

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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

Plaintiffs,

vs.

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

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

C.A. NO.: 2025-CP-23-04210

**PETITION FOR
RULE TO SHOW CAUSE**

TO: Doug Brannon, Esquire, Attorney for Defendants Joshua Brett Kimbrell and Liliya Shcherba Robertson Kimbrell.

NOW COMES THE PLAINTIFFS, by and through their undersigned counsel, who would respectfully show unto this Honorable Court the following:

1. On July 10, 2025, Plaintiffs filed a Verified Complaint against Defendants setting forth factual allegations concerning a systematic pattern of fraud and deceit that, among other things, Defendants Josh Brett Kimbrell ("Josh Kimbrell") and Liliya Shcherba Robertson Kimbrell ("Liliya Kimbrell") created a sham entity, named Exodus Airways, LLC (Sham Exodus) as a corporate vessel to facilitate the diversion and conversion of millions of dollars from Exodus Aircraft, LLC and Frank Rogers all while Josh Kimbrell served as manager and fiduciary of Exodus Aircraft, LLC.

2. Upon filing the Verified Complaint, the Plaintiffs moved this Court for a Temporary Restraining Order ("TRO") as provided for under Rule 65 of the South Carolina Rules of Civil Procedure. Plaintiffs specifically sought the TRO to prevent Josh Kimbrell and Liliya

Kimbrell from diverting further monies, sullyng Plaintiff Exodus's combined goodwill, inflicting corporate sabotage due to Plaintiffs' unearthing Defendant's conduct, and preventing their concealment of their wrongdoing by concealing evidence and covering their tracks.

3. After reviewing Plaintiffs' evidentiary submittals, this Court granted the Plaintiffs a TRO on July 11, 2025. A copy of the TRO is attached hereto as **Exhibit 1**.

4. Upon information and belief, Defendants Josh Kimbrell and Liliya Kimbrell received notice of the entry of the TRO on July 11, 2025.

Violations of the Temporary Restraining Order

5. Defendants Josh and Liliya Kimbrell have repeatedly, willfully, and intentionally violated the Temporary Restraining Order. To date, the identified violations include:

A. Violation of TRO Provision (1):

Paragraph (1) of the TRO mandates that "[n]o action shall be taken by any of the Restrained Parties that would change the rights or obligations of Exodus Aircraft pending the outcome of the hearing on a preliminary injunction." As such, Defendants Josh and Liliya Kimbrell were restrained from changing the rights or obligations of Exodus Aircraft, LLC. On July 13, 2025, in an intentional and willful violation of this clear restraint, Defendant Josh Kimbrell emailed his attorney, Vanessa Kormylo, as well as members of his sham "investors council," Richard Lackey, Jere Davis, Barney Atkinson, and Paul Moore, and directed Ms. Kormylo to send "disassociation forms" to the Delaware Secretary of State. Josh Kimbrell did not attach to his email a disassociation form, but rather a *dissolution* form. A copy of the July 13, 2025 email and fully executed dissolution form is attached hereto as Exhibit J to the Affidavit of Richard Phillip Carter, attached hereto as **Exhibit 2**. By sending a fully executed dissolution form to his attorney, Defendant Josh Kimbrell attempted to dissolve Exodus Aircraft as a Delaware corporation. The

form was never accepted by the Delaware Secretary of State which would have severely damaged Exodus Aircraft by dissolving its corporate structure and destroying its ability to conduct business as a corporate entity. This action would have completely grounded the Embraer private charter plane. Josh Kimbrell plainly intended to and did violate the terms of the TRO by instructing his lawyer to change the legal status and, therefore, the rights and obligations of Exodus Aircraft.

B. Violation of TRO Provision (2):

Paragraph (2) of the TRO mandates that “[n]o advisory committees shall be formed.” As such, Defendants Josh and Liliya Kimbrell were restrained from forming advisory committees. Despite this clear provision, on July 12, 2025, Defendant Josh Kimbrell emailed Stephan Hollmann of PACAVI International, copying Richard Lackey, Jere Davis, Brian Atkinson, and Dan Nickles. In this email, Defendant Josh Kimbrell notified Hollmann of his resignation and referenced an “investor council,” stating: *“I have copied members of our investor council on this email, perhaps they can work with you on this matter going forward.”* See Exhibit B to Affidavit of Richard Phillip Carter, attached hereto as Exhibit 2. Frank Rogers never attended a meeting nor voted to approve an “investor council” and therefore, no “investor counsel” existed in relation to Exodus Aircraft prior to the entry of the TRO and any such entity exists entirely as a result of Defendant Josh Kimbrell’s subsequent creation. In directing Hollmann to seek assistance from this “investor council” in matters concerning “Exodus Air”, Defendant Josh Kimbrell knowingly and intentionally bypassed Plaintiff Rogers. This action was intended to bypass company management, supersede Plaintiff Rogers’ authority, and utilize the listed individuals as an “advisory committee”. By referencing these individuals and involving them in ongoing company business, Defendant Josh Kimbrell formed, activated, and utilized an advisory group in connection with Exodus Aircraft’s affairs. The TRO’s prohibition on advisory committees is absolute.

Defendant Josh Kimbrell knowingly and intentionally violated Paragraph (2) of the TRO by forming an advisory committee and engaging this committee in communications about Exodus Aircraft business.

C. Violation of TRO Provision (3):

Paragraph (3) of the TRO mandates that “[n]o corporate changes shall occur. As outlined *supra*, Defendant Josh Kimbrell attempted to dissolve Exodus Aircraft entirely by attempting to file a formal dissolution with the Delaware Secretary of State. Exhibit J to the Affidavit of Richard Phillip Carter, attached hereto as Exhibit 2. As Defendant Josh Kimbrell was specifically restrained from making corporation changes, this dissolution attempt constitutes a willful and intentional violation of Paragraph (3) of the TRO. The further attempt to steer Exodus Aircraft’s management decisions to the sham advisory council also constitutes a willful and intentional violation of the TRO.

D. Violation of TRO Provision (11):

Paragraph (11) of the TRO specifically provides: “All documents, emails, correspondence, business records, text messages, and evidence of any kind potentially relating to Exodus Aircraft and also the subject of this dispute shall not be destroyed, lost, or removed out of any Restrained Defendants’ possession.” Defendants Josh and Liliya Kimbrell repeatedly, knowingly, and intentionally violated this provision of the TRO.

As detailed in the affidavits attached hereto as **Exhibits 2, 3, and 4**, Defendants Josh and Liliya Kimbrell frantically began archiving and deleting emails, business records, documents, correspondence, and evidence as early as July 12, 2025. Defendant Liliya Kimbrell went so far as to permanently delete her *entire* email mailbox on July 12, 2025. *See* Affidavit of Elisha Leonard, attached hereto as **Exhibit 3**. Thereafter, Liliya Kimbrell continued to delete emails in her account

throughout the effective time period of the TRO and as recently as August 2, 2025. *See Id*; *see also* Affidavit of Micah Sturgis attached hereto as **Exhibit 4**. Liliya Kimbrell deleted these emails knowingly and intentionally in violation of this court's clear order in Paragraph (11) of the TRO.

Exhibiting similarly willfully contemptuous conduct as that of his wife and co-defendant, Defendant Josh Kimbrell also began to immediately archive and/or delete emails, calendar invites, and other evidence from his email account beginning on July 12, 2025. *See* Affidavit of Elisha Leonard, attached hereto as Exhibit 3. As noted above, Defendant Josh Kimbrell secretly emailed Stephan Hollman, the CEO PACAVI International Corporation on July 12, 2025. *See* Exhibit B to Affidavit of Richard Phillip Carter, attached hereto as Exhibit 2. Defendant Josh Kimbrell then immediately archived the email from his sent folder shortly after sending it on July 12, 2025. *See* Affidavit of Elisha Leonard, attached hereto as Exhibit 3; *see also* Affidavit of Richard Phillip Carter, attached hereto as Exhibit 2. Josh Kimbrell immediately archived this email so that it was removed from his active outbox and hidden from anyone reviewing his active email account in order to conceal his sub rosa efforts at sabotaging a corporate opportunity by improperly communicating with the individual brokering a potential agreement between Walmart and Exodus Aircraft.

Upon information and belief, Defendant Josh Kimbrell's intentionally disobedient conduct regarding the hiding and deletion of emails and evidence did not stop on July 12, 2025.¹ Unfortunately, it is impossible to determine just how many emails Josh Kimbrell has deleted due to the limitations of the forensic investigation process. Nonetheless, despite these limitations,

¹ Plaintiffs have no way of ascertaining how many emails Josh and Liliya Kimbrell deleted from the entry to the TRO to the date of filing this Petition. *See* Affidavit of Micah Sturgis, attached hereto as Exhibit 4. Plaintiffs have spent a significant amount of time and money attempting to recover this deleted information but are informed and believe that much of this information may never be recovered due to its permanent deletion by Josh and Liliya Kimbrell.

Plaintiffs have recovered yet another additional email that was deleted by Defendant Josh Kimbrell on July 14, 2025. *See* Exhibit C to Affidavit of Elisha Leonard, attached hereto as Exhibit 3.

Based upon the limited evidence available to Plaintiffs after conducting a forensic investigation into the email activity of Defendants Josh and Liliya Kimbrell, Plaintiffs have ascertained that Defendants intentionally deleted *thousands* of emails after the entry of the TRO in direct violation of this Court's order. Nonetheless, these deleted emails are only the emails of which Exodus Aircraft is aware and was able to recover as of the date of this petition. Due to the limitations of the digital forensic investigation, Exodus Aircraft will never know how many emails and Josh and Liliya Kimbrell intentionally deleted – and how much evidence has been lost – in flagrant violation of this Court's order.

E. Violation of TRO Provision (13):

Paragraph (13) of the TRO specifically provides that “[a]s related to Exodus Aircraft, excepting only the ordinary and normal course of business, all other matters shall strictly remain status quo”. As already recounted above, Defendants Josh and Liliya Kimbrell repeatedly violated this provision of the TRO.

On July 12, 2025, Defendant Josh Kimbrell engaged in a flurry of seemingly frantic and sometimes-garbled email communications to vendors, customers, regulators, and staff that he “had resigned” as CEO and “accountable manager”, that the company was the victim of a “hostile takeover”, and that his “legal team will deal with Frank and his guys”. These communications, which were unnecessary to the ongoing daily operations of the Exodus Aircraft business, were intended to cause significant operational disruption and prevent Exodus Aircraft's ability to maintain the “status quo”.

As previously noted above, on July 12, 2025, Defendant Josh Kimbrell emailed the Stephan Hollman, who was actively brokering a charter contract and agreement between Exodus Aircraft and Walmart, stating that Plaintiff Frank Rogers “decided to try a hostile take-over with our company. As of today, I have resigned as CEO of Exodus Air.” *See* Exhibit B to Affidavit of Richard Phillip Carter, attached hereto as Exhibit 2. This email prompted Mr. Hollman to respond: “What the f.. [sic] is going on? Hostile takeover?” Exodus Aircraft has not had any further negotiations with Mr. Hollman or Walmart since Defendant Josh Kimbrell sent his email. As a result, Josh Kimbrell’s email communication significantly impacted the “status quo” of the company. Moreover, Josh Kimbrell archived this email immediately after sending it on July 12, 2025, effectively covering his tracks by hiding this disruptive communication from view within his email account.

Also on July 12, 2025, Defendant Josh Kimbrell emailed an Exodus Aircraft fuel supplier, Total Air Services, and announced his resignation from the company. *See* Exhibit C to Affidavit of Richard Phillip Carter, attached hereto as Exhibit 2. This email prompted the supplier to respond that the line of credit was extended with the understanding Josh Kimbrell would be leading and managing the company, and that Total Air Services would not provide any aircraft fuel until discussions could take place. *Id.* This refusal to provide any further fuel for the aircraft stranded clients and staff in Sonoma, California until Frank Rogers personally paid for and obtained aircraft fuel. *See* Affidavit of Richard Phillip Carter, attached hereto as Exhibit 2.

Again on July 12, 2025, Defendant Josh Kimbrell sent a separate email to Armando Vidalon of World Fuel Services, another of Exodus Aircraft’s fuel suppliers, stating that he no longer served as the CEO of Exodus Aircraft. *See* Exhibit F to Affidavit of Richard Phillip Carter, attached hereto as Exhibit 2. This unnecessary email, for which there is no explanation other than

as a second attempt to disrupt fuel supply for Exodus Aircraft, was also archived by Josh Kimbrell, effectively hiding from view his efforts to disrupt the “status quo”. *Id.*; *see also* Exhibit B to Affidavit of Elisha Leonard, attached hereto as Exhibit 3. These efforts to disrupt fuel service impaired the daily operations of Exodus Aircraft, thereby affecting the “status quo” of the company, and constitute a willful violation of the TRO.

Continuing his frenzied efforts to disrupt the “status quo” of Exodus Aircraft, on July 12, 2025, Defendant Josh Kimbrell emailed multiple staff and associates under the subject line “My Resignation from Exodus Aircraft”. *See* Exhibit E to Affidavit of Richard Phillip Carter, attached hereto as Exhibit 2. In this email he states that: “Mr. Rogers release [sic] his lawsuit against me ... I am resigning from Exodus Aircraft, LLC.” *Id.* That same day, in a thinly veiled attempt to coerce Exodus staff to terminate their employment relationship with the company, Defendant Josh Kimbrell emailed a variety of individuals, including several Exodus Aircraft staff members, his attorney, and various members of his “investor council” on July 12, 2012. *See* Exhibit G to Affidavit of Richard Phillip Carter, attached hereto as Exhibit 3. In this email entitled “Crew Reports”, Defendant Josh Kimbrell stated he was now the “former CEO of Exodus Air” and was “connecting the staff to decide who wants to stay”. *Id.* These communications by Josh Kimbrell to employees and contractors were intended to convince critical staff to “jump ship”, leaving Exodus Aircraft unable to continue regular daily operation. Upon information and belief, these efforts have continued unabated since the entry of the TRO and the Preliminary Injunction. These communications constitute a willful and intentional violation of this Court’s Orders.

Also on July 12, 2025, Defendant Josh Kimbrell forwarded himself another email entitled “Fw: FX Aviation v. Liker”. *See* Exhibit D to Affidavit of Richard Phillip Carter, attached hereto as Exhibit 2. The initial email was sent on July 10, 2025, at 11:40 PM from Josh Kimbrell to John

Crawford, Jonathan Abrams, Richard Lackey, Jere Davis, and Daniel Nickles. In this communication, Kimbrell states “Gentlemen in of [sic] Light of Mr. Roger’s latest ultimatum I have notified Secretary Hamm0gd [sic] that I am no longer a member of FX Aviation Capital LLC and, therefore I will no longer be Responsible for the legal defense and will not be testifying for or participating in deposition’s [sic] for etc. Plesas [sic] no longer consider me a member of the LLC. I will, however, remain CEO of Exodus Air LLC.” While it is unknown why Josh Kimbrell forwarded this email to his personal email account, Josh Kimbrell affirmatively states in his email that he intends to refuse to participate in any depositions for ongoing civil litigation involving Exodus Aircraft. *Id.* Such a refusal certainly impacts the “status quo” of any pending litigation or other legal matters for which Josh Kimbrell’s testimony is required by Exodus Aircraft.

As part of his July 12, 2025 email flurry, Defendant Josh Kimbrell emailed Robby Benton with Rick Ware Racing, a valued customer of Exodus Aircraft. Josh Kimbrell copied his attorney, several Exodus Aircraft employees, and several members (but not all) of the Josh Kimbrell-created sham “investment council” on this communication and stated: “I am not longer CEO of Exodus Aircraft...[Frank Rogers] will be your contact for all flights for the rest of the season for NASCAR.” *See* Exhibit H to Affidavit of Richard Phillip Carter, attached hereto as Exhibit 2. As with his other communications on July 12, 2025, this unnecessary communication with one of Exodus Aircrafts most valued customers was sent with the intention of disrupting the “status quo” by harming Exodus Aircraft’s relationship with Rick Ware Racing. As such, this email constitutes yet another violation of the TRO.

Additionally, on July 12, 2025, Defendant Josh Kimbrell emailed FAA Safety Inspectors under the subject “Fw: Resignation” and stated: “I am officially resigning tonight as the accountable manager.” *See* Exhibit I to Affidavit of Richard Phillip Carter, attached hereto as

Exhibit 2. Upon information and belief, the accountable manager is the FAA's primary point of contact for regulatory compliance for a charter aircraft company. Upon information and belief, this unnecessary email to the FAA, sent outside of the normal course of communication, triggered heightened regulatory oversight of Exodus Aircraft by the FAA and resulted in significantly greater expenditures of capital, both human and monetary, to ensure Exodus Aircraft can continue to remain in compliance with the FAA in order to operate as a charter airline. Josh Kimbrell, as the accountable manager for Exodus Aircraft, was aware of the impact his highly irregular email to the FAA would cause and sent the email with the intent to disrupt the "status quo" in violation of the TRO.

Finally, Defendant Josh Kimbrell's July 13, 2025 email directing his attorney file formal papers in Delaware to dissolve the company certainly did not maintain the "status quo" and can only be viewed as a willful, intentional, and knowing violation of the July 11, 2025 TRO.

Violations of Preliminary Injunction

6. On July 21, 2025, the parties entered a Consent Order Granting Preliminary Injunctive Relief ("Preliminary Injunction") that further enjoined the conduct of Defendants Josh and Liliya Kimbrell ("Enjoined Parties"). A copy of the Consent Preliminary Injunction is attached hereto as **Exhibit 5**.

7. Defendants Josh and Liliya Kimbrell received notice of the Consent Order Granting Preliminary Injunctive Relief on July 21, 2025, the date they both executed the Consent Order. Defendants Josh and Liliya Kimbrell received further notice of the entry of the Preliminary Injunction through electronic service on their counsel of record on July 22, 2025.

8. Defendants Josh and Liliya Kimbrell repeatedly violated the Consent Preliminary Order. These identified violations include:

A. Violation of Preliminary Injunction Provision (9):

Paragraph (9) of the Preliminary Injunction provides that: “[u]ntil there is a final adjudication in this action and to the extent any of the Enjoined Parties have in their possession and control any documents, emails, correspondence, business records, text messages, or evidence of any kind potentially relating to Exodus Aircraft and also the subject of this dispute, such materials shall be preserved and shall not be destroyed, lost, or removed from any Enjoined Parties’ possession and *Enjoined Parties hereby certify they have not destroyed any such materials since the issuance of the TRO* by the Court.” See Exhibit 5 (emphasis added).

As previously noted, both Defendants Josh and Liliya Kimbrell have repeatedly and intentionally deleted and destroyed emails, documents, correspondence, and evidence since the issuance of the TRO on July 11, 2025. Nonetheless, Defendants Josh and Liliya both executed the consent agreement and falsely certified to this Court that they “have not destroyed any such materials since the issuance of the TRO.” Defendant Liliya Kimbrell falsely certified that she had not destroyed any emails or evidence of any kind since the issuance of the TRO on July 11, 2025 despite deleting over two thousand emails on July 12, 2025. Defendant Josh Kimbrell falsely certified that he had not destroyed any emails or evidence of any kind despite archiving and deleting an unknown number of emails.

Beyond their false certifications to this Court, Defendants Josh and Liliya Kimbrell further violated Paragraph (9) of the Preliminary Injunction by continuing to delete emails after they signed the Consent Preliminary Injunction on July 21, 2025, and after entry of the Preliminary Injunction on July 22, 2025. Defendant Josh Kimbrell continued to violate the Preliminary Injunction on July 29, 2025, when he forwarded an email to Doug Brennan of the Priority 1 Group. This email contained a document entitled “Exodus 12.31.24 Profit and Loss” that appears to be a

version of the Exodus Aircraft Profit and Loss statement from December 31, 2024. Yet again, in violation of the Preliminary Injunction, Defendant Josh Kimbrell knowingly and intentionally deleted this email shortly after he sent it on July 29, 2025. *See* Exhibit L to Affidavit of Richard Phillip Carter, attached hereto as Exhibit 2; *see also* Exhibit D to Affidavit of Elisha Leonard, attached hereto as Exhibit 3.

