

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

Related to Docket Nos. 34 and 55

**NOTICE OF FILING OF MODIFIED PROPOSED ORDER
(A) ESTABLISHING BIDDING PROCEDURES RELATING TO THE SALE
OF THE DEBTORS' ASSETS, (B) APPROVING THE DEBTORS' ENTRY
INTO THE STALKING HORSE PURCHASE AGREEMENTS AND RELATED
BID PROTECTIONS, (C) ESTABLISHING PROCEDURES RELATING TO THE
ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES, (D) APPROVING FORM AND MANNER OF NOTICES
RELATING THERETO, (E) SCHEDULING A HEARING TO CONSIDER THE
PROPOSED SALE, AND (F) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that, on March 18, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Motion of the Debtors for Entry of Orders (I)(A) Establishing Bidding Procedures Relating to the Sale of the Debtors’ Assets, (B) Approving the Debtors’ Entry into the Stalking Horse Purchase Agreements and Related Bid Protections, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Approving Form and Manner of Notices Relating Thereto, (E) Scheduling a Hearing to Consider the Proposed Sale, and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 34] (as amended by Docket No. 55, the “Motion”). Attached as Exhibit A to the Motion is a proposed form of order (the “Initial Proposed Order”) approving the bidding procedures and the stalking horse agreements (collectively, the “Stalking Horse Purchase Agreements”), all as further described in the Motion.

PLEASE TAKE FURTHER NOTICE that pursuant to the *Notice of Hearing* [Docket No. 36], objections to approval of the Motion were due by April 7, 2025, at 4:00 p.m. (prevailing

¹ The last four digits of AFH Air Pros, LLC’s tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.



Eastern Time). The objection deadline was extended to April 10, 2025, for the Official Committee of Unsecured Creditors (the "Committee").

PLEASE TAKE FURTHER NOTICE that the Debtors received informal comments from, among others, the United States Trustee for the Northern District of Georgia and the Committee, which have been incorporated into the modified proposed order attached hereto as **Exhibit A** (the "Modified Proposed Order"). **Exhibit 2** to the Modified Proposed Order incorporates by reference the Stalking Horse Purchase Agreements that were filed with the Motion at Docket No. 34.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit B** is a blackline reflecting the modifications between the Initial Proposed Order and the Modified Proposed Order, other than with respect to the Stalking Horse Purchase Agreements as there have been no revisions to such agreements.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Notice of Hearing, a hearing to consider the relief requested in the Motion will be held before the Honorable Paul M. Baisier, United States Bankruptcy Judge, **Courtroom 1202 in the Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia, 30303 on April 14, 2025 at 10:00 a.m. (prevailing Eastern Time).**

PLEASE TAKE FURTHER NOTICE that copies of all documents filed in the above captioned chapter 11 cases are available free of charge by visiting the case website maintained by the Debtors' notice and claims agent, Kurtzman Carson Consultants, LLC dba Verita Global, at <https://www.veritaglobal.net/AirPros> or by calling (866) 927-7076. You may also obtain copies of any pleadings by visiting the Office of the Clerk, U.S. Bankruptcy Court for the Northern District of Georgia (Newnan Division) between 8:00 a.m. and 4:00 p.m. or online by visiting the Court's website at <http://ecf.ganb.uscourts.gov> (registered users) or at <http://pacer.psc.uscourts.gov> (unregistered users). Further information may be obtained by using the "Submit an Inquiry" function at <https://www.veritaglobal.net/AirPros/inquiry>.

Dated: April 10, 2025

Respectfully submitted,

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil
David B. Kurzweil (Ga. Bar No. 430492)
Matthew A. Petrie (Ga. Bar No. 227556)
Terminus 200
3333 Piedmont Road, NE, Suite 2500
Atlanta, Georgia 30305
Telephone: (678) 553-2100
Email: kurzweild@gtlaw.com
petriem@gtlaw.com

*Proposed Counsel for the Debtors and
Debtors in Possession*

CERTIFICATE OF SERVICE

I hereby certify that on April 10, 2025, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Georgia.

By: /s/ David B. Kurzweil
David B. Kurzweil

Exhibit A

(Modified Proposed Order)

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,¹
Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

Re: Docket No. ____

**ORDER (A) ESTABLISHING BIDDING PROCEDURES RELATING TO THE
SALE OF THE DEBTORS' ASSETS, (B) APPROVING THE DEBTORS'
ENTRY INTO THE STALKING HORSE PURCHASE AGREEMENTS AND
RELATED BID PROTECTIONS, (C) ESTABLISHING PROCEDURES
RELATING TO THE ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (D) APPROVING
FORM AND MANNER OF NOTICES RELATING THERETO,**

¹ The last four digits of AFH Air Pros, LLC's tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/airpros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

**(E) SCHEDULING A HEARING TO CONSIDER
THE PROPOSED SALE, AND (F) GRANTING RELATED RELIEF**

Upon the *Motion of the Debtors for Entry of Orders (I)(A) Establishing Bidding Procedures Relating to the Sale of the Debtors' Assets, (B) Approving the Debtors' Entry into the Stalking Horse Purchase Agreements and Related Bid Protections, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Approving Form and Manner of Notices Relating Thereto, (E) Scheduling a Hearing to Consider the Proposed Sale, and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [D.I. 34, 55] (the "Motion");² and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Motion has been given under the circumstances; and this Court having held a hearing (the "Hearing") to consider the relief requested in the Motion; and upon the First Day Declaration, the Sale Declaration [D.I. 56], the *Declaration of Andrew D.J. Hede in Support of the Debtors' Bidding Procedures Motion* [D.I. [●]], and the record of the Hearing, this Court having determined that there is good and sufficient cause for the relief set forth in this Bidding Procedures Order; and after due deliberation thereon,

THE COURT HEREBY FINDS THAT:

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

A. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The statutory bases for the relief requested in the Motion are sections 105, 363, 365, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002(a)(2), 6004, 6006, 9007, and 9014, Local Rules 9013-1 and 9013-2, and the Complex Case Procedures. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Bidding Procedures Order is in the best interests of the Debtors and their respective estates, creditors, and all other parties in interest.

D. As reflected in the certificates of service filed on March 19, 2025 [D.I. 46] and March 24, 2025 [D.I. 73], the Motion and the notice of the Hearing was served on the Court's electronic filing system and the Notice Parties. Such notice is adequate and sufficient in light of the circumstances and nature of the relief requested in the Motion and complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, subject to modifications permitted by the Court's order, dated March 19, 2025 [D.I. 41]. A reasonable and fair opportunity to object to the Motion and the relief granted in this Bidding Procedures Order has been afforded under the circumstances. Accordingly, no other or further notice of the Motion or the Hearing was or is necessary or required.

E. The Debtors have demonstrated a compelling and sound business justification for the Court to grant the relief requested in the Motion, including, without limitation: (i) approval of the bidding procedures in the form annexed hereto as **Exhibit 1** (as amended or modified, the “Bidding Procedures”); (ii) approval of the Debtors’ selection of each of Stalking Horse Bidders and their respective Stalking Horse Purchase Agreements; (iii) approval of the Assumption and Assignment Procedures set forth herein; (iv) approval of the form and manner of notice of all procedures, protections, schedules, and agreements described in the Motion and attached thereto; (v) the scheduling of a date for the Sale Hearing; and (vi) all related relief as set forth herein. Such compelling and sound business justification, which was set forth in the Motion and on the record at the Hearing, are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

F. The Debtors’ marketing process has been reasonably calculated to maximize value for the benefit of all stakeholders.

G. Entry into the Stalking Horse Purchase Agreements, which are attached hereto as **Exhibits 2-A, 2-B, 2-C, 2-D, 2-E, and 2-F**, with the Stalking Horse Bidders, is in the best interests of the Debtors and the Debtors’ estates and creditors, and all other parties in interest, and it reflects a sound exercise of the Debtors’ business judgment.³ The Debtors have articulated good, sufficient, and sound business justifications and compelling circumstances for performance of obligations related to the Stalking Horse Purchase Agreements in that, among other things, the Stalking Horse Purchase Agreements, including the Bid Protections, were negotiated by the respective parties at arm’s-length and in good faith, and constitutes the highest or otherwise best

³ To the extent there are any conflicts between any specific terms of this Bidding Procedures Order and any specific terms of the applicable Stalking Horse Purchase Agreement, the terms of this Bidding Procedures Order shall govern.

proposal that the Debtors have received to date and the Stalking Horse Purchase Agreements allow the Debtors to solicit the highest or otherwise best bid for the Assets through the Bidding Procedures in order to preserve and realize their optimal value.

H. The Bid Protections (which, for the avoidance of doubt, include the Break-Up Fee and Expense Reimbursement) for each of the Stalking Horse Bidders, as approved by this Bidding Procedures Order, are fair and reasonable and provide a benefit to the Debtors' estates and stakeholders. The payment of the Bid Protections upon satisfaction of the conditions set forth in the applicable Stalking Horse Purchase Agreement, this Bidding Procedures Order, and the Bidding Procedures, are (i) an actual and necessary cost of preserving the Debtors' estates, within the meaning of sections 503(b) and 507(a) of the Bankruptcy Code, (ii) reasonably tailored to encourage, rather than hamper, the bidding for the Assets, by providing a baseline of value, increasing the likelihood of competitive bidding at the Auction, and facilitating participation of other bidders in the sale process, thereby increasing the likelihood that the Debtors will receive the best possible price and terms for the assets under the circumstances of these Chapter 11 Cases, (iii) of substantial benefit to the Debtors' estates and stakeholders and all parties in interest in these Chapter 11 Cases, (iv) fair, reasonable and appropriate, (v) a material inducement for, and condition necessary to, ensuring that each Stalking Horse Bidder will continue to pursue its proposed agreement to purchase the Assets provided for in the applicable Stalking Horse Purchase Agreement, and (vi) reasonable in relation to each Stalking Horse Bidder's efforts and to the magnitude and complexity of the Sale and to each Stalking Horse Bidder's lost opportunities resulting from the time spent pursuing such transaction. Without the Bid Protections, each Stalking Horse Bidder would be unwilling to remain obligated to consummate the Sale or otherwise be bound under the applicable Stalking Horse Purchase Agreement (including the obligation to

maintain its committed offer while such offer is subject to higher or better offers, as contemplated by the Bidding Procedures).

I. The Stalking Horse Purchase Agreements do not provide for the sale of the Debtors' and their estates' claims—including, without limitation, commercial tort claims and Avoidance Actions—against any of the Debtors' insiders (as that term is defined in section 101(31) of the Bankruptcy Code). For purposes of this Bidding Procedures Order, "Avoidance Actions" means all avoidance and recovery actions or remedies that may be brought on behalf of the Debtors or their estates under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under sections 544, 547, 548, 550, 551, 552, or 553 of the Bankruptcy Code.

J. The Bidding Procedures, in the form attached hereto and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are fair, reasonable, and appropriate and represent the best method for maximizing the value of the Debtors' estates.

K. The Bidding Procedures were negotiated by the Debtors and the Stalking Horse Bidders at arm's length and in good faith, and were a material inducement to, and express condition of, the willingness of the Stalking Horse Bidders to execute their respective Stalking Horse Purchase Agreements and submit their bids that will serve as a minimum or floor bid on which the Debtors, their creditors, suppliers, vendors, and other bidders may rely.

L. The Auction and Sale Notice, substantially in the form attached hereto as **Exhibit 3** (the "Auction and Sale Notice"), is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of the Assets, including, without limitation: (i) the date, time, and place of the Auction (if one is held); (ii) the Bidding Procedures; (iii) the deadline for filing objections to the Sale and entry of the Sale Order(s), and the date, time, and place of the Sale Hearing; (iv) reasonably specific identification of the Assets to be sold and liabilities to be

assumed; (v) instructions for promptly obtaining copies of the Stalking Horse Purchase Agreements; (vi) a description of the Sale as being free and clear of liens, claims, encumbrances, and interests (collectively, the “Interests”)—except as expressly set forth in each respective Sale Order and each respective Stalking Horse Purchase Agreement—with all such Interests attaching with the same validity and priority to the Sale proceeds; and (vii) notice of the proposed assumption and assignment of Assumed Contracts to the Stalking Horse Bidders pursuant to the applicable Stalking Horse Purchase Agreements (or to another Successful Bidder(s)), and no other or further notice of the Bidding Procedures, the Auction, the Sale or other information contained in the Auction and Sale Notice shall be required.

M. The Notice of Potential Assumption and Assignment, substantially in the form attached hereto as **Exhibit 4**, is appropriate and reasonably calculated to provide counterparties to the Debtors’ Assumed Contracts (as defined below) with timely and proper notice of the potential/intended assumption and assignment of their executory contracts or unexpired leases, any cure costs relating thereto, and the Assumption and Assignment Procedures, and no other or further notice is required.

N. The Customer Notice of Assumption and Assignment, substantially in the form attached hereto as **Exhibit 5** (the “Customer Notice of Assumption and Assignment”), is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Sale, the Assumption and Assignment Procedures (to the extent applicable), and the Successful Bidder(s), and no other or further notice is required.

O. The Notice of Successful Bidder, substantially in the form attached hereto as **Exhibit 6** (the “Notice of Successful Bidder”), is reasonably calculated to provide interested parties with timely and proper notice of any proposed Sale with respect to the Assets, including,

without limitation, (i) the Successful Bidder(s) of the Assets, (ii) the Back-Up Bidders, if applicable, and (iii) the date, time and place of the Sale Hearing.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as provided herein.⁴
2. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the hearing on the Motion or by stipulation filed with the Court, are overruled.
3. The record establishes that the Debtors' prior actions in connection with the marketing process as it relates to the Assets were appropriate and reasonably calculated to lead to the highest or otherwise best offer for the Sale.

I. STALKING HORSE BIDDERS, STALKING HORSE PURCHASE AGREEMENTS, AND BID PROTECTIONS

4. The Debtors are authorized to enter into each Stalking Horse Purchase Agreement, subject to higher or otherwise better offers received from Qualified Bidders at the Auction.
5. The Debtors are authorized, but not directed, to perform any obligations of the Debtors set forth in each Stalking Horse Purchase Agreement that are intended to be performed prior to the Sale Hearing or entry of the Sale Order.
6. The Debtors are hereby authorized and directed to pay, or cause to be paid, the Break-Up Fee and Expense Reimbursement to the Stalking Horse Bidders in accordance with the terms of the respective Stalking Horse Purchase Agreement and the Bidding Procedures, without further order of this Court. The dollar amounts of the Break-Up Fee and Expense Reimbursement set forth in each Stalking Horse Purchase Agreement are hereby approved. The Stalking Horse

⁴ Notwithstanding anything to the contrary herein, the consummation of the Sale is subject to entry of the Sale Order.

Bidders shall be entitled to receive Bid Protections in accordance with the terms and conditions of the respective Stalking Horse Purchase Agreement. Any requirement that a Stalking Horse Bidder file a proof of claim for, or otherwise request allowance of, its Bid Protections is hereby waived. The applicable Debtor's obligation to pay the Bid Protections shall survive termination of the applicable Stalking Horse Purchase Agreement, dismissal or conversion of any of the Chapter 11 Cases, and confirmation of any plan of reorganization or liquidation.

7. The Debtors are authorized to pay or otherwise satisfy the Bid Protections, if and as earned pursuant to the terms and limitations of the applicable Stalking Horse Purchase Agreement. To the extent payable subject to such terms and limitations, the Prepetition Secured Lenders acknowledge and agree that the Bid Protections shall be paid from the proceeds of the applicable Alternative Transaction (as defined in the applicable Stalking Horse Purchase Agreement) with a party other than the applicable Stalking Horse Bidder, and without need of further order or application to the Bankruptcy Court.

8. The Stalking Horse Bidders are deemed to be Qualified Bidders for all purposes, and their respective Stalking Horse Purchase Agreement are deemed to be Qualified Bids.

II. THE BIDDING PROCEDURES

9. The Bidding Procedures are approved in their entirety. The Debtors are authorized to proceed with the Sale in accordance with the Bidding Procedures and are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures, in accordance therewith, the Stalking Horse Purchase Agreements, and the timeline below. The failure to specifically include or reference a particular provision of any Stalking Horse Purchase Agreement or the Bidding Procedures in this Bidding Procedures Order shall not diminish or impair the effectiveness of such provision.

