UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF FLORIDA FORT LAUDERDALE DIVISION

www.flsb.uscourts.gov

| IN RE: | CASE NO.: 22-15/14-PDR |
|---|---------------------------------|
| POMPANO SENIOR SQUADRON FLYING CLUB, INC. | In proceedings under Chapter 11 |
| Debtor. | |
| | _/ |

OBJECTION TO APPLICATION FOR EMPLOYMENT OF EDWARD F. HOLODAK ESQ AND THE LAW FIRM OF EDWARD HOLODAK AS SPECIAL LITIGATION COUNSEL TO DEBTOR

Sunwood, Inc. ("Sunwood") through undersigned counsel files this Objection to

Application For Employment of Edward F. Holodak and the Law Firm of Edward Holodak as

Special Litigation Counsel and in support thereof states as follows:

- 1. On July 26, 2022, (the "Petition Date") the Debtor filed a voluntary petition under Chapter 11, Title 11 Subchapter V of the United States Code.
- 2. Debtor is a tax exempt not- for- profit entity that operates a flying club for the benefit of its members, which include ownership, operation and lease of aircraft. The Debtor has the ability to assess its members for the expenses of the club. **See Exhibit 1**.
- 3. Sunwood procured a judgment against Debtor for unjust enrichment by reason of a \$100,000.00 loan made to the Debtor in the month of September of 2018, which was used in November of 2018 to purchase a plane with serial number N2921S from Southwind Aviation for the sum of \$133,185. **See Exhibit 2**.
- 4. Sunwood advanced the \$100,000 in reliance on the representations made by the Debtor's treasurer at that time, Carl L. Kennedy.

- 5. On or about the time Carl L Kennedy resigned as treasurer, he assigned his security interest in the 4 planes to Sunwood. **See Exhibit 3**.
- 6. On or about April 7, 2020 subsequent to the resignation of Mr. Kennedy, the Debtor commenced a lawsuit against Mr. Kennedy for an "accounting" and challenged the validity of Mr. Kennedy's claims against the Debtor.
- 7. The Debtor's bankruptcy schedules have placed no value on its claims against Mr. Kennedy.
- 8. The Debtor's schedules do not disclose the amount of money which was paid to Mr. Holadek to pursue the litigation against Mr. Kennedy .
- 9. On information and belief Mr. Holadek also represented the Debtor in a litigation against a pro se member who was seeking \$1,700.00 in small claims court. It seems that Mr. Holdak appealed and the pro se club member prevailed on appeal. It doesn't appear there was any cost/benefit analysis by the Debtor or its counsel.
- 10. Debtor's schedules do not attribute any monetary value to the litigation against Mr. Kennedy. If Mr. Kennedy is uncollectible this litigation has no financial benefit to the Debtor's creditors. Accordingly, the litigation will simply divert the Debtor's financial resources to a litigation which has no financial upside, and thus far seems to have put the club in an unacceptable financial situation.
- 11. With respect to the action for an accounting against Mr. Kennedy it would seem that a review of the Debtor's bank statements should have provided the information required to determine any wrong doing on the part of Mr. Kennedy, much more economically than the lawsuit filed against Kennedy by Attorney Holodak.

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12. With respect to the argument raised by Debtor's representative that the litigation

will eliminate "invalid" liens, Sunwood would assert that stripping these liens has no immediate

benefit to the Debtor unless the Debtor is proposing to sell the planes to pay its creditors. Since

there is no plan filed, the creditors cannot determine if the retention of Holadek at this time has

value to them.

13. In summary, the retention of Mr. Holodak is premature since continuation of the

state court litigation has only depleted the estate's resources and caused an entity which is

legally capable of paying its debts in full through member assessments to seek relief in this

court.

Continuation of this litigation before a Subchapter V plan has been filed and a settlement made

with creditors is unreasonable and unnecessary.

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been served on the ECF list electronically on this 13th day of September 2022 and I hereby certify that

I am admitted to the Bar of the United States District Court of the Southern District of Florida

and I am in compliance with the additional qualifications to practice in this Court as set forth in

Local Rule 2090-1(A).

