

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re:

FLOAT Alaska LLC, *et al.*

Debtors.<sup>1</sup>

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)

) Chapter 11

)

) Case No. 26-10075 (CTG)

) (Jointly Administered)

)

) **Hearing Date:**

) **May 13, 2026, at 1 p.m. (ET)**

) **Objection Deadline:**

) **May 6 2026, at 4 p.m. (ET)**

)

**BISCHOFF AEROSPACE INC.’S  
MOTION TO LIFT THE AUTOMATIC STAY**

Bischoff Aerospace, Inc. (“Bischoff Aerospace”), a Florida Corporation, by and through its undersigned counsel, hereby files this motion to lift the automatic stay pursuant to § 362 of the Bankruptcy Code (11 U.S.C. § 101, *et seq.*) (the “Bankruptcy Code”) to allow the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the “Florida Court”) to adjudicate Bischoff Aerospace’s pre-petition case (the “Florida Case”) against debtors New Pacific Airlines, Inc. and Float Alaska Holdings LLC, and against their non-debtor

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal EIN, are: FLOAT Alaska LLC (3705), Corvus Alaska Holdings Inc. (9732), FLOAT Alaska Holdings LLC (8617), FLOAT Alaska IP LLC (1986), New Pacific Airlines, Inc. (7666), FlyCoin, Inc. (2816), and FLOAT Shuttle Inc. (4269). The Debtors’ mailing address is 101 W Mission Blvd, #110-201, Pomona, CA 91766.

principals Josh Jones (“Jones”), Tom Hsieh (“Hsieh”) and Joel Rhodes (“Rhodes”; together with Jones and Hsieh, the “Individuals”).

### **PRELIMINARY STATEMENT**

1. At the direction of Josh Jones—the Debtors’ principal and the holder of the largest secured claim in this case—Joel Rhodes intentionally made a series of misrepresentations about the Debtors’ financial well-being to induce Bischoff Aerospace to extend credit in connection with Aircraft on Ground (“AOG”) work that would restore a Boeing 757-2B7 (tail number N628NP, serial number 27809) (the “Aircraft”) to airworthy status. The lies told by the Individuals ran the gamut and included misrepresenting who owned the Aircraft, the state of the Debtors’ operations, the existence of a new hangar, the Debtors’ fleet expansion plan, and ultimately to Defendants’ ability to pay for the AOG work. At the same time that the Debtors and their senior leadership were making these false financial representations to Bischoff Aerospace, they were contemplating the liquidation of their aircraft fleet, the possibility of a bankruptcy, and the potential for Jones to acquire the Debtors’ senior secured debt.

2. Getting Bischoff Aerospace to perform the AOG work without intending to pay for those repairs was part of Jones’s plan to enhance his position in this bankruptcy case and its aftermath—at the expense of Bischoff Aerospace and other innocent service providers. Indeed, absent subordination of Jones Holding’s

secured claim (which is being sought separately), Jones stands to directly reap the benefits of the fraudulent misrepresentations that lie at the heart of the Florida Case. Simply, Bischoff Aerospace's AOG work enhanced the value of the aircraft by millions more than what Bischoff Aerospace charged (let alone what Bischoff Aerospace collected).

3. On January 26, 2026, Bischoff Aerospace commenced a case in the Florida Court against Holding, New Pacific, Rhodes, Hsieh and Jones containing causes of action for foreclosure of Bischoff Aerospace's mechanic's lien, fraudulent misrepresentation, unjust enrichment, breach of contract, declaratory relief and injunctive relief. Although the commencement of this case and the subsequent sale of the Aircraft have rendered aspects of the relief sought in the Florida Case moot,<sup>2</sup> allowing Bischoff Aerospace's state law claim for fraudulent misrepresentation to move forward is vitally important.

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<sup>2</sup> The Court need not lift the stay to allow Bischoff Aerospace to pursue its foreclosure claim (Count I), as that claim has been mooted by this Court's Sale Order. Similarly, assuming that Bischoff Aerospace's claim is allowed in this proceeding, there is no need for Bischoff Aerospace to pursue its breach of contract and unjust enrichment claims against the Debtors (although it should be free to pursue those claims against the individuals). Nor is there any purpose in Bischoff Aerospace pursuing its claims for declaratory and injunctive relief in the Florida Case. Those claims have effectively been resolved through this proceeding and the recognition that Bischoff Aerospace held a mechanic's lien against the Aircraft, which has been replaced by lien on the \$7 million set aside in the Sale Order. Finally, Bischoff Aerospace will return to this Court to the extent that it seeks to enforce any judgment against the Debtors.

4. Because of the automatic stay in section 362(a) of the Bankruptcy Code, Bischoff Aerospace has been unable to prosecute its claims against the Individuals and the Debtors. Bankruptcy Code section 362(d) permits this Court to lift the automatic stay under appropriate circumstances. Those circumstances exist here.

### **JURISDICTION AND VENUE**

5. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012.

6. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue in this Court is proper under 28 U.S.C. §§ 1408 and 1409(a).

### **BACKGROUND**

7. Bischoff Aerospace's request to lift the stay is consistent with the intent and purpose of Bankruptcy Code section 362(d) and is required to give effect to the forum selection clause in the parties' agreement.

8. On September 24, 2025, Bischoff Aerospace entered into an agreement with New Pacific to have vital Aircraft on Ground ("AOG") work performed on the Aircraft. **Exhibit E** (the "Complaint") ¶ 8; *see also* **Exhibit B** (the referenced general terms agreement). That agreement specified that disputes be resolved in

courts located in Florida. *Id.* At the behest of Jones and Hsieh,<sup>3</sup> Rhodes falsely represented that New Pacific was the owner of the aircraft and entered into the agreement on behalf of New Pacific. Complaint ¶ 13. Rhodes's repeated the false representation when completing Bischoff Aerospace's Know Your Customer ("KYC") form on the behalf of the Debtors. *Id.*; **Exhibit A.**

9. Bischoff Aerospace specifically inquired into New Pacific's financial condition and ability to satisfy the payment terms that it ultimately accepted before it agreed to finance a portion of the AOG work. Complaint ¶¶ 14-15. In response to Bischoff Aerospace's inquiries, the Individuals represented that New Pacific's business was financially healthy, that operations were performing well, and that New Pacific was planning to expand its fleet by adding additional aircraft. Complaint ¶ 15. Those representations were false and known to be false when made. Indeed, New Pacific was insolvent and the Individuals knew that it could not meet the payment terms that it undertook. *Id.* Jones and Hsieh authorized and directed Rhodes to make these false financial representations to Bischoff Aerospace to benefit the Debtors and Jones. Complaint ¶ 17.

10. Bischoff Aerospace performed the AOG work properly returning the Aircraft airworthy status. Indeed, Bischoff Aerospace provided parts from its

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<sup>3</sup> Jones and Hsieh are both identified as individual governors of New Pacific Airlines on a form submitted to Bishoff Aerospace. **Exhibit A.**

inventory that were otherwise on backorder for as long as a year. Bischoff Aerospace's ability to supply the necessary parts dramatically reduced the delay in returning the Aircraft to airworthy status and significantly increased its value. The value added to the aircraft was far greater than the invoice amount, which the Debtors refused to pay. Complaint ¶ 23; *see also* **Exhibit C** (the referenced invoice).

11. On November 14, 2025, following New Pacific's refusal to honor its agreement, Bischoff Aerospace recorded a mechanic's lien under Fla. Stat. § 713.58 against the Aircraft. Complaint ¶ 25; *see also* **Exhibit D** (the referenced lien). During that process, Bischoff Aerospace discovered that New Pacific had misrepresented that it was the true owner of the aircraft and learned that Float Alaska owned the aircraft. Complaint ¶¶ 26-27. Bischoff Aerospace also learned that New Pacific was dissolving and selling its assets. Complaint ¶ 29. That fact established that the Individuals had lied about the financial condition of New Pacific and its parent and had lied about the ability to pay for the AOG work that Bischoff Aerospace performed.

12. Jones, Rhodes, and Hsieh had defrauded Bischoff Aerospace.

13. Bischoff Aerospace commenced the Florida Case on January 26, 2026.

14. The same day, the above-captioned debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware. Since the Petition Date, the Debtors are operating

their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

15. On April 13, 2026, Bischoff Aerospace and another secured creditor, Associated Energy Group, LLC, began an action within this Court for equitable subordination of Jones' and Jones Holding LLC's claims. The Plaintiffs in the adversary proceeding seek to equitably subordinate all claims of Jones, Jones Holding LLC and their affiliates, including deficiency and secured claims asserted or to be asserted in these jointly administered chapter 11 cases, to the claims of the plaintiffs, under Bankruptcy Code section 510(c).

### **RELIEF REQUESTED**

16. By this Motion, Bischoff Aerospace requests entry of an order substantially in the form attached as **Exhibit F**: (a) permitting Bischoff Aerospace, Inc. to pursue the Florida Case against the debtors New Pacific Airlines, Inc. and Float Alaska Holdings LLC; and (b) confirming that the automatic stay does not apply to the non-debtor Insiders; and (c) granting related relief.

### **BASIS FOR RELIEF REQUESTED**

#### **I. The automatic stay is not implicated under the circumstances for the Insiders.**

17. The automatic stay was not intended to, and does not, protect the non-debtor individuals from the consequences of their actions or litigation. *See McCartney v. Integra Nat. Bank N.*, 106 F.3d 506, 509–10 (3d Cir. 1997) (internal

citations omitted) (“Although the scope of the automatic stay is broad, the clear language of section 362(a) stays actions only against a “debtor” [and] it is universally acknowledged that an automatic stay of proceedings accorded by § 362 may not be invoked by entities such as sureties, guarantors, co-obligors, or others with a similar legal or factual nexus to ... debtor.”). Here, where the Debtors’ insiders intentionally and knowingly misrepresented the Debtors’ financial condition and ability to pay, the need to lift the stay is greater. “The automatic stay of chapter 11 bankruptcy, 11 U.S.C. § 362(a), is limited to debtors and ordinarily does not encompass non-bankrupt co-defendants. Chapter 11, unlike Chapter 13, contains no provision to protect non-debtors who are jointly liable on a debt with the debtor.” *Cushman & Wakefield, Inc. v. Backos*, 129 B.R. 35, 36 (E.D. Pa. 1991).

18. The Individuals are non-debtors, and the Debtors have taken no action to extend the automatic stay to protect the Individuals. Thus, the automatic stay does not extend to the Individuals.

## **II. Cause exists to lift the automatic stay to the extent it applies.**

19. Filing a petition for relief pursuant to the Bankruptcy Code automatically stays other proceedings against the Debtor. 11 USC § 362(a). That stay, however, is not permanent. Section 362(d)(1) of the Bankruptcy Code provides: “On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as

by terminating, annulling, modifying, or conditioning such stay ... for cause.” 11 U.S.C. § 362(d)(1); *see also In re Trib. Co.*, 418 B.R. 116, 126 (Bankr. D. Del. 2009) (cause existed to lift stay to conclude a state court case). “It will often be more appropriate to permit proceedings to continue in their place of origin, when no great prejudice to the bankruptcy estate would result, in order to leave the parties to their chosen forum and to relieve the bankruptcy court from any duties that may be handled elsewhere.” *In re SCO Grp.*, 395 B.R. 852, 856 (Bankr. D. Del. 2007) (quoting H.R.Rep. No. 595, 95th Cong., 1st Sess., 341 (1977), U.S. Code Cong. & Admin. News 1978, pp. 5787, 6297).