Defendant Josh Kimbrell has continued to delete items from his email since the entry of the Preliminary Injunction. A digital forensic analysis reveals that Defendant Josh Kimbrell deleted at least 246 emails in just the two-week period preceding August 2, 2025. These deleted emails were received from a variety of senders and related to business, personal, and political matters. Among the deleted email, at least one vendor email with an attached invoice was deleted. The deleted vendor email included an attached invoice from the company that provides Exodus Aircraft critical takeoff analysis and operational data necessary for the safe operation of the aircraft. This invoice was emailed to Defendants Josh and Liliya Kimbrell and deleted from both of their email inboxes on August 2, 2025. *See* Exhibit M to Affidavit of Richard Phillip Carter, attached hereto as Exhibit 2; Affidavit of Micah Sturgis, attached hereto as Exhibit 4.

As noted in the preceding paragraph, Defendant Liliya Kimbrell has deleted emails from her inbox since the issuance of the TRO and even after the issuance of the Preliminary Injunction. She deleted the vendor email and invoice referenced above on August 2, 2025. *Id.* In addition, Plaintiffs have discovered that Defendant Liliya Kimbrell deleted a number of other vendor emails and invoices. *See* Exhibit E to Affidavit of Elisha Leonard, attached hereto as Exhibit 3. Unfortunately, Plaintiffs are unable to recover all of the emails deleted by Defendant Liliya Kimbrell due to the limitations of the forensic investigation; however, based upon her demonstrated disregard for the Court order evidenced by her purging all of her emails after the

TRO and then continuing to delete new emails after the issuance of the Preliminary Injunction, including important vendor invoices, it is only small step to conclude that she has continued to flout this Court's orders by deleting emails, communications, documents, and necessary evidence.

B. Violation of Preliminary Injunction Provision (4):

Paragraph 4 of the Consent Preliminary Injunction provides Josh Kimbrell "shall surrender to Plaintiffs' counsel all business records and all information in his possession and control relating to Exodus so as to facilitate a smooth transition of Exodus' management." Josh Kimbrell executed the Consent Preliminary Injunction on July 21, 2025. That very same day, Defendant Josh Kimbrell forwarded an email to his personal email account entitled "Fw: Exodus Aircraft AOC Prospectus". This email included an attachment with confidential Exodus Aircraft information relevant to a potential sale of the company-owned aircraft, including corporate financial information, such as revenue information, customer projections, profit and loss statements, and valuations. *See* Exhibit K to Affidavit of Phillip Carter, attached hereto as Exhibit 2. Josh Kimbrell intentionally forwarded this confidential business information to his personal email account on the same day he executed the Consent Preliminary Injunction in willful violation of the requirement that he "surrender all business records and all information in his possession", exhibiting a stunning disregard for this Court's orders and a brazen lack of concern for truthfulness.

C. Violation of Preliminary Injunction Provision (10):

Paragraph 10 of the Consent Preliminary Injunction provides that the "Enjoined Parties shall altogether cease using the names Exodus Airways, LLC, Exodus Aircraft, LLC, Exodus Air, Exodus, or any similar permutation using the term Exodus and shall not act in such a fashion as might cause a reasonable and ordinary person to conclude mistakenly that they have affiliation with Exodus Aircraft." *See* Exhibit 5. Defendant Josh Kimbrell knowingly and intentionally

violated this provision of the Preliminary Injunction on July 29, 2025 when he emailed Doug Brennan with Priority 1 Logistics from his Exodus Aircraft email account, which utilizes the email address josh@exodusaircraft.com and included a document that he purported to be the Exodus Aircraft Profit and Loss Statement. *See* Exhibit L to Affidavit of Richard Phillip Carter, attached hereto as Exhibit 2; *see also* Exhibit D to Affidavit of Elisha Leonard, attached hereto as Exhibit 3.

9. Based on Defendants Josh and Liliya Kimbrell's willful, continuous, and unabated violations of relevant provisions of both the TRO and the Consent Preliminary Injunction, Plaintiffs respectfully request that this Court issue an Order directing Defendants Josh and Liliya Kimbrell to appear before this Court to show cause as to why they should not be found in violation of both the Court's July 11, 2025 TRO and July 22, 2025 Consent Preliminary Injunction and, if found in contempt, that they be sanctioned to the maximum extent allowed by the law and in a manner that will ensure the Defendants permanently abide by this Court's orders.

WHEREFORE, pursuant to Rule 45(e) of the *South Carolina Rules of Civil Procedure*, the Plaintiffs respectfully requests that this Court issue an Order requiring:

- (1) Requiring Defendants Josh Kimbrell and Liliya Kimbrell appear before this Court to show cause as to why they should not be found in violation of the TRO;
- (2) Requiring Defendants Josh Kimbrell and Liliya Kimbrell appear before this Court to show cause as to why they should not be found in violation of the Consent Preliminary Injunction;
- (3) Ordering sanctions to the maximum extent allowed under the law;
- (4) Awarding Plaintiffs an inference of spoliation against Defendants Josh and Liliya Kimbrell;

- (5) Ordering Defendants Josh and Liliya Kimbrell to pay Plaintiffs' attorney's fees and costs related to this Rule to Show Cause as well as all fees associated with the forensic investigation required to ascertain and attempt to recover all deleted emails, documents, correspondence, and evidence;
- (6) Granting such other and further sanctions and relief as this Court may deem just and proper under the facts and circumstances of this case.

Respectfully submitted:

s/W. Walter Wilkins, III

W. Walter Wilkins, III (SC Bar No. 16740)

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Attorneys for Plaintiffs

August 21, 2025

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Frank George Rogers, individually and
derivatively as a member and on behalf of
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Plaintiffs,

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Robertson Kimbrell, Exodus Airways, LLC,
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IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

Civil Action No. 2025-CP-23-04210

**MOTION FOR TEMPORARY
RESTRAINING ORDER
AND PRELIMINARY
INJUNCTIVE RELIEF**

Pursuant to Rule 65, SCRCP, Plaintiffs move the Court for a temporary restraining order and thereafter a preliminary injunction restraining and enjoining Defendants Joshua Kimbrell, Liliya Kimbrell, and Exodus Airways, LLC ("Restrained Parties") as follows pending the outcome of an ensuing hearing on Plaintiffs' motion for preliminary injunction:

- (1) No action shall be taken by any of the Restrained Parties that would change the rights or obligations of Exodus Aircraft, LLC;
- (2) No advisory committees shall be formed;
- (3) No corporate changes shall occur;
- (4) Exodus Aircraft shall be operated in the ordinary and normal course; no extraordinary measures or undertakings shall occur;
- (5) No sale of any asset of Exodus Aircraft shall occur absent permission from the Court;
- (6) No diversion of any existing corporate monies of Exodus Aircraft shall occur;
- (7) No diversion of any funds generated by Exodus Aircraft shall occur;

- (8) No diversion of any funds generated from any contract held by Exodus Aircraft shall occur;
- (9) No diversion of any funds generated from any asset owned by Exodus Aircraft shall occur;
- (10) No extraordinary expenditures shall occur absent a request to the Court and permission granted;
- (11) All documents, emails, correspondence, business records, text messages, and evidence of any kind potentially relating to Exodus Aircraft and also the subject of this dispute shall be destroyed, lost, or removed out any Restrained Defendants' possession;
- (12) To the extent in the possession of any Restrained Defendant or any entity or person under their control, any funds that may have been previously diverted from Exodus Aircraft as generated by that entity, pursuant to a contract held by that entity or generated from an asset owned by that entity shall not be diverted from wherever they presently reside;
- (13) As related to Exodus Aircraft, excepting only the ordinary and normal course of business, all other matters shall strictly remain status quo.

This Motion is supported by the South Carolina Rules of Civil Procedure, the affidavit of Frank Rogers, and Plaintiffs' Verified Complaint demonstrating that absent such relief, Plaintiffs will suffer irreparable harm, lack an adequate remedy, and enjoy a likelihood of succeeding on the merits.

WILKINS DAVIS, LLC

/s/ Lane W. Davis

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July 11, 2025

Greenville, South Carolina

Attorneys for Plaintiffs

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C.A. NO.: 2025-CP-23-04210

**AFFIDAVIT OF RICHARD PHILLIP
CARTER**

Personally appeared before me, Richard Phillip Carter, who after first being duly sworn,
deposes and states as follows:

1. My name is Richard Phillip Carter. I am a citizen and resident of Greenville County, South Carolina. I am over the age of eighteen (18) years, of sound mind, and I submit this affidavit based upon my personal knowledge.
2. I am a Qualified International Investigator. I am the founder and owner of Sierra Consulting, a private investigation and security firm specializing in domestic and international civil and criminal investigation services for attorneys, businesses, and individuals.
3. I have attached my Curriculum Vitae to this affidavit as **Exhibit A** for reference to my education, professional experience, certifications, training, professional licensing, professional organizations, awards, teaching experience, speaking experience, and court experience. Prior to establishing Sierra Consulting I was employed for fifteen (15) years as a Postal Inspector/National Business Liaison Program Manager with the United States Postal Inspection Service. From 2002

to 2007, I served as a Special Agent in the United States Secret Service and from 1996 to 2002, I was a Deputy Sheriff/Criminal Investigator in Colleton County, South Carolina.

4. On or about May 2025, I was retained to oversee an investigation into possible misappropriation of Exodus Aircraft, LLC funds by Josh Kimbrell, Liliya Kimbrell and other individuals. As part of this investigation, I worked with and supervised the activities of Micah Sturgis, a qualified digital forensic investigator.

5. I have been provided a copy of, and am familiar with, the July 11, 2025 Temporary Restraining Order ("TRO") and the July 22, 2025 Consent Preliminary Injunction.

6. After the entry of the TRO, the account administrators for Exodus Aircraft's enterprise account conducted a review of email accounts to detect potential misconduct, including suspicious activity, unauthorized email deletions, transmission of confidential or proprietary information, inappropriate or offensive communications, phishing attempts, and compliance violations. These employees specifically monitored the email activity of Josh and Liliya Kimbrell and provided me regular updates.

7. On July 12, 2025, Josh Kimbrell emailed Stephan Hollmann, the Chief Executive Officer at PACAVI International Corporation. See **Exhibit B**. Upon information and belief, PACAVI is a company specializing in providing aircraft conversion solutions, research and design for aircraft operators around the globe. Upon information and belief, Mr. Hollman was actively brokering a charter contract and agreement between Exodus Aircraft and Walmart. Josh Kimbrell copied Richard Lackey, Jere Davis, Dan Nickles and Barney Atkinson on this communication. The subject of this email was "Fw: Frank Rogers". Frank Rogers is the Plaintiff in this litigation and the current owner of Exodus Aircraft, LLC. Josh Kimbrell stated in this email: "Stephan: Great to meet you and Wal Mart this week. Today, Frank Rogers, previously, my business partner

with Exodus Aircraft LLC decided to try a hostile take-over with our company. As of today, I have resigned as CEO of Exodus Air. I have copied members of our investor council on this email, perhaps they can work with you on this matter going forward..." Upon information and belief, Josh Kimbrell archived this email from his sent folder shortly after sending it on July 12, 2025, which removed the email from the visible active sent folder of his email account.

8. On July 12, 2025, one day after the entry of the Temporary Restraining Order, Josh Kimbrell emailed Emilio Dirube of Total Air Services, a fuel supplier, under the subject "Control of Exodus to Frank Rogers". See **Exhibit C**. Josh Kimbrell copied Vanessa Kormylo, Russell Andrews, Jere Davis, and Richard Lackey on this communication. Josh Kimbrell stated in this email: "Emilio: All further contracts/billing for flights will go to Frank Rogers at fr@rogersstereo.com. I have resigned from the company -JBK". Upon information and belief, Mr. Dirube responded that the line of credit was extended with the understanding Josh Kimbrell would be leading and managing the company, and that Total Air Services was not comfortable moving forward and would not provide any aircraft fuel until discussions could take place. *Id.* Upon information and belief, this refusal stranded clients and staff in Sonoma, CA, requiring Frank Rogers to personally pay for fuel to return them to the East Coast.

9. On July 12, 2025, one day after the entry of the Temporary Restraining Order, Josh Kimbrell forwarded an email to himself under the subject "Fw: FX Aviation v Liker". See **Exhibit D**. This was a forwarded email with no additional text in the body. The initial email was sent on July 10, 2025, at 11:40 PM from Josh Kimbrell to John Crawford, Jonathan Abrams, Richard Lackey, Jere Davis, and Daniel Nickles. In this communication, Kimbrell states "Gentlemen in of [sic] Light of Mr. Roger's latest ultimatum I have notified Secretary Hamm0gd [sic] that I am no longer a member of FX Aviation Capital LLC and, therefore I will no longer be Responsible for

the legal defense and will not be testifying for or participating in deposition's [sic] for etc. Plesas [sic] no longer consider me a member of the LLC. I will, however, remain CEO of Exodus Air LLC."

10. On July 12, 2025, one day after the entry of the Temporary Restraining Order, Josh Kimbrell emailed multiple Exodus Aircraft staff and associates under the subject "My Resignation From Exodus Aircraft LLC July 12, 2025". See **Exhibit E**. Josh Kimbrell stated in this email: "...Frank G. Rogers, launched a preemptive, deceptive, and wrong attack against me in my capacity as your accountable manager and CEO at Exodus Aircraft. As a public official, to maximize attempts at public embarrassment, Mr. Rogers release [sic] his lawsuit against me and my sweet wife, Liliya, to the press in South Carolina. I have copied members of my public relations team here to help cope with the distress of this situation...As of this evening, I am resigning from Exodus Aircraft, LLC. [sic] and am giving all control to Frank Rogers and whomever he appoints as accountable manager. In spite of what Mr. Rogers is trying to do to Liliya and me in the press right now, my political team will deal with that...While Frank and his little friends have tried to destroy my political career, I am proud of what I have accomplished and fought for with you together. As of today, my legal team will deal with Frank and his guys, and it is up to you what you decide to do with Exodus Air..."

11. On July 12, 2025, one day after the entry of the Temporary Restraining Order, Josh Kimbrell emailed Armando Vidalon of World Fuel Services Corporation under the subject "World Fuel Account". See **Exhibit F**. Josh Kimbrell stated in this email: "As of today, I am no longer a member of Exodus Aircraft, LLC and I am no longer the CEO of the Company. Any further information or communication regarding the World Fuel account goes to the CEO, Frank Rogers". Upon information and belief, Josh Kimbrell archived this email from his sent folder shortly after

sending it on July 12, 2025, which removed the email from the visible active sent folder of his email account.

12. On July 12, 2025, one day after the entry of the Temporary Restraining Order, Josh Kimbrell emailed Russell Andrews, Alex Camp, Dennis Davis, Liliya Kimbrell, Heather Midyette, Isaac White, Gerald Ernst, and Joshua Kimbrell under the subject "Crew Reports". See **Exhibit G**. Josh Kimbrell copied Richard Lackey, Jere Davis, Daniel Nickles, Paul Moore, russangel988@gmail.com, Frank Rogers, Vanessa Kormylo, and Chris Mylett on this communication. Josh Kimbrell stated in this email: "As of this evening, in my capacity as former CEO of Exodus Air, I am connecting you to your new Chief, Frank G. Rogers. Since he decided to slander me in the press today, along with my wife, my staff is dealing with that, so I am a touch busy. Thus, I am connecting the staff to decide who wants to stay for the program:

Director of Ops - Russell Andrews - Copied

Chief Pilot - Dennis Davis - Copied

Isaac White- Direct of Maintenance [sic] - Copied but Resigned Today

Chief Flight Attendant - Kelly Collins

Liliya Kimbrell - Director of HR and Flight Attendant - Resigned Today

Alex Camp - First Officer - Copied

Heather Midyette - Copied

Cpt Gerry Ernst – Copied"

13. On July 12, 2025, one day after the entry of the Temporary Restraining Order, Josh Kimbrell emailed Robby Benton, Russell Andrews, and Frank Rogers under the subject "NASCAR Contract". See **Exhibit H**. Josh Kimbrell copied Vanessa Kormylo, Daniel Nickles, batkinson53@hotmail.com, Jere Davis, Richard Lackey, Vanessa Kormylo, and Joshua Kimbrell

on this communication. Josh Kimbrell stated in this email: "Robby: Sorry for the crazy weekend. I am no longer the CEO of Exodus Air. I appreciate the contract with RWR and NASCAR for the last several years. Even when we have not agreed, I have enjoyed our relationship. My business partner decided to attack me in the press in SC today. My attorneys will deal with that. As it stands now, Frank G. Rogers, copied, is the CEO of Exodus Air. He will be your contact for all flights for the rest of the season for NASCAR."

14. On July 12, 2025, one day after the entry of the Temporary Restraining Order, Josh Kimbrell emailed Frank Rogers and FAA Safety Inspectors Steve Petrosian, Bruce Vestal, and Jeff Kimbrell under the subject "Fw: Resignation". **See Exhibit I.** Josh Kimbrell copied Frank Rogers, Richard Lackey, Jere Davis, Barney Atkinson, Paul Moore, and Isaac White on this communication. Josh Kimbrell stated in this email: "I am officially resigning tonight as the accountable manager of Exodus Aircraft LLC. Frank G. Rogers...will be the new CEO...Our DOM, Isaac White, resigned today. I assume Mr. Rogers will...nominate a new DOM." Upon information and belief, the accountable manager is the FAA primary point of contact for regulatory compliance.

15. On July 13, 2025, two days after the entry of the Temporary Restraining Order, Josh Kimbrell emailed Vanessa Kormylo, Richard Lackey, Jere Davis, Barney Atkinson, and Paul Moore under the subject "Transfer Exodus in DE". **See Exhibit J.** In this email, Kimbrell directed Ms. Kormylo to send "disassociation forms" to the Delaware Secretary of State the next day, July 14, 2025. Josh Kimbrell specifically stated: "Vanessa, on my behalf, please send this disassociation form to the Delaware Secretary of State tomorrow. Please see attached docs from 2022 wherein FGR acquired 50% of Exodus Aircraft. This is for our investor group here in SC. I have also attached the required DE disassociation form for DE for Exodus Aircraft to remove myself as a

member of the LLC. The executed form is attached. I can pay the required fees if you notify how those fees should be paid at joshSC1@gmail.com. I have notified the FAA as it is an air charter company.” The document that was attached to Josh Kimbrell’s email was not a disassociation form. Rather, it was a form requesting the dissolution by the Delaware Secretary of State.

16. On July 21, 2025, Josh Kimbrell forwarded an email to himself under the subject “Fw: Exodus Aircraft AOC Prospectus”. See **Exhibit K**. This email contained no text in the body and included an attachment titled “Exodus Aircraft AOC Prospectus”. Upon information and belief, the attachment marketed the FAA Part 135 Operating Certificate and company-owned aircraft for sale, including corporate financial information, such as revenue information, customer projections, profit and loss statements, and valuations.

17. On July 29, 2025, Josh Kimbrell forwarded an email to Doug Brennan at dbrennan@priority1.group. See **Exhibit L**. This email was a forwarded email and there was no text in the body of the email. The initial email was sent on July 1, 2025 at 1:15p from Josh Kimbrell to Richard Lackey, Jere Davis, and Daniel Nickles. In that email, Kimbrell stated: “Sending 2024 Year End QB statement from Matthew Skinner our accountant. I had previously provided to Richard and Jere. Will send Q1 numbers also and statements Regards, -Josh.” The email was forwarded again on July 1 at 1:16p from Josh Kimbrell to Barney Atkinson. On July 13, 2025, two days after the TRO, Kimbrell forwarded this email again to his personal email. On July 29, 2025, Josh Kimbrell forwarded the email a third time to Doug Brennan at Priority One Group. This email contained an attachment: “Exodus 12.31.24 Profit and Loss.pdf”. The attachment contained the Profit and Loss statement of Exodus Aircraft (January – December 2024).

18. I personally reviewed 246 emails deleted by Mr. Kimbrell that were recovered by Mr. Sturgis in his August 2, 2025 review of Mr. Kimbrell’s email inbox. The emails deleted were

from a variety of senders and related to business, political, and personal matters. One deleted email contained an invoice from Aircraft Performance Group, LLC, a vendor utilized by Exodus Aircraft that provides critical takeoff analysis and other operational data relied upon Exodus Aircraft pilots and necessary for the safe operation of the Exodus Aircraft airplane. See **Exhibit M**. This invoice was emailed to Josh Kimbrell and Liliya Kimbrell and was deleted from both of their inboxes on August 2, 2025.