SUSAN D. LASKY PA

320 SE 18 Street

Ft Lauderdale, FL 33316

(954) 400-7474

Sue@SueLasky.com

BY: s/Susan Lasky, Esq.

SUSAN D. LASKY, ESQ.

Florida Bar No. 451096

3

EXHIBIT "1"

July 21, 2022

Dear Members,

This letter is to inform you of a special emergency meeting of the Pompano Beach Flying Club Members, scheduled at 7:00PM, on Friday July 22, 2022 to discuss an urgent legal matter that has caused us to temporarily suspend club operations and ground our aircraft. This meeting will be held via Zoom and your attendance is strongly encouraged.

As you know, The Pompano Beach Flying Club has been involved in a number of on-going legal matters related to the actions of the club's former treasurer. In one of these matters, Sunwood Inc. alleges that they loaned the club \$100,000 in September of 2018. There is no record of this alleged loan in the club's records, no record of the previous board approving the alleged loan, and no record of the members approving the alleged expense as required by the club's bylaws, since it exceeded \$80,000. While PBFC disputes the circumstances of the alleged loan, a review of club records confirms that a deposit of \$100,000 was made into a club account in September of 2018.

When the new board took office in 2020, the outgoing treasurer did not make the incoming board or incoming treasurer aware of this alleged loan from Sunwood and for this reason no payments were ever made. The current board first learned about this alleged loan when served with a lawsuit and a demand for payment in 2021. In May of 2022, Sunwood received a judgment against PBFC in the amount of \$117,627.24 which represents the amount of the alleged loan plus interest and fees.

We attempted to negotiate payment arrangements with Sunwood in good faith, through our attorney, and they rejected our offer. Instead of continuing to negotiate with us and despite being aware of the circumstances, Sunwood has sought to garnish the club's finances resulting in all of our bank accounts being frozen. As a result, we cannot access the club's funds to pay our expenses, forcing us to suspend operations and ground our aircraft.

The board met with legal counsel to discuss our options and to consider a recommendation that the club file for bankruptcy in order to obtain an automatic stay and to obtain a release of the hold on our accounts, allowing us to resume normal operations when we have access to funds while we properly reorganize our debts through the bankruptcy reorganization process.

To pay for the bankruptcy attorney's initial retainer along with the filing fee, we are proposing an immediate assessment of \$165 per member, an amount equal to one month's dues. The funds will be paid into a trust account established by our attorney, for the sole purpose of paying the retainer and the filing fees. Dues for August will be waived, meaning that we will simply pay our August dues early, and pay them into the trust account rather than through Schedule Master (payment instructions will be provided). Going forward, we will incur additional legal expenses associated with the bankruptcy process and we will be able to cover these costs, along with regular expenses, from our operating income and cash on hand.

It is not easy for us to present you with this recommendation and we want you to know that we have thoroughly considered multiple options. One initial option was to take out a loan against the club owned airplanes. However, the former treasurer has placed liens against these 4 airplanes, preventing us from doing so. While we believe these liens are fraudulent, that matter has to be resolved in court and it will not be resolved immediately.

A second option briefly considered was to make a one time, equal assessment on all members for an amount that would allow us to pay the judgment in full. Although this would resolve the Sunwood matter, it would leave the club in a precarious financial situation while also placing a significant burden on our members, something we really do not want to do.

The intent of this meeting is to ensure that all of you are fully informed about the board's intentions and that you have an opportunity to provide input before we proceed. We believe that a decision to file bankruptcy provides our club with the best opportunity to quickly unfreeze our financial accounts, keep our club operating and keep all of us flying while resolving some or all of the lingering legal matters related to the actions of our former treasurer.

We thank you in advance for your attendance at this important meeting.

