

**CONTINUED HEARING DATE AND TIME: April 12, 2018 at 3:00 p.m.**

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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:	:	Chapter 11
	:	
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	:	Case No.: 09-50026 (MG)
f/k/a General Motors Corp., <i>et al.</i>	:	
	:	(Jointly Administered)
Debtors.	:	
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**SUPPLEMENTAL MEMORANDUM IN FURTHER  
SUPPORT OF MOTION BY GENERAL MOTORS LLC  
TO ENFORCE THE BANKRUPTCY COURT’S SALE ORDER  
AND COURT-APPROVED DEFERRED TERMINATION  
(WIND-DOWN) AGREEMENT WITH RESPECT TO PAT BOMBARD**

1. At the March 29, 2018 hearing (“**Hearing**”) on the Bombard Motion to Enforce,<sup>1</sup> the Court asked the parties to provide further information regarding (a) payments made pursuant to the Bombard WD Agreement (as defined below), and (b) whether Bombard Car Co. timely

<sup>1</sup> Capitalized terms not defined herein have the meanings ascribed in the *Motion By General Motors LLC To Enforce The Bankruptcy Court’s Sale Order And Court-Approved Deferred Termination (Wind-Down) Agreement With Respect To Pat Bombard*, filed on February 27, 2018 [ECF No. 14243] (“**Bombard Motion to Enforce**”).

performed the Bombard LOI (as defined below). Attached as **Exhibit “1”** is the Declaration of Marlin E. Gilliam (“**Gilliam Decl.**”), which responds to the Court’s request.<sup>2</sup>

2. New GM is submitting this Supplemental Memorandum to put the Gilliam Decl. in a more fulsome context. Much of this information was already submitted as part of the Bombard Motion to Enforce.

3. Bombard Car Co. has not been an authorized dealer of GM vehicles since October 31, 2010—more than seven years ago.

4. On the Petition Date, Old GM sent Bombard Car Co. notice that the Bombard Dealer Agreement would not continue and that Bombard Car Co. would be wound down as a GM dealer.<sup>3</sup> Mr. Bombard and Bombard Car Co. were presented a Wind-Down Agreement (“**Bombard WD Agreement**”), which Mr. Bombard and Old GM executed in June 2009.<sup>4</sup> The Bombard WD Agreement was subsequently assumed and assigned to New GM pursuant to the Sale Order and Sale Agreement.

5. Pursuant to Section 3 of the Bombard WD Agreement, Bombard Car Co. was to receive certain wind-down payments (“**WD Payment**”) totaling \$128,163. *See* Bombard WD Agreement, ¶ 3(a). Mr. Bombard was to initially receive 25% of the WD Payment (*see id.*, ¶ 3(b)), with the balance to be made

within ten (10) business days after all of the following have occurred: (i) Dealer has sold all of its new Motor Vehicle

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<sup>2</sup> After the Hearing, counsel for New GM asked Mr. Bombard’s counsel in the NYDMV to consent to the stay requested by New GM of that proceeding while this Court addresses the Bombard Motion to Enforce. *See* E-mail from Scott Davidson to Rick Guy, Esq., dated March 30, 2018, a copy of which is attached as **Exhibit “2.”** To date, Mr. Guy has not respond to this e-mail, or consented to a stay of the proceeding in the NYDMV.

<sup>3</sup> A copy of Old GM’s notice to Bombard Car Co. is attached as **Exhibit “3.”**

<sup>4</sup> A copy of the Bombard WD Agreement is attached as Exhibit “A” to the Gilliam Decl.

inventory for the Existing Model Line prior to the termination of the Dealer Agreement, (ii) Dealer's compliance with all applicable bulk transfer, sales tax transfer or similar laws and the expiration of all time periods provided therein, (iii) Dealer's delivery to GM or the 363 Acquirer, as applicable, of certificates of applicable taxing authorities that Dealer has paid all sales, use, and other taxes or evidence reasonably satisfactory to GM or the 363 Acquirer, as applicable, that GM or the 363 Acquirer, as applicable, will have no liability or obligation to pay any such taxes that may remain unpaid, (iv) the effective date of termination of the Dealer Agreement in accordance with Section 2(a) above, (v) Dealer's compliance with the terms of Section 4(c) below, (vi) GM's or the 363 Acquirer's receipt of the fully executed Supplemental Wind-Down Agreement in substantially the form attached hereto as Exhibit A (subject to inclusion of information specific to Dealer's Dealership Operations), and (vii) GM's or the 363 Acquirer's, as applicable, receipt of any required Bankruptcy Court approvals. GM or the 363 Acquirer, as applicable, may, in its sole discretion, waive in writing any of the conditions for payment set forth in the preceding sentence.

6. Mr. Bombard was paid \$32,040.75, which was the first installment of the WD Payment. *See Gilliam Decl.*, ¶ 5. Mr. Bombard has acknowledged receiving this first installment. *See March 29, 2018 Hr'g Tr.* ("**March Tr.**"), at 14:19.

7. In his Adjudicatory Proceedings Request, Mr. Bombard claimed that the Bombard WD Agreement did not control because he had entered into a so-called "Participation Agreement" with Old GM in June 2009; however, at the Hearing, Mr. Bombard admitted that he did not have, and never received, either Old GM's or New GM's signature on that document. *See March Tr.*, at 12:8-11.

8. Notably, after the date of the alleged Participation Agreement, Old GM sent a June 11, 2009 letter<sup>5</sup> to Mr. Bombard wherein it rejected a proposal to assign the Bombard

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<sup>5</sup> A copy of Old GM's June 11, 2009 Letter is attached as **Exhibit "4."**

dealership. The Old GM letter cited to the Bombard WD Agreement, and not the alleged “Participation Agreement”, thus demonstrating that the only agreement that Mr. Bombard had with Old GM (or New GM) after the Old GM bankruptcy was the Bombard WD Agreement.

9. Mr. Bombard later sought reinstatement of his dealership, and New GM offered Bombard Car Co. a Letter of Intent that Mr. Bombard executed on or about March 17, 2010 (“**Bombard LOI**”).<sup>6</sup> The Bombard LOI had multiple conditions that had to be satisfied before Bombard Car Co. could be reinstated, including (i) obtaining appropriate financing, and (ii) returning the first installment of the WD Payment. *See* Bombard LOI, ¶¶ 7, 10. The Bombard LOI would expire 60 days after its execution unless the parties agreed to an extension in writing. *Id.*, ¶ 12.

10. The Bombard LOI specifically references the Bombard WD Agreement, not Mr. Bombard’s alleged “Participation Agreement” (*see* Bombard LOI, at 1), once again demonstrating that the only agreement Mr. Bombard had with Old GM (or New GM) after the Old GM bankruptcy was the Bombard WD Agreement. Moreover, if there had been a valid Participation Agreement in place at the time, as Mr. Bombard has claimed, there would have been no need for the Bombard LOI.

11. The business certificate for Bombard Car Co. expired on April 30, 2010, a few weeks before the expiration of the Bombard LOI.<sup>7</sup>

12. Mr. Bombard and Bombard Car Co. did not comply with the terms and conditions in the Bombard LOI. Consequently, by letter dated July 16, 2010 (“**July 2010 Letter**”),<sup>8</sup> New

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<sup>6</sup> A copy of the Bombard LOI is attached as Exhibit “C” to the Gilliam Decl.

<sup>7</sup> A copy of Bombard Car Co.’s Official Business Certificate was attached to his Adjudicatory Proceedings Request as Exhibit I; a copy is attached as **Exhibit “5.”**

GM notified Mr. Bombard and Bombard Car Co. that the Bombard LOI had expired, and the terms of the Bombard WD Agreement would govern the termination of the Bombard dealership. *See Gilliam Decl.*, ¶¶ 8-11.

13. In accordance with the Bombard WD Agreement, the Bombard Dealer Agreement was terminated on October 31, 2010. New GM notified Mr. Bombard of this termination by letter dated November 3, 2010 (“**November 2010 Letter**”).<sup>9</sup> As stated in the November 2010 Letter, Mr. Bombard did not comply with the terms of the Bombard LOI. Specifically, he “never provided GM with satisfactory evidence of compliance with all of the terms and conditions of the Letter of Intent, specifically, Wholesale Floorplan Financing or return of the Wind-down payment. As a result, pursuant to its terms, the Letter of Intent expired months ago.” November 2010 Letter.

14. New GM has no record of Mr. Bombard returning the first installment of the WD Payment or obtaining Wholesale Floorplan financing. *See Gilliam Decl.*, ¶¶ 9-10.

15. On August 28, 2013, Mr. Bombard commenced a Chapter 11 bankruptcy case in the United States Bankruptcy Court for the Northern District of New York (“**Northern District Bankruptcy Court**”), Case No. 13-31479-5-mcr.<sup>10</sup> Mr. Bombard’s bankruptcy petition made multiple admissions—under the penalty of perjury—relevant to this matter. In his Schedule B – Personal Property, Mr. Bombard described Bombard Car Co. as an *inactive* franchise: “Bombard Car Company Inc. doing business as ‘Bombard Chevrolet’ – Inactive Franchise – 100% owner. Closed and Inactive status.” Under “nature, location and name of business,” he

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<sup>8</sup> A copy of the July 2010 Letter is attached as Exhibit “F” to the Gilliam Decl.

<sup>9</sup> A copy of the November 2010 Letter is attached as Exhibit “G” to the Gilliam Decl.

<sup>10</sup> A copy of Mr. Bombard’s bankruptcy petition is attached as **Exhibit “6.”**

listed Bombard Car Co., but he confirmed that it was “no longer operating.” He did not list the Bombard Dealer Agreement as an executory contract in Schedule G to his petition, nor did he list any associated income in Schedule I.<sup>11</sup>

16. With his bankruptcy petition, Mr. Bombard also filed an “Affidavit Pursuant to LBR 2015-2” (“**LBR 2015-2 Affidavit**”).<sup>12</sup> In it, Mr. Bombard stated as follows:

- ¶ 3 “I formerly operated two businesses in Skaneateles, New York. Those businesses were Bombard Car Co . Inc., doing business as ‘Bombard Chevrolet’, and You Store it Skaneateles LLC. However, the car dealership is no longer operational . . . .”
- ¶ 5 “Since 1992, I operated Bombard Chevrolet, in Skaneateles New York. The primary business of Bombard Chevrolet was the sale and service of automobiles.”
- ¶¶ 7-8 “However, beginning in 2008, I could no longer effectively operate Bombard Chevrolet due to the problems General Motors faced at that time. The climate of the auto-industry, poor sales, and General Motors financial troubles ultimately closed a once successful family car business. The closing of Bombard Chevrolet substantially strained my ability to meet both my personal and business financial obligations.”
- ¶ 12 “The financial difficulties from the personal and business debt I accumulated over the years, pending legal actions, and the closing of my businesses, ultimately lead to the foreclosure sale of my former home . . . .”

17. In the fall of 2014—four years after he ceased to be a GM dealer—Mr. Bombard sent New GM a fax<sup>13</sup> asking for a new contract: “Please forward to my e-mail all Dealership New Contract for 5 year renewal per your agreement on my Chevrolet store. I am excited about my new store and Chevrolet new product and breaking more sales records.” New GM did not

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<sup>11</sup> In addition, while Mr. Bombard asserted at the March 29, 2018 hearing that he had \$8.9 million in assets at the time of his bankruptcy filing (*see* March Tr., at 10:22-25), his bankruptcy petition lists only \$1.66 million in assets. *See* Exhibit “6” (Summary of Schedules).

<sup>12</sup> A copy of the LBR 2015-2 Affidavit is attached as **Exhibit “7.”**

<sup>13</sup> A copy of the October 8, 2014 fax is attached as **Exhibit “8.”**

send him a new Dealer Agreement, nor had New GM promised to do so, because Mr. Bombard had no Dealer Agreement “to renew.” As noted, Bombard Car Co.’s Dealer Agreement had terminated on October 31, 2010.

18. New GM received several more communications from Mr. Bombard in 2015. *See* Reply Brief in Support of Motion to Enforce, Exh. “B.” By letter dated January 5, 2016

(“**January 2016 Letter**”),<sup>14</sup> New GM informed Mr. Bombard—again—that he

no longer ha[d] a General Motors Dealer Sales and Service Agreement for Chevrolet as a result of the Dealer Company’s failure to comply with the March 11, 2010 Letter of Intent you executed on March 17th of that year. You received notice on both July 16, 2010 and November 3, 2010 of your failure to comply with the Letter of Intent, specifically, your failure to provide evidence of floorplan and the failure to return the initial wind-down payment within 60 days of your execution of the Letter of Intent.

19. New GM has not paid Mr. Bombard the balance of the WD Payment because he has not satisfied the conditions contained in the Bombard WD Agreement. *See* Gilliam Decl., ¶¶

13-14. New GM explained these facts to Mr. Bombard in an email on March 5, 2016 (“**March 5, 2016 E-Mail**”),<sup>15</sup>

As stated in my January letter and in the materials provided with that letter, you do not have a General Motors Dealer Sales and Service Agreement for Chevrolet. You do, however, have unclaimed wind down funds available upon completion of a number of outstanding requirements. I will be able to provide you a list of the remaining issues that must be resolved in order to receive the remainder of your wind down payment when I return to the office next week.

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<sup>14</sup> A copy of the January 2016 Letter is attached as **Exhibit “9.”**

<sup>15</sup> A copy of the March 5, 2016 E-Mail is attached as **Exhibit “10.”**

20. Two days later (“**March 7, 2016 E-Mail**”),<sup>16</sup> Mr. Bombard was advised that there were “two forms that must be completed prior to releasing the remaining wind down funds being held on behalf of Bombard Motors. Once these are executed and provided to GM, we can complete the required sales tax compliance check. Let me know if you have any questions concerning these forms.” Both forms – a Post Termination Notification (which is needed for a tax clearance process) and the Supplemental Wind-Down Agreement – were attached to this email. To date, Mr. Bombard has not completed and returned either form.

21. In sum, New GM has explained to Mr. Bombard on multiple occasions that the Bombard Dealer Agreement terminated pursuant to the terms of the Bombard WD Agreement on October 31, 2010. New GM has no record of Mr. Bombard paying back the first installment of the WD Payment. After Mr. Bombard completes the required forms and sends them to New GM, and assuming he otherwise complies with the terms of the Bombard WD Agreement (including the covenant not to sue New GM), the remaining portion of the WD Payment will be released to him. *See Gilliam Decl.*, ¶ 14.

WHEREFORE, New GM respectfully requests that this Court enter an order, substantially in the form of order attached to the Bombard Motion to Enforce as Exhibit “N,” granting the relief sought in the Bombard Motion to Enforce, and for such other and further relief as this Court may deem just and proper.

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<sup>16</sup> A copy of the March 7, 2016 E-Mail is attached as **Exhibit “11.”**



Dated: New York, New York  
April 5, 2018

Respectfully submitted,

/s/ Arthur Steinberg  
Arthur Steinberg  
Scott Davidson  
KING & SPALDING LLP  
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New York, New York 10036  
Telephone: (212) 556-2100  
Facsimile: (212) 556-2222

*Attorneys for General Motors LLC*

# **Exhibit 1**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re: : Chapter 11  
: :  
MOTORS LIQUIDATION COMPANY, *et al.*, : Case No.: 09-50026 (MG)  
f/k/a General Motors Corp., *et al.* :  
: (Jointly Administered)  
Debtors. :  
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**DECLARATION OF MARLIN E. GILLIAM IN SUPPORT OF THE MOTION BY  
GENERAL MOTORS LLC TO ENFORCE THE BANKRUPTCY  
COURT’S SALE ORDER AND COURT-APPROVED DEFERRED TERMINATION  
(WIND-DOWN) AGREEMENT WITH RESPECT TO PAT BOMBARD**

I, Marlin E. Gilliam, hereby declare under the penalty of perjury, pursuant to 28 U.S.C. § 1746, that the following is true and correct to the best of my knowledge, information and belief:

1. I am an employee of General Motors LLC (“**New GM**”). I am currently an Analyst in New GM’s Dealer Business Management, Planning & Performance group. I have held my current position for the past six months. Immediately before my current position, I supported New GM’s Dealer Network Planning and Investment group for several years, where my responsibilities included monitoring the progress of wind-down dealers like Bombard Car Co, Inc.

2. I make this declaration based upon my personal knowledge and my review of New GM’s business records concerning Bombard Car Co. I am competent to testify regarding these facts if called upon to do so.

3. As part of the General Motors Corporation (“**Old GM**”) bankruptcy, Mr. Bombard and Bombard Car Co. were presented with a Wind-Down Agreement, which Mr. Bombard and Old GM executed in June 2009 (“**Bombard WD Agreement**”). A copy of the Bombard WD Agreement is attached as **Exhibit “A.”**

4. Under Section 3 of the Bombard WD Agreement, Bombard Car Co. was to be paid \$128,163.00 (“**WD Payment**”). The first 25% of the WD Payment was to be paid 10 business days following the 363 Sale; the 75% balance was to be paid after all of the conditions set forth in Section 3(b) of the Bombard WD Agreement were satisfied.

5. Mr. Bombard was paid \$32,040.75, which was the first installment of the WD Payment. A spreadsheet reflecting New GM’s payment is attached as **Exhibit “B.”**

6. On or about March 11, 2010, New GM sent Mr. Bombard a letter of intent, which Mr. Bombard executed on March 17, 2010 (the “**Bombard LOI**”). A copy of the Bombard LOI is attached as **Exhibit “C.”**

7. The Bombard LOI included a series of requirements that Mr. Bombard and/or Bombard Car Co. had to satisfy within 60 days—or by May 16, 2010 (the “**Compliance Deadline**”)—to remain a New GM dealer.

8. Mr. Bombard did not comply with at least two of the Bombard LOI requirements:

- A. Under Paragraph 7 of the Bombard LOI, Mr. Bombard and Bombard Car Co. had to provide evidence of Wholesale Floorplan financing; and
- B. Under Paragraph 10 of the Bombard LOI, Mr. Bombard and Bombard Car Co. had to return the \$32,040.75 that they received as the first installment of the WD Payment.