10. The following dates and deadlines regarding the Sale are hereby established, subject to the right of Debtors to modify the following dates pursuant to this Bidding Procedures Order, the Bidding Procedures, and the Stalking Horse Purchase Agreements, and upon proper notice to parties in interest:

Event	Date
Sale Objection Deadline	May 5, 2025 at 4:00 p.m. (ET)
Bid Deadline	May 5, 2025 at 4:00 p.m. (ET)
Auction	May 9, 2025 at 10:00 a.m. (ET)
Notice of Successful Bidder(s) and Backup Bidder(s)	May 10, 2025
Post-Auction Objection Deadline	May 13, 2025 at 4:00 p.m. (ET)
Sale Hearing	May 19, 2025 at [●] (ET)

11. The process and requirements associated with submitting a Qualified Bid and selecting a Successful Bid are approved as fair, reasonable, appropriate, and designed to maximize recoveries for the benefit of the Debtors' estates, creditors, and other parties in interest.

12. The Bidding Procedures shall govern the submission, receipt, and analysis of all bids, and any party desiring to submit a higher or otherwise better offer must do so strictly in accordance with the terms of the Bidding Procedures and this Bidding Procedures Order.

13. Each bidder participating at an Auction (if any) must be a Qualified Bidder and shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the Sale, as set forth in the Bidding Procedures and an Auction (if any) shall be transcribed or recorded.

14. As further described in the Bidding Procedures, the Bid Deadline shall be 4:00 p.m. (prevailing Eastern Time) on May 5, 2025. Any disputes or objections to the selection of Qualified Bids, Successful Bids, or Backup Bids shall be resolved by this Court at the Sale Hearing as set forth herein.

15. Each Stalking Horse Bidder is deemed a Qualified Bidder, and the bid of each Stalking Horse Bidder, as set forth in the respective Stalking Horse Purchase Agreement, is deemed a Qualified Bid for all purposes in connection with the bidding process, the Auction, and the Sale.

16. The Debtors are authorized to conduct the Auction if they receive one or more Qualified Bids in addition to the Stalking Horse Purchase Agreements in accordance with the Bidding Procedures. The Auction, to the extent that an Auction is necessary under the Bidding Procedures, shall take place at 10:00 a.m. (prevailing Eastern Time) on May 9, 2025 at the offices of Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, or such other place as determined by the Debtors, and continue thereafter until completed; provided, further, that the Consultation Parties may attend the Auction via Zoom or other similar teleconference services.

17. If no Qualifying Bid is received for Assets other than the Stalking Horse Purchase Agreements, no Auction shall be necessary and the Debtors shall cancel the Auction, provided, that the Debtors shall file a notice of cancellation of the Auction. For the avoidance of doubt, if a Qualified Bid is received for Assets subject to a Stalking Horse Purchase Agreement and not for another Stalking Horse Purchase Agreement, then the Auction may proceed for Assets that are subject to two or more competing Qualified Bids.

18. Further, in the event of a competing Qualified Bid, the Stalking Horse Bidders will be entitled, but not obligated, to submit overbids at any time prior to or at the Auction.

III. NOTICE PROCEDURES FOR SALE AND AUCTION

19. The Auction and Sale Notice and Notice of Successful Bidder are approved.

20. Within two (2) business days after the entry of this Bidding Procedures Order, or as soon as reasonably practicable thereafter, the Debtors shall serve the Auction and Sale Notice by first-class mail or, for those parties who have consented to receive notice by the Electronic Case Files (“ECF”) system, by ECF upon the Notice Parties; provided, further, that the Debtors are authorized to serve the Auction and Sale Notice on such Notice Parties by e-mail if the Debtors do not otherwise have the Notices Parties’ addresses in their books and records. In addition, the Debtors will also publish the Auction and Sale Notice on the Case Website.

21. As soon as reasonably practicable after the conclusion or cancellation of the Auction, as applicable, the Debtors shall file on the docket, but not serve, the Notice of Successful Bidder.

IV. OBJECTION DEADLINES FOR SALE AND AUCTION

22. The deadline to object to entry of an order (or orders) by the Court approving the Sale (a “Sale Objection”), including, without limitation, a sale to, and objections concerning adequate assurance of future performance by, any Stalking Horse Bidder, is May 5, 2025 at 4:00 p.m. (prevailing Eastern Time) (the “Sale Objection Deadline”).

23. All Sale Objections must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court, and (d) be filed with the Court and served so as to be **actually received** no later than the Sale Objection Deadline by the below-listed notice parties (collectively, the “Objection Notice Parties”):

a. [proposed] counsel for the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com), and Greenberg Traurig, LLP, One Vanderbilt Avenue, New York, New York 10017, Attn: Leo Muchnik (MuchnikL@gtlaw.com);

b. the Office of the U.S. Trustee, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia 30303, Attn: Jonathan S. Adams, Esq. (Jonathan.S.Adams@usdoj.gov);

c. counsel for the Debtors' prepetition and postpetition agent and lenders, Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com), and Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com);

d. proposed counsel to the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases, Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, New York, New York 10017, Attn: Bradford J. Sandler, Esq. (Bsandler@pszjlaw.com), Paul J. Labov, Esq. (Plabov@pszjlaw.com), and Cia Mackle, Esq. (Cmackle@pszjlaw.com);

e. counsel to the Doug's/Dream Team/Hansen Stalking Horse Bidder, Buchanan Ingersoll & Rooney PC, 401 E Jackson St., Suite 2400, Tampa, Florida 33602, Attn: David T. Cellitti (David.Cellitti@bipc.com);

f. counsel to the ECM Stalking Horse Bidder, King & Spalding LLP, 1180 Peachtree Street NE, Suite 1600, Atlanta, Georgia 30309, Attn: Jeffrey R. Duston (jdutson@kslaw.com), William Jordan (wjordan@kslaw.com), Christopher K. Coleman (christopher.coleman@kslaw.com) and Kristen Landers (klanders@kslaw.com);

g. counsel to the Dallas Plumbing Stalking Horse Bidder, (i) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Jeffrey Pawlitz (jpawlitz@willkie.com) and Betsy L. Feldman (bfeldman@willkie.com) and (ii) Eversheds Sutherland (US) LLP, 999 Peachtree St., N.E., Suite 2300, Atlanta, Georgia 30309, Attn: David Wender (davidwender@eversheds-sutherland.com);

h. counsel to the CM/Air Force Stalking Horse Bidder, Akerman LLP, 98 Southeast Seventh Street, Suite 1100, Miami, Florida 33131, Attn: Martin G. Burkett (martin.burkett@akerman.com), John H. Thompson (john.thompson@akerman.com), Michael B. Fernandez (mike.fernandez@akerman.com), and Carlos M. de la Cruz III (carlos.delacruz@akerman.com);

i. counsel to the One Source Stalking Horse Bidder, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204-2023, Attn: Elijah J. Hammans (ehammans@taftlaw.com) and W. Timothy Miller (miller@taftlaw.com);

j. counsel to the Air Pros Legacy Stalking Horse Bidder, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131, Attn: Jordi Guso (jguso@bergersingerman.com) and Michel Debolt (mdebolt@bergersingerman.com); and

k. all parties that have requested notice in these Chapter 11 Cases.

24. **Any party or entity who fails to timely make a Sale Objection in accordance with the foregoing requirements on or before the Sale Objection Deadline shall be forever barred from asserting any objection to the Sale, including with respect to the transfer of the assets free and clear of all liens, claims, encumbrances, and other interests pursuant to section 363(f) of the Bankruptcy Code or otherwise.**

25. The deadline by which all objections to (i) the manner of and conduct at the Auction (if applicable), and/or (ii) the identity/adequate assurance information of the Successful Bidder (other than the Stalking Horse Bidders) (an “Auction Objection”) is May 13, 2025 at 4:00 p.m. (prevailing Eastern Time) (the “Post-Auction Objection Deadline”). All Auction Objections must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court and served so as to be **actually received** no later than the Post-Auction Objection Deadline by the Objection Notice Parties and (d) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court.

26. **Any party or entity who fails to timely make an Auction Objection in accordance with the foregoing requirements on or before the Post-Auction Objection Deadline shall be forever barred from asserting any such objection to the Sale, including an Auction Objection.**

V. ASSUMPTION AND ASSIGNMENT PROCEDURES

27. The Assumption and Assignment Procedures, which are set forth below, regarding the assumption and assignment of the executory contracts and unexpired leases proposed to be assumed by the Debtors pursuant to section 365(b) of the Bankruptcy Code and assigned to the

Stalking Horse Bidders (or the Successful Bidder(s), following the Auction, if any) pursuant to section 365(f) of the Bankruptcy Code and in accordance with the applicable Stalking Horse Purchase Agreements (or other Final Purchase Agreement), are hereby approved to the extent set forth herein.

a. Assumed Contracts List.

i. As soon as practicable following entry of this Bidding Procedures Order, the Debtors shall file with the Court, the Notice of Potential Assumption and Assignment and, included therewith, a list (the “Assumed Contracts List”) that specifies:

- (1) each of the Debtors’ executory contracts and unexpired leases that may be assumed and assigned in connection with the Sale (the “Assumed Contracts”), including the name of each non-Debtor counterparty to such Assumed Contract (the “Assumed Contract Counterparty”); and
- (2) the proposed amount necessary to cure all defaults, if any, under the Assumed Contract (the “Cure Costs”).

ii. Within two (2) business days after the entry of this Bidding Procedures Order, or as soon as reasonably practicable thereafter, the Debtors shall serve, via first class mail, the Notice of Potential Assumption and Assignment and the Assumed Contracts List on all Assumed Contract Counterparties and on the parties that requested notice pursuant to Bankruptcy Rule 2002; provided, the Debtors shall serve the Customer Notice of Assumption and Assignment to customers as provided herein. Service as set forth herein shall be deemed proper, due, timely, good, and sufficient notice and no other or further notice is necessary.

b. Assumed Contract Objection.

i. An Assumed Contract Counterparty listed on the Assumed Contracts List attached to the Notice of Potential Assumption and Assignment may file an objection (an “Assumed Contract Objection”) to the proposed assumption and assignment of the applicable Assumed Contract; the proposed Cure Costs, if any; and/or adequate assurance of future performance by the Stalking Horse Bidder.

ii. All Assumed Contract Objections must (a) state, with specificity, the legal and factual basis for the objection and, if applicable, what Cure Costs are required, (b) include appropriate documentation in support thereof, and (c) be filed with the Court and served so as to be **actually received** by the Objection Notice Parties no later than May 5, 2025 at 4:00 p.m. (prevailing Eastern Time).

iii. If an Assumed Contract Counterparty timely files and serves an Assumed Contract Objection (or files an Auction Objection regarding the adequate assurance information of a Successful Bidder other than Stalking Horse Bidder by the Post-Auction Objection Deadline), in each case in a manner that is consistent with the requirements set forth above, and the parties are unable to consensually resolve the dispute prior to the Sale Hearing, such objection will be determined at the Sale Hearing, such later hearing date that the Debtors determine in their discretion, or such other date determined by this Court.

iv. A timely and properly filed Assumed Contract Objection or Auction Objection (if applicable) will reserve such objecting Assumed Contract Counterparty's rights against the Debtors only with respect to (a) the assumption or assumption and assignment of the Assumed Contract at issue, to the extent objected to, (b) the Cure Costs, to the extent objected to, and/or (c) adequate assurance of future performance by the Stalking Horse Bidder (if filed by the Sale Objection Deadline) or other Successful Bidder (if filed by the Post-Auction Objection Deadline), to the extent objected to, but will not constitute an objection to the remaining relief requested in the Motion, including, without limitation, the Sale and the Auction.

c. Supplemental Assumed Contracts; Supplemental Assumed Contract Objection Deadline.

i. If, (a) prior to the closing date of the Sale, the Debtors (x) discover Assumed Contracts inadvertently omitted from the Assumed Contracts List or (y) elect to modify the previously stated Cure Costs associated with an Assumed Contract, the Debtors will promptly serve a supplemental notice of potential assumption and assignment by electronic transmission, hand delivery, or overnight mail on the Assumed Contract Counterparty to each impacted Assumed Contract, and its attorney, if known, at the last known address available to the Debtors (each, a "Supplemental Assumed Contract Counterparty"), substantially in the form of the Notice of Potential Assumption and Assignment (a "Supplemental Notice of Potential Assumption and Assignment").

ii. Each Supplemental Notice of Potential Assumption and Assignment will include the same information with respect to listed Assumed Contracts as was included in the Notice of Potential Assumption and Assignment and/or the modified Cure Costs.

iii. Any Supplemental Assumed Contract Counterparty may file an objection (a "Supplemental Assumed Contract Objection") to, as applicable, the proposed assumption and assignment of such Assumed Contract, the proposed Cure Costs (if any), and/or adequate assurance of future performance by the applicable Stalking Horse Bidder or other Successful Bidder; or the modified Cure Costs.

iv. All Supplemental Assumed Contract Objections must: (a) state, with specificity, the legal and factual basis for the objection and, if applicable, what

Cure Costs are required; (b) include appropriate documentation in support of the objection; and (c) be filed and served so as to be **actually received** by the Objection Notice Parties no later than ten (10) days from the date of service of such Supplemental Notice of Potential Assumption and Assignment, which date will be set forth in the Supplemental Notice of Potential Assumption and Assignment.

v. If a Supplemental Assumed Contract Counterparty files a Supplemental Assumed Contract Objection in a manner that is consistent with the requirements set forth above, and the parties are unable to consensually resolve the dispute, the Debtors will seek an expedited hearing before the Court, and such dispute will be resolved at such expedited hearing or, in the Debtors' discretion, adjourned to a later hearing. If there is no such objection, then such Assumed Contract shall be deemed assumed and assigned pursuant to the Sale Order, without further order of the Court.

d. Failure to Timely File Objection. If an Assumed Contract Counterparty does not timely file and serve an Assumed Contract Objection or an Auction Objection (if applicable), or if a Supplemental Assumed Contract Counterparty does not timely file and serve a Supplemental Assumed Contract Objection, in each case in a manner that is consistent with the requirements set forth above, and absent a subsequent order of the Court in connection with such objection, (a) the Cure Costs, if any, set forth on the Assumed Contract List attached to the Notice of Potential Assumption and Assignment (or Supplemental Notice of Potential Assumption and Assignment) shall be controlling, notwithstanding anything to the contrary in any Assumed Contract or any other document, and (b) the Assumed Contract Counterparty or Supplemental Assumed Contract Counterparty, as applicable, will be deemed to have consented to the assumption and assignment of the Assumed Contract, that adequate assurance of future performance has been provided, and to the Cure Costs, if any, and will be forever barred, estopped, and enjoined from asserting any other claims related to such Assumed Contract against the Debtors or the Successful Bidder(s), or the property of any of them.

28. The inclusion of an Assumed Contract on the Assumed Contract List attached to the Notice of Potential Assumption and Assignment (or Supplemental Notice of Potential Assumption and Assignment), or any supplement thereto, will not: (a) obligate the Debtors to assume and assign or the Successful Bidder(s) (including any Stalking Horse Bidder) to agree to have assigned to it any Assumed Contract listed thereon or the Successful Bidder(s) to take assignment of such Assumed Contract; or (b) constitute any admission or agreement of the Debtors, the Stalking Horse Bidders, or any other potential Successful Bidder that such Assumed Contract is an executory contract or unexpired lease. Only those Assumed Contracts that are

included on a schedule of assumed and acquired contracts attached to the final asset purchase agreement with the Successful Bidder(s) (including amendments or modifications to such schedules in accordance with such asset purchase agreement) will be assumed and assigned to the Successful Bidder(s).

VI. CUSTOMER NOTICE

29. In accordance with the Court's order, dated March 19, 2025 [D.I. 41], the Debtors may serve the Customer Notice of Assumption and Assignment on their customers by email (where available), which notice shall be deemed proper, due, timely, good, and sufficient notice and no other or further notice is necessary. The procedures set forth in the Customer Notice of Assumption and Assignment for objecting to the Sale, the potential assumption and assignment of executory contracts with customers, and/or adequate assurance of future performance are hereby approved.