Sincerely,

Board of Directors

Pompano Beach Flying Club

EXHIBIT "2"

8:54 AM 10/02/18

| | ** | | | | | | | | | | | | | | | | | | | | 100 | | | | | | | | 20 | | 8 | | | |
|------------------------|-----------------|----------------------------|----------------------------|--|--------------------------|----------------------|------------|---|---------------------------|------------------|--------------|--------------------------|-----------------|--------------------------|------------|------------|-----------------|-------------------|-----------------------|----------------------|----------------------|---|------------|--------------------|----------------|--------------------|-------------|--------------|----------------------|--|-----------|---|-----------------------|---|
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| ansactions | | Transactions | Total Deposits and Credits | 09/24/2018 09/25/2018 09/27/2018 | 09/24/2018 09/24/2018 | 09/18/2018 | 09/10/2018 | Deposits and Credits - 10 items 09/05/2018 | Total Checks and Payments | 09/28/2018 | 09/27/2018 | 09/26/2018 | 09/26/2018 | 09/24/2018 | 09/24/2018 | 09/21/2018 | 09/17/2018 | 09/13/2018 | 09/12/2018 | 09/12/2018 | 09/10/2018 | 09/05/2018 | 09/04/2018 | 08/31/2018 | 08/31/2018 | 08/31/2018 | 08/29/2018 | 07/24/2018 | sactions | | Date | Cas | | Pom |
| | | | | | 3 | | | tems | | R | 88 | 38 | 5799 | 5798 | 8 | 8 8 | 몽 | 8 | 5797 | 5795 | 5794 | D 5/93 | 8 | 5790 | 5789 | 5792 | 5785 | 5772 | | | Num | h in Bank | Re | pano Se |
| 50420 | | | | Sunwood Inc | Sanchez, Paul | 33 | | | | Cricket Wireless | Office Depot | About Town Lock & | MS Avionics Inc | Aviation Specialty S | AMEX | Lowes | Time Sync, Inc. | About Town Lock & | Steve himber | Aviation Specialty S | Aviation Specialty S | Jumper, Steven L Horizon Instruments | Wal-Mart | Ayala Loan Payment | Guzman, Charly | Sheltair Pompano B | Bert, John | Trev Kennedy | | | Name | Cash In Bank - B of A, Period Ending 09/30/2018 | Reconciliation Detail | Pompano Senior Squadron Flying Club, Inc. |
| 03/1 | 128,932,31 | 128,932.31 | 148,713.83 | X 2,562.10 X 1,980.00 | X 36,000.00 | / | | | -19,781.52 | | × -26.73 | | 4 | X -148.24 X -2.137.43 | ı. | X -20.51 | | ¥ | × -24.28 × -717.96 | au é lasi | X -1,090.00 | X -/50.00 | × -36.64 | X 424.70 | × -1,366.88 | × -2,003,40 | × -1,700.00 | X -175.00 | | on terrorises on the second se | Ch Amount | ing 09/30/2018 | | ing Club, Inc. |
| | 137,327.61 | 128,932.31 | 148,713.83 | 144,171.73 146,733.83 148,713.83 | 6,171.73 44,171.73 | 6,838.61 7,671.73 | 4,657.97 | 881,84 | -19,781.52 | -19,781.52 | -19,676.52 | -19,549.79 -19,649.79 | -19,399.24 | -16,196.61 -18.334.24 | -16,048.57 | -10,138,04 | -9,994.40 | -9,864.40 | -9,800.8 4 | -9,058.56 | -8,808,56 | -7,105.06 -7,718.56 | -6,355.06 | -6,318.42 | 5,245,28 | -3,878.40 | -1,875.00 | -175.00 | 2 | 8,395.30 | Balance | | | |
| | | 8 | į | 0 | | | | 25. | | •00 | | | i | | | ٠ | | * | | | | 14 | e. | | ** | | | | | | | | | 2 |

Pompano Senior Squadron Flying Club, Inc. Reconciliation Detail Cash In Bank - B of A, Period Ending 09/30/2018