20. “Cause is a flexible concept and courts often conduct a fact intensive, case-by-case balancing test, examining the totality of the circumstances to determine whether sufficient cause exists to lift the stay.” *Trib.*, 418 B.R. at 126 (quoting *In re SCO Group, Inc.*, 395 B.R. at 856 (Bankr. D. Del. 2007)); *see also In re Rexene Prods. Co.*, 141 B.R. 547, 576 (Bankr. D. Del. 1992) (“cause” is undefined in the Bankruptcy Code and must be determined on a case-by-case basis).

Bankruptcy Courts in this district generally rely upon a three-pronged balancing test to determine whether “cause” exists for granting relief from the stay to continue litigation:

(1) Whether any great prejudice to either the bankrupt estate or the debtor will result from continuation of the civil suit;

(2) Whether the hardship to the non-bankrupt party by maintenance of the stay considerably outweighs the hardship to the debtor, and

(3) Whether the creditor has a probability of prevailing on the merits.

*Id* (citing *In re Rexene Prods. Co.*, 141 B.R. at 576); *see also Trump Entm't Resorts, Inc.*, 526 B.R. 116, 120-21 (Bankr. D. Del. 2015) (citing the same). Here, Bischoff Aerospace already had commenced the Florida Case against two of the Debtors and their senior management—Hsieh, Josh Jones and Rhodes—when the Debtors began this case. The Florida Case arises from the knowingly false representations that the Individuals made to Bischoff Aerospace concerning the Debtors' solvency. Indeed, the Individuals made those representations in order to enhance (at Bischoff Aerospace's expense) the expected position that they would have in this proceeding.

A. There is no great prejudice to the Debtor or the Estate, and any prejudice to the Debtors is minimal.

21. When the Debtors retained Bischoff Aerospace to do the AOG work, they agreed to litigate in Florida if a dispute arose from their agreement with Bischoff Aerospace. Their contract with Bischoff Aerospace states: "The exclusive place of jurisdiction shall be with the Courts of the State of Florida in the United States of America." **Exhibit B** at § 19. "A forum-selection clause is presumptively valid and will be enforced unless the party objecting to its enforcement demonstrates that enforcement of the clause would violate a strong public policy of the forum.

Where the claims at issue are not ‘core’ bankruptcy matters, this rule applies equally to Chapter 11 debtors.” *In re Exide Techs.*, 544 F.3d 196, 218 (3d Cir. 2008). “If the proceeding does not invoke a substantive right created by the federal bankruptcy law and is one that could exist outside of bankruptcy it is not a core proceeding.” *In re TK Holdings, Inc.*, 653 B.R. 33, 42 (D. Del. 2023) (citing *Wood v. Wood (In re Wood)*, 825 F.2d 90, 97 (5th Cir. 1987)). Bischoff Aerospace’s Florida Case is not a core proceeding—it does not arise based on any aspect of bankruptcy law. Rather, it is based entirely on Florida law and prepetition events. Indeed, the standard for defeating a forum selection clause “is not whether it would be more inconvenient for [Bischoff Aerospace] to litigate here than for Debtor[s] to litigate in Florida, but whether it would be so gravely inconvenient for Debtor[s] to litigate in Florida that [they] will be effectively deprived of its day in court if forced to do so.” *In re Access Care, Inc.*, 333 B.R. 706, 715 (Bankr. E.D. Pa. 2005). The Debtors cannot meet that standard.

22. The burden of litigating this dispute is comparable regardless of the forum; the Debtors must employ a litigation team to defend Bischoff Aerospace’s claim. Moreover, Bischoff Aerospace’s fraud claim must be resolved before the Debtors can obtain a discharge because Bischoff Aerospace’s fraud claim is not dischargeable. *See* 11 U.S.C. § 523(a)(2). Accordingly, the first factor supports lifting the stay to permit Bischoff Aerospace to pursue its claims in the Florida Court.

B. Granting relief from the stay alleviates the hardship imposed on Bischoff Aerospace.

23. Where the hardship to the non-debtor contract counterparty is greater than the hardship on the debtor, courts have granted stay relief. *See, e.g., In re Tribune*, 418 B.R. 116, 128 (Bankr. D. Del. 2009) (location of witnesses, the counsel, and participation of local stakeholders are some of the hardship balancing factors) and *In re Scarborough-St. James Corp.*, 535 B.R. 60, 69 (Bankr. D. Del. 2015) (landlord would suffer greater prejudice without stay relief due to continued delay in bankruptcy proceedings).

24. Every day that passes without Bischoff Aerospace being paid for the parts and labor that it supplied to return the aircraft airworthy status exacerbates the harm to Bischoff Aerospace, who is actively losing income and opportunities while the Defendants enjoy the benefits of their fraud. Without payment for their extremely rare part, Bischoff Aerospace's harm grows daily, and it cannot pursue its claims against the Debtors so long as the automatic stay is in effect. Moreover, Bischoff Aerospace has been unable to pursue its claims against Jones, Rhodes, and Hsieh because of the stay. These Individuals are personally liable for their false statements that induced Bischoff Aerospace to enter the contract for the part and related labor. As such, the second factor also supports lifting the stay.

C. Bischoff Aerospace will prevail on the merits.

25. Bischoff Aerospace has a sufficient probability of success on the merits to justify lifting the automatic stay. “Even a slight probability of success on the merits may be sufficient to support lifting an automatic stay in an appropriate case.” *In re Scarborough*, 535 B.R. at 67-68 (quoting *In re Continental Airlines, Inc.*, 152 B.R. 420, 426 (Bankr. D. Del. 1993)). Bischoff Aerospace entered the contract for the part and related labor with to the Debtors because of the Individuals’ knowing and intentional lies. The facts and evidence present here are ample to support liability. At the same time that the Debtors were preparing to liquidate their assets and potentially seek relief from this Court, the Individuals were representing to Bischoff Aerospace that the Debtors’ business was performing well, that it was seeking to expand its fleet, and had recently acquired a new hangar. Indeed, the Individuals represented that the Debtors would be able to meet their payment obligations: an assertion the Individuals knew to be false when they made it.

26. Accordingly, because all prongs favor lifting the stay and because the forum selection clause is controlling, the Court should lift the stay to permit Bischoff Aerospace to pursue a judgment against the Defendants in the Florida Case. To the extent it seeks to enforce that judgment against the Debtors, Bischoff Aerospace must return to this Court to do so.

**CONCLUSION**

**WHEREFORE**, Bischoff Aerospace requests this Court enter an order pursuant to 11 U.S.C. § 362(d)(1) lifting the automatic stay with respect to the Florida Case to permit Bischoff Aerospace to pursue a judgment against debtors New Pacific Airlines, Inc. and Float Alaska Holdings LLC, and against the Individuals on Count II (Fraudulent Misrepresentation), Counts III (Unjust Enrichment), and Count IV (Breach of Contract) of the Florida Case; and granting such other and further relief as the Court deems appropriate under the circumstances.

Dated: April 28, 2026

**HALLORAN FARKAS + KITTLA LLP**

**Of Counsel:**

Jeffrey Greilsheimer, Esq.\*

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New York, New York 10016

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\*Motion *pro hac vice* to be filed

*Counsel for Bischoff Aerospace, Inc.*

# **EXHIBIT A**



## Know Your Customer Form

1. **Company Name:** New Pacific Airlines **Date:** 9/24/2025

### Company Information

Company Legal Name: New Pacific Airlines, Inc.  
Company Trading Name: \_\_\_\_\_  
Company Other Name: \_\_\_\_\_  
Company HQ Address (no P.O. Boxes) Address Line 1: 4700 Old International Airport Rd  
Address Line \_\_\_\_\_  
2: City/State: Anchorage, AK  
Postal Code: 99502  
Country: USA

2. Type of entity: Airline

3. Jurisdiction of Formation: Washington

4. Is your entity publicly traded (Yes ☐ No ☒) and regularly filing information with a governmental agency or department? (Yes ☐ No ☒)  
If yes, please identify the market/exchange and the government with which your entity files reports regularly.

5. Please submit a certificate of good standing or corporate existence from the governmental department or agency under which it is constituted. For businesses within the United States, please provide FEIN.

92-0027666

6. Ownership:  
a. Individuals

| First Name | Surname | Date of birth | Ownership % | Citizenship |
|------------|---------|---------------|-------------|-------------|
| Josh       | Jones   | 3/4/1977      | 90.43%      | USA         |
|            |         |               |             |             |
|            |         |               |             |             |
|            |         |               |             |             |
|            |         |               |             |             |

## b. Legal Entities

| Legal Entity Name            | Legal Entity Type | Ownership% | Legal Address (no P.O. Boxes)                |
|------------------------------|-------------------|------------|----------------------------------------------|
| Corvus Alaska Holdings, Inc. | Corporation       | 4.72%      | 101 W Mission Blvd 110-201, Pomona, CA 91766 |
|                              |                   |            |                                              |
|                              |                   |            |                                              |
|                              |                   |            |                                              |
|                              |                   |            |                                              |

Owners or shareholder with holding >10% must be accompanied by the following unexpired government-issued identification:

For individuals acceptable:  
documentation includes

1. Passport
2. National Identification Card
3. Alien registration/Identification Card;
4. Any other unexpired government-issued document bearing a photograph or similar safeguard

For legal entities acceptable:  
documentation includes

1. Certified Copy of the Articles of Incorporation
2. Partnership Agreement
3. Government-issued Business License
4. Trust Instrument
5. Certificate of Good Standing

## c. Senior Managers &amp; Officers

| First Name | Surname | Date of birth | Position Held  | Citizenship |
|------------|---------|---------------|----------------|-------------|
| Joel       | Rhodes  | 10/07/1961    | Vice President | USA         |
|            |         |               |                |             |
|            |         |               |                |             |
|            |         |               |                |             |
|            |         |               |                |             |
|            |         |               |                |             |
|            |         |               |                |             |

7. Does your entity, or any affiliated individual or entity, appear on any restricted party list maintained by the U.S. and/or United Kingdom governments, and/or the European Union including the U.S. Commerce Department's Denied Party, Unverified, and Entity Lists; the U.S. State Department's Debarred and Sanction Lists; the U.S. Treasury Department's Specially Designated Nationals List; the E.U. Consolidated List, E.U. Arms Embargoes List, or on any other entity lists published by the U.S. and/or U.K. governments, and/or the E.U. ☐ Yes ☒ No ☐ If so, please attach a complete explanation.

8. With regard to products obtained from Bischoff, will your entity be an End User ☒ or a Reseller ☐  
a. Please describe how your entity will use products obtained from Bischoff:

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b. Please indicate the country or countries to which you will be asking Bischoff to ship products:  
United States

c. Will you be re-exporting products obtained from Bischoff? (Yes ☐ No ☒) If so, please indicate to which country or countries:

9. Are you registered with the U.S. State Department's Directorate of Defense Trade Controls? (Yes ☐ No ☒)

a. Will you be incorporating any product obtained from Bischoff into any defense article that is subject to the U.S. International Traffic in Arms Regulations (ITAR)? Y ☐ N ☒

b. Will you be providing Bischoff with any defense articles (including technical data) that are subject to the ITAR? (Yes ☐ No ☒)

10. Customer attests that it shall not involve any product obtained from or provided to Bischoff, in any manner, including through sale, lease, exchange, or part-out, with a Restricted Country or a Restricted Person, as defined below:

Restricted Country means any country or nation which engages in armed conflict, declared or otherwise, with the armed forces of the U.S. and/or U.K., and any other country or nation with which nationals (either individual or corporate) of the U.S. and/or U.K. are prohibited from doing business by law, regulation, order, resolution, or stated policy, including Cuba, Iran, Syria, Sudan, and North Korea.

Restricted Person means (a) any person who is a citizen of, or entity that is organized under the laws of or whose principal place of business is located in, any Restricted Country; and (b) any person or entity with which nationals or residents (either individual or corporate) of the U.S. and/or U.K. are prohibited from doing business by law, regulation, order, resolution, or stated policy. Reference the latest Consolidated Screening List at: [http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp)

11. Please provide documentation (corporate resolution or incumbency certificate) demonstrating you are authorized to sign this form on behalf of your entity.