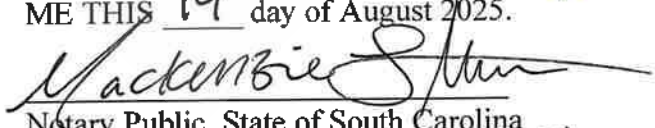
19. As part of this investigation, my investigative team and I have personally interviewed several individuals in order to ascertain whether Josh Kimbrell, Liliya Kimbrell, or a third-party acting on behalf of Josh and Lilya Kimbrell, contacted any prohibited individuals or companies since the issuance of the TRO on July 11, 2025 or the entry of the Preliminary Injunction on July 22, 2025. Based on these interviews, it is my understanding that Josh Kimbrell, Liliya Kimbrell, and/or a third-party acting on their behalf did, in fact, contact customers, investors, vendors, and other individuals in violation of both of this Court's orders from July 11, 2025 (TRO) and July 22, 2025 (Preliminary Injunction). Unfortunately, due to the limitations of the forensic process, I currently am unable to access any evidence or emails deleted by Josh Kimbrell or Liliya Kimbrell prior to July 19, 2025.

FURTHER AFFIANT SAYETH NOT.



Richard Phillip Carter

SWORN AND SUBSCRIBED TO BEFORE
ME THIS 19 day of August 2025.



Notary Public, State of South Carolina

My Commission Expires: 02/05/2034



Richard P. Carter, JM

4 Pebble Grove Court; Taylors, SC 29687 | (864) 230-9107 | phil@sierraconsultllc.com

Curriculum Vitae

Professional History

Sierra Consulting LLC, Greenville, SC – Founder/Owner, Investigative Services and Consulting (2022 – Present)

United States Postal Inspection Service, Washington, DC – Inspector/National Business Liaison Program Manager, (2007 – 2022)

United States Secret Service, Charleston, SC/Washington, DC – Special Agent (2002 – 2007)

Colleton County Sheriff's Office, Walterboro, SC – Deputy Sheriff/Criminal Investigator (1996 – 2002)

Education

Juris Master with Honors (High Distinction) in American Legal Studies, Liberty University School of Law, 2022

B.A. in Interdisciplinary Studies, University of South Carolina, 1999

Graduate with Honors, U.S. Secret Service Training Center, 2003

Graduate with Honors, Federal Law Enforcement Training Center, 2002

Graduate with Honors, S.C. Criminal Justice Academy, 1996

Certifications and Professional Designations

Qualified International Investigator (QII) – Council of International Investigators

Professional Affiliations

Board Member – Better Business Bureau

Board Member – American Bar Association – International White Collar Crime Committee

Board Member – American Bar Association – National Law Enforcement Committee

Member – American Bar Association

Member – Overseas Security Advisory Council, Bureau of Diplomatic Security, U.S. Department of State

Member – International Association of Chiefs of Police

Member – ASIS International

Member – International Homicide Investigators Association
Member – International Association for Identification
Member – International Association of Financial Crimes Investigators
Member – Word Affairs Council of America
Member – World Association of Detectives
Member – Council of International Investigators

Past Professional Affiliations

Member – United States Marshal’s Service Fugitive Task Force, (2009 – 2018)
Member – FBI JTTF Executive Committee, (2015 – 2022)
Member – NIST OSAC Crime Scene Investigation & Reconstruction Subcommittee (2019 – 2022)

Honors and Awards

Rotary Club Law Enforcement Officer of the Year, 2012
Billy Wilkins Excellence in Law Enforcement Award, 2014

Law Enforcement History

Actively investigated: School Shooting (Townville Elementary), Serial Killer, Homicides, Suicides, Bank Failures, International Fraud, International Narcotics Trafficking, Threats.

Arresting Officer/Agent in 500+ arrests.

Participated in 1,000+ arrests.

Testified in 300+ Judicial Hearings in Federal and State courts, including, jury trials, bench trials, bond hearings, grand jury proceedings, suppression hearings, and arraignments.

Exhibitions

Investigating Frauds in Baseball Memorabilia

Primary Contributor
Smithsonian National Museum, Washington, D.C.
April 9, 2022 – January 5, 2025

Primary contributor to the development of the exhibit focusing on the prevalence of counterfeit sports memorabilia and the investigative efforts of law enforcement. Featured items were sourced directly from my domestic and international investigations into counterfeit memorabilia. The exhibit highlighted investigative efforts of law enforcement and emphasized the historical and cultural significance of the items in an effort to increase public awareness.

Media Appearances (By Topic)*Anti-Semitic Attacks*

- June 6, 2025 NBC – WYFF4

Apalachee High School Shooting

- September 6, 2024 NBC – WYFF4
https://www.youtube.com/watch?v=AL-mOlgJP_M

Baseball Memorabilia and Confronting the Curveball of Mail Fraud

- December 18, 2024 Smithsonian Institute National Webinar

International Travel Safety

- July 12, 2025 NBC – WYFF4

Law Enforcement Training and Protocols

- July 29, 2025 NBC – WYFF4

National Racist Text Messages

- November 8, 2024 NBC – WYFF4
<https://youtu.be/BvuSXu1Uo9w?si=PcEeUtRppEVGcqN3>

NCAA Stadium Security

- December 3, 2024 NBC – WYFF4

New Orleans Terrorist Attack (Law Enforcement Response and Security Plan)

- January 3, 2025 Fox News LiveNow
<https://www.livenowfox.com/video/1570911>

New Orleans Terrorist Attack (Law Enforcement Response and Security Plan)

- January 1, 2025 WYFF4
<https://www.youtube.com/watch?v=-mtCOOcwFro&t=54s>

NFL Headquarters Shooting

- July 30, 2025 WYFF4

Paris Olympics Security

- July 26, 2024 NBC – WYFF4
<https://www.youtube.com/watch?v=G8bJHdA25O8&t=14s>

Presidential Inauguration Security Assessment

- January 20, 2025 NBC – WYFF4

Presidential Protection – Russia/US Summit

- August 18, 2025 NBC – WYFF4

President-elect Trump Protective Security Transition

- November 6, 2024 NBC (National Affiliates)

President Trump Assassination Attempt

- July 23, 2024 NBC – WYFF4
<https://www.youtube.com/watch?v=aZsQC1ulkKY&t=6s>
- July 31, 2024 NBC – WYFF4
<https://www.youtube.com/watch?v=f1Oml62Txi8>
- September 17, 2024 NBC – WYFF4

Security – Elected Officials

- June 24, 2025 NBC – WYFF

Security – Travel

- June 12, 2025 NBC – WYFF
- July 3, 2025 NBC – WYFF
<https://www.wyff4.com/article/lone-wolf-attack-risk-higher-for-fourth-of-july-weekend/65293147>

United States Secret Service Congressional Hearings

- August 22, 2024 NBC – WYFF4

United States Secret Service Reform

- October 18, 2024 NBC – WYFF4

Use of Force

- February 25, 2025 NBC – WYFF4
<https://www.youtube.com/watch?v=7XctnqyoDuM&t=26s>

2025 Continuing Education Classes

- | | |
|--|--------------------------|
| • Successful Cross-Examination of the Forensic Financial Expert at Trial | American Bar Association |
| • Expert Witness – The Ethics of Experting | American Bar Association |
| • How Artificial intelligence Could Destroy the Multi-Factor Authentication Process for Financial Institutions | IAFCI |
| • Crypto Investigations – Basic to Advanced Case Studies & VeriWallet | CrimeDex – IAFCI |
| • Cyber Insider Threat | DOD – DCSA |

2024 Continuing Education Classes

- | | |
|---|-------------------------------|
| • Using AI Ethically & Responsibly in Your Legal Practice | American Bar Association |
| • Rethinking the Consequences of Incorrect Inventorship Under US Patent Law | American Bar Association |
| • Introduction to Insurance Fraud | North American Training Group |
| • Workers Compensation Fraud | North American Training Group |

- Cybersecurity for Small Businesses PremierePC Technology Group
- Introduction to Investigative Genetic Genealogy TriTech Forensics
- Introduction to Forensic Biology TriTech Forensics

Professional History, Expanded

2022 – Present

Sierra Consulting

Owner - Principal

Sierra Consulting is a private investigation and security firm specializing in domestic and international civil and criminal investigation services for attorneys, businesses, and individuals. In partnership with industry experts, Sierra Consulting delivers advanced cyber intrusion intervention, mitigation, and protection solutions, as well as comprehensive physical security consultations.

2007 – 2022 (Ret.)

United States Postal Inspection Service

Supervisory Postal Inspector

As a Postal Inspector, I received extensive training on workplace violence and US Postal Service operations. I completed the OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) training and operated as a Dangerous Materials Investigations Inspector. I conducted numerous national and international investigations involving Mail Theft, Fraud, Cyber Fraud, Intellectual Property Rights crimes, and Identity Theft, as well as investigating Internal Crimes and Threats (Employee Theft, Employee Threats, and Assaults, IPR Security, and Workplace Violence). Additionally, I investigated Burglaries, Theft, Prohibited Mailings, Narcotics, Consumer Fraud, Assaults, and the like. As an Inspector, I wrote, applied for, received, and executed numerous Federal search warrants, arrest warrants, and requests for indictment.

From November 2017 until October 2022, I was employed by the United States Postal Inspection Service in a supervisory role as the National Business Liaison Program Manager. As the Business Liaison Program Manager (BLPM), I established and maintained contact, on a national level, with the Directors of Security and security groups and businesses with shared interests with or peripheral to the United States Postal Inspection Service (Amazon, eBay, Capital One, National Football League, etc.). Additionally, in this role, I received & assessed all criminal cases from business partners and referred these cases to the proper field division for investigation. In times of crisis (e.g., package bombings, cyber-attacks, etc.), I coordinated all information between the U.S. Postal Inspection Service Executive Committee, law enforcement (federal, state, and local), private business security groups, carriers, & retailers.

2002 – 2007

United States Secret Service

Special Agent

From September of 2002 until March of 2007, I was employed by the United States Secret Service as a Special Agent. During this time and since, I received extensive training in the areas of computer crime, financial crime, identity theft, infrastructure, and physical security. I have conducted numerous investigations involving computer crimes, such as White-Collar Fraud, Child Pornography, Counterfeiting, Bank Fraud, Wire Fraud, Identity Theft, Cyber Crimes, and Threats against public officials. I wrote, applied for, received, and executed numerous Federal search warrants, arrest warrants, and requests for indictment. I have also testified in both State and Federal Courts and Grand Juries.

As a Special Agent, I was responsible for the internal/external physical and advance protective security of numerous persons and locations, including airports, private residences, hotels, convention centers, motorcade routes, etc. for protectees of the United States Secret Service including the President George Bush and Vice President Richard Cheney, members of the President's cabinet, Foreign Heads of State, and other protectees

designated by Federal law or the President of the United States. I have conducted these security activities in the United States and in foreign countries.

1996–2002

Colleton County Sheriff's Office

Deputy Sheriff

From August of 1996 to May of 1998, I was assigned to the Uniform Patrol Division of the Colleton County (SC) Sheriff's Office. In January of 1998, I was promoted to Corporal. During this time, my responsibilities included the supervision of all deputies on my shift and the review of reports, time sheets, etc.

In May 1998, I was transferred to the Narcotics Division. During this time, my responsibilities included:

1. Investigation of narcotics violations in Colleton County.
2. Investigation of multi-level, multi-jurisdictional narcotics violations.
3. Undercover drug purchases
4. Use of Criminal and Confidential Informants

In May of 1999, I was promoted to Sergeant and transferred to the Criminal Investigations Division of the Colleton County Sheriff's Office. During this time, my responsibilities included:

1. Investigation of all major felonies, including Murder, Grand Larceny, Assault and Battery with Intent to Kill, Burglary, etc.
2. Interview witnesses, victims, other persons in reference to felony crimes
3. Arrest suspect(s)
4. Successful prosecution of felony crimes, to include Grand Jury and General Sessions testimony.
5. Direct supervision of investigators requiring assignment of tasks, supervision of criminal interrogations, coordination of investigators, supervision of crime scene personnel, planning and approval, review of investigative strategies, review of case files, search warrants, arrest affidavits, Miranda Warnings, etc.

During this time, I was the assigned investigator (case officer) on homicides, burglaries, grand larcenies, armed robberies, and other violent crimes. In addition, I supervised investigators on homicide, larceny, assault, and etc. cases.

During this time, I investigated several multi-level and multi-jurisdiction cases with the United States Secret Service, Bureau of Alcohol Tobacco and Firearms, Federal Bureau of Investigation, United States Postal Inspection Service, Drug Enforcement Agency, etc. These cases included Counterfeiting, Financial Fraud, Identity Theft, Mail Fraud, Bank Robbery, Firearms Violations, Drug Violations, Violent Crimes, etc.

In January of 2001, I was promoted to Staff Sergeant and named the Narcotics Unit Supervisor. From January 2001 until September of 2002, I had direct supervision of all narcotics cases, as well as the narcotics officers. As part of my duties, I was required to perform the following tasks:

1. Investigate or assign to be investigated all felony narcotics cases in Colleton County.
2. Coordinate long-term narcotics investigations that included:
3. Multi-county, multi-state narcotics trafficking and distribution cases.
4. Asset investigation and forfeiture
5. Complex, multi-level, multi-jurisdictional investigations of narcotics distribution organizations
6. Organize and Supervise "Street Sweep" operations involving approx. twenty (20) law enforcement officers from several different agencies.
7. Coordinate and supervise undercover operations involving Confidential Informants and Undercover Officers
8. Supervise the use of agency appropriated "Buy money."
9. Supervise and approve the use, documentation, etc. of Confidential Informants
10. Prepare and execute arrest warrants.
11. Prepare and execute search warrants.

12. Prepare Operational Plans for all S.W.A.T. Operations
13. Coordinate with the Drug Enforcement Administration (DEA) Task Force in Charleston, South Carolina as the Colleton County representative on all major, multi-jurisdictional narcotics cases occurring or having ties to Colleton County.

During this time, I coordinated with the DEA Task Force to investigate major and complex, multi-jurisdictional narcotics cases that not only had ties to Colleton County and South Carolina, but often other states.

1. Coordinated all undercover narcotics purchases made by the Task Force in Colleton County.
2. Coordinated all asset investigation, forfeiture, etc. by the Task Force inside Colleton County.
3. During this time with the DEA Task Force, I assisted with the investigation of cases that led to the Federal Indictment of at least seventy (70) people in four (4) separate conspiracy cases from all over South Carolina.
4. Prepare and supervise cases through Grand Jury proceedings.
5. Testify in General Sessions Court.
6. Supervise OCDETF Cases

In 2000, I joined the Colleton County Sheriff's Office S.W.A.T. Team and remained an active member until my departure from the Sheriff's Office in 2002.

During my time as a supervisor in the Criminal Investigations Division, I coordinated investigations with all of the following agencies:

Aiken County Sheriff's Office	City of Charleston Police Department
Charleston County Metro Narcotics	Orangeburg Department of Public Safety
North Charleston Police Department	Louisiana State Police
Beaufort County Sheriff's Office	Dorchester County Sheriff's Office
South Carolina Highway Patrol	St. George Police Department
Bureau of Alcohol, Tobacco, and Firearms	Summerville Police Department
Internal Revenue Service	Walterboro Police Department
Drug Enforcement Administration Task Force	United States Secret Service
United States Postal Inspection Service	Federal Bureau of Investigation
Hampton County Sheriff's Office	SC State Law Enforcement Division (SLED)
Edisto Beach Police Department	

Professional Presentations (2015 – Present, Alphabetical by Topic)

Business Communication

- Southside Christian School

Business Ethics

- Department of Business and Accounting, Furman University, Greenville, SC

Criminal Investigative Procedure

- Department of Criminology and Criminal Justice, University of South Carolina, Columbia, SC
- Division of History, Government and Social Science, Bob Jones University, Greenville, SC
- International Association of Financial Crimes Investigators annual conference and Carolinas Chapter annual training
- Financial Industry Secure Mail Initiative
- Disney
- National Football League Annual Security Conference
- Amazon
- eBay

Dangerous Mail Investigations

- Tennessee Titans Corporate Security
- United Parcel Service Corporate Security
- Nissan Stadium Security
- Bridgestone Arena Security
- Bank of America Stadium Security
- Carolina Panthers Corporate Security
- Metro Police Department, Nashville
- National Football League Annual Security Conference
- Cannon Inc.
- eBay
- Amazon
- Pitney Bowes
- Disney
- American Association of Railroads

Elder Fraud and Financial Abuse Podcast

- South Carolina Association of Certified Public Accountants

Identity Theft and Financial Crimes

- International Association of Financial Crimes Investigators annual conference and Carolinas Chapter annual training
- Amazon
- eBay
- Harland – Clarke
- Disney

Internet Safety

- Goodwill of the Upstate
- Southside Christian School

Physical/Facility Security

- Goodwill of the Upstate
- Southside Christian School

Reshipping Fraud and Investigation

- eBay
- Harland - Clarke

Shipping and Parcel Return Fraud

- eBay
- Pitney Bowes
- United States Postal Service Executive Committee
- New York City Police Department
- United States Veterans Administration – CMOP

White Collar Crime

- International Association of Financial Crime Investigators Annual Conference

- South Carolina Law Enforcement Officers Association
- South Carolina Solicitor's Annual Conference

Training Classes Completed (Alphabetical by Topic)

Advanced Robbery and Burglary Investigation
American Heart Association CPR, AED, First Aid Instructor
American Red Cross CPR, AED, First Aid Instructor
Asset Forfeiture
Bankruptcy Fraud
Catastrophes and Fraud
Concepts of Product Liability
Counterfeit Currency Investigation
Crime Scene Investigation
Cyber Crime
Data Recovery Investigation
Domestic Shipping
Federal Convicted Offender Program
FEMA Incident Command Levels 100, 200, 700, & 800
Financial Crimes (Bank Fraud, Wire Fraud, Embezzlement)
Hazardous Materials Awareness
Hazardous Materials Operations
Hazardous Materials Technician
HazMat ID-Smith Data - Forensic Sampling and Suspicious Substance Screening
Homicide Investigation
Identity Theft Investigation
International Shipping
Interview and Interrogation
Money Laundering Investigation
Narcotics Investigation
Postal Operations
Tactical Operations and Raid Planning
Terrorism Investigation
Undercover Operations
Workplace Safety/Violence
Workplace Security

References

Available on request

From: [Josh Kimbrell](#)
To: [Jere Davis](#); [Richard Lackey](#); [batkinson53@hotmail.com](#); [Armando Vidalon](#); [Isaac White](#); [Joshua Kimbrell](#); [Vanessa Kormylo](#)
Subject: Fw: Frank Rogers
Date: Saturday, July 12, 2025 6:24:29 PM

Just FYIWal Mart guy...

From: Stephan Hollmann <shollmann@pacavi.com>
Sent: Saturday, July 12, 2025 6:23 PM
To: Josh Kimbrell <josh@exodusaircraft.com>
Subject: Re: Frank Rogers

Josh-
What the f.. is going on?
Hostile takeover ?
How much is he offering ?
I am in a function the remainder of the day, but available all day tomorrow.

Let's find some time and see what we can do!
Thxs
Stephan

Get [Outlook for iOS](#)

From: Josh Kimbrell <josh@exodusaircraft.com>
Sent: Saturday, July 12, 2025 1:22:22 PM
To: Stephan Hollmann <shollmann@pacavi.com>
Cc: Richard Lackey <rlackey@brtusa.com>; Jere Davis <jdavis@brtusa.com>; batkinson53@hotmail.com <batkinson53@hotmail.com>; Daniel Nickles <daniel.a.nickles@me.com>
Subject: Frank Rogers

Stephan:
Great to meet you and Wal Mart this week.
Today, Frank Rogers, previously, my business partner with Exodus Aircraft LLC decided to try a hostile take-over with our company. As of today, I have resigned as CEO of Exodus Air.

I have copied members of our investor council on this email, perhaps they can work with you on this matter going forward.

God Bless you, Counsel Hollman. Appreciate the United States - German Relationship and your great friendship.

Best Regards Always.
-Josh

FITSNEWS

From: [Josh Kimbrell](#)
To: [Joshua Kimbrell](#)
Subject: Fw: Control of Exodus to Frank Rogers
Date: Saturday, July 12, 2025 4:17:14 PM

From: Josh Kimbrell <josh@exodusaircraft.com>
Sent: Saturday, July 12, 2025 4:13 PM
To: Emilio Dirube <ejdirube@totalairservices.com>
Cc: Vanessa Kormylo <vkormylo@kormylolaw.com>; Russell Andrews <russell@exodusaircraft.com>; Jere Davis <jdavis@brtusa.com>; Richard Lackey <rlackey@brtusa.com>
Subject: Control of Exodus to Frank Rogers

Emilio :

All Further contracts / billing for flights will go to Frank Rogers at fgr@rogersstereo.com

I have resigned from the company

-JBK

From: Josh Kimbrell
Sent: Saturday, July 12, 2025 4:29 PM
To: Frank Rogers; Richard Lackey; Jere Davis; batkinson53@hotmail.com; Daniel Nickles; Vanessa Kormylo
Subject: Fw: Control of Exodus to Frank Rogers

Sorry Emilio,
I respect you immensely. Perhaps that should be addressed with Frank, attached, since he decided to attack me in SC media when the plane was in CA tonight. I hope he can figure it out. I resigned tonight. Respect you and your family immensely.