9. According to New GM’s records, Mr. Bombard has never returned the \$32,040.75. A screenshot reflecting New GM’s records documenting the non-repayment of the \$32,040.75 is attached as **Exhibit “D.”**

10. According to New GM’s business records, Mr. Bombard did not obtain Wholesale Floorplan financing. Documents reflecting Mr. Bombard and Bombard Car Co.’s failure to provide evidence of Wholesale Floorplan financing are attached as **Exhibit “E.”**

11. On July 16, 2019, two months after the Compliance Deadline expired, New GM sent Mr. Bombard a letter (“**July 2010 Letter**”) advising him that the Bombard LOI had expired for failure to satisfy its conditions, and that the terms of the Bombard WD Agreement would govern the termination of the Bombard dealership. A copy of the July 2010 Letter is attached hereto as **Exhibit “F.”**

12. On November 3, 2010, New GM sent Mr. Bombard a letter (“**November 2010 Letter**”) stating that the Bombard dealership terminated on October 31, 2010 pursuant to the Bombard WD Agreement. A copy of the November 2010 Letter is attached hereto as **Exhibit “G.”**

13. According to New GM’s records, Mr. Bombard has not complied with all of the conditions in the Bombard WD Agreement; therefore, New GM has continued to hold the balance of the WD Payment. Screenshots reflecting New GM’s records documenting both the amount of that balance (*i.e.*, \$96,122.25) and what Mr. Bombard must do to receive it are attached as **Exhibit “H.”**

14. Upon his satisfaction of these required conditions, Mr. Bombard would be entitled to the balance of the WD Payment in the amount of \$96,122.25.

Dated: April 5, 2018

/s/ Marlin E. Gilliam  
Marlin E. Gilliam

# **Exhibit A**

Skanawater, NY

## WIND-DOWN AGREEMENT

THIS WIND-DOWN AGREEMENT (this "Agreement") is made and entered into as of the 1st day of June, 2009, by and between Bombard Car Co., Inc. ("Dealer"), and GENERAL MOTORS CORPORATION ("GM").

### RECITALS

A. Dealer and GM are the parties to Dealer Sales and Service Agreement (the "Dealer Agreement") for Chevrolet motor vehicles (the "Existing Model Line"). Capitalized terms not otherwise defined in this Agreement shall have the definitions set forth for such terms in the Dealer Agreement.

B. GM is the debtor and debtor-in-possession in a bankruptcy case (the "Bankruptcy Case") pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), having filed a voluntary petition under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"). No trustee has been appointed and GM is operating its business as debtor-in-possession.

C. GM intends to sell, convey, assign and otherwise transfer certain of its assets (the "363 Assets") to a purchaser (the "363 Acquirer") pursuant to Section 363 of the Bankruptcy Code (the "363 Sale"), subject to approval by and order of the Bankruptcy Court.

D. GM has considered moving and may, at its option, move to reject the Dealer Agreement in the Bankruptcy Case, as permitted under the Bankruptcy Code, unless Dealer executes and delivers this Agreement to GM on or before June 12, 2009.

E. In return for the payments set forth herein and GM's willingness not to pursue the immediate rejection of the Dealer Agreement in the Bankruptcy Case, Dealer desires to enter into this Agreement, (i) to allow Dealer, among other things, to wind down its Dealership Operations in an orderly fashion (specifically including the sale of all Dealer's new Motor Vehicles), (ii) to provide for Dealer's voluntary termination of the Dealer Agreement, GM's payment of certain monetary consideration to Dealer, and Dealer's covenants regarding its continuing Dealership Operations under the Dealer Agreement, as supplemented by the terms of this Agreement (the "Subject Dealership Operations"), and (iii) to provide for Dealer's release of GM, the 363 Acquirer and their related parties from any and all liability arising out of or connected with the Dealer Agreement, any predecessor agreement(s) thereto, and the relationship between GM and Dealer relating to the Dealer Agreement, and any predecessor agreement(s) thereto, all on the terms and conditions set forth herein.

### COVENANTS

NOW, THEREFORE, in consideration of the foregoing recitals and the premises and covenants contained herein, Dealer and GM hereby agree (subject to any required Bankruptcy Court approvals) as follows:

1. Assignment-363 Sale. Dealer acknowledges and agrees that GM has the right, but not the obligation, to seek to assign the Dealer Agreement and this Agreement in the Bankruptcy Case to the 363 Acquirer. As part of the 363 Sale, provided such sale closes, GM may, in its sole discretion, assign the Dealer Agreement and this Agreement to the 363 Acquirer. If GM elects to exercise its option to assign the Dealer Agreement and this Agreement, Dealer specifically agrees to such assignment and agrees not to object to or protest any such assignment.

12 THIS DOCUMENT SHALL BE NULL AND VOID IF NOT EXECUTED BY DEALER AND RECEIVED BY GM ON OR BEFORE JUNE 12, 2009 OR IF DEALER CHANGES ANY TERM OR PROVISION HEREIN

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2. Termination of Dealer Agreement. Subject to the terms of Section 1 above:

~~(a) Dealer hereby covenants and agrees to conduct the Subject Dealership Operations~~  
until the effective date of termination of the Dealer Agreement, which shall not occur earlier than January 1, 2010 or later than October 31, 2010, under and in accordance with the terms of the Dealer Agreement, as supplemented by the terms of this Agreement. Accordingly, Dealer hereby terminates the Dealer Agreement by written agreement in accordance with Section 14.2 thereof, such termination to be effective on October 31, 2010. Notwithstanding the foregoing, either party may, at its option, elect to cause the effective date of termination of the Dealer Agreement to occur (if not terminated earlier as provided herein) on any date after December 31, 2009, and prior to October 31, 2010, upon thirty (30) days written notice to the other party. In addition, and notwithstanding the foregoing, if Dealer has sold of all of its new Motor Vehicle inventory on or before December 31, 2009 and wishes to terminate the Dealer Agreement prior to January 1, 2010, Dealer may request that GM or the 363 Acquirer, as applicable, approve such termination and, absent other limiting circumstances, GM or the 363 Acquirer, as applicable, shall not unreasonably withhold its consent to such termination request, subject to the terms of this Agreement.

(b) Concurrently with its termination of the Dealer Agreement, Dealer hereby conveys to GM or the 363 Acquirer, as applicable, a non-exclusive right to use Dealer's customer lists and service records for the Subject Dealership Operations, and within ten (10) days following GM's or the 363 Acquirer's, as applicable, written request, Dealer shall deliver to GM or the 363 Acquirer, as applicable, digital computer files containing copies of such lists and records. Such right of use shall include without limitation the right to communicate with and solicit business and information from customers identified in such lists and records and to assign such non-exclusive right to third parties without thereby relinquishing its own right of use.

3. Payment to Dealer.

(a) Subject to Sections 1 and 2 above, in consideration of (i) Dealer's execution and delivery to GM of this Agreement, (ii) Dealer's agreement to sell its new Motor Vehicle inventory as set forth below, and (iii) the termination of the Dealer Agreement by written agreement in accordance with Section 14.2 thereof (as set forth in Section 2 of this Agreement), GM or the 363 Acquirer, as applicable, shall pay, or cause to be paid, to Dealer the sum of \$128,163 (the "Wind-Down Payment Amount"), subject to the terms herein. This payment is consideration solely for Dealer's covenants, releases and waivers set forth herein, and Dealer's transfer to GM or the 363 Acquirer, as applicable, of a non-exclusive right to use the customer lists and service records.

(b) GM shall pay twenty-five percent (25%) of the Wind-Down Payment Amount (the "Initial Payment Amount") to Dealer by crediting Dealer's open account maintained by GM on the GM Dealer Payment System (the "Open Account"), in accordance with GM's standard practices, within ten (10) business days following the later of (i) GM's receipt of any required Bankruptcy Court approvals, or (ii) full execution and delivery of this Agreement. GM or the 363 Acquirer, as applicable, shall pay the balance of the Wind-Down Payment Amount (the "Final Payment Amount") to Dealer, subject to the terms of this Agreement, by crediting Dealer's Open Account in accordance with its standard practices, within ten (10) business days after all of the following have occurred: (i) Dealer has sold all of its new Motor Vehicle inventory for the Existing Model Line prior to the termination of the Dealer Agreement, (ii) Dealer's compliance with all applicable bulk transfer, sales tax transfer or similar laws and the expiration of all time periods provided therein, (iii) Dealer's delivery to GM or the 363 Acquirer, as applicable, of





certificates of applicable taxing authorities that Dealer has paid all sales, use, and other taxes or evidence reasonably satisfactory to GM or the 363 Acquirer, as applicable, that GM or the 363 Acquirer, as applicable, will have no liability or obligation to pay any such taxes that may remain unpaid, (iv) the effective date of termination of the Dealer Agreement in accordance with Section 2(a) above, (v) Dealer's compliance with the terms of Section 4(c) below, (vi) GM's or the 363 Acquirer's receipt of the fully executed Supplemental Wind-Down Agreement in substantially the form attached hereto as Exhibit A (subject to inclusion of information specific to Dealer's Dealership Operations), and (vii) GM's or the 363 Acquirer's, as applicable, receipt of any required Bankruptcy Court approvals. GM or the 363 Acquirer, as applicable, may, in its sole discretion, waive in writing any of the conditions for payment set forth in the preceding sentence.

(c) In addition to any other setoff rights under the Dealer Agreement, payment of all or any part of the Wind-Down Payment Amount may, in GM's or the 363 Acquirer's reasonable discretion, be (i) reduced by any amount owed by Dealer to GM or the 363 Acquirer, as applicable, or their Affiliates (as defined below), and/or (ii) delayed in the event GM or the 363 Acquirer, as applicable, has a reasonable basis to believe that any party has or claims any interest in the assets or properties of Dealer relating to the Subject Dealership Operations including, but not limited to, all or any part of the Wind-Down Payment Amount (each, a "Competing Claim"), in which event GM or the 363 Acquirer, as applicable, may delay payment of all or any part of the Wind-Down Payment Amount until GM or the 363 Acquirer, as applicable, has received evidence in form and substance reasonably acceptable to it that all Competing Claims have been fully and finally resolved.

4. Complete Waiver of All Termination Assistance Rights. In consideration of the agreements by GM hereunder, upon the termination of the Dealer Agreement, as provided in this Agreement, and cessation of the Subject Dealership Operations, the following terms shall apply in lieu of Dealer's rights to receive termination assistance, whether under the Dealer Agreement or applicable laws, all of which rights Dealer hereby waives:

(a) Neither GM nor the 363 Acquirer, as applicable, shall have any obligation to repurchase from Dealer any Motor Vehicles whatsoever.

(b) Neither GM nor the 363 Acquirer, as applicable, shall have any obligation to repurchase from Dealer any Parts or Accessories or Special Tools whatsoever.

(c) Dealer shall eliminate or remove from the Dealership Premises all Dealer-owned signs (freestanding or not) for the Subject Dealership Operations within thirty (30) days following the effective date of termination at no cost to either GM or the 363 Acquirer, as applicable. Dealer understands and agrees that neither GM nor the 363 Acquirer, as applicable, will purchase any Dealer-owned signs used in connection with the Subject Dealership Operations. Dealer hereby waives any rights it may have to require either GM or the 363 Acquirer, as applicable, to purchase any signs used or useful in connection with the Subject Dealership Operations. Dealer shall provide, or shall cause the owner of the Dealership Premises to provide, GMDI access to the Dealership Premises in order for GMDI to remove all GM signs leased to Dealer by GMDI. Dealer understands and agrees that the Wind-Down Payment Amount was determined by GM in part based on Dealer's agreement that it will timely remove all signs for the Subject Dealership Operations and will not require or attempt to require GM or the 363 Acquirer, as applicable, to purchase any or all of such signs pursuant to the provisions of the Dealer Agreement or any applicable statutes, regulations, or other laws.



(d) Dealer expressly agrees that the provisions of Article 15 of the Dealer Agreement do not, by their terms, apply to this termination.

(e) Dealer expressly agrees that all termination rights of Dealer are set forth herein and expressly agrees that any termination assistance otherwise available to Dealer as set forth in the Dealer Agreement or any state statute or regulation shall not apply to Dealer's termination of the Dealer Agreement.

(f) The terms of this Section 4 shall survive the termination of this Agreement.

5. Release; Covenant Not to Sue; Indemnity.

(a) Dealer, for itself, its Affiliates and any of their respective members, partners, venturers, stockholders, officers, directors, employees, agents, spouses, legal representatives, successors, and assigns (collectively, the "Dealer Parties"), hereby releases, settles, cancels, discharges, and acknowledges to be fully satisfied any and all claims, demands, damages, debts, liabilities, obligations, costs, expenses, liens, actions, and causes of action of every kind and nature whatsoever (specifically including any claims which are pending in any court, administrative agency or board or under the mediation process of the Dealer Agreement), whether known or unknown, foreseen or unforeseen, suspected or unsuspected ("Claims"), which Dealer or anyone claiming through or under Dealer may have as of the date of the execution of this Agreement against GM, the 363 Acquirer, their Affiliates or any of their respective members, partners, venturers, stockholders, officers, directors, employees, agents, spouses, legal representatives, successors or assigns (collectively, the "GM Parties"), arising out of or relating to (i) the Dealer Agreement or this Agreement, (ii) any predecessor agreement(s), (iii) the operation of the dealership for the Existing Model Line, (iv) any facilities agreements, including without limitation, any claims related to or arising out of dealership facilities, locations or requirements, Standards for Excellence ("SFE") related payments or bonuses (except that GM shall pay any SFE payments due Dealer for the second (2<sup>nd</sup>) quarter of 2009 and neither GM nor the 363 Acquirer, as applicable, shall collect any further SFE related payments from Dealer for the third (3<sup>rd</sup>) quarter of 2009 or thereafter), and any representations regarding motor vehicle sales or profits associated with Dealership Operations under the Dealer Agreement, or (v) any other events, transactions, claims, discussions or circumstances of any kind arising in whole or in part prior to the effective date of this Agreement, provided, however, that the foregoing release shall not extend to (x) reimbursement to Dealer of unpaid warranty claims if the transactions giving rise to such claims occurred within ninety (90) days prior the date of this Agreement, (y) the payment to Dealer of any incentives currently owing to Dealer or any amounts currently owing to Dealer in its Open Account, or (z) any claims of Dealer pursuant to Section 17.4 of the Dealer Agreement, all of which amounts described in (x) - (z) above of this sentence shall be subject to setoff by GM or the 363 Acquirer, as applicable, of any amounts due or to become due to either or any of its Affiliates. GM or the 363 Acquirer, as applicable, shall not charge back to Dealer any warranty claims approved and paid by GM or the 363 Acquirer, as applicable, prior to the effective date of termination, as described in Section 2 above, after the later to occur of (A) the date six (6) months following payment, or (B) the effective date of termination, except that GM or the 363 Acquirer, as applicable, may make charge-backs for false, fraudulent or unsubstantiated claims within two (2) years of payment.

(b) As set forth above, GM reaffirms the indemnification provisions of Section 17.4 of the Dealer Agreement and specifically agrees that such provisions apply to all new Motor Vehicles sold by Dealer.



(c) Dealer, for itself, and the other Dealer Parties, hereby agrees not to, at any time, sue, protest, institute or assist in instituting any proceeding in any court or administrative proceeding, ~~or otherwise assert (i) any Claim that is covered by the release provision in subparagraph (a)~~ above or (ii) any claim that is based upon, related to, arising from, or otherwise connected with the assignment of the Dealer Agreement or this Agreement by GM to the 363 Acquirer in the 363 Sale, if any, or an allegation that such assignment is void, voidable, otherwise unenforceable, violates any applicable law or contravenes any agreement. As a result of the foregoing, any such breach shall absolutely entitle GM or the 363 Acquirer, as applicable, to an immediate and permanent injunction to be issued by any court of competent jurisdiction, precluding Dealer from contesting GM's or the 363 Acquirer's, as applicable, application for injunctive relief and prohibiting any further act by Dealer in violation of this Section 7. In addition, GM or the 363 Acquirer, as applicable, shall have all other equitable rights in connection with a breach of this Section 7 by Dealer, including, without limitation, the right to specific performance.

(d) Dealer shall indemnify, defend and hold the GM Parties harmless, from and against any and all claims, demands, fines, penalties, suits, causes of action, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs) which may be imposed upon or incurred by the GM Parties, or any of them, arising from, relating to, or caused by Dealer's (or any other Dealer Party's) breach of this Agreement or Dealer's execution or delivery of or performance under this Agreement. "Affiliate" means, with respect to any Person (as defined below), any Person that controls, is controlled by or is under common control with such Person, together with its and their respective partners, venturers, directors, officers, stockholders, agents, employees and spouses. "Person" means an individual, partnership, limited liability company, association, corporation or other entity. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise.

(e) The terms of this Section 5 shall survive the termination of this Agreement.

6. Subject Dealership Operations. From the effective date of this Agreement until the effective date of termination of the Dealer Agreement (which shall not occur prior to January 1, 2010, subject to Section 2(a) above):

(a) Dealer shall not, and shall have no right to, purchase Motor Vehicles from GM or the 363 Acquirer, as applicable, which rights Dealer hereby waives.

(b) Dealer shall have the right to purchase service parts from GM or the 363 Acquirer, as applicable, to perform warranty service and other normal service operations at the Dealership Premises during the term of this Agreement. Dealer shall have no obligation, however, to follow the recommendations of GM's service parts operations' retail inventory management ("RIM") process, which recommendations are provided for guidance purposes only. Dealer's future orders of service parts of any kind (as well as service parts currently on hand and those acquired in the future from a source other than GM or the 363 Acquirer, as applicable), including but not limited to RIM-recommended orders, shall not be eligible for return.

(c) Dealer shall not, and shall have no right to, propose to GM or the 363 Acquirer, as applicable, (under Section 12.2 of the Dealer Agreement or otherwise) or consummate a change in Dealer Operator, a change in ownership, or, subject to GM's or the 363 Acquirer's, as applicable, option, a transfer of the dealership business or its principal assets to any Person; provided, however, that GM or the 363 Acquirer, as applicable, shall honor the terms of Section



12.1 of the Dealer Agreement upon the death or incapacity of the Dealer Operator, except that the term of any new dealer agreement under Subsection 12.1.5 shall expire on October 31, 2010, ~~subject to the terms of this Agreement. Accordingly, neither GM nor the 363 Acquirer, as applicable, shall have any obligation (under Section 12.2 of the Dealer Agreement or otherwise) to review, process, respond to, or approve any application or proposal to accomplish any such change, except as expressly otherwise provided in the preceding sentence.~~

(d) In addition to all other matters set forth herein, the following portions of the Dealer Agreement shall not apply; Sections 6.1 and 6.3.1 (concerning ordering of new Motor Vehicles), Article 8 (Training), Article 9 (Review of Dealer's Performance), Sections 12.2 and 12.3 (Changes in Management and Ownership), Article 15 (Termination Assistance), and Article 16 (Dispute Resolution).