12. Please attach documentation (passport, photo ID, or incumbency certificate) demonstrating that the signature below belongs to the authorized signatory of the entity.

This form will remain on file at Bischoff for a period of two years from the signature date.

Joel Rhodes

Name

Joel Rhodes

Signature

Vice President

Title

09/24/2025

Date



**Bischoff  
Aerospace**

FAA CRS # 9BMR969B  
EASA.145.6531

| New Customer                                                    | Update Customer                                                                                                                                                            |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Primary Contact for Repair Orders and/or Purchase Orders</b> | Name: <u>Joel Rhodes</u><br>Phone: <u>907-346-0726</u><br>Fax: _____<br>E-mail: <u>joel.rhodes@np.com</u>                                                                  |
| <b>Primary Contact for Accounts Payables</b>                    | Name: <u>See above</u><br>Phone: _____<br>Fax: _____<br>Invoice E-mail: _____<br>Resale Tax Certificate #: _____<br><b>**ATTACH A COPY OF CERTIFICATE, IF APPLICABLE**</b> |
| <b>Customer Restrictions</b>                                    | PMA Restricted; Written consent required<br>DER Restricted; Written consent required                                                                                       |

| Payment Terms                 |                                                                         |
|-------------------------------|-------------------------------------------------------------------------|
| <b>Proposed Payment Terms</b> | Days: <u>30</u><br>Amount: _____<br><b>**ATTACH CREDIT REFERENCES**</b> |

| Location               |                                                        |
|------------------------|--------------------------------------------------------|
| <b>Ship To Address</b> | Ask                                                    |
| <b>Bill To Address</b> | 4700 Old International Airport Rd. Anchorage, AK 99502 |

| Shipping Information                        |     |
|---------------------------------------------|-----|
| Carrier for shipments under 150 lbs.        | Ask |
| - 150 Account Number                        |     |
| Carrier for shipments over 150 lbs. freight | Ask |
| + 150 Account Number                        |     |

All repair orders and/or purchase orders must include the following information:

- Engine Serial Number
- Engine/Component Operator
- Engine/Component Owner
- Type of airworthiness release required (FAA/EASA)
- Customer instructions for maintenance required

**\*\*FAILURE TO LIST THE ABOVE ON ALL ORDERS WILL RESULT IN ITEMS BEING QUARANTINED AND/OR RETURNED TO SHIPPER AT SHIPPERS EXPENSE\*\***

| Declaration                                                        |                                                                                                                                                              |
|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I certify that the information provided above is true and correct. | Print: <u>Al Sejcek, VPF</u> Date: <u>9/24/2025</u><br>Signature: <u></u> |

## BUSINESS INFORMATION

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Business Name:

**NEW PACIFIC AIRLINES, INC.**

UBI Number:

**601 122 838**

Business Type:

**WA PROFIT CORPORATION**

Business Status:

**ACTIVE**

Principal Office Street Address:

**4700 OLD INTERNATIONAL AIRPORT ROAD, ANCHORAGE, AK, 99502-1020, UNITED STATES**

Principal Office Mailing Address:

**4700 OLD INTERNATIONAL AIRPORT ROAD, ANCHORAGE, AK, 99502-1020, UNITED STATES**

Expiration Date:

**01/31/2026**

Jurisdiction:

**UNITED STATES, WASHINGTON**

Formation/ Registration Date:

**01/14/1959**

Period of Duration:

**PERPETUAL**

Inactive Date:

Nature of Business:

**TRANSPORTATION & WAREHOUSING**

## REGISTERED AGENT INFORMATION

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Registered Agent Name:

**COGENCY GLOBAL INC.**

Street Address:

**1780 BARNES BLVD SW, TUMWATER, WA, 98512-0410, UNITED STATES**

Mailing Address:

## GOVERNORS

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| Title    | Governors Type | Entity Name | First Name | Last Name |
|----------|----------------|-------------|------------|-----------|
| GOVERNOR | INDIVIDUAL     |             | JOSH       | JONES     |
| GOVERNOR | INDIVIDUAL     |             | TOM        | HSIEH     |

## **EXHIBIT B**



September 24, 2025

Corpop

4.72%

New Pacific Airlines  
c/o Joel Rhodes  
4700 OLD INTL AIRPORT RD  
Anchorage, Alaska 99502  
USA  
joel.rhodes@np.com

re: General Terms Agreement

Mr. Rhodes,

Bischoff Aerospace, Inc. ("BAI") is pleased to provide our General Terms Agreement (GTA) and our Know Your Customer form(s). This GTA is valid for ten (10) days from the date first set forth above.

To accept, please sign and initial the attached GTA. You will receive a quotation after receipt of the executed GTA. Our quotation may include:

- i. BAI's standard terms and condition for the provision of services;
- ii. Appendix A, section I, statement of work requested ("Workscope"); and
- iii. Appendix A, section II, Pricing and Payment Terms for the Workscope.

BAI understands there is a direct correlation between the level of quality delivered during the maintenance process and the operational performance of your assets. Our commitment to quality, safety, on-time delivery and customer satisfaction is a core element in our culture here at BAI.

We are determined to demonstrate these values by our commitment to providing you the highest quality product and most cost-efficient services possible.

As your repair station partner, we endeavor to exceed your expectations in every way and will always have a vested interest in your success.

Truly Yours,

Michael Bischoff  
President

**BISCHOFF AEROSPACE, INC**  
**GENERAL TERMS AGREEMENT**

This General Terms Agreement (the “GTA”) provides common terms and conditions which apply to the provision by Bischoff Aerospace, Inc. (“BAI”) of Goods or Services supplied or provided by BAI under the Contract BAI addresses to the Customer contract (the “Contract”), a Purchase Order (the “Purchase Order”), or any other arrangement made between BAI and the Customer (collectively, the “Parties”).

## **1. DEFINITIONS AND SCOPE**

### **1.1 DEFINITIONS**

The following terms (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of the Contract and this GTA shall have the respective meanings hereinafter specified:

**“Customer”** means the addressee of the Contract or other counterparty to BAI under an agreement to provide Goods or Services;

**“Effective Date”** means the date the Customer signs a copy of the Contract or otherwise accepts BAI’s offer in connection with the provision of Goods or Services;

**“Expiration Date”** means the first anniversary of the Effective Date, subject to any extension made;

**“Goods”** includes, but is not limited to, Engine, Engine/Components, Engine Accessories, Engine Related Material, and Equipment/Fixtures.

**“Goods or Services”** has the same meaning as in the Contract;

**“Invoiced Costs”** means the costs of all Goods or Services, administration charges, third party charges, including, without limitation, charges for communications made or accepted on Customer’s behalf, and any other amounts payable by Customer to BAI hereunder invoiced by BAI to the Customer from time to time pursuant to Paragraph 5;

**“Losses”** means any and all liabilities, claims, demands, suits, judgments, damages and losses including the costs, expenses and reasonable legal fees connected therewith or incident thereto;

**“Services”** means one or a combination of the following actions: overhaul, repair, inspection, testing, replacement, modification or rectification of an aircraft, an engine, or a component thereof to be performed by BAI as agreed in the Contract;

### **1.2 SCOPE**

- (a) The following GTA of BAI in the relevant version is an integral part of any contract for maintenance services between BAI and the Customer unless otherwise agreed between BAI and the Customer in writing.
- (b) If the Customer sends BAI its own terms and conditions, they are hereby rejected if they deviate from this GTA to the detriment of BAI.
- (c) This GTA is exclusively applicable even if BAI performs the maintenance services with knowledge of contradictory or deviating general terms and conditions of the Customer.

## **2. MANAGEMENT, TERM, AND DELIVERY**

### **2.1 AGREEMENT FOR THE PROVISION OF GOODS AND SERVICES**

- (a) Subject to the terms and conditions of this GTA, and subject to any necessary regulatory approvals, the Customer by Purchase Orders or otherwise as contemplated in the Contract may require BAI to supply the Goods or Services or any of them set out in the Purchase Order to the Contract; and
- (b) The Customer acknowledges and agrees that BAI does not hold an Aircraft Operating Certificate and the Services do not include any services with respect to the Goods which would require BAI to hold an Aircraft Operating Certificate nor will BAI agree to provide such services.

### **2.2 TERM**

- (a) The Term of the Contract will expire on the Expiration Date unless:
  - (i) Customer terminates the Contract by giving written notice to BAI no later than thirty (30) days prior to the applicable Expiration Date; or
  - (ii) The Contract is otherwise terminated in accordance with the terms set forth in the Contract.

(b) The Customer may terminate the Contract by giving less than the thirty (30) days' notice specified in Paragraph 2.2(a), provided the Customer shall then indemnify BAI and shall pay on demand all Losses incurred by BAI arising from, or in connection with, the early termination, unless Customer's termination is a direct result of BAI's breach.

(c) On any termination or expiry of the Contract, Goods BAI will cooperate to ensure the prompt and safe return of Customer's Goods in accordance with Customer's written directions.

### 3. AUTHORIZATION

BAI and the Customer each severally represents and warrants to the other that it has authority to enter into and perform its respective obligations under the Contract and shall obtain and maintain in full force and effect all certificates, licenses, permits, and authorizations required by all applicable laws to enable it to perform its respective obligations under this GTA.

### 4. GOODS OR SERVICES

#### 4.1 USE BY CUSTOMER

(a) The Goods or Services and any associated material are for the sole and exclusive use of Customer.

(b) Customer agrees and acknowledges that information provided in connection with the Good or Services is subject to the covenant of confidentiality contained in paragraph 16, export and/or release restrictions, and may not be disclosed, exported or released to any third party without ensuring that such disclosure, export or release does not violate any disclosure restrictions, and/or the export control laws, and regulations of the United States of America. Customer agrees to obtain prior authority required for any proposed disclosure, export, or release.

#### 4.2 WITHHOLDING OF SERVICES; FINANCIAL SOLVENCY & GOOD FAITH

(a) If, at any time, BAI, in its reasonable discretion regards the creditworthiness of the Customer to be unacceptable due to Customer's non-payment, late payment, or if any event or condition shall occur which, in the reasonable opinion of BAI constitutes or results in a material adverse change

in Customer's ability to perform its obligations under the Contract, BAI may, with at least three (3) days' written notice, discontinue the provision of the Goods or Services or any credit then provided until the Customer provides acceptable security to BAI.

(b) Execution of this Agreement will constitute the representation by BAI that as of the Effective Date BAI is financially solvent and able to fulfill all of its obligations under the terms of this Agreement and that it has executed this Agreement in good faith and with the full intention of fulfilling all of its obligations herein.

### 5 OFFERS AND PRICE QUOTATIONS

5.1 The prices quoted in any offer are prices in United States Dollars unless otherwise expressly stated. All prices are quoted as net prices. The current applicable prices are stated in BAI's current price list. Price lists are revised by BAI on the first of January of each year. Price changes will become valid within thirty (30) days of BAI having notified the Customer. Customer shall bear any costs for freight, packing, export, or import charges, or any other fees or duties. However, if replacement parts or ground support equipment are purchased, the reference prices therefore include cost of standard packing. If additional and/or non-typical packing material is requested by the Customer, BAI is entitled to charge the Customer for the additional costs in respect thereof.

Payments shall be made pursuant to the Purchase Order and/or any of its amendments thereto.

5.2 THIRD PARTY CHARGES. The charges set out in the Purchase Order Form do not include any costs, charges, or disbursements in respect of the Goods or Services owed to third parties.

5.3 Invoices are due and payable by wire transfer to BAI's bank account on receipt if nothing else has been agreed upon or stated in the invoice.