God Bless.
-Josh

From: Emilio Dirube <ejdirube@totalairservices.com>
Sent: Saturday, July 12, 2025 4:24 PM
To: Josh Kimbrell <josh@exodusaircraft.com>
Subject: Re: Control of Exodus to Frank Rogers

Hello Josh,

Sorry to hear about your situation. I'm uncertain about how to proceed at this point.

The line of credit for Exodus was extended with the understanding that you were leading and managing the company. Will you be settling the outstanding balance?

I'm not comfortable moving forward without your involvement. For now, I'll hold off on any open releases until we've had a chance to discuss and clarify the next steps.

Regards,

Emilio J. Dirube
Total Air Services
Office - 786-484-0447
Fax - 305-640-8862
Mobile - 305-491-4799



On Jul 12, 2025, at 4:13 PM, Josh Kimbrell <josh@exodusaircraft.com> wrote:

Emilio :

All Further contracts / billing for flights will go to Frank Rogers at fgr@rogersstereo.com

I have resigned from the company
-JBK

From: [Josh Kimbrell](#)
To: [Joshua Kimbrell](#)
Subject: Fw: FX Aviation v Liker
Date: Saturday, July 12, 2025 4:17:27 PM

From: Josh Kimbrell <josh@exodusaircraft.com>
Sent: Thursday, July 10, 2025 11:42 PM
To: John Crawford <crawford@conlaw.com>; Jonathan Abrams <abrams@conlaw.com>; Richard Lackey <rlackey@brtusa.com>; Jere Davis <jdavis@brtusa.com>; Daniel Nickles <daniel.a.nickles@me.com>
Subject: Re: FX Aviation v Liker

Mr. Rogers will now will be solely responsible for all activities related to the case related to Dr. Liker et al

From: Josh Kimbrell <josh@exodusaircraft.com>
Sent: Thursday, July 10, 2025 11:40 PM
To: John Crawford <crawford@conlaw.com>; Jonathan Abrams <abrams@conlaw.com>; Richard Lackey <rlackey@brtusa.com>; Jere Davis <jdavis@brtusa.com>; Daniel Nickles <daniel.a.nickles@me.com>
Subject: FX Aviation v Liker

Gentlemen in of Light of Mr. Roger's latest ultimatum I have notified Secretary Hamm0gd that I am no longer a member of FX Aviation Capital LLC and , therefore I will no longer be Responsible for the legal defense and will not be testifying for or participating in deposition's for etc.

Plesas no longer consider me a member of the LLC. I will, however, remain CEO of Exodus Air LLC.

Best Regards
-Joshc

From: [Josh Kimbrell](#)
To: [Joshua Kimbrell](#)
Subject: Fw: My Resignation From Exodus Aircraft LLC July 12, 2015
Date: Saturday, July 12, 2025 5:13:06 PM

From: Josh Kimbrell <josh@exodusaircraft.com>
Sent: Saturday, July 12, 2025 5:12 PM
To: Isaac White <isaac@exodusaircraft.com>
Cc: Russell Andrews <russell@exodusaircraft.com>; Alex Camp <alex@exodusaircraft.com>; Kelly Collins <kelly@exodusaircraft.com>; Liliya Kimbrell <liliya@exodusaircraft.com>; Heather Midyette <heather@exodusaircraft.com>; Dennis Davis <dennis@exodusaircraft.com>; Tim Lankford <tim@exodusaircraft.com>; Gerald Ernst <gerry@exodusaircraft.com>; Richard Lackey <rlackey@brtusa.com>; Jere Davis <jdavis@brtusa.com>; batkinson53@hotmail.com <batkinson53@hotmail.com>; Chris Mylett <chris.mylett@gmail.com>; russangel988@gmail.com <russangel988@gmail.com>; Daniel Nickles <daniel.a.nickles@me.com>; Vanessa Kormylo <vkormylo@kormylo.com>; John Crawford <crawford@conlaw.com>; Jonathan Abrams <abrams@conlaw.com>
Subject: Re: My Resignation From Exodus Aircraft LLC July 12, 2015

You're a good Man.

The attacks against Liliya and me today were unprovoked, politically motivated and wrong. I am no longer the CEO but I wish you all well. I will not back down. My attorneys and political staff will now speak for me. I am no longer involved with aviation.

Best Regard to you all. Love you.

Best,
-JBK

From: Isaac White <isaac@exodusaircraft.com>
Sent: Saturday, July 12, 2025 4:29 PM
To: Josh Kimbrell <josh@exodusaircraft.com>
Cc: Russell Andrews <russell@exodusaircraft.com>; Alex Camp <alex@exodusaircraft.com>; Kelly Collins <kelly@exodusaircraft.com>; Liliya Kimbrell <liliya@exodusaircraft.com>; Heather Midyette <heather@exodusaircraft.com>; Dennis Davis <dennis@exodusaircraft.com>; Tim Lankford <tim@exodusaircraft.com>; Gerald Ernst <gerry@exodusaircraft.com>; Richard Lackey <rlackey@brtusa.com>; Jere Davis <jdavis@brtusa.com>; batkinson53@hotmail.com <batkinson53@hotmail.com>; Chris Mylett <chris.mylett@gmail.com>; russangel988@gmail.com <russangel988@gmail.com>; Daniel Nickles <daniel.a.nickles@me.com>; Vanessa Kormylo <vkormylo@kormylo.com>; John Crawford <crawford@conlaw.com>; Jonathan Abrams <abrams@conlaw.com>
Subject: Re: My Resignation From Exodus Aircraft LLC July 12, 2015

Honorable Senator Josh Kimbrell,

You rock Brother!! I am sorry to see the accountable manager go. Of course with leadership, the director of maintenance is also tendering his resignation, effective immediately. I will look forward to running with you to the governors mansion, and I wish all the best to those that remain with Exodus Aircraft.

Isaac D. White
864.508.0825

On Jul 12, 2025, at 4:09 PM, Josh Kimbrell <josh@exodusaircraft.com> wrote:

Good Evening Team:

This Morning I was informed that my former business partner, Frank G. Rogers, launched a preemptive, deceptive, and wrong attack against me in my capacity as your accountable manager and CEO at Exodus Aircraft. As a public official, to maximize attempts at public embarrassment, Mr. Rogers release his lawsuit against me and my sweet wife, Liliya, to the press in South Carolina. I have copied members of my public relations team here to help cope with the distress of this situation. Liliya is deeply distressed since he attached here and our entire family and attacked her, me, and our entire family.

As of this evening, I am resigning from Exodus Aircraft, LLC. and am giving all control to Frank Rogers and whomever he appoints as accountable manager. I deeply respect this crew, this flight crew, flight attendants, maintenance, maintenance staff, etc. You all are total ROCK STARS. It is the Honor of MY LIFE to have worked with you for these years of my career. I love you. Truly. Each of you. I think the absolute world of each of you. Getting this certificate with you, working with the FAA with you, going through this process with you, it was a complete honor. I love you each and every one and I think you are heroes and I will always consider you friends. In spite of what Mr. Rogers is trying to do to Liliya and me in the press right now, my political team will deal with that, but know that I am proud of you, praying for you, and have spent my life, my fortune, and my honor trying to stand with you. To our investors and friends, I love you and have been here for you. While Frank and his little friends have tried to destroy my political career, I am proud of what I have accomplished and fought for with you together.

As of today, my legal team will deal with Frank and his guys, and it is up to you what you decide to do with Exodus Air. But I love you all and I was proud

to lead you and work and fly with you all these years on behalf of our investors and friends. I hoped I would be here for the end, but that choice was forced upon me.

God Bless you all. I love you.

-Josh

Joshua Kimbrell

From: [Josh Kimbrell](#)
To: [Armando Vidalon](#)
Cc: [Frank Rogers](#); [Richard Lackey](#); [Jere Davis](#); batkinson53@hotmail.com; [Paul Moore](#)
Subject: World Fuel Account
Date: Saturday, July 12, 2025 4:24:38 PM

Armando:

Hope you are well.

As of today, I am no longer a member of Exodus Aircraft, LLC and I am no longer the CEO of the Company. Any further information or communication regarding the World Fuel account goes to the CEO, Frank Rogers.

-JBK

From: [Josh Kimbrell](#)
To: [Russell Andrews](#); [Alex Camp](#); [Dennis Davis](#); [Liliya Kimbrell](#); [Heather Midyette](#); [Isaac White](#); [Gerald Ernst](#); [Joshua Kimbrell](#)
Cc: [Richard Lackey](#); [Jere Davis](#); [Daniel Nickles](#); [Paul Moore](#); russangel988@gmail.com; [Frank Rogers](#); [Vanessa Kormylo](#); [Chris Mylett](#)
Subject: Crew Reports
Date: Saturday, July 12, 2025 5:51:30 PM

Team:

As of this evening, in my capacity as former CEO of Exodus Air, I am connecting you to your new Chief, Frank G. Rogers. Since he decided to slander me in the press today, along with my wife, my staff is dealing with that, so I am a touch busy. Thus, I am connecting the staff to decide who wants to stay for the program:

Director of Ops - Russell Andrews - Copied

Chief Pilot - Dennis Davis - Copied

Isaac White- Direct of Maintenance - Copied but Resigned Today

Chief Flight Attendant - Kelly Collins

Liliya Kimbrell - Director of HR and Flight Attendant - Resigned Today

Alex Camp - First Officer - Copied

Heather Midyette - Copied

Cpt Gerry Ernst - Copied

From: [Josh Kimbrell](#)
To: [Robby Benton](#); [Russell Andrews](#); [Frank Rogers](#)
Cc: [Vanessa Kormylo](#); [Daniel Nickles](#); batkinson53@hotmail.com; [Jere Davis](#); [Richard Lackey](#); [Vanessa Kormylo](#); [Joshua Kimbrell](#)
Subject: NASCAR Contract
Date: Saturday, July 12, 2025 5:56:15 PM

Robby:

Sorry for the crazy weekend.

I am no longer the CEO of Exodus Air. I appreciate the contract with RWR and NASCAR for the last several years. Even when we have not agreed, I have enjoyed our relationship. My business partner decided to attack me in the press in SC today. My attorneys will deal with that. As it stands now, Frank G. Rogers, copied, is the CEO of Exodus Air. He will be your contact for all flights for the rest of the season for NASCAR.

God bless you and yours.

Enjoyed working with you.

Best,

-Josh

From: [Josh Kimbrell](#)
To: [Joshua Kimbrell](#)
Subject: Fw: Resignation
Date: Saturday, July 12, 2025 7:10:15 PM

From: Josh Kimbrell <josh@exodusaircraft.com>
Sent: Saturday, July 12, 2025 7:10 PM
To: Petrossian, Steve J (FAA) <steve.j.petrossian@faa.gov>; Frank Rogers <fgr@rogersstereo.com>; Isaac White <isaac@exodusaircraft.com>; Vestal, Bruce (FAA) <bruce.vestal@faa.gov>; Kimbrell, Jeffrey L (FAA) <jeffrey.l.kimbrell@faa.gov>
Cc: Frank Rogers <fgr@rogersstereo.com>; Richard Lackey <rlackey@brtusa.com>; Jere Davis <jdavis@brtusa.com>; batkinson53@hotmail.com <batkinson53@hotmail.com>; Paul Moore <pdmoore61@gmail.com>; Vanessa Kormylo <vkormylo@kormylolaw.com>; Isaac White <isaac@exodusaircraft.com>
Subject: Resignation

Manager Petrossian:

I am officially resigning tonight as the accountable manager of Exodus Aircraft LLC. Frank G. Rogers, Copied here, will be the new CEO and will be responsible for nominating a new CEO. Our DOM, Isaac White, resigned today. I assume that Mr. Rogers will be responsible for also nominating a new DOM.

I appreciate you and all you have done for Exodus during my tenure.
Please let me know what I can do to help you and the SC FSDO going forward.

Best Regards.
-Josh

Honorable Joshua B. Kimbrell
Exodus Air
SC Senator District 11
joshSC1@gmail.com

From: [Josh Kimbrell](#)
To: [Vanessa Kormylo](#)
Cc: [Richard Lackey](#); [Jere Davis](#); batkinson53@hotmail.com; [Paul Moore](#)
Subject: Transfer of Exodus in DE.
Date: Sunday, July 13, 2025 6:47:44 AM
Attachments: [Frank Rogers transfer requirement.pdf](#)
[DE Dissociation Form July 2025.pdf](#)

Vanessa, on my behalf, please send this disassociation form to the Delaware Secretary of State tomorrow. Frank Rogers will now control 100% of the shares of Exodus Aircraft LLC and I have formally resigned from the Company with the Federal Aviation Administration.

Please see attached docs from 2022 wherein FGR acquired 50% of Exodus Aircraft. This is for our investor group here in SC.

I have also attached the required DE disassociation form for DE for Exodus Aircraft to remove myself as a member of the LLC. The executed form is attached. I can pay the required fees if you notify how those fees should be paid at joshSC1@gmail.com. I have notified the FAA as it is an air charter company.

Please advise.

Best,
JBK

**Delaware Division of Corporations
401 Federal Street – Suite 4
Dover, DE 19901
Ph: 302-739-3073**

**Certificate of Dissolution
Short Form**

Dear Sir or Madam:

Attached please find a form for a Certificate of Short Form Dissolution to be filed in accordance with Section 275 and 391 (a) (5) (b) of the General Corporation Law of the State of Delaware. The fee to file the Certificate is \$10.00. You will receive a stamped “Filed” copy of your submitted document. A certified copy may be requested for an additional \$50. Expedited services are available. Please contact our office concerning these fees or you may consult our fee chart at www.corp.delaware.gov.

Before the Certificate can be filed, all taxes due to the State through the effective date of the dissolution must be paid and all applicable Annual Franchise Tax Reports must be filed. Please contact the Franchise Tax Section prior to submitting the document for filing to determine the Franchise Taxes and Annual Reports due. Please make your check payable to “Delaware Secretary of State”.

For the convenience of processing your order in a timely manner, please include a cover letter with your name, address and telephone/fax number to enable us to contact you if necessary. Please make sure you thoroughly complete all information requested on this form. It is important that the execution be legible, we request that you print or type your name under the signature line.

Thank you for choosing Delaware as your corporate home. Should you require further assistance in this or any other matter, please don’t hesitate to call us at (302) 739-3073.

Sincerely,

Department of State
Division of Corporations

rev. 08/10

Special Instructions – Short Form Certificate of Dissolution

This form is to be used as a Template only. The following instructions will help you in correctly completing your Dissolution Certificate. The instructions will be numbered to correspond with the article it is referencing.

- 1. The current name of the corporation exactly as it appears in our records. Please visit our website to verify the name.*
- 2. The date when the corporation was originally formed.*
- 3. List the date the Dissolution was authorized by the Board of Directors and Stockholders of the Corporation.*
- 4. List the names, titles and addresses of all directors and officers of the corporation. Please list complete addresses which include street, number, city and zip code.*

Execution Block - *The document must be signed by an authorized officer of the corporation pursuant to Section 103 of Title 8. The name of the person must be typed or written legibly underneath the signature.*

This form contains information required by statute; if you need to add additional information permitted by statute you may draft a new document. Please feel free to call our office at 302-739-3073 for assistance in completing this form.

Sincerely,

Delaware Division of Corporations

**STATE OF DELAWARE
SHORT FORM CERTIFICATE
OF DISSOLUTION
(SECTIONS 275 AND 391 (a) (5) (b))**

The corporation organized and existing under the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. The dissolution of

has been duly authorized by the Board of Directors and Stockholders in accordance with subsections (a) and (b) of Section 275 or by unanimous consent of Stockholders in accordance with subsection (c) of Section 275 of the General Corporation Law of the State of Delaware.

2. The date of filing of the Corporation's original Certificate of Incorporation in Delaware was

3. The date the dissolution was authorized is

4. The names and addresses of the directors and officers of the corporation are as follows:

NAME	TITLE	ADDRESS
------	-------	---------

5. The corporation has no assets and has ceased transacting business.

6. The corporation, for each year since its incorporation in this State, has been required to pay only the minimum franchise tax then prescribed by Section 503 of the General Corporation Law of the State of Delaware

7. The corporation has paid all franchise taxes and fees due to or assessable by this State through the end of the year in which the certificate of dissolution is filed.

By:

Authorized Officer

Name:

Print or Type

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This **MEMBERSHIP INTEREST PURCHASE AGREEMENT** (the “Agreement”) is dated as of October 25, 2022, by and between **EXODUS LLC**, a Delaware corporation (the “Seller”), and **FRANK ROGERS**, a citizen of South Carolina (the “Purchaser”).

RECITALS:

WHEREAS, Purchaser agrees to acquire the fifty percent (50%) membership interest, ownership and title relating thereto of Seller in the Company (collectively, the “Interests”) upon the tendering of \$1.00 and other consideration to the Company; and

WHEREAS, Seller desires to enter into this Agreement to document and confirm the terms and conditions under which Purchaser shall acquire and Seller shall sell to Purchaser fifty percent (50%) of the membership Interest of Seller **Exodus LLC**; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for the consideration set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

SALE AND PURCHASE OF INTERESTS.

Section 1.01. Agreement to Transfer Interests. In reliance upon the covenants, representations and warranties made herein and upon the terms and subject to the conditions herein set forth, Seller hereby agrees to sell, transfer, and convey to Purchaser, and Purchaser hereby agrees to acquire from Seller, the fifty percent (50%) Interest, ownership and title of Seller **Exodus LLC**, free and clear of all security interests, pledges, mortgages, liens, charges and encumbrances.

Section 1.02. Payment of Purchase Price; Condition Precedent. The purchase price to be paid by Purchaser to Seller for the Interests is one dollar and other consideration (the “Purchase Price”).

Section 1.03. Earnest Money. Within two (2) Business Days after the Effective Date, Purchaser shall tender one dollar to Seller.

Section 1.04. Transaction Costs. Seller shall be responsible for the payment of all Transactions Costs incurred by the Company for transferring the 50% interest (ownership) in **Exodus LLC**.

