

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

COMTEX, INC. AND
RICHARD A. LACKEY,

Plaintiffs,

v.

EXODUS AIRCRAFT, LLC; FRANK G.
ROGERS; AND JOSHUA KIMBRELL,

Defendants.

IN THE COURT OF COMMON PLEAS

SEVENTH JUDICIAL CIRCUIT

C.A. No. 2025-CP-42-_____

SUMMONS

(ACTION ON PROMISSORY NOTE
AND GUARANTIES)

(NON-JURY)

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby summoned and required to answer the Complaint in this action, a copy of which is attached hereto and herewith served upon you, and to serve a copy of your answer to same upon the undersigned at their offices at 291 S. Pine Street, P.O. Box 2465 (29304), Spartanburg, South Carolina 29302, within thirty (30) days after the service of same, exclusive of the day of such service. If you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

/s/ John B. White, Jr.

John B. White, Jr. (S.C. Bar No. 5996)
Griffin Littlejohn Lynch (S.C. Bar No. 72518)
Christopher R. Jones (S.C. Bar No. 101265)
JOHN B. WHITE, JR., P.A.
291 S. Pine Street
Post Office Box 2465 (29304)
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August 6, 2025
Spartanburg, South Carolina

Counsel for Comtex, Inc. and Richard A. Lackey

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

COMTEX, INC. AND
RICHARD A. LACKEY,

Plaintiffs,

v.

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ROGERS; AND JOSHUA KIMBRELL,

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SEVENTH JUDICIAL CIRCUIT

C.A. No. 2025-CP-42-_____

VERIFIED COMPLAINT

**(ACTION ON PROMISSORY NOTE
AND GUARANTIES)**

(NON-JURY)

The Plaintiffs, Comtex, Inc. ("Comtex") and Richard A. Lackey ("Mr. Lackey") (collectively "Plaintiffs"), complaining of the defendants herein, would show unto this Court as follows:

1. Comtex is a corporation duly organized and existing under the laws of the State of Delaware and is authorized to transact business in South Carolina.
2. Mr. Lackey is a citizen and resident of the County of Greenville, State of South Carolina.
3. Upon information and belief, Exodus Aircraft, LLC ("Exodus") is a Delaware limited liability company with its principal place of business in in the County of Spartanburg, State of South Carolina.
4. Upon information and belief, Frank G. Rogers ("Rogers") is a citizen and resident of the County of Greenville, State of South Carolina.
5. Upon information and belief, Joshua Kimbrell ("Kimbrell") is a citizen and resident of the County of Spartanburg, State of South Carolina.
6. This Court has jurisdiction over the parties and the subject matter of this action, and venue is proper in Spartanburg County.

7. On or about October 26, 2022, Exodus, for valuable consideration, made, executed, and delivered a certain Installment Note, payable to Comtex or Mr. Lackey, in the original principal amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) together with interest and other charges as provided therein (the “Note”). A true and accurate copy of the Note is attached hereto and incorporated herein as Exhibit A.

8. In order to induce Comtex and Mr. Lackey to enter into the aforesaid transaction evidenced by the Note, and to further secure the same, the defendants Rogers and Kimbrell (collectively the “Guarantors”), for consideration, executed written guarantees dated October 26, 2022 whereby the said Guarantors absolutely, unconditionally, and irrevocably guaranteed to Comtex and Mr. Lackey the full and prompt payment of all obligations of Exodus under the Note. *See* Ex. A, ¶¶ 5–6.

9. On or about October 26, 2023, Exodus, for valuable consideration, made, executed, and delivered a certain Installment Note Extension, payable to Comtex or Mr. Lackey, in the original principal amount of Two Hundred Fifty Thousand and No/100 (\$250,000.00) together with interest and other charged as provided therein (the “Extension Note”). A true and accurate copy of the Extension Note is attached hereto and incorporated herein as Exhibit B.

10. In order to induce Comtex and Mr. Lackey to enter into the aforesaid transaction evidenced by the Extension Note, and to further secure the same, the defendants Rogers and Kimbrell (collectively the “Guarantors”), for consideration, executed written guarantees dated October 26, 2023 whereby the said Guarantors absolutely, unconditionally, and irrevocably guaranteed to Comtex and Mr. Lackey the full and prompt payment of all obligations of Exodus under the Extension Note. *See* Ex. B, ¶¶ 5–6.

11. The obligations under the Note and subsequent Extension Note are in default for, among other reasons, Exodus' failure to make payments when due.