5.4 All payments shall be made free and clear of any banking charges or expenses.

5.5 BAI reserves the right to reasonably request advance payment. Advance payment shall be negotiated and agreed upon by the Parties.

5.6 BAI is not obligated to deliver any Goods or Services until receipt of advance payment. If BAI has not received such advance payment within ten (10) days of its written demand, BAI is entitled to withdraw from the Contract and demand compensation for the non-performance, incurred costs, and loss incurred as a result of Customer's non-performance.

5.7 If the Customer wishes to pay with a credit card, a 3.5 percent (3.5%) surcharge of the invoice amount will apply. Furthermore, the Customer will have to provide all necessary documentation to secure the credit card payment.

5.8 Invoices. Upon completion of the delivery or service, invoices shall be submitted together with all relevant documents to the address indicated by the Customer.

## **6. WARRANTY FOR DEFECTS**

6.1 BAI warrants that all maintenance services rendered will be free from defects in workmanship. BAI's liability for defects under warranty is limited to rectification of such defect or delivery of a replacement part at BAI's sole discretion. Said warranty is transferable.

6.2 The warranty given by BAI does not apply to defects caused by any of the following: (i) normal wear and tear; (ii) the Goods not being operated, handled, or stored by the Customer in accordance with the respective manufacturer's recommendations, or the requirements of applicable law, or the requirements of the aviation authority of the country where the Goods are registered; (iii) the defective part having being serviced, repaired, overhauled, maintained, or modified by anyone other than BAI or its subcontractors; (iv) any provisional repair; or (v) any parts not manufactured or incorporated by BAI provided that BAI will assign to the Customer the assignable warranty that BAI has obtained from its suppliers.

6.3 Notices of defects regarding apparent defects or transportation damages are to be given immediately in writing, but at least within a preclusive period of two weeks from delivery or acceptance; apparent defects that cannot be detected within this period in spite of careful examination are to be notified in writing immediately, but at the latest within two weeks after determination of the defect, and within a preclusive period of a year from the delivery or

acceptance. The Customer shall notify BAI in writing with reasonable detail of such defect. If the Customer has noticed such defect already during the redelivery process, the Customer shall reserve his/her rights under warranty when accepting the Goods for redelivery; otherwise, s/he is not entitled to rise a warranty claim for such defect later on.

6.4 The Customer shall return the defective part to BAI's facilities at the Customer's own expense and risk, provided, however, that BAI and Customer shall, acting reasonably, mutually agree to reasonable reimbursement to Customer of any removal, replacement, installation and transportation charges, and any and all taxes thereon, related to any valid workmanship warranty claim. If a defect arises on a non-removable part, the parties shall agree an arrangement by which such defect shall be remedied.

6.5 BAI shall not be obligated to perform any warranty work, if any invoices issued by BAI to the Customer are past due.

6.6 A defect is only subject to BAI warranty if it arises within twelve (12) months or within Eight Hundred (800) flight hours after redelivery of the Goods, whichever may occur first.

6.7 The above warranty is in lieu of, and the Customer waives all other warranties, obligations, and liabilities (express or implied) of BAI arising by law or otherwise, with respect to, or relating to, all services performed, and all materials supplied by BAI.

## **7. LIABILITY INDEMNIFICATION AND INSURANCE**

7.1 Subject to Section 7.2, the Customer shall indemnify and hold harmless BAI, its affiliates, and any of their legal successors, assignees, directors, officers, employees, agents, servants, and/or subcontractors ("BAI Indemnities") on demand from any claim in connection with the performance of the services by BAI except if it was caused by BAI's negligence or willful misconduct.

7.2 BAI shall indemnify and hold harmless Customer, its affiliates and any of their legal successors, assignees, directors, officers, employees, agents and servants, against any losses on an after-tax basis in respect of: (a)

breach by BAI of any express or implied obligations set out in this GTA including but not limited to the warranty provisions set out in Section 6; or (b) any negligent act or omission of BAI, its affiliates or any of their respective directors, employees, subcontractors, servants or agents; or (c) personal injury or death caused by BAI's negligence or willful misconduct.

7.3 Under no circumstances will either BAI or Customer be liable for any indirect, incidental, or consequential damages, such as, but not limited to, loss of profit, or loss of revenue.

7.4 At all times during this agreement BAI shall maintain in full force and effect policies of insurance protecting BAI and the property of BAI providing: Comprehensive General Liability Insurance including hangarkeepers and products liability to cover the liability exposures of the Customer from any and all occurrences with limits of not less than US\$10,000,000 any one occurrence and in the aggregate with respect of Products and Personal Injury.

## **8. REPLACEMENT OF PARTS AND SCRAP MATERIAL**

8.1 If BAI has determined the condition of a part removed is such that it is beyond economic repair, BAI is entitled to replace such part and the Customer shall pay the price for the replacement part. Customer has seven (7) calendar days from the day BAI contacts Customer about the need to replace a part to provide such replacement. If Customer fails to provide the replacement part within the seven (7) calendar days, then BAI shall supply the replacement material. The replacement materials will be sold BAI's acquisition price with an additional ten (10) percent handling fee.

8.2 If nothing else has been agreed upon, BAI shall be entitled to either replace a defective part with a new part, or with a part that has been repaired or overhauled.

8.3 BAI will advise the Customer in writing when a removed part is available for collection by the Customer. Customer has sixty (60) days, from the day the written notice is effectuated, to collect the part. Should Customer fail to collect the removed part within the prescribed timeframe, then ownership to the removed part shall vest in BAI.

8.4 BAI shall safeguard that all materials, parts, and components installed during performance of its services meet the approved data/standard, are provided with appropriate documentation, are in satisfactory condition for fitment. Accordingly, BAI shall be entitled to reject a part provided by the Customer or a third party, if it does not comply with such requirements.

8.5 If BAI has provided a loan part to the Customer, that loan part shall be returned to BAI by the Customer within ten (10) days of receipt of the repaired or replacement part. If the loan part is not returned to BAI within the prescribed period, BAI is entitled to charge a fee for late return in the amount of at least Two Hundred And/No U.S. Dollars (200.00) per day, or such higher amount that equals the cost incurred by BAI and evidence to the Customer due to such late return. If the loan part has not been received by BAI within twenty-five (25) days, BAI is entitled to charge the Customer the full purchase price for the loan part.

8.6 After every Goods induction, the Customer has sixty (60) days to arrive at a decision regarding remaining Goods from disassembly. If the Goods remain at BAI for more than the prescribed sixty (60) days, the Customer agrees to pay BAI \$2.50 per cubic foot for storage.

## **9. ACCEPTANCE OF SERVICES UPON COMPLETION**

9.1 At redelivery, the Customer shall sign and provide to BAI a written document of acceptance which confirms that the agreed Services have been completed in accordance with the respective maintenance agreement or state any objections that the Customer may have. In the event the aforementioned signed document is not provided to BAI prior to, or upon redelivery of the Goods, the Services shall be deemed to have been completed as agreed.

9.2 The Customer shall inspect and collect the Goods within seven (7) business days of being notified by BAI that the Services have been completed. If the Customer does not collect the Goods within that time period, the Customer shall reimburse BAI for all costs incurred by BAI in relation to the Goods not being collected in time, including, but not limited to, costs for storage, parking, and insurance.

## **10. DATA PROTECTION**

10.1. The Customer agrees that BAI will store and process data provided by the Customer for BAI's purposes in order to carry out the Services agreed with the Customer.

10.2 The Customer agrees to make available to BAI all the records regarding the Goods. Such records include, but are not limited to, records of the previous shop visits, current life limited parts history, previous FAA Forms 8130 and 337 as applicable, current engine borescope reports as applicable, reason for removal, compliance of AD airworthiness directives, compliance of SB in-service bulletins, previous setting data, and non-incident statements.

#### **11. NO SET OFF**

11.1 The Customer shall not be entitled to set off on any amount except with a claim undisputed by BAI or adjudicated in a final court Order.

#### **12. SUBCONTRACTING**

12.1 BAI shall be entitled to subcontract individual tasks to another organization approved for the respective work, provided such subcontracted organization is of the same quality standard as BAI, BAI procedures are followed, and such subcontracting is in compliance with all regulations. Subcontracting of a complete maintenance check, or a complete workshop maintenance overhaul of an engine, or engine module is subject to Customer prior written acceptance. Neither the Customer's consent to any sub-contracting by BAI nor any sub-contract shall relieve BAI of any liability or obligation under this GTA or the Contract and BAI shall at all time remain primarily responsible for the full and proper performance of this GTA and the Contract and shall ensure that any sub-contract entered by it properly reflects the provisions of this GTA and the Contract.

#### **13. SHIPPING AND TRANSPORTATION**

13.1 The Customer shall deliver the Goods to BAI's facility in Miami, Florida DDP (INCOTERMS 2010). After completion of the Services, the Goods will be put at the disposal of the Customer for collection EXW (INCOTERMS 2010) BAI's facility in Miami, Florida.

13.2 The Customer shall bear all risks and expenses for any transportation of the Goods or any part provided by the Customer to and return from

BAI's facility (including, but not limited to, insurance, customs clearances, packing (except as set forth in 5.1), suitable containers and other necessary covers to protect the respective items from damage during transportation).

#### **14. RETENTION OF TITLE AND LIEN**

14.1 Title to all material and parts supplied by BAI shall remain with BAI until all amounts due between BAI and the Customer have been irrevocably credited to BAI's account.

14.2 The Customer hereby agrees that BAI shall have a lien on any Good, documentation, or other tangible item owned by the Customer and delivered to BAI for the performance of maintenance Services in order to secure payment of all amounts due by the Customer to BAI.

14.3 In case any due invoice is outstanding, BAI is entitled, in its absolute discretion, to do any of the following: (i) claim a lien on the Customer's Goods, documentation, or other tangible item in its possession; and (ii) immediately stop the performance of any further services until all outstanding payments from the Customer to BAI have been irrevocably credited to BAI's account.

#### **15. TURNAROUND TIME AND EXCUSABLE DELAY**

15.1 BAI is only bound by any turnaround time if expressly confirmed by BAI in writing.

15.2 The turnaround time for carrying out any repair and/or maintenance work commences when all of the following has taken place: (i) BAI's receipt of the Goods and, if applicable, other parts supplied by the Customer as well as all required data and documentation; (ii) the parties approval of the work scope; and (iii) performance of the receiving inspection by BAI.

15.3 Neither BAI nor Customer shall not be liable for any delay or failure in performance of its obligations under any agreement, if such failure is caused by an act of God, acts of public enemy, war, riot, insurrection, fire, flood, explosion, earthquake, serious accidents, epidemics, quarantine, any act of government that would have an adverse interruption of work hereunder, strike, labor disputes, slow-down or interruption of work, general hindrance in transportation, late deliveries of any replacement part from a manufacturer or vendor, inability to procure any

material or part after due and timely diligence, any regulation affecting directly or indirectly the Goods or maintenance thereof, or materials, parts or facilities, late delivery by the Customer of the Goods, the work package or any other technical documentation, the Customer supplying incorrect or incomplete technical documentation or work package, any non-routine maintenance, including, but not limited to, major or excessive defects exceeding reasonable limits, the Customer not responding to a request of BAI within 24 hours or such other time as reasonably requested by BAI, late supply of materials by the Customer, material supplied by the Customer not accompanied with proper documentation, material provided by the Customer in insufficient quantity or quality, any additional request of the Customer after the work package has been agreed, any delay caused by an aviation authority, any exchange, lease, sale or loan offer for required material is not accepted by the Customer, any delay or non-performance of maintenance services due to outstanding payments by the Customer to BAI or any other cause beyond the reasonable control of BAI.