Section 1.05. Deliveries. Contemporaneously with the execution and delivery of this Agreement:

(a) Seller shall have delivered to Purchaser the following documents:

(i) The Certificate of Formation of the Company, certified as of a recent date by the Secretary of State of the state of the Company’s organization, and a certificate of such authority dated as of a recent date as to the due formation and good standing of the Company and listing all documents of the Company on file with said authority;

(ii) A certificate of the Secretary of the Seller, or such other person with a similar function, dated as of the date hereof certifying: (A) that attached thereto is a true and complete copy of the Limited Liability Company Agreement (the “**LLC Agreement**”) as in effect on the date of such certification; (B) that the Certificate of Formation of the Company has not been amended by Seller; (C) that the **LLC Agreement** has not been amended by Seller; (D) that attached thereto is a true and complete copy of all resolutions adopted by the Board of Directors of the Seller authorizing the execution, delivery and performance of this Agreement and sale and delivery of the Interests, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transaction contemplated by this Agreement; and (E) that each officer of Seller executing this Agreement and any agreement, certificate or instrument furnished pursuant hereto, was, at the respective times of such execution and delivery of such documents, duly elected or appointed, qualified and acting as such officer, and the signatures of such persons appearing on such documents are their genuine signatures or true facsimiles thereof;

(iii) a duly executed power evidencing the transfer of the fifty percent (50%) Interest, ownership and title of Seller **Exodus LLC** to Purchaser;

(iv) a true sale opinion of counsel to Seller in form and substance acceptable to Purchaser with respect to the transfer of the Interests, ownership and title of **LLC**; and

(v) such transfer documents and instruments as may be necessary to comply with applicable Sections of the **LLC Agreement**;

(b) Purchaser shall have delivered to Seller the Purchase Price as provided in Section 1.02 hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of Seller. Seller represents and warrants to Purchaser that:

- (a) ***Existence and Authority of Seller.*** Seller has been duly organized and is validly existing as a corporation in good standing under the laws of the jurisdiction in which it is organized, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement constitutes legal, valid and binding obligations of Seller, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency or other laws affecting creditors' rights generally.
- (b) ***Existence and Good Standing of Company.*** The Company has been duly organized and is validly existing as a limited liability company in good standing under the laws of the State of Delaware and is authorized to do business and is in good standing in the State of South Carolina.
- (c) ***No Violation of Obligations.*** The execution and delivery of this Agreement, and the consummation of the transactions provided for herein, will not violate any agreement or commitment made by Seller or the Company, or any requirement binding on the Seller or the Company including, without limitation, any lease, contract, loan agreement, promissory note, franchise agreement, court order, judgment, regulatory ruling or arbitration award.
- (d) ***Legal Proceedings.*** There are no private or governmental proceedings pending against the Seller or the Company before any court or governmental, administrative, or regulatory agency or authority, including, without limitation, any investigation, audit, lawsuit, threatened lawsuit, arbitration or other legal proceedings of any nature whatsoever, except as would not have or be reasonably likely to result in a material adverse effect on the business, operations, business prospects, earnings, assets, liabilities or condition (a "Material Adverse Effect") of the Company.
- (e) ***Compliance With Law.*** Neither the Company nor Seller is in violation of any law, regulation, rule, ordinance, or other governmental requirement to which it is subject or which otherwise relates to its business activities, and Seller has no knowledge of any development, occurrence or condition which would have a Material Adverse Effect on the Company.
- (f) ***Environmental Compliance.*** The Company is in full compliance with all applicable federal, state and local laws, rules and regulations relating to environmental regulation and to the disposal of waste products (including but not limited to those products defined as hazardous wastes under applicable federal and state laws).
- (g) ***Interests.*** The Interests are all of the issued and outstanding membership interests of the Company, and represent 100% of the ownership interests in the Company as of the date hereof.
- (h) ***Title to Interests.*** Seller has valid and marketable title to the Interests free and clear of any security interests, pledges, mortgages, liens or similar encumbrances of any kind or nature, and Seller has the absolute and unrestricted right, power, authority and capacity to sell and transfer the Interests to Purchaser, and upon delivery thereof to Purchaser, against payment therefor, Seller will have transferred to Purchaser legal, valid and marketable title to the Interests, free and clear of any security interests, pledges, mortgages, liens or similar encumbrances.
- (i) ***No Brokers.*** Seller has not engaged any broker, finder, commission agent or other such intermediary in connection with the sale of the 50% Interests of ownership of **Exodus LLC** to the Purchaser and is not otherwise obligated to pay any broker's or finder's fee or commission or similar payment in connection therewith.
- (j) ***Reaffirm Representations and Warranties.*** Seller hereby restates and reaffirms for the benefit of the Purchaser, its successors and assigns, the representations and warranties regarding the ownership of **Exodus LLC** and transfer of the fifty percent (50%) interest and ownership of **Exodus LLC** and such representations and warranties shall inure to the benefit of Purchaser, its successors and assigns.
- (k) ***Transfer Deed/Stamp Tax.*** Seller represents and warrants to Purchaser, its successors and assigns, that (1) there is no tax due in connection with the transfer of the fifty percent (50%) Interest and ownership of **Exodus LLC** from Seller to Purchaser hereunder. and no lien or encumbrance will attach to the fifty percent (50%) Interest and ownership of **Exodus** as a result of Seller transferring the 50% interest ownership of **Exodus LLC** to Plaintiff.

Section 2.02. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that:

- (a) ***Existence and Authorization.*** Purchaser has been duly organized and is validly existing as a limited liability company, in good standing under the laws of the jurisdiction in which it is organized, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement constitutes legal, valid and binding obligations of Seller, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency or other laws affecting creditors' rights generally.

(b) **No Violation of Obligations.** The execution and delivery of this Agreement, and the consummation of the transactions provided for herein, will not violate any agreement or commitment made by Purchaser, or any requirement binding on the Purchaser including, without limitation, any lease, contract, loan agreement, promissory note, franchise agreement, court order, judgment, regulatory ruling or arbitration award.

(c) **Legal Proceedings.** There are no private or governmental proceedings pending against Purchaser before any court or governmental, administrative, or regulatory agency or authority, including, without limitation, any investigation, audit, lawsuit, threatened lawsuit, arbitration or other legal proceedings of any nature whatsoever, except as would not have a Material Adverse Effect on Purchaser.

(d) **Compliance With Law.** Except as would not have a Material Adverse Effect on the Purchaser, Purchaser is not in violation of any law, regulation, rule, ordinance, or other governmental requirement to which it is subject or which otherwise relates to its business activities, and Purchaser has no knowledge of any development, occurrence or condition which would have a Material Adverse Effect on Purchaser.

(e) **Securities Compliance.** The Interests will be acquired for investment for Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and Purchaser has no present intention of selling or granting any participation in, or otherwise distributing the same.

(f) **Restricted Securities.** Purchaser understands that (i) neither the Interests nor the sale thereof has been registered under the Securities Act of 1933, as amended (the "1933 Act") or under any state securities laws; and (ii) the Interests cannot be sold or transferred unless such sale is registered under the 1933 Act and applicable state securities laws or the sale or transfer is entitled to an exception from the registration provisions under the 1933 Act.

(g) **Legend.** Purchaser acknowledges and agrees that a legend to the following effect will be placed upon certificates representing the Interests and ownership, if any, and that such legend on a certificate representing the Interests and ownership limits their value, including their value as collateral:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR STATE SECURITIES LAWS AND NO TRANSFER OF THESE SECURITIES MAY BE MADE EXCEPT (A) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT, OR (B) PURSUANT TO AN EXEMPTION THEREFROM WITH RESPECT TO WHICH THE COMPANY MAY, UPON REQUEST, REQUIRE A SATISFACTORY OPINION OF COUNSEL FOR THE HOLDER THAT SUCH TRANSFER IS EXEMPT FROM THE REQUIREMENTS OF THE ACT.

(h) **No Brokers.** Purchaser has not engaged any broker, finder, commission agent or other such intermediary in connection with the purchase of the Interests from Seller and is not otherwise obligated to pay any broker's or finder's fee or commission or similar payment in connection therewith.

ARTICLE III

MISCELLANEOUS

Section 3.01. Cooperation. On the date hereof and from time to time thereafter upon request, each party shall execute and deliver to the other such additional instruments as may be necessary to complete or carry out the transactions contemplated herein or as may otherwise be reasonably required in connection with the transactions provided for in this Agreement.

Section 3.02. Survival. The representations and warranties in this Agreement and in any document delivered pursuant to this Agreement shall survive the consummation of the transactions contemplated hereby and all inspections, examinations or audits made by or on behalf of either party hereto, but only as expressly set forth herein.

Section 3.03. Waiver. Either party may waive or modify any term or condition of this Agreement, the performance of which by the other party would have been to its benefit, but any such waiver shall be in writing and duly delivered to the other party. No failure on the part of any party to exercise, and no delay in exercising, any right, power or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. No notice to or demand on any party in any case entitles such party to any other or further notice or demand in similar or other circumstances.

Section 3.04. Notice. Any notice required or desired to be given hereunder shall be in writing and shall be considered effective when delivered, if by personal delivery, upon receipt, if sent by facsimile, which facsimile has been telephonically confirmed, between the hours of 9:00 a.m. and 5:00 p.m. local time of the recipient, on a business day, upon delivery, or if not, at 9:00 a.m., local time on the

next business day, or upon first attempted delivery after mailing by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller: **Exodus LLC**
555 Turnpike Street
Greenville, SC
Attn: Mr. Josh Kimbrell

If to Purchaser: Frank Rogers

Greenville, SC
Attention: Frank Rogers

Telephone:
Telecopy:
E-Mail:

With a copy to: Scott Tally, Esq.

Greenville, SC
Attention: Scott Tally, Esq.
Telephone:
Telecopy:
E-Mail:

or to such other address as either party may provide by notice as required hereunder.

Section 3.05. Headings. The headings used herein are for convenience only and shall not limit or affect in any way the meaning or interpretation of this Agreement.

Section 3.06. Governing Law. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of South Carolina without regard to its provisions on conflict of laws.

Section 3.07. Attorneys' Fees. In the event any proceeding is brought by one party against the other to enforce, or for the breach of, any of the provisions of this Agreement, the prevailing party shall be entitled in such proceeding and in any appeal therefrom to recover reasonable attorneys' fees, together with the costs of such proceeding therein incurred.

Section 3.08. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter covered herein and therein, and supersedes all prior agreements (oral or written), negotiations and discussions between the parties relating thereto.

Section 3.09. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Section 3.10. Assignments. The rights and obligations of the parties hereto shall not be assigned without the prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 3.11. Counterpart Facsimile Execution. For purposes of executing this Agreement, a document signed and transmitted by facsimile machine, telecopier, or through e-mail in PDF format is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile, telecopy, or PDF document is to be re-executed in original form by the parties who executed the facsimile, telecopy, or PDF document. No party may raise the use of a facsimile machine, telecopier or e-mail in PDF format or the fact that any signature was transmitted through the use of a facsimile machine, telecopier, or e-mail in PDF format as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this Section.

Section 3.12. Further Assurances. The parties will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.

Section 3.13. Remedies Cumulative. Each and every right granted hereunder and the remedies provided for under this Agreement are cumulative and are not exclusive of any remedies or rights that may be available to any party at law, in equity, or otherwise.

Section 3.14. Accountable Manager. For Purposes of Exodus Aircraft, LLC's 14 CFR Part 135 Certification, Accountable Manager for the operation under the certification shall remain Joshua B. Kimbrell, per the approved manual set approved by the San Juan Flight Standards District Office. All final operational decisions related to aircraft operations must be approved by the Accountable Manager as provided for in approved manual set.

IN WITNESS WHEREOF, the parties hereunto have duly executed this Agreement as of the date first above written.

SELLER:

Exodus LLC, a Delaware corporation

By: _____

Name: Josh Kimbrell

Title: President/Managing Member

By: _____

Name:

Title: COO,CFO

PURCHASER:

FRANK ROGERS

By: _____

Frank Rogers,

From: [Josh Kimbrell](#)
To: [Joshua Kimbrell](#)
Subject: Fw: Exodus Aircraft AOC Prospectus
Date: Monday, July 21, 2025 9:41:09 AM
Attachments: [EA AOC Investor Presentation Mar 2025.pdf](#)

From: James Sprinkle <jsprinkle@aviationtechnical.net>
Sent: Monday, March 17, 2025 12:32 PM
To: Josh Kimbrell <josh@exodusaircraft.com>
Cc: Al Mason <almason124@gmail.com>
Subject: Fwd: Exodus Aircraft AOC Prospectus

Josh. Attached is the email and prospectus book sent to Marcos & Peter Tocci. Give us a call to discuss next steps.

Thanks
JES
Sent from my iPhone
Please excuse any typos or brevity

This email and any files transmitted with it may contain PRIVILEGED or CONFIDENTIAL information and may be read or used only by the intended recipient. If you are not the intended recipient of the email or any of its attachments, please be advised that you have received this email in error and that any use, dissemination, distribution, forwarding, printing, or copying of the email or any attached files is strictly prohibited. If you have received this email in error, please immediately purge it and all attachments and notify the sender by reply email or contact the sender at the number listed.

Begin forwarded message:

From: James Sprinkle <jsprinkle@aviationtechnical.net>
Date: March 17, 2025 at 10:54:38 EDT
To: Peter Tocci <ptocci@fuel1st.com>, Marcos Montesano <montesanomi@hotmail.com>
Cc: Al Mason <almason124@gmail.com>
Subject: Exodus Aircraft AOC Prospectus

Gentlemen, I hope this message finds you well.
As discussed, please find attached the Exodus Aircraft LLC prospectus presentation for your review and consideration. I will send the fully executed NDA between all parties shortly.
Below is a general summary of the opportunity and process we have with the client:

The Opportunity:

- **FAA Part 135 (Heavy) 30 Pax AOC:** 100% purchase, including one (1) company-owned ERJ-145ER regional aircraft in a 30-passenger configuration.
- **Operational Performance:** A mature business with a growing client base, including corporate contracts, professional sports teams, universities, and alumni/athletic associations, with agreements in place through 2025 & 2026 charter programs.
- **2024 Financials:** Projected top line of [REDACTED] with a net [REDACTED] % profit margin in single aircraft operations.
- **2025 Projection:** [REDACTED] with a single aircraft.
- **Growth Plans:** The airline is looking to add additional aircraft to expand its on-demand and charter/sports team programs.

General Overview & Background:

- **Aircraft:** The company-owned ERJ-145EP aircraft is under a low-utilization maintenance program, with a new interior, fresh paint, and freshly overhauled engines. It is 100% maintenance current and operates under FAA Part 135 regulations.
- **Certifications & Approvals:** Includes FOTM, Flight Attendant Program, Safety Management Program (SMS), and international authorization for operation across the U.S., Caribbean, Central America, Mexico, and South America.
- **Liabilities:** Zero liabilities/debt.
- **Employee Base:** 10 employees, including management (Director of Operations, Chief Pilot, HR Manager, Pilots, and Flight Attendants). The current management team will remain in place, and the owner is committed to supporting the new ownership transition.

Transaction Stages:

1. **Stage 1:** NDA execution, company presentation, AOC certifications, and aircraft specifications.
2. **Stage 2:** 1:1 meeting with the seller.
3. **Stage 3:** Seller/Buyer exclusive LOI execution, with a 100% refundable security deposit in escrow.
4. **Stage 4:** Facility visit and due diligence.
5. **Stage 5:** PA contract and closing.

We look forward to discussing the details in more depth and answering any questions you may have. Respectfully,
Respectfully,

James E. Sprinkle, Jr | MRAeS
Founder & CEO

REDACTED

+1 305.707.5664 Office
+1 305.562.4537 Mobile
jsprinkle@aviationtechnical.net
www.aviationtechnical.net

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FITSNEWS



Investment Presentation
March 2025

AIRCRAFT OPERATIONAL CERTIFICATE AND AIRCRAFT PACKAGE SALES PROSPECTUS

The reader of this AOC Presentation Overview acknowledges that the information contained within is strictly confidential. By reviewing this document, the reader agrees not to disclose any part of the presentation without the express written consent of Exodus Aircraft, LLC. The reader further acknowledges that the information provided is confidential, and any unauthorized disclosure or use may cause significant harm or damage. Upon request, this document must be immediately destroyed, deleted, or returned to Exodus Aircraft, LLC.

Forward Looking Statement

This presentation contains forward-looking statements, which involve risks, uncertainties, and other factors that may cause actual results to differ materially from those expressed or implied. These factors include, but are not limited to, general economic and business conditions, industry-specific challenges, customer and supplier conditions, competitor reactions, market acceptance of products and services, and the impact of the Company's strategic plans. For a detailed discussion of these risks, please refer to the Company's periodic reports. Consequently, forward-looking statements reflect the Company's current expectations, estimates, and beliefs.



About Us

PART 135 Operator Certificate

In January 2023, Exodus Aircraft LLC was issued a PART 135 Operator Certificate by the Federal Aviation Administration (FAA).

Global Support and Expertise

Our dedicated team offers clients a vast network and comprehensive resources across the Americas and Caribbean, ensuring reliable, high-quality service tailored to your organization's needs. We are committed to delivering customized solutions that meet the diverse requirements of our global customer base.

Mission & Long-Term Goals

We are committed to providing our clients with exceptional operational excellence, upholding our core values, and fostering innovation. Achieving our vision involves consistently delivering superior performance in response to the ever-evolving aviation industry. We aim to serve various markets and aircraft types for many years to come. Reach out today, and our team of professionals will be happy to assist you.



U.S. Department of Transportation
Federal Aviation Administration

Air Carrier Certificate

This certifies that

Exodus Aircraft, LLC.

Fernando L. Ribas Dominicki Airport, Modern Aviation

Lot 10 South Side, San Juan, Puerto Rico 00907

has met the requirements of the Federal Aviation Act of 1958, as amended, and the rules, regulations, and standards prescribed thereunder for the issuance of this certificate and is hereby authorized to operate as an air carrier and conduct common carriage operations in accordance with said Act and the rules, regulations, and standards prescribed thereunder and the terms, conditions, and limitations contained in the approved operations specifications.

This certificate is not transferable and, unless sooner surrendered, suspended, or revoked, shall continue in effect indefinitely.

By Direction of the Administrator

Certificate number 1XOA1800

Stanley Santiago
(Signature)

Effective date January 31, 2023

MANAGER
(Title)

Issued at AFG-SJU-FSDO-63

AFG-SJU-FSDO-63
(Office)

FAA Form 8430-18 (04-18)

Electronic Version (Adobe)

Introduction and Flight Operations

Exodus Aircraft Introduction and Flight Operations

Exodus Aircraft, LLC was founded by a passionate team of aviation professionals committed to providing high-quality flight services. We are dedicated to reviving the golden age of aviation, where crews were impeccably attired, service was exceptional, and flying itself was a luxurious experience. Exodus Aircraft promises to deliver beyond First Class service on every flight, to every destination.

Based in Spartanburg, South Carolina, Exodus operates charter flights from Spartanburg Downtown Airport (KSPA) and Greenville-Spartanburg International Airport (KGSP) to various destinations across the Southeastern and Midwestern United States and Caribbean. Exodus is revolutionizing premium flight services at competitive prices, in close partnership with several large capacity Part 135 Charter Companies and charter brokers nationwide. Our team consists of highly trained, motivated, and honest professionals who are dedicated to "Total Customer Satisfaction" and the ongoing success of the company.

Competitive Advantage

Exodus Aircraft, LLC brings extensive experience in aircraft brokerage, finance, operations, maintenance, and other investments, enabling us to procure and manage aircraft effectively under Part 135 operations. In addition, Exodus Aircraft benefits from readily available capital provided by its investment entities, under the leadership of CEO Joshua Kimbrell, who is also a member of the South Carolina State Senate. This combination of expertise and capital allows Exodus to reduce purchasing, maintenance, and operational costs, enhancing our ability to operate efficiently as an on-demand charter provider.



Introduction and Flight Operations

Exodus Aircraft Operations

The Company's airworthy and VIP Configured ERJ 145 aircraft is based in the Upstate of South Carolina, where the company is headquartered. It provides Part 135 on-demand service to Washington, DC, New York, and offers sports charters for fan clubs of in-state universities, leveraging the close business relationships of Exodus's CEO.

Currently, Exodus Aircraft, LLC operates its aircraft for 75 hours per month, or 900 hours annually. This involves multiple flight crews operating in various markets from the South Carolina Upstate region.

Exodus Financial Position

Exodus strategically minimizes overhead costs. According to our operating models, the company needs just 30 hours of charter service per month to remain profitable. If sold, Exodus would be debt-free at the asking price, with no outstanding obligations transferred to the buyer.

Additionally, in September 6, 2023, Exodus Aircraft secured a long-term contract for the use of its ERJ 145 aircraft with a dedicated client. This agreement includes six (6) flights per week within the continental United States for the entire year of 2024 and 2025. The revenue from this long-term contract exceeds \$2.8 million annually and is in addition to any additional ad hoc contracts that arise beyond this weekly agreement.



Introduction and Flight Operations

Key Partnerships and Operational Advantage

Exodus Aircraft, LLC holds a Dealer License with the FAA and possesses the expertise to select the right aircraft, as well as the skilled maintenance and flight operations staff needed to effectively maintain aircraft and manage charter services. The company buys and sells aircraft and serves as the representative for its own aviation assets.

With over 100 years of combined experience in the aviation industry, Exodus Aircraft, LLC has built strong relationships across various sectors, including Flight Operations, Charter Brokerage, Aircraft Brokerage, and Aircraft Maintenance. This extensive expertise allows the company to successfully maintain its aircraft fleet, acquire additional assets at competitive prices, secure long-term bulk hour contracts, and provide comprehensive training for its flight crews.

Exodus Customer Projection:

Estimated passenger statistics for 2024.

Customer Type	Hours per year	Average pax load
NASCAR	120 per A/C	30
Brokerage Flights	200 +	20
Honor Flight SC Veteran Transport	10-20	30
University	50	30



Introduction and Flight Operations

Operational and Passenger Profile

Exodus Aircraft, LLC primarily charters its Embraer assets through executives who arrange flights for business / leisure travel who prefer not to travel on commercial airlines. Our Director of Operations and Chief Pilot brings extensive experience as a Part 121 Airline Pilot with over 28,000 flight hours accumulated with United Parcel Service (UPS) and the United States Marine Corps. The Executive Vice President and Director of Maintenance are highly experienced aviation professionals, with a proven track record in leadership roles, that included Director of Maintenance, Maintenance Manager, and Planning Manager at some of the largest aviation maintenance facilities in the country, including hands-on experience working on Atlas Air's 747-400 cargo fleet.