(e) Except as expressly otherwise set forth herein, the terms of the Dealer Agreement, shall remain unmodified and in full force and effect.

#### 7. No Protest.

(a) GM or the 363 Acquirer, as applicable, may desire to relocate or establish representation for the sale and service of the Existing Model Line in the vicinity of Dealer's Dealership Premises identified in the Dealer Agreement. In consideration of GM's and the 363 Acquirer's, as applicable, covenants and obligations herein, Dealer covenants and agrees that it will not commence, maintain, or prosecute, or cause, encourage, or advise to be commenced, maintained, or prosecuted, or assist in the prosecution of any action, arbitration, mediation, suit, proceeding, or claim of any kind, before any court, administrative agency, or other tribunal or dispute resolution process, whether federal, state, or otherwise, to challenge, protest, prevent, impede, or delay, directly or indirectly, any establishment or relocation whatsoever of a motor vehicle dealership for the Existing Model Line.

(b) Dealer, for itself and for each and all of the other Dealer Parties, hereby releases and forever discharges the GM Parties, from any and all past, present, and future claims, demands, rights, causes of action, judgments, executions, damages, liabilities, costs, or expenses (including, without limitation, attorneys' fees) which they or any of them have or might have or acquire, whether known or unknown, actual or contingent, which arise from, are related to, or are associated in any way with, directly or indirectly, the establishment or relocation of such Existing Model Line.

(c) Dealer recognizes that it may have some claim, demand, or cause of action of which it is unaware and unsuspecting which it is giving up pursuant to this Section 7. Dealer further recognizes that it may have some loss or damage now known that could have consequences or results not now known or suspected, which it is giving up pursuant to this Section 7. Dealer expressly intends that it shall be forever deprived of any such claim, demand, cause of action, loss, or damage and understands that it shall be prevented and precluded from asserting any such claim, demand, cause of action, loss, or damage.

(d) Dealer acknowledges that, upon a breach of this Section 7 by Dealer, the determination of the exact amount of damages would be difficult or impossible and would not restore GM or the 363 Acquirer, as applicable, to the same position it would occupy in the absence of breach. As a result of the foregoing, any such breach shall absolutely entitle GM or the 363 Acquirer, as applicable, to an immediate and permanent injunction to be issued by any court of competent jurisdiction, precluding Dealer from contesting GM's or the 363 Acquirer's, as applicable, application for injunctive relief and prohibiting any further act by Dealer in



violation of this Section 7. In addition, GM or the 363 Acquirer, as applicable, shall have all other equitable rights in connection with a breach of this Section 7 by Dealer, including, without limitation, the right to specific performance.

8. Due Authority. Dealer and the individual(s) executing this Agreement on behalf of Dealer hereby jointly and severally represent and warrant to GM that this Agreement has been duly authorized by Dealer and that all necessary corporate action has been taken and all necessary corporate approvals have been obtained in connection with the execution and delivery of and performance under this Agreement.

9. Confidentiality. Dealer hereby agrees that, without the prior written consent of GM or the 363 Acquirer, as applicable, it shall not, except as required by law, disclose to any person (other than its agents or employees having a need to know such information in the conduct of their duties for Dealer, which agents or employees shall be bound by a similar undertaking of confidentiality) the terms or conditions of this Agreement or any facts relating hereto or to the underlying transactions.

10. Informed and Voluntary Acts. Dealer has reviewed this Agreement with its legal, tax, or other advisors, and is fully aware of all of its rights and alternatives. In executing this Agreement, Dealer acknowledges that its decisions and actions are entirely voluntary and free from any duress.

11. Binding Effect. This Agreement shall benefit and be binding upon the parties hereto and their respective successors or assigns. Without limiting the generality of the foregoing, after the 363 Sale occurs and provided that GM assigns the Dealer Agreement and this Agreement to the 363 Acquirer, this Agreement shall benefit and bind the 363 Acquirer.

12. Effectiveness. This Agreement shall be deemed withdrawn and shall be null and void and of no further force or effect unless this Agreement is executed fully and properly by Dealer and is received by GM on or before June 12, 2009.

13. Continuing Jurisdiction. By executing this Agreement, Dealer hereby consents and agrees that the Bankruptcy Court shall retain full, complete and exclusive jurisdiction to interpret, enforce, and adjudicate disputes concerning the terms of this Agreement and any other matter related thereto. The terms of this Section 13 shall survive the termination of this Agreement.

14. Other Agreements.

(a) Dealer shall continue to comply with all of its obligations under Channel Agreements (as defined below) between GM and Dealer, provided that GM or the 363 Acquirer, as applicable, and Dealer shall enter into any amendment or modification to the Channel Agreements required as a result of GM's restructuring plan, in a form reasonably satisfactory to GM or the 363 Acquirer, as applicable. In the event of any conflict between the terms of the Channel Agreements and this Agreement, the terms and conditions of this Agreement shall control.

(b) The term "Channel Agreements" shall mean any agreement (other than the Dealer Agreement) between GM and Dealer imposing on Dealer obligations with respect to its Dealership Operations under the Dealer Agreement, including, without limitation, obligations to relocate Dealership Operations, to construct or renovate facilities, not to protest establishment or relocation of other dealerships, to conduct exclusive Dealership Operations under the Dealer Agreement, or to meet certain sales performance standards (as a condition of receiving or retaining payments from GM or the 363 Acquirer, as applicable, or otherwise). Channel Agreements may be entitled, without limitation, "Summary Agreement," "Agreement and Business Plan," "Exclusive Use Agreement," "Performance Agreement," "No-Protest Agreement," or "Declaration of Use Restriction, Right of First Refusal, and Option to Purchase."



Notwithstanding the foregoing, the term "Channel Agreement" shall not mean or refer to (i) any termination agreement of any kind with respect to the Dealer Agreement between Dealer and GM (each a "~~Termination Agreement~~"), ~~(ii) any performance agreement of any kind between Dealer and GM (each a "Performance Agreement")~~, or (iii) any agreement between Dealer (or any Affiliate of Dealer) and Argonaut Holdings, Inc., a Delaware corporation and wholly-owned subsidiary of GM ("AHI"), including, without limitation, any agreement entitled "Master Lease Agreement," "Prime Lease," or "Dealership Sublease" (and Dealer shall comply with all of the terms of such agreements with AHI). Dealer acknowledges that GM shall be entitled, at its option, to move to reject any currently outstanding Termination Agreements or Performance Agreements in the Bankruptcy Case. By executing this letter agreement, Dealer agrees not to, at any time, sue, protest, institute or assist in instituting any proceeding in any court or administrative proceeding, or otherwise assert any objection or protest of any kind with respect to GM's rejection of such Termination Agreements or Performance Agreements.

(c) All of the Channel Agreements shall automatically terminate and be of no further force or effect on the effective date of termination of the Dealer Agreement, except that those provisions that, by their terms, expressly survive termination of the Channel Agreements shall survive the termination contemplated under this Agreement. Following the effective date of termination of the Dealer Agreement, Dealer and GM shall execute and deliver documents in recordable form reasonably satisfactory to GM or the 363 Acquirer, as applicable, confirming the termination of any Channel Agreements affecting title to real property owned or leased by Dealer or Dealer's Affiliates.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Michigan.

16. Counterparts. This Agreement may be executed in counterparts, each of which when signed by all of the parties hereto shall be deemed an original, but all of which when taken together shall constitute one agreement.

17. Breach. In the event of a breach of this Agreement by Dealer, GM and the 363 Acquirer shall each have all of its remedies at law and in equity, including, without limitation, the right to specific performance.

18. Complete Agreement of the Parties. This Agreement, the Dealer Agreement, and the schedules, exhibits, and attachments to such agreements (i) contain the entire understanding of the parties relating to the subject matter of this Agreement, and (ii) supersede all prior statements, representations and agreements relating to the subject matter of this Agreement. The parties represent and agree that, in entering into this Agreement, they have not relied upon any oral or written agreements, representations, statements, or promises, express or implied, not specifically set forth in this Agreement. No waiver, modification, amendment or addition to this Agreement is effective unless evidenced by a written instrument signed by an authorized representative of the parties, and each party acknowledges that no individual will be authorized to orally waive, modify, amend or expand this Agreement. The parties expressly waive application of any law, statute, or judicial decision allowing oral modifications, amendments, or additions to this Agreement notwithstanding this express provision requiring a writing signed by the parties.

*[Signature Page Follows]*



IN WITNESS WHEREOF, Dealer and GM have executed this Agreement as of the day and year first above written.

---

Bombard Car Co., Inc.

By: *Pat J. Bombard*  
Name: PAT J. BOMBARD  
Title: President

GENERAL MOTORS CORPORATION

By: *Wax*  
Authorized Representative

**THIS DOCUMENT SHALL BE NULL AND VOID IF NOT EXECUTED BY DEALER AND RECEIVED BY GM ON OR BEFORE JUNE 12, 2009, OR IF DEALER CHANGES ANY TERM OR PROVISION HEREIN.**



# **Exhibit B**



BAC	Dealer	City	ST	Current Brands	Future Brands	CBPGK Payment	HUMMER Payment	Saab Payment	Saturn Payment	GM Payment	CM Payment	GM Payment	Total Payment	25% CBPGK	25% Saab	25% CM	25% GM	Total 25%	
115292	BOMBARD CAR CO., INSKANEATE NY		C			\$ 128,163.00	\$	\$	\$	\$	\$	\$	\$ 128,163.00	\$ 32,040.75	\$	\$	\$	\$	\$ 32,040.75

# **Exhibit C**



General Motors LLC

VIA OVERNIGHT MAIL

PERSONAL & CONFIDENTIAL

March 11, 2010

Mr Pat J Bombard  
BOMBARD CAR CO., INC.  
1351 EAST GENESEE STREET  
SKANEATELES, NY 13152

Dear Mr Pat J Bombard:

Your dealership filed for arbitration under Section 747 of the Consolidated Appropriations Act, 2010 (H.R. 3288, as signed by President Obama on December 16, 2009) ("the Arbitration Statute"). General Motors LLC ("GM") has carefully reviewed your dealership's situation in light of the provisions of the Arbitration Statute to determine if we wish to proceed with the arbitration process. We are pleased to offer your dealer company this letter of intent, as provided for in the Arbitration Statute ("the Letter of Intent") concerning the Chevrolet brand(s) ("the Reinstated Brand(s)"). Upon compliance with the terms and conditions of this Letter of Intent, BOMBARD CAR CO., INC. ("Dealer Company" or "Applicant")'s Reinstated Brands, will be reinstated into GM's dealer network with Mr Pat J Bombard, as the Dealer Operator.

This will be accomplished by amending the existing Wind-Down Agreement in place between Dealer Company and GM for the Reinstated Brand(s) vehicles. Within 15 days of Dealer Company's completion of the conditions and requirements of this Letter of Intent, GM will execute and deliver to Dealer Company an amendment to the Wind-Down Agreement in substantially the form attached as Exhibit A (the "Wind-Down Amendment"), which will allow Dealer Company to resume normal dealership operations for Reinstated Brand(s).

Please note that the term of this Letter of Intent is sixty (60) days. If Dealer Company does not provide GM with satisfactory evidence of compliance with all of the terms and conditions of this Letter of Intent within 60 days from your execution of this letter, then this Letter of Intent will expire and GM shall have no obligation to execute the Wind-Down Amendment.

The following are the terms, conditions, and requirements for reinstatement:

1. **Arbitration Claim:** Dealer Company must withdraw its Arbitration claim, as previously filed with American Arbitration Association (AAA), with prejudice by April 30, 2010.
2. **Facility (Space/Premises) Requirements:** Dealer Company must establish and maintain facilities in accordance with GM's facilities requirements as set forth in GM Dealer Bulletin GM 01-18 (copy attached as Exhibit B). To comply with this facility requirement and space guideline for the purposes of this Letter of Intent, Dealer Company must provide dealership facilities which meet the space and facility requirements outlined in the Dealer Company's Location and Premises Addendum ("GMMS 1016") executed with the Dealer Company's most recent GM Dealer Sales and Service Agreement ("Dealer Agreement(s)").

3. **Approved Location:** The Dealer Company must confirm that the location specified in Dealer Company's most recent Dealer Agreement(s) will be the same location for the resumed Dealer Company operations for the Reinstated Brand(s). If that location is no longer available or Dealer Company wishes to propose another location, Dealer Company must provide a location acceptable to GM within the 60-day timeframe specified in this Letter of Intent. The Dealer Company must submit documentation to GM within the 60 day timeframe confirming dealership location.
4. **Non-GM Dual Policy:** Dealer Company will be allowed to use the same facility arrangement previously identified in the Dealer Company's most recent GMMS 1016; however, the GM policy prohibiting non-GM products from being sold and serviced from approved GM dealer premises remains in place. If Dealer Company wishes to participate in the voluntary Essential Brand Elements (EBE) program, then Dealer Company must separate all non-GM dealership operations from the approved GM showroom facilities by October 31, 2010 to be eligible for the EBE facility element. In addition, to continue to be compliant with the EBE program, Dealer Company must separate all non-GM dealership operations from the service write-up and waiting areas located at the approved GM facilities by September 30, 2011. If Dealer Company subsequently complies with the EBE program guidelines, then Dealer Company will be eligible for EBE payouts in accord with the EBE program. For complete details for your Dealer Company go to the EBE website at [www.gmexcellence.com](http://www.gmexcellence.com).
5. **Facility Image:** Dealer Company will be allowed to use the same facility arrangement previously identified in the Dealer Company's most recent GMMS 1016; however, GM expects Dealer Company to comply with applicable facility image requirements. Please refer to [gmfacilityimage.com](http://gmfacilityimage.com) for image requirements. Dealer Company agrees that to be eligible for the EBE program, with respect to facility image, it must comply with the applicable EBE Program requirements.
6. **Technology Infrastructure Standards:** The Dealer Company must comply with GM's information technology infrastructure standards for dealerships as described on the following GM website at [www.gmdit.com](http://www.gmdit.com).
7. **Line of Credit:** The Dealer Company must obtain a separate line of credit from a creditworthy financial institution approved by GM, to enable the Dealer Company to finance the purchase of a sufficient number of new GM motor vehicles, for all GM vehicle lines, including the Reinstated Brand(s) which GM is offering to reinstate pursuant to this Letter of Intent, to meet its obligations under the Dealer Agreement(s). The Dealer Company must submit documentation to GM within the 60-day time frame to demonstrate that it has obtained a sufficient line of credit (see Exhibit C).
8. **Net Working Capital:** The Dealer Company shall establish and maintain for use in its GM sales and service business unencumbered net working capital in the amount of \$204,000. Dealer Company must provide GM with documentation that Dealer Company has satisfied this Net Working Capital Standard by October 31, 2010 when the current Dealer Agreement(s) expires. If Dealer Company fails to meet this requirement, dealer agrees GM shall have no obligation to offer a replacement dealer agreement to dealer upon the expiration of the current Dealer Agreement(s).
9. **Licenses:** Dealer Company must obtain all necessary licenses under applicable statutes and regulations to conduct the Reinstated Brand(s) dealership operations at the approved location. GM shall not be responsible for any costs, expenses, damages or delays incurred as a result of Dealer Company's efforts to obtain such licenses. The Dealer Company must submit documentation to GM within the 60-day timeframe that it has obtained all necessary licenses.

10. Return of Wind-Down Payments: Upon Dealer Company's compliance with all of the terms and conditions of this Letter of Intent and GM's execution of the Wind-Down Amendment, Dealer Company hereby expressly authorizes GM to debit Dealer Company's open account maintained on the General Motors Dealer Payment System for all amounts previously paid by GM to Dealer Company under the Wind-Down Agreement for Reinstated Brand(s). This amount is \$32,040.75. The Dealer Company shall not be able to order new vehicles from GM until all wind down amounts received by Dealer Company related to the Reinstated Brands have been repaid.
11. Completeness and Accuracy: Dealer Company and Dealer Operator represent that all documents submitted to GM under this Letter of Intent, are complete, true and accurate.
12. Term: This Letter of Intent shall expire sixty (60) days after execution by Dealer Company unless an extension is agreed to in writing by the Parties.
13. No Assignment or Transfer: This Letter of Intent may not be transferred or assigned, in whole or in part, without the express written consent of GM.

Dealer Company acknowledges and represents that (i) the decision to enter into this Letter of Intent is based upon an independent analysis of the business opportunity, costs, and risks associated with re-instatement, (ii) they are not relying on any representations, promises, guaranties, or information provided by GM or any employee, agent or representative of GM, except as expressly set forth in this Letter of Intent, and (iii) there are no other agreements or understandings written or verbal between the parties concerning the matters covered by this Letter of Intent, its references, and its Attachments.

Please indicate your agreement to terms and conditions of this Letter of Intent by signing the two attached originals. Retain one signed original for your records and return the other signed original to Madonna Wenner, whose telephone number is (313) 667-0068, at General Motors LLC, 100 Renaissance Center, MC: 482-A06-C66, Detroit, Michigan 48265, within ten days (10) days of receipt by Dealer Company of this Letter of Intent. Once executed, this Letter of Intent cannot be modified except in writing by the parties. If Dealer Company does not execute and return an unaltered counterpart of this Letter of Intent to the undersigned within the ten (10) day period, then this Letter of Intent shall be deemed rescinded and this Letter of Intent shall be null and void and GM shall have no further obligations.

We look forward to your completion of the requirements and to the subsequent reinstatement of your dealership in the GM dealer network.

Very truly yours,

GENERAL MOTORS LLC

Attachments: Sample Wind-Down Amendment Agreement – Exhibit A  
GM Bulletin 01-18 – Exhibit B  
Wholesale Floorplan Package – Exhibit C

Acknowledged and agreed this 17 day of March, 2010.

BOMBARD CAR CO., INC.

By: Paty Bombard

Title: President

Mr Pat J Bombard

Paty Bombard

Individually

# **Exhibit D**

		Still Owed As Of 9/26/2013												
		BAC	Saturn Mkt Area	Dealer	City	ST	Current Branch	VD Repayment	Complete VD	Compt VD	Revised Future Branch	CBPGK	Settlement	Total
21	115292	1		BOIMERARD CAR CO., INC.	SKANEATELES	NY	C		1	\$	96,122.25	\$96,122.25		\$96,122.25
432														
433														
434														
435														
436														
437														
438														
439														
440														
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451														
452														
453														
454														
455														

This shows the remaining payments as of 9/26/2013. This is only for use to double check the amount that was sent on to the dealership for the final payment.