VII. SALE HEARING

30. A Sale Hearing to (a) approve the sale of certain of the assets to the Successful Bidder(s) free and clear of all Interests and (b) authorize the assumption and assignment of certain executory contracts and unexpired leases shall be held on May 19, 2025 at [●] (prevailing Eastern Time), and may be adjourned or rescheduled without notice other than an announcement on the record at Court or by a notice to be filed and served on parties requesting notice pursuant to Bankruptcy Rule 2002 by email or first class mail.

31. The proposed form of Sale Order(s) with each Stalking Horse Bidder will be filed with the Court at least seven (7) days before the Sale Hearing, and the proposed form of Sale Order(s) with the Successful Bidder shall be filed no later than four (4) calendar days prior to the Sale Hearing.

32. At the Sale Hearing, the Debtors will seek Court approval of the Successful Bid and the Backup Bid. The Sale Hearing shall be an evidentiary hearing on matters relating to the Sale and there will be no further bidding at the Sale Hearing. In the event that the Successful Bidder(s) cannot or refuses to consummate the Sale, the Debtors may, in accordance with the Bidding Procedures, designate the Backup Bid to be the new Successful Bid and the Backup Bidder to be the new Successful Bidder(s), and the Debtors shall be authorized to consummate the transaction with the Backup Bidder without further order of the Bankruptcy Court.

VIII. CONSUMER PRIVACY OMBUDSMAN

33. The U.S. Trustee is hereby directed to appoint a consumer privacy ombudsman (a “CPO”) in these Chapter 11 Cases in accordance with section 332(a) of the Bankruptcy Code within three (3) days of this Bidding Procedures Order, solely for the sale of the ECM and One Source business units.

34. With respect to the sale of the ECM and One Source assets, the CPO shall perform the functions set forth in section 332(b) of the Bankruptcy Code.

35. At all times, the CPO shall comply with section 332(c) of the Bankruptcy Code.

36. The CPO shall be compensated pursuant to section 330 of the Bankruptcy Code upon approval by the Court of a request for compensation.

IX. MISCELLANEOUS

37. The DIP Agent (or its assignee, which may be an acquisition vehicle) (at the direction of the Required DIP Lenders) shall have the right to credit bid up to the full amount of the outstanding DIP Obligations including any accrued interest and expenses, in any sale of DIP Collateral, and the Prepetition Agent (or its assignee, which may be an acquisition vehicle) (at the direction of the Required Prepetition Lenders) shall have the unqualified right to credit bid up to the full amount of any remaining Prepetition Obligations in any sale of Prepetition Collateral,

subject, in each case, to the satisfaction of the DIP Obligations, or as otherwise consented to by the Required DIP Lenders. For the avoidance of doubt, no credit bid of DIP Obligations shall be subject to challenge for “cause” or otherwise. Capitalized terms used in this Paragraph shall have the meanings ascribed to them in the Interim DIP Order [D.I. 32].

38. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Bidding Procedures Order in accordance with the Motion.

39. This Bidding Procedures Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon entry hereof and enforceable immediately upon its entry.

40. To the extent any of the deadlines set forth in this Bidding Procedures Order do not comply with the Local Rules, such Local Rules are waived and the terms of this Bidding Procedures Order shall govern.

41. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or otherwise, this Court, for good cause shown, orders that the terms and conditions of this Bidding Procedures Order shall be immediately effective and enforceable upon its entry.

42. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Bidding Procedures Order, including, but not limited to, any matter, claim, or dispute arising from or relating to the Bidding Procedures, the Stalking Horse Purchase Agreements, and the implementation of this Bidding Procedures Order.

END OF DOCUMENT

Prepared and presented by:

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil

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*Proposed Counsel for the Debtors and
Debtors in Possession*

Exhibit 1

Bidding Procedures

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

BIDDING PROCEDURES

On April [●], 2025 the United States Bankruptcy Court for the Northern District of Georgia (the “Court”) **entered** the Order (A) *Establishing Bidding Procedures Relating to the Sale of the Debtors’ Assets*, (B) *Approving the Debtors’ Entry into the Stalking Horse Purchase Agreements and Related Bid Protections*, (C) *Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases*, (D) *Approving Form and Manner of Notices Relating Thereto*, (E) *Scheduling a Hearing to Consider the Proposed Sale*, and (F) *Granting Related Relief* [D.I. [●]] (the “Bidding Procedures Order”).²

These Bidding Procedures set forth the process by which the Debtors are authorized to conduct a sale for one or more sales or dispositions (collectively, the “Sale”) of the Assets (as defined below) or subgroups thereof, culminating in an auction (the “Auction”) if competing Qualified Bids (as defined below) are received as further described herein.

Pursuant to the Bidding Procedures Order, the Court authorized the Debtors’ entry into asset purchase agreements (each, a “Stalking Horse Purchase Agreement” and, collectively, the “Stalking Horse Purchase Agreements”) with parties (each, including any permitted successors, assigns, and designees, a “Stalking Horse Bidder” and, collectively, the “Stalking Horse Bidders”) ³ for distinct subgroups of the Debtors’ Assets. Further, each Stalking Horse Bidder has committed to (a) purchase, acquire, and take assignment and delivery of, free and clear of all liens, claims, encumbrances, and other interests (except as otherwise provided in the respective Stalking Horse Purchase Agreement), certain assets associated with the Debtors’ operations as set forth in the respective Stalking Horse Purchase Agreement, and (b) assume

¹ The last four digits of AFH Air Pros, LLC’s tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/airpros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Bidding Procedures Order.

³ Copies of the Stalking Horse Purchase Agreements are annexed to the Bidding Procedures Order as **Exhibit 2**.

certain liabilities associated with the Debtors' operations as set forth in the respective Stalking Horse Purchase Agreement.

The Sale is contemplated to be implemented pursuant to the terms and conditions of either (a) the applicable Stalking Horse Purchase Agreement for the Assets described in each such agreement (as the same may be amended pursuant to the terms thereof), or (b) such other applicable asset purchase agreement upon the receipt of a Successful Bid (as defined herein) that the Debtors have determined in their business judgment, after consultation with the Consultation Parties (as defined below), is the highest or otherwise best bid in accordance with these Bidding Procedures.

Copies of the Motion, the Bidding Procedures Order, the Stalking Horse Purchase Agreements, and any other documents in the Debtors' Chapter 11 Cases can be obtained free of charge (i) on the case website maintained by the Debtors' claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at <https://www.veritaglobal.net/airpros>, or (ii) upon written request to [proposed] counsel to the Debtors undersigned below.

The Debtors provide these Bidding Procedures for use by Potential Bidders (as defined below) and Qualified Bidders (as defined below) in submitting bids proposing a transaction to purchase or otherwise acquire all or certain of the Assets, and, as necessary, qualifying for and participating in the Auction. Potential Bidders should review the Stalking Horse Purchase Agreements to determine the Assets subject to each such agreement.

1. Important Dates

- Bid Deadline: May 5, 2025 at 4:00 p.m. (prevailing Eastern Time).
- Sale Objection Deadline: May 5, 2025 at 4:00 p.m. (prevailing Eastern Time).
- Selection of Qualified Bidder(s): May 8, 2025 at 12:00 p.m. (prevailing Eastern Time).
- Auction: The Auction shall commence at 10:00 a.m. (prevailing Eastern Time) on May 9, 2025 at the offices of Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, or such other place as determined by the Debtors, in consultation with the Consultation Parties, and continue thereafter until completed; provided, that the Consultation Parties may attend the Auction via Zoom or other similar teleconference services.
- Selection of Successful Bidder(s) and Backup Bidder(s) (each as defined below): at the conclusion of the Auction and by no later than May 10, 2025.
- Sale Hearing: Court hearing to seek authorization to sell the Assets to such Successful Bidder(s): May 19, 2025 at [●] (prevailing Eastern Time).
- Closing Date: As soon as practicable after entry of the Sale Order, but no later than June 16, 2025.

2. Assets to be Sold

The Debtors seek to sell any and all of their Assets. The Assets may be sold as a whole or in discrete lots as determined by the Debtors in consultation with the Consultation Parties. Potential Bidders are invited to bid on any or all of the Assets.

3. Qualified Bidders and Access to Data Room

Any person or entity wishing to bid on the Assets (each a “Potential Bidder”) must execute and deliver (unless previously delivered) to the Debtors a confidentiality and non-disclosure agreement (a “Confidentiality Agreement”) in form and substance acceptable to the Debtors.

Notwithstanding anything to the contrary in the Bidding Procedures, all substantive direct communications, including any diligence requests, with Potential Bidders and Qualified Bidders (as defined below) shall be through Jefferies via email at: Project_Sunshine.DD@jefferies.com.

The Debtors, in their discretion, will afford a Potential Bidder who executes and delivers a Confidentiality Agreement due diligence access or such additional information as may be reasonably requested by the Potential Bidder that the Debtors, in their business judgment, determines to be reasonable and appropriate, including, without limitation, access to the Debtors’ confidential electronic data room, reasonable access, during normal business hours, to the Debtors’ advisors and management, and access to all relevant information regarding the Assets reasonably necessary to enable a Potential Bidder to evaluate the proposed Sale; provided that any such Potential Bidder has provided evidence of its financial wherewithal and ability to consummate the Sale.

Jefferies shall provide updates to counsel and/or the financial advisor to the Official Committee of Creditors Committee (the “Committee”) upon the request of the Committee on a professional eyes’ only basis regarding the status of interested parties that have executed Confidentiality Agreements.

The Debtors shall not be obligated to furnish any due diligence information after the conclusion of the Auction other than to the Successful Bidder(s) (as defined below) or any Backup Bidder(s) (as defined below).

Neither the Debtors nor their counsel and advisors are responsible for, or will bear liability with respect to, any information obtained by Potential Bidders in connection with due diligence. Notwithstanding anything contained herein to the contrary, to the extent the Debtors reasonably believe that providing access to Potential Bidders to certain sensitive commercial information is not advisable, the Debtors, in their business judgment and in consultation with the Consultation Parties, will decide what, if any, diligence information to make available to a particular Potential Bidder, and neither the Debtors nor their representatives will be obligated to furnish any information of any kind whatsoever to any party.

A “Qualified Bidder” is any Potential Bidder that (i) delivers a Confidentiality Agreement to the Debtors, (ii) demonstrates to the Debtors, in consultation with the Consultation Parties, a reasonable certainty of the ability to close the Sale in a timely manner (including the financial capability to close the Sale and the ability to obtain the necessary governmental, licensing,

regulatory, or other approvals necessary for such Sale, if any), and (iii) submits a Written Offer (as defined below) that is deemed a Qualified Bid (as defined below); provided, however, that the Debtors may waive one or more requirements for a Qualified Bidder and retains discretion, in consultation with the Consultation Parties, in determining whether a Potential Bidder submits a Qualified Bid and becomes a Qualified Bidder. If the Prepetition Lenders (as defined in the First Day Declaration), including on account of their claims under the DIP Facility (as defined in the First Day Declaration) submit a Written Offer (which shall automatically be deemed a Qualified Bid), then the Prepetition Lenders shall be considered a Qualified Bidder without further qualifications and shall no longer be considered a Consultation Party.

As promptly as practicable after a Potential Bidder delivers a Confidentiality Agreement and submits a Written Offer, and in any event not later than 12:00 p.m. (prevailing Eastern Time) one (1) day preceding the Auction, the Debtors, in consultation with the Consultation Parties, shall determine, and the Debtors shall notify the Potential Bidder in writing, whether the Potential Bidder is a Qualified Bidder.

Each Potential Bidder shall comply with all reasonable requests for information and due diligence access by the Debtors or their advisors regarding the ability of such Potential Bidder, as applicable, to consummate the proposed Sale.

For the avoidance of doubt, the Stalking Horse Bidders and the Stalking Horse Purchaser Agreements shall be deemed Qualified Bidders and Qualified Bids, respectively.

4. Requirements for a Qualified Bid

In order to become a Qualified Bidder and participate in the Auction, if any, a Potential Bidder must deliver to the Debtors, with a copy to counsel to the Debtors and Jefferies, a written offer (each, a "Written Offer") that needs to qualify as a Qualified Bid. To be deemed a "Qualified Bid", a Written Offer must meet each of the requirements listed below:

- (i) Delivery: Be delivered no later than **4:00 p.m. (prevailing Eastern Time) on May 5, 2025** (the "Bid Deadline").
- (ii) Executed Agreement: Be accompanied by an executed and binding asset purchase agreement (together with the exhibits and schedules thereto) (the "Purchase Agreement"), which Purchase Agreement must be marked to show any proposed amendments and modifications: (a) if the Purchase Agreement provides for the purchase of any Assets that are subject to a single Stalking Horse Purchase Agreement, then marked against the applicable Stalking Horse Purchase Agreement and (b) if the Purchase Agreement does not include Assets subject to a single Stalking Horse Purchase Agreement, then marked against the form purchase agreement the Debtors will provide upon request.
- (iii) Purchase Price; Minimum Bid. Each Written Offer must clearly set forth the purchase price to be paid (the "Purchase Price"). In addition, if the Potential Bidder seeks to acquire any Asset subject to one or more Stalking Horse Purchase Agreements, then the Purchase Price shall not be less than

the sum of (A) the cash purchase price set forth in the applicable Stalking Horse Purchase Agreement(s) plus (B) the Bid Protection(s) for each such Stalking Horse Bidder plus (C) one percent (1%) of the purchase price set forth in each Stalking Horse Purchase Agreement(s), in the aggregate.⁴

- (iv) Assets: Clearly identify and list the Assets and liabilities that the Potential Bidder seeks to acquire, whether individually or in combination. Written Offers for a portion of the Assets will be evaluated by the Debtors in consultation with the Consultation Parties.
- (v) Designation of Assumed Contracts and Adequate Assurance of Future Performance: Contain a list of any and all Assumed Contracts that are to be assumed and assigned in connection with a Sale to the extent such list is not included in the Purchase Agreement.

The Potential Bidder must also include documentation sufficient to provide adequate assurance of future performance for the benefit of the non-Debtor parties to the Assumed Contracts on the list, including, without limitation, (a) the specific name of the entity to whom the Assumed Contract will be assigned; (b) if available, audited financial statements and annual reports of the Purchaser and any other assignee for the past three (3) years, including all supplements or amendments thereto; (c) cash flow projections for the proposed assignee, the proposed assignee's most recent business plan, all cash flow projections for the Assumed Contract(s) subject to the assignment request, and any financial projections, calculations and/or pro formas prepared in contemplation of purchasing the assets, including the leases; (d) all documents and other evidence of the proposed assignee's experience in the Debtors' industry; and (e) a contact person for the proposed assignee whom non-Debtor parties may contact directly in connection with adequate assurance of future performance.

Should the Potential Bidder be a newly formed entity (a "Newco"), written evidence of adequate assurance of future performance should also include when such Newco was formed, how it will be financed together with evidence of firm financial commitments and identify what credit enhancements will be available to guarantee the obligations under the Assumed Contracts.

Non-Debtor parties to the Assumed Contracts will have until the Post-Auction Objection Deadline to object on adequate assurance grounds (other

⁴ For the avoidance of doubt, if a Written Offer seeks to acquire Assets that are subject to one or more Stalking Horse Purchase Agreements, then the Bid Protection for *each* Stalking Horse Bidder and the one percent (1%) minimum overbid shall be calculated on the purchase price set forth in each Stalking Horse Purchase Agreement(s).

than with respect to the Stalking Horse Bidders, which objection on adequate assurance grounds shall be due on the Sale Objection Deadline).