| Ending Balance | Register Balance | Total Uncle | Total D | Deposit Deposit | Total CI | Check | Check | Check | Check | Check | Check | Checks | Туре |
|----------------|-----------------------------------|------------------------------|----------------------------|---|---------------------------|--------------------|--------------------|----------------|--------------------|-------------------|-----------------|-------------------------------|---------|
| | Register Balance as of 09/30/2018 | Total Uncleared Transactions | Total Deposits and Credits | Deposits and Credits - 1 item 09/30/2018 | Total Checks and Payments | 09/30/2018 | 09/30/2018 | 09/30/2018 | 09/30/2018 | 08/30/2018 | 02/23/2018 | Checks and Payments - 6 items | Date |
| | | | 8. | Ä | | 5803 | 5802 | 5800 | 5801 | 5788 | 5691 | tems | Num |
| | | æ | | | | Ayala Loan Payment | Dave Watkins - Int | Guzman, Charly | Sheltair Pompano B | Paul Sanchez Expe | Garanger, Kevin | | Name |
| | | *! | | | | 2 | | | | | | | 유 |
| 122,758.67 | 122,758.67 | -6,173.64 | 1,700.00 | 1,700.00 | -7,873.64 | -00.F1P- | -048.44 | -1,366.88 | -2,003.40 | -1,883.92 | -1,560.00 | | Amount |
| 131,153.97 | 131,153.97 | -6,173.64 | 1,700.00 | 1,700.00 | -7,873.64 | -1,013.0 | 7 979 6/ | 7.410,0 | -0,447.32 | -5,445.92 | -1,560.00 | | Balance |

8:55 AM 12/07/18

Pompano Senior Squadron Flying Club, Inc. Reconciliation Detail Cash In Bank - B of A, Period Ending 11/30/2018

| Type | Date | Num | Name | Cir | Amount | Balance |
|--------------------|--|--------------|--|---------------------------------|------------------------|----------------------------|
| Beginning Balance | | | | 4 | | 132,717.72 |
| Cleared Trans | | | | | | |
| | d Payments - 22 ite 10/27/2018 | ms 5812 | Garanger, Kevin | Х | -1.560.00 | -1,560.00 |
| Check Check | | 5812 5815 | Sheltair Pompano B | â | -2,003.40 | -3,563.40 |
| Check | | 5816 | Guzman, Charly | X | -1,366.88 | -4,930.28 |
| Check | | 5818 | Dave Watkins - Int | X | -648.44 | -5,578.72 |
| Check | | 5817 | Wendy A. Hausmann | X | -500.00 | -6,078.72 |
| Check | | 5814 | Ayala Loan Payment | X | -424.70 | -6,503.42 |
| Check | | DC | Publix | X X X | -14.54 | -6,517.96 |
| Check | | DC | Publix | X | -10.18 | -6,528.14 |
| Check | | Wire | Southwind Aviation, | X | -133,185.00 | -139,713.14 |
| Bill Pmt -Check | | 5819 | Aviation Specialty S | X | -1,627.68 | -141,340.82 |
| Check | | 5820 | Stapor, Thomas | X | -1,465.44 -30.00 | -142,806.26 -142,836.26 |
| Check | 2000 0000 0000 0000 0000 0000 0000 000 | DC | Bank of America | × | -30.00 -27.55 | -142,863.81 |