Remaining Payments Owed

# **Exhibit E**



# GM Dealer Scanning Information Sheet

Current Date: October 21, 2010

New Dealership  
(New BAC)

Existing Dealership  
(Same BAC,  
Realignments)



DEALER CHANGE PROPOSAL EFFECTIVE DATE:*	
BAC#:	115292
LOC PT:	4805
BMD:	☉ <i>Chev</i>
INC NAME:	Bombard Car Co., Inc.
DBA NAME:	
CITY:	Skaneateles
STATE:	NY
REGION #:	40
REGION DESC:	Northeast
AREA #:	
MKT AREA DESC (Optional):	
PARA 3 <sup>rd</sup> LAST NAME:	Bombard
PARA 3 <sup>rd</sup> FIRST NAME:	Pat
Special Letter Section	
Correspondence Section	4805_arbloi_102110

Requested By: Madonna Wenner

Phone Number: 7-0068

**\*ATTENTION CM's:**

- Use this field for Dealer Change Proposals only.
- Date = Contract effective date.

DCG Records - 115292 - Windows Internet Explorer  
https://share.gm.com/sites/DNPIARB2010/Lists/DCG%20Records/EditForm.aspx?ID=2325&Source=/si

File Edit View Favorites Tools Help

DCG Records - 115292

Reference: Fedex No	415459079695	
Date Dealer received Agreement: <i>(necessary for expiration tracking)</i>	3/12/2010	
If not executed by Dealer, agreement expires and is rescinded on: <i>(10 day clock)</i>		
Date above reflects an extension:		
Date Dealer executed agreement: <i>(Enter date from agreement. If missing, use date received by GM)</i>	3/17/2010	
Notification of extension of 10-day return period sent to Dealer on:		
Reference: Fedex No		
Dealer-executed L/M/O agreement was received by GM on: <i>(for Option Agreements, enter same date as entered above for agreement sent to dealer)</i>	3/17/2010	
<b>Compliance Tracking</b>		
Dealer must provide compliance items by:	5/15/2010	
Compliance period was extended beyond 60 days by GM:		
Compliance extension letter was sent to Dealer on:		
Reference: Fedex No		
Dealer provided valid evidence of Wholesale Floorplan on:		
Dealer provided copy of Business License on:	3/31/2010	
Dealer is operating in same facility situation as indicated in last GMMS10167	Yes	
Dealer has no non-GM duals, or non-GM duals match those on GMMS10167?		
Which legal agreements (other than L/M/O type agreements) relate to the resolution of this case. (Please indicate Y or N for all options. If this case involves a Settlement agreement for this BAC, please check Y here and enter the date received below)		
Resolution requires these documents	CM has executed copies of these agreements	
<input type="radio"/> TBD	None	<input type="radio"/> TBD
<input checked="" type="radio"/> Y		<input checked="" type="radio"/> Y
<input type="radio"/> N		<input type="radio"/> N

Done

Trusted sites | Protected Mode: Off

118%

5:35 PM 10/21/2010

Not complete as of 10-21-10

DIDTI505 SITE DIVISIONAL ORGANIZATION INQUIRY 03/16/10 08:50:26

SELLG SCE NO: 13 SITE CD: 15044 SITE NO 000122233 BAC PAGE NO 1  
LOC PT: 000004805 PLAN NBR: 000127151 LINK STATUS: A DBC LVL 115292

NAME BOMBARD CAR CO., INC. CITY SKANEATELES STATE/PROV NY CTRY CD US

ORG TYP(#): 001 SALES DIV SELLG SCE"S 13 Pat Bombard 315-685-5797  
MKTG SELLG SCE NO: NA ORG TYP"S 001 002  
EFCTV DT 10/03/2009 TERM DT C 315-506-5797 +308

SEQ	DIV ORG	DIV ORG	DIV ORG
NO	GRP	GRP DESC	SITE NO
1	40	AREA	000663292
2	30	ZONE	000417547
3	20	SECTION	000417514
4	10	REGION	000270100

SELECT: \_\_\_\_\_ NO MORE RECORDS  
 COMMAND: \_\_\_\_\_ A= DLR NAME B= ADDR INQ C= LOCPT UP  
 PF01 HELP PF02 MAIN PF03 PRV SCR N PF04 PF05 CANCEL PF06 ADD SCR N  
 PF07 PG UP PF08 PG DN PF09 PF10 PF11 ENTR CMD/INQ  
 INQUIRY COMPLETE P/W:

101 3/17 Shairport 3-22

3/17/2010 - returned call - to Pat Bombard.

facility unchanged - advised not to propose relocation.

# **Exhibit F**



General Motors LLC

VIA FEDEX - 798858552670

PERSONAL & CONFIDENTIAL

July 16, 2010

BOMBARD CAR CO., INC.  
1351 EAST GENESEE STREET  
SKANEATELES, NY 13152

Dear Pat J Bombard:

Your dealership executed a Letter of Intent in connection with the arbitration filing under Section 747 of the Consolidated Appropriations Act, 2010 (H.R. 3288). As provided for in the Arbitration Statute, the Letter of Intent allowed your dealership the opportunity for reinstatement of the Chevrolet brand(s) if your dealership complied with all the requirements of the Letter of Intent.

The Letter of Intent required compliance with all the terms and conditions within sixty (60) days of the date of execution. The letter was executed by your dealership on 3/17/2010, meaning compliance was due by 5/16/2010. Your dealership has not provided GM with satisfactory evidence of compliance with all of the terms and conditions of the Letter of Intent. As a result, pursuant to its terms, the Letter of Intent is now expired.

Accordingly, the terms of Wind-Down agreement executed between your dealership and GM will govern the termination of the Chevrolet dealer agreement(s) on, or before, October 31, 2010, pursuant to the terms of the Wind-Down agreement. GM is committed to working with your dealership through this process.

Very truly yours,

GENERAL MOTORS LLC

# **Exhibit G**



General Motors LLC

VIA FEDEX 7941-0021-5438

PERSONAL & CONFIDENTIAL

November 3, 2010

Mr. Pat J Bombard  
Bombard Car Co., Inc.  
1351 East Genesee Street  
Skaneateles, NY 13152

Dear Pat J Bombard:

This is in response to your fax received October 31, 2010 relative to your request for GM to consider reinstatement of the Chevrolet brand in Skaneateles, New York.

Your dealership executed a Letter of Intent in connection with the arbitration filing under Section 747 of the Consolidated Appropriations Act, 2010 (H.R. 3288). As provided for in the Arbitration Statute, the Letter of Intent allowed your dealership the opportunity for reinstatement of the Chevrolet brand if your dealership complied with all the requirements of the Letter of Intent.

The Letter of Intent required compliance with all the terms and conditions within sixty (60) days of the date of execution. The letter was executed by your dealership on March 17, 2010, meaning compliance was due by May 16, 2010. Your dealership has never provided GM with satisfactory evidence of compliance with all of the terms and conditions of the Letter of Intent, specifically, Wholesale Floorplan Financing or return of the Wind-down payment. As a result, pursuant to its terms, the Letter of Intent expired months ago.

Accordingly, under the terms of the Wind-Down agreement executed between your dealership and GM, the Chevrolet dealer agreement terminated on October 31, 2010.

Very truly yours,

A handwritten signature in cursive script that reads "Troy D. Kiser".

Troy D. Kiser

Manager, Strategic Network Analysis

cc: DCG

# **Exhibit H**



A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
<b>Wind Down Agreement Tracking - Active as of 10/31/2013</b>															
1	Wind Down Letter	Dealership Name	City	State/Region	Final Wind Down Brands (by Letter)	Final Wind Down Category (Roof/Top)	1 - Termination request on file	2 - Dealer has zero units in New Vehicle Inventory	2a - Confirmed that no bank repurchases have taken place	3 - Termination response letter sent to Dealer	4 - Received Supplement at Wind-Down Agreement from Dealer	5 - Received GMDI request for signage change form from Dealer	6 - Received Post Termination Notification Form	7 - Received customer list and service records from Dealer	8 - Termination of Dealer Sales and Service Agreement
115292-12-C	BOMBARD CAR CO., INC.	SKANEATELES		NY NE C	Complete Wind Down		11/28/09	08/24/10	08/24/10	12/03/09					11/01/10

Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC
<b>Ready for Payment: 1</b>												
<b>Wind Down Payment Info</b>												
<b>Owed as of 11/11/2013</b>												
9 - Compliance with Bulk Transfer, Sales Tax Transfer, or requirements similar laws	10 - Compliance with Sales Tax Clearance or requirements similar laws	11 - Removal of dealer-owned signs	12 - Approve for payment	13 - Payment to Dealer has occurred	Requirements 1 - 11 are Completed (Check for Payment Approval)	CBPGK	Hummer	Saturn	Chev MD	GMC MD	Owed > \$0	Comments
01/23/10					REQ(S) NOT COMPLETED	\$96,122.25					1	

# **Exhibit 2**

**From:** Davidson, Scott  
**Sent:** Friday, March 30, 2018 11:01 AM  
**To:** rickguy7@gmail.com  
**Cc:** Steinberg, Arthur; Ellis, Robert (REllis@dykema.com); jpavlus@bcplegal.com  
**Subject:** In re Motors Liquidation Company; Case No: 09-50026 - Motion to Enforce With Respect to Pat Bombard

Mr. Guy:

Reference is made to Judge Glenn's comments at yesterday's hearing on New GM's Motion to Enforce. It is clear that the Bankruptcy Court has taken jurisdiction over this matter pursuant to the terms of the Sale Order and the Wind Down Agreement that Mr. Bombard signed. The Bankruptcy Court has requested supplemental submissions by April 5, 2018, will hold a further hearing on this matter on April 12, 2018, and indicated that it would promptly issue a ruling. Based on these circumstances, we believe you are required to join in New GM's request to stay Mr. Bombard's Adjudicatory Proceeding Request in the NY DMV until Judge Glenn has ruled on New GM's Motion to Enforce. Please confirm by Tuesday, April 3, 2018 that you will promptly file such a pleading.

Thank you

**Scott I. Davidson | King & Spalding LLP**

---

Tel: 212.556.2164 | Fax: 212.556.2222 | E-mail: [sdavidson@kslaw.com](mailto:sdavidson@kslaw.com)  
1185 Avenue of the Americas | New York, New York 10036

The information contained in this e-mail is personal and confidential and is intended for the recipient only. In the event that you have received this message in error, please delete it immediately and inform the sender as soon as possible.

# **Exhibit 3**



General Motors Corporation

June 1, 2009

VIA Federal Express

Bombard Car Co., Inc.  
1351 East Genesee Street  
Skaneateles, NY 13152

Attention: Pat J Bombard

This letter is to advise you that the Chevrolet Dealer Agreement between GM and your dealer company will not be continued by GM on a long-term basis. This is a difficult step, but one that is part of GM's court supervised restructuring efforts. Subject to bankruptcy court approval, we are willing to assist you in winding down your Chevrolet dealership operations to allow for the sale of new vehicle and other inventories in an orderly fashion. In order for us to provide you with this assistance, you must execute, and GM must receive, the enclosed agreement on or before June 12, 2009.

In summary and subject to bankruptcy court approval, the enclosed agreement, which you should carefully read, provides:

- For the termination of the Dealer Agreement no earlier than January 1, 2010 and no later than October 31, 2010
- For the assignment and assumption of the Dealer Agreement, as supplemented by the enclosed agreement, by a purchaser of certain assets of GM in the bankruptcy (the "363 Acquirer")
- For the payment of financial assistance in installments in connection with the orderly winding down of your Chevrolet operations
- For the waiver of any other termination assistance of any kind
- For a release of claims against GM, the 363 Acquirer and their related parties
- For dealership operations to continue pursuant to the Dealer Agreement, as supplemented by the enclosed agreement, through the effective date of termination of the Dealer Agreement, except that you shall not be entitled to order any new vehicles from GM or the 363 Acquirer

Given that the enclosed agreement provides your dealership with the ability to wind-down the Chevrolet dealership operations on an orderly basis, we recommend you carefully consider executing the agreement. We have enclosed a return Federal Express envelope, addressed to GM, for your convenience. Due to extremely short court deadlines in the bankruptcy process, we must receive the enclosed agreement on or before June 12, 2009. If we receive the executed agreement by that date, we will not move to reject your Dealer Agreement in the bankruptcy and plan to assign your Dealer Agreement (as supplemented by the enclosed agreement) to the 363 Acquirer as part of the court supervised restructuring of our dealer network. If we do not receive the enclosed agreement executed by you on or before June 12, 2009, GM will apply to the bankruptcy court to reject your Dealer Agreement. If we reject the Dealer Agreement, we cannot offer any wind-down or termination assistance in connection with such Dealer Agreement.

While these are challenging and unprecedented economic circumstances in the industry, we are pleased that we are able to offer you the enclosed agreement to allow you to wind down your Chevrolet dealership business and to sell your Chevrolet new Motor Vehicle inventory in an orderly fashion.

If you have any questions, please direct them to the Dealer Call Center at 877.868.8071.

Sincerely,

GENERAL MOTORS CORPORATION



# **Exhibit 4**



General Motors Corporation  
Dealer Business Planning Group  
Mail Code 482-A06-G66  
100 GM Renaissance Center  
Detroit, MI 48265-1000

FED EX: 7976 7417 3877  
RETURN RECEIPT REQUESTED

PERSONAL & CONFIDENTIAL

June 11, 2009

Bombard Car Co., Inc.  
1351 East Genesee Street  
Skaneateles, NY 13152-8868

Attention: Mr. Pat J. Bombard, Dealer Operator

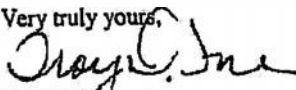
This letter responds to the proposal submitted by Mr. Graziano Zazzara ("Applicant" or "Buyer") and Mr. Pat Bombard, Bombard Car Co., Inc. ("Dealer Company" or "Seller"), to General Motors Corporation ("GM") relating to the Asset Purchase Agreement dated March 19, 2009, between Buyer and Seller for the sale of certain assets of Seller (the "Purchase Agreement"). The proposal further calls for the issuance of a Chevrolet Dealer Sales and Service Agreement with Applicant and for Mr. Graziano Zazzara to be named Dealer Operator. All of the above shall be referred to as the "Proposal". GM is declining this Proposal for the reasons explained below.

Based on GM's review of the Proposal and recent dealer network developments, GM believes that the objectives of the Proposal, as submitted, are not consistent with GM's long term plans for Chevrolet in the subject marketing area. GM's plans in this regard are reflected in a Wind-Down Agreement dated June 1, 2009 (the "Wind-Down Agreement") for Chevrolet pursuant to which Seller was advised that the Chevrolet Dealer Agreements between it and GM (the "Dealer Agreement") will not be continued, by GM on a long-term basis. Consequently, GM is not approving the Proposal.

Please note that GM is contemporaneously notifying the Applicant of GM's decision to not approve the Proposal.

In the meantime, GM will continue to conduct business with your dealership according to the Dealer Agreement and the Wind-Down Agreement, if executed, and will expect your dealership to likewise fulfill its responsibilities and obligations under such agreements, if Dealer Company elects to sign the latter agreement.

Very truly yours,

  
Tamera Jackson  
Zone Manager  
General Motors Corporation

c: Sabin Blake, Regional Dealer Support Manager  
Paul Bottiglieri, DNPI - Regional Manager

# **Exhibit 5**





New York State Department of Motor Vehicles  
**OFFICIAL BUSINESS  
CERTIFICATE**

THIS CERTIFICATE EXPIRES 04/30/10

FACILITY IDENTIFICATION NO. 7058987

BOMBARD CAR CO INC  
POBX8 1351 E GNSE RD  
SKANEATELES NY 13152

Validation Date and Number: 04/15/08 02339

This person is REGISTERED AS A  
NEW MOTOR VEHICLE DEALER  
pursuant to the provisions of the Vehicle and Traffic Law.



MV-51P (1/05)

This document does not certify that this business complies with zoning and other local laws  
**POST IN A CONSPICUOUS PLACE**

# **Exhibit 6**

BI (Official Form 1)(04/13)

**United States Bankruptcy Court  
Northern District of New York**

**Voluntary Petition**

Name of Debtor (if individual, enter Last, First, Middle): <b>Bombard, Pat J.</b>	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): <b>xxx-xx-9197</b>	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): <b>7356 Farmstead Road Liverpool, NY</b>	Street Address of Joint Debtor (No. and Street, City, and State):
ZIP Code <b>13088</b>	ZIP Code
County of Residence or of the Principal Place of Business: <b>Onondaga</b>	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): <b>P.O. Box 8 Skaneateles, NY</b>	Mailing Address of Joint Debtor (if different from street address):
ZIP Code <b>13152</b>	ZIP Code

Location of Principal Assets of Business Debtor (if different from street address above):  
**1351 Cherry Valley Turnpike  
Skaneateles, NY 13152**

<b>Type of Debtor</b> (Form of Organization) (Check one box) <input checked="" type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	<b>Nature of Business</b> (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other	<b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check one box) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
<b>Chapter 15 Debtors</b> Country of debtor's center of main interests:  Each country in which a foreign proceeding by, regarding, or against debtor is pending:	<b>Tax-Exempt Entity</b> (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	<b>Nature of Debts</b> (Check one box) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.

<b>Filing Fee</b> (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	<b>Chapter 11 Debtors</b> Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input checked="" type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
--	--

<b>Statistical/Administrative Information</b> <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.	THIS SPACE IS FOR COURT USE ONLY FILED 13 MAR 28 AM 9:24 CLERK OF THE BANKRUPTCY COURT STATE OF NY SKANEATELES
<b>Estimated Number of Creditors</b> <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> OVER 100,000	
<b>Estimated Assets</b> <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	
<b>Estimated Liabilities</b> <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	

<b>Voluntary Petition</b> <i>(This page must be completed and filed in every case)</i>	Name of Debtor(s): <b>Bombard, Pat J.</b>	
	All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)	

Location Where Filed: <b>Northern District of New York</b>	Case Number: <b>12-30316</b>	Date Filed: <b>2/25/12</b>
Location Where Filed:	Case Number:	Date Filed:

**Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)**

Name of Debtor: <b>- None -</b>	Case Number:	Date Filed:
District:	Relationship:	Judge:

<p align="center"><b>Exhibit A</b></p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p align="center"><b>Exhibit B</b></p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).</p> <p><b>X</b> _____ Signature of Attorney for Debtor(s) (Date)</p>
--	---

**Exhibit C**

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made a part of this petition.