#### **16. CONFIDENTIALITY**

Customer agrees to hold in confidence any information (including this GTA and any of its terms), which it acquires directly or indirectly from BAI and agrees: (1) to protect the information with at least the same degree of care used to protect its own information; (2) not to use the information otherwise than for the purpose of this GTA; (3) not to disclose the information at any time or to any third person without the written approval of BAI; (4) not to copy or reduce the information to writing or store, whether in a machine readable form or otherwise, except as may be reasonably required for the purpose of this GTA; and (5) not to remove, alter or deface any proprietary or confidential designation denoted on the information.

The provisions in this section do not apply to information that is generally known in the aero engine industry, received from a third party who is without an obligation of non-disclosure, or required to be produced by a legitimate legal authority.

#### **17. POINT OF CONTACT**

Customer agrees to have a point of contact ("POC") for BAI. BAI may contact the POC at

any time for matters related to the Contract. Customer agrees that the appointed POC shall have decision-making power.

#### **18. CUSTOMER REPRESENTATIVE**

BAI agrees to allow the Customer to assign a representative that may visit BAI at any time in order to audit the Goods and/or Services under the Contract. Such representative must be in compliance with all OSHA, Federal, and State regulations.

#### **19. JURISDICTION**

The exclusive place of jurisdiction shall be with the Courts of the State of Florida in the United States of America. Nothing in the preceding sentence shall limit the right of BAI to bring proceedings against the Customer in connection with the GTA in any court of competent jurisdiction. The prevailing party shall be entitled to reimbursement of all attorney's fees and costs.

#### **20. MEDIATION**

BAI and the Customer agree that should an issue arise out of this GTA or any Contract or modification thereof, the parties shall attempt to resolve the issue in mediation prior to filing any lawsuit.

#### **21. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, BAI EXPRESSLY DISCLAIMS AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER. WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE SELECTION, CAPACITY, AGE, AIRWORTHINESS, DESCRIPTION, CONFORMITY TO THE DESCRIPTION IN THIS AGREEMENT, QUALITY, OR CONDITION OF THE GOODS, ITS MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, THE OPERATION OR PERFORMANCE OF THE GOODS, OR THE MAINTENANCE THEREOF. BAI SHALL IN NO EVENT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY THE GOODS OR ANY INADEQUACY THEREOF OR FOR ANY PURPOSE, OR ANY DEFICIENCY OR DEFECT THEREIN AND WHETHER OCCASIONED BY THE**

NEGLIGENCE OF ANY BAI INDEMNITY OR  
ARISING FROM STRICT LIABILITY IN  
TORT.

**22. SEVERABILITY**

If any provision in this GTA is, or becomes invalid, void, or unenforceable, the other provisions in this GTA shall not be affected thereby and the parties agree to replace any invalid, void, or unenforceable provision which has a content that is as similar as possible to the invalid, void, or unenforceable provision.

Signed and accepted on this 24<sup>th</sup> day of September, 2025.

By: Joel Rhodes

Name: Joel Rhodes

Position: Vice President

## **EXHIBIT C**



# Invoice

8130 NW 58th St, Doral FL 33166

Office: 305-883-4410

Fax: 305-883-4806

## Bill To

New Pacific Airlines  
4700 Old International Airport Rd  
Anchorage, AK 99502  
USA

| Date                                                                                                                                                                                                     | Invoice # |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 9/25/2025                                                                                                                                                                                                | 171289    |
| WIRE INSTRUCTIONS<br>BISCHOFF AEROSPACE INC<br>WIRE TRANSFER DOMESTIC<br>ROUTING/ABA: 067005158<br>WIRE TRANSFER INT. SWIFT: SNBFUS3F<br>CHECKING ACCT#: 4502108806<br>BANK NAME: SEACOAST NATIONAL BANK |           |

| Quote # | Terms | P.O. No.   | W.O. No. |
|---------|-------|------------|----------|
| 1023    |       | RO-1301918 | E11248   |

| Item          | Quantity | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Rate       | Amount     |
|---------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| FIELD SERV... | 1        | 535-FIELD SERVICE:<br>ESN:31474<br>REMOVE AND REPLACE DISCREPANT FRONT FAN CASE WITH OVERHAULED UNIT<br>1. REMOVE FAN CASE EXTERIOR PARTS/ACCESSORIES<br>2. REMOVE FRONT FAN CASE<br>3. INSTALL OVERHAULED FRONT FAN CASE<br>4. CONTINUE TIME INSPECT REMOVED PARTS/ACCESSORIES<br>5. INSTALL FAN CASE EXTERIOR PARTS/ACCESSORIES<br>6. INSTALL/BOND, QTY. 6 NEW, ANNULUS FORM STRIPS TO FAN CASE<br>7. MEASURE ALL FAN BLADE LENGTHS FOR ATTRITION LINER MACHINING (BLADE TIP CLEARANCE)<br>8. MANUAL MACHINE FAN CASE ATTRITION LINER TO ACHIEVE BLADE TIP CLEARANCE<br>9. INSTALL FAN BLADES & ANNULUS FILLERS USING PREVIOUS MAPPING<br>10. INSTALL FRONT SPINNER AND FAIRING<br>11. TEST ENGINE PER AMM TEST 6 AND 7 AS REQ | 150,000.00 | 150,000.00 |
| FIELD SERV... | 1        | REMOVE BROKEN SHANK BOLT AT PORT 'K'<br>1. REMOVE BROKEN SHANK BOLT<br>2. REPAIR THREADS<br>3. INSTALL NEW HELI-COIL IAW FRS<br>4. BORESCOPE ENGINE TO CONFIRM ALL DEBRI HAS BEEN REMOVED1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 5,500.00   | 5,500.00   |

All past due invoices are subject to a finance charge of three percent (3%) per month (or any part thereof). All material will remain the property of Bischoff Aerospace, Inc. until invoice and finance charges are paid in full. Any Request for return of material must be submitted in writing within a period of ten (10) days from the date of delivery. No material may be returned without a return material authorization (RMA) issued by Bischoff Aerospace, Inc.

## Total

## Sales Tax (0.0%)

## Payments/Credits

## Balance Due

Thank you for your business!

E-mail

accounting@baiengines.com



# Invoice

8130 NW 58th St, Doral FL 33166

Office: 305-883-4410

Fax: 305-883-4806

## Bill To

New Pacific Airlines  
4700 Old International Airport Rd  
Anchorage, AK 99502  
USA

| Date                                                                                                                                                                                                     | Invoice # |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 9/25/2025                                                                                                                                                                                                | 171289    |
| WIRE INSTRUCTIONS<br>BISCHOFF AEROSPACE INC<br>WIRE TRANSFER DOMESTIC<br>ROUTING/ABA: 067005158<br>WIRE TRANSFER INT. SWIFT: SNBFUS3F<br>CHECKING ACCT#: 4502108806<br>BANK NAME: SEACOAST NATIONAL BANK |           |

| Quote # | Terms | P.O. No.   | W.O. No. |
|---------|-------|------------|----------|
| 1023    |       | RO-1301918 | E11248   |

| Item          | Quantity | Description                                                                                                                                                                                                                            | Rate       | Amount     |
|---------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| UL31314 OH    | 1        | STANDARD OVERHAUL - CASE, ASSY FRONT-LP<br>COMPRESSOR<br>PN: UL31314<br>SN:<br>1. CLEANING-00<br>2. INSPECTION/CHECK-00<br>3. INSPECTION/CHECK-01, NDT<br>4. REPAIR, FRS3253<br>5. REPAIR, FRS5459<br>6. REPAIR, FRS6828               | 550,000.00 | 550,000.00 |
| UL36013 - NE  | 6        | STRIP, ANNULUS FORMER                                                                                                                                                                                                                  | 2,014.50   | 12,087.00  |
| TRAVEL (SA... | 3        | ROUNDTrip FLIGHTS:<br>2 TECHNICIANS<br>1 INSPECTOR                                                                                                                                                                                     | 600.00     | 1,800.00   |
| TRAVEL (SA... | 7        | CAR RENTAL DAILY RATE:<br>FULL SIZE SUV TO HOUSE TOOLING                                                                                                                                                                               | 125.00     | 875.00     |
| TRAVEL (SA... | 21       | PER DIEM DAILY RATE :<br>FY 2025 per diem rates for Texas<br>DAILY LODGING STANDARD RATE \$110<br>DAILY M&IE STANDARD RATE \$68                                                                                                        | 178.00     | 3,738.00   |
| TRANSPOR...   | 1        | SHIPPING/HANDLING<br>1. FREIGHT FAN CASE AND TOOLING FROM BAI-ST<br>2. SHIP TOOLING FROM ST-BAI<br>PAYMENT TERMS ARE AS FOLLOWS.<br>DOWN PAYMENT: \$200,000.00<br>30 DAYS \$200,000.00<br>60 DAYS \$200,000.00<br>90 DAYS \$129,793.00 | 6,000.00   | 6,000.00   |

All past due invoices are subject to a finance charge of three percent (3%) per month (or any part thereof). All material will remain the property of Bischoff Aerospace, Inc. until invoice and finance charges are paid in full. Any Request for return of material must be submitted in writing within a period of ten (10) days from the date of delivery. No material may be returned without a return material authorization (RMA) issued by Bischoff Aerospace, Inc.

## Total

## Sales Tax (0.0%)

## Payments/Credits

## Balance Due

Thank you for your business!

E-mail

accounting@baiengines.com

Fax: 305-883-4806

| Bill To                                                                                 |
|-----------------------------------------------------------------------------------------|
| New Pacific Airlines<br>4700 Old International Airport Rd<br>Anchorage, AK 99502<br>USA |

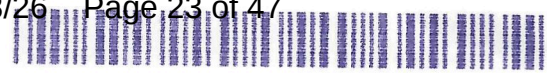
| Item         | Quantity | Description      | Rate        | Amount      |
|--------------|----------|------------------|-------------|-------------|
| CUSTOMER ... |          | CUSTOMER DEPOSIT | -200,000.00 | -200,000.00 |

|                         |              |
|-------------------------|--------------|
| <b>Total</b>            | \$530,000.00 |
| <b>Sales Tax (0.0%)</b> | \$0.00       |
| <b>Payments/Credits</b> | \$0.00       |
| <b>Balance Due</b>      | \$530,000.00 |

accounting@baiengines.com

## **EXHIBIT D**

Prepared By: Valeria Torres  
999 Ponce de Leon Blvd  
Suite 500 Coral Gables  
FL 33134



**MECHANIC'S LIEN**  
**AIRCRAFT ENGINE**

CFN 2025R0852695  
OR BK 35030 Pgs 2953-2954 (2Pgs)  
RECORDED 11/14/2025 13:40:07  
JUAN FERNANDEZ-BARQUIN  
CLERK OF THE COURT & COMPTROLLER  
MIAMI-DADE COUNTY, FL

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

**BISCHOFF AEROSPACE, INC.**, (the "Lienor") a Florida corporation organized and existing under the laws of the State of Florida in the county of Miami-Dade, has a claim of lien against the Tail: N628NP Aircraft Type: Boeing 757-2B7 Model: 757-2B7 MSN: 27809 Manufacturer Name: Boeing ("Aircraft") in the sum of Five Hundred and Thirty Thousand And/No 100 Dollars (\$530,000.00) in accordance with section 713.58, Florida Statutes and that such Work, Labor, and Material with Work that was last Performed and Furnished on September 25, 2025 and that such Work, Labor, and Materials were properly Performed and Furnished all of which was accepted in pursuance of an agreement with NEW PACIFIC AIRLINES the legal owner and any other subsequent entity(ies) claiming an ownership interest to the Aircraft by written agreement or otherwise, and Performed upon or Furnished for and on the Aircraft owned by NEW PACIFIC AIRLINES and any other subsequent entity(ies) claiming an ownership interest to the Engine by written agreement or otherwise, described as follows, to-wit:

| Manufacturer | Model/Series              | Serial Number |
|--------------|---------------------------|---------------|
| BOEING       | 757-2B7 with Tail: N628NP | 27809         |

In said County and State; that said sum is just and due and unpaid and **BISCHOFF AEROSPACE, INC.** has and claims a lien pursuant to section 713.58 of the Florida Statutes upon said Engine, in the amount of Five Hundred and Thirty Thousand And/No 100 Dollars (\$530,000.00) in as above set forth, according to the laws of the State of Florida.

