdf>

EXHIBIT 6

Funds received in Exodus Airways for Exodus Aircraft

Date	Type	Amount	Description
10/31/2024	Wire	42,000.00	Apollo Jets
11/22/2024	Wire	29,060.00	The Jet Guys
11/27/2024	Check	60,290.00	Rick Ware Contract
12/10/2024	Wire	14,789.25	Deposit Silver Wing Travel
12/13/2024	Wire	33,000.00	JTW Jets
12/23/2024	Wire	44,367.75	Balance Silver Wing Travel
1/2/2025	Check	76,363.63	Suspected Rick Ware Contract
1/9/2025	Wire	31,798.00	ACC Aviation Inc
1/21/2025	Wire	53,000.00	Wire International Jet Co.
2/4/2025	Wire	81,000.00	Monarch Air Group
2/7/2025	Check	76,363.63	Suspected Rick Ware Contract
2/20/2025	Wire	26,777.78	Alpha Prime Racing (Xfinity Contract)
3/4/2025	Wire	26,777.78	Alpha Prime Racing (Xfinity Contract)
3/5/2025	Check	76,363.63	Suspected Rick Ware Contract
3/4/2025	Wire	26,777.78	Alpha Prime Racing (Xfinity Contract)
3/5/2025	Check	76,363.63	Suspected Rick Ware Contract
4/1/2025	Wire	26,777.78	Alpha Prime Racing (Xfinity Contract)
4/3/2025	Check	76,363.63	Suspected Rick Ware Contract
4/9/2025	Wire	48,000.00	Maydex Group
4/18/2025	Wire	32,500.00	Silver Wing Travel
4/28/2025	Check	10,800.00	Suspected Rick Ware Check from invoice sent (additional exp)
5/1/2025	Wire	26,777.78	Alpha Prime Racing (Xfinity Contract)
5/2/2025	Check	76,363.63	Suspected Rick Ware Contract
5/20/2025	Wire	45,000.00	We Fund the Blue
5/29/2025	Wire	35,000.00	AAC Jet
		<u>1,152,675.68</u>	

EXHIBIT 7

From: Josh Kimbrell
Sent: Tuesday, July 16, 2024 12:44 PM
To: Whitaker, Blake
Subject: Exodus Airways, LLC
Attachments: Art Organization EXODUS-m 4-30-2024 Cert.pdf; IRS Ltr EXODUS-m EIN 5-22-2024.pdf; IRS Form 8832.pdf; IRS Form 2553.pdf; Cert Existence EXODUS-m 4-30-2024.pdf

EXCELSIOR

EXHIBIT 8

From: Mullis, Robert <Robert.Mullis@pnfp.com>
Sent: Friday, January 31, 2025 12:42 PM
To: Josh Kimbrell
Cc: Vaughan, Amy; Whitaker, Blake
Subject: RE: Pinnacle Exodus Airways Wire Account Activation

That's correct. You'll process wires like normal, but now you have a drop down showing two options when selecting a funding account. Let me know if you have any questions when you process your first one out of the new account.

Thank you,

Robert Mullis
Pinnacle Financial Partners
550 E McBee Ave
Greenville, SC 29601
Phone: 864.234.8020
www.pnfp.com

From: Josh Kimbrell <josh@exodusaircraft.com>
Sent: Friday, January 31, 2025 12:36 PM
To: Mullis, Robert <Robert.Mullis@pnfp.com>
Cc: Vaughan, Amy <Amy.Vaughan@PNFP.COM>; Whitaker, Blake <Blake.Whitaker@PNFP.COM>
Subject: [EXT] Re: Pinnacle Exodus Airways Wire Account Activation

This message came from outside the Firm.

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thank you so much! will i be able to use it on the same login I already utilize?
-Josh

From: Mullis, Robert <Robert.Mullis@pnfp.com>
Sent: Friday, January 31, 2025 12:28 PM
To: Josh Kimbrell <josh@exodusaircraft.com>
Cc: Vaughan, Amy <Amy.Vaughan@PNFP.COM>; Whitaker, Blake <Blake.Whitaker@PNFP.COM>
Subject: Pinnacle Exodus Airways Wire Account Activation

Good afternoon Josh,

I am reaching out to confirm that your account ending in 1012 is active for wire services. Please let us know if there is anything else we can assist with.