No.

**Exhibit D**

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

**Information Regarding the Debtor - Venue**  
(Check any applicable box)

Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

**Certification by a Debtor Who Resides as a Tenant of Residential Property**  
(Check all applicable boxes)

Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

\_\_\_\_\_  
(Name of landlord that obtained judgment)

\_\_\_\_\_  
(Address of landlord)

Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

### Voluntary Petition

(This page must be completed and filed in every case)

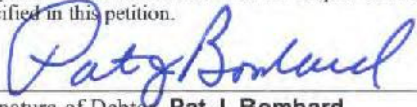
Name of Debtor(s):  
**Bombard, Pat J.**

#### Signatures

##### Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.  
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.  
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X   
Signature of Debtor **Pat J. Bombard**

X \_\_\_\_\_  
Signature of Joint Debtor  
315-506-5330  
Telephone Number (If not represented by attorney)

\_\_\_\_\_  
Date

##### Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X \_\_\_\_\_  
Signature of Foreign Representative

\_\_\_\_\_  
Printed Name of Foreign Representative

\_\_\_\_\_  
Date

##### Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers. I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

\_\_\_\_\_  
Printed Name and title, if any, of Bankruptcy Petition Preparer

\_\_\_\_\_  
Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

\_\_\_\_\_  
Address

X \_\_\_\_\_

\_\_\_\_\_  
Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

*A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. §110; 18 U.S.C. §156.*

##### Signature of Attorney\*

X **Debtor not represented by attorney**  
Signature of Attorney for Debtor(s)

\_\_\_\_\_  
Printed Name of Attorney for Debtor(s)

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

##### Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X \_\_\_\_\_  
Signature of Authorized Individual

\_\_\_\_\_  
Printed Name of Authorized Individual

\_\_\_\_\_  
Title of Authorized Individual

\_\_\_\_\_  
Date

B 1D (Official Form 1, Exhibit D) (12/09)

**United States Bankruptcy Court  
Northern District of New York**

In re Pat J. Bombard

Debtor(s)

Case No. \_\_\_\_\_

Chapter 11

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH  
CREDIT COUNSELING REQUIREMENT**

**Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.**

*Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.*

1. Within the 180 days before the filing of my bankruptcy case, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

2. Within the 180 days before the filing of my bankruptcy case, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* \_\_\_\_\_

**If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.**

4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

B 1D (Official Form 1, Exhibit D) (12/09) - Cont.

Page 2

Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

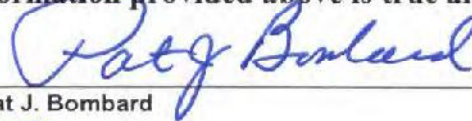
Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

Active military duty in a military combat zone.

5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

**I certify under penalty of perjury that the information provided above is true and correct.**

Signature of Debtor:



Pat J. Bombard

Date:

8/27/13

**United States Bankruptcy Court  
Northern District of New York**

In re Pat J. Bombard

Debtor

Case No. \_\_\_\_\_

Chapter 11

**SUMMARY OF SCHEDULES**

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	1,634,259.00		
B - Personal Property	Yes	4	23,700.00		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	5		1,345,185.49	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	3		180,850.00	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	1			0.00
J - Current Expenditures of Individual Debtor(s)	Yes	2			2,816.00
Total Number of Sheets of ALL Schedules		20			
			Total Assets	1,657,959.00	
			Total Liabilities	1,526,035.49	



**United States Bankruptcy Court  
 Northern District of New York**

In re Pat J. Bombard  
 Debtor

Case No. \_\_\_\_\_

Chapter 11

**STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)**

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

**This information is for statistical purposes only under 28 U.S.C. § 159.**

**Summarize the following types of liabilities, as reported in the Schedules, and total them.**

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	0
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	0
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	0
Student Loan Obligations (from Schedule F)	0
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	0
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	0
<b>TOTAL</b>	<b>0</b>

**State the following:**

Average Income (from Schedule I, Line 16)	0
Average Expenses (from Schedule J, Line 18)	0
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	0

**State the following:**

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column	0
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	0
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column	0
4. Total from Schedule F	0
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)	0

B4 (Official Form 4) (12/07)

**United States Bankruptcy Court  
 Northern District of New York**

In re Pat J. Bombard Case No. \_\_\_\_\_  
 Debtor(s) Chapter 11

**LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
Asset Acceptance LLC P.O. Box 15019 Warren, MI 48090	Asset Acceptance LLC P.O. Box 15019 Warren, MI 48090	Original Creditor Citibank South Dakota		39,517.00
Bank of America PO Box 15019 Wilmington, DE 19886	Bank of America PO Box 15019 Wilmington, DE 19886	Charged off credit card		45,330.00
Bank of America PO Box 15019 Wilmington, DE 19886	Bank of America PO Box 15019 Wilmington, DE 19886	Charged off Credit Card		18,194.00
Chase Bank P.O. Box 15298 Wilmington, DE 19850	Chase Bank P.O. Box 15298 Wilmington, DE 19850	Credit Card		13,869.00
David Martin 333 West Washington Street suite 200 Syracuse, NY 13202	David Martin 333 West Washington Street suite 200 Syracuse, NY 13202	Estimated Fees incurred as Receiver concerng Brandwine LLC foreclosure case.	Disputed	Unknown
Elisabeth A. Barker 472 South Salina Street Suite 620 Syracuse, NY 13202	Elisabeth A. Barker 472 South Salina Street Suite 620 Syracuse, NY 13202	Attorneys fees for family court matter.		Unknown
Key Bank NA 4919 Tiedeman Road Cleveland, OH 44144	Key Bank NA 4919 Tiedeman Road Cleveland, OH 44144	Line of Credit		32,867.00
Key Bank NA 4919 Tiedeman Road Cleveland, OH 44144	Key Bank NA 4919 Tiedeman Road Cleveland, OH 44144	line of credit		29,040.00
Onondaga County Dept. of Tax & Finance Onondaga County Civic Center 421 Montgomery Street 15th Floor Syracuse, NY 13202	Onondaga County Dept. of Tax & Finance Onondaga County Civic Center 421 Montgomery Street 15th Floor Syracuse, NY 13202			43,574.16 (0.00 secured)
Simons Agency Inc. 3713 Brewerton Road Syracuse, NY 13212	Simons Agency Inc. 3713 Brewerton Road Syracuse, NY 13212	Medical Debt		745.00

B4 (Official Form 4) (12/07) - Cont.

In re Pat J. Bombard

Case No. \_\_\_\_\_

Debtor(s) \_\_\_\_\_

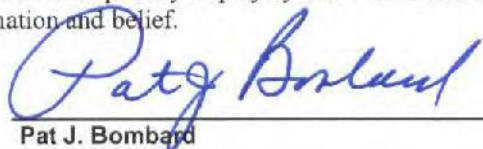
**LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**  
(Continuation Sheet)

(1)	(2)	(3)	(4)	(5)
<i>Name of creditor and complete mailing address including zip code</i>	<i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	<i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	<i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	<i>Amount of claim [if secured, also state value of security]</i>
Simons Agency Inc. 3713 Brewerton Road Syracuse, NY 13212	Simons Agency Inc. 3713 Brewerton Road Syracuse, NY 13212	Medical Debt		652.00
Simons Agency Inc. 3713 Brewerton Road Syracuse, NY 13212	Simons Agency Inc. 3713 Brewerton Road Syracuse, NY 13212	Medical Debt		420.00
Simons Agency Inc. 3713 Brewerton Road Syracuse, NY 13212	Simons Agency Inc. 3713 Brewerton Road Syracuse, NY 13212	Medical Debt		62.00
Time Warner Cable PO Box 4222 Buffalo, NY 14240	Time Warner Cable PO Box 4222 Buffalo, NY 14240	Cable Services		154.00

**DECLARATION UNDER PENALTY OF PERJURY  
ON BEHALF OF A CORPORATION OR PARTNERSHIP**

I, **Pat J. Bombard**, the debtor in this case, declare under penalty of perjury that I have read the foregoing list and that it is true and correct to the best of my information and belief.

Date 8/27/13

Signature   
**Pat J. Bombard**  
Debtor

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C. §§ 152 and 3571.

In re Pat J. Bombard  
Debtor

Case No. \_\_\_\_\_

**SCHEDULE A - REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

**Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
1351 Cherry Valley Turnpike Skaneateles, NY (3 tax parcels)	Fee Owner	-	1,500,000.00	1,221,519.33
Tax Parcel 032-03-301/1 - Subject to life estate of Erma Jerva; 032-03-301/2; 032-03-30.1				
Child Support Obligations may be duplicative; Cayuga County Services and Mother filed duplicative liens.				
7356 Farmstead Road Liverpool, New York 13088	Remainder Interest in Fee - Subject to Mother's Life Estate	-	134,259.00	80,092.00

Sub-Total > **1,634,259.00** (Total of this page)

Total > **1,634,259.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

In re **Pat J. Bombard**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE B - PERSONAL PROPERTY**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petitioner is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

**Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.	X			
3. Security deposits with public utilities, telephone companies, landlords, and others.		\$5,000.00 retainer for legal services, with Robert Romeo, Esq. 314 E Fayette St, Syracuse, New York.	-	5,000.00
4. Household goods and furnishings, including audio, video, and computer equipment.		Basic home furnishings: bed, couches, chairs, etc.	-	2,000.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		Personal Clothing	-	700.00
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			

Sub-Total > **7,700.00**  
(Total of this page)

3 continuation sheets attached to the Schedule of Personal Property

In re **Pat J. Bombard**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	<b>X</b>			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	<b>X</b>			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		<b>Bombard Car Company Inc. doing business as "Bombard Chevrolet" - Inactive Franchise - 100% owner. Closed and Inactive status.</b>	-	<b>Unknown</b>
		<b>Bombard Power Sports, LLC - Inactive and defunct since 2009. No activity.</b>	-	<b>0.00</b>
		<b>You Store It Rentals, LLC Owns and operates storage facility on commercial property (subject to foreclosure).</b>	-	<b>Unknown</b>
14. Interests in partnerships or joint ventures. Itemize.	<b>X</b>			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	<b>X</b>			
16. Accounts receivable.	<b>X</b>			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	<b>X</b>			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	<b>X</b>			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.		<b>Remainder Interest in 7356 Farmstead Road,</b>	-	<b>0.00</b>

Sub-Total > **0.00**  
(Total of this page)

Sheet 1 of 3 continuation sheets attached to the Schedule of Personal Property

In re Pat J. Bombard

Case No. \_\_\_\_\_

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	NON E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		<b>Personal Injury Claim from slip and fall accident in February 2011. Pending lawsuit for \$500,000.00.</b>	-	<b>Unknown</b>
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		<b>Yamaha ATV</b>	-	<b>7,500.00</b>
		<b>Ramp Trailer</b>	-	<b>1,500.00</b>
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		<b>6 desks, computers, fax machines, printers.</b>	-	<b>2,000.00</b>
29. Machinery, fixtures, equipment, and supplies used in business.		<b>Lifts, tire machine, limited parts from auto business.</b>	-	<b>5,000.00</b>
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			

Sub-Total > **16,000.00**  
(Total of this page)

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property

In re Pat J. Bombard  
Debtor

Case No. \_\_\_\_\_

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	NON EX E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > **0.00**  
(Total of this page)  
Total > **23,700.00**

(Report also on Summary of Schedules)

Sheet 3 of 3 continuation sheets attached to the Schedule of Personal Property



In re Pat J. Bombard

Case No. \_\_\_\_\_

Debtor

**SCHEDULE C - PROPERTY CLAIMED AS EXEMPT**

Debtor claims the exemptions to which debtor is entitled under:  
 (Check one box)

- 11 U.S.C. §522(b)(2)
- 11 U.S.C. §522(b)(3)

Check if debtor claims a homestead exemption that exceeds \$155,675. (Amount subject to adjustment on 4/1/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<b>Real Property</b> 7356 Farmstead Road Liverpool, New York 13088	NYCPLR § 5206	53,359.00	134,259.00
<b>Household Goods and Furnishings</b> Basic home furnishings: bed, couches, chairs, etc.	NYCPLR § 5205(a)(5)	2,000.00	2,000.00
<b>Wearing Apparel</b> Personal Clothing	NYCPLR § 5205(a)(5)	700.00	700.00
<b>Stock and Interests in Businesses</b> Bombard Car Company Inc. doing business as "Bombard Chevrolet" - Inactive Franchise - 100% owner. Closed and Inactive status.	Debtor & Creditor Law § 283(1)	0.00	Unknown
<b>Other Contingent and Unliquidated Claims of Every Nature</b> Personal Injury Claim from slip and fall accident in February 2011. Pending lawsuit for \$500,000.00.	Debtor & Creditor Law § 282(3)(iii)	0.00	Unknown
<b>Office Equipment, Furnishings and Supplies</b> 6 desks, computers, fax machines, printers.	NYCPLR § 5205(a)(7)	2,000.00	2,000.00
<b>Machinery, Fixtures, Equipment and Supplies Used in Business</b> Lifts, tire machine, limited parts from auto business.	NYCPLR § 5205(a)(7)	5,000.00	5,000.00

Total: **63,059.00** **143,959.00**

B6D (Official Form 6D) (12/07)

In re **Pat J. Bombard**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R H W J C	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN						
Account No.  <b>American Express Bank FSB</b> 200 Vessey St. Fl 24 New York, NY 10285			6/20/2011 Judgment Lien 1351 Cherry Valley Turnpike Skaneateles, NY (3 tax parcels) Tax Parcel 032-03-301/1 - Subject to life estate of Erma Jerva; 032-03-301/2; 032-03-30.1				3,420.00	0.00
			Value \$ 1,500,000.00					
Account No.  <b>American Express Bank FSB</b> 200 Vessey St. Fl 24 New York, NY 10285			2/22/2011 Judgment Lien 1351 Cherry Valley Turnpike Skaneateles, NY (3 tax parcels) Tax Parcel 032-03-301/1 - Subject to life estate of Erma Jerva; 032-03-301/2; 032-03-30.1				3,550.00	0.00
			Value \$ 1,500,000.00					
Account No.  <b>Brandywine Pavers LLC</b> c/o Hinman Howard & Kattall LLP 700 Securty Mutual Bldg. Binghamton, NY 13902			Mortgage in Foreclosure 1351 Cherry Valley Turnpike Skaneateles, NY (3 tax parcels) Tax Parcel 032-03-301/1 - Subject to life estate of Erma Jerva; 032-03-301/2; 032-03-30.1 Child Support Obligations may be			X	600,000.00	0.00
			Value \$ 1,500,000.00					
Account No. xxxxxxxx x/15/13  <b>Cayuga County Support Collection</b> Jill L. Terry, Esq. 160 Genesee Street Auburn, NY 13021			12/28/2010 - amount has been partially satisfied Tax Warrant Child Support Obligation 1351 Cherry Valley Turnpike Skaneateles, NY (3 tax parcels) Tax Parcel 032-03-301/1 - Subject to life estate of Erma Jerva; 032-03-301/2;				143,597.00	0.00
			Value \$ 1,500,000.00					
Subtotal (Total of this page)							<b>750,567.00</b>	<b>0.00</b>

4 continuation sheets attached

In re Pat J. Bombard

Case No. \_\_\_\_\_

Debtor

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E H W J C	Husband, Wife, Joint, or Community DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No.  Citi Bank South Dakota N.A. 701 E. 60th Street North Sioux Falls, SD 57117	-	12/29/2010 Judgment Lien 1351 Cherry Valley Turnpike Skaneateles, NY (3 tax parcels) Tax Parcel 032-03-301/1 - Subject to life estate of Erma Jerva; 032-03-301/2; 032-03-30.1				18,366.00	0.00
Account No.  Crissey Architectural Group 995 North Ave. Syracuse, NY 13206	-	3/26/2010 Judgment Lien 1351 Cherry Valley Turnpike Skaneateles, NY (3 tax parcels) Tax Parcel 032-03-301/1 - Subject to life estate of Erma Jerva; 032-03-301/2; 032-03-30.1			X	84,848.00	0.00
Account No.  D Norris Construction 4903 Sherwood Drive Syracuse, NY 13215	-	10/28/2009 Judgment Lien 1351 Cherry Valley Turnpike Skaneateles, NY (3 tax parcels) Tax Parcel 032-03-301/1 - Subject to life estate of Erma Jerva; 032-03-301/2; 032-03-30.1				5,510.00	0.00
Account No.  Denise Thurston c/o Cayuga Co. Supp. Collection Unit 160 Genesee Street Auburn, NY 13021	-	2010 Child Support Obligation 1351 Cherry Valley Turnpike Skaneateles, NY (3 tax parcels) Tax Parcel 032-03-301/1 - Subject to life estate of Erma Jerva; 032-03-301/2; 032-03-30.1				2,240.00	0.00
Account No.  Denise Thurston c/o Cayuga Co. Supp. Collection Unit 160 Genesee Street Auburn, NY 13021	-	2010 Child Support Obligation 1351 Cherry Valley Turnpike Skaneateles, NY (3 tax parcels) Tax Parcel 032-03-301/1 - Subject to life estate of Erma Jerva; 032-03-301/2; 032-03-30.1				6,580.00	0.00
Subtotal (Total of this page)						117,544.00	0.00

Sheet 1 of 4 continuation sheets attached to  
Schedule of Creditors Holding Secured Claims