SPACE INTENTIONALLY LEFT BLANK

This lien is claimed under and pursuant to Florida law, and the undersigned asserts a possessory lien until such time as the amount due is paid in full.

**Notice:** Failure to pay the amount claimed may result in legal action and sale of the engine pursuant to Florida law.

Dated this 12 day of November, 2025.

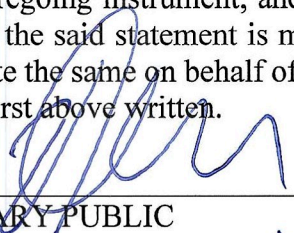
  
\_\_\_\_\_  
Michael Bischoff  
President  
Bischoff Aerospace, Inc.

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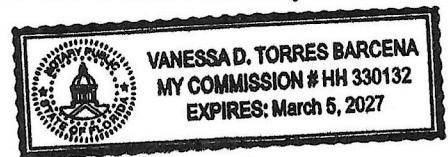
ACKNOWLEDGMENT

State of Florida  
County of Miami-Dade

On this 12<sup>th</sup> day of November, 2025, before me, a Notary Public, the above named signor, Michael Bischoff, did personally appear, said party known to me to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed and if the said statement is made on behalf of a corporation, swore that he is duly authorized to execute the same on behalf of the corporation. Given under my hand and official seal the year and date first above written.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: March 5, 2027



## **EXHIBIT E**

IN THE CIRCUIT COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE  
COUNTY, FLORIDA

BISCHOFF AEROSPACE, INC.,

Plaintiff,

CASE NO.

SECTION

v.

NEW PACIFIC AIRLINES, INC., a Washington  
corporation; FLOAT ALASKA HOLDINGS LLC,  
a Delaware limited liability company; TOM HSIEH,  
an individual; JOSH JONES, an individual; and  
JOEL RHODES, an individual,

Defendant(s).

/

**COMPLAINT**

Plaintiff, BISCHOFF AEROSPACE, INC., a Florida corporation (“Plaintiff”), brings this action against Defendants, NEW PACIFIC AIRLINES, INC., a Washington corporation; FLOAT ALASKA HOLDINGS LLC, a Delaware limited liability company; TOM HSIEH, an individual; JOSH JONES, an individual; and JOEL RHODES, an individual (collectively, “Defendants”), and alleges as follows:

**PARTIES**

1. Plaintiff, BISCHOFF AEROSPACE, INC. is a corporation formed under the laws of the State of Florida with its principal place of business in 8130 NW 58 Street, Doral, Florida 33166.

2. Defendant, NEW PACIFIC AIRLINES, INC. (“New Pacific”), is a corporation formed under the laws of the State of Washington with a principal place of business in 4700 Old International Airport Road, Anchorage, Alaska 99502-1020.

3. Defendant, FLOAT ALASKA HOLDINGS LLC (“Float Alaska”), is a limited liability company formed under the laws of the State of Delaware with a principal place of business in 4700 Old International Airport Road, Anchorage, Alaska 99502-1020.

4. Defendant, TOM HSIEH (“Tom”), is a resident of California and is the President of FLOAT ALASKA HOLDINGS LLC and its subsidiaries and is otherwise *sui juris*.

5. Defendant, JOSH JONES (“Josh”), is a resident of California and is the Chairperson of FLOAT ALASKA HOLDINGS LLC and its subsidiaries and is otherwise *sui juris*.

6. Defendant, JOEL RHODES (“Joel”), is presumed to be a resident of the State of Alaska and is the Vice President of Maintenance and Engineering, and leader of Flight Operations and Technical Operations at New Pacific and is otherwise *sui juris*.

### **JURISDICTION AND VENUE**

7. This Court has subject matter jurisdiction over this action pursuant to Fla. Stat. § 26.012 and Fla. Stat. § 86.011, as this is an action at law in which the amount in controversy exceeds \$30,000.00, exclusive of interest, costs, and attorneys’ fees. Additionally, the Court has jurisdiction over the equitable claims for declaratory judgment and injunctive relief.

8. On September 24, 2025, Joel, by and on behalf of the improper owner of the aircraft/engines subject to this litigation, New Pacific, entered into a General Terms Agreement (“GTA”) with Plaintiff that contains a forum selection clause whereby the parties agreed to jurisdiction in Florida for all claims arising out of or related to the agreement. Under Florida law, forum selection clauses are presumptively valid and enforceable, and courts routinely uphold such

provisions to promote certainty in contractual relationships and avoid jurisdictional disputes. *See Prop. Registration Champions, LLC v. Mulberry*, 373 So. 3d 675 (Fla. 2d DCA 2023); *Michaluk v. Credorax (USA), Inc.*, 164 So. 3d 719 (Fla. 3d DCA 2015). By entering into the GTA, Defendant, New Pacific, contractually consented to personal jurisdiction in Florida and waived any objection to venue or jurisdiction in this Court, which provides an independent basis for the exercise of jurisdiction.

9. Defendants, Float Alaska, Tom, Josh, and Joel (collectively, “non-signatory entities”), should be bound by the forum selection clause contained in the General Terms Agreement signed on September 24, 2025, under the alter ego/veil piercing theory recognized under Florida law. Where the resolution of claims requires reference to the agreement containing the forum selection clause and the claims brought specifically reference that agreement, there exists a significant relationship and clear nexus between the agreement and the claims, making the forum selection clause applicable to all parties operating as alter egos of the signatory entity.

10. This Court is the proper venue for this case. Venue is proper in Miami-Dade County, Florida pursuant to Fla. Stat. § 47.011, as the cause of action accrued in this county.

### **STATEMENT OF FACTS**

11. Plaintiff is a Maintenance, Repair and Overhaul facility, functioning under a FAR 145 in Doral, Florida, providing aircraft maintenance services, including Aircraft on Ground (“AOG”) services for aircrafts, engines, components, and parts.

12. Joel, acting on behalf of New Pacific, requested Plaintiff perform AOG work on one (1) Boeing 757-2B7 (tail number N628NP) with serial number 27809 (“Aircraft”).

13. Joel, acting on behalf of New Pacific, represented to Plaintiff that New Pacific, was the owner of the Aircraft and engine in various communications including, but not limited to, a completed

Know Your Customer (“KYC”) form provided by Plaintiff to Joel. Correspondence returned to Plaintiff from Joel is attached hereto as Composite Exhibit A.

14. In connection with an AOG maintenance event, Plaintiff agreed to perform critical maintenance services necessary to return New Pacific and the non-signatory entities’ Aircraft to service. Given the urgency of the AOG situation, Plaintiff initially proposed payment terms requiring Four Hundred Thousand Dollars (\$400,000.00) to be paid upfront, with the remaining balance financed through monthly payments of One Hundred Thousand Dollars (\$100,000.00) until paid in full. New Pacific and the non-signatory entities’, through its representative Joel, rejected these terms and instead represented that he had obtained approval from New Pacific’s Chief Executive Officer to pay Two Hundred Thousand Dollars (\$200,000.00) upfront, followed by monthly payments of Two Hundred Thousand Dollars (\$200,000.00) until the balance was satisfied. Relying on these representations, and in order to mitigate New Pacific and the non-signatory entities’ AOG losses and return the Aircraft to service, Plaintiff agreed to finance a substantial portion of the work.

15. Prior to agreeing to extend such financing, Plaintiff specifically inquired into New Pacific’s financial condition and ability to satisfy the proposed payment obligations. In response, Joel affirmatively represented that New Pacific’s business was financially healthy, that operations were performing well, and that New Pacific was planning to expand its fleet by adding additional aircraft. Joel further represented that any cash flow issues were temporary and attributable solely to the recent acquisition of a new hangar purportedly costing approximately Five Million Dollars (\$5,000,000.00), which he claimed was undertaken to support New Pacific’s growing operations. These representations were false. At the time they were made, New Pacific was insolvent and lacked the financial capacity to meet its payment obligations, facts that were known or should have

been known to the Defendants and were intentionally concealed to induce Plaintiff to perform the AOG work and extend financing.

16. Additionally, Joel provided fraudulent financial information and stale financial references about New Pacific to Plaintiff to induce Plaintiff to perform the requested work.

17. Defendants, Tom and Josh, as executives of Float Alaska, the parent company of New Pacific, directed and/or authorized the fraudulent misrepresentations regarding ownership and financial condition.

18. Based on these representations, Plaintiff agreed to perform the requested AOG work on the Aircraft.

19. Plaintiff and New Pacific entered into a General Terms Agreement (GTA) and agreed to an invoice which governed the work to be performed.

20. The GTA included a provision consenting to Florida being the jurisdiction for any litigation arising from the agreement.

21. Plaintiff performed the requested AOG work on the Aircraft in a professional and workmanlike manner.

22. After completing the work, Plaintiff invoiced New Pacific for the agreed-upon price of Five Hundred Thirty Thousand And/No 100 Dollars (\$530,000.00).

23. New Pacific failed and refused to pay Plaintiff for the work performed.

24. Plaintiff filed a mechanic's lien under Fla. Stat. § 713.58 against the Aircraft.

25. Plaintiff also submitted its non-consensual lien to the Federal Aviation Administration ("FAA") for recording in November of 2025.

26. Plaintiff subsequently discovered that New Pacific is not the true owner of the Aircraft and engine.

27. Plaintiff discovered that Float Alaska is the actual owner of the Aircraft.
28. Plaintiff has further discovered that the financial information provided by the Defendants was fraudulent.
29. New Pacific is now dissolving and selling its assets, including the Aircraft and engine on which Plaintiff performed work.
30. Float Alaska, as the parent company of New Pacific, dominates and controls New Pacific to such an extent that New Pacific's independent existence is in fact non-existent.
31. Plaintiff does not have possession of the Aircraft or engine.

**COUNT I - FORECLOSURE OF MECHANIC'S LIEN  
(AGAINST DEFENDANTS NEW PACIFIC AND FLOAT ALASKA)**

32. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 31 as if fully set forth herein.
33. Plaintiff is an MRO provider that furnished labor, services, and materials to repair and maintain the Aircraft with an AOG event.
34. Plaintiff performed the AOG work at the express request of New Pacific, which represented itself to be the owner of the Aircraft, or alternatively, the duly authorized agent of the owner, with full authority to request and approve the work performed.
35. New Pacific specifically requested the AOG work and affirmatively represented to Plaintiff that it was authorized to order such work and incur the associated charges, upon which Plaintiff reasonably relied in performing the services necessary to return the Aircraft to service.
36. Plaintiff fully performed all labor and services in a good and workmanlike manner. Despite demand, the Defendants have failed and refused to pay Plaintiff for the work performed.
37. As a result of New Pacific's nonpayment, Plaintiff timely recorded a mechanic's lien pursuant to Florida Statutes § 713.58 against the Aircraft and engine in the principal amount owed

for labor and services rendered, together with interest, costs, and attorneys' fees as allowed by law recorded under Book 35030 at Page 2953 in Miami-Dade County, Florida. Mechanic's Lien is attached hereto as Exhibit B.

38. To the extent the lien identified New Pacific as the owner based on its representations, any such designation resulted directly from New Pacific's misrepresentations concerning ownership and authority. Under Florida law, a lien is not invalidated by an error or omission in the designation of the owner where the error was induced by misrepresentation and the actual owner was not misled or prejudiced. *See Centex-Winston Corp. v. Crown Paint, Inc.*, 294 So. 2d 694 (Fla. 3d DCA 1974); *Symons Corp. v. Tartan-Lavers Delray Beach, Inc.*, 456 So. 2d 1254 (Fla. 4th DCA 1984).