Thank you,

Robert Mullis

Pinnacle Financial Partners
550 E McBee Ave
Greenville, SC 29601
Phone: 864.234.8020
www.pnfp.com

THIS IS AN
ELECTRONICALLY FILED DOCUMENT

EXHIBIT 9



Exodus Aircraft
500 Ammons Rd.
Spartanburg, SC 29306
charter@exodusaircraft.com
864-553-0606

Invoice

Client

ACC Aviation Inc
550 S Andrews Ave
Ste. 310
Fort Lauderdale, FL 33301

Invoice #: MFE48X-INV-01

Date: June 30, 2025

DEPART		ARRIVE	PASSENGERS
06/28/2025 12:00pm EDT	Raleigh Durham Intl RDU (Morrisville, NC)	06/28/2025 01:18pm EDT	Louisville Muhammad Ali International Airport SDF (Louisville, KY)

Aircraft: Embraer ERJ 145 (N81EX)



Passengers: 30

✈ Charter pricing

Subtotal	\$25,410
Segment tax	\$156
Federal excise tax	\$1,906
Total:	\$27,472
Paid by customer	\$0
Remaining balance:	\$27,472

Thank you for your business!

Payments made by check should be sent to:

Exodus Aircraft, LLC, 500 Ammons Rd., Spartanburg, SC 29306

Wire Transfer Information:

All wire transfers of money under this Agreement shall be made to:

Bank Name: Pinnacle Financial Partners;
Bank Address: 500 Ammons Rd Suite 204, Spartanburg, SC 29306
Routing Number:
Account Number:
Title: Exodus Airways

**PLEASE NOTE: All wiring information must accommodate wire to prevent a rejection fee.

Please request Vendor Set Up attachment for instructions on payments sent using online banking platforms. Exodus is not responsible for fees associated with incorrectly submitted wire transfers**

EXHIBIT 10

From: [Josh Kimbrell](#)
To: [Richard Lackey](#)
Subject: Bank Statements for Exodus Airways
Date: Wednesday, December 11, 2024 2:21:19 PM
Attachments: [Exodus Airways Nov 2024 Statement.pdf](#)
[Exodus Airways Oct 2024 Statement.pdf](#)

Richard,

As promised, I am attaching the bank statements for Exodus Airways (not to be confused with Exodus Aircraft) where I have protected our cash flow since the beginning of October. There is a clear accounting here of all payments coming in that will be intercompany transferred for accounting to Exodus Aircraft, LLC and it is paying the expenses of Exodus Aircraft, LLC.

To continue to protect the secrecy of this account from any efforts by a certain someone and his adviser from becoming wise to the existence of this account, when I have needed funds in the Exodus Aircraft account I have paid them via my personal Joshua Kimbrell account as shown. These are only passthrough payments. Otherwise, I have paid vendors directly through Exodus Airways as you see here.

Please call me with any questions.

-Josh

Honorable Joshua B. Kimbrell
Exodus Air - CEO
SC Senator District 11
josh@exodusaircraft.com
864-553-0606

EXHIBIT 11

From: Josh Kimbrell
Sent: Tuesday, March 11, 2025 6:47 PM
To: matthew.ivey@firsthORIZON.com
Cc: Richard Lackey; Liliya Kimbrell
Subject: Exodus Airways
Attachments: Exodus Airways Dec 2024 Statement.pdf; Exodus Airways Nov 2024 Statement.pdf; Exodus Airways Oct 2024 Statement.pdf; Exodus Airways Jan 2025 Statement.pdf; Exodus Airways Feb 2025 Statement.pdf

Matthew,

Great to talk earlier; I appreciate Richard's recommendation to connect.

As discussed, my plan would be to move my brokerage account to FHB from Pinnacle and add Richard onto the account with me. My wife Liliya and I are the members of Exodus Airways, which is a brokerage entity for our part 135 entity, Exodus Aircraft, and we also broker flights for third parties in addition to the carrier that I manage. Richard is an investor in Exodus Aircraft, our charter certification, and I have asked him to join me on this new checking account.