Exodus Aircraft, LLC operates on-demand charter services (FAR Part 135) across the Southeastern and Midwestern United States, in partnership with other charter carriers. We provide regular flights from the South Carolina Upstate to destinations such as New York, Dallas, Texas, Washington, DC, and Ohio, servicing resorts, casinos, and college sports teams. Occasionally, we also offer flights to Caribbean destinations including resorts in the Bahamas and Puerto Rico—*excluding Cuba*.

Thanks to the expertise of our charter management staff, Exodus Aircraft has secured several block hour contracts, amounting to approximately 75 hours of monthly flight time. Additionally, numerous smaller contracts are being executed to further increase our monthly flight hours. Due to strong early demand for Exodus Aircraft's full charter services, the company is already in the process of procuring a second ERJ 145 aircraft and plans to potentially have two ERJ 145 aircraft in service during 2025-2026, depending on corporate planning and structure.



Exodus Underwriting Statistics



Embraer EMB-145EP, N81EX

Seating of 30 pax

Value: [REDACTED]

Based at Spartanburg Downtown Airport

Average Passenger Load - 20

Maintenance, internal staff and (Part 145 Repair Station)

Utilization of estimated 75 hours per month

Loss History for Exodus

New operations – no losses. Certificate holder has elements of voluntary CASS system built into manual set.

Hangar Facility

Leased Private hangar at Spartanburg Downtown Airport (KSPA), office facilities at KSPA, and ramp access and ground line maintenance support at KSPA.

Charter Aircraft – EMB 145

The Company's aircraft is an EMB ERJ-145 regional jet, which has been converted to 30 seat capacity. The LOPA is the result of direct engineering owned by Exodus, approved by the FAA, which results in a unique interior with up to 59" pitch in passenger seating configuration. Interior and paint were completed in 2019, and the aircraft is current on all maintenance. Main gears were freshly overhauled in 2019, nose landing gear was installed (fresh 8130) in September 2022, a new APU was installed in October 2022, and the engines are fresh from overhaul and had their latest 8130 in 2020 and have flow less than 40 hours since.



REDACTED

Aircraft Unique Position & Offerings

Certification Details

The Company's Part 135 Operating Specifications (Op Specs) include authorization for up to 30 seats, an approved flight attendant program, and the authority to operate throughout the continental United States, the Caribbean, Mexico, and South America. The Director of Operations, Chief Pilot, and Director of Maintenance are all highly experienced aviation professionals and executives. Currently, the company's flight crew consists of three (3) type-rated and current Pilot-in-Command (PIC) pilots on the EMB 145, who are also qualified to serve as Second-in-Command (SIC) when needed. Additionally, two (2) more crew members are scheduled for training in October and November 2025. The company maintains an ongoing training relationship with Flight Safety International.



Aircraft Unique Position & Offerings

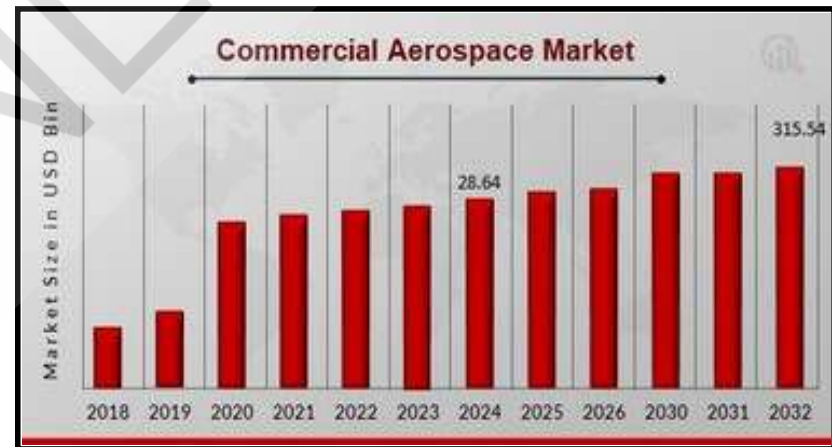
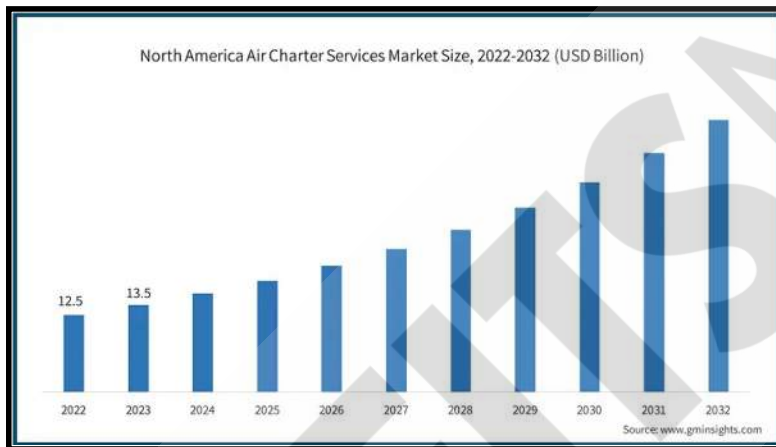
Certification Details: Charter Aircraft – Embraer Phenom 100

The Company has recently finalized an agreement to manage and operate an Embraer Phenom 100 aircraft, which will be added to the Company's Operating Specifications (Ops Specs) to meet smaller-lift passenger needs. The aircraft is currently based in Augusta, GA, just a 20-minute flight from Exodus's main base, and will be maintained and chartered from Exodus's home location. This addition diversifies Exodus's service offerings, providing clients with a smaller, more efficient option for shorter-range jet travel with smaller groups. Training and certification for the Phenom 100 are expected to be completed before December 1, 2024.



Global Aerospace Market Outlook

- Limited AOC opportunities – for FAA 121 Flag AOC currently available for purchase
- The economic outlook based on IATA indicators reflects increased travel over the next 5 years
- Limited aircraft availability for schedule, charter and subservice



Part 135 (HEAVY) AOC Advantages

- Company Recognition:
 - Ability to engage in Marketing & Sales of charters Domestic & International.
 - Ability to contract wet lease / ACMI services with an operating AOC vs a non-operating AOC.
 - Ability to expand current authority for schedule service.
- Favorable FAA regulating office for adding fleet type to certificate
- AOC is operating Transport Category Aircraft making the FAA 121 Supplemental Certification easier.
- FAA 121 Operating Manuals development / time / cost avoidance.
 - Existing FAA operations, maintenance manuals and SMS program are approved and will only need revisions to add new fleet type = reduced Est. time = 8-10 months / capital cost savings.



FAA 121 Supplemental AOC Advantage

- Initial growth will continue to be moderate offsetting the 121 Supplemental certification cost using the current transport category ERJ-145 aircraft as we establish the 121 supplemental certificate.
- Existing Marketing costs will not exceed 10% of sales
- Estimated Monthly Revenue based on typical FAA 121 operations ACMI / Full Charter charter market 360 hrs x \$4,500 pbh = \$1,620,000 P/M revenue per aircraft.
- 2X Certificate Enterprise Valuation post FAA 121 Supplemental certification



Historical 2023 / 2024 Financial Overview

Exodus Aircraft LLC
Profit & Loss (PRELIMINARY)
January through December 2024

	Jan - Dec 24
Ordinary Income/Expense	
Income	
Revenues	
Total Income	
Expense	
Aircraft Fuel	
Bank Service Charges	
Charter Expenses	
Commissions	
Computer and Internet Expenses	
Contractor Labor	
Crew Expenses	
Dues and Subscriptions	
Insurance Expense	
Interest Expense	
Legal and Professional	
Meals and Entertainment	
NP Pinnacle Bank	
Operating and Flight Costs	
Rent Expense	
Repairs and Maintenance	
Travel Expense	
Total Expense	
Net Ordinary Income	
Other Income/Expense	
Other Income	
Interest Income	
Total Other Income	
Other Expense	
PROFIT TRANSFER TO RELATED COMP	
Total Other Expense	
Net Other Income	
Net Income	



Exodus Aircraft LLC
Profit & Loss Prev Year Comparison
January through December 2024

	Jan - Dec 24	Jan - Dec 23	\$ Change	% Change
Ordinary Income/Expense				
Income				
Revenues				
Total Income				
Expense				
Aircraft Fuel				
Airport Fees				
Bank Service Charges				
Charter Expenses				
Commissions				
Computer and Internet Expenses				
Contractor Labor				
Crew Expenses				
Dues and Subscriptions				
Education				
Inspections				
Insurance Expense				
Interest Expense				
Legal and Professional				
Meals and Entertainment				
NP Pinnacle Bank				
Operating and Flight Costs				
Postage and Shipping				
Proving Run Costs				
Rent Expense				
Repairs and Maintenance				
Supplies				
Travel Expense				
Total Expense				
Net Ordinary Income				
Other Income/Expense				
Other Income				
Interest Income				
Total Other Income				
Other Expense				
PROFIT TRANSFER TO RELATED COMP				
Total Other Expense				
Net Other Income				
Net Income				

REDACTED

2025 Projected Financials (Single ERJ 145 aircraft)

Projected 135 Operations Income Statement

Exodus Aircraft
Annualized Projection FY 2025

Financial Statements in U.S. Dollars

Revenue

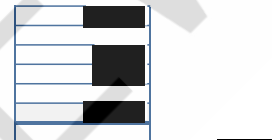
Gross Sales
Less: Sales Returns and Allowances
Net Sales



Cost of Goods Sold

Fuel Costs

Annual Insurance
Maintenance Reserves



Subtotal

Cost of Goods Sold

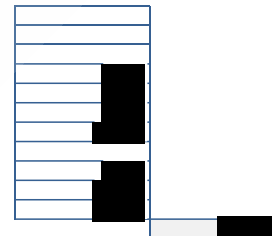


Gross Profit (Loss)



Expenses

Advertising
Amortization
Bad Debts
Bank Charges
Legal / Advisory Fees
Commissions
Staff Costs (Pilots, Maintenance, Flight Attendants)
Depreciation
Rent (Hangar, Offices)
Aircraft Payments
Payments to related party
Total Expenses



Net Operating Income



Other Income

Gain (Loss) on Sale of Assets
Interest Income
Total Other Income



Net Income (Loss)




REDACTED

Summary of Market Advantages

- Exodus Aircraft, LLC has benefited from the inception of a specialized AOC, designed and developed by a team of highly experienced aviation professionals.
- The post-COVID environment offers numerous opportunities for a well-structured AOC with no tail-related liabilities or deficiencies. Exodus Aircraft, LLC has established a strong presence in the marketplace, with a growing and diverse client base.
- The company's enhanced AOC makes it highly attractive in the marketplace, positioning Exodus Aircraft for a streamlined transition to a full FAA Part 121 certificate.
- Exodus Aircraft, LLC can efficiently expedite flights from Spartanburg Downtown Airport (KSPA) and Greenville-Spartanburg International Airport (KGSP) in South Carolina to destinations across the Southeastern and Midwestern United States.
- Additionally, Exodus's base in Spartanburg fosters a strong working relationship with the local FAA Flight Standards District Office (FSDO), ensuring smooth operations.



Investment Opportunity

Total Current 2023 Assets	2023 Top Line	2024 Top Line	2025 Projected Top Line	Purchase Price	121 AOC Target Enterprise Value 3-5 Years
Transaction Type			Current Client Base		<div>FAA PART 135 WORLDWIDE AIRCHARTER SERVICES</div> 
<ul style="list-style-type: none">Purchase 100% of the total issued and outstanding capital stock (the "Purchased Shares") and assets.			<ul style="list-style-type: none">Private ChartersCorporate Charters AirlinesCargoAir Ambulance		
Deal Type			AOC Operations		
<ul style="list-style-type: none">Control & Majority Stake Holder			<ul style="list-style-type: none">USA 48CanadaMexicoSouth AmericaCaribbeanAlaska		

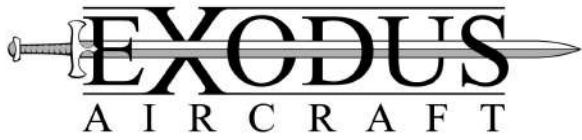


REDACTED

Certificate Overview

- Certificate Overview
 - Full FAA certificated Passenger & Cargo Carrier Operating Certificate (AOC)
 - Existing FAA accepted and certificated FAA 119 Key Personnel
 - FAA certificate in good standing
 - DOT good standing
 - Currently owns (1) aircraft listed on the Ops. Specifications
 - No Debt / Litigation





The reader of this AOC Presentation Overview acknowledges that the information contained within is strictly confidential. By reviewing this document, the reader agrees not to disclose any part of the presentation without the express written consent of Exodus Aircraft, LLC. The reader further acknowledges that the information provided is confidential, and any unauthorized disclosure or use may cause significant harm or damage. Upon request, this document must be immediately destroyed, deleted, or returned to Exodus Aircraft, LLC.

From: [Josh Kimbrell](#)
To: [Doug Brennan](#)
Subject: FW: 2024 Year End Exodus Air
Date: Tuesday, July 29, 2025 5:33:00 PM
Attachments: [Exodus 12.31.24 Profit and Loss.pdf](#)

From: Josh Kimbrell <josh@exodusaircraft.com>
Sent: Sunday, July 13, 2025 8:37 AM
To: Joshua Kimbrell <joshsc1@gmail.com>
Subject: Fw: 2024 Year End Exodus Air

From: Josh Kimbrell <josh@exodusaircraft.com>
Sent: Tuesday, July 1, 2025 1:16 PM
To: batkinson53@hotmail.com <batkinson53@hotmail.com>
Subject: Fw: 2024 Year End Exodus Air

From: Josh Kimbrell <josh@exodusaircraft.com>
Sent: Tuesday, July 1, 2025 1:15 PM
To: Paul Moore <pdmoore61@gmail.com>
Cc: Richard Lackey <rlackey@brtusa.com>; Jere Davis <jdavis@brtusa.com>; Daniel Nickles <daniel.a.nickles@me.com>
Subject: Fw: 2024 Year End Exodus Air

Sending 2024 Year End QB statement from Matthew Skinner our accountant. I had previously provided to Richard and Jere. Will send Q1 numbers also and statements

Regards,
-Josh

Exodus Aircraft LLC
Profit & Loss
January through December 2024

	Jan - Dec 24
Ordinary Income/Expense	
Income	
Sales	
Total Income	
Expense	
Advertising and Promotion	
Aircraft Fuel	
Bank Service Charges	
Charter Expenses	
Commissions	
Computer and Internet Expenses	
Contractor Labor	
Crew Expenses	
Dues and Subscriptions	
Insurance Expense	
Interest Expense	
Legal and Professional	
Meals and Entertainment	
NP Pinnacle Bank	
Operating and Flight Costs	
Rent Expense	
Repairs and Maintenance	
Supplies	
Taxes	
Travel Expense	
Total Expense	
Net Ordinary Income	
Other Income/Expense	
Other Income	
Interest Income	
Total Other Income	
Other Expense	
PROFIT TRANSFER TO RELATED CO...	
Total Other Expense	
Net Other Income	
Net Income	

From: "Intuit E-Commerce Service"<quickbooks@notification.intuit.com> on behalf of "Intuit E-Commerce Service"
Sent: Sat, 02 Aug 2025 22:00:56 +0000 (UTC)
To: Russell Andrews; Josh Kimbrell; Liliya Kimbrell; Tim Lankford
Subject: Invoice 168344 from Aircraft Performance Group, LLC
Attachments: Inv_168344_from_Aircraft_Performance_Group_LLC_4337657_95548.pdf

Aircraft Performance Group, LLC

Email: accounting@apgdata.com

Phone: 303-539-0410

Powered by QuickBooks.

Invoice

Due amount: **185.00**

Due by: 08/31/2025

Pay now

To Our Valued Customers:

Your invoice is attached.

****Please review your invoice carefully and notify us of any fleet changes within 30 days. We are unable to make any account adjustments after that time.****

Please remit payment at your earliest convenience.

Customers are reminded to never send credit card details over email, and APG will never ask customers for passwords.

Best Regards,

Aircraft Performance Group, LLC
1-303-539-0410

If you do not recognize the sender or the transaction, reach out to frauds@intuit.com



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Aircraft Performance Group, LLC

P.O. Box 650823
Dept. #42153
Dallas, TX 75265-0823
303-539-0410

Invoice

DATE	INVOICE #
8/1/2025	168344

TERMS	DUE DATE
Net 30	8/31/2025

BILL TO

Exodus Aircraft LLC
500 Ammons Rd.
Spartanburg, SC 29306

DESCRIPTION	QTY	RATE	AMOUNT
iPreFlight Genesis GPRO Performance Monthly - Embraer Subscription: August 2025 (1) Emb. 145EPA: N81EX	1	185.00	185.00
Autopay: Invoices will be paid with credit card on file			
Effective 1/1/25, there will be a price increase adjustment based off your contractual agreement. Please note that this adjustment will enable us to continue delivering exceptional products and services, invest in research and development, and maintain our commitment to innovation. We remain dedicated to providing you with the highest value for your investment. OEM Data Licensing Fees continue for 2025.	Total		\$185.00
	Payments/Credits		\$0.00
	Balance Due		\$185.00
Contact us at support@apgdata.com for questions.	Please make payments in U.S. dollars		Visit us at www.flyapg.com

ELECTRONICALLY FILED - 2025 Aug 21 1:40 PM - GREENVILLE - COMMON PLEAS - CASE#2025CF2304210

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

Case No. **2025-CP-23-04210**

AFFIDAVIT OF ELISHA LEONARD

Personally appeared before me, Elisha Leonard, who after first being duly sworn, deposes
and states as follows:

1. My name is Elisha Leonard. I am a citizen and resident of Laurens County, South Carolina. I am over the age of eighteen (18) years, of sound mind, and I submit this affidavit based upon my personal knowledge.
2. I am the controller for Frank Rogers' (Rogers) businesses including FX Aviation Capital, LLC and Exodus Aircraft, LLC (Exodus Aircraft). Among other responsibilities, I oversee and am familiar with all business records, financial information, bank accounts, and credit cards for Exodus Aircraft, LLC.
3. After discovering the Defendants had engaged in diverting corporate funds for their own personal gain, I scrutinized our bank accounts on a daily basis.
4. On or about May 30, 2025, after receiving the resignation of Josh Kimbrell and at the direction of counsel, I also began to monitor the business email accounts for Josh Kimbrell and

Liliya Kimbrell. These email accounts are part of our enterprise email license and are paid for, maintained by, and the property of Exodus Aircraft, LLC. *See Exhibit A.*

5. I watched in real time as Josh Kimbrell accessed his Exodus Aircraft email account on July 12, 2025, the day after the Temporary Restraining Order was issued. I observed Mr. Kimbrell send emails. I also observed Mr. Kimbrell move four emails from his sent box to an unknown location in his email account. Upon further investigation, I subsequently discovered these four emails had been archived by Mr. Kimbrell, which removed these emails from his active outbox. These emails have been recovered and are attached hereto as **Exhibit B.**

6. Upon further review of the Exodus Aircraft email accounts, I discovered Josh Kimbrell deleted an additional email on July 14, 2025. This deleted email has been recovered and is attached herewith as **Exhibit C.**

7. On July 30, 2025, I again reviewed the Kimbrells' Exodus Aircraft email accounts, and I discovered Josh Kimbrell deleted one additional email on July 29, 2025. This deleted email has been recovered and is attached herewith as **Exhibit D.**


8. The email deleted on July 29, 2025 was deleted from Mr. Kimbrell's sent folder. The email was sent by Mr. Kimbrell on July 29, 2025 to Doug Brennan with Priority 1 Logistics. Upon information and belief, Priority 1 Logistics is the parent company of European Cargo Limited, Perishable Center Nord and Priority 1 Leasing Limited through which P1 DAC operates. Upon further information and belief, the Priority 1 group operates a UK cargo airline. Mr. Kimbrell attached to the email a copy of document that Mr. Kimbrell purported to be the 2024 Exodus Aircraft Profit & Loss Statement. *See Exhibit D.*

9. My review of the Exodus Aircraft email accounts further revealed that Liliya Kimbrell deleted all her Exodus Aircraft emails on July 12, 2024. Mrs. Kimbrell deleted and

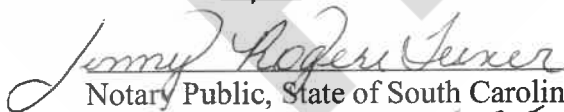
purged these emails from her inbox, outbox and the trash folder of her email account. Upon information and belief, Mrs. Kimbrell deleted at least 2,000 emails the day after the TRO was issued.

