

*348759

CAUSE NO. 1242984NAVITAS CREDIT CORP.
Plaintiff,

V.

PHASE ONE SERVICES, LLC
and ASHLEY N. WILLIAMS
Defendants§
§
§
§
§
§
§

IN THE COUNTY COURT

AT LAW NUMBER ____

HARRIS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the Plaintiff, NAVITAS CREDIT CORP. ("Navitas"), by and through its attorneys, HOSTO & CARDIS, PLLC, complaining of Defendants, PHASE ONE SERVICES, LLC ("PHASE ONE") AND ASHLEY N. WILLIAMS ("Williams" and collectively, the "Defendants") and files this its Original Petition, and for its cause of action would respectfully show the Court the following:

I.**DISCOVERY LEVEL**

1. Pursuant to Rule 190 of the Texas Rules of Civil Procedure, Plaintiff hereby elects that all discovery shall be conducted under Level I of said rule. Pursuant to Rule 47 of the Texas Rules of Civil Procedure, Plaintiff affirmatively seeks monetary relief of \$250,000.00 or less, excluding interest, statutory or punitive damages and penalties, and attorney fees and costs.

II.**PARTIES AND JURISDICTIONS**

2. Plaintiff, Navitas Credit Corp. ("Navitas" or "Plaintiff") is a South Carolina For-Profit Corporation with its principal place of business at 201 Executive Center Drive, Suite 100, in Columbia, SC 29210 and is fully authorized to conduct business in the state of Texas.

3. Defendant PHASE ONE is a Texas limited liability company and may be served with appropriate process through its Registered Agent, Ashley N. Williams, 7544 FM 1960 Road East 1002, Humble TX 77346. Ms. Williams may also be found at Phase One's principal place of business, 12910 Breezy Meadow Lane, Houston TX 77044.

4. Defendant Williams is an adult individual and citizen of Texas (SSN: #XXX-XX-X889) and may be served with appropriate process at 12910 Breezy Meadow Lane, Houston TX 77044, or wherever she may be found.

5. Jurisdiction is proper in this Court as the amount in controversy is within the jurisdictional limits of this Court.

III. **BACKGROUND FACTS**

6. On April 15, 2022, PHASE ONE executed a certain Equipment Finance Agreement (the "Agreement") with Navitas, wherein Navitas as secured party provided third-party financing for PHASE ONE's purchase of a 2016 Freightliner Columbia Sleeper Truck bearing VIN: 3ALXA7007GDGV6192 (the "Equipment") for use in PHASE ONE's business operations. Navitas accepted and executed the Agreement on April 20, 2022, at its account servicing operation in South Carolina.

7. Pursuant to the terms of the Agreement, PHASE ONE agreed to pay Navitas one (1) prepayment in the amount of \$2,269.38, followed by consecutive monthly payments in the amount of \$1,774.38 for thirty-six (36) consecutive months. A true and correct copy of the Agreement, along with all referenced schedules and addenda, is attached hereto and incorporated herein by reference for all purposes as **Exhibit A**.

8. In conjunction with the execution of the Agreement and as an inducement for Navitas to enter into the Agreement with PHASE ONE, Williams executed an unconditional

guaranty (the “Guaranty”), wherein Williams guaranteed to Navitas full and prompt payment and performance of PHASE ONE’s obligations under the Agreement. A true and correct copy of the Guaranty is incorporated into the first page of the Agreement, which is attached hereto and incorporated herein by reference for all purposes as **Exhibit A**.

9. Despite Plaintiff’s performance, Defendants failed to timely make the payment due on November 15, 2023, and all payments due thereafter under the terms of the Agreement.

10. Accordingly, Plaintiff declared PHASE ONE and Williams, as guarantor, in default under the Agreement and Guaranty, respectively. Navitas accelerated the remaining payments due thereunder in accordance with the terms of the Agreement.

11. After accounting for all lawful offsets, payments, and credits, the balance owed by Defendants under the Agreement and Guaranty as of October 17, 2024, was \$50,471.16 (consisting of principal of \$40,648.66 and accrued pre-judgment interest of \$9,822.50 through such date), plus additional accruing prejudgment interest at the contract rate of 1½% per month (i.e. 18% annually) or \$20.0459 per diem and all other contractual-applicable charges. Please see attached the Affidavit of Jennifer Smaracko, Legal Manager for Navitas, a true and correct copy of which is attached hereto and incorporated herein by reference for all purposes as **Exhibit B**.

12. Navitas has fully performed its obligations under the Agreement. All conditions precedent to Plaintiff’s right to recover judgment and attorney fees from Defendants have been performed or have occurred and all notices required have been given or have been waived.