| Check | | DC | Office Depot | x | -25.00 | -142,888.81 |
| Check | | 5821 | Cash | â | -100.00 | -142,988.81 |
| Check | | DC | Kennedy, Carl Lowes | x | -63.37 | -143,052.18 |
| Check | 11/19/2018 | DC DC | About Town Lock & | x | -59.10 | -143,111.28 |
| Check | 11/21/2018 11/23/2018 | DC | Google ADWS2709 | x | -149.05 | -143,260.33 |
| Check | 11/26/2018 | DC | AMEX | X | -5,000.00 | -148,260.33 |
| Check | 11/26/2018 | DC | · AutoZone | Ŷ | -27.95 | -148,288.28 |
| Check Check | 11/28/2018 | DC | Cricket Wireless | X | -105.00 | -148,393,28 |
| Check | 11/30/2018 | DC | AMEX | X | -2,786.92 | -151,180.20 |
| | cks and Payments | | . ,,,, | | -151,180.20 | -151,180.20 |
| 7,8-7,000 | and Credits - 11 iter | ms | 14 - | | | 8 |
| Deposit | 11/05/2018 | 114 | 0.0 | Х | 5,716.05 | 5,716.05 |
| Deposit | 11/07/2018 | | | X X X X X X X | 767.95 | 6,484.00 |
| Deposit | 11/12/2018 | | 1521 | X | 6,502.08 | 12,986.08 |
| Deposit | 11/14/2018 | | PURCKAS | X | 1,507.49 | 14,493.57 |
| Deposit | 11/20/2018 | | 12: = | X | 1,955.26 | 16,448.83 |
| Deposit | 11/21/2018 | | 1086 | X | 174.48 | 16,623.31 |
| Deposit | 11/21/2018 | | コスミビ | X | 523.06 538.20 | 17,146.37 17,684.57 |
| Deposit | 11/21/2018 | | 18 5 0 | ÷ | 140.00 | 17,824.57 |
| Deposit | 11/29/2018 | | 350 7 | Ŷ | 140.00 | 17,964.57 |
| Deposit Deposit | 11/29/2018 11/29/2018 | | w > 0 | x | 764,00 | 18,728.57 |
| Total Depo | osits and Credits | | PURCKASE NAGALS | | 18,728.57 | 18,728.57 |
| | I Transactions | | 100 | | -132,451.63 | -132,451.63 |
| Cleared Balance | | | \tilde{p} | | -132,451.63 | 266.09 |
| Uncleared T | | | v s | | | |
| Checks a | nd Payments - 6 Ite | | | | 4 000 00 | -1,883.92 |
| Check | 08/30/2018 | 5788 | Paul Sanchez Expe | | -1,883.92 | -1,883.92 -3,887.32 |
| Check | 11/30/2018 | 5823 | Sheltair Pompano B | | -2,003.40 -1,366.88 | -5,254.20 |
| Check | 11/30/2018 | 5827 | Guzman, Charly | | -1,366.88 -648.44 | -5,254.20 |
| Check | 11/30/2018 | 5826 | Dave Watkins - Int Ayala Loan Payment | | -040.44 -424.70 | -6,327.34 |
| Check | 11/30/2018 11/30/2018 | 5824 5825 | Ayala Loan Payment | | -411.00 | -6,738.34 |
| Check | | 3023 | Ayala Loan Fayinone | | -6,738.34 | -6,738.34 |
| | cks and Payments | | | | -6,738.34 | -6,738.34 |
| | red Transactions | | | | -139,189.97 | -6,472.25 |
| Register Balance a | | | * | | 100,100,01 | |
| New Transa | | _ | | 80 | * | 2 |
| | and Credits - 1 Item | n | | ٠ | 3,989.53 | 3,989.53 |
| Deposit | 12/02/2018 | | xo. | | | |
| Total Dep | oosits and Credits | | 9** | | 3,989.53 | 3,989.53 |
| Total New Ti | ransactions | | | | 3,989.53 | 3,989.53 |