39. Further, where an entity represents itself as the owner or authorized agent and induces another to furnish labor or materials in reliance on that representation, the doctrine of estoppel bars the true owner from denying the validity of the lien. *See Kimbrell v. Fink*, 78 So. 2d 96 (Fla. 1955). Plaintiff relied in good faith on Defendants' representations in performing the AOG work and extending financing for the same.

40. Plaintiff has complied with all statutory requirements necessary to perfect and enforce its mechanic's lien and has acted diligently to foreclose the lien within the time permitted by law.

41. Plaintiff is entitled to foreclose its mechanic's lien, to have the Aircraft and/or engine sold to satisfy the amounts due and owing, and to recover interest, costs, and attorneys' fees as provided by statute and applicable law.

WHEREFORE, Plaintiff demands judgment foreclosing its mechanic's lien, ordering the sale of the Aircraft and/or engine to satisfy the lien, awarding Plaintiff its damages, interest, costs, and attorneys' fees, and granting such other and further relief as the Court deems just and proper.

**COUNT II - FRAUDULENT MISREPRESENTATION  
(AGAINST DEFENDANTS NEW PACIFIC, FLOAT ALASKA, TOM, JOSH, AND  
JOEL)**

42. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 31 as if fully set forth herein.

43. At all material times, Defendants, Tom and Josh, exercised substantial control over Float Alaska and New Pacific, including control over operations, finances, contracting authority, and representations made to third parties regarding ownership, authority, and financial condition.

44. Defendants made false statements of material fact to Plaintiff in connection with Plaintiff's agreement to perform AOG maintenance work on the subject Aircraft.

45. Defendants affirmatively represented to Plaintiff that New Pacific was the owner of the Aircraft and engines, or alternatively, that it was fully authorized by the true owner to request, approve, and finance the AOG work, when in fact New Pacific was not the true owner and lacked such authority.

46. Defendant, Joel, personally communicated these ownership representations to Plaintiff and further provided false and misleading financial information regarding the financial condition and solvency of New Pacific, including representations that the company was financially healthy and capable of satisfying the agreed payment obligations.

47. Defendants, Tom and Josh, personally directed, authorized, ratified, and/or knowingly permitted Joel to make the foregoing misrepresentations on their behalf and for their benefit, and did so while exercising control over the corporate entities involved.

48. At the time the representations were made, Defendants knew or should have known that the representations regarding ownership, authority, and financial condition were false. New Pacific was insolvent or in severe financial distress and lacked the ability to satisfy its payment obligations.

49. Defendant, Joel, knew that New Pacific was not the true owner of the Aircraft and engines at the time he made the ownership representations and knew that the financial information he provided was false or materially misleading.

50. Defendants, Tom and Josh, knew or should have known that the ownership representations and financial information were false and materially misleading and nevertheless caused or allowed those representations to be made to induce Plaintiff's performance.

51. Defendants intended that Plaintiff rely upon these misrepresentations and knew that Plaintiff would not perform the AOG work or extend financing absent assurances regarding ownership, authority, and financial viability.

52. Defendants used New Pacific and Float Alaska as instrumentalities to perpetrate a fraud on Plaintiff, including by misrepresenting ownership and financial condition, while shielding themselves from personal liability.

53. The corporate forms of New Pacific and Float Alaska were used for improper purposes, including to mislead Plaintiff, to obtain services without payment, and to avoid legitimate debts, rendering adherence to the corporate fiction inequitable.

54. Plaintiff justifiably and reasonably relied on Defendants' misrepresentations in performing the AOG work and extending financing under the agreed terms.

55. Had Plaintiff known the true facts regarding ownership, authority, and Defendants' financial condition, Plaintiff would not have performed the AOG work or would have required full payment or adequate security prior to performance.

56. As a direct and proximate result of Defendants' fraudulent misrepresentations and misuse of the corporate form, Plaintiff has suffered damages, including nonpayment for labor and services

rendered, costs incurred in attempting to collect payment, and expenses associated with enforcing its mechanic's lien.

57. Under Florida law, Defendants, Tom and Josh, are personally liable for their own tortious conduct and for fraud perpetrated through the corporate entities they controlled and dominated.

58. Plaintiff has been damaged in an amount to be proven at trial and seeks all available legal and equitable relief, including compensatory damages, interest, costs, attorneys' fees where permitted, and such further relief as the Court deems just and proper.

59. Plaintiff expressly reserves the right to seek leave of Court to amend this Complaint to assert a claim for punitive damages pursuant to section 768.72, Florida Statutes, upon completion of discovery and upon a showing of a reasonable evidentiary basis supporting such relief.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor and against Defendants New Pacific, Float Alaska, Tom, Josh, and Joel on this Count for Fraudulent Misrepresentation, and award the following relief: A. Award Plaintiff compensatory damages in an amount to be proven at trial for all losses proximately caused by Defendants' fraudulent inducement, including but not limited to unpaid amounts for labor and services rendered, consequential damages, and costs incurred as a result of Defendants' misconduct; B. Declare that Defendants Tom, Josh, and Joel are individually and personally liable for their tortious conduct, including fraudulent acts committed directly or through the misuse and domination of corporate entities; C. Award Plaintiff prejudgment interest, costs, and such other relief as permitted by law; D. Reserve jurisdiction to permit Plaintiff to seek leave to amend the Complaint to assert a claim for punitive damages pursuant to section 768.72, Florida Statutes, upon a proper evidentiary showing; and E. Grant such other and further relief as the Court deems just and proper.

**COUNT III - UNJUST ENRICHMENT  
(AGAINST DEFENDANTS NEW PACIFIC AND FLOAT ALASKA)**

LAW OFFICE OF VANESSA D. TORRES, P.A.  
999 PONCE DE LEON BOULEVARD SUITE 500  
CORAL GABLES, FLORIDA 33134

60. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 31 as if fully set forth herein. This claim is pled in the alternative to Plaintiff's breach of contract claim to the extent the contract is found unenforceable or inapplicable to certain Defendants.

61. Plaintiff conferred a direct and substantial benefit upon Defendants by performing critical AOG maintenance and repair work on the subject Aircraft.

62. Plaintiff performed valuable labor and services that restored, preserved, and enhanced the condition, operability, and value of the Aircraft and engine, thereby benefiting New Pacific, which represented itself as the owner or authorized operator of the Aircraft and engine, and the true owner of the Aircraft and engine.

63. Defendant, Float Alaska, as the parent company and controlling entity of New Pacific, also directly and indirectly benefited from Plaintiff's work, including by preserving and enhancing the value of assets used in its operations and corporate structure.

64. Defendants had actual knowledge of the benefit conferred by Plaintiff.

65. Defendants were aware that Plaintiff performed the AOG work on the Aircraft, that the work was necessary to return the Aircraft to service, and that the work materially improved the condition and value of the engine.

66. Defendants voluntarily accepted and retained the benefit of Plaintiff's services.

67. The Aircraft engine continues to be used, marketed, and/or offered for sale with the benefit of Plaintiff's labor and services incorporated therein.

68. Under the circumstances, including Defendants' failure to pay for the AOG work and Defendant New Pacific's dissolution and sale of assets, it would be inequitable for Defendants to retain the benefit of Plaintiff's services without providing compensation.

69. Defendants have been unjustly enriched by receiving and retaining the value of Plaintiff's labor and services without payment, to Plaintiff's detriment.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in favor of Plaintiff and against Defendants New Pacific and Float Alaska on this Count for Unjust Enrichment, and award the following relief: A. Award Plaintiff restitution and/or disgorgement of the value of the benefit conferred upon Defendants, in an amount to be proven at trial; B. Award Plaintiff prejudgment interest as allowed by law; C. Award Plaintiff its costs and such other relief as may be permitted by law; and D. Grant such other and further relief as the Court deems just and proper.

**COUNT IV – BREACH OF CONTRACT  
(AGAINST DEFENDANT NEW PACIFIC; ALTER-EGO LIABILITY ALLEGED AS TO  
DEFENDANT FLOAT ALASKA)**

70. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 31 as if fully set forth herein.

71. Plaintiff and New Pacific entered into a valid and enforceable contract governing the performance of AOG maintenance and repair work on the subject Aircraft.

72. The contract consisted of, *inter alia*, a GTA, together with New Pacific's request for AOG services, Plaintiff's performance of the requested work, and Plaintiff's issuance of an invoice reflecting the agreed-upon pricing and payment terms for the services rendered.

73. The GTA, together with the invoice and course of performance between the parties, constitute enforceable contract documents memorializing the parties' agreement as to the scope of work, pricing, payment obligations, and applicable terms and conditions.

74. Plaintiff fully performed all of its obligations under the contract by performing the requested AOG work on the Aircraft and engine in a professional, timely, and workmanlike manner.

75. Plaintiff completed the requested work and returned the aircraft engine to service, thereby fully conferring the benefit of its performance upon New Pacific.

76. New Pacific materially breached the contract by failing and refusing to pay Plaintiff the amounts due and owing under the GTA and invoice for the AOG work performed.

77. As a direct and proximate result of New Pacific's breach, Plaintiff has suffered damages, including nonpayment for labor, services, and materials provided.

78. At all material times, Defendant Float Alaska, dominated and controlled New Pacific, such that New Pacific operated as a mere instrumentality or alter ego of Float Alaska. Float Alaska exercised control over New Pacific's operations, finances, and contracting decisions, including decisions relating to the procurement of AOG services from Plaintiff.

79. Float Alaska used New Pacific as an instrumentality to obtain the benefits of Plaintiff's services while avoiding payment, rendering it inequitable to allow Float Alaska to avoid liability for New Pacific's breach.

80. By virtue of its domination and control over New Pacific, and its misuse of the corporate form, Float Alaska is liable for New Pacific's breach of contract under alter-ego and veil-piercing principles.

81. Plaintiff has been damaged in the amount of Five Hundred Thirty Thousand And/No 100 Dollars (\$530,000.00), together with prejudgment interest, costs, and attorneys' fees as permitted by the contract and applicable law.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in favor of Plaintiff and against Defendant New Pacific on this Count for Breach of Contract, and further determine that Defendant Float Alaska is liable for such breach under alter-ego and veil-piercing principles, and award the following relief: A. Award Plaintiff compensatory damages in the amount of Five Hundred Thirty Thousand And/No 100 Dollars (\$530,000.00) for all sums due and owing under the contract, together with prejudgment interest as allowed by law; B. Declare that Defendant Float Alaska is liable for New Pacific's breach of contract by virtue of its domination and misuse of the corporate form; C. Award Plaintiff its costs and attorneys' fees as permitted by the contract and applicable law; and D. Grant such other and further relief as the Court deems just and proper.

**COUNT V – DECLARATORY JUDGMENT  
(AGAINST ALL DEFENDANTS)**

82. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 31 as if fully set forth herein.

83. This action presents a bona fide, actual, and present controversy between Plaintiff and Defendants concerning the ownership of the Aircraft and engine, the authority under which AOG work was requested, and the validity and enforceability of Plaintiff's mechanic's lien.

84. An actual, present, and practical need exists for a declaration of the parties' respective rights, status, and legal relations with respect to the Aircraft, engine, and Plaintiff's lien rights.

85. The controversy is based on an existing and ascertained set of facts, including Defendants' representations regarding ownership and authority, Plaintiff's performance of AOG maintenance work, Defendants' failure to pay, and Defendants' efforts to sell or transfer the Aircraft and engine.

86. Plaintiff's rights to payment and to enforce its mechanic's lien depend upon a judicial determination of the true ownership of the Aircraft and engine and the legal effect of Defendants' misrepresentations regarding ownership and authority.