IV. **CAUSES OF ACTION**

COUNT I: BREACH OF CONTRACT

13. Plaintiff incorporates herein all prior and subsequent allegations set forth in this petition.

14. Defendants defaulted under the terms of the Agreement and Guaranty and have failed and refused to pay all monthly installments when due under the terms of the Agreement.

15. Plaintiff has demanded payment from Defendants for the past due installments, but Defendants have failed and refused to pay said past due installments or any part thereof.

16. Plaintiff has accelerated the maturity of the Agreement in accordance with its terms and has declared the entire unpaid balance due and owing.

17. After the allowance of all offsets, payments, and credits, Defendants are indebted to Plaintiff in the amount of \$50,471.16 as of October 17, 2024 (consisting of principal of \$40,648.66 and accrued pre-judgment interest of \$9,822.50 through such date), plus additional prejudgment interest which continues to accrue at the contract rate of 1½% per month (i.e. 18% annually) or \$20.0459 per diem, all of which is due, unpaid and owing.

COUNT II: BREACH OF GUARANTY

18. Plaintiff incorporates herein all prior and subsequent allegations set forth in this petition.

19. Under the terms of the Guaranty, Williams, as Guarantor, became unconditionally liable to Plaintiff for the full payment and performance of all PHASE ONE's obligations to Plaintiff under the Agreement.

20. Williams failed to pay or perform the obligations of PHASE ONE as required under the Guaranty. Such failure was a breach of the Guaranty.

21. Because of Williams' default under the Guaranty, Plaintiff has been damaged in the amount of \$50,471.16 (consisting of principal of \$40,648.66 and accrued pre-judgment interest of \$9,822.50 through October 17, 2024), plus additional prejudgment interest which continues to accrue at the contract rate of 1½% per month (i.e. 18% annually) or \$20.0459 per diem for which it now seeks judgment against Williams.

COUNT III: ATTORNEY FEES

22. Upon Defendants' failure to pay the amounts due and owing to Plaintiff under the Agreement and Guaranty, Plaintiff placed said contracts in the hands of the undersigned law firm for enforcement and has agreed to pay said law firm reasonable attorney fees for its services for which Defendants have become liable by the terms of the Agreement and Guaranty, and by virtue of Article 38.001 *et seq.* of the Texas Civil Practice and Remedies Code.

V.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays Defendants be cited to appear and answer herein; that upon final hearing, Plaintiff be awarded judgment against Defendants, jointly and severally, in the sum of \$50,471.16 (consisting of principal of \$40,648.66 and accrued pre-judgment interest of \$9,822.50 as of October 17, 2024), plus additional prejudgment interest which continues to accrue at the contract rate of 1½% per month (i.e. 18% annually) or \$20.0459 per diem, for its costs of Court, post-judgment interest as provided by law and attorney fees, and such other relief, special or general, at law or in equity, to which Plaintiff is justly entitled.

Respectfully submitted,

HOSTO & CARDIS, PLLC

/s/ Frank J. Cardis

Frank J. Cardis, State Bar No. 24119387

fcardis@hosto.com

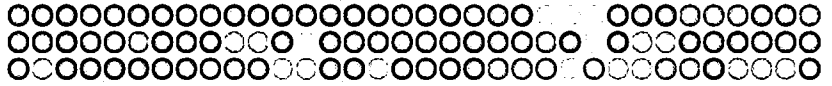
P.O. Box 3397 | Little Rock, AR 72203

(866) 530-7442, ext. 217 | (501) 375-3670-Fax

Attorneys for Plaintiff, Navitas Credit Corp.



A UNITED COMMUNITY BANK COMPANY



TITLED ADDENDUM

Equipment Finance Agreement No. 20091780 (the "Agreement")

THIS TITLED ADDENDUM (the "Addendum") is made pursuant to the Agreement between the Secured Party and Borrower identified below. All capitalized terms not herein defined shall have the meaning set forth in said Agreement and all terms and conditions of the Agreement shall remain in full force and effect except to the extent modified by this Addendum. To the extent that any terms of this Addendum conflict with the provisions of the Agreement, the terms of this Addendum shall control.