In re **Pat J. Bombard**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		H W J C						
Account No.  <b>Diana M. Bisesi</b> 8763 Weaver Road Brewerton, NY 13029								
			<b>Judgment Lien</b> 1351 Cherry Valley Turnpike Skaneateles, NY (3 tax parcels) Tax Parcel 032-03-301/1 - Subject to life estate of Erma Jerva; 032-03-301/2; 032-03-30.1 Child Support Obligations may be				<b>4,800.00</b>	<b>0.00</b>
			Value \$ <b>1,500,000.00</b>					
Account No.  <b>Erma Jarvis</b> 1351 Cherry Valley Turnpike Skaneateles, NY 13021			<b>2/6/2012 Mortgage</b> 1351 Cherry Valley Turnpike Skaneateles, NY (3 tax parcels) Tax Parcel 032-03-301/1 - Subject to life estate of Erma Jerva; 032-03-301/2; 032-03-30.1					
			Value \$ <b>1,500,000.00</b>				<b>125,045.00</b>	<b>0.00</b>
Account No.  <b>Fablano &amp; Assoc</b> 1035 7th North Street Liverpool, NY 13088								
			Value \$ <b>0.00</b>				<b>0.00</b>	<b>0.00</b>
Account No.  <b>Forster &amp; Garbus LLP</b> 60 Motor Parkway Commack, NY 11725								
			Value \$ <b>0.00</b>				<b>0.00</b>	<b>0.00</b>
Account No.  <b>Harry Batschel</b> 1993 Otisco Valley Road Marietta, NY 13110			<b>8/27/13 Mortgage</b> 1351 Cherry Valley Turnpike Skaneateles, NY (3 tax parcels) Tax Parcel 032-03-301/1 - Subject to life estate of Erma Jerva; 032-03-301/2; 032-03-30.1					
			Value \$ <b>1,500,000.00</b>				<b>50,000.00</b>	<b>0.00</b>
Subtotal (Total of this page)							<b>179,845.00</b>	<b>0.00</b>

Sheet 2 of 4 continuation sheets attached to  
Schedule of Creditors Holding Secured Claims

In re Pat J. Bombard

Case No. \_\_\_\_\_

Debtor

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E H W J C D E B T O R	Husband, Wife, Joint, or Community		C O N T R I B U T I O N	U N L I Q U I T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN						
Account No.  Internal Revenue Service P.O. Box 7348 Philadelphia, PA 19101								
		1351 Cherry Valley Turnpike Skaneateles, NY (3 tax parcels) Tax Parcel 032-03-301/1 - Subject to life estate of Erma Jerva; 032-03-301/2; 032-03-30.1 Child Support Obligations may be duplicative; Cayuga County Services					9,486.33	0.00
		Value \$ 1,500,000.00						
Account No.  Key Bank NA 4919 Tiedman Road Cleveland, OH 44144								
		Mortgage HELOC  7356 Farmstead Road Liverpool, New York 13088					80,092.00	0.00
		Value \$ 134,259.00						
Account No.  New York State Tax Commission NYS Dept. of Tax & Finance Attn: Bankruptcy Section P.O. Box 5300 Albany, NY 12205								
		3/11/2008 Judgment Lien 1351 Cherry Valley Turnpike Skaneateles, NY (3 tax parcels) Tax Parcel 032-03-301/1 - Subject to life estate of Erma Jerva; 032-03-301/2; 032-03-30.1					44,077.00	0.00
		Value \$ 1,500,000.00						
Account No.  Onondaga County Dept. of Tax & Finance Onondaga County Civic Center 421 Montgomery Street 15th Floor Syracuse, NY 13202								
		Real Property Taxes					43,574.16	43,574.16
		Value \$ 0.00						
Account No.  Pat Bombard Jr. and Ahsley Bombard 300 Mamaroneck Ave. # 206 White Plains, NY 10605								
		2/8/2013 Mortgage 1351 Cherry Valley Turnpike Skaneateles, NY (3 tax parcels) Tax Parcel 032-03-301/1 - Subject to life estate of Erma Jerva; 032-03-301/2; 032-03-30.1					120,000.00	0.00
		Value \$ 1,500,000.00						
Subtotal							297,229.49	43,574.16
(Total of this page)								

Sheet 3 of 4 continuation sheets attached to  
Schedule of Creditors Holding Secured Claims

B6D (Official Form 6D) (12/07) - Cont.

In re Pat J. Bombard

Case No. \_\_\_\_\_

Debtor

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B O R	Husband, Wife, Joint, or Community		D I S P U T E	A M O U N T O F C L A I M W I T H O U T D E D U C T I N G V A L U E O F C O L L A T E R A L	U N S E C U R E D P O R T I O N, I F A N Y
		H W J C	D A T E C L A I M W A S I N C U R R E D, N A T U R E O F L I E N, A N D D E S C R I P T I O N A N D V A L U E O F P R O P E R T Y S U B J E C T T O L I E N			
Account No.  <b>Peter T. Roach and Associates</b> <b>125 Michael Drive</b> <b>Syosset, NY 11791</b>						
			Value \$ <b>0.00</b>		<b>0.00</b>	<b>0.00</b>
Account No.						
			Value \$			
Account No.						
			Value \$			
Account No.						
			Value \$			
Account No.						
			Value \$			
Subtotal (Total of this page)					<b>0.00</b>	<b>0.00</b>
Total (Report on Summary of Schedules)					<b>1,345,185.49</b>	<b>43,574.16</b>

Sheet 4 of 4 continuation sheets attached to  
Schedule of Creditors Holding Secured Claims

In re Pat J. Bombard  
Debtor

Case No. \_\_\_\_\_

### SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule II-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

#### TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

**Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

**Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

**Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$12,475\* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

**Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

**Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$6,150\* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

**Deposits by individuals**

Claims of individuals up to \$2,775\* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

**Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

**Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

**Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

\* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

0 continuation sheets attached

In re Pat J. Bombard

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community			C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H	W	J				
Account No. <b>xxxxx0332</b>  <b>Asset Acceptance LLC</b> <b>P.O. Box 15019</b> <b>Warren, MI 48090</b>	-	<b>4/21/2011</b> <b>Original Creditor Citibank South Dakota</b>						<b>39,517.00</b>
Account No.  <b>Bank of America</b> <b>PO Box 15019</b> <b>Wilmington, DE 19886</b>	-	<b>Charged off Credit Card</b>						<b>18,194.00</b>
Account No.  <b>Bank of America</b> <b>PO Box 15019</b> <b>Wilmington, DE 19886</b>	-	<b>Charged off credit card</b>						<b>45,330.00</b>
Account No.  <b>Chase Bank</b> <b>P.O Box 15298</b> <b>Wilmington, DE 19850</b>	-	<b>Credit Card</b>						<b>13,869.00</b>
<b>Subtotal</b> (Total of this page)								<b>116,910.00</b>

2 continuation sheets attached



In re Pat J. Bombard

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No.  David Martin 333 West Washington Street suite 200 Syracuse, NY 13202		-		Estimated Fees incurred as Receiver concerning Brandwine LLC foreclosure case.			X	Unknown
Account No.  Elisabeth A. Barker 472 South Salina Street Suite 620 Syracuse, NY 13202		-		Attorneys fees for family court matter.				Unknown
Account No.  Key Bank NA 4919 Tiedeman Road Cleveland, OH 44144		-		Line of Credit				32,867.00
Account No.  Key Bank NA 4919 Tiedeman Road Cleveland, OH 44144		-		line of credit				29,040.00
Account No. x5565  Simons Agency Inc. 3713 Brewerton Road Syracuse, NY 13212		-		12/18/2012 Medical Debt				745.00

Sheet no. 1 of 2 sheets attached to Schedule of  
Creditors Holding Unsecured Nonpriority Claims

Subtotal  
(Total of this page) **62,652.00**

In re Pat J. Bombard

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B I T O R	H U S B A N D, W I F E, J O I N T, O R C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T R I B U T I O N	U N P A I D	D I S C O N T R I B U T I O N	AMOUNT OF CLAIM
Account No. <b>xx5661</b>  <b>Simons Agency Inc.</b> <b>3713 Brewerton Road</b> <b>Syracuse, NY 13212</b>	-	-	<b>11/14/2012</b> <b>Medical Debt</b>				<b>62.00</b>
Account No. <b>xx2783</b>  <b>Simons Agency Inc.</b> <b>3713 Brewerton Road</b> <b>Syracuse, NY 13212</b>	-	-	<b>12/15/2011</b> <b>Medical Debt</b>				<b>420.00</b>
Account No. <b>xx4775</b>  <b>Simons Agency Inc.</b> <b>3713 Brewerton Road</b> <b>Syracuse, NY 13212</b>	-	-	<b>10/3/2013</b> <b>Medical Debt</b>				<b>652.00</b>
Account No.  <b>Time Warner Cable</b> <b>PO Box 4222</b> <b>Buffalo, NY 14240</b>	-	-	<b>Cable Services</b>				<b>154.00</b>
Account No.							

Sheet no. 2 of 2 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal  
(Total of this page)

**1,288.00**

Total  
(Report on Summary of Schedules)

**180,850.00**

In re Pat J. Bombard

Case No. \_\_\_\_\_

Debtor

### SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doc, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
<b>Patrick M. McCracken</b> <b>c/o Keller Williams</b> <b>6672 East Genesee Street</b> <b>Fayetteville, NY 13066</b>	<b>Contract to sell Cherry Valley Property for 1.7 million</b>

B6H (Official Form 6H) (12/07)

In re Pat J. Bombard

Case No. \_\_\_\_\_

Debtor

### SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR

NAME AND ADDRESS OF CREDITOR

0

\_\_\_\_\_ continuation sheets attached to Schedule of Codebtors

B61 (Official Form 61) (12/07)

In re **Pat J. Bombard**

Case No. \_\_\_\_\_

Debtor(s) \_\_\_\_\_

**SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)**

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status:  <b>Divorced</b>	DEPENDENTS OF DEBTOR AND SPOUSE	
	RELATIONSHIP(S): <b>Daughter</b>	AGE(S): <b>3</b>
<b>Employment:</b>	DEBTOR	SPOUSE
Occupation	<b>Car Sales/Storage Business</b>	
Name of Employer	<b>Self Employed</b>	
How long employed		
Address of Employer		

INCOME: (Estimate of average or projected monthly income at time case filed)	DEBTOR	SPOUSE
1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)	\$ <u>0.00</u>	\$ <u>N/A</u>
2. Estimate monthly overtime	\$ <u>0.00</u>	\$ <u>N/A</u>
3. SUBTOTAL	\$ <u>0.00</u>	\$ <u>N/A</u>
4. LESS PAYROLL DEDUCTIONS		
a. Payroll taxes and social security	\$ <u>0.00</u>	\$ <u>N/A</u>
b. Insurance	\$ <u>0.00</u>	\$ <u>N/A</u>
c. Union dues	\$ <u>0.00</u>	\$ <u>N/A</u>
d. Other (Specify): _____	\$ <u>0.00</u>	\$ <u>N/A</u>
5. SUBTOTAL OF PAYROLL DEDUCTIONS	\$ <u>0.00</u>	\$ <u>N/A</u>
6. TOTAL NET MONTHLY TAKE HOME PAY	\$ <u>0.00</u>	\$ <u>N/A</u>
7. Regular income from operation of business or profession or farm (Attach detailed statement)	\$ <u>0.00</u>	\$ <u>N/A</u>
8. Income from real property	\$ <u>0.00</u>	\$ <u>N/A</u>
9. Interest and dividends	\$ <u>0.00</u>	\$ <u>N/A</u>
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above	\$ <u>0.00</u>	\$ <u>N/A</u>
11. Social security or government assistance (Specify): _____	\$ <u>0.00</u>	\$ <u>N/A</u>
12. Pension or retirement income	\$ <u>0.00</u>	\$ <u>N/A</u>
13. Other monthly income (Specify): _____	\$ <u>0.00</u>	\$ <u>N/A</u>
14. SUBTOTAL OF LINES 7 THROUGH 13	\$ <u>0.00</u>	\$ <u>N/A</u>
15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)	\$ <u>0.00</u>	\$ <u>N/A</u>
16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)	\$ <u>0.00</u>	

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

B6J (Official Form 6J) (12/07)

In re Pat J. Bombard

Case No. \_\_\_\_\_

Debtor(s) \_\_\_\_\_

### SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)		\$	<u>0.00</u>
a. Are real estate taxes included?	Yes _____ No <u>X</u>		
b. Is property insurance included?	Yes _____ No <u>X</u>		
2. Utilities:		\$	
a. Electricity and heating fuel		\$	<u>200.00</u>
b. Water and sewer		\$	<u>31.00</u>
c. Telephone		\$	<u>100.00</u>
d. Other <u>See Detailed Expense Attachment</u>		\$	<u>169.00</u>
3. Home maintenance (repairs and upkeep)		\$	<u>150.00</u>
4. Food		\$	<u>500.00</u>
5. Clothing		\$	<u>75.00</u>
6. Laundry and dry cleaning		\$	<u>120.00</u>
7. Medical and dental expenses		\$	<u>50.00</u>
8. Transportation (not including car payments)		\$	<u>200.00</u>
9. Recreation, clubs and entertainment, newspapers, magazines, etc.		\$	<u>75.00</u>
10. Charitable contributions		\$	<u>0.00</u>
11. Insurance (not deducted from wages or included in home mortgage payments)		\$	
a. Homeowner's or renter's		\$	<u>0.00</u>
b. Life		\$	<u>0.00</u>
c. Health		\$	<u>0.00</u>
d. Auto		\$	<u>0.00</u>
e. Other _____		\$	<u>0.00</u>
12. Taxes (not deducted from wages or included in home mortgage payments)		\$	
(Specify) _____		\$	<u>0.00</u>
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)		\$	
a. Auto		\$	<u>0.00</u>
b. Other <u>Key Bank HELOC on Mother's Home</u>		\$	<u>201.00</u>
c. Other _____		\$	<u>0.00</u>
14. Alimony, maintenance, and support paid to others		\$	<u>0.00</u>
15. Payments for support of additional dependents not living at your home		\$	<u>940.00</u>
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)		\$	<u>0.00</u>
17. Other <u>haircuts</u>		\$	<u>5.00</u>
Other _____		\$	<u>0.00</u>
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)		\$	<u>2,816.00</u>
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:			
20. STATEMENT OF MONTHLY NET INCOME			
a. Average monthly income from Line 15 of Schedule I		\$	<u>0.00</u>
b. Average monthly expenses from Line 18 above		\$	<u>2,816.00</u>
c. Monthly net income (a. minus b.)		\$	<u>-2,816.00</u>

**BJ (Official Form 6J) (12/07)**

In re Pat J. Bombard

Case No. \_\_\_\_\_

Debtor(s)

**SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)**  
**Detailed Expense Attachment**

**Other Utility Expenditures:**

<u>cable internet</u>	\$	<u>69.00</u>
<u>lawn snow plow</u>	\$	<u>100.00</u>
<b>Total Other Utility Expenditures</b>	\$	<b>169.00</b>

United States Bankruptcy Court  
Northern District of New York

In re Pat J. Bombard  
Debtor(s)

Case No. \_\_\_\_\_  
Chapter 11

**DECLARATION CONCERNING DEBTOR'S SCHEDULES**

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 22 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date 8/27/13

Signature   
**Pat J. Bombard**  
Debtor

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.



N/A

**United States Bankruptcy Court  
Northern District of New York**

In re Pat J. Bombard

Debtor(s)

Case No. \_\_\_\_\_  
Chapter 11

**DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)**

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept \_\_\_\_\_ \$ \_\_\_\_\_  
Prior to the filing of this statement I have received \_\_\_\_\_ \$ \_\_\_\_\_  
Balance Due \_\_\_\_\_ \$ \_\_\_\_\_

2. \$ \_\_\_\_\_ of the filing fee has been paid.

3. The source of the compensation paid to me was:  
 Debtor  Other (specify):

4. The source of compensation to be paid to me is:  
 Debtor  Other (specify):

5.  I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.  
 I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:  
a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;  
b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;  
c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;  
d. [Other provisions as needed]

**Negotiations with secured creditors to reduce to market value; exemption planning; preparation and filing of reaffirmation agreements and applications as needed; preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods.**

7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:  
**Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions or any other adversary proceeding.**

**CERTIFICATION**

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: \_\_\_\_\_  
N/A

B7 (Official Form 7) (04/13)

**United States Bankruptcy Court  
Northern District of New York**

In re Pat J. Bombard

Debtor(s)

Case No. \_\_\_\_\_

Chapter 11

**STATEMENT OF FINANCIAL AFFAIRS**

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. If the answer to an applicable question is "None," mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

*DEFINITIONS*

*"In business."* A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

*"Insider."* The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any persons in control of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(2), (31).

**I. Income from employment or operation of business**

None  State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$36,000.00	Income from Business, approximate., Tax returns are being prepared - 2010
\$24,000.00	Income from business approximate -tax returns are being prepared.
\$24,000.00	Income from business approximate 2012. Tax returns are being prepared

**2. Income other than from employment or operation of business**

None  State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
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B7 (Official Form 7) (04/13)

2

**3. Payments to creditors**

None  **Complete a. or b., as appropriate, and c.**

a. *Individual or joint debtor(s) with primarily consumer debts:* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
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None  b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$6,225\*. If the debtor is an individual, indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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None  c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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**4. Suits and administrative proceedings, executions, garnishments and attachments**

None  a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Brandywine LLC v. Bombard et al Case No. 10-6447	Foreclosure action against Cherry Valley property	Onondaga County Supreme Court	Pending Foreclosure Sale
M&T v. Bombard et al Case No. 2010-440	Foreclosure action	Onondaga County Supreme Court	Disposed
Jerva v. Bombard case bi, 2011-CR111	Judgement Resitution Balance	Onondaga County Supreme Court	Judgment 2/8/12 - Pending
America Express v. Bombard 2011-1921	Collection	Onondaga County Supreme Court	Judgment 6/20/11
American Express v Bombard 2010-7272	Collection	Onondaga County Supreme Court	judgment 2/22/11
Danise Thurston and Cayuga County SCU various actions	Disputed Child Support	Cayuga County Family Court	disposed

\* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B7 (Official Form 7) (04/13)

3

None  b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
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**5. Repossessions, foreclosures and returns**

None  List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)


NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
<b>Key Bank NA 4919 Tiedeman Road Cleveland, OH 44144</b>	<b>April 2013</b>	<b>39 Heritage Woods Road property sold at foreclosure sale concerning M&amp;T v. Bombard et al.</b>

**6. Assignments and receiverships**

None  a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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None  b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
<b>David Martin Harris Beach, LLP 333 West Washington Street Suite 200 Syracuse, NY 13902</b>	<b>Brandywine LLC v. Bombard et al</b>		<b>Managing and collecting rents Debtor is entitled to through You Store It Skaneateles LLC.</b>
<b>Onondaga County Clerk 401 Montgomery St Syracuse, NY 13202</b>	<b>Jerva v. Bombard case bi, 2011-CR111</b>		<b>\$120,000.00 <del>and</del> CASH</b> 

**7. Gifts**

None  List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
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B7 (Official Form 7) (04/13)

4

**8. Losses**

None  List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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**9. Payments related to debt counseling or bankruptcy**

None  List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
Alliance Credit Counseling 13777 Ballantyne Corporate Place Suite 100 Charlotte, NC 28277	8/27/13	19.00

**10. Other transfers**

None  a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
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None  b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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**11. Closed financial accounts**

None  List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
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B7 (Official Form 7) (04/13)

5

**12. Safe deposit boxes**

None  List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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**13. Setoffs**

None  List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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**14. Property held for another person**

None  List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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**15. Prior address of debtor**

None  If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
39 Heritage Woods Rd. Skaneateles, NY 13152		Property Vacated January 2013

**16. Spouses and Former Spouses**

None  If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

**17. Environmental Information.**

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

None  a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

B7 (Official Form 7) (04/13)  
 6

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None  b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None  c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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**18 . Nature, location and name of business**

None  a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

*If the debtor is a partnership*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

*If the debtor is a corporation*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN) COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
Bombard Car Co. Inc.		PO Box 8 Skaneateles, NY 13152	Car Sales - No longer operating	4/30/1992
Bombard Family LLC		PO Box 8 Skaneateles, NY 13152	Not operating	2/24/2005
Bomard Power Sports LLC	01-0843790		No longer operating	8/26/2005
You Store It Skaneateles LLC	15-0492520	PO Box 8 Skaneateles, NY 13152	Storage Facility - Operating at minimal capacity - and currently operated by a reciever.	
Pat Bombard d/b/a Uhaul		PO Box 8 Skaneateles, NY 13152	Debtor was a distributor through U-Haul when operating the Storage Facility located on Cherry Road Turnpike.	