87. The interests of Plaintiff and Defendants are adverse and antagonistic, as Plaintiff seeks to enforce its lien rights and Defendants deny liability and seek to dispose of the Aircraft and engine free and clear of Plaintiff's lien.

88. Pursuant to section 86.011, Florida Statutes, Plaintiff seeks a declaration determining, among other things: (a) the true owner of the Aircraft and engine; (b) whether Defendants had authority to request and approve the AOG work; (c) the validity and enforceability of Plaintiff's mechanic's lien notwithstanding Defendants' misrepresentations; and (d) whether Defendants are estopped from denying ownership or authority to avoid Plaintiff's lien.

89. A declaration by this Court will resolve the uncertainty and controversy giving rise to this claim and will serve a useful and practical purpose in clarifying the legal relations at issue.

WHEREFORE, Plaintiff respectfully requests that this Court enter a declaratory judgment in its favor and against Defendants, declaring the rights, status, and legal relations of the parties, including declarations that: A. Identify the true owner of the subject aircraft and engine; B. Determine whether Defendants had actual or apparent authority to request and approve the Aircraft on Ground ("AOG") work performed by Plaintiff; C. Declare that Plaintiff's mechanic's lien is valid, enforceable, and not impaired by Defendants' misrepresentations regarding ownership or authority; D. Declare that Defendants are estopped from denying ownership, authority, or liability to avoid Plaintiff's lien rights; E. Reserve jurisdiction to enforce and give effect to the Court's declarations; and F. Grant such other and further relief as the Court deems just and proper.

**COUNT VI – INJUNCTIVE RELIEF  
(AGAINST DEFENDANTS NEW PACIFIC AND FLOAT ALASKA)**

90. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 33 as if fully set forth herein.

91. Plaintiff has a substantial likelihood of success on the merits of its claims, including its claims for foreclosure of mechanic's lien, fraudulent misrepresentation, unjust enrichment, breach of contract, and declaratory relief.

92. Plaintiff will suffer immediate and irreparable harm if injunctive relief is not granted.

93. If Defendants are permitted to sell, transfer, encumber, or otherwise dispose of the aircraft and engine before this action is resolved, Plaintiff will be irreparably harmed by the loss of its ability to enforce its mechanic's lien and preserve its security interest in the property.

94. The sale or transfer of the aircraft and engine would permanently impair Plaintiff's lien rights and render any final judgment ineffectual, as the lien property would no longer be available to satisfy Plaintiff's claims.

95. The threatened injury to Plaintiff substantially outweighs any potential harm to Defendants, as the requested injunction merely preserves the status quo and does not deprive Defendants of any legitimate use of the aircraft and engine beyond disposition.

96. Temporarily enjoining the sale, transfer, or disposition of the aircraft and engine will maintain the status quo during the pendency of this action, whereas allowing such disposition would permanently deprive Plaintiff of its lien rights and security.

97. The issuance of injunctive relief serves the public interest by preventing fraudulent or improper transfers of property, preserving lien rights, and ensuring that parties who provide necessary aircraft maintenance services are not deprived of lawful remedies.

98. Plaintiff has no adequate remedy at law, as monetary damages alone would be insufficient to compensate Plaintiff for the loss of its lien rights, particularly where Defendant New Pacific Airlines is dissolving and liquidating assets.

99. The aircraft and engine are unique assets, and their disposition would cause harm that cannot be adequately remedied through money damages alone.

100. Pursuant to Florida Rule of Civil Procedure 1.610, Plaintiff is entitled to the entry of a temporary, preliminary, and permanent injunction preventing Defendants from selling, transferring, encumbering, or otherwise disposing of the aircraft and/or engine until final resolution of this action.

WHEREFORE, Plaintiff respectfully requests that this Court enter an order granting injunctive relief in favor of Plaintiff and against New Pacific and Float Alaska and: A. Immediately issue a temporary injunction, and where appropriate a temporary restraining order, enjoining Defendants from selling, transferring, encumbering, leasing, dismantling, exporting, or otherwise disposing of the subject aircraft and/or engine during the pendency of this action; B. Following hearing, enter a temporary and/or preliminary injunction preserving the status quo and preventing any disposition of the aircraft and/or engine pending final resolution of this case; C. Upon final adjudication, enter a permanent injunction prohibiting Defendants from transferring or disposing of the aircraft and/or engine in any manner that would impair Plaintiff's mechanic's lien and adjudicated rights; D. Waive, reduce, or set a nominal bond pursuant to Florida Rule of Civil Procedure 1.610(b), as Plaintiff seeks only to preserve lien property and prevent irreparable harm; E. Retain jurisdiction to enforce, modify, or dissolve the injunction as justice requires; and F. Grant such other and further relief as the Court deems just and proper.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, BISCHOFF AEROSPACE, INC., respectfully requests that this Court enter judgment in its favor and against Defendants, and grant the following relief: A. Enter an Order foreclosing Plaintiff's mechanic's lien pursuant to Florida law and directing the sale of the Aircraft and/or engine to satisfy the amounts due and owing under the lien; B. Award Plaintiff compensatory damages against Defendants NEW PACIFIC AIRLINES, INC., FLOAT ALASKA HOLDINGS LLC, TOM HSIEH, JOSH JONES, and JOEL RHODES, jointly and severally, in an amount to be proven at trial, representing the unpaid value of the work performed on the Aircraft; C. Award treble damages, if proven, against the appropriate Defendants pursuant to section 772.11, Florida Statutes, for civil theft, together with any other relief authorized by statute; D. Enter temporary, preliminary, and permanent injunctive relief pursuant to Florida Rule of Civil Procedure 1.610 prohibiting Defendants NEW PACIFIC AIRLINES, INC., FLOAT ALASKA HOLDINGS LLC, and the true owner of the Aircraft from selling, transferring, encumbering, or otherwise disposing of the aircraft and/or engine during the pendency of this action and thereafter as appropriate; E. Enter a declaratory judgment pursuant to section 86.011, Florida Statutes, declaring the rights, status, and legal relations of the parties with respect to the Aircraft, engine, and Plaintiff's mechanic's lien; F. Award Plaintiff prejudgment interest as allowed by law; G. Award Plaintiff its reasonable attorneys' fees and costs incurred in bringing this action, where permitted by contract, statute, or applicable law; and H. Grant such other and further relief as this Court deems just and proper.

Respectfully submitted,

**LAW OFFICE OF VANESSA D. TORRES, P.A.**

/s/ Vanessa D. Torres  
Vanessa D. Torres, Esquire  
Florida Bar Number 93113  
Christine Louissaint, Esquire  
Florida Bar Number 93600  
Nelsis Cancio, Esquire, Of Counsel  
Florida Bar Number 1049340  
999 Ponce de Leon Boulevard  
Suite 500  
Coral Gables, Florida 33134  
Office Phone No. (786) 801-0271  
Facsimile No. (786) 845-6571  
Service email [vanessa@vdtlaw.com](mailto:vanessa@vdtlaw.com)  
*Attorney for the Plaintiff*

## **EXHIBIT F**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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|                                 |   |                         |
|---------------------------------|---|-------------------------|
| In re:                          | ) |                         |
|                                 | ) | Chapter 11              |
| FLOAT Alaska LLC, <i>et al.</i> | ) |                         |
|                                 | ) | Case No. 26-10075 (CTG) |
| Debtors. <sup>1</sup>           | ) | (Jointly Administered)  |
|                                 | ) |                         |
|                                 | ) |                         |

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**ORDER ON BISCHOFF AEROSPACE INC.'S  
MOTION TO LIFT THE AUTOMATIC STAY**

**UPON CONSIDERATION** of *Bischoff Aerospace Inc.*'s *Motion to Lift the Automatic Stay* [D.I. \_\_\_\_] (the "Motion")<sup>2</sup> and any responses thereto; and after due deliberation thereon; and good cause having been shown and found, it is hereby:

**ORDERED**, that the Motion is **GRANTED**; and it is further

**ORDERED**, that pursuant to section 362(d)(1) of the Bankruptcy Code, the automatic stay shall be modified for the purpose of: (a) permitting Bischoff Aerospace, Inc. to pursue the Florida Case against the debtors New Pacific Airlines,

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal EIN, are: FLOAT Alaska LLC (3705), Corvus Alaska Holdings Inc. (9732), FLOAT Alaska Holdings LLC (8617), FLOAT Alaska IP LLC (1986), New Pacific Airlines, Inc. (7666), FlyCoin, Inc. (2816), and FLOAT Shuttle Inc. (4269). The Debtors' mailing address is 101 W Mission Blvd, #110-201, Pomona, CA 91766.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion

Inc. and Float Alaska Holdings LLC; and (b) confirming that the automatic stay does not apply to the non-debtor Insiders; and it is further

**ORDERED**, that the Bankruptcy Court shall retain jurisdiction to interpret, implement, and enforce the provisions of this Order; and it is further

**ORDERED**, that this Order is a Final Order within the meaning of 28 U.S.C. § 158(a)(1) and will be effective immediately upon entry.

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re:

FLOAT Alaska LLC, *et al.*

Debtors.<sup>1</sup>

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)  
) Chapter 11  
)  
) Case No. 26-10075 (CTG)  
) (Jointly Administered)  
)  
) **Hearing Date:**  
) **May 13, 2026, at 1 p.m. (ET)**  
) **Objection Deadline:**  
) **May 6, 2026, at 4 p.m. (ET)**  
)

**NOTICE OF BISCHOFF AEROSPACE INC.'S  
MOTION TO LIFT THE AUTOMATIC STAY**

**PLEASE TAKE NOTICE** that Bischoff Aerospace Inc. (“Bischoff”) has filed a Motion to Lift the Automatic Stay (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”). The Motion seeks Entry of an Order Lifting the Automatic Stay to conclude state court litigation resolving issues necessary to determine priority of claims in the above-captioned bankruptcy case.

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal EIN, are: FLOAT Alaska LLC (3705), Corvus Alaska Holdings Inc. (9732), FLOAT Alaska Holdings LLC (8617), FLOAT Alaska IP LLC (1986), New Pacific Airlines, Inc. (7666), FlyCoin, Inc. (2816), and FLOAT Shuttle Inc. (4269). The Debtors’ mailing address is 101 W Mission Blvd, #110-201, Pomona, CA 91766.

**PLEASE TAKE FURTHER NOTICE** that objections to the Motion, if any, are required to be filed on or before **May 6, 2026 at 4:00 p.m. (ET)** (the “Objection Deadline”) with the Clerk of the United States Bankruptcy Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801, and served so as to be received on or before the Objection Deadline by the undersigned counsel for Bischoff.

**PLEASE TAKE FURTHER NOTICE** that, if any objections to the Motion are received, the Motion and such objections shall be considered at a hearing before the Honorable Craig T. Goldblatt at the Bankruptcy Court, 824 N. Market Street, 3rd Floor, Courtroom No. 7, Wilmington, Delaware 19801 on **May 13, 2026 at 1 p.m. (ET)**.

**PLEASE TAKE FURTHER NOTICE THAT ONLY IF AN OBJECTION IS PROPERLY AND TIMELY FILED IN ACCORDANCE WITH THE ABOVE PROCEDURES WILL A HEARING BE HELD ON THE APPLICATION.**

Dated: April 28, 2026

**HALLORAN FARKAS + KITTLA LLP**

**Of Counsel:**

Jeffrey Greilsheimer, Esq.\*

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/s/ Dante S. Pavan

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\*Motion *pro hac vice* to be file

*Counsel for Bischoff Aerospace, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served via the Court's CM/ECF electronic filing system on all parties registered to receive such notice, this 28<sup>th</sup> day of April, 2026.

/s/ Dante S. Pavan  
Dante S. Pavan (No. 7095)