Liliya and I will be on the new LOC request for accounts receivable. As discussed, we have contracts with NASCAR, NASCAR Xfinity, and numerous other companies for large party lift. While the largest clients (NASCAR, Xfinity, etc) are flown on the 135 certification I manage, we broker through Exodus Airways and make a margin through this brokerage company. I am attaching bank statements for Exodus Airways for the last five months and copying Liliya and Richard on this email.

My goal is to move this checking account and to open a max \$50K LOC with FHB.

Best Regards.

-Josh

*Honorable Joshua B. Kimbrell
Exodus Air – CEO
SC Senator – District 11
josh@exodusaircraft.com
864.553.0606*

From: Josh Kimbrell
Sent: Monday, March 17, 2025 4:36 PM
To: IVEY, MATT D.; Richard Lackey; Liliya Kimbrell
Subject: Re: [Exodus Airways LLC - Business Checking account documents]

Matt:

Please do not pull my credit on this BLOC and please just close out this business checking account. I met with Sabrina as requested, but then she has also now requested to meet Liliya to receive copies of our SCDLs, etc, which I had already provided via email to you.

Time is of the essence for us and I don't have time to continue to pursue this relationship.

Please close this relationship.

Regards,
-JBK

From: IVEY, MATT D. <matthew.ivey@firsthorizon.com>
Sent: Thursday, March 13, 2025 5:07 PM
To: Josh Kimbrell <josh@exodusaircraft.com>
Subject: [Exodus Airways LLC - Business Checking account documents]

Josh

Thanks for getting me all of those documents.

I have established a business checking account for Exodus Airways LLC.

I am attaching the documents for the checking account. Can you please sign on the right hand side of the page over your name, and Liliya over her name. Then one of you will sign in the back up with holdings box for the business, and please date that signature.

On the resolution, will you please add your title, owner/member/partner and sign to the right of your name as authorized parties to the deposit products. On page 3 of the resolution one party will sign as the Chief Manager or Member and if the other party will sign as the secretary to certify this resolution.

The third page is for beneficial ownership, who are the individuals who have ownership stake in the business. Both are listed but I listed you as the control party so if you can sign on the bottom of the second page confirming that you and Liliya are the equity owners.

If you would like to email these back to me great! Or if it is easier to drop them off at the First Horizon in Boiling Springs just tell them to get them over to Matt at Pelham.

Can you please also make a deposit of \$100 to fund the account when you return these documents.

If you need anything else, the account number is on the top of the signature card and First Horizon's routing number is 084000026.

MATTHEW IVEY

Relationship Banker

matthew.ivey@firsthorizon.com

office | 864-478-1002

3401 Pelham Rd

Greenville, SC 29615

NMLS# 934824



Award-winning service

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EXHIBIT 12

From: Josh Kimbrell
Sent: Monday, March 17, 2025 4:46 PM
To: Justin Lee; jamie.conner@myccnb.com
Cc: Richard Lackey; Liliya Kimbrell
Subject: Exodus Airways
Attachments: Exodus 12.31.24 Profit and Loss.pdf

2024 Accountant statement

From: Matthew Skinner <matt@skinner-co.com>
Sent: Friday, March 14, 2025 6:45 PM
To: Josh Kimbrell <josh@exodusaircraft.com>
Subject: Exodus Airways

Here is the 2024 P&L!

Thank you,

Matthew C. Skinner
President

Skinner & Company LLC

38A South Main Street
PO Box 55
Inman SC 29349
[\(864\)472-8537](tel:(864)472-8537) Office
[\(864\)472-5952](tel:(864)472-5952) Fax

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From: Justin Lee <justin.lee@myccnb.com>
Sent: Tuesday, March 18, 2025 7:50 AM
To: Josh Kimbrell
Cc: Jamie Conner
Subject: RE: CCNB needed items

Joe – morning!! Hope your day is off to a great start. As you can imagine we underwrite our loans as conventional business loans. Typically loans of this nature possess the highest level of credit quality and meet ALL underwriting criteria such as but not limited to the following: historical business success, strong credit rating, strong historical cash flow that provides appropriate debt to income and debt service coverages, strong assets and net worth, strong reserves(liquidity), adequate collateral and there is no projection basis required as the current operations can support the proposed debt, etc.