- A. **Titled Equipment.** Borrower shall provide to Secured Party the original certificate of title (or proof of an electronic certificate of title if an applicable jurisdiction utilizes electronic titling) with respect to all item(s) of Equipment which are subject to any state or jurisdiction's certificate of title law ("Title Equipment") showing Secured Party and its successors and/or assigns as lienholder within a reasonable time following the date of this Agreement so long as Borrower has provided the title application to Secured Party and is taking reasonable steps to effectuate the notation of Secured Party's lien. Borrower will do whatever Secured Party deems necessary to have a statement of the lien and first security interest of Secured Party in the Titled Equipment noted on any certificate of title relating thereto. If Borrower fails to effectuate the delivery of such certificate of title in the timeframe above, Borrower agrees to pay to Secured Party, as compensation for the loss of Secured Party's bargain, a **non-refundable and recurring monthly fee in an amount of up to \$99.00** if Borrower does not comply with terms of this Addendum, fails to take such actions which Secured Party deems necessary at Secured Party's sole discretion so that Borrower may achieve compliance with the terms hereof or if Borrower has failed to deliver a title application stated above. The fee shall be payable on a recurring monthly basis for each month in which Borrower is not in compliance with the terms of this Addendum. The foregoing fee is not a penalty and is compensation to Secured Party as a result of the loss of Secured Party's bargain. This is not an election of remedies, nor does it exhaust or waive the other rights of Secured Party under the Agreement.
- B. **Power of Attorney.** Borrower hereby irrevocably appoints Secured Party and its designee and authorizes and grants to Secured Party and such designee a power of attorney in Borrower's name to Borrower's designee-in-fact to apply for and execute a certificate of title and/or notice of liens for any Title Equipment where Title Equipment is located. This power of attorney may be used and/or to transfer title thereto upon the exercise by Secured Party of its remedies.
- C. **Additional Covenants; Default.** Without Secured Party's prior written consent, Borrower shall not (a) permit any Titled Equipment to be located in a state or jurisdiction other than the state in which such Titled Equipment is currently titled for any continuous period of time that could subject such Titled Equipment to the licensing or registration laws of another state or jurisdiction; (b) use the Titled Equipment to transport persons for hire; (c) use the Titled Equipment to transport, deliver any "hazardous materials" and "hazardous substances" as defined under any applicable environmental or regulatory Materials; and (d) permit any unlicensed person or unauthorized user to operate and use the Title Equipment. Failure of Borrower to comply with the terms of this Addendum shall constitute a Default under the Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum, which may be executed electronically and in counterparts, which shall constitute a single fully executed Addendum as of the date set forth above.

SECURED PARTY: Navitas Credit Corp.

By: Amanda Soto
 Title: Customer Service

BORROWER: Phase One Service

DocuSigned by:
 By: [Signature]
 Title: owner



info@navitascredit.com



www.navitascredit.com

EQUIPMENT FINANCE AGREEMENT

82-4155551



NAVITAS CREDIT CORP.
A UNITED COMMUNITY BANK COMPANY

BORROWER: Phase One Services Llc

DBA:

Federal Tax ID#

(hereinafter referred to as "you" or "your")

Address: 12910 Breezy Meadow Ln

City: Houston

State: TX

Zip: 77044

Phone: (832) 931-0871

SECURED PARTY/LENDER: NAVITAS CREDIT CORP.

VENDOR: Ritchie Bros. Auctioneers (America) Inc.

AGREEMENT # 20091780

(hereinafter referred to as "We", "Us", or "Our")

(Vendor is not an agent of Secured Party nor is Vendor authorized to waive or alter any terms of this Agreement)

Equipment Description / Quantity / Serial # / VIN#

(1) 2016 Freightliner Columbia Sleeper Truck 1 3ALXA7007GDGV6192

Term in Months: 36

Monthly Payments:

36 @ \$1,774.38

First Payment: \$1,774.38

Last Payment: \$0.00

Security Deposit: \$0.00

Other: \$495.00

Equipment Location (if different than above address)

12910 Breezy Meadow Ln Houston

Amount Financed: \$50,063.81

INITIAL AMOUNT DUE: \$2,269.38

RMS/AND/CON ONS(PAGE 1 OF 2) = PLEASE READ CAREFULLY BEFORE SIGNING

1. **AGREEMENT:** You warrant that you are the owner of the above equipment and have title to the Equipment, free and clear of all liens, claims, and other encumbrances. You agree to execute and deliver to us all documents and instruments necessary to perfect our security interest in the Equipment, including but not limited to a UCC-1 financing statement. You agree to execute and deliver to us all documents and instruments necessary to perfect our security interest in the Equipment, including but not limited to a UCC-1 financing statement. You agree to execute and deliver to us all documents and instruments necessary to perfect our security interest in the Equipment, including but not limited to a UCC-1 financing statement.

2. **TERM:** This Agreement shall be in full force and effect from the date of execution hereof until the date of the final payment. The term of this Agreement shall terminate upon the date of the final payment. The term of this Agreement shall terminate upon the date of the final payment. The term of this Agreement shall terminate upon the date of the final payment. The term of this Agreement shall terminate upon the date of the final payment. The term of this Agreement shall terminate upon the date of the final payment.

3. **EQUIPMENT:** You agree that you are the owner of and have title to the Equipment, free and clear of all liens, claims, and other encumbrances. You agree to execute and deliver to us all documents and instruments necessary to perfect our security interest in the Equipment, including but not limited to a UCC-1 financing statement. You agree to execute and deliver to us all documents and instruments necessary to perfect our security interest in the Equipment, including but not limited to a UCC-1 financing statement. You agree to execute and deliver to us all documents and instruments necessary to perfect our security interest in the Equipment, including but not limited to a UCC-1 financing statement.