10. Exodus Aircraft has been unable to recover the emails deleted by Mrs. Kimbrell. Exodus Aircraft has no way of knowing the full extent of the emails Mrs. Kimbrell deleted; however, Mrs. Kimbrell routinely received invoices from vendors. I am personally aware of a number of communications and invoices from vendors that were deleted by Mrs. Kimbrell. Three such deleted vendor communications are attached hereto as **Exhibit E**. Exodus Aircraft is only aware of these communications because the vendor copied Josh Kimbrell on the correspondence and Exodus Aircraft has recovered these emails from Mr. Kimbrell's email account.

FURTHER AFFIANT SAYETH NOT.


Elisha Leonard

SWORN AND SUBSCRIBED TO BEFORE
ME THIS 19 day of August 2025.


Notary Public, State of South Carolina
My Commission Expires: 4.25.2027



Billing accounts

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Overview Proposals

Billing accounts manage your purchasing relationship with Microsoft. Each billing account contains defining info about your organization, like addresses, contact info, and any tax info that applies. Purchases made with your billing account are covered by the agreement that you signed with Microsoft. [Learn more](#)

2 items Filter

Billing account	Location	Account status	Billing account type
Exodus Aircraft	Greenville, SC US	Active	Microsoft Customer Agreement
Exodus Aircraft	Greenville, SC US	Active	Microsoft Online Subscription Agreement

FITSNENNS



[Help & support](#)

[Give Feedback](#)

From: Josh Kimbrell <josh@exodusaircraft.com>
Sent: Saturday, July 12, 2025 4:22 PM
To: Stephan Hollmann
Cc: Richard Lackey; Jere Davis; batkinson53@hotmail.com; Daniel Nickles
Subject: Frank Rogers

Stephan:

Great to meet you and Wal Mart this week.

Today, Frank Rogers, previously, my business partner with Exodus Aircraft LLC decided to try a hostile take-over with our company. As of today, I have resigned as CEO of Exodus Air.

I have copied members of our investor council on this email, perhaps they can work with you on this matter going forward.

God Bless you, Counsel Hollman. Appreciate the United States - German Relationship and your great friendship.

Best Regards Always.

-Josh

From: Josh Kimbrell <josh@exodusaircraft.com>
Sent: Saturday, July 12, 2025 4:23 PM
To: Joshua Kimbrell
Subject: Fw: Frank Rogers

From: Josh Kimbrell <josh@exodusaircraft.com>
Sent: Saturday, July 12, 2025 4:22 PM
To: Stephan Hollmann <shollmann@pacavi.com>
Cc: Richard Lackey <rlackey@brtusa.com>; Jere Davis <jdavis@brtusa.com>; batkinson53@hotmail.com <batkinson53@hotmail.com>; Daniel Nickles <daniel.a.nickles@me.com>
Subject: Frank Rogers

Stephan:

Great to meet you and Wal Mart this week.

Today, Frank Rogers, previously, my business partner with Exodus Aircraft LLC decided to try a hostile take-over with our company. As of today, I have resigned as CEO of Exodus Air.

I have copied members of our investor council on this email, perhaps they can work with you on this matter going forward.

God Bless you, Counsel Hollman. Appreciate the United States - German Relationship and your great friendship.

Best Regards Always.

-Josh

From: Josh Kimbrell <josh@exodusaircraft.com>
Sent: Saturday, July 12, 2025 4:25 PM
To: Armando Vidalon
Cc: Frank Rogers; Richard Lackey; Jere Davis; batkinson53@hotmail.com; Paul Moore
Subject: World Fuel Account

Armando:

Hope you are well.

As of today, I am no longer a member of Exodus Aircraft, LLC and I am no longer the CEO of the Company. Any further information or communication regarding the World Fuel account goes to the CEO, Frank Rogers.

-JBK

From: Josh Kimbrell <josh@exodusaircraft.com>
Sent: Saturday, July 12, 2025 4:25 PM
To: Vanessa Kormylo
Subject: Fw: World Fuel Account

From: Josh Kimbrell <josh@exodusaircraft.com>
Sent: Saturday, July 12, 2025 4:24 PM
To: Armando Vidalon <avidalon@wfscorp.com>
Cc: Frank Rogers <fgr@rogersstereo.com>; Richard Lackey <rlackey@brtusa.com>; Jere Davis <jdavis@brtusa.com>; batkinson53@hotmail.com <batkinson53@hotmail.com>; Paul Moore <pdmooore61@gmail.com>
Subject: World Fuel Account

Armando:

Hope you are well.

As of today, I am no longer a member of Exodus Aircraft, LLC and I am no longer the CEO of the Company. Any further information or communication regarding the World Fuel account goes to the CEO, Frank Rogers.

-JBK

From: PayPal <service@paypal.com>
Sent: Monday, July 14, 2025 3:55 AM
To: Josh Kimbrell
Subject: Post and Courier, In...: \$17.00 USD



Hello, Joshua Kimbrell

You paid \$17.00 USD to Post and Courier, In...

Merchant Post and Courier, In...
subserve@postandcour...
+1 843-853-7678

Transaction date Jul 14, 2025

Order ID PPBT_7LXahTzmAszdpj

ThePostAndCo*online	\$17.00
Qty: 1	

Subtotal	\$17.00
----------	---------

Total	\$17.00 USD
-------	-------------

Paid Post and Courier, In... with

PINNACLE BANK	\$17.00 USD
Checking ●●7654	

Transaction ID: 1EB612916S1180832

[View payment status](#)

New

Track all your subscriptions in one place

Manage and update all your subs at once using the PayPal App.

Get Started



Your payment was sent from josh@exodusaircraft.com



[Help & Contact](#) | [Security](#) | [Apps](#)



PayPal is committed to preventing fraudulent emails. Emails from PayPal will always contain your full name. [Learn to identify phishing](#)

Please don't reply to this email. To get in touch with us, click [Help & Contact](#).

PayPal Customer Service can be reached at 888-221-1161.

Not sure why you received this email? [Learn more](#)

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PayPal RT001736:en_US(en-US):1.9.0:645eb3441b994

From: [Josh Kimbrell](#)
To: [Doug Brennan](#)
Subject: FW: 2024 Year End Exodus Air
Date: Tuesday, July 29, 2025 5:33:00 PM
Attachments: [Exodus 12.31.24 Profit and Loss.pdf](#)

From: Josh Kimbrell <josh@exodusaircraft.com>
Sent: Sunday, July 13, 2025 8:37 AM
To: Joshua Kimbrell <joshsc1@gmail.com>
Subject: Fw: 2024 Year End Exodus Air

From: Josh Kimbrell <josh@exodusaircraft.com>
Sent: Tuesday, July 1, 2025 1:16 PM
To: batkinson53@hotmail.com <batkinson53@hotmail.com>
Subject: Fw: 2024 Year End Exodus Air

From: Josh Kimbrell <josh@exodusaircraft.com>
Sent: Tuesday, July 1, 2025 1:15 PM
To: Paul Moore <pdmoore61@gmail.com>
Cc: Richard Lackey <rlackey@brtusa.com>; Jere Davis <jdavis@brtusa.com>; Daniel Nickles <daniel.a.nickles@me.com>
Subject: Fw: 2024 Year End Exodus Air

Sending 2024 Year End QB statement from Matthew Skinner our accountant. I had previously provided to Richard and Jere. Will send Q1 numbers also and statements

Regards,
-Josh

Exodus Aircraft LLC
Profit & Loss
January through December 2024

	Jan - Dec 24
Ordinary Income/Expense	
Income	
Sales	
Total Income	
Expense	
Advertising and Promotion	
Aircraft Fuel	
Bank Service Charges	
Charter Expenses	
Commissions	
Computer and Internet Expenses	
Contractor Labor	
Crew Expenses	
Dues and Subscriptions	
Insurance Expense	
Interest Expense	
Legal and Professional	
Meals and Entertainment	
NP Pinnacle Bank	
Operating and Flight Costs	
Rent Expense	
Repairs and Maintenance	
Supplies	
Taxes	
Travel Expense	
Total Expense	
Net Ordinary Income	
Other Income/Expense	
Other Income	
Interest Income	
Total Other Income	
Other Expense	
PROFIT TRANSFER TO RELATED CO...	
Total Other Expense	
Net Other Income	
Net Income	

Elisha Leonard

From: "Intuit E-Commerce Service" <quickbooks@notification.intuit.com>
Sent: Wednesday, July 2, 2025 2:32 PM
To: Josh Kimbrell
Cc: Liliya Kimbrell
Subject: Sales Commission Statement
Attachments: Statement1_from_Lyndan_Aero_LLC7772.pdf

Lyndan Aero, LLC

Email: dstandard@gmail.com

Phone: 706-836-0442

Powered by QuickBooks.

Your statement is attached. I included a trip ID or notes for the sales and contracts completed. Please remit payment at your earliest convenience.

If you have any questions, please let me know.

Thank you for your business - we appreciate it very much.

Sincerely,

Dann Standard

706-836-0442

If you do not recognize the sender or the transaction, reach out to frauds@intuit.com



Intuit, Inc. All rights reserved. [Privacy](#) | [Security](#) | [Terms of service](#)

Elisha Leonard

From: hopepatterson@frontier.com
Sent: Tuesday, July 15, 2025 10:44 AM
To: Liliya Kimbrell; Josh Kimbrell
Subject: RE: PAST DUE INVOICE FROM MWA
Attachments: Exodus Aircraft PAST DUE Invoice.pdf

Importance: High

Please see the attached past due invoice. As detailed below, if a response is not received and payment is not received, late fees will be applied and added to the amount.

Hope M. Patterson

Administrative Assistant
Williamson County Airport Authority
Veterans Airport of Southern Illinois
10400 Terminal Drive
Suite 200
Marion, IL 62959
(618) 993-3353 x 8

From: hopepatterson@frontier.com <hopepatterson@frontier.com>
Sent: Tuesday, June 10, 2025 3:47 PM
To: 'liliya@exodusaircraft.com' <liliya@exodusaircraft.com>
Subject: FW: PAST DUE INVOICE FROM MWA
Importance: High

Can you please provide an update as to when we can expect a payment for the attached past due invoice? We have yet to apply late fees for the past due amount, but effective July 1 we will be applying late fees for the past due amount for the last four months and then going forward.

We appreciate your prompt response and payment.

Hope M. Patterson

Administrative Assistant
Williamson County Airport Authority
Veterans Airport of Southern Illinois
10400 Terminal Drive
Suite 200
Marion, IL 62959
(618) 993-3353 x 8

From: hopepatterson@frontier.com <hopepatterson@frontier.com>
Sent: Tuesday, April 15, 2025 1:57 PM
To: 'liliya@exodusaircraft.com' <liliya@exodusaircraft.com>
Subject: PAST DUE INVOICE FROM MWA

Please see the attached past due invoice from MWA – Veterans Airport of Southern Illinois/Williamson County Airport Authority.

We appreciate your prompt response and payment.

Hope M. Patterson

Administrative Assistant
Williamson County Airport Authority
Veterans Airport of Southern Illinois
10400 Terminal Drive
Suite 200
Marion, IL 62959
(618) 993-3353 x 8

Williamson County Airport Authority

Veterans Airport of S. IL.
10400 Terminal Drive, Ste. 200
Marion, IL 62959
USA

Voice: 618-993-3353

Fax: 618-997-9129

INVOICE

Invoice Number: 21305

Invoice Date: Jan 16, 2025

Page: 1

Duplicate

Bill To:

Exodus Aircraft LLC
500 Ammons Road
Suite 204
Spartanburg, SC 29306

Ship to:

Exodus Aircraft LLC
500 Ammons Road
Suite 204
Spartanburg, SC 29306

Customer ID	Customer PO	Payment Terms	
Exodus Aircraft LLC		Net 1st of Next Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			2/1/25

Quantity	Item	Description	Unit Price	Amount
1.00		Landing for charter @ MWA - N81EX on 1/11/25	72.74	72.74
1.00		Landing for charter @ MWA - N81EX on 1/12/25	72.74	72.74
1.00		Belt Loader for charter @ MWA - N81EX on 1/11/25	200.00	200.00
1.00		Belt Loader for charter @ MWA - N81EX on 1/12/25	200.00	200.00
Subtotal				545.48
Sales Tax				
Total Invoice Amount				545.48
Payment/Credit Applied				
TOTAL				545.48

Check/Credit Memo No:

Payments Due by 1st of the mo. Interest accrued at 1.5% per mo. thereafter

ELECTRONICALLY FILED - 2025 Aug 21 1:40 PM - GREENVILLE - COMMON PLEAS - CASE#2025CP2304210

Elisha Leonard

From: billing@vector-us.com
Sent: Tuesday, July 15, 2025 12:54 AM
To: Josh Kimbrell; Liliya Kimbrell
Subject: Account Statement for Operator 120306 Aircraft Operating Fees at KAGC
Attachments: Statement for Operator 120306 - KAGC.pdf

Attached is an account statement for past-due aircraft operating fees, billed by Vector Airport Systems on behalf of our airport client.

To view and pay your invoice:

1. Access the [PLANEPASS® Payment Portal](#)
2. Log in using your Operator ID and any invoice number

PLANEPASS® Payment Portal features:

- [View airport fee structure, Authorization to Bill, and W-9 form](#) (login required)
- Update contact information
- Enroll in paperless billing
- Access account history

Need help? Contact us:

- **E-mail:** billing@vector-us.com
- **Phone:** 1-888-588-0028 (Option 1)

Regards,
The PLANEPASS® Team
Vector Airport Systems

To opt out of paperless billing, e-mail billing@vector-us.com with "Unsubscribe" in the subject line.

Pay to: **Vector PLANEPASS® - US Airports**
P.O. Box 787061
Philadelphia, PA 19178-7061 US

*NOTE: A single payment may be issued for invoices from multiple Vector PLANEPASS® airports located in the same country. Please provide invoice numbers and amounts to apply to each invoice.

ACCOUNT STATEMENT

For Aircraft Operations at
Allegheny County Airport (KAGC)

Include Operator ID:120306 and Invoice Number (see below) to assure proper credit to your account.

EXODUS AIRCRAFT LLC
c/o Josh Kimbrell 544 Shoreline Blvd.
Boiling Springs SC 29316
USA

Bill to:

Statement Date: 07/15/25
Total Billed: \$60.20
Total Paid: \$0.00
AMOUNT DUE: **\$60.20**
Operator ID: 120306
Operator Contact: Josh
Contact Phone: 864-384-8969
Contact Fax:
Contact Email: josh@exodusaircraft.com;
liliya@exodusaircraft.com
PO NUMBER:

KAGC Account Summary

Invoices					Payments				
Invoice ID	Invoice Airport	Period End	Date Sent	Invoice Total	Check No.	Date Paid	Payments Received	Unpaid/ (Overpaid)	Adjustments Pending Approval
630324	KAGC	10/31/23	11/03/23	\$60.20				\$60.20	
			Subtotal Invoiced:	\$60.20		Subtotal Paid:	\$0.00		

**indicates this payment is unallocated; held on account with KAGC

KAGC Account Balance

\$60.20

Need Help?

Important Messages

Sign up for paperless billing or pay by credit card at
<https://payment.planepass.com>

If you have questions or would like to dispute a charge

Email billing@vector-us.com or Call 888-588-0028

Include Operator ID:120306 and Invoice Number (see above)

FAX#: 703-759-6714

Vector Airport Systems has been under contract since 05/01/18 to manage the billing and accounts receivable for landing fees at the Airport.
*****Invoices Are Due Upon Receipt*****

Payment Notes

PARTIAL PAYMENT: If your payment excludes any of the charges from this invoice please mark those charges on a copy of the invoice and return with your payment along with an explanation for the deduction.
PAYING MULTIPLE INVOICES: If your payment covers multiple invoices for this airport be sure to indicate the invoice numbers in the note/comment section of your check. Failure to do so may result in improper account credit.

ELECTRONICALLY FILED - 2025 Aug 21 1:40 PM - GREENVILLE - COMMON PLEAS - CASE#2025CP02308210

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

Case No. **2025-CP-23-04210**

AFFIDAVIT OF MICAH STURGIS

Personally appeared before me, Micah Sturgis, who after first being duly sworn, deposes and states as follows:

1. My name is Micah Sturgis. I am a citizen and resident of Union County, North Carolina. I am over the age of eighteen (18) years, of sound mind, and I submit this affidavit based upon my personal knowledge.

2. I specialize as a Digital Forensic Consultant. I am the President of Sturgis Forensics, LLC in Charlotte, North Carolina.

3. I have been qualified as an expert in digital forensics by several Courts in North Carolina and South Carolina and I continuously receive training and certificates in digital forensics.

4. I have attached my Curriculum Vitae to this affidavit as **Exhibit A** for reference to my education, professional experience, certifications, training, professional licensing, professional organizations, awards, teaching experience, speaking experience, and court experience. I was also employed as a Deputy Sheriff for thirteen (13) years at the Cleveland

County Sheriff's Office, where I was assigned to the Criminal Investigations Division and the Crime Scene Investigations Unit as a Digital Forensics Examiner. I formed the Cleveland County Sheriff's Office Digital Forensics Program.

5. On August 2, 2025, I analyzed the email mailboxes for Josh Kimbrell and Liliya Kimbrell. As part of this forensic analysis, I was able to ascertain any changes to the items contained in the mailbox for the two-week period preceding August 2, 2025. Specifically, this analysis revealed if any emails and/or calendar entries were deleted for the period from July 19, 2025 to August 2, 2025.

6. Regarding Josh Kimbrell's email account, this forensic analysis revealed 246 emails or calendar events were deleted from July 19, 2025 to August 2, 2025.

7. Regarding Liliya Kimbrell's email account, my forensic analysis revealed 6 emails or calendar events were deleted from Liliya Kimbrell's account from July 19, 2025 to August 2, 2025.

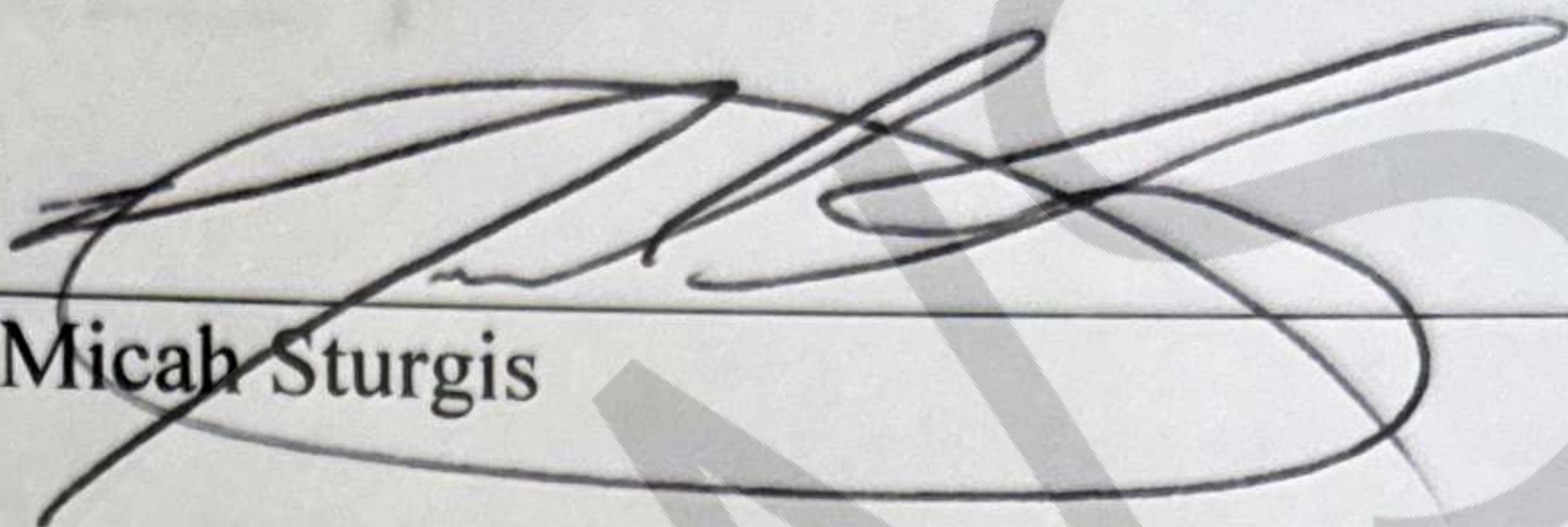
8. I have conducted an additional analysis of both accounts for the period including July 11, 2025 to July 19, 2025 in an effort to ascertain the total number of emails deleted by Josh and Liliya Kimbrell since the entry of the Temporary Restraining Order on July 11, 2025. Unfortunately, as of the date of this affidavit, I have been unable to determine the total number of emails deleted during this period due to system restrictions. Specifically, Microsoft account settings permit recovery of deleted items only within a 14-day retention window. Because the recovery occurred on August 2, 2025, only items deleted between July 19, 2025, and August 2, 2025, were recoverable; any items deleted prior to July 19, 2025, are no longer accessible through standard forensic processes. I can state definitively that hundreds, and possibly thousands, of emails that were in the mailboxes of Josh and Liliya Kimbrell in June 2025 are no

longer in the email mailboxes for Josh Kimbrell and Liliya Kimbrell. I am unable to recover the deleted information.