None  b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
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B7 (Official Form 7) (04/13)

7

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

*(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)*

**19. Books, records and financial statements**

None  a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
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None  b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME	ADDRESS	DATES SERVICES RENDERED
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None  c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME	ADDRESS
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None  d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS	DATE ISSUED
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**20. Inventories**

None  a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)
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None  b. List the name and address of the person having possession of the records of each of the inventories reported in a., above.

DATE OF INVENTORY	NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS
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**21. Current Partners, Officers, Directors and Shareholders**

None  a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS	NATURE OF INTEREST	PERCENTAGE OF INTEREST
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None  b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
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B7 (Official Form 7) (04/13)

8

**22. Former partners, officers, directors and shareholders**

None  a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME ADDRESS DATE OF WITHDRAWAL

None  b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS TITLE DATE OF TERMINATION

**23. Withdrawals from a partnership or distributions by a corporation**

None  If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR DATE AND PURPOSE OF WITHDRAWAL AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY

**24. Tax Consolidation Group.**

None  If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION TAXPAYER IDENTIFICATION NUMBER (EIN)

**25. Pension Funds.**

None  If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

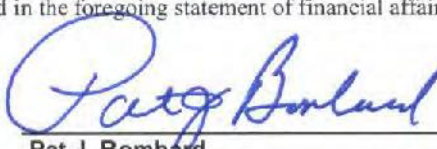
NAME OF PENSION FUND TAXPAYER IDENTIFICATION NUMBER (EIN)

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**DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR**

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date 8/27/13

Signature   
Pat J. Bombard  
Debtor

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF NEW YORK  
NOTICE TO CONSUMER DEBTOR(S) UNDER § 342(b)  
OF THE BANKRUPTCY CODE**

In accordance with § 342(b) of the Bankruptcy Code, this notice to individuals with primarily consumer debts: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case.

You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

Notices from the bankruptcy court are sent to the mailing address you list on your bankruptcy petition. In order to ensure that you receive information about events concerning your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address. If you are filing a **joint case** (a single bankruptcy case for two individuals married to each other), and each spouse lists the same mailing address on the bankruptcy petition, you and your spouse will generally receive a single copy of each notice mailed from the bankruptcy court in a jointly-addressed envelope, unless you file a statement with the court requesting that each spouse receive a separate copy of all notices.

**1. Services Available from Credit Counseling Agencies**

With limited exceptions, § 109(b) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days **before** the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies. Each debtor in a joint case must complete the briefing.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses. Each debtor in a joint case must complete the course.

**2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors**

**Chapter 7: Liquidation (\$245 filing fee, \$46 administrative fee, \$15 trustee surcharge: Total Fee \$306)**

Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, the United States trustee (or bankruptcy administrator), the trustee, or creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

**Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$46 administrative fee: Total fee \$281)**

Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over

a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

**Chapter 11: Reorganization (\$1,167 filing fee, \$46 administrative fee: Total fee \$1,213)**

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

**Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$46 administrative fee: Total fee \$246)**

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

**3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials**

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

**WARNING:** Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court. The documents and the deadlines for filing them are listed on Form B200, which is posted at [http://www.uscourts.gov/bkforms/bankruptcy\\_forms.html#procedure](http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure).

B 201B (Form 201B) (12/09)

**United States Bankruptcy Court  
Northern District of New York**

In re Pat J. Bombard

Debtor(s)

Case No. \_\_\_\_\_

Chapter 11

**CERTIFICATION OF NOTICE TO CONSUMER DEBTOR(S)  
UNDER § 342(b) OF THE BANKRUPTCY CODE**

**Certification of Debtor**

I (We), the debtor(s), affirm that I (we) have received and read the attached notice, as required by § 342(b) of the Bankruptcy Code.

Pat J. Bombard

Printed Name(s) of Debtor(s)

X

Pat J. Bombard  
Signature of Debtor

8/27/13  
Date

Case No. (if known) \_\_\_\_\_

X

Signature of Joint Debtor (if any)

Date

**Instructions:** Attach a copy of Form B 201 A, Notice to Consumer Debtor(s) Under § 342(b) of the Bankruptcy Code.

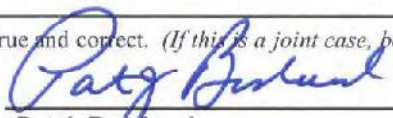
Use this form to certify that the debtor has received the notice required by 11 U.S.C. § 342(b) **only** if the certification has **NOT** been made on the Voluntary Petition, Official Form B1. Exhibit B on page 2 of Form B1 contains a certification by the debtor's attorney that the attorney has given the notice to the debtor. The Declarations made by debtors and bankruptcy petition preparers on page 3 of Form B1 also include this certification.

In re Pat J. Bombard  
 Debtor(s)  
 Case Number: \_\_\_\_\_  
 (If known)

**CHAPTER 11 STATEMENT OF CURRENT MONTHLY INCOME**

In addition to Schedules I and J, this statement must be completed by every individual Chapter 11 debtor, whether or not filing jointly. Joint debtors may complete one statement only.

<b>Part I. CALCULATION OF CURRENT MONTHLY INCOME</b>																					
1	<p><b>Marital/filing status.</b> Check the box that applies and complete the balance of this part of this statement as directed.</p> <p>a. <input checked="" type="checkbox"/> <b>Unmarried. Complete only Column A ("Debtor's Income") for Lines 2-10.</b></p> <p>b. <input type="checkbox"/> <b>Married, not filing jointly. Complete only column A ("Debtor's Income") for Lines 2-10.</b></p> <p>c. <input type="checkbox"/> <b>Married, filing jointly. Complete both Column A ("Debtor's Income") and Column B ("Spouse's Income") for Lines 2-10.</b></p> <p>All figures must reflect average monthly income received from all sources, derived during the six calendar months prior to filing the bankruptcy case, ending on the last day of the month before the filing. If the amount of monthly income varied during the six months, you must divide the six-month total by six, and enter the result on the appropriate line.</p>			<b>Column A</b>	<b>Column B</b>																
		<b>Debtor's</b>	<b>Spouse's</b>																		
		<b>Income</b>	<b>Income</b>																		
2	<b>Gross wages, salary, tips, bonuses, overtime, commissions.</b>			\$	0.00																
3	<p><b>Net income from the operation of a business, profession, or farm.</b> Subtract Line h from Line a and enter the difference in the appropriate column(s) of Line 3. If more than one business profession or farm, enter aggregate numbers and provide details on an attachment. Do not enter a number less than zero.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2"></th> <th style="width: 15%; text-align: center;">Debtor</th> <th style="width: 15%; text-align: center;">Spouse</th> </tr> </thead> <tbody> <tr> <td style="width: 5%; text-align: center;">a.</td> <td>Gross receipts</td> <td style="text-align: right;">\$ 0.00</td> <td style="text-align: right;">\$</td> </tr> <tr> <td style="text-align: center;">b.</td> <td>Ordinary and necessary business expenses</td> <td style="text-align: right;">\$ 0.00</td> <td style="text-align: right;">\$</td> </tr> <tr> <td style="text-align: center;">c.</td> <td>Business income</td> <td colspan="2" style="text-align: center;">Subtract Line h from Line a</td> </tr> </tbody> </table>					Debtor	Spouse	a.	Gross receipts	\$ 0.00	\$	b.	Ordinary and necessary business expenses	\$ 0.00	\$	c.	Business income	Subtract Line h from Line a		\$	0.00
		Debtor	Spouse																		
a.	Gross receipts	\$ 0.00	\$																		
b.	Ordinary and necessary business expenses	\$ 0.00	\$																		
c.	Business income	Subtract Line h from Line a																			
4	<p><b>Net Rental and other real property income.</b> Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 4. Do not enter a number less than zero.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2"></th> <th style="width: 15%; text-align: center;">Debtor</th> <th style="width: 15%; text-align: center;">Spouse</th> </tr> </thead> <tbody> <tr> <td style="width: 5%; text-align: center;">a.</td> <td>Gross receipts</td> <td style="text-align: right;">\$ 0.00</td> <td style="text-align: right;">\$</td> </tr> <tr> <td style="text-align: center;">b.</td> <td>Ordinary and necessary operating expenses</td> <td style="text-align: right;">\$ 0.00</td> <td style="text-align: right;">\$</td> </tr> <tr> <td style="text-align: center;">c.</td> <td>Rent and other real property income</td> <td colspan="2" style="text-align: center;">Subtract Line h from Line a</td> </tr> </tbody> </table>					Debtor	Spouse	a.	Gross receipts	\$ 0.00	\$	b.	Ordinary and necessary operating expenses	\$ 0.00	\$	c.	Rent and other real property income	Subtract Line h from Line a		\$	0.00
		Debtor	Spouse																		
a.	Gross receipts	\$ 0.00	\$																		
b.	Ordinary and necessary operating expenses	\$ 0.00	\$																		
c.	Rent and other real property income	Subtract Line h from Line a																			
5	<b>Interest, dividends, and royalties.</b>			\$	0.00																
6	<b>Pension and retirement income.</b>			\$	0.00																
7	<p><b>Any amounts paid by another person or entity, on a regular basis, for the household expenses of the debtor or the debtor's dependents, including child support paid for that purpose.</b> Do not include alimony or separate maintenance payments or amounts paid by the debtor's spouse if Column B is completed. Each regular payment should be reported in only one column; if a payment is listed in Column A, do not report that payment in Column B.</p>			\$	0.00																
8	<p><b>Unemployment compensation.</b> Enter the amount in the appropriate column(s) of Line 8. However, if you contend that unemployment compensation received by you or your spouse was a benefit under the Social Security Act, do not list the amount of such compensation in Column A or B, but instead state the amount in the space below:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">Unemployment compensation claimed to be a benefit under the Social Security Act</td> <td style="width: 15%; text-align: center;">Debtor \$</td> <td style="width: 15%; text-align: center;">0.00</td> <td style="width: 15%; text-align: center;">Spouse \$</td> </tr> </table>			Unemployment compensation claimed to be a benefit under the Social Security Act	Debtor \$	0.00	Spouse \$	\$	0.00												
Unemployment compensation claimed to be a benefit under the Social Security Act	Debtor \$	0.00	Spouse \$																		
9	<p><b>Income from all other sources.</b> Specify source and amount. If necessary, list additional sources on a separate page. Total and enter on Line 9. Do not include alimony or separate maintenance payments paid by your spouse if Column B is completed, but include all other payments of alimony or separate maintenance. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, crime against humanity, or as a victim of international or domestic terrorism.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2"></th> <th style="width: 15%; text-align: center;">Debtor</th> <th style="width: 15%; text-align: center;">Spouse</th> </tr> </thead> <tbody> <tr> <td style="width: 5%; text-align: center;">a.</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">\$</td> </tr> <tr> <td style="text-align: center;">b.</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">\$</td> </tr> </tbody> </table>					Debtor	Spouse	a.		\$	\$	b.		\$	\$	\$	0.00				
		Debtor	Spouse																		
a.		\$	\$																		
b.		\$	\$																		
10	<p><b>Subtotal of current monthly income.</b> Add lines 2 thru 9 in Column A, and, if Column B is completed, add Lines 2 thru 9 in Column B. Enter the total(s).</p>			\$	0.00																

11	<b>Total current monthly income.</b> If Column B has been completed, add Line 10, Column A to Line 10, Column B, and enter the total. If Column B has not been completed, enter the amount from Line 10, Column A.	\$ 0.00
<b>Part II. VERIFICATION</b>		
12	<p>I declare under penalty of perjury that the information provided in this statement is true and correct. <i>(If this is a joint case, both debtors must sign.)</i></p> <p>Date: <u>8/27/13</u> Signature: <u></u></p> <p style="text-align: center;"><b>Pat J. Bombard</b> (Debtor)</p>	

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF NEW YORK**

In re Pat J. Bombard,

Debtor Case No.

Chapter 11

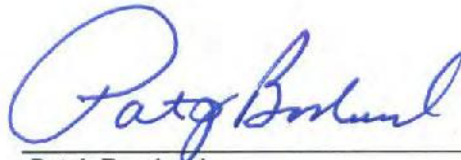
Social Security No(s). and all Employer's Tax Identification No(s). *[if any]*

xxx-xx-9197

**CERTIFICATION OF MAILING MATRIX**

I,(we), Pat J. Bombard, the attorney for the debtor/petitioner (or, if appropriate, the debtor(s) or petitioner(s)) hereby certify under the penalties of perjury that the above/attached mailing matrix has been compared to and contains the names, addresses and zip codes of all persons and entities, as they appear on the schedules of liabilities/list of creditors/list of equity security holders, or any amendment thereto filed herewith.

Dated: 8/21/13



Pat J. Bombard

Attorney for Debtor/Petitioner  
(Debtor(s)/Petitioner(s))

American Express Bank FSB  
200 Vessey St. Fl 24  
New York, NY 10285

Asset Acceptance LLC  
P.O. Box 15019  
Warren, MI 48090

Bank of America  
PO Box 15019  
Wilmington, DE 19886

Bank of America  
PO Box 982235  
El Paso, TX 79998

Brandywine Pavers LLC  
c/o Hinman Howard & Kattell LLP  
700 Securty Mutual Bldg.  
Binghamton, NY 13902

Cayuga County Support Collection  
Jill L. Terry, Esq.  
160 Genesee Street  
Auburn, NY 13021

Chase Bank  
P.O Box 15298  
Wilmington, DE 19850

Citi Bank South Dakota N.A.  
701 E. 60th Street North  
Sioux Falls, SD 57117

Contiguglia Law Offices LLP  
100 Genesee Street  
Auburn, NY 13021

Crissey Architectural Group  
995 North Ave.  
Syracuse, NY 13206

D Norris Construction  
4903 Sherwood Drive  
Syracuse, NY 13215



David Martin  
333 West Washington Street  
suite 200  
Syracuse, NY 13202

Denise Thurston  
c/o Cayuga Co. Supp. Collection Unit  
160 Genesee Street  
Auburn, NY 13021

Denise Thurston  
1714 Parliament Place  
Skaneateles, NY 13152

Diane M. Bisesi  
8763 Weaver Road  
Brewerton, NY 13029

Elisabeth A. Barker  
472 South Salina Street  
Suite 620  
Syracuse, NY 13202

Erma Jarvis  
1351 Cherry Valley Turnpike  
Skaneateles, NY 13021

Fabiano & Assoc  
1035 7th North Street  
Liverpool, NY 13088

Forster & Garbus LLP  
60 Motor Parkway  
Commack, NY 11725

Harry Batschel  
1993 Otisco Valley Road  
Marietta, NY 13110

Internal Revenue Service  
P.O. Box 7346  
Philadelphia, PA 19101

Key Bank NA  
4919 Tiedeman Road  
Cleveland, OH 44144

NCO Financial Systems  
PO Box 4935  
Trenton, NJ 08650

New York State Tax Commission  
NYS Dept. of Tax & Finance  
Attn: Bankruptcy Section P.O. Box 5300  
Albany, NY 12205

Onondaga County Dept. of Tax & Finance  
Onondaga County Civic Center  
421 Montgomery Street 15th Floor  
Syracuse, NY 13202

Pat Bombard Jr. and Ahsley Bombard  
300 Mamaroneck Ave.  
# 206  
White Plains, NY 10605

Patrick M. McCracken  
c/o Keller Williams  
6872 East Genesee Street  
Fayetteville, NY 13066

Peter T. Roach and Associates  
125 Michael Drive  
Syosset, NY 11791

Simons Agency Inc.  
3713 Brewerton Road  
Syracuse, NY 13212

Time Warner Cable  
PO Box 4222  
Buffalo, NY 14240

# **Exhibit 7**

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF NEW YORK

In Re:

PAT J. BOMBARD,

Debtor

CHAPTER 11

CASE NO. 13-

2013 AUG 28 AM 9:24  
CLERK OF THE  
BANKRUPTCY COURT  
N.D. OF NY  
SYRACUSE

FILED

**AFFIDAVIT PURSUANT TO LBR 2015-2**

STATE OF NEW YORK )  
COUNTY OF ONONDAGA )

Pat J. Bombard, being duly sworn, deposes and says that:

1. I am the individual seeking relief pursuant to Chapter 11 of the Bankruptcy Code, and I am fully familiar with all the facts set forth herein.

2. This Affidavit is submitted pursuant to Local Bankruptcy Rule 2015-2.

3. I formerly operated two businesses in Skaneateles, New York. Those businesses were Bombard Car Co. Inc., doing business as "Bombard Chevrolet", and You Store it Skaneateles LLC. However, the car dealership is no longer operational, and due to a pending foreclosure action, I no longer operate my storage business at You Store it Skaneateles LLC. I was also a distributor for U-Haul during the time I operated the storage business. Part of my storage business included storing boats, and/or arranging for the storage of boats during the winter months. I am not employed, and do not have any other sources of income, other than those set forth above.