TERMS/AND/CONDITIONS(PAGE 1 OF 2) = PLEASE READ CAREFULLY BEFORE SIGNING

By signing this Agreement you acknowledge that you have read and understand the terms and conditions on each page of this Agreement. You warrant that the person signing this Agreement on your behalf has the authority to do so and to grant the power of attorney set forth in Section 13 of this Agreement.

I AM AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF BORROWER:

X: Date Signed: 4/15/2022

Print Name & Title: Ashley Williams Owner

ACCEPTED BY SECURED PARTY: NAVITAS

By: Date Accepted: 4/20/2022

Print Name & Title: Amanda Soto Customer Service

UNCONDITIONAL GUARANTY:

For the purposes of this Guaranty, "you" and "your" refer to the person making the guaranty. "We", "us" and "our" refer to the Secured Party, our successors or assigns. You acknowledge that you have read and understood the Agreement and this Guaranty and that this is an irrevocable, joint, several and continuing guaranty. You agree that you have an interest in the Borrower's business, economic or otherwise, and that we would not enter into this Agreement without this Guaranty. You unconditionally guaranty that the Borrower will fully and promptly pay all its obligations under the Agreement and any future Agreements with us when they are due and will perform all its other obligations under the Agreement even if we modify or renew the Agreement, or if any payments made by the Borrower are rescinded or returned upon the insolvency, bankruptcy or reorganization of the Borrower, as if the payment had not been made. We do not have to notify you if the Borrower is in default under the Agreement. If the Borrower defaults, you will immediately pay and perform all obligations due under the Agreement. You agree that you will not be released or discharged if we: (i) fail to perfect a security interest in the Equipment or any other property which secures the obligations of Borrower or you to us ("Collateral"); (ii) fail to protect the Collateral; or (iii) abandon or release the Collateral or any obligor under the Agreement or this Guaranty. You agree that we do not have to proceed first against the Borrower or any Collateral. You hereby waive any right of exoneration, notice of acceptance of this Guaranty and of all other notices or demands of any kind in which you may be entitled to except for demand for payment. You will reimburse all expenses we incur in enforcing our rights against Borrower or you, including, without limitation, attorney's fees and costs. We may obtain information from and report to credit reporting agencies to enter into the Agreement or to enforce this Guaranty. You consent to personal jurisdiction, forum, choice of law and jury trial and transfer of venue waiver as stated in section 17. YOU AND WE EACH WAIVE TRIAL BY JURY IN ANY ACTION RELATING TO THE AGREEMENT OR THIS GUARANTY. This Guaranty may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

X: Date Signed: 4/15/2022

Print Name: Ashley Williams

X: Date Signed:

Print Name:

TERMS AND CONDITIONS (PAGE 2 OF 2) - PLEASE READ CAREFULLY BEFORE SIGNING

one week of such event to: (i) repair or replace the Equipment or (ii) pay to us the unpaid balance of the remaining Payments hereunder discounted to present value at the rate of three percent (3%) (or such greater amount that may be required by law) plus any other amounts due or to become due hereunder. **UNDER NO CIRCUMSTANCES ARE WE RESPONSIBLE FOR SERVICE OR MAINTENANCE ON THE EQUIPMENT.**

8. TAXES: You will pay when due to your appropriate taxing authority, all taxes, fines and penalties relating to this Agreement or the Equipment, and any applicable registration or titling fees or other governmental charges, that are now or in the future assessed or levied by any government authority or required for the lawful possession and use of the Equipment. Sales taxes due upon the purchase of the Equipment and any other such governmental charges, if included in the purchase price, may be financed hereunder.

9. INDEMNITY: We are not responsible for any injuries or losses to you or any other person or property caused by the installation, operation, maintenance, ownership, possession or use of the Equipment. You agree to reimburse us for, hold us harmless from, and defend us against any claims made against us, and for losses or injuries suffered by us, including, without limitation, those arising out of the negligence, tort, or claims. This indemnity shall continue even after the Term has expired.

10. INSURANCE: You agree to maintain insurance, comprehensive liability insurance, against the loss of or damage to the Equipment for an amount not less than the replacement value of the Equipment. You agree to name us and our assigns as the primary loss payee. If you fail to properly loss insure the Equipment, we may, but are not obligated to, obtain and maintain insurance for the Equipment in the form and amounts we deem reasonable. (i) you will reimburse the premium, which may be more than a premium that you might pay if you obtain insurance; (ii) the premium may be a profit to us and/or investment in reinsurance or otherwise; and (iii) we will not name our interests may not be fully protected. Any insurance proceeds we receive, at our option, to repair or replace the Equipment, or to reimburse us for the loss of or damage to the Equipment, or to become due hereunder, discounted at three percent (3%) (or such greater amount that may be required by law).