EXHIBIT "3"

Paperwink Reduction Act Statement: This information is coloried to provide evidence of security interest. The information is used by the alteral registy in the recording of security interests. We estimate that it will take approximately 30 minutes to complete his form. The information is required to perfect, a security interest in the described coferent. (Tate form or equivalent may be used.) This information and no confidentially is provided. An agency may not conduct or sponsor, and a personals not required to respond to a collection of information unless it relaphys a currently valid OMS control number. The number associated with this collection is 2120-0042.

DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION CIVIL AVIATION REGISTRY AIRCRAFT REGISTRATION BRANCH

P. O. Box 25504 Oklahoma City, Oklahoma 73125 AIRCRAFT SECURITY AGREEMENT

| | hereby cartify that | litis is a tour |
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| Analysis Acid Childian | ×8 |
|--|--|
| NAME & ADDRESS OF DEBTOR Pompano Senior Squadron Flying Club, Inc. | ` 1 |
| 2929 S. Ocean Bivd. Suite 510 | |
| Boca Raton, FL 33432 | |
| | |
| | |
| | 1 |
| NAME & ADDRESS OF SECURED PARTY/ASSIGNOR - | |
| Carl L. Kennedy | |
| 2929 S. Ocean Blvd. Suite 510 | |
| Boca Raton, FL 33432 | |
| | |
| | * |
| | |
| ASSIGNED/NAME & ADDRESS OF ASSIGNEE | a |
| | ABOVE SPACE |
| | FOR FAA USE ONLY |
| | |
| | |
| | |
| |] |
| Date: February 12, 2020 | |
| A security interest is hereby granted to the secured party on the following described collateral: AIRCRAFT (FAA registration number, manufacturer, model, and serial number): | |
| N730077 Binon Airenatt Archan W tDA 20 2012 10 7008 (57 / N/27 VI Discussion Airenated | |
| N30877, Piper Aircraft, (Archer II]PA 28-18], 28-7890457 / N47LH, Piper Aircraft (Ar N7696F, Piper Aircraft, (Warrior]PA 28-151, 28-7715244 / N8633E, Piper Aircraft, (C | herokee 140 JPA 28-140, 28-7625145 |
| NOTICE: ENGINES LESS THAN 550 HORSEPOWER AND PROPELLERS NOT CAPABLE | OF ABSORBING 750 OR MORE |
| RATED SHAFT HORSEPOWER ARE NOT ELIGIBLE FOR RECORDING. | |
| ENGINES (manufacturer, model, and serial number): | |
| N/A PROPELLERS (manufacturer, model, and serial number): | |
| N/A | |
| SPARE PARTS LOCATIONS (air cerrier's name, city, and state): | |
| N/A | |
| | |
| logether with all equipment and accessories attached thereto or used in connection therewith, it | |
| or the equivalent, and propellers capable of absorbing N/A rated takeoff shaft horsepo | wer, described above, all of which |
| are included in the term aircraft as used herein. | dan tu dha an dan amanadi |
| The above described aircraft is hereby mortgaged to the secured party for the purpose of secure FIRST: The payment of all indebtedness evidenced by and according to the terms of that certainst the secure of the s | |
| described, and all renewals and extensions thereof. | an promiseory note, navern delow |
| Note bearing date 12/31/17 executed by the debtor and payable to the order of Carl L. K | ennedy in the aggregate |
| The second secon | rom date, payable in installments as follows: |
| The principal and interest of said note is payable in 84 installments of \$ 1366.88 each | on 31st day of each successive |
| month beginning with the 31st day of Jan . The last payment of \$ 1366.88 is du | e on the 31st day of Dec |
| SECOND: The prompt and faithful discharge and performance of each agreement of the debtor herein | contained made with or for the benefit of the |
| secured party in connection with the indebtedness to secure which this instrument is executed, and the re- | payment of any sums expended or advanced |
| by the secured party for the maintenance or preservation of the property mortgaged hereby or in enforch | ng their rights hereunder. Said debtor hereby |
| declares and hereby warrants to the said secured party that they are the absolute owner of the legal possession thereof, and that the same is free and clear of all liens, encumbrances, and adverse claims with | natsoever, except as follows: (If no liens other |
| than this mortgage, indicate "none".) | |
| AC 8050-98 (2/06) | |
| (100 data / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 / | |
| | |
| | |