12. As a result of the aforesaid defaults, Comtex and Mr. Lackey have exercised their rights to declare the entire balance under the Note and Extension Note immediately due and payable in full.

13. There is now due and owing under the Note and Extension Note—as of August 6, 2025, and exclusive of attorneys' fees, costs of collection, and additional interest since that date—the sum of \$255,303.32, which represents: (1) unpaid principal in the amount of \$250,000.00 and (2) accrued and unpaid interest in the amount of \$5,303.32.

14. Plaintiffs mailed a loan default notice to Exodus, Rogers, and Kimbrell on June 26, 2025. A true and accurate copy of the notice is attached hereto and incorporated herein as Exhibit C.

15. The loan documents provide that the Guarantors would pay all costs and expenses of collection including, but not limited to, reasonable attorneys' fees.

16. Comtex and Mr. Lackey are therefore entitled to judgment against Exodus and the Guarantors, jointly and severally, in the aggregate amount of \$255,303.32, plus additional interest and other amounts properly chargeable to the aforesaid loan, including without limitation, reasonable attorneys' fees and the costs of this action.

WHEREFORE, Comtex and Mr. Lackey pray for judgment against Exodus and the Guarantors, jointly and severally, in the amount of \$255,303.32, plus additional interest after August 6, 2025, together with reasonable attorneys' fees and the costs of this action, and for such other and further relief in Plaintiffs' favor as the Court deems just and proper.

[SIGNATURES ON FOLLOWING PAGE]

/s/ John B. White, Jr.

John B. White, Jr. (S.C. Bar No. 5996)
Griffin Littlejohn Lynch (S.C. Bar No. 72518)
Christopher R. Jones (S.C. Bar No. 101265)
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August 6, 2025
Spartanburg, South Carolina

Counsel for Comtex, Inc. and Richard A. Lackey



STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG

SEVENTH JUDICIAL CIRCUIT

COMTEX, INC. AND
RICHARD A. LACKEY,

Plaintiffs,

C.A. No. 2025-CP-42-_____

v.

**VERIFICATION OF COMPLAINT,
STATEMENT OF ACCOUNT, AND
AFFIDAVIT OF RICHARD A. LACKEY**

EXODUS AIRCRAFT, LLC; FRANK G.
ROGERS; AND JOSHUA KIMBRELL,

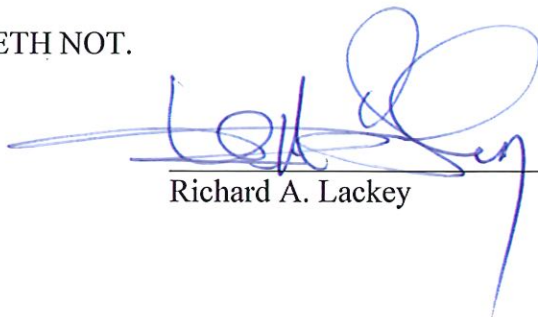
Defendants.

PERSONALLY APPEARED BEFORE ME, Richard A. Lackey, who being first duly sworn, deposes and states as follows:

1. I am the President of Comtex, Inc., a Plaintiff herein, and I am also an individual plaintiff herein.
2. I am over the age of eighteen (18) and competent to make this Affidavit.
3. I am familiar with the loan transaction described in the foregoing Complaint, and I am authorized to make this Affidavit on behalf of myself and Comtex, Inc.
4. The allegations contained in the foregoing Complaint are true to the best of my knowledge and/or based upon the corporate records of Comtex, Inc. and my personal records, except as to those stated upon information and belief, which I believe to be true.
5. The following itemized statement of account is true and correct within my knowledge as of the date below, exclusive of attorneys' fees, costs, and additional interest:

Unpaid principal:	\$250,000.00
Accrued and unpaid interest as of 08/06/2025	<u>\$ 5,303.32</u>
TOTAL DUE as of August 6, 2025:	\$255,303.32

FURTHER DEPONENT SAYETH NOT.


Richard A. Lackey

SWORN and subscribed to before me
This 6th day of August, 2025.



Notary Public for South Carolina
Notary Name: Denise Roberts
My Commission Expires: 7/26/2026



Exhibit A



Installment Note

COMTEX, Inc.