11. DEFAULT: You will be in default of this Agreement if: (i) you fail to pay any amount due; (ii) you break any of your promises or representations to us; (iii) you become insolvent, commence dissolution proceedings, assign your assets for the benefit of your creditors, or a trustee is appointed to take control of your assets (voluntarily or involuntarily) into a bankruptcy or other insolvency proceeding; (iv) you have made any untrue or misleading representations to us; (v) any guarantor dies; or (vi) you change your name, state of residence, chief executive office and/or place of residence without providing us with 30 days prior written notice of such change.

12. REMEDIES: In the event of a default by you, we can: (i) accelerate and demand that you pay all the remaining Payments due under this Agreement; (ii) declare this Agreement terminated; (iii) disable the Equipment or require that you remove any or all remedial actions or repairs to the Equipment; (iv) accelerate and demand that you pay all the remaining Payments due under this Agreement; (v) pursue any of the remedies available to us under the UCC or any other law, including repossession of the Equipment or other Collateral. Interest shall accrue on all amounts due us from the date of default until paid at the rate of the lesser of (i) one and one-half percent (1.5%) per month and (ii) the maximum rate permitted by law ("Remedy Interest Rate"). You agree to reimburse us for charges, costs, expenses and attorney's fees that we have to pay to enforce this Agreement. You return the Equipment pursuant to clause "(iii)" above or we take possession of the Equipment. You agree to pay the cost of repossession, storing, shipping, repairing and selling or leasing the Equipment. You agree that we do not have to notify you that we are selling or leasing the Equipment except as otherwise required by law. You also agree that we are entitled to abandon the Equipment if we believe it to be in our best interest.

13. BORROWER REPRESENTATIONS AND OTHER AUTHORIZATIONS: You hereby represent, warrant and promise to us that: (i) you have had an adequate opportunity to study this Agreement and consult your legal and other advisors before signing, and this Agreement is enforceable against you in accordance with its terms; (ii) you are not subject to any bankruptcy proceeding; and (iii) if this document was sent by you to us electronically, it has not been altered in any way and any alteration or revision to any part of this or any attached documents will make all such alterations or revisions non-binding and void. You hereby authorize us, and appoint us or our designee as your attorney-in-fact, to endorse insurance proceeds and to execute and file financing statements (naming you as "Debtor") and documents of title and registration (if applicable) on the Equipment or Collateral, and you agree to reimburse us for our out-of-pocket costs relating thereto.

14. FEES AND CHARGES: If any part of any Payment is not made by you when due, you agree to pay us fifteen percent (15%) of each past due amount (or the maximum amount permitted by law, if less than 15%). You agree to pay an administrative fee of fifty dollars (\$50.00) if any check or ACH is dishonored or returned. **AS A MATERIAL INDUCEMENT TO US TO ENTER INTO THIS AGREEMENT AND FINANCE YOUR EQUIPMENT, YOU AGREE THAT IF ANY PAYMENT, CHARGE OR FEE BILLED OR COLLECTED BY US IS FOUND TO EXCEED THE MAXIMUM AMOUNT ALLOWED BY LAW, THEN (I) WE MAY MODIFY ANY SUCH EXCESSIVE AMOUNT BILLED SO AS TO MAKE IT NOT EXCESSIVE, (II) WE MAY REFUND TO YOU THE EXCESSIVE AMOUNT, TOGETHER WITH INTEREST AT THE "REMEDY INTEREST RATE" (AS DEFINED IN SECTION 12), AND (III) THE FOREGOING SHALL BE YOUR EXCLUSIVE REMEDY FOR THE BILLING OR COLLECTING OF THE EXCESSIVE AMOUNTS AND YOU WILL NOT RAISE ANY OTHER CLAIM, COMPLAINT OR OBJECTION WITH RESPECT THERETO.**

15. ENTIRE AGREEMENT; CHANGES: This Agreement contains the entire agreement between you and us relating to the financing of the Equipment, and it may not be terminated or otherwise changed except in writing by both of us. A limiting endorsement on a check or other form of payment will not be effective to modify your obligations or any of the other terms of this Agreement, and we may apply any payment received without being bound by such limiting endorsements.

16. COMPLIANCE; NOTICES: In the event you fail to comply with any terms of this Agreement, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you. If we are required to pay any amount to obtain your compliance, the amount we pay plus all of our expense in causing your compliance, shall become additional obligations and shall be paid by you together with the next due payment. This Agreement is for the benefit of and is binding upon you, your personal representatives, successors and assigns. Any notice required by this Agreement or the UCC shall be deemed to be delivered when a record properly directed to the intended recipient has been (i) deposited with the US Postal Service, (ii) transmitted by facsimile or through the Internet, provided there is reasonably sufficient proof that it was received by the intended recipient; or (iii) has been personally delivered.