- (vi) As-Is, Where-Is: Each Written Offer must include a written acknowledgement and representation that the Potential Bidder: (a) has had an opportunity to conduct any and all due diligence regarding the Assets prior to submitting the Bid; (b) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Assets in making its Bid; and (c) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, regarding the Assets or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Purchase Agreement.
- (vii) Identification of Parties to Participate: To the Debtors' satisfaction, in consultation with the Consultation Parties, (a) fully disclose the identity of each entity or person that will be bidding for the Assets or otherwise participating in connection with such bid, (b) the terms of any such participation, and if an entity has been formed for the purpose of acquiring some, or all, of the Assets, the parties that will bear liability for any breach by such entity, and (c) the ability of such parties to obtain government, licensing or regulatory approval in connection with the consummation of any Sale.
- (viii) Contingencies: Not contain any conditions on (a) obtaining financing, (b) shareholder, board of directors, or other internal approval, or (c) the outcome or completion of a due diligence review by the Potential Bidder.
- (ix) Binding and Irrevocable: State that it is binding and irrevocable until (a) the closing of the Sale, if such Potential Bidder is deemed a Qualified Bidder, and such Qualified Bidder is designated as a Successful Bidder (as defined below), or (b) if such Potential Bidder is deemed a Qualified Bidder, and such Qualified Bidder is designated as a Backup Bidder (as defined below), until the earlier of (i) two (2) business days after the closing of the transaction(s) by which all of the Assets that were subject to such Backup Bid (as defined below) have been transferred to one or more Qualified Bidders pursuant to these Bidding Procedures and (ii) forty-five (45) days after the date of the Auction (the "Backup Bid Expiration Date").
- (x) Proof of Financial Ability to Perform: Contain evidence of financing, access to funds or such other financial and other information that will reasonably allow the Debtors, in consultation with the Consultation Parties, to make a determination as to such Qualified Bidder's financial and other capabilities to consummate the transactions contemplated by the Purchase Agreement, which evidence is satisfactory to the Debtors, including, without limitation, such financial and other information setting forth adequate assurance under section 365 of the Bankruptcy Code.

- (xi) Authorization to Consummate Sale: Provide evidence of authorization and approval from the Potential Bidder's board of directors (or comparable governing body), if any, with respect to the submission, execution, delivery and closing of the Purchase Agreement to the Debtors' satisfaction in consultation with the Consultation Parties.
- (xii) No Break-Up Fee or Expense Reimbursement: Except with respect to the Stalking Horse Purchase Agreements, no Written Offer shall request or entitle the Potential Bidder to any transaction or break-up fee, expense reimbursement, or similar type of payment. For the avoidance of doubt, no Potential Bidder will be permitted to request, nor be granted by the Debtors, at any time, whether as part of the Auction or otherwise, a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation, and by submitting its Written Offer is agreeing to refrain from and waive any assertion or request for reimbursement on any basis, including, but not limited to, under section 503(b) of the Bankruptcy Code.
- (xiii) Good Faith Deposit: Provide a good faith deposit (the "Good Faith Deposit") submitted via federal wire transfer in immediately available funds in accordance with the wire instructions to be provided by the Debtors, or such other form as is acceptable to the Debtors, in an amount equal to ten percent (10%) of the cash Purchase Price set forth in the Written Offer or such amount as may be determined by the Debtors in their sole discretion. To the extent a Qualified Bid is modified before, during, or after the Auction in any manner that increases the cash Purchase Price contemplated by such Qualified Bid, the Debtors reserve the right to require that such Qualified Bidder increase its Good Faith Deposit so that it equals ten percent (10%) of the new proposed Purchase Price.
- (xiv) Closing Date: Provide for a closing date on or before June 16, 2025 (the "Closing Date").
- (xv) Provision of Additional Information: Include a written acknowledgement by such Potential Bidder that it agrees to provide such other information as may be reasonably requested in writing by the Debtor prior to the Auction.
- (xvi) Compliance with Bankruptcy Code and Non-Bankruptcy Law. Each Written Offer must comply in all respects with the Bankruptcy Code and any applicable non-bankruptcy law.
- (xvii) Adherence to Bidding Procedures. By submitting a Written Offer, each Potential Bidder is agreeing to abide by and honor the terms of the Bidding Procedures and the Bidding Procedures Order and agrees not to submit a bid or seek to reopen the Auction after conclusion of the Auction.
- (xviii) Consent to Jurisdiction. Each Potential Bidder must submit to the jurisdiction of the Court and waive any right to a jury trial in connection

with any disputes relating to Debtors' qualification of bids, the Auction, the construction and enforcement of the Bidding Procedures, the Sale documents, and the closing of the Sale, as applicable.

Promptly upon receipt of a Written Offer, the Debtors and/or Debtors' professionals shall provide such Written Offer to the Consultation Parties, provided, further, that any Written Offer delivered to the Committee shall be provided only to the Committee's professionals on a professional eyes' only basis.

Between the Bid Deadline and the Auction, the Debtors, in consultation with the Consultation Parties, may (i) negotiate or seek clarification of any Written Offer from a Qualified Bidder, (ii) request information from the Qualified Bidder, (iii) engage in discussions with the Qualified Bidder, or (iv) take such other actions contemplated under the Bidding Procedures. Without the consent of the Debtors, in consultation with the Consultation Parties, a Qualified Bidder may not amend, modify, or withdraw its Written Offer. The form of Purchase Agreement will be evaluated by the Debtors, in consultation with the Consultation Parties, and must be acceptable to the Debtors, in their business judgment and discretion.

Any Good Faith Deposit accompanying a Written Offer that the Debtors determine not to be a Qualified Bid after consultation with the Consultation Parties, shall be returned promptly following such determination.

Notwithstanding anything to the contrary herein, any Written Offer submitted by the Prepetition Lenders (or their respective designee) shall automatically be deemed a Qualified Bid (including, for the avoidance of doubt, the Deposit, which shall not be applicable to any credit bid by the Prepetition Lenders (including on account of their claims under the DIP Facility)).

5. Bid Deadline

All Written Offers must be received by each of the following parties prior to the Bid Deadline: (i) the Debtors, c/o Andrew D.J. Hede, Chief Restructuring Officer (ahede@accordion.com); (ii) [proposed] counsel to the Debtors, Greenberg Traurig, LLP, Attn: David B. Kurzweil (KurzweilD@gtlaw.com), Matthew A. Petrie (PetrieM@gtlaw.com), and Leo Muchnik (MuchnikL@gtlaw.com); and (iii) proposed investment banker to the Debtors, Jefferies, LLC, Attn: John (Saulitis) Perry (jsaulitis@jefferies.com), Whitney Horne (whorne@jefferies.com), Jeffrey Finger (jfinger@jefferies.com), and Project_Sunshine.DD@jefferies.com.

6. Determination of Qualified Bidders; Baseline Bid

The Debtors, in consultation with the Consultation Parties, shall, by no later than 12:00 p.m. (prevailing Eastern Time) one (1) day prior to the Auction, (i) determine, in their business judgment and discretion, whether a Potential Bidder is a Qualified Bidder, (ii) notify each such Potential Bidder that its Written Offer is a Qualified Bid and that such Potential Bidder is a Qualified Bidder, and (iii) notify each Qualified Bidder of the highest or otherwise best Qualified Bid(s), as determined in the Debtors' reasonable business judgment (the "Baseline Bid(s)"), in

timely consultation with the Consultation Parties, and provide copies of the applicable Qualified Bid documents supporting the Baseline Bid(s) to each Qualified Bidder (including the Stalking Horse Bidders). The Debtors may also waive or modify any of the above requirements in the exercise of their reasonable business judgment after consultation with the Consultation Parties.

7. Right to Credit Bid

Any Qualified Bidder that has a valid and perfected lien on any assets of the Debtors' estates (a "Secured Creditor"), and the right under applicable non-bankruptcy law to credit bid claims secured by such lien shall have the right to credit bid all or a portion of the value of such Secured Creditor's claims within the meaning of, and subject to, section 363(k) of the Bankruptcy Code; provided that a Secured Creditor shall have the right to credit bid its claim only with respect to the collateral by which such Secured Creditor is secured; provided, further, that a credit bid shall not constitute a Qualified Bid if the bid does not include a cash component sufficient to pay in full all claims for which there are valid, perfected, and unavoidable liens on any assets included in such bid that are senior in priority to those of the Secured Creditor seeking to credit bid.

For the avoidance of doubt, if a Secured Creditor – including the Prepetition Lenders (including on account of their claims under the DIP Facility) – submit a Written Offer, such bid must include Cash in an amount sufficient to pay the break-up fee and expense reimbursement to the applicable Stalking Horse Bidder(s), which Cash shall be used to pay such break-up fee and expense reimbursement to the applicable Stalking Horse Bidder(s) subject to the terms provided in the applicable Stalking Horse Purchase Agreement, and to the extent not otherwise due and payable under the applicable Stalking Horse Purchase Agreement, then to the estates.

8. Joint Bids

The Debtors, in consultation with the Consultation Parties, will be authorized to approve joint bids in their reasonable discretion on a case-by-case basis.

9. No Break-Up Fee or Bid Protections

Other than in connection with the Stalking Horse Purchase Agreements, no Purchase Agreement may include any breakup fee or expense reimbursement or other similar bid protections.

10. "As Is, Where Is"

The Sale of the Assets shall be on an "as is, where is" basis and without representations or warranties of any kind, nature or description by the Debtors or their estates except to the extent set forth in the Final Purchase Agreement (as defined below) as approved by the Court. Except as otherwise provided in the Final Purchase Agreement, all of the Debtors' right, title, and interest in and to the Assets subject thereto shall be sold free and clear of all liens, claims, interests, and encumbrances (collectively, the "Interests") in accordance with sections 363 and 365 of the Bankruptcy Code, with such Interests to attach to the net proceeds of the Sale of the Assets.

Each Qualified Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all desired due diligence regarding the Assets prior to making its

Qualified Bid, that it has relied solely upon its own independent review, investigation and inspection of any documents and/or the Assets in making its Qualified Bid, and that it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Bidding Procedures or, as to the Successful Bidder(s) and the Backup Bidder(s), the terms of the Sale(s) as set forth in the final form of the applicable Purchase Agreement(s) (which could be the Stalking Horse Purchase Agreement if the Successful Bidder or Backup Bidder is a Stalking Horse Bidder) (the “Final Purchase Agreement”), which shall be on terms mutually acceptable to the Successful Bidder and Backup Bidder, on the one hand, and the Debtors, on the other hand.

11. Consultation Parties

The terms “Consultation Parties” and individually, a “Consultation Party,” as used in these Bidding Procedures shall mean the Prepetition Lenders and the Committee; provided, however, that if any Prepetition Lender submits a Written Offer, then such party shall no longer be a Consultation Party.

12. Auction

If the Debtors determine that there are two or more Qualified Bids for the same Assets (in whole or in part), the Debtors shall conduct an Auction to determine the highest or otherwise best Qualified Bid for such Assets. This determination shall be made after consultation with the Consultation Parties and shall take into account any factors the Debtors, in their business judgment and discretion reasonably deems relevant and may include, among other things, the following: (i) the amount and nature of the total consideration; (ii) the number, type, and nature of any changes to the applicable Stalking Horse Purchase Agreement, if any, requested by the Qualified Bidder, including the type and amount of Assets sought to be acquired and assumed liabilities sought to be assumed in the Qualified Bid; (iii) the other terms requested by each Qualified Bidder in its respective Purchase Agreement; (iv) the extent to which such terms are likely to delay closing of the Sale of the Assets and the cost to the Debtors of such modifications or delay; (v) the net economic effect of any changes to the value to be received by the Debtors’ estates from the transaction contemplated by the Qualified Bid; (vi) the tax consequences of such Qualified Bid; (vii) the total consideration to be received by the Debtors’ estates; (viii) whether the Qualified Bidder has secured any consents that may be necessary from certain third parties; and (ix) the likelihood of the Qualified Bidder’s ability to close the Sale and the timing thereof.

The Auction shall commence at 10:00 a.m. (prevailing Eastern Time) on May 9, 2025 at the offices of Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, or such other place as determined by the Debtors, in consultation with the Consultation Parties, and continue thereafter until completed. The Debtors, in consultation with the Consultation Parties, reserve the right to cancel or postpone the Auction. The Debtors, in consultation with the Consultation Parties, reserve the right to not proceed with any Sale or to proceed with a Sale of any certain of the Assets.

Except as otherwise permitted in the Debtors' discretion, only the Debtors, the Prepetition Lenders, a Qualified Bidder, including the Stalking Horse Bidders, the Committee, and any creditor that submits a written request to attend to the Debtors at least one (1) business day in advance of the Auction, and, in each case, their respective professionals shall be entitled to attend the Auction (the "Authorized Persons"); provided, further, that the Consultation Parties may attend the Auction via Zoom or other similar teleconference services. Each Qualified Bidder shall be required to have at least one representative present physically at the Auction.

The Auction shall be governed by the following procedures:

- (i) Qualified Bidders shall appear in person at the Auction, or through a duly authorized representative.
- (ii) The Debtors, after consultation with the Consultation Parties, may waive and/or employ and announce at the Auction additional rules that are reasonable under the circumstances for conducting the Auction provided that such rules (a) are not inconsistent with the Bidding Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, or any order of the Bankruptcy Court entered in connection with these Chapter 11 Cases, (b) are disclosed to each Qualified Bidder, (c) are designed, in the Debtors' business judgment, to result in the highest or otherwise best offer for the Assets; and (d) do not impair, in any material respect, the Stalking Horse Bidders' right to payment of the Break-Up Fee or the Expense Reimbursement, without the express consent of the Stalking Horse Bidder in its sole discretion.
- (iii) The Debtors will arrange for the actual bidding at the Auction to be transcribed. Each Qualified Bidder shall designate a single individual to be its spokesperson during the Auction.
- (iv) Each Qualified Bidder participating in the Auction must confirm on the record, at the commencement of the Auction and again at the conclusion of the Auction that it has not engaged in any collusive conduct and acted in good faith regarding the Bidding Procedures, the Auction, or any proposed transaction relating to the Assets.
- (v) Prior to the Auction, the Debtors, after consultation with the Consultation Parties, shall identify the Baseline Bid(s). During the Auction, bidding will begin initially with the Baseline Bid(s) and continue in minimum increments in an amount determined by the Debtors, in consultation with the Consultation Parties (each such bid, an "Overbid"); provided, that the Debtors, in their discretion and in consultation with the Consultation Parties, may have different minimum increments for each business unit or a collection of business units. When bidding at the Auction, each Stalking Horse Bidder shall receive a "credit" counted towards its Overbid in an amount equal to the sum of such Stalking Horse Bidder's Break-Up Fee and Expense Reimbursement. Additional consideration in excess of the amount

set forth in the Overbid may include cash and/or non-cash consideration; provided that the value for such non-cash consideration shall be determined by the Debtors in their reasonable business judgment, in timely consultation with the Consultation Parties. An applicable Overbid may contain alterations, modifications, additions, or deletions of any terms of the Qualified Bid no less favorable to the Debtors' estates than any prior Qualified Bid or Overbid, as determined in the Debtors' reasonable business judgment, in timely consultation with the Consultation Parties, but shall otherwise comply with the terms of the Bidding Procedures. All Overbids shall be made and received on a binding and open basis, and all material terms of each Overbid shall be fully disclosed in advance of any successive round of bidding to all other Qualified Bidders who submitted Bids.

- (vi) In the Debtors' discretion, after consultation with the Consultation Parties, all Qualified Bidders shall have the ability to bid on substantially all of the Assets or only certain Assets of the Debtors.
- (vii) Other than the assumption of liabilities of the Debtors or permitted non-cash consideration as may be acceptable to the Debtors in their business judgment and discretion, in consultation with the Consultation Parties, all bids must be in cash.
- (viii) In the Debtors' discretion, all Qualified Bidders shall have the right to submit additional bids and make additional modifications to the Purchase Agreement, as applicable, at the Auction in accordance with the terms and provisions of the Bidding Procedures; provided, however, that any such modifications to the Purchase Agreement, on an aggregate basis and viewed in whole, shall not be less favorable to the Debtors as determined by the Debtors, in their business judgment and discretion, after consultation with the Consultation Parties.
- (ix) Upon conclusion of the bidding, the Auction shall be closed, and the Debtors, after consultation with the Consultation Parties, shall, as soon as practicable, (a) identify and determine in their business judgment the highest or otherwise best Qualified Bid (or Qualified Bids) for the Assets (each, a "Successful Bid" and the entity or entities submitting such Successful Bid(s), the "Successful Bidder"), (b) advise the Qualified Bidders of such determination, (c) require the Successful Bidder(s) to deliver an executed Final Purchase Agreement, which reflects its bid and any other modifications submitted and agreed to during the Auction, prior to commencement of the Sale Hearing, and (d) immediately file with the Court a designation of Successful Bidder.
- (x) In addition, the Debtors will determine, after consultation with the Consultation Parties, which Qualified Bid, if any, is the next highest or otherwise second-best Qualified Bid to the Successful Bid(s) and will designate such Qualified Bid(s) as a "Backup Bid" in the event the

Successful Bidder(s) fails to consummate the contemplated Sale. A Qualified Bidder who submitted a Qualified Bid and is designated a Backup Bid is a “Backup Bidder”. Each Backup Bid shall remain open and binding until the Backup Bid Expiration Date.