Given the lack of historical data (new borrowing entity as of last year which has done very well so far), coupled with the fact that the other financial info is very dated, meaning last true tax returns are from 2022 (realizing 2023 is still allowed to be on extension). This is going to be very hard for us to do.

We can dig in a little and gather some more info to help frame out enough data but it's appears that it will be an uphill battle based on what was sent and will required a great deal from you.

Items such as the bank statements (didn't see them attached), copies of contracts with xfinity and nascar so as to verify the continuation of income, 2023 P&Ls, W-2s etc list of any available collateral to offer, personal financial statement were not provided so we have not true understanding of these other items.

While I realize it is small loan request we don't have much at this point to garner a decision. Also I don't want to send you in rabbit hole of collecting info if we don't believe we can get enough to render a decision.

With that said I could certainly provide some alternative lending options that may be easier until such time there is some historical info to help us make an informed decision.

We appreciate the opportunity but concerned that this is not going to fly without more seasoned information and collateral as our small bank doesn't do much small unsecured loans

Other sources of funding

- www.lendiolocal.com/clemsonsc Andy Ronemus 706 752 7126
- www.swiftcapital.com
- www.kabbage.com
- www.fundingcircle.com
- www.lendingclub.com
- [Swish Funding: Easy & Fast Small Business Funding](http://Swish%20Funding%3A%20Easy%20%26%20Fast%20Small%20Business%20Funding)

Again don't want to waste your time and hope these alternative options are helpful

Justin M. Lee
Executive Vice President
Chief Lending Officer

Coastal Carolina National Bank
1012 38th Ave. N
Myrtle Beach, SC 29577
justin.lee@myccnb.com
Office: (843) 839-3071
Cell: (843) 655-8730
Fax: (843) 839-3079



Visit us at myccnb.com

From: Josh Kimbrell <josh@exodusaircraft.com>
Sent: Monday, March 17, 2025 4:44 PM
To: Justin Lee <justin.lee@myccnb.com>
Cc: Jamie Conner <jamie.conner@myccnb.com>; Richard Lackey <rlackey@brtusa.com>; Liliya Kimbrell <liliya@exodusaircraft.com>
Subject: Re: CCNB needed items

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Justin:

Forgive my delay in replying; I appreciate your patience.

So I am attaching the documents pursuant to the request here. Quick update on the items requested. I have attached my 2022 personal tax returns and 2023 extension (since they extended that deadline until May 1st due to Helene and I am weighing some depreciation options). The entity that I want to move to CCNB is my brokerage entity not my primary operating entity, as I am in the process of merging my Part 135 airline certificate with a defense contractor in the next 60 days. That brokerage entity was opened in 2024 but is where I represent my NASCAR and Xfinity contracts that I will continue to represent to my 135 charter operator even after I sell the entity. The reason for moving this account and small RLOC is for me to continue to work with these clients of the charter operator even as I merge the entity going forward. My wife, Liliya, and I are the members of Exodus Airways, LLC which is the brokerage entity.

I have attached the last 6 months of bank statements with pinnacle (which will be moved to CCNB if we move over), the articles of incorporation, etc. There are several emails I will be forwarding to begin this process. I am copying my colleague, Richard Lackey, on these emails as he is a partner in the 135 charter ops and will be on the checking account with me even though my wife Liliya and I will be the only members of the LLC and on the LOC together.

Best,
-Josh

From: Justin Lee <justin.lee@myccnb.com>
Sent: Wednesday, March 12, 2025 3:13 PM
To: Josh Kimbrell <josh@exodusaircraft.com>

Cc: Jamie Conner <jamie.conner@myccnb.com>

Subject: CCNB needed items

Great to chat. We appreciate the opportunity to review!!