CHOICE OF LAW; JURISDICTION: THIS AGREEMENT SHALL NOT BE BINDING UNTIL ACCEPTED BY US IN WRITING, AND YOU HEREBY STIPULATE THAT OUR ACCEPTANCE AND SIGNING OF THIS AGREEMENT IN SOUTH CAROLINA FOLLOWING SIGNATURE MEANS THAT THIS AGREEMENT WAS MADE IN SOUTH CAROLINA. YOU HEREBY ACKNOWLEDGE THAT OUR ACCOUNT SERVICING OPERATIONS (INCLUDING THOSE SERVICING YOUR ACCOUNT) ARE LOCATED IN SOUTH CAROLINA. YOU HEREBY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SOUTH CAROLINA, BUT WITHOUT GIVING EFFECT TO THE LAWS OF SOUTH CAROLINA GOVERNING CHOICE OF LAW. YOU CONSENT TO JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF SOUTH CAROLINA, THE COUNTY OF LEXINGTON, AND AGREE THAT ANY ACTIONS OR REMEDIES INITIATED BY YOU ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT, WHETHER SOUNDING IN BREACH OF CONTRACT, TORT OR OTHERWISE, SHALL BE BROUGHT ONLY IN SUCH COUNTY IN SOUTH CAROLINA; HOWEVER, WE MAY BRING ACTION AGAINST YOU IN ANY STATE OR COURTS OUTSIDE OF SOUTH CAROLINA WE CHOOSE IN OUR SOLE DISCRETION, PROVIDED ONLY THAT SUCH COURT HAS PROPER JURISDICTION. IN THIS AGREEMENT, ASSIGNED BY US, YOU CONSENT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, YOU U.S. STAND/THE AGREEMENT TO SOUTH CAROLINA LA. AND FIN. PERSONAL JURISDICTION IN SOUTH CAROLINA DIRE. MATERIAL INDUCEMENT TO OUR ENTERING INTO THIS. NG YOUR EQUIPMENT. YOU AND WE EACH HEREBY WAIVE TRIAL BY JURY IN A ACTION OR PROCEEDING, WHETHER BROUGHT IN CONTRACT OR TORT, OR AT L OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

18. MISCELLANEOUS: No delay or failure to enforce our rights under this Agreement shall prevent us from enforcing any rights a ter time. If any part of this Agreement is determined to be unenforceable, all other / will remain in f and effect. Any Equipment discounts we may negotiate with V or a it-The original of this Agreement shall be that copy which b , facsimile or original signature, and our electronic or original signature.

PAY/PROCEEDS DIRECTION TO FINANCE AGREEMENT

You hereby irrevocably instruct us to pay the Vendor(s) listed below for the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment has been delivered and is acceptable in all respects OR the Equipment has NOT been delivered but you hereby authorize us to make payment to the Vendor(s) in order to initiate delivery. Disbursement by us in accordance with the foregoing instructions shall constitute payment and delivery to and receipt by you of any and all such proceeds.

DocuSigned by:
X 
(signature) 53E2165A-22214AC...

Print Name & Title: Ashley Williams Owner

Date Signed: 4/15/2022

I hereby authorize, in my absence,

Telephone #

, to verify my direction to disburse funds.

Vendor: Ritchie Bros. Auctioneers (America) Inc.

Vendor:

Vendor:

NCC001620162FA

Certificate Of Completion

Envelope Id: 3AB6EE1DC4CE44A280E23CE888C791

Status: Delivered

Subject: Navitas Credit Corp 20091780 Phase One Services LLC documents

Source Envelope:

Document Pages: 7

Signatures: 8

Envelope Originator:

Certificate Pages: 2

Initials: 6

Michelle Webb

AutoNav: Enabled

203 Fort Wade Road

Envelopeld Stamping: Enabled

Suite 300

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ponte Vedra, FL 32081

mwebb@navitascredit.com

IP Address: 54.84.186.126

Record Tracking

Status: Original

Holder: Michelle Webb

Location: DocuSign

4/15/2022 8:24 AM

mwebb@navitascredit.com

Signer Events

Ashley Williams

ashley.williams@phaseone-logistics.com

Owner

Security Level: Email, Account Authentication (None), Authentication

Signature

DocuSigned by:

53E2169E22214AC...