- (xi) If a Successful Bidder(s) fails to consummate the approved transactions contemplated by its Successful Bid, the Debtors shall select the applicable Backup Bidder as the Successful Bidder(s), and such Backup Bidder shall be deemed a Successful Bidder(s) for all purposes. The Debtors shall consummate all transactions contemplated by the Backup Bid without further order of the Court or notice to any party. In such case, the defaulting Successful Bidder(s)’s Good Faith Deposit shall be forfeited to the Debtors.
- (xii) The Debtors may, in consultation with the Consultation Parties, request additional information from a Qualified Bidder at any time prior to the Sale closing in order to evaluate such Qualified Bidder’s ability to bid at the Auction over and above its initial offer in its Qualified Bid, consummate the Sale, and fulfill its obligations in connection therewith. Additional information requests made by the Debtors during the Auction in connection with a Qualified Bidder’s ability to continue to bid at the Auction over and above its initial offer in its Qualified Bid shall, in timely consultation with the Consultation Parties, be satisfied prior to such Qualified Bidder submitting any further bids at the Auction. The failure to comply with such requests shall disqualify such Qualified Bidder from participating in the Auction.

Without prejudice to the rights of the Stalking Horse Bidders and the Prepetition Lenders, the Debtors reserve their rights to modify the Bidding Procedures in their reasonable business judgment, after timely consultation with the Consultation Parties, in any manner that will best promote the goals of the bidding process, or impose, at or prior to the Auction, additional customary terms and conditions on the sale of the Assets, including, without limitation: (a) extending the deadlines set forth in these Bidding Procedures; (b) adjourning the Auction at the Auction and/or adjourning the Sale Hearing in open court without further notice; (c) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (d) canceling the Auction; and (e) rejecting any or all Bids.

13. Sole Qualified Bidder

- (i) Assets Not Subject to Stalking Horse Purchase Agreements. If, by the Bid Deadline, the Debtors have selected only one Qualified Bidder for any or all of the Assets that are not subject to the Stalking Horse Purchase Agreements, then the Debtors may cancel the Auction for such Assets, and instead, shall determine whether to request at the Sale Hearing that the Court approve the Qualified Bid from the sole Qualified Bidder. Notwithstanding anything herein to the contrary, nothing herein shall obligate the Debtors,

in consultation with the Consultation Parties, to consummate or pursue the Sale of the Assets.

- (ii) Assets Subject to Stalking Horse Purchase Agreements. If, by the Bid Deadline, the Debtors have selected only the applicable Stalking Horse Bidder for the Assets subject to such bidder's respective Stalking Horse Purchase Agreement, then the Debtors shall not hold an Auction for such Assets, and instead, shall seek approval of the Sale for such Assets to the applicable Stalking Horse Bidder.

14. Sale Hearing

Subject to the Court's availability, the Sale Hearing will be held before the Honorable Paul M. Baisier on May 19, 2025 at such time designated by the Court at the United States Bankruptcy Court for the Northern District of Georgia, [Richard B. Russell Federal Building and United States Courthouse 75 Ted Turner Drive, SW Atlanta, Georgia 30303 / Lewis R. Morgan Federal Building and United States Courthouse, 18 Greenville Street, Newnan, Georgia 30263].

15. Consummation of the Purchase

- (a) Closing Date; Good Faith Deposit

The Successful Bidder(s) shall consummate the Sale contemplated by the applicable Successful Bid (the "Purchase") on or before the Closing Date. If the Successful Bidder(s) successfully consummates the Purchase by the Closing Date, such Successful Bidder's Good Faith Deposit shall be applied to the purchase price of the Purchase.

If a Successful Bidder either: (i) fails to consummate the Purchase on or before the Closing Date, breaches the Final Purchase Agreement, or (ii) otherwise fails to perform, the Debtors shall, without further order of the Court, deem such Successful Bidder to be a "Defaulting Buyer."

The Debtors shall be entitled to (i) retain the Good Faith Deposit as part of their damages resulting from the breach or failure to perform by any Defaulting Buyer, and (ii) seek all available damages from such Defaulting Buyer occurring as a result of such Defaulting Buyer's failure to perform as may be provided for pursuant to the Final Purchase Agreement and the Sale Order.

- (b) Backup Purchase

Upon a determination by the Debtors that a Successful Bidder is a Defaulting Buyer, the Debtors shall consummate a Sale with the Backup Bidder on the terms and conditions of the Backup Bid (the "Backup Purchase") without further order of the Court.

If the Backup Bidder consummates the Backup Purchase, the Good Faith Deposit of such Backup Bidder will be applied to the purchase price of the Backup Purchase.

In the event that the Debtors seek to consummate the Backup Purchase with the Backup Bidder and such Backup Bidder fails to consummate the Backup Purchase, breaches the Final Purchase Agreement or otherwise fails to perform, the Debtors may, in their discretion, and

without further order of the Court, deem such Backup Bidder to be a Defaulting Buyer and shall be entitled to (i) retain the Good Faith Deposit as part of their damages resulting from the breach or failure to perform by the Defaulting Buyer, and (ii) seek all available damages from such Defaulting Buyer occurring as a result of such Defaulting Buyer's failure to perform as may be provided for pursuant to the Purchase Agreement, as applicable, and the Sale Order.

16. Return of Good Faith Deposits

Good Faith Deposits of all Qualified Bidders shall be held in a non-interest-bearing escrow account. Except for those of the Successful Bidder and Backup Bidder(s), the Debtor shall promptly return the Good Faith Deposits of (i) all Qualified Bidders after the Auction; and (ii) the Backup Bidder after the Backup Bid Expiration Date, in each case, as provided for in the underlying Stalking Horse Purchase Agreement, Purchase Agreement, or Final Purchase Agreement (as applicable).

17. Reservation of Rights

The Debtors shall retain all rights to any of their Assets that are not subject to the Sale that is approved by the Court at the Sale Hearing.

18. Fiduciary Out

Notwithstanding anything to the contrary in these Bidding Procedures, nothing in these Bidding Procedures or the Bidding Procedures Order shall require any Debtor or the board of directors, board of managers, or similar governing body of any Debtor, after consulting with counsel, to take any action or to refrain from taking any action related to any sale transaction to the extent taking or failing to take such action would be inconsistent with applicable law or its fiduciary obligations under applicable law.

Further, notwithstanding anything to the contrary in these Bidding Procedures, through the date of the Auction (if held), nothing in these Bidding Procedures or the Bidding Procedures Order shall diminish the right of any of the Debtors and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives to: (a) consider, respond to, and facilitate alternate proposals for sales or other restructuring transactions involving any or all of the Debtors' Assets (each an "Alternate Proposal"); (b) provide access to non-public information concerning the Debtors to any entity or enter into confidentiality agreements or nondisclosure agreements with any entity; (c) maintain or continue discussions or negotiations with respect to Alternate Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternate Proposals; and (e) enter into or continue discussions or negotiations with holders of claims against or equity interests in any Debtor or any other party in interest in these Chapter 11 Cases (including the United States Trustee), or any other entity regarding Alternate Proposals.

19. Modifications

The Bidding Procedures may be modified by the Debtors, after consultation with the Consultation Parties, in any manner that is not inconsistent with or otherwise in contravention of the other terms of these Bidding Procedures, including, without limitation, (a) waiving the terms and conditions

set forth herein with respect to any or all Potential Bidders, (b) imposing additional terms and conditions with respect to any or all Potential Bidders, (c) extending the deadlines set forth herein or the date for the Auction and/or Sale Hearing (which may occur in open court); or (d) amending the Bidding Procedures as they may determine to be in the best interests of their estates; provided that all such modifications are disclosed to all Potential Bidders (if applicable) or Qualified Bidders (if applicable) prior to or during the Auction.

Exhibit 2

1. **Exhibit 2-A:** Doug's/Dream Team/Hansen Stalking Horse Purchase Agreement, filed at Docket No. 34-3
2. **Exhibit 2-B:** ECM Stalking Horse Purchase Agreement, filed at Docket No. 34-4
3. **Exhibit 2-C:** Dallas Plumbing Stalking Horse Purchase Agreement, filed at Docket No. 34-5
4. **Exhibit 2-D:** CM/Air Force Stalking Horse Purchase Agreement, filed at Docket No. 34-6
5. **Exhibit 2-E:** One Source Stalking Horse Purchase Agreement, filed at Docket No. 34-7
6. **Exhibit 2-F:** Air Pros Legacy Stalking Horse Purchase Agreement, filed at Docket No. 34-8

Exhibit 3

Form Auction and Sale Notice

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,¹
Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

**NOTICE OF PROPOSED SALE, BIDDING PROCEDURES,
AUCTION, AND SALE HEARING**

PLEASE TAKE NOTICE THAT:

1. On March 16, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia (the “Court”).

2. On March 18, 2025, the Debtors filed the *Motion of the Debtors for Entry of Orders (I)(A) Establishing Bidding Procedures Relating to the Sale of the Debtors’ Assets, (B) Approving the Debtors’ Entry into the Stalking Horse Purchase Agreements and Related Bid Protections, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Approving Form and Manner of Notices Relating Thereto, (E) Scheduling a Hearing to Consider the Proposed Sale, and (F) Granting Related Relief* (the “Bid Procedures Motion”); and *(II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [D.I. 34, as amended, D.I. 55] (the “Sale Motion”, and together with the Bid Procedures Motion, the “Motion”)² with the Court.

3. At a hearing on April 14, 2025, the Court approved the Bid Procedures Motion [D.I. [●]] (the “Bidding Procedures Order”).

¹ The last four digits of AFH Air Pros, LLC’s tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/airpros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

4. The Debtors are seeking competitive bids in connection with a sale (the “Sale”) of any portion, or all, of the assets of the Debtors (the “Assets”).

5. As set forth in the Motion and the Bidding Procedures (which are annexed to the Bidding Procedures Order), the Debtors have entered into six (6) Stalking Horse Purchase Agreements for the sale of certain or all of the Assets, each of which is subject to higher or otherwise better offers.

6. Approval of the Sale of the Assets to the Stalking Horse Bidders or other Successful Bidder may result in, among other things, the assumption, assignment, and/or transfer by the Debtors of certain executory contracts and unexpired leases. If you are counterparty to an executory contract or unexpired lease with the Debtors, you will receive a separate notice regarding the Assumption and Assignment Procedures that contains additional relevant dates and other information that may impact you as counterparty to such executory contract or unexpired lease.

CONTACT PERSONS FOR PARTIES INTERESTED IN SUBMITTING A BID

7. The Bidding Procedures set forth the requirements for submitting a Qualified Bid, and any person interested in making an offer to purchase the Assets **must** comply strictly with the Bidding Procedures. **Only Qualified Bids will be considered by the Debtors.** Any interested persons should contact:

[Proposed] Investment Banker to Debtors (via electronic mail)	[Proposed] Counsel to Debtors (via electronic mail)
Jefferies, LLC 520 Madison Ave New York, NY 10022 Attn: Bryan Hliboki (bhliboki@jefferies.com), copying Project_Sunshine.DD@jefferies.com	Greenberg Traurig, LLP Terminus 200 3333 Piedmont Road, NE, Suite 2500 Atlanta, Georgia 30305 Telephone: (678) 553-2100 Attn: David B. Kurzweil (KurzweilD@gtlaw.com) Matthew A. Petrie (PetrieM@gtlaw.com) and Greenberg Traurig, LLP One Vanderbilt Avenue New York, New York 10017 Telephone: (212) 801-6826 Attn: Leo Muchnik (MuchnikL@gtlaw.com)

OBTAINING ADDITIONAL INFORMATION

8. Copies of the Motion, the Bidding Procedures Order, the Bidding Procedures, and other case documents can be obtained free of charge (i) on the case website maintained by the Debtors’ claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at

<https://www.veritaglobal.net/airpros>, or (ii) upon written request to counsel to the Debtors undersigned below.

IMPORTANT DATES AND DEADLINES

9. The dates and deadlines set forth below have been approved by the Bidding Procedures Order:

- a) The deadline for Qualified Bidders to submit a binding Qualified Bid is May 5, 2025 at 4:00 p.m. (prevailing Eastern Time) (the “Bid Deadline”).
- b) The deadline to object to the Sale and entry of an order (or orders) by the Court approving the Sale (a “Sale Objection”), including objections to Cure Costs and to the adequate assurance of future performance by any Stalking Horse Bidder, is May 5, 2025 at 4:00 p.m. (prevailing Eastern Time) (the “Sale Objection Deadline”).
- c) In the event that the Debtors receive two or more Qualified Bids by the Bid Deadline for the same Assets (in whole or in part), the Debtors intend to conduct an Auction to determine the highest or otherwise best bid with respect to the Assets. The Auction shall commence at 10:00 a.m. (prevailing Eastern Time) on May 9, 2025, at the offices of Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, or such other place as determined by the Debtors, and continue thereafter until completed. Any creditor that submits a written request to attend the Auction to counsel for the Debtors no later than one (1) business day prior to the Auction shall be entitled to attend the Auction; a request must include the creditor’s email address.
- d) In the event an Auction is conducted for the Assets, following the conclusion of the Auction and not later than May 10, 2025, subject to the filing of a notice by the Debtors indicating that the Auction has not concluded by such time, the Debtors will file a notice with the Court that provides the identities of the Successful Bidder and the Backup Bidder, as well as the Successful Bid and the Backup Bid. In addition to serving such notice on the United States Trustee, the Debtors will serve such notice by fax, electronic mail, or overnight delivery (with overnight delivery to be used solely in the event neither fax nor electronic mail information is available) on (i) the non-Debtor parties to the Assumed Contracts that have been identified in such Successful Bid and Backup Bid and (ii) those creditors who provide a written request for such notice along with their fax numbers, email addresses, or mailing addresses to counsel for the Debtors.
- e) The deadline by which all objections to (i) the manner of and conduct at the Auction (if applicable), and/or (ii) the identity/adequate assurance information of the Successful Bidder (other than the Stalking Horse Bidders) (an “Auction Objection”) is May 13, 2025 at 4:00 p.m. (prevailing Eastern Time) (the “Post-Auction Objection Deadline”).

- f) The Sale Hearing shall be conducted by the Court on May 19, 2025 at [●] (prevailing Eastern Time), or on such other date as the Court may direct. in the Bidding Procedures.

OBJECTIONS

10. All Sale Objections and Auction Objections must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court, and (d) be filed with the Court and served so as to be **actually received** no later than the Sale Objection Deadline and Post-Auction Objection Deadline (as applicable) by:

a. [proposed] counsel for the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com), and Greenberg Traurig, LLP, One Vanderbilt Avenue, New York, New York 10017, Attn: Leo Muchnik (MuchnikL@gtlaw.com);

b. the Office of the U.S. Trustee, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia 30303, Attn: Jonathan S. Adams, Esq. (Jonathan.S.Adams@usdoj.gov);

c. counsel for the Debtors' prepetition and postpetition agent and lenders, Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com), and Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com);

d. proposed counsel to the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases, Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, New York, New York 10017, Attn: Bradford J. Sandler, Esq. (Bsandler@pszjlaw.com), Paul J. Labov, Esq. (Plabov@pszjlaw.com), and Cia Mackle, Esq. (Cmackle@pszjlaw.com);

e. counsel to the Doug's/Dream Team/Hansen Stalking Horse Bidder, Buchanan Ingersoll & Rooney PC, 401 E Jackson St., Suite 2400, Tampa, Florida 33602, Attn: David T. Cellitti (David.Cellitti@bipc.com);

f. counsel to the ECM Stalking Horse Bidder, King & Spalding LLP, 1180 Peachtree Street NE, Suite 1600, Atlanta, Georgia 30309, Attn: Jeffrey R. Duston (jdutson@kslaw.com), William Jordan (wjordan@kslaw.com), Christopher K. Coleman (christopher.coleman@kslaw.com) and Kristen Landers (klanders@kslaw.com);

g. counsel to the Dallas Plumbing Stalking Horse Bidder, (i) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Jeffrey Pawlitz (jpawlitz@willkie.com) and Betsy L. Feldman (bfeldman@willkie.com) and (ii) Eversheds Sutherland (US) LLP, 999 Peachtree St., N.E., Suite 2300, Atlanta, Georgia 30309, Attn: David Wender (davidwender@eversheds-sutherland.com);

h. counsel to the CM/Air Force Stalking Horse Bidder, Akerman LLP, 98 Southeast Seventh Street, Suite 1100, Miami, Florida 33131, Attn: Martin G. Burkett (martin.burkett@akerman.com), John H. Thompson (john.thompson@akerman.com), Michael B. Fernandez (mike.fernandez@akerman.com), and Carlos M. de la Cruz III (carlos.delacruz@akerman.com);

i. counsel to the One Source Stalking Horse Bidder, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204-2023, Attn: Elijah J. Hammans (ehammans@taftlaw.com) and W. Timothy Miller (miller@taftlaw.com);

j. counsel to the Air Pros Legacy Stalking Horse Bidder, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131, Attn: Jordi Gusó (jguso@bergersingerman.com) and Michel Debolt (mdebolt@bergersingerman.com); and

k. all parties that have requested notice in these Chapter 11 Cases.

CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION

ANY PARTY OR ENTITY WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION ON OR BEFORE THE APPLICABLE OBJECTION DEADLINE IN ACCORDANCE WITH THE ENTERED BIDDING PROCEDURES ORDER MAY BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE TRANSFERRED ASSETS OF THE DEBTOR ESTATES FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS EFFECTED THEREUNDER.

NO SUCCESSOR LIABILITY

THE SALE WILL BE FREE AND CLEAR OF, AMONG OTHER THINGS, ANY CLAIM ARISING FROM ANY CONDUCT OF THE DEBTORS PRIOR TO THE CLOSING OF THE SALE, WHETHER KNOWN OR UNKNOWN, WHETHER DUE OR TO BECOME DUE, WHETHER ACCRUED, ABSOLUTE, CONTINGENT OR OTHERWISE, SO LONG AS SUCH CLAIM ARISES OUT OF OR RELATES TO EVENTS OCCURRING PRIOR TO THE CLOSING OF THE SALE. ACCORDINGLY, AS A RESULT OF THE SALE, THE SUCCESSFUL BIDDER WILL NOT BE A SUCCESSOR TO ANY OF THE DEBTORS BY REASON OF ANY THEORY OF LAW OR EQUITY, AND THE SUCCESSFUL BIDDER WILL HAVE NO LIABILITY, EXCEPT AS EXPRESSLY PROVIDED IN THE SUCCESSFUL BIDDER'S ASSET PURCHASE AGREEMENT, FOR ANY LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS AGAINST OR IN ANY OF THE DEBTORS UNDER ANY THEORY OF LAW, INCLUDING SUCCESSOR LIABILITY THEORIES.

Dated: _____, 2025

GREENBERG TRAURIG, LLP

DRAFT

David B. Kurzweil (Ga. Bar. No. 434092)
Matthew A. Petrie (Ga. Bar. No. 227556)
Terminus 200
3333 Piedmont Road, NE, Suite 2500
Atlanta, Georgia 30305
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Email: kurzweild@gtlaw.com
petriem@gtlaw.com

*[Proposed] Counsel for the Debtors and
Debtors in Possession*

Exhibit 4

Form Notice of Potential Assumption and Assignment

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,¹
Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

Ref. Docket No. ____

**NOTICE OF PROPOSED ASSUMPTION AND
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS**

PLEASE TAKE NOTICE THAT:

1. On March 16, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia (the “Court”).

2. On March 18, 2025, the Debtors filed the *Motion of the Debtors for Entry of Orders (I)(A) Establishing Bidding Procedures Relating to the Sale of the Debtors’ Assets, (B) Approving the Debtors’ Entry into the Stalking Horse Purchase Agreements and Related Bid Protections, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Approving Form and Manner of Notices Relating Thereto, (E) Scheduling a Hearing to Consider the Proposed Sale, and (F) Granting Related Relief* (the “Bid Procedures Motion”); and (II)(A) *Approving the Sale of the Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [D.I. 34, as amended, D.I. 55] (the “Sale Motion”, and together with the Bid Procedures Motion, the “Motion”)² with the Court.

3. On April [●], 2025, the Court entered an order approving the Bid Procedures Motion [D.I. [●]] (the “Bidding Procedures Order”), granting certain of the relief sought in the Bid Procedures Motion, including, among other things, approving: (a) the Bidding

¹ The last four digits of AFH Air Pros, LLC’s tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/airpros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Procedures, which establish the key dates and times related to the Sale and the Auction, and (b) the Assumption and Assignment Procedures.

4. The hearing to consider the Sale (the “Sale Hearing”) shall be conducted by the Court on May 19, 2025 at [●] (prevailing Eastern Time), or on such other date as the Court may direct. in the Bidding Procedures.

5. Upon the closing of the Sale, the Debtors may assume and assign to the Stalking Horse Bidder(s) or any other Successful Bidder(s) the Assumed Contracts.

6. A schedule listing the Assumed Contracts is attached hereto as **Schedule A** (the “Assumed Contracts List”). The cure costs, if any, necessary for the assumption and assignment of the Assumed Contracts (the “Cure Costs”) are also set forth on the Assumed Contracts List. The Cure Costs listed reflect the amount required to cure any defaults or arrears existing under each of the Assumed Contracts, based on the Debtors’ books and records. The Cure Costs are not dispositive for any other purpose, including for voting or distribution purposes.

7. **YOU ARE RECEIVING THIS NOTICE BECAUSE THE DEBTORS HAVE IDENTIFIED YOU AS A COUNTERPARTY TO A POTENTIAL ASSUMED CONTRACT.** The mere listing of an Assumed Contract on the Assumed Contracts List does not require or guarantee that such Assumed Contract will be assumed or assumed and assigned by the Debtors at any time or constitute any admission or agreement of the Debtors that such Assumed Contract is an executory contract or unexpired lease, and all rights of the Debtors, each Stalking Horse Bidder, or other Successful Bidder are reserved. Only those Assumed Contracts that are included on a schedule of assumed and acquired contracts attached to the final asset purchase agreement with the Successful Bidder(s) (including amendments or modifications to such schedules in accordance with such asset purchase agreement) will be assumed and assigned to the Successful Bidder(s).

OBTAINING ADDITIONAL INFORMATION

8. Copies of the Motion, the Bidding Procedures Order, the Bidding Procedures, and other case documents can be obtained free of charge (i) on the case website maintained by the Debtors’ claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at <https://www.veritaglobal.net/airpros>, or (ii) upon written request to counsel to the Debtors undersigned below.

FILING OBJECTIONS

9. Pursuant to the Assumption and Assignment Procedures and the Bidding Procedures Order, any objections (each, an “Assumed Contract Objection”) to the proposed assumption and assignment of an Assumed Contract, the proposed Cure Costs (if any), and/or adequate assurance of future performance by the Stalking Horse Bidder must (a) state, with specificity, the legal and factual basis for the objection and, if applicable, what Cure Costs are required, (b) include appropriate documentation in support thereof, (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court, and (d) be filed with the Court and served so as to be **actually received** by no later than **May 5,**

2025 at 4:00 p.m. (prevailing Eastern Time) (the “Sale Objection Deadline”) on the following parties (collectively, the “Objection Notice Parties”):

- a) [proposed] counsel for the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com), and Greenberg Traurig, LLP, One Vanderbilt Avenue, New York, New York 10017, Attn: Leo Muchnik (MuchnikL@gtlaw.com);
- b) the Office of the U.S. Trustee, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia 30303, Attn: Jonathan S. Adams, Esq. (Jonathan.S.Adams@usdoj.gov);
- c) counsel for the Debtors’ prepetition and postpetition agent and lenders, Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com), and Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com);
- d) proposed counsel to the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases, Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, New York, New York 10017, Attn: Bradford J. Sandler, Esq. (Bsandler@pszlaw.com), Paul J. Labov, Esq. (Plabov@pszlaw.com), and Cia Mackle, Esq. (Cmackle@pszlaw.com);
- e) counsel to the Doug’s/Dream Team/Hansen Stalking Horse Bidder, Buchanan Ingersoll & Rooney PC, 401 E Jackson St., Suite 2400, Tampa, Florida 33602, Attn: David T. Cellitti (David.Cellitti@bipc.com);
- f) counsel to the ECM Stalking Horse Bidder, King & Spalding LLP, 1180 Peachtree Street NE, Suite 1600, Atlanta, Georgia 30309, Attn: Jeffrey R. Duston (jduston@kslaw.com), William Jordan (wjordan@kslaw.com), Christopher K. Coleman (christopher.coleman@kslaw.com) and Kristen Landers (klanders@kslaw.com);
- g) counsel to the Dallas Plumbing Stalking Horse Bidder, (i) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Jeffrey Pawlitz (jpawlitz@willkie.com) and Betsy L. Feldman (bfeldman@willkie.com) and (ii) Eversheds Sutherland (US) LLP, 999 Peachtree St., N.E., Suite 2300, Atlanta, Georgia 30309, Attn: David Wender (davidwender@eversheds-sutherland.com);
- h) counsel to the CM/Air Force Stalking Horse Bidder, Akerman LLP, 98 Southeast Seventh Street, Suite 1100, Miami, Florida 33131, Attn: Martin G. Burkett (martin.burkett@akerman.com), John H. Thompson (john.thompson@akerman.com), Michael B. Fernandez (mike.fernandez@akerman.com), and Carlos M. de la Cruz III (carlos.delacruz@akerman.com);

- i) counsel to the One Source Stalking Horse Bidder, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204-2023, Attn: Elijah J. Hammans (ehammans@taftlaw.com) and W. Timothy Miller (miller@taftlaw.com);
- j) counsel to the Air Pros Legacy Stalking Horse Bidder, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131, Attn: Jordi Guso (jguso@bergersingerman.com) and Michel Debolt (mdebolt@bergersingerman.com); and
- k) all parties that have requested notice in these Chapter 11 Cases.

10. Any objections (each, an “Adequate Assurance Objection”) to the proposed form of adequate assurance of future performance by the Successful Bidder, other than any Stalking Horse Bidder, must (a) state, with specificity, the legal and factual basis for the objection, (b) include any appropriate documentation in support thereof, (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court, and (d) be filed with the Court and served so as to be **actually received** by the Objection Notice Parties no later than **May 13, 2025 at 4:00 p.m. (prevailing Eastern Time)** (the “Post-Auction Objection Deadline”).

11. All Assumed Contract Objections and Adequate Assurance Objections will be considered at the Sale Hearing, or as soon thereafter as counsel may be heard.

CONSEQUENCES OF FAILING TO TIMELY FILE AND SERVE AN OBJECTION

ANY COUNTERPARTY TO AN ASSUMED CONTRACT WHO FAILS TO TIMELY FILE AND SERVE AN ASSUMED CONTRACT OBJECTION BEFORE THE SALE OBJECTION DEADLINE OR AN ADEQUATE ASSURANCE OBJECTION BEFORE THE POST-AUCTION OBJECTION DEADLINE (IF APPLICABLE) SHALL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING ANY OBJECTION TO THE ASSUMPTION AND ASSIGNMENT OF THE ASSUMED CONTRACT, THE CURE COSTS (IF ANY), AND THE ADEQUATE ASSURANCE OF FUTURE PERFORMANCE PROVIDED BY THE STALKING HORSE BIDDER OR OTHER SUCCESSFUL BIDDER.

Dated: _____, 2025

GREENBERG TRAURIG, LLP

DRAFT

David B. Kurzweil (Ga. Bar. No. 434092)
Matthew A. Petrie (Ga. Bar. No. 227556)
Terminus 200
3333 Piedmont Road, NE, Suite 2500
Atlanta, Georgia 30305
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petriem@gtlaw.com

*[Proposed] Counsel for the Debtors and
Debtors in Possession*

Schedule A

Executory Contracts and Unexpired Leases Subject to Assumption and Assignment

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION**

In re:
AFH AIR PROS, LLC, *et al.*,¹
Debtors.

Chapter 11
Case No. 25-10356 (PMB)
(Jointly Administered)
Ref. Docket No. ___

NOTICE OF ASSUMPTION AND ASSIGNMENT OF CUSTOMER MEMBERSHIPS AND WARRANTIES

PLEASE TAKE NOTICE THAT:

1. On March 16, 2025, the above-captioned debtors (the "**Debtors**") commenced cases under chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court for the Northern District of Georgia (the "**Court**").
2. On March 18, 2025, the Debtors filed a motion seeking entry of an order approving Bidding Procedures, which establish key dates and times related to the Sale and the Auction, and the Sale [D.I. 34, as amended, D.I. 55] (the "**Motion**").²
3. On April 14, 2025, the Court entered an order approving the Bidding Procedures and the procedures for assuming and assigning customer memberships and warranties [D.I. [·]].
4. The Court's hearing to consider approval of the Sale is scheduled to occur on May 19, 2025 at [·] (Eastern Time), or on such other date as the Court may direct (the "**Sale Hearing**").
5. Upon closing the Sale, the Debtors may assume and assign to the Successful Bidder(s) certain contracts maintained with customers, including memberships and warranties, which the Successful Bidder(s) shall assume and perform under.
6. **YOU ARE RECEIVING THIS NOTICE BECAUSE THE DEBTORS HAVE IDENTIFIED YOU AS AN EXISTING OR FORMER CUSTOMER.** The mere receipt of this Notice should not be construed as an admission that you maintain an agreement with or claim against the Debtors.

OBTAINING ADDITIONAL INFORMATION

7. All case documents can be obtained on the case website maintained by the Debtors' claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at <https://www.veritaglobal.net/airpros>.

FILING OBJECTIONS

8. Any objections to the Sale, the proposed assumption and assignment of a customer membership or warranty, and/or adequate assurance of future performance by any Stalking Horse Bidder, must (a) state the legal and factual basis for the objection, (b) include appropriate supporting documentation, (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court, and (d) be filed with the Court and served so as to be **actually received** by no later than **May 5, 2025 at 4:00 p.m. (Eastern Time)** on the following:
 - a) [proposed] counsel for the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com), and Greenberg Traurig, LLP, One Vanderbilt Avenue, New York, New York 10017, Attn: Leo Muchnik (MuchnikL@gtlaw.com);
 - b) the Office of the U.S. Trustee, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia 30303, Attn: Jonathan S. Adams, Esq. (Jonathan.S.Adams@usdoj.gov);

- c) counsel for the Debtors' prepetition and postpetition agent and lenders, Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com), and Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com);
 - d) proposed counsel to the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases: Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, New York, New York 10017, Attn: Bradford J. Sandler, Esq. (Bsandler@pszjlaw.com), Paul J. Labov, Esq. (Plabov@pszjlaw.com) and Cia Mackle, Esq. (Cmackle@pszjlaw.com);
 - e) counsel to the Doug's/Dream Team/Hansen Stalking Horse Bidder, Buchanan Ingersoll & Rooney PC, 401 E Jackson St., Suite 2400, Tampa, Florida 33602, Attn: David T. Cellitti (David.Cellitti@bipc.com);
 - f) counsel to the ECM Stalking Horse Bidder, King & Spalding LLP, 1180 Peachtree Street NE, Suite 1600, Atlanta, Georgia 30309, Attn: Jeffrey R. Duston (jduton@kslaw.com), William Jordan (wjordan@kslaw.com), Christopher K. Coleman (christopher.coleman@kslaw.com) and Kristen Landers (klanders@kslaw.com);
 - g) counsel to the Dallas Plumbing Stalking Horse Bidder, (i) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Jeffrey Pawlitz (jpawlitz@willkie.com) and Betsy L. Feldman (bfeldman@willkie.com) and (ii) Eversheds Sutherland (US) LLP, 999 Peachtree St., N.E., Suite 2300, Atlanta, Georgia 30309, Attn: David Wender (davidwender@eversheds-sutherland.com);
 - h) counsel to the CM/Air Force Stalking Horse Bidder, Akerman LLP, 98 Southeast Seventh Street, Suite 1100, Miami, Florida 33131, Attn: Martin G. Burkett (martin.burkett@akerman.com), John H. Thompson (john.thompson@akerman.com), Michael B. Fernandez (mike.fernandez@akerman.com), and Carlos M. de la Cruz III (carlos.delacruz@akerman.com);
 - i) counsel to the One Source Stalking Horse Bidder, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204 2023, Attn: Elijah J. Hammans (ehammans@taftlaw.com) and W. Timothy Miller (miller@taftlaw.com);
 - j) counsel to the Air Pros Legacy Stalking Horse Bidder, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131, Attn: Jordi Guso (jguso@bergersingerman.com) and Michel Debolt (mdebolt@bergersingerman.com); and
 - k) all parties that have requested notice in these Chapter 11 Cases (collectively, the "Objection Notice Parties").
9. Any objections to the proposed form of adequate assurance of future performance by a Successful Bidder other than any Stalking Horse Bidder must (a) state the legal and factual basis for the objection, (b) include appropriate supporting documentation, (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court, and (d) be filed with the Court and served so as to be **actually received** by the Objection Notice Parties no later than **May 13, 2025 at 4:00 p.m. (Eastern Time)**.
-
10. All objections will be considered at the Sale Hearing or as soon thereafter as counsel may be heard.
-

CONSEQUENCES OF FAILING TO TIMELY FILE AND SERVE AN OBJECTION

ANY CUSTOMER WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION BEFORE THE APPLICABLE DEADLINE SHALL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING ANY OBJECTION TO THE SALE, THE ASSUMPTION AND ASSIGNMENT OF THE ASSUMED CONTRACT, AND THE ADEQUATE ASSURANCE OF FUTURE PERFORMANCE PROVIDED BY THE SUCCESSFUL BIDDER.