\$ 250,000

October 26, 2022

FOR valued consideration of a requested business loan, Exodus Aircraft, LLC, promises to pay to: COMTEX, Inc. or Richard A. Lackey the principal sum of:

Two Hundred Fifty Thousand DOLLARS (\$250,000) interest only for six (6) months with the remaining Two Hundred and Fifty Thousand DOLLARS (\$250,000) paid in a single payment at the end of the six (6) months. These payments will commence thirty (30) days from the dispensing of funds and will be due each thirty (30) days thereafter until the note is fulfilled. The interest rate on this loan will be at six- and one-half percent (6.5%) per annum.

Such interest to be payable in installments as follows:

Thirteen Hundred and Fifty-four DOLLARS (\$1354.00) monthly. Method of payment will be by check or electronic bank draft.

All such payments on account of the indebtedness evidenced by this note shall be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal.

Payments are to be mailed to PO Box 17618, Greenville, SC 29606, or at such other place as the legal holder of this Note may from time to time in writing appoint if the preferred payment via electronic bank draft is not available

And to secure the payment of said amount, the undersigned hereby authorizes, irrevocably, any attorney of any Court of Record to appear for the undersigned in such Court, in term time or vacation, at any time after maturity, and confess a judgment, without process, in favor of the holder of this Note, for such amount as may appear to be unpaid thereon, together with reasonable costs of collection, including reasonable attorney's fees and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

At the option of the legal holder hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms hereof.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

Frank G. Rogers



Joshua Kimbrell

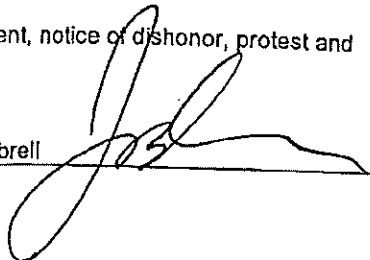


Exhibit B



Installment Note Extension

COMTEX, Inc.

\$ 250,000

October 26, 2023

FOR valued consideration of a requested business loan, Expdus Aircraft, LLC, promises to pay to: COMTEX, Inc. or Richard A. Lackey the principal sum of:

Two Hundred Fifty Thousand DOLLARS (\$250,000) Interest only for twelve (12) months with the remaining Two Hundred and Fifty Thousand DOLLARS (\$250,000) paid in a single payment at the end of the twelve (12) months. These payments will commence thirty (30) days from the dispensing of funds and will be due each thirty (30) days thereafter until the note is fulfilled. The interest rate on this loan will be at six- and one-half percent (6.5%) per annum.

Such interest to be payable in installments as follows:

Thirteen Hundred and Fifty-four DOLLARS (\$1354.00) monthly. Method of payment will be by check or electronic bank draft.

All such payments on account of the indebtedness evidenced by this note shall be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal.

Payments are to be mailed to PO Box 17618, Greenville, SC 29606, or at such other place as the legal holder of this Note may from time to time in writing appoint if the preferred payment via electronic bank draft is not available

And to secure the payment of said amount, the undersigned hereby authorizes, irrevocably, any attorney of any Court of Record to appear for the undersigned in such Court, in term time or vacation, at any time after maturity, and confess a judgment, without process, in favor of the holder of this Note, for such amount as may appear to be unpaid thereon, together with reasonable costs of collection, including reasonable attorney's fees and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

At the option of the legal holder hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms hereof.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

Frank G. Rogers

Joshua Kimbrell

Richard A. Lackey

Date: 11/29/23

Exodus Aircraft, LLC \$250K Interest Only Six (6) Month Balloon Note
Six(6) month term

<u>Due Date</u>	<u>\$ Due</u>	<u>Date Paid</u>	<u>\$ Paid</u>	<u>Ck #</u>	<u>Payer</u>	Bal. Due	Over Pmt	Total OP
11/26/22	\$1,354.00	12/1/2022	\$1,354.00	1100	Ex Air	\$0.00		
12/26/22	\$1,354.00	1/31/2023	\$1,350.00	1048	JBK	\$4.00		
01/26/23	\$1,354.00					\$1,358.00		
02/26/23	\$1,354.00					\$2,712.00		
03/26/23	\$1,354.00					\$4,066.00		
04/26/23	\$1,354.00					\$5,420.00		
05/26/23	\$1,354.00	5/16/2023	\$2,200.00	1138	Ex Air	\$4,574.00		
		6/27/2023	\$4,574.00	WT	Ex Air	\$0.00		
Totals	\$9,478.00		\$9,478.00					