Needed Items :

- 2022 and 2023 Personal Tax Returns
- 2022 and 2023 Business Tax Returns (all flow through business entities where the member owns 20% or more of any businesses).
- Personal Financial statement dated within 6 months – our form (attachment #1) is attached but feel free to utilize your own form, if you utilize your own form – sign the attached certification form (attachment #2)
- P&L for 2024 for the primary business
- Copy of most recent bank statement
- Copy of Receivables report

For quick Review these are the primary items needed

- 2023 Business Tax returns for the primary business
- 2023 Personal Tax Returns
- P&L for 2024 for the primary business
- Copy of most recent bank statement
- Copy of Receivables report
- Personal Financial statement dated within 6 months

Thank you again for the opportunity to review.

Justin M. Lee
Executive Vice President
Chief Lending Officer
Coastal Carolina National Bank
1012 38th Ave. N
Myrtle Beach, SC 29577
justin.lee@myccnb.com
Office: (843) 839-3071
Cell: (843) 655-8730
Fax: (843) 839-3079



Visit us at myccnb.com

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EXHIBIT 13

From: Josh Kimbrell
Sent: Wednesday, March 26, 2025 12:36 PM
To: swhelchel@carolinafoothillsfcu.coop
Subject: Exodus Airways LOC and Checking
Attachments: Exodus Airways Articles Incorporation.pdf; Exodus Airways IRS Letter.pdf; Exodus Airways Articles Incorporation.pdf

Scott

Sorry we played tag today sir; I am slammed in Columbia but wanted to connect. I did leave you a VM sir. I am attaching our most recent bank statements for the business checking I want to move over to you guys, and I want to do a A/R business LOC to go with this account for \$50K. I would like to have this account run no longer than 12 months. We are in the process of selling our primary operating company, Exodus Aircraft, which is a part 135 charter operator, but Exodus Airways is our brokerage company through which I broker many flights on our fleet and third party aircraft. The goal would be to do an LOC through Exodus Airways with A/R, with my wife and I as guarantors and Exodus Airways as borrower, and move our primary checking account for this entity there. Once we sell the related business I would pay off the LOC and leave the checking account in place for our brokerage and consultancy services.

I will have some time during Senate session today to try and connect sir.

Best,
-Josh

From: Josh Kimbrell
Sent: Saturday, April 5, 2025 8:28 AM
To: Scott L. Whelchel
Subject: Fw: Airways 2024 Statements
Attachments: Exodus Airways 2024 P&L.pdf

Scott
My accountant sent the 2024 prelim statement he prepared, attached.
Thank you sir.
-Josh

From: Matthew Skinner <matt@skinner-co.com>
Sent: Friday, April 4, 2025 4:25 PM
To: Josh Kimbrell <josh@exodusaircraft.com>
Subject: RE: Airways 2024 Statements

See attached

Thank you,

Matthew C. Skinner
President

Skinner & Company LLC
38A South Main Street
PO Box 55
Inman SC 29349
 [\(864\)472-8537](tel:(864)472-8537) Office
 [\(864\)472-5952](tel:(864)472-5952) Fax

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EXHIBIT 14

From: Anedot <info@anedot.com>
Sent: Friday, July 23, 2021 1:20 PM
To: Josh Kimrell
Subject: [Anedot: Access Granted to Platform Strategies, LLC](#)



Joshua,

Dave Wilson has invited you to the Platform Strategies, LLC account on Anedot.

[Access Platform Strategies, LLC here](#)

For more information about this action, contact the Anedot Support Team at help@anedot.com.



We warmly welcome American Express® donors.

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From: Anedot <info@anedot.com>
Sent: Wednesday, July 28, 2021 3:58 PM
To: davelwilsonsc@me.com; Josh Kimbrell
Subject: PlatformStrat - \$15,000 from FX Aviation

Note: You may reply directly to the donor via this email.



FX Aviation has made a transaction.

\$15,000.00

to Platform Strategies
General Fund

FX Aviation
864-553-0606
josh@exodusaircraft.com
525 Woodruff Road
Greenville SC 29607

Amex 1003 Business Credit Card

07/28/2021 01:57PM CD1
ID: dc013dc2308d955316bb57



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From: Platform Strategies <thankyou@anedot.com>
Sent: Tuesday, August 10, 2021 1:35 PM
To: Josh Kimbrell
Subject: Transaction Receipt via Anedot



Thank you for your donation, Fx!