4. The primary asset of my bankruptcy estate is the real property upon which I operated my businesses. Said property is located at 1351 Cherry Valley Turnpike, Skaneateles, New York.

5. Since 1992, I operated Bombard Chevrolet, in Skaneateles New York. The primary business of Bombard Chevrolet was the sale and service of automobiles.

6. In 2006, I pursued an alternative business venture, and formed "You Store It Skaneateles, LLC"; a storage company, which I operated on the Cherry Valley property. I subsequently mortgaged my business property in the amount of \$450,000.00 through Wilber National Bank, and also executed an assignment of rents in favor of the bank.

7. However, beginning in 2008, I could no longer effectively operate Bombard Chevrolet due to the problems General Motors faced at that time. The climate of the auto-industry, poor sales, and General Motors financial troubles ultimately closed a once successful family car business.

8. The closing of Bombard Chevrolet substantially strained my ability to meet both my personal and business financial obligations.

9. In addition, I was involved in an unfortunate situation concerning the mortgage upon my business parcel and a life tenant who resided on the property. These complex circumstances resulted in both financial and legal hardship.

10. In 2010, Brandwine Pavers, LLC, acquired the mortgage from Wilber National Bank, and commenced a foreclosure action in Onondaga County Supreme Court, whereby said creditor sought to foreclose the mortgage upon the Cherry Valley property. As a result of the pending

foreclosure action, a receiver was appointed to collect the rents and proceeds I received from You Store It Skaneateles, LLC. The receiver currently in place collecting the rents from You Store It Skaneateles is: David Martin, Esq. of the Harris Beach law firm.

11. The receiver's operation of the business, and the negative publicity in the community from my pending legal problems, have all but rendered the business defunct, and have cut off all rents and revenue streams I would receive as sole member of the business. The receiver has also hindered my ability to operate as a U-Haul distributor in connection with the storage business, and has effectively eliminated my ability to arrange storage for boats.

12. The financial difficulties from the personal and business debt I accumulated over the years, pending legal actions, and the closing of my businesses, ultimately lead to the foreclosure sale of my former home located at 39 Heritage Woods Road, Skaneateles, New York earlier this year.

13. However, I believe in good faith that the Cherry Valley property can be sold, or auctioned, for a substantial sum, which would effectively pay the secured creditors in this case. I further believe that there is equity in the property beyond that which is owed to the secured creditors in this case. I also believe that if given the opportunity I can restore my storage business to a profitable business venture.

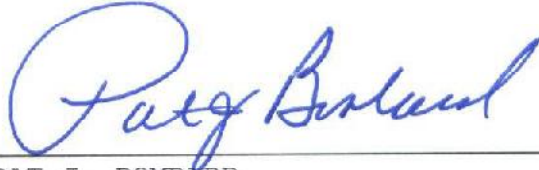
14. I have filed all of my schedules, including its Schedules A and G, with my Petition.

15. No property of mine is in the possession or custody of any third party, other than that which is as set forth in my Petition and schedules.

16. I have filed my statement of financial affairs with my Petition.

17. I do not employ any person, and I am not obligated to provide any employees with pay, salary, or benefits.

18. I am not currently operating any of my businesses at this time. Accordingly I do not have any operational expenses to disclose.



PAT J. BOMBARD

Sworn to before me this 27  
Day of August, 2013

  
Notary Public

**MARK P. LAWRENCE**  
Notary Public, State of New York  
Qualified in Chondaga County  
No. 02LA6272995  
My Commission Expires 12/03/2016

# **Exhibit 8**



SKANEATELEGE NY 13152 10/8/2014

DBPG CONTACT INFO - ADDRESS + FAX

Dealer BUSINESS PLANNING GROUP

100 RENAISSANCE CENTER

FAX

MAIL - CODE - 452 - 400 - 444

315 607-5791

DETROIT, MI 48265-1000

10/8/2014

PLEASE CONTACT ME ON

my Personal cell 315-506-5797

Dealer NAME PAT BOMBARD

BAC 115292

Chw - 15-044

I AM giving you my EMAIL ADDRESS

SUMMERWINDS.LLC @ G.MAIL.COM

PLEASE FORWARD TO MY EMAIL

ALL Dealership New CONTRACT FOR

3 YEAR RENEWAL PER YOUR AGREEMENT  
ON MY CHEVROLET STORE.

I AM EXCITED ABOUT MY NEW STORE

AND CHEVROLET New Product

AND BREAKING MORE SALES RECORDS

*Pat Bombard*

CC: CSR 0710 ASS.

CC: JBADAMI, LAWYER JBADAMI@VERIZON.NET

CC: M. ASHLEY, LAWYER MITCHELL.ASHLEY@THEASHLEYLAWFIRM.COM

# **Exhibit 9**

Pat Bombard  
Bombard Car Co  
230 Turner Ave  
Syracuse, NY 13219

January 5, 2016

Re: Bombard Car Co., Inc.

Dear Mr. Bombard:

I am writing in response to your request for information concerning Bombard Car Co., Inc. As you can see from the agreements and correspondence enclosed, Bombard Car Co., Inc. ("Dealer Company") no longer has a General Motors Dealer Sales and Service Agreement for Chevrolet as a result of the Dealer Company's failure to comply with the March 11, 2010 Letter of Intent you executed on March 17<sup>th</sup> of that year. You received notice on both July 16, 2010 and November 3, 2010 of your failure to comply with the Letter of Intent, specifically, your failure to provide evidence of floorplan and the failure to return the initial wind-down payment within 60 days of your execution of the Letter of Intent.

Each letter is attached for your review and specifically describes these events. Your Dealer Agreement expired October 31, 2010 as described in the Wind-Down Agreement dated June 1, 2009. If you have any further questions, please contact me at [deborah.f.collins@gm.com](mailto:deborah.f.collins@gm.com).

Respectfully,

Deborah F. Collins  
Attorney  
GM Legal Staff

# **Exhibit 10**

**From:** Deborah F. Collins <deborah.f.collins@gm.com>  
**Sent:** Saturday, March 05, 2016 5:13 PM  
**To:** Pat  
**Cc:** Lynn Howard  
**Subject:** RE: Bombard

Dear Mr. Bombard:

As stated in my January letter and in the materials provided with that letter, you do not have a General Motors Dealer Sales and Service Agreement for Chevrolet. You do, however, have unclaimed wind down funds available upon completion of a number of outstanding requirements. I will be able to provide you a list of the remaining issues that must be resolved in order to receive the remainder of your wind down payment when I return to the office next week.  
Deb Collins

-----Original Message-----

**From:** Pat [<mailto:summerwindslc@gmail.com>]  
**Sent:** Friday, March 04, 2016 3:43 PM  
**To:** Deborah F. Collins <[deborah.f.collins@gm.com](mailto:deborah.f.collins@gm.com)>  
**Subject:** Bombard

Ms Collins Can You Please Answer my Email . With a Update On My Chevrolet Store and Deposit With Gm . I understand You are Busy but I need To Move Forward I'm Hoping we Can agree and Not Choose Legal Action. No One Wins !! So Please Give Me a Chance to Follow My Dealership With Your Help and Lynn And My Letter Sent To CEO of Gm Thank You For The Help Needed Have a Nice Weekend . Look Forward to A Yes !! Pat Bombard

Sent from my iPhone

# **Exhibit 11**

**From:** Deborah F. Collins <deborah.f.collins@gm.com>  
**Sent:** Monday, March 07, 2016 1:28 PM  
**To:** Pat  
**Cc:** Lynn Howard  
**Subject:** RE: Bombard  
**Attachments:** Bombard Post Term Notification\_100713.docx; Bombard Supplemental Wind-Down Agreement (00872728).pdf

Dear Mr. Bombard,

Attached are the two forms that must be completed prior to releasing the remaining wind down funds being held on behalf of Bombard Motors. Once these are executed and provided to GM, we can complete the required sales tax compliance check. Let me know if you have any questions concerning these forms.

Deb Collins

Deborah F. Collins

Attorney GM Legal Staff

313.665.7382 office

313.920.2880 cell

-----Original Message-----

From: Pat [<mailto:summerwindslc@gmail.com>]

Sent: Saturday, March 05, 2016 5:35 PM

To: Deborah F. Collins <[deborah.f.collins@gm.com](mailto:deborah.f.collins@gm.com)>

Subject: Bombard

Ms Collins As I have Told You I Do Have A Chevrolet Franchise . Per The Facts and Law That Protects Me in New York and With Gm . U asked For Verication I provide Holly Martin A Gm Employee . She has Knowledge and Will Verify She Called me . Also Lynn Howard has Been fully In Agreement . So Once again I need You to Put in Writing I will Expect a answer Next Week Before Friday . Also I have asked You to Verify The Money on Deposit you have Not . This is Not a Game I will Win Gm needs To Honor The Agreement . As I Have As a Dealer and Man . So Let's do The Right Thing for Everyone And Move Forward in a Postive Way . Thank You Pat Bombard

Sent from my iPhone



**POST TERMINATION NOTIFICATION**

**Terminating Dealer Company Information**

Dealership Name: \_\_\_\_\_ BAC: \_\_\_\_\_

Physical Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

---

**Terminating Dealer Operator Contact Information**

(Please provide contact information where GM can reach the terminating Dealer Operator and an Alternate Contact for the foreseeable future)

**Dealer Operator Name:** \_\_\_\_\_

Contact street address same as the dealership address shown above?  Y  N

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact phone number same as the dealership phone number shown above?  Y  N

Phone Number: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Alternate Contact Name:** \_\_\_\_\_

Contact street address same as the dealership address shown above?  Y  N

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact phone number same as the dealership phone number shown above?  Y  N

Phone Number: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**DEALER: Fax to your Dealer Contract Manager at  
313-667-5461/5462**



## SUPPLEMENTAL WIND-DOWN AGREEMENT

THIS SUPPLEMENTAL WIND-DOWN AGREEMENT (this "Agreement") is made and entered into as of the 5th day of January, 2010, by BOMBARD CAR CO., INC. ("Dealer"), for the use and benefit of MOTORS LIQUIDATION COMPANY, f/k/a General Motors Corporation ("GM"), and GENERAL MOTORS LLC ("363 Acquirer").

### RECITALS

A. Dealer and GM are parties to a Dealer Sales and Service Agreement for Chevrolet motor vehicles (the "Dealer Agreement"). Dealer's dealership operations are located in Skaneateles, New York.

B. Dealer and GM are parties to that certain Wind-Down Agreement dated June 1, 2009 (the "Original Wind-Down Agreement"). All initially capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Original Wind-Down Agreement.

C. GM assigned all of its right, title and interest in the Dealer Agreement and the Original Wind-Down Agreement to the 363 Acquirer.

D. Pursuant to the Original Wind-Down Agreement, Dealer agreed to terminate and cancel the Dealer Agreement and all rights and continuing interests therein by written agreement and to release GM and its related parties from any and all liability arising out of or connected with the Dealer Agreement, any predecessor agreement(s) thereto, and the relationship between GM or the 363 Acquirer and Dealer relating to the Dealer Agreement, and any predecessor agreement(s) thereto, on the terms and conditions set forth herein, intending to be bound by the terms and conditions of this Agreement.

E. Dealer executes this Agreement in accordance with Section 3 of the Original Wind-Down Agreement.

### COVENANTS

NOW, THEREFORE, in consideration of the foregoing recitals and the premises and covenants contained herein, Dealer hereby agrees as follows:

1. Termination of Dealer Agreement.

(a) Dealer hereby terminates the Dealer Agreement by written agreement in accordance with Section 14.2 thereof. The effective date of such termination shall be January 5, 2010.

(b) Dealer shall timely pay all sales taxes, other taxes and any other amounts due to creditors, arising out of the operations of Dealer.

(c) Dealer shall be entitled to receive the Final Payment Amount in accordance with the terms of the Original Wind-Down Agreement.

2. Release; Covenant Not to Sue; Indemnity.

(a) Dealer, for itself, its Affiliates and any of their respective members, partners, venturers, stockholders, officers, directors, employees, agents, spouses, legal representatives, successors, and assigns (collectively, the "Dealer Parties"), hereby releases, settles, cancels, discharges, and acknowledges to be fully satisfied any and all claims, demands, damages, debts, liabilities, obligations, costs, expenses, liens, actions, and causes of action of every kind and

nature whatsoever (specifically including any claims which are pending in any court, administrative agency or board or under the mediation process of the Dealer Agreement), whether known or unknown, foreseen or unforeseen, suspected or unsuspected (“Claims”), which Dealer or anyone claiming through or under Dealer may have as of the date of the execution of this Agreement against GM, the 363 Acquirer, their Affiliates or any of their respective members, partners, venturers, stockholders, officers, directors, employees, agents, spouses, legal representatives, successors or assigns (collectively, the “GM Parties”), arising out of or relating to (i) the Dealer Agreement or this Agreement, (ii) any predecessor agreement(s), (iii) the operation of the dealership for the Existing Model Line, (iv) any facilities agreements, including without limitation, any claims related to or arising out of dealership facilities, locations or requirements, Standards for Excellence (“SFE”) related payments or bonuses (except that the 363 Acquirer shall pay any SFE payments due Dealer for the second (2<sup>nd</sup>) quarter of 2009 and the 363 Acquirer shall not collect any further SFE related payments from Dealer for the third (3<sup>rd</sup>) quarter of 2009 or thereafter), and any representations regarding motor vehicle sales or profits associated with Dealership Operations under the Dealer Agreement, or (v) any other events, transactions, claims, discussions or circumstances of any kind arising in whole or in part prior to the effective date of this Agreement, provided, however, that the foregoing release shall not extend to (x) reimbursement to Dealer of unpaid warranty claims if the transactions giving rise to such claims occurred within ninety (90) days prior to the date of this Agreement, (y) the payment to Dealer of any incentives currently owing to Dealer or any amounts currently owing to Dealer in its Open Account, or (z) any claims of Dealer pursuant to Section 17.4 of the Dealer Agreement, all of which amounts described in (x) - (z) above of this sentence shall be subject to setoff by GM or the 363 Acquirer, as applicable, of any amounts due or to become due to GM or the 363 Acquirer, or any of their Affiliates. Neither GM nor the 363 Acquirer shall charge back to Dealer any warranty claims approved and paid by GM or the 363 Acquirer prior to the effective date of termination, as described in Section 1 above, after the later to occur of (A) the date six (6) months following payment, or (B) the effective date of termination, except that GM and the 363 Acquirer may make charge-backs for false, fraudulent or unsubstantiated claims within two (2) years of payment.

(b) Dealer, for itself, and the other Dealer Parties, hereby agrees not to, at any time, sue, protest, institute or assist in instituting any proceeding in any court or administrative proceeding, or otherwise assert (i) any Claim that is covered by the release provision in subparagraph (a) above or (ii) any claim that is based upon, related to, arising from, or otherwise connected with the assignment of the Dealer Agreement or the Original Wind-Down Agreement by GM to the 363 Acquirer in the 363 Sale, if any, or an allegation that such assignment is void, voidable, otherwise unenforceable, violates any applicable law or contravenes any agreement. Notwithstanding anything to the contrary, Dealer acknowledges and agrees that GM and the 363 Acquirer will suffer irreparable harm from the breach by any Dealer Party of this covenant not to sue and therefore agrees that GM and the 363 Acquirer shall be entitled to any equitable remedies available to them, including, without limitation, injunctive relief, upon the breach of such covenant not to sue by any Dealer Party.

(c) Dealer shall indemnify, defend and hold the GM Parties harmless, from and against any and all claims, demands, fines, penalties, suits, causes of action, liabilities, losses, damages, costs of settlement, and expenses (including, without limitation, reasonable attorneys’ fees and costs) which may be imposed upon or incurred by the GM Parties, or any of them, arising from, relating to, or caused by Dealer’s (or any other Dealer Parties’) breach of this Agreement or Dealer’s execution or delivery of or performance under this Agreement. “Affiliate” means, with respect to any Person (as defined below), any Person that controls, is controlled by or is under common control with such Person, together with its and their respective partners, venturers,

directors, officers, stockholders, agents, employees and spouses. "Person" means an individual, partnership, limited liability company, association, corporation or other entity. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise.

3. Due Authority. Dealer and the individual(s) executing this Agreement on behalf of Dealer hereby jointly and severally represent and warrant to GM and the 363 Acquirer that this Agreement has been duly authorized by Dealer and that all necessary corporate action has been taken and all necessary corporate approvals have been obtained in connection with the execution and delivery of and performance under this Agreement.

4. Confidentiality. Dealer hereby agrees that, without the prior written consent of both GM and the 363 Acquirer, it shall not, except as required by law, disclose to any person (other than its agents or employees having a need to know such information in the conduct of their duties for Dealer, which agents or employees shall be bound by a similar undertaking of confidentiality), the terms or conditions of this Agreement or any facts relating hereto or to the underlying transactions.

5. Informed and Voluntary Acts. Dealer has reviewed this Agreement with its legal, tax, or other advisors, and is fully aware of all of its rights and alternatives. In executing this Agreement, Dealer acknowledges that its decisions and actions are entirely voluntary and free from any duress.

6. Binding Effect. This Agreement shall be binding upon any replacement or successor dealer as referred to in the Dealer Agreement and any successors or assigns, and shall benefit any of GM's and the 363 Acquirer's successors or assigns.

7. Continuing Jurisdiction. By executing this Agreement, Dealer hereby consents and agrees that the Bankruptcy Court shall retain full, complete and exclusive jurisdiction to interpret, enforce, and adjudicate disputes concerning the terms of this Agreement and any other matter related thereto. The terms of this Section 7 shall survive the termination of this Agreement.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Michigan.

9. No Reliance. Dealer represents and agrees that, in delivering this Agreement, it has not relied upon any oral or written agreements, representations, statements, or promises, express or implied, not specifically set forth in this Agreement. No waiver, modification, amendment or addition to this Agreement is effective unless evidenced by a written instrument signed by an authorized representative of the parties, and each party acknowledges that no individual will be authorized to orally waive, modify, amend or expand this Agreement. The parties hereto expressly waive application of any law, statute, or judicial decision allowing oral modifications, amendments, or additions to this Agreement notwithstanding this express provision requiring a writing signed by the parties.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Dealer has executed this Agreement through its duly authorized representative as of the day and year first above written.

BOMBARD CAR CO., INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_