Signature Adoption: Drawn on device
 Signed by link sent to
 ashley.williams@phaseone-logistics.com
 Using IP Address: 75.21.24.15
 Signed using mobile

Timestamp

Sent: 4/15/2022 8:49:22 AM

Viewed: 4/15/2022 9:32:34 AM

Signed: 4/15/2022 9:39:25 AM

Authentication Details

ID Check:

Transaction: 31015430674245

Result: passed

Vendor ID: LexisNexis

Type: iAuth

Recipient Name Provided by: Recipient

Information Provided for ID Check: Address, SSN9, SSN4, DOB

Performed: 4/15/2022 9:32:17 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

michelle webb

mwebb@navitascredit.com

Navitas Rep

Navitas Credit Corp

Security Level: Email, Account Authentication (None)

Sent: 4/15/2022 12:12:32 PM

Viewed: 4/15/2022 12:12:32 PM

Electronic Record and Signature Disclosure:

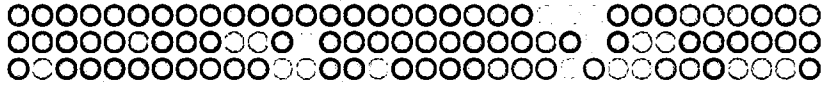
Not Offered via DocuSign

Agent Delivery Events**Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Luke Baran lbaran@tfghfinancial.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/15/2022 8:49:23 AM
TFG Sales tfgsales@navitascredit.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/15/2022 8:49:23 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/15/2022 8:49:23 AM
Certified Delivered	Securitized	4/15/2022 12:12:32 PM
Payment Events	Status	Timestamps



A UNITED COMMUNITY BANK COMPANY



Progress Payment Agreement

Lessee/Borrower/Rentee: Phase One Services Llc
Agreement #: 20091780

In reference to the Agreement **20091780**, between Lessee/Borrower/Rentee and Navitas Credit Corp. as Lessor/Secured Party/Rentor:

You negotiated with your supplier, **Ritch Bros. Auctioneers (America) Inc. ("Supplier")**, to acquire the equipment described in the Agreement (the "Equipment Advance"). Your Supplier requires the payment of all or a substantial portion of the total cost of the equipment (the "Equipment Advance") to be paid to Supplier prior to your receipt and acceptance of the equipment. At our request, we will advance the Equipment Advance to Supplier prior to your receipt and acceptance of the equipment when we receive an invoice from you, but only on the condition that you agree to the following terms:

To induce us to make the Equipment Advance to Supplier prior to your receipt and acceptance of the equipment, **YOU AGREE THAT YOUR OBLIGATION (INCLUDING YOUR PAYMENT OBLIGATIONS) UNDER THE AGREEMENT HEREBY IMMEDIATELY COMMENCES. YOU FURTHER AGREE THAT THE AGREEMENT IS NON-CANCELABLE AND THAT YOU WILL TIMELY PERFORM ALL OF YOUR OBLIGATIONS UNDER THE AGREEMENT, INCLUDING MAKING THE MONTHLY PAYMENTS, WITHOUT ANY CLAIM OF SET-OFF, EVEN IF: (a) SOME OR ALL OF THE EQUIPMENT IS NOT DELIVERED AND/OR INSTALLED; (b) THE EQUIPMENT IS UNTIMELY DELIVERED AND/OR UNTIMELY INSTALLED; AND/OR (c) THE EQUIPMENT DOES NOT, AT THE TIME OF DELIVERY OR THEREAFTER, OPERATE PROPERLY OR THERE IS ANY OTHER NONCONFORMANCE IN THE EQUIPMENT OR IN ANY SERVICE.**

You acknowledge that you understand and agree that in the event you are not satisfied with the delivery or installation of the equipment that you shall only look to persons other than Lessor/Secured Party/Rentor for such as the manufacturer, installer, or Supplier and shall not assert against Lessor/Secured Party/Rentor or any creditor or depository institution any claim or defense you may have with reference to the equipment, its delivery or non-delivery, its installation, or any other matter. By signing this Agreement, you authorize and direct us to pay the Equipment Advance to your Supplier and your promises under the Agreement will be irrevocable and unconditional in all respects and payments shall begin immediately and shall be due continuously thereafter.

A facsimile, electronic, or original copy of your signature on this Agreement bearing our original or electronic authorized signature will be treated as an original.

NAVITAS CREDIT CORP.

Lessor/Secured Party/Rentor

Signature

Amanda Soto
Amanda Soto
 Customer Service

Title

4/20/2022

Date

Phase One Services Llc

Lessee/Borrower/Rentor

DocuSigned by:

Signature

Ashley Williams

Owner

Title

4/15/2022

Date



info@navitascredit.com



www.navitascredit.com

NAVITAS
CREDIT CORP.