-
1. The last four digits of AFH Air Pros, LLC's tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/airpros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.
 2. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Exhibit 6

Form Notice of Successful Bidder

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

NOTICE OF SUCCESSFUL BIDDER[S]

PLEASE TAKE NOTICE THAT pursuant to the *Order (A) Establishing Bidding Procedures Relating to the Sale of the Debtors' Assets, (B) Approving the Debtors' Entry into the Stalking Horse Purchase Agreements and Related Bid Protections, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Approving Form and Manner of Notices Relating Thereto, (E) Scheduling a Hearing to Consider the Proposed Sale, and (F) Granting Related Relief* [D.I. [●]] (the "Bidding Procedures Order"),² entered by the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court") on April [●], 2025, the above captioned debtors and debtors in possession (collectively, the "Debtors") have accepted [a bid][bids] for the purchase of [substantially all] of the Debtors' assets (the "Sale") pursuant to the terms set forth in the asset purchase agreement[s] (the, "Purchase Agreement[s]") dated as of [●], 2025 between the Debtors and [●] (the "Purchaser[s]"), substantially in the form[s] attached hereto as **Exhibit[s] A**.

PLEASE TAKE FURTHER NOTICE THAT at the Sale Hearing to be held on May 19, 2025 at [●] (prevailing Eastern Time) before the Honorable Paul M. Baisier, at the Bankruptcy Court, [Richard B. Russell Federal Building and United States Courthouse 75 Ted Turner Drive, SW Atlanta, Georgia 30303 / Lewis R. Morgan Federal Building and United States Courthouse, 18 Greenville Street, Newnan, Georgia 30263], the Debtors will seek entry of an order, approving the Sale free and clear of all liens, claims, interests and encumbrances except as otherwise provided in the [applicable] Purchase Agreement[s] with the [applicable] Purchaser[s].

¹ The last four digits of AFH Air Pros, LLC's tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/airpros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Bidding Procedures Order.

Dated: _____, 2025

GREENBERG TRAURIG, LLP

DRAFT

David B. Kurzweil (Ga. Bar. No. 434092)

Matthew A. Petrie (Ga. Bar. No. 227556)

Terminus 200

3333 Piedmont Road, NE, Suite 2500

Atlanta, Georgia 30305

Telephone: (678) 553-2100

Email: kurzweild@gtlaw.com

petriem@gtlaw.com

*[Proposed] Counsel for the Debtors and
Debtors in Possession*

Exhibit B

(Blackline)

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

In re:

AFH AIR PROS, LLC, *et al.*,¹
Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

Re: Docket No. ____

**ORDER (A) ESTABLISHING BIDDING PROCEDURES RELATING TO THE
SALE OF THE DEBTORS' ASSETS, (B) APPROVING THE DEBTORS'
ENTRY INTO THE STALKING HORSE PURCHASE AGREEMENTS AND
RELATED BID PROTECTIONS, (C) ESTABLISHING PROCEDURES
RELATING TO THE ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (D) APPROVING
FORM AND MANNER OF NOTICES RELATING THERETO,
(E) SCHEDULING A HEARING TO CONSIDER
THE PROPOSED SALE, AND (F) GRANTING RELATED RELIEF**

¹ The last four digits of AFH Air Pros, LLC's tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, ~~for which joint administration has been requested,~~ a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/airpros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

Upon the *Motion of the Debtors for Entry of Orders (I)(A) Establishing Bidding Procedures Relating to the Sale of the Debtors' Assets, (B) Approving the Debtors' Entry into the Stalking Horse Purchase Agreements and Related Bid Protections, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Approving Form and Manner of Notices Relating Thereto, (E) Scheduling a Hearing to Consider the Proposed Sale, and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [\[D.I. 34, 55\]](#) (the "Motion")² and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Motion has been given under the circumstances; and this Court having held a hearing (the "Hearing") to consider the relief requested in the Motion; and upon the First Day Declaration, the Sale Declaration [\[D.I. 56\]](#), the [Declaration of Andrew D.J. Hede in Support of the Debtors' Bidding Procedures Motion](#) [\[D.I. \[•\]\]](#), and the record of the Hearing, this Court having determined that there is good and sufficient cause for the relief set forth in this [Bidding Procedures](#) Order; and after due deliberation thereon,

THE COURT HEREBY FINDS THAT:

A. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The statutory bases for the relief requested in the Motion are sections 105, 363, 365, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002(a)(2), 6004, 6006, 9007, and 9014, Local Rules 9013-1 and 9013-2, and the Complex Case Procedures. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Bidding Procedures Order is in the best interests of the Debtors and their respective estates, creditors, and all other parties in interest.

D. As reflected in the certificates of service filed on ~~1-19~~March 19, 2025 [D.I. ~~1-46~~and March 24, 2025 [D.I. 73]], the Motion and the notice of the Hearing was served on the Court's electronic filing system and the Notice Parties. Such notice is adequate and sufficient in light of the circumstances and nature of the relief requested in the Motion and complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, subject to modifications permitted by the Court's order, dated March ~~1-19~~19, 2025 [D.I. ~~1-41~~41]. A reasonable and fair opportunity to object to the Motion and the relief granted in this Bidding Procedures Order has been afforded under the circumstances. Accordingly, no other or further notice of the Motion or the Hearing was or is necessary or required.

E. The Debtors have demonstrated a compelling and sound business justification for the Court to grant the relief requested in the Motion, including, without limitation: (i) approval

of the bidding procedures in the form annexed hereto as **Exhibit 1** (as amended or modified, the “**Bidding Procedures**”); (ii) approval of the Debtors’ selection of each of Stalking Horse Bidders and their respective Stalking Horse Purchase Agreements; (iii) approval of the Assumption and Assignment Procedures set forth herein; (iv) approval of the form and manner of notice of all procedures, protections, schedules, and agreements described in the Motion and attached thereto; (v) the scheduling of a date for the Sale Hearing; and (vi) all related relief as set forth herein. Such compelling and sound business justification, which was set forth in the Motion and on the record at the Hearing, are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

F. The Debtors’ marketing process has been reasonably calculated to maximize value for the benefit of all stakeholders.

G. Entry into the Stalking Horse Purchase Agreements, which are attached hereto as **Exhibits 2-A, 2-B, 2-C, 2-D, 2-E, and 2-F**, with the Stalking Horse Bidders, is in the best interests of the Debtors and the Debtors’ estates and creditors, and all other parties in interest, and it reflects a sound exercise of the Debtors’ business judgment.³ The Debtors have articulated good, sufficient, and sound business justifications and compelling circumstances for performance of obligations related to the Stalking Horse Purchase Agreements in that, among other things, the Stalking Horse Purchase Agreements, including the Bid Protections, were negotiated by the respective parties at arm’s-length and in good faith, and constitutes the highest or otherwise best proposal that the Debtors have received to date and the Stalking Horse

³ To the extent there are any conflicts between any specific terms of this Bidding Procedures Order and any specific terms of the applicable Stalking Horse Purchase Agreement, the terms of this Bidding Procedures Order shall govern.

Purchase Agreements allow the Debtors to solicit the highest or otherwise best bid for the Assets through the Bidding Procedures in order to preserve and realize their optimal value.

H. The Bid Protections (which, for the avoidance of doubt, include the Break-Up Fee and Expense Reimbursement) for each of the Stalking Horse Bidders, as approved by this Bidding Procedures Order, are fair and reasonable and provide a benefit to the Debtors' estates and stakeholders. The payment of the Bid Protections upon satisfaction of the conditions set forth in the applicable Stalking Horse Purchase Agreement, this Bidding Procedures Order, and the Bidding Procedures, are (i) an actual and necessary cost of preserving the Debtors' estates, within the meaning of sections 503(b) and 507(a) of the Bankruptcy Code, (ii) reasonably tailored to encourage, rather than hamper, the bidding for the Assets, by providing a baseline of value, increasing the likelihood of competitive bidding at the Auction, and facilitating participation of other bidders in the sale process, thereby increasing the likelihood that the Debtors will receive the best possible price and terms for the assets under the circumstances of these Chapter 11 Cases, (iii) of substantial benefit to the Debtors' estates and stakeholders and all parties in interest in these Chapter 11 Cases, (iv) fair, reasonable and appropriate, (v) a material inducement for, and condition necessary to, ensuring that each Stalking Horse Bidder will continue to pursue its proposed agreement to purchase the Assets provided for in the applicable Stalking Horse Purchase Agreement, and (vi) reasonable in relation to each Stalking Horse Bidder's efforts and to the magnitude and complexity of the Sale and to each Stalking Horse Bidder's lost opportunities resulting from the time spent pursuing such transaction. Without the Bid Protections, each Stalking Horse Bidder would be unwilling to remain obligated to consummate the Sale or otherwise be bound under the applicable Stalking Horse Purchase

Agreement (including the obligation to maintain its committed offer while such offer is subject to higher or better offers, as contemplated by the Bidding Procedures).

I. The Stalking Horse Purchase Agreements do not provide for the sale of the Debtors' and their estates' claims—including, without limitation, commercial tort claims and Avoidance Actions—against any of the Debtors' insiders (as that term is defined in section 101(31) of the Bankruptcy Code). For purposes of this Bidding Procedures Order, "Avoidance Actions" means all avoidance and recovery actions or remedies that may be brought on behalf of the Debtors or their estates under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under sections 544, 547, 548, 550, 551, 552, or 553 of the Bankruptcy Code.

J. ~~I.~~ The Bidding Procedures, in the form attached hereto and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are fair, reasonable, and appropriate and represent the best method for maximizing the value of the Debtors' estates.

K. ~~J.~~ The Bidding Procedures were negotiated by the Debtors and the Stalking Horse Bidders at arm's length and in good faith, and were a material inducement to, and express condition of, the willingness of the Stalking Horse Bidders to execute their respective Stalking Horse Purchase Agreements and submit their bids that will serve as a minimum or floor bid on which the Debtors, their creditors, suppliers, vendors, and other bidders may rely.

L. ~~K.~~ The Auction and Sale Notice, substantially in the form attached hereto as **Exhibit 3** (the "Auction and Sale Notice"), is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of the Assets, including, without limitation: (i) the date, time, and place of the Auction (if one is held); (ii) the Bidding Procedures; (iii) the deadline for filing objections to the Sale and entry of the Sale Order(s), and

the date, time, and place of the Sale Hearing; (iv) reasonably specific identification of the Assets to be sold and liabilities to be assumed; (v) instructions for promptly obtaining copies of the Stalking Horse Purchase Agreements; (vi) a description of the Sale as being free and clear of liens, claims, encumbrances, and interests (collectively, the “Interests”)—except as expressly set forth in each respective Sale Order and each respective Stalking Horse Purchase Agreement—with all such Interests attaching with the same validity and priority to the Sale proceeds; and (vii) notice of the proposed assumption and assignment of Assumed Contracts to the Stalking Horse Bidders pursuant to the applicable Stalking Horse Purchase Agreements (or to another Successful Bidder(s)), and no other or further notice of the Bidding Procedures, the Auction, the Sale or other information contained in the Auction and Sale Notice shall be required.

M. ~~L.~~ The Notice of Potential Assumption and Assignment, substantially in the form attached hereto as **Exhibit 4**, is appropriate and reasonably calculated to provide counterparties to the Debtors’ Assumed Contracts (as defined below) with timely and proper notice of the potential/intended assumption and assignment of their executory contracts or unexpired leases, any cure costs relating thereto, and the Assumption and Assignment Procedures, and no other or further notice is required.

N. ~~M.~~ The Customer Notice of Assumption and Assignment, substantially in the form attached hereto as **Exhibit 5** (the “Customer Notice of Assumption and Assignment”), is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Sale, the Assumption and Assignment Procedures (to the extent applicable), and the Successful Bidder(s), and no other or further notice is required.

O. ~~N.~~ The Notice of Successful Bidder, substantially in the form attached hereto as **Exhibit 6** (the “Notice of Successful Bidder”), is reasonably calculated to provide interested parties with timely and proper notice of any proposed Sale with respect to the Assets, including, without limitation, (i) the Successful Bidder(s) of the Assets, (ii) the Back-Up Bidders, if applicable, and (iii) the date, time and place of the Sale Hearing.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as provided herein.⁴
2. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the hearing on the Motion or by stipulation filed with the Court, are overruled.
3. The record establishes that the Debtors’ prior actions in connection with the marketing process as it relates to the Assets were appropriate and reasonably calculated to lead to the highest or otherwise best offer for the Sale.

I. STALKING HORSE BIDDERS, STALKING HORSE PURCHASE AGREEMENTS, AND BID PROTECTIONS

4. The Debtors are authorized to enter into each Stalking Horse Purchase Agreement, subject to higher or otherwise better offers received from Qualified Bidders at the Auction.
5. The Debtors are authorized, but not directed, to perform any obligations of the Debtors set forth in each Stalking Horse Purchase Agreement that are intended to be performed prior to the Sale Hearing or entry of the Sale Order.

⁴ Notwithstanding anything to the contrary herein, the consummation of the Sale is subject to entry of the Sale Order.

6. The Debtors are hereby authorized and directed to pay, or cause to be paid, the Break-Up Fee and Expense Reimbursement to the Stalking Horse Bidders in accordance with the terms of the respective Stalking Horse Purchase Agreement and the Bidding Procedures, without further order of this Court. The dollar amounts of the Break-Up Fee and Expense Reimbursement set forth in each Stalking Horse Purchase Agreement are hereby approved. The Stalking Horse Bidders shall be entitled to receive Bid Protections in accordance with the terms and conditions of the respective Stalking Horse Purchase Agreement. Any requirement that a Stalking Horse Bidder file a proof of claim for, or otherwise request allowance of, its Bid Protections is hereby waived. The applicable Debtor's obligation to pay the Bid Protections shall survive termination of the applicable Stalking Horse Purchase Agreement, dismissal or conversion of any of the Chapter 11 Cases, and confirmation of any plan of reorganization or liquidation.

7. The Debtors are authorized to pay or otherwise satisfy the Bid Protections, if and as earned pursuant to the terms and limitations of the applicable Stalking Horse Purchase Agreement. To the extent payable subject to such terms and limitations, the Prepetition Secured Lenders acknowledge and agree that the Bid Protections shall be paid from the proceeds of the applicable Alternative Transaction (as defined in the applicable Stalking Horse Purchase Agreement) with a party other than the applicable Stalking Horse Bidder, and without need of further order or application to the Bankruptcy Court.

8. The Stalking Horse Bidders are deemed to be Qualified Bidders for all purposes, and their respective Stalking Horse Purchase Agreement are deemed to be Qualified Bids.

II. THE BIDDING PROCEDURES

9. The Bidding Procedures are approved in their entirety. The Debtors are authorized to proceed with the Sale in accordance with the Bidding Procedures and are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures, in accordance therewith, the Stalking Horse Purchase Agreements, and the timeline below. The failure to specifically include or reference a particular provision of any Stalking Horse Purchase Agreement or the Bidding Procedures in this Bidding Procedures Order shall not diminish or impair the effectiveness of such provision.