\$5,430.30

to Platform Strategies /

Fx Aviation
525 Woodruff Road
Greenville SC 29607

View this receipt in your browser



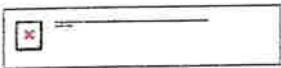
We warmly welcome American Express® donors.

A *PlatformStrat will appear on your billing statement.

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From: Anedot <info@anedot.com>
Sent: Wednesday, September 14, 2022 2:39 PM
To: davewilsonsc@me.com; Josh Kimbrell
Subject: PlatformStrat - \$10,000 from Josh Kimbrell

Note: You may reply directly to the donor via this email.



Josh Kimbrell has made a transaction.

\$10,000.00

to Platform Strategies
General Fund PS

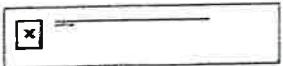
Josh Kimbrell
863-553-0606
josh@exodusaircraft.com
525 Woodruff Road
Greenville SC 29607

09-14-2022 2:39:14 PM
D:\inetpub\wwwroot\2025CP2304210

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From: Anedot <info@anedot.com>
Sent: Thursday, September 8, 2022 2:45 PM
To: davelwilsonsc@me.com; Josh Kimbrell
Subject: PlatformStrat - \$50,000 from Josh Kimbrell

Note: You may reply directly to the donor via this email.



Josh Kimbrell has made a transaction.

\$50,000.00

to Platform Strategies

General Fund PS

Josh Kimbrell
864-533-0606
josh@exodusaircraft.com
525 Woodruff Road
Greenville SC 29607

Amex **** 3003

09/08/2022 02:44PM EDT
ID: df07ea56c9c195dbaf781

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**Business Gold Rewards**

FX AVIATION
FRANK G ROGERS
Closing Date 09/18/22

p. 5/9

Account Ending**Detail Continued**

◆ - denotes Pay Over Time activity

Amount

BOOK STORES			
09/08/22	A *PLATFORMSTRAT 225-250-1301	LEXINGTON	SC
			\$50,000.00



150 Third Avenue South
Suite 900
Nashville, TN 37201
www.pnfp.com

Client Service Center 800-264-3613
Pinnacle Anytime 866-755-5428

RETURN SERVICE REQUESTED

Account

Exodus Aircraft LLC
126 Club Loop
Greenville, SC 29605-5407

Statement of Account



Premium Business Int DDA

Credit Transactions

Deposits
1/03 INCOMING WIRE PLATFORM STRATEGIES, LLC

2,000.00

Pinnacle Updates Overdraft Services Program

We recently made updates to our NSF/Overdraft fees that benefit you. Effective Aug. 1, 2022, Pinnacle lowered the Returned Item fee and the Paid Item fee from \$38 to \$30 for business accounts.

You can learn more about our program changes and find tools for avoiding unexpected fees, like Overdraft Protection, at PNFP.com/Overdraft.

From: funds.management@pnfp.com
Sent: Tuesday, March 5, 2024 3:12 PM
To: Josh Kimbrell
Subject: [encrypt] Incoming Wire - PLATFORM STRATEGIES, LLC
Attachments: SecureMessageAtt.html



This is a secure message from Pinnacle Financial.

[Click here](#) by 2024-06-03 15:12 CDT to read your message.

After that, open the attachment.

[More Info](#)

Disclaimer: This email and its content are confidential and intended solely for the use of the addressee. Please notify the sender if you have received this email in error or simply delete it.

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From: funds.management@pnfp.com
Sent: ~~Wednesday, March 6, 2024 2:23 PM~~
To: Josh Kimbrell
Subject: [encrypt] Outgoing Wire - Platform Strategies
Attachments: SecureMessageAtt.html



This is a secure message from Pinnacle Financial.

[Click here](#) by ~~2024-06-04 14:26 CDT~~ to read your message.

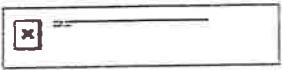
After that, open the attachment.

[More Info](#)

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From: Platform Strategies <thankyou@anedot.com>
Sent: Thursday, May 9, 2024 1:42 AM
To: Josh Kimbrell
Subject: Transaction Receipt via Anedot



Thank you for your donation, Joshua!