| It is the intention of the parties to deliver this instrument in the state of | Florida | | | | | | | |
|---|---|--|--|--|--|--|--|--|
| Provided, however, that if the debtor, their heirs, administrators, successible the terms thereof and shall keep and perform all and singular the tagreement shall be null and void. | ssors, or assignees shall pay said note and the interest thereon in accordance erms, covenants, and agreements in this security agreement, then this security | | | | | | | |
| Time is of the essence of this security agreement, it is hereby agreed that, if default be made in the payment of any part of the principal or interest of the promissory note secured hereby at the time and in the manner therein specified, or if any breach be made of any obligation or promise of the debtor encumbered without the written consent of the secured party may deem himself insecure, then the whole principal sum unpaid upon said promissory immediately become due and payable at the option of the secured party. | | | | | | | | |
| thereof; and remove and self and dispose of the same at public or private by secured party in the taking or saile of said aircraft, including any reason under any provisions thereof, or advanced under the terms of this secur provisions of this security agreement, or secured hereby, with the inter- debtor, or whoever may be lawfully entitled to receive the same. If a defici- | age in any manner provided by law, or the sectired party may at its option, and enter upon the premises where the said aircraft may be and take possession e sale, and from the proceeds of such sale retain all costs and charges incurred mable attorney's fees incurred; also all sums due him on said promissory note, lity, and interest thereon, or due or owing to the said secured party, under any set thereon, and any surplus of such proceeds remaining shall be paid to the stency occurs, the debtor agrees to pay such deficiency forthwith, | | | | | | | |
| | under this mortgage or herein authorized, or at any sale made upon foreclosure | | | | | | | |
| In witness whereof, the debtor has hereunto set its | hand and seal on the day and year first above | | | | | | | |
| ACKNOWLEDGMENT: NAME OF DI (If required by applicable local law) | EBTOR Pompano Senior Squadron Flying Club, Inc. | | | | | | | |
| (i reclaised by applicable rocal law) SIGNATURE | (S) (IN INK) Jun 11 Amiller | | | | | | | |
| | (If executed for co-ownership, all must sign) | | | | | | | |
| TITLE Pres | | | | | | | | |
| | (If signed for a corporation, partnership, owner, or agent) | | | | | | | |
| ASSIGNMENT B | Y SECURED PARTY | | | | | | | |
| authorizes the said assignee to do every act and thing necessary to co | sign, and transfer all right, title, and interest in and to the foregoing note and enamed on the face of this instrument at the address given, and hereby liect and discharge the same. The undersigned secured party warrants and wful cloims and demends except the rights of the maker. The undersigned surfly interest in the said alroad. (A Guaranty Clause or any other provisions the included in the following space.) | | | | | | | |
| Dated this 21 day of March, 2002 | | | | | | | | |
| ACKNOWLEDGMENT: NAME OF SECURED | PARTY (ASSIGNOR) CAT L. Kennedy | | | | | | | |
| If required by applicable local law) SIGNATURE(S) (IN II | NRO 1 | | | | | | | |
| | Alf excepted for co-ownership, all must sign) | | | | | | | |
| TITLE | | | | | | | | |
| | (If signed for a corporation, partnership, owner, or agent) | | | | | | | |
| OF TITLE 49. UNITED STATES CODE, AND THE REGULATIONS ISSUE | CURITY AGREEMENT WHICH MEETS THE RECORDING REQUIREMENTS OF THEREUNDER, IN ADDITION TO THESE REQUIREMENTS, THE FORM NOW WITH THE PERTINENT PROVISIONS OF LOCAL STATUTES AND RODUCED. | | | | | | | |
| SEND, WITH APPROPRIATE FEE, TO | 2: AIRCRAFT REGISTRATION BRANCH P.O. BOX 25504 OKLAHOMA CITY, OKLAHOMA 73125-0504 | | | | | | | |

AC 8050-98 (2/06)

Case 22-15714-PDR Doc 48 Filed 09/13/22 Pompano Senior Squadron Flying Club, Inc.

Label Matrix for local noticing 113C-0 1421 South Ocean Boulevard

Case 22-15714-PDR

Fort Lauderdale

Tue Sep 13 15:48:56 EDT 2022

Southern District of Florida

Air Power, Inc.

4912 S. Collins Street Arlington, TX 76018-1135

Alessandro Potenti 1410 Middle River Drive

Fort Lauderdale, Florida 33304-1526

Andrew Bilukha 12629 NW 13th Court

Sunrise, FL 33323-3155

Anthony Astray-Caneda 20976 Up Town Avenue

Apartment 410

Boca Raton, FL 33428-6576

Arthur J. Gallagher Risk Management

Services, Inc. 2580 Foxfield Road

Suite 203

Saint Charles, IL 60174-1409

Brain Butzer

19721 118th Trail South Boca Raton, FL 33498-6506

Carl L. J+Kennedy, II 2929 S. Ocean Boulevard

Suite 510

Boca Raton, FL 33432-8323

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The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Internal Revenue Service Compliance Services Insolvency STOP 5730 7850 Southwest 6th Court Plantation, FL 33324

Craig A. Pugatch Esq 101 NE 3 Ave #1800 Ft Lauderdale, FL 33301

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Addresses marked (c) above for the following entity/entities were corrected as required by the USPS Locatable Address Conversion System (LACS).

Jeffrey Blake 1961 SE 18th Street Lauderdale By The Sea, FL 33062

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) Sunwood, Inc.

(u) Airworthy Services, LLC

(u) Paul K. Sanchez

(u)Bruce Ayala
Aviation Legal Counsel
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Fort Lauderdale

End of Label Matrix
Mailable recipients 112
Bypassed recipients 4
Total 116