9. My team and I have spent 25.75 hours attempting to restore and recover these lost emails. It is my expert opinion that Exodus Aircraft will never be able to recover the information deleted by Josh and Liliya Kimbrell from July 11, 2025 through July 19, 2025. This information is lost forever to Exodus Aircraft.

10. My team and I have spent 25.75 total hours investigating the deletion of emails and calendar entries by Josh and Liliya Kimbrell and attempting to restore this information so that it may be access and used by Exodus Aircraft. To date, I have invoiced Exodus Aircraft \$9,268.75 for this work; however, my efforts to recover deleted data and communications are ongoing and I anticipate this amount to increase.

FURTHER AFFIANT SAYETH NOT.


Micah Sturgis

SWORN AND SUBSCRIBED TO BEFORE
ME THIS _____ day of August 2025.

Notary Public, State of North Carolina
My Commission Expires: _____

JURAT

State of NORTH CAROLINA
County of MECKLENBURG } ss.

Subscribed and sworn to (or affirmed) before me this
13th day of August, 2025 by
Date Month Year

SHANNA S GRAHAM
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
January 23, 2029

MICAH STURGIS
Name of Signer No. 1

Name of Signer No. 2 (if any)

Shanna S Graham
Signature of Notary Public

January 23, 2029
Any Other Required Information
(Residence, Expiration Date, etc.)

Place Notary Seal/Stamp Above

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states.
Completing this information can deter alteration of the document or fraudulent reattachment
of this form to an unintended document.

Description of Attached Document

Title or Type of Document: AFFIDAVIT OF MICAH STURGIS / CASE NO. 2025-CR-23-04210
Document Date: August 13th, 2025 Number of Pages: 4
Signer(s) Other Than Named Above: N/A

Exhibit A
CURRICULUM VITAE

Micah Fouché Sturgis

Sturgis Forensics, LLC

13124 Idlewild Rd.

Matthews, North Carolina 28105

micah@sturgisforensics.com

(704) 476-9596

EDUCATION

- Gaston College, Dallas, North Carolina, 2003
- Central Piedmont Community College, Huntersville, North Carolina, 2014 - 2016
- National Computer Forensics Institute, Hoover, Alabama, 2015, 2016

PROFESSIONAL EXPERIENCE

- Founder/President, Sturgis Forensics, Charlotte, NC (2023 – Present)
- Director of Forensics, Barefoot Professional Investigations, Charlotte, NC (2021 – 2023)
- Owner/Digital Forensic Consultant, Fouché Digital Consulting, Matthews, NC (2020 – 2021)
- Digital Forensic Investigator, CCFIT, Wells Fargo Bank, Charlotte, NC (2020 - 2021)
- Digital Forensic Examiner, Reliance Forensics, LLC, Charlotte, NC (2016 - 2020)
- Crime Scene Investigator/Digital Forensics Specialist, Cleveland County Sheriff's Office, Shelby, NC (2015-2016)
- Detective/Digital Forensics Investigator, Criminal Investigations Division, Property Crime, Violent Crime, Cyber Crime and Digital Forensics Unit, Cleveland County Sheriff's Office, Shelby, NC Formally trained in the examination and handling of digital evidence (2009-2015)
- Field Training Officer/Corporal, Cleveland County Sheriff's Office, Shelby, NC (2006-2009)
- Patrol Deputy, Cleveland County Sheriff's Office, Shelby, NC (2004-2006)

CERTIFICATIONS/TRAINING Police Training

- Basic Crime Scene Academy (*March, 2015*)
- Get Confessions: Going Beyond the Interview (*February, 2013*)
- Homicide Investigation and Crime Scene Management Training (*September, 2012*)
- Legal Issues of Fire Investigations (*April, 2012*)
- Interview and Interrogation (*May, 2010*)

- Police Law Institute (*December, 2009*)
- Field Training Officer, NC Justice Academy (*February, 2007*)
- DCI/NCIC (*2004*)
- Basic Law Enforcement Training (*December, 2003*)

Digital Evidence Training

- Basic Cell Phone Forensics (*November, 2014 – 16 hours*)
- Introduction to Computer Forensics (*October, 2014 – 32 hours*)
- Intermediate Computer Forensics (*November, 2014 – 32 hours*)
- Advanced Computer Forensics (*April, 2014 – 16 hours*)
- Internet Investigations (*October, 2014 – 32 hours*)
- Introduction to Wireless Investigations (*March, 2014 – 24 hours*)
- Lantern Cell Phone Certified Examiner (*June, 2014 – 24 hours*)
- Apple iOS Forensics, American Academy of Applied Forensics (*February, 2014 – 16 hours*)
- Cyber Investigations 210 – GPS Interrogation (*November, 2013 – 7 hours*)
- National Computer Forensics Institute, USSS
- Mobile Device Examiner 15-03 (*June, 2015 – 64 hours*)
- Cellebrite Certified Logical Operator (*June, 2015 – 14 hours*)
- Paraben Mobile Forensic Training (*June, 2016 – 14 hours*)
- Cellebrite Certified Physical Analyst (*May, 2019 – 21 hours*)
- XRY Certification, Tennessee Bureau of Investigation/MSAB, (*September, 2015, 16 hours*)
- XRY Intermediate, Tennessee Bureau of Investigation/MSAB, (*September, 2015, 24 hours*)
- 2017 EnFuse Conference, Las Vegas, Nevada EnCE® Certification,
- EnCase® Certified Examiner, 2017
- 2017 Magnet User Summit, Las Vegas Nevada
- 2019 Magnet User Summit, Nashville, Tennessee
- Introduction to Alternate Data Acquisitions (*April, 2018 – 24 hours*)
- Wireless Analysis Course Touch Point International Development Group (*April, 2018 – 40 hours*)
- Knowledge© is Power – Analyzing the Knowledge© Database with Axiom Magnet Forensics (*April 2021*)
- Forensic Image and Video Enhancement with Amped Five (*June 14 - 18, 2021*)
- CellHawk Certified User (*October, 2024 – 16 hours*)

Professional Licensing

- LCE, Lantern Certified Examiner, Katana Forensics
- XRY, XRY Certified Examiner, MSAB Certification Numbers – 7745, 7757
- CMFF, Cellebrite Mobile Forensics Fundamentals, *Certification Number-ZZyAWPiPsJ*
- CCO, Cellebrite Certified Operator, *Certification Number – 20624514000*
- CCPA, Cellebrite Certified Physical Analyst, *Certification Number - hH0PhBzzo1*
- CCME, Cellebrite Certified Mobile Examiner, Cellebrite Certification Number - Qn2AaQldxD
- EnCase® Certified Examiner (EnCE®), Certification Number – 15-0917-7805
- CellHawk Certified User, Hawk Consulting

Acquisitions and Extractions

- Over 1000 logical and/or Physical Acquisitions and Extractions utilizing Lantern Forensic Tool, Cellebrite Forensic Tool, Blackthorn, and XRY Forensic Tool.
- Over 1000 images of HDD (Hard Disk Drives) and SSD (Solid State Drives) Utilizing FTK, EnCase, IEF, Axiom, Forensic Falcon, Paladin, Macquisition and Recon ITR.
- Collection of Checkpoint Encrypted Drives and decryption of images.
- Collection of Various encrypted drives and successful decryption of drives.
- Multiple examinations of mobile device extractions and computer images taken during criminal and civil cases.
- Multiple collections and examinations of PSTs
- Multiple examinations of Splunk Logs, including but not limited to VPN Logs, SMTP Logs, Bluecoat Logs, URL search Logs.
- Remote Imaging of devices utilizing the EnCase Applet, Network Preview and Axiom Cyber.

Professional Organizations

- North Carolina Internet Crimes Against Children Task Force (NCICAC) (*Former Member and Agency Contact*)
- Sponsored by the United States Secret Service, National Computer Forensics Institute

Awards

- North Carolina Criminal Justice Education and Training Standards Commission
 - Basic Law Enforcement Certificate (*March, 2014*)
 - Intermediate Law Enforcement Certificate (*March, 2014*)
 - Advanced Law Enforcement Certificate (*September, 2016*)

- Region C Awards
 - 2008 Region C Award for Uniformed Officer of the Year
 - 2004 Region C Award for shooting investigation

Teaching/Speaker Experience

- Contracted Instructor for Computer Crimes Camp, Central Piedmont Community College, *July 2015, July 2016*
- Contracted Instructor for Central Piedmont Community College, Introduction to XRY, *Fall Semester 2015*
- Contracted Instructor for Central Piedmont Community College, Level 1 and Level 2 Mobile Forensics *Spring 2016, Fall 2016, Spring 2017, Fall 2017, Spring 2018*
- Truckload Carrier Association National Security Conference 2023, San Antonio, TX, Cell Phone Forensics: The Ins and Outs of Cyber Evidence- Primary Panelist, *June 2023*
- North Carolina Advocates for Justice Conference 2023, Charlotte, NC, Digital Forensic Evidence: How Smartphones Can Make or Break Your Case, Keynote Speaker - *June 2023*
- Strom Law Firm, Columbia, SC, Your Digital Forensic Experts, Presentation of the Importance of Digital Forensic Evidence in Civil and Criminal Litigation – September 2023
- South Carolina Bar Conference 2024, Charleston South Carolina – Digital Forensics and Their Use in Employment Litigation, CLE, - January 2024

Court Experience

Qualified as an Expert in Digital Forensics in North Carolina District and Superior Court.

- *State of North Carolina v Princess Wade*, Cleve. Co. NC Superior Court, Criminal Division, 13 CRS 2938, Consulted as an expert in the field of Digital Forensics by the Defense. Defense Attorney – Calvin E. Coleman, Shelby, North Carolina Disposition Date – 4/3/2017 (Guilty Plea)
- *State of North Carolina v Robert Odoms*, Cleve. Co. NC Superior Court, Criminal Division, 15 CRS 51911, Qualified as an expert in the field of Digital Forensics by the Court. Date of Conviction – 4/25/2016
- *State of North Carolina v Danny Greene*, Cleve. Co. NC Superior Court, Criminal Division, 14 CRS 52913 - 52927, Qualified as an expert in the field of Digital Forensics by the Court. Date of Conviction – 5/22/2015
- *Hartley Ready Mix v. Forsyth Redi-mix*, Forsyth Co. Superior Court, Civil Division 17 CVS 934. Qualified as an expert in the field of digital forensics by the Court. Testimony November 19, 2019.
- *Stormy Patel v. Bobby Patel*, Meck. Co. District Court, Civil Division, 17 CVD 17579. Testified as to digital forensic practices and procedures. Testimony April 9, 2019.
- *Ryan Groth v. Elizabeth Groth*, Buncombe County District Court, Civil Division, 19CV05459. Qualified as an Expert in the field of digital forensics. Testimony September 25, 2020.
- *State of South Carolina v. Richard Alex Murdaugh*, Colleton County Superior Court, Criminal Division, 2022GS1500592 – 00595. Qualified as an expert in the field of Cell Phone Forensics. Testimony February 22, 2023.

- *State of North Carolina v. Malik Jones*, Cleveland County Superior Court, Criminal Division, 19CRS54160. Designated Expert in the Field of Digital Forensics by the State of North Carolina. (Guilty Plea) - August 11, 2023.
- *Justin Pelfrey v. Katherine Pelfrey*, Pickens County Family Court, 2022-DR-39-0015. Qualified as an expert in the field of Digital Forensics. Testimony – September 28, 2023.
- *State of South Carolina v. Jamie McCoy*, Marlboro County Superior Court, COURT OF GENERAL SESSIONS FOR THE FOURTH JUDICIAL CIRCUIT, Warrant Nos: 2020A3410100364, 2020A3410100369, 2020A3410100371, 2020a3410100372, 2020A3410100375 & 2020A3410100376. Qualified as an expert in the field of Digital Forensics. Testimony October 31, 2024.
- *Shah, et al. v. Ahmed, et al.*, Guilford County, North Carolina Business Court, Case No. 22CVS008650-400. Qualified as an expert in the field of Computer Forensics.
- *State of North Carolina v. Kevin Mosby*, Gaston County Superior Court, Criminal Division, 22CRS271343-350. Testified to Digital Forensic Reports. May 7th, 2025.

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 Sheherba
Robertson Kimbrell, Exodus Airways, LLC,
Thomas Blake Whitaker,

Defendants.

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

C.A. No. 2025-CP-23-04210

CONSENT ORDER
GRANTING PRELIMINARY
INJUNCTIVE RELIEF

This matter comes before the Court upon Plaintiffs' motion for an order granting preliminary injunctive relief. The Court previously granted a temporary restraining order ("TRO") in this matter on July 11, 2025 and thereafter scheduled a hearing on Plaintiffs' application for preliminary injunctive relief at 10:30 AM on July 22, 2025 as provided by Rule 65, SCRPC. Since the TRO's issuance, the Parties have negotiated a resolution of Plaintiffs' pending motion for preliminary injunctive relief to resolve their need to progress with the hearing on July 22, 2025. The terms and conditions agreed upon and stipulated by the Parties are as follows:

- (1) Unless otherwise specifically indicated, the terms and conditions of this Order apply to Joshua Brett Kimbrell, Liliya Sheherba Robertson Kimbrell, and Exodus Airways, LLC ("Injoined Parties");
- (2) As to Joshua Brett Kimbrell, Mr. Kimbrell hereby acknowledges and forever surrenders to Plaintiffs any and all ownership interests he may have or could claim to have, now or in the future, in Exodus Aircraft, LLC ("Exodus") and any asset owned by Exodus including but not limited to: the Embraer Jet (Aircraft Serial No. 145053), any limited liability units,



any bank accounts, all monies on-hand, all accounts receivable, all intellectual property rights, all corporate causes of action, all corporate claims and choses, all payment rights, all statutory rights, or any and all interests of any kind, whether corporate or personal, and further hereinafter agrees to cooperate in the execution of any and all paperwork effectuating his surrender of and transfer of the same to Plaintiffs;

- (3) As to Joshua Kimbrell, in addition to his surrender of any and all ownership interests, Mr. Kimbrell hereby memorializes and confirms his resignation as manager of Exodus, along with any and all positions and affiliations with Exodus in any and all capacities and in connection with the same Mr. Kimbrell agrees to surrender immediately to Plaintiffs' counsel any and all credit cards in his possession in the name of Exodus Aircraft, FX Aviation Capital, Frank Rogers, and any other card whereby Exodus' corporate funds or credit could be impacted by usage;
- (4) As to Joshua Kimbrell, Mr. Kimbrell shall surrender to Plaintiffs' counsel all business records and all information in his possession and control relating to Exodus so as to facilitate a smooth transition of Exodus's management;
- (5) Until there is a final adjudication in this action, no action shall be undertaken by the Enjoined Parties that would impact the rights or obligations of Exodus or its stakeholders, including but not limited to Enjoined Parties' refraining from any contact with any of Exodus's customers, employees, or vendors;
- (6) Until there is a final adjudication in this action, and to the extent any of the Enjoined Parties have in their possession or control any corporate monies diverted from Exodus Aircraft, they shall undertake no action, whether directly or indirectly, to diminish, transfer, or divert such funds any further from wherever they are currently located and Enjoined Parties

JK

hereby certify they have undertaken no such action since the issuance of the TRO by the Court;

- (7) Until there is a final adjudication in this action, and to the extent any of the Enjoined Parties have in their possession or control any corporate monies generated by Exodus Aircraft, they shall take no action, whether directly or indirectly, to diminish, transfer, or divert such funds any further from wherever they are currently located and Enjoined Parties hereby certify they have undertaken no such action since the issuance of the TRO by the Court;
- (8) Until there is a final adjudication in this action and to the extent any of the Enjoined Parties have in their possession or control any corporate monies generated by Exodus Aircraft, they shall take no action, whether directly or indirectly, to diminish, transfer, or divert such funds in their possession and control that were generated from any contract held by or any asset owned by Exodus Aircraft and the Enjoined Parties hereby certify they have undertaken no such action since the issuance of the TRO by the Court;
- (9) Until there is a final adjudication in this action and to the extent any of the Enjoined Parties have in their possession or control any documents, emails, correspondence, business records, text messages, or evidence of any kind potentially relating to Exodus Aircraft and also the subject of this dispute, such materials shall be preserved and shall not be destroyed, lost, or removed from any Enjoined Parties' possession and Enjoined Parties hereby certify they have not destroyed any such materials since the issuance of the TRO by the Court.
- (10) Until there is a final adjudication in this action, the Enjoined Parties shall altogether cease using the names Exodus Airways, LLC, Exodus Aircraft, LLC, Exodus Air, Exodus, or any similar permutation using the term Exodus and shall not act in such fashion as might



cause a reasonable and ordinary person to conclude mistakenly that they have any affiliation with Exodus Aircraft.

IMPORTANT! PLEASE READ THE FOLLOWING:

Violation of this Consent Order shall subject the violator to penalties for contempt of Court. Nothing in this Order is intended to be a final adjudication of any issue and remains subject to a contested hearing on Plaintiffs' motion for preliminary injunctive relief.

BY SIGNING BELOW, YOU ACKNOWLEDGE YOU HAVE READ THIS CONSENT ORDER, AGREE TO ITS TERMS, AND HAVE HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL ABOUT THEIR MEANING.

WE CONSENT AND STIPULATE TO THE FOREGOING TERMS AND CONDITIONS BE ENTERED INTO A CONSENT ORDER BY THE COURT OF COMMON PLEAS IN GREENVILLE COUNTY, SOUTH CAROLINA:

Plaintiff Frank Rogers on behalf of himself and derivatively on behalf of Exodus Aircraft, LLC
July 21, 2025

Defendant Joshua Kimbrell on behalf of himself and as a 50% owner/member and manager of Exodus Airways, LLC
July 21, 2025

Defendant Lillya Kimbrell on behalf of herself and as a 50% owner/member of Exodus Airways, LLC
July 21, 2025

[JUDGE'S SIGNATURE ON FOLLOWING PAGE]

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

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

vs.)

Joshua Brett Kimbrell, Liliya)
Sheherba Robertson Kimbrell,)
Exodus Airways, LLC, Thomas)
Blake Whitaker,)
Defendants.)

CONSENT ORDER
GRANTING PRELIMINARY
INJUNCTIVE RELIEF

I CONSENT:

KENNEDY/BRANNON, LLC

BY: s/N. Douglas Brannon
N. Douglas Brannon
Attorney for Defendants, Joshua
Brett Kimbrell, Liliya Sheherba
Robertson Kimbrell, and Exodus
Airways, LLC

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

C.A. No. 2025-CP-23-04210

CONSENT ORDER
GRANTING PRELIMINARY
INJUNCTIVE RELIEF

I CONSENT:

WILKINS DAVIS, LLC

s/Lane W. Davis

Lane W. Davis

(SC Bar No. 68796)

W. Walter Wilkins, III

(SC Bar No. 16740)

206 Mills Avenue

Greenville, SC 29605

Phone: (864)-263-3155

Lane@WilkinsDavis.com

Attorneys for Plaintiffs

July 21, 2025
Greenville, South Carolina

IT IS SO ORDERED!

The Honorable Perry H. Gravely
Judge, 13th Judicial Circuit

July 21, 2025

FITSNENVS

FITSNEWS



Greenville Common Pleas

Case Caption: Frank George Rogers , plaintiff, et al vs. Joshua Brett Kimbrell ,
defendant, et al
Case Number: 2025CP2304210
Type: Order/Consent Order

So Ordered

Hon Perry H. Gravely, Chief Administrative
Judge-Civil

Electronically signed on 2025-07-22 12:14:51 page 9 of 9