\$20,000.00

to **Platform Strategies**

Joshua Kimbrell

05/09/2024 05:41AM UTC

[View this receipt in your browser](#)

A *PlatformStrat will appear on your billing statement.

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Account Number: 1111111111111111

1/03

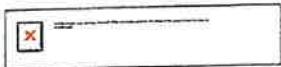
OLB Transfer from *762 to *654 Pay Platform Strat Sent wrong

2,000.00

THIS IS AN AUTOMATIC PAYMENT FROM YOUR BANK ACCOUNT. YOU ARE NOT OBLIGATED TO PAY THIS AMOUNT. YOU CAN STOP PAYMENT AT ANY TIME BY CALLING YOUR BANK OR PAYING THE BILL DIRECTLY.

Elisha Leonard

From: Platform Strategies <thankyou@anedot.com>
Sent: Thursday, October 17, 2024 12:37 PM
To: Josh Kimbrell
Subject: Transaction Receipt via Anedot



Thank you for your donation, FX!

\$42,435.00

to Platform Strategies

FX Aviation
525 Woodruff Road
Greenville SC 29607

American Express *** 4001

10/15/2024 06:21PM UTC
ID: d7226a36beab24605772

[View this receipt in your browser](#)

A "PlatformStrat" will appear on your billing statement.

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Business Gold Rewards
FX AVIATION
FRANK G ROGERS
Closing Date 10/18/24

p. 3/5

Account Ending



Customer Care & Billing Inquiries
International Collect
Lost or Stolen Card
Express Cash
Large Print & Braille Statements

1-800-678-0745
1-336-393-1111
1-800-678-0745
1-800-CASH-NOW
1-800-678-0745



Website: americanexpress.com

Customer Care & Billing Inquiries
P.O. BOX 981535
EL PASO, TX
79998-1535

Payments
PO BOX 6031
CAROL STREAM IL
60197-6031

Hearing Impaired

Online chat at americanexpress.com or use Relay dial 711 and 1-800-678-0745

Payments and Credits

Summary

10/15/24 A #PLATFORMSTRAT
225-250-1301

LEXINGTON

SC

\$42,435.00

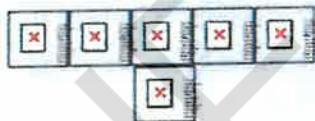
From: Platform Strategies, LLC <quickbooks@notification.intuit.com>
Sent: Monday, October 7, 2024 12:41 PM
To: Josh Kimbrell
Cc: palmettonetwork@icloud.com
Subject: Invoice for Digital Campaign
Attachments: Invoice_1111_from_Platform_Strategies_LLC.pdf



Your invoice is ready!

BALANCE DUE **\$9,900.00**

[View and pay](#)



The invoice for the digital campaign is attached.

Dave

Platform Strategies, LLC

PO Box 12762
Columbia, SC 29211

palmettonetwork@icloud.com
[+1 \(803\) 665-3361](tel:+1(803)665-3361)

If you receive an email that seems fraudulent, please check with the business owner before paying, or you can forward the email to security@intuit.com so we can look into it. Read more at security.intuit.com.



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INVOICE

Platform Strategies, LLC
PO Box 12762
Columbia, SC 29211

palmettonetwork@icloud.com
+1 (803) 665-3361

**Bill to**

Kimbrell for Senate
500 Ammons Road
Spartanburg, SC 29306

Ship to

Kimbrell for Senate
500 Ammons Road
Spartanburg, SC 29306

Invoice details

Invoice no.: 1111
Terms: Net 30
Invoice date: 10/07/2024
Due date: 11/06/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Online Advertising	SC Senate 11 digital campaign	1	\$9,900.00	\$9,900.00
Total					\$9,900.00

Ways to pay

View and pay

Page 1

1043
67-776/532 9381

5/9/24 Date

Pay to the Order of *Exodus Draft* \$19,100.00

Matthew Warren on behalf of

For _____

Wells Fargo Bank, N.A.
South Carolina
wellsfargo.com

Photo
Safe
Deposit
Box on back

[Signature]