Loan Renewal Dated 4/26/23 Six(6) month term

06/26/23	\$1,354.00	7/7/2023	\$1,667.00	1175	Ex Air	\$0.00	\$313.00	\$313.00
07/26/23	\$1,354.00	7/7/2023	\$1,667.00	3007	JBK/Pinnacle	\$0.00	\$313.00	\$626.00
08/26/23	\$1,354.00	8/16/2023	\$1,354.00	1178	Ex Air	\$0.00		
09/26/23	\$1,354.00	10/15/2023	\$2,916.67	1155	Ex Air	\$0.00	\$1,562.67	\$2,188.67
10/26/23	\$1,354.00	10/15/2023	"	"	"	\$0.00		\$834.67
11/26/23	\$1,354.00	12/8/2023	\$1,873.33	1198	Ex Air	\$0.00		\$1,354.00
Totals	\$8,124.00		\$9,478.00					

Loan Renewal Dated 10/26/23 1 year term thru 10/26/24

12/26/23	\$1,354.00	12/8/2023	\$1,354.00	1198	Ex Air	\$0.00		
01/26/24	\$1,354.00	1/8/2024	\$1,354.00	6001	Ex Air	\$0.00		
02/26/24	\$1,354.00	3/8/2024	\$2,708.00	6006	JBK/Pinnacle	\$0.00		
03/26/24	\$1,354.00	3/8/2024	"	"	"	\$0.00		
04/26/24	\$1,354.00	4/15/2024	\$1,354.00	8000	"	\$0.00		
End of COMTEX 2023/24 Tax Year								
05/26/24	\$1,354.00	6/11/2024	\$1,354.00	8002	"	\$0.00		
06/26/24	\$1,354.00	9/12/2024	\$1,354.00	3505	Ex Air	\$0.00		
07/26/24	\$1,354.00	9/12/2024	\$1,354.00	3513	JBK/Pinnacle	\$0.00		
08/26/24	\$1,354.00					\$1,354.00		
09/26/24	\$1,354.00					\$2,708.00		
10/26/24	\$1,354.00					\$4,062.00		
11/26/24	\$1,354.00	12/16/2024	\$3,000.00	EWT		\$2,416.00		
Totals	\$16,248		\$13,832.00					

Loan Renewal Dated 11/26/24 - six(6) month term thru 5/26/25

12/26/2024	\$1,354.00	1/3/2025	\$1,500.00	EWT		\$2,270.00		
1/26/2025	\$1,354.00	1/31/2025	\$1,354.00	3511	JBK/Pinnacle	\$2,270.00		
2/26/2025	\$1,354.00	1/31/2025	\$4,062.00	3510	"	\$1,792.00		
3/26/2025	\$1,354.00	"	"	"	"	\$438.00		
4/26/2025	\$1,354.00	4/30/2025	\$1,500.00	EWT		\$584.00		
5/26/2025	\$1,354.00							

Totals **\$8,124.00** **\$8,416.00**

Exhibit C



LOAN DEFAULT NOTICE

COMTEX, Inc.

June 26, 2025

To: Frank Rogers, Guarantor
Josh Kimbrell, Guarantor

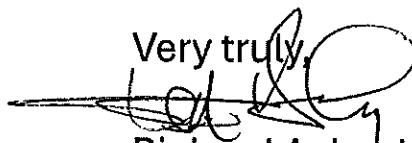
Reference is made to a certain promissory note under date of October 26, 2023, in the original amount of \$250,000 with interest at 6.5% per annum.

You have defaulted under said note in that the interest only installments in the amount of \$1354/month for the months of April and May of 2025 have not been paid. In addition, the latest six (6) month extension expired on 5/26/2025 with no request for an extension.

Accordingly, demand is hereby made upon you for full payment of the entire balance on the said note in the amount of \$250,000, including accrued interest to date of \$3478. Additional interest of \$44.52 will accrue daily until paid in full.

In the event the entire balance is not paid within the next fourteen (14) days, we shall refer this matter to our attorney resulting in additional costs of collection.

Very truly,



Richard A. Lackey, President
COMTEX, Inc.

COMTEX, Inc.
PO Box 17618
Greenville, SC 29606



EXODUS AIRCRAFT, LLC
500 AMMONS ROAD
SUITE 204
SPARTANBURG, SC 29306
Attn: JESS KIMBLE



COMTEX, Inc.
PO Box 17618
Greenville, SC 29606



EXODUS AIRCRAFT, LLC
525 WOODRUFF ROAD
GREENVILLE, SC 29607
Attn: FIZAK ROGERS