A UNITED COMMUNITY BANK COMPANY

**EQUIPMENT ACCEPTANCE AND CONTRACT ACTIVATION**

COMPANY LEGAL NAME: Phase One Services Llc

CONTRACT GUARANTOR: Ashley Williams

Thank you for your business! This is the Equipment Acceptance and Contract Activation for your new lease, finance or rental agreement with Navitas Credit Corp. We would like to review a few things with you before we commence your contract and pay your vendor. For your protection, please provide us the following information:

- Please provide Federal Tax Number [REDACTED]
- Please provide the last 4 digits of your Social Security Number [REDACTED]

VENDOR AND EQUIPMENT INFORMATION
 Vendor Name: Ritchie Bros. Auctioneers (America) Inc.
 Equipment being financed: (1) 2016 Freightliner Columbia Sleeper Truck
 Equipment Location: 12910 Breezy Meadow Ln Houston TX 77044

- Is the above Equipment Location correct? [X] Yes [] No. If no, please provide the correct location address here: _____
 - As per your executed Progress Payment Agreement, at your request, we will advance funds to your vendor prior to the receipt and acceptance of the equipment. We advance 100% of the transaction immediately.
 - Do you authorize us to release funds to your vendor? Yes- [X] No- [] If you are withholding authorization, please state your reason here: _____
- By authorizing us to release funds to your vendor, we want to emphasize that regardless of when the equipment is received, the contract begins in full and is non-cancelable. You have acknowledged that you have no side agreement with the vendor regarding your obligation under the contract nor is the vendor making any payment on your behalf to us.

ACH - MONIES DUE and FUTURE PAYMENTS

If you have provided us with your ACH information in your previously submitted Package, Advance Monies Due per your Contract will be debited TODAY.

If you were required to, or have chosen to have ALL FUTURE payments made through ACH, next draft payment due date in your account will be drafted next month on your due date. Please refer to the chart below for your approximate due date.

Funding Date	Due Date
29th-5th	1st of the Month
6th - 12th	10th of the Month
13th-22nd	15th of the Month
23rd-28th	25th of the Month

TAXES AND INVOICING

- To ensure you meet any tax obligations you may have under this contract, we will bill you as required UNLESS you provide us with a valid Tax Exemption Certificate. You may send it to your Sales Representative or contact the Customer Service department at 888-978-6353. If your contract is a Finance Agreement, taxes not applicable.

- To receive your invoice electronically, please provide your preferred email address.

Ashley.williams@phaseonelogistics.com

- Please provide us the Accounts Payable contact name: Kiarra Adams

Accounts Payable Phone Number: [REDACTED]

Accounts Payable Email address: Accounting@phaseonelogistics.com

By signing below, you confirm all changes or answers provided. If applicable, you authorize Lessor/Secured Party/Rentor to make such changes to your contract. The original of this Agreement shall be that copy which bears your electronic, facsimile or original signature.

DocuSigned by:

Ashley Williams

Owner

4/15/2022

Signature

Name

Title

Date Signed

*348759

AFFIDAVIT OF ACCOUNT

STATE OF SOUTH CAROLINA

§

§

COUNTY OF LEXINGTON

§

Comes now the undersigned Affiant, having first been duly sworn upon his oath, and now states as follows:

1. My name is Jennifer Smaracko. I am a resident of Lexington County. I am a legal adult and am competent to make this affidavit.

2. I am employed as the Legal Manager for Navitas Credit Corp., an authorized Agent of the Plaintiff and, in its capacity, I am personally familiar with the records relating to the account of Phase One Services LLC and Ashley N. Williams.

3. The name of the creditor to whom the account is owed is Navitas Credit Corp., the Plaintiff. Plaintiff, who is the creditor, is pursuing collection of the account.

4. Phase One Services LLC and Ashley N. Williams are the debtors to the Plaintiff and are obligated to pay the account.

5. After all claims, set-offs and credits being applied, Phase One Services LLC and Ashley N. Williams owe the sum of \$50,471.16 as of October 17, 2024, for breach of contract and personal guarantee, which is the subject of this action. Such amount consists of principal of \$40,648.66 plus pre-judgement interest of \$9,822.50 as of October 17, 2024. Pre-judgment interest continues to accrue at the rate of 18.00% per annum from June 15, 2023, the date of default. This amount is exclusive of additional prejudgment interest, costs and attorney's fees, which continue to accumulate.

6. Under the terms of the Agreement, Defendants are liable for all charges, costs, expenses

and attorney's fees incurred in enforcing the Contract which is the subject of this action.

7. Further Affiant saith not.

I SWEAR OR AFFIRM THAT THE INFORMATION STATED IN THIS AFFIDAVIT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Jennifer Smaracko
Jennifer Smaracko
Legal Manager for Navitas Credit Corp.

SUBSCRIBED AND SWORN to before me this 7th day of November, 2024.

Joyce McKulka
Notary Public
My Commission Expires: 02/26/2030