10. The following dates and deadlines regarding the Sale are hereby established, subject to the right of Debtors to modify the following dates pursuant to this Bidding Procedures Order, the Bidding Procedures, and the Stalking Horse Purchase Agreements, and upon proper notice to parties in interest:

Event	Date
Sale Objection Deadline	May 5, 2025 at 4:00 p.m. (ET)
Bid Deadline	May 5, 2025 at 4:00 p.m. (ET)
Auction	May 9, 2025 at 10:00 a.m. (ET)
Notice of Successful Bidder(s) and Backup Bidder(s)	May 10, 2025
Post-Auction Objection Deadline	May 13, 2025 at 4:00 p.m. (ET)
Sale Hearing	May 1 6 ⁹ , 2025 at [●] <u>(ET)</u>

11. The process and requirements associated with submitting a Qualified Bid and selecting a Successful Bid are approved as fair, reasonable, appropriate, and designed to

maximize recoveries for the benefit of the Debtors' estates, creditors, and other parties in interest.

12. The Bidding Procedures shall govern the submission, receipt, and analysis of all bids, and any party desiring to submit a higher or otherwise better offer must do so strictly in accordance with the terms of the Bidding Procedures and this Bidding Procedures Order.

13. Each bidder participating at an Auction (if any) must be a Qualified Bidder and shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the Sale, as set forth in the Bidding Procedures and an Auction (if any) shall be transcribed or recorded.

14. As further described in the Bidding Procedures, the Bid Deadline shall be 4:00 p.m. (prevailing Eastern Time) on May 5, 2025. Any disputes or objections to the selection of Qualified Bids, Successful Bids, or Backup Bids shall be resolved by this Court at the Sale Hearing as set forth herein.

15. Each Stalking Horse Bidder is deemed a Qualified Bidder, and the bid of each Stalking Horse Bidder, as set forth in the respective Stalking Horse Purchase Agreement, is deemed a Qualified Bid for all purposes in connection with the bidding process, the Auction, and the Sale.

16. The Debtors are authorized to conduct the Auction if they receive one or more Qualified Bids in addition to the Stalking Horse Purchase Agreements in accordance with the Bidding Procedures. The Auction, to the extent that an Auction is necessary under the Bidding Procedures, shall take place at 10:00 a.m. (prevailing Eastern Time) on May 9, 2025 at the offices of Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, or such other place as determined by the Debtors, and continue

thereafter until completed; provided, further, that the Consultation Parties may attend the Auction via Zoom or other similar teleconference services.

17. If no Qualifying Bid is received for Assets other than the Stalking Horse Purchase Agreements, no Auction shall be necessary and the Debtors shall cancel the Auction, provided, that the Debtors shall file a notice of cancellation of the Auction. For the avoidance of doubt, if a Qualified Bid is received for Assets subject to a Stalking Horse Purchase Agreement and not for another Stalking Horse Purchase Agreement, then the Auction may proceed for Assets that are subject to two or more competing Qualified Bids.

18. Further, in the event of a competing Qualified Bid, the Stalking Horse Bidders will be entitled, but not obligated, to submit overbids at any time prior to or at the Auction.

III. NOTICE PROCEDURES FOR SALE AND AUCTION

19. The Auction and Sale Notice and Notice of Successful Bidder are approved.

20. Within two (2) business days after the entry of this Bidding Procedures Order, or as soon as reasonably practicable thereafter, the Debtors shall serve the Auction and Sale Notice by first-class mail or, for those parties who have consented to receive notice by the Electronic Case Files (“ECF”) system, by ECF upon the Notice Parties; provided, further, that the Debtors are authorized to serve the Auction and Sale Notice on such Notice Parties by e-mail if the Debtors do not otherwise have the Notices Parties’ addresses in their books and records. In addition, the Debtors will also publish the Auction and Sale Notice on the Case Website.

21. As soon as reasonably practicable after the conclusion or cancellation of the Auction, as applicable, the Debtors shall file on the docket, but not serve, the Notice of Successful Bidder.

IV. OBJECTION DEADLINES FOR SALE AND AUCTION

22. The deadline to object to entry of an order (or orders) by the Court approving the Sale (a “Sale Objection”), including, without limitation, a sale to, and objections concerning adequate assurance of future performance by, any Stalking Horse Bidder, is May 5, 2025 at 4:00 p.m. (prevailing Eastern Time) (the “Sale Objection Deadline”).

23. All Sale Objections must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court, and (d) be filed with the Court and served so as to be **actually received** no later than the Sale Objection Deadline by the below-listed notice parties (collectively, the “Objection Notice Parties”):

a. [proposed] counsel for the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com), and Greenberg Traurig, LLP, One Vanderbilt Avenue, New York, New York 10017, Attn: Leo Muchnik (MuchnikL@gtlaw.com);

b. the Office of the U.S. Trustee, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia 30303, Attn: Jonathan S. Adams, Esq. (Jonathan.S.Adams@usdoj.gov);

c. counsel for the Debtors’ prepetition and postpetition agent and lenders, Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com), and Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com);

d. proposed counsel to ~~anythe~~ ~~Official~~ ~~e~~Committee of ~~u~~Unsecured ~~e~~Creditors appointed in these Chapter 11 Cases ~~(upon such appointment);~~, Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, New York, New York 10017, Attn: Bradford J. Sandler, Esq. (Bsandler@pszjlaw.com), Paul J. Labov, Esq. (Plabov@pszjlaw.com), and Cia Mackle, Esq. (Cmackle@pszjlaw.com);

e. counsel to the Doug’s/Dream Team/Hansen Stalking Horse Bidder, Buchanan Ingersoll & Rooney PC, 401 E Jackson St., Suite 2400, Tampa, Florida 33602, Attn: David T. Cellitti (David.Cellitti@bipc.com);

f. counsel to the ECM Stalking Horse Bidder, King & Spalding LLP, 1180 Peachtree Street NE, Suite 1600, Atlanta, Georgia 30309, Attn: Jeffrey R. Duston (jdutson@kslaw.com), William Jordan (wjordan@kslaw.com), Christopher K. Coleman (christopher.coleman@kslaw.com) and Kristen Landers (klanders@kslaw.com);

g. counsel to the Dallas Plumbing Stalking Horse Bidder, (i) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Jeffrey Pawlitz (jpawlitz@willkie.com) and Betsy L. Feldman (bfeldman@willkie.com) and (ii) Eversheds Sutherland (US) LLP, 999 Peachtree St., N.E., Suite 2300, Atlanta, Georgia 30309, Attn: David Wender (davidwender@eversheds-sutherland.com);

h. counsel to the CM/Air Force Stalking Horse Bidder, Akerman LLP, 98 Southeast Seventh Street, Suite 1100, Miami, Florida 33131, Attn: Martin G. Burkett (martin.burkett@akerman.com), John H. Thompson (john.thompson@akerman.com), Michael B. Fernandez (mike.fernandez@akerman.com), and Carlos M. de la Cruz III (carlos.delacruz@akerman.com);

i. counsel to the One Source Stalking Horse Bidder, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204-2023, Attn: Elijah J. Hammans (ehammans@taftlaw.com) and W. Timothy Miller (miller@taftlaw.com);

j. counsel to the Air Pros Legacy Stalking Horse Bidder, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131, Attn: Jordi Guso (jguso@bergersingerman.com) and Michel Debolt (mdebolt@bergersingerman.com); and

k. all parties that have requested notice in these Chapter 11 Cases.

24. **Any party or entity who fails to timely make a Sale Objection in accordance with the foregoing requirements on or before the Sale Objection Deadline shall be forever barred from asserting any objection to the Sale, including with respect to the transfer of the assets free and clear of all liens, claims, encumbrances, and other interests pursuant to section 363(f) of the Bankruptcy Code or otherwise.**

25. The deadline by which all objections to (i) the manner of and conduct at the Auction (if applicable), and/or (ii) the identity/adequate assurance information of the Successful Bidder (other than the Stalking Horse Bidders) (an “Auction Objection”) is May 13, 2025 at 4:00 p.m. (prevailing Eastern Time) (the “Post-Auction Objection Deadline”). All Auction

Objections must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court and served so as to be **actually received** no later than the Post-Auction Objection Deadline by the Objection Notice Parties and (d) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court.

26. **Any party or entity who fails to timely make an Auction Objection in accordance with the foregoing requirements on or before the Post-Auction Objection Deadline shall be forever barred from asserting any such objection to the Sale, including an Auction Objection.**

V. ASSUMPTION AND ASSIGNMENT PROCEDURES

27. The Assumption and Assignment Procedures, which are set forth below, regarding the assumption and assignment of the executory contracts and unexpired leases proposed to be assumed by the Debtors pursuant to section 365(b) of the Bankruptcy Code and assigned to the Stalking Horse Bidders (or the Successful Bidder(s), following the Auction, if any) pursuant to section 365(f) of the Bankruptcy Code and in accordance with the applicable Stalking Horse Purchase Agreements (or other Final Purchase Agreement), are hereby approved to the extent set forth herein.

a. Assumed Contracts List.

i. As soon as practicable following entry of this Bidding Procedures Order, the Debtors shall file with the Court, the Notice of Potential Assumption and Assignment and, included therewith, a list (the “Assumed Contracts List”) that specifies:

- (1) each of the Debtors’ executory contracts and unexpired leases that may be assumed and assigned in connection with the Sale (the “Assumed Contracts”), including the name of each non-Debtor counterparty to such Assumed Contract (the “Assumed Contract Counterparty”); and

(2) the proposed amount necessary to cure all defaults, if any, under the Assumed Contract (the “Cure Costs”).

ii. ~~The~~ Within two (2) business days after the entry of this Bidding Procedures Order, or as soon as reasonably practicable thereafter, the Debtors shall serve, via first class mail, the Notice of Potential Assumption and Assignment and the Assumed Contracts List on all Assumed Contract Counterparties and on the parties that requested notice pursuant to Bankruptcy Rule 2002; provided, the Debtors shall serve the Customer Notice of Assumption and Assignment to customers as provided herein. Service as set forth herein shall be deemed proper, due, timely, good, and sufficient notice and no other or further notice is necessary.

b. Assumed Contract Objection.

i. An Assumed Contract Counterparty listed on the Assumed Contracts List attached to the Notice of Potential Assumption and Assignment may file an objection (an “Assumed Contract Objection”) to the proposed assumption and assignment of the applicable Assumed Contract; the proposed Cure Costs, if any; and/or adequate assurance of future performance by the Stalking Horse Bidder.

ii. All Assumed Contract Objections must (a) state, with specificity, the legal and factual basis for the objection and, if applicable, what Cure Costs are required, (b) include appropriate documentation in support thereof, and (c) be filed with the Court and served so as to be actually received by the Objection Notice Parties no later than May 5, 2025 at 4:00 p.m. (prevailing Eastern Time).

iii. If an Assumed Contract Counterparty timely files and serves an Assumed Contract Objection (or files an Auction Objection regarding the adequate assurance information of a Successful Bidder other than Stalking Horse Bidder by the Post-Auction Objection Deadline), in each case in a manner that is consistent with the requirements set forth above, and the parties are unable to consensually resolve the dispute prior to the Sale Hearing, such objection will be determined at the Sale Hearing, such later hearing date that the Debtors determine in their discretion, or such other date determined by this Court.

iv. A timely and properly filed Assumed Contract Objection or Auction Objection (if applicable) will reserve such objecting Assumed Contract Counterparty’s rights against the Debtors only with respect to (a) the assumption or assumption and assignment of the Assumed Contract at issue, to the extent objected to, (b) the Cure Costs, to the extent objected to, and/or (c) adequate assurance of future performance by the Stalking Horse Bidder (if filed by the Sale Objection Deadline) or other Successful Bidder (if filed by the Post-Auction Objection Deadline), to the extent objected to, but will not constitute an objection

to the remaining relief requested in the Motion, including, without limitation, the Sale and the Auction.

c. Supplemental Assumed Contracts; Supplemental Assumed Contract Objection Deadline.

i. If, (a) prior to the closing date of the Sale, the Debtors (x) discover Assumed Contracts inadvertently omitted from the Assumed Contracts List or (y) elect to modify the previously stated Cure Costs associated with an Assumed Contract, the Debtors will promptly serve a supplemental notice of potential assumption and assignment by electronic transmission, hand delivery, or overnight mail on the Assumed Contract Counterparty to each impacted Assumed Contract, and its attorney, if known, at the last known address available to the Debtors (each, a “Supplemental Assumed Contract Counterparty”), substantially in the form of the Notice of Potential Assumption and Assignment (a “Supplemental Notice of Potential Assumption and Assignment”).

ii. Each Supplemental Notice of Potential Assumption and Assignment will include the same information with respect to listed Assumed Contracts as was included in the Notice of Potential Assumption and Assignment and/or the modified Cure Costs.

iii. Any Supplemental Assumed Contract Counterparty may file an objection (a “Supplemental Assumed Contract Objection”) to, as applicable, the proposed assumption and assignment of such Assumed Contract, the proposed Cure Costs (if any), and/or adequate assurance of future performance by the applicable Stalking Horse Bidder or other Successful Bidder; or the modified Cure Costs.

iv. All Supplemental Assumed Contract Objections must: (a) state, with specificity, the legal and factual basis for the objection and, if applicable, what Cure Costs are required; (b) include appropriate documentation in support of the objection; and (c) be filed and served so as to be **actually received** by the Objection Notice Parties no later than ten (10) days from the date of service of such Supplemental Notice of Potential Assumption and Assignment, which date will be set forth in the Supplemental Notice of Potential Assumption and Assignment.

v. If a Supplemental Assumed Contract Counterparty files a Supplemental Assumed Contract Objection in a manner that is consistent with the requirements set forth above, and the parties are unable to consensually resolve the dispute, the Debtors will seek an expedited hearing before the Court, and such dispute will be resolved at such expedited hearing or, in the Debtors’ discretion, adjourned to a later hearing. If there is no such objection, then such Assumed Contract shall be deemed assumed and assigned pursuant to the Sale Order, without further order of the Court.

d. Failure to Timely File Objection. If an Assumed Contract Counterparty does not timely file and serve an Assumed Contract Objection or an Auction Objection (if applicable), or if a Supplemental Assumed Contract Counterparty does not timely file and serve a Supplemental Assumed Contract Objection, in each case in a manner that is consistent with the requirements set forth above, and absent a subsequent order of the Court in connection with such objection, (a) the Cure Costs, if any, set forth on the Assumed Contract List attached to the Notice of Potential Assumption and Assignment (or Supplemental Notice of Potential Assumption and Assignment) shall be controlling, notwithstanding anything to the contrary in any Assumed Contract or any other document, and (b) the Assumed Contract Counterparty or Supplemental Assumed Contract Counterparty, as applicable, will be deemed to have consented to the assumption and assignment of the Assumed Contract, that adequate assurance of future performance has been provided, and to the Cure Costs, if any, and will be forever barred, estopped, and enjoined from asserting any other claims related to such Assumed Contract against the Debtors or the Successful Bidder(s), or the property of any of them.

28. The inclusion of an Assumed Contract on the Assumed Contract List attached to the Notice of Potential Assumption and Assignment (or Supplemental Notice of Potential Assumption and Assignment), or any supplement thereto, will not: (a) obligate the Debtors to assume and assign or the Successful Bidder(s) (including any Stalking Horse Bidder) to agree to have assigned to it any Assumed Contract listed thereon or the Successful Bidder(s) to take assignment of such Assumed Contract; or (b) constitute any admission or agreement of the Debtors, the Stalking Horse Bidders, or any other potential Successful Bidder that such Assumed Contract is an executory contract or unexpired lease. Only those Assumed Contracts that are included on a schedule of assumed and acquired contracts attached to the final asset purchase agreement with the Successful Bidder(s) (including amendments or modifications to such schedules in accordance with such asset purchase agreement) will be assumed and assigned to the Successful Bidder(s).

VI. CUSTOMER NOTICE

29. In accordance with the Court's order, dated March ~~10~~19, 2025 [D.I. ~~10~~41], the Debtors may serve the Customer Notice of Assumption and Assignment on their customers by

email (where available), which notice shall be deemed proper, due, timely, good, and sufficient notice and no other or further notice is necessary. The procedures set forth in the Customer Notice of Assumption and Assignment for objecting to the Sale, the potential assumption and assignment of executory contracts with customers, and/or adequate assurance of future performance are hereby approved.

VII. SALE HEARING

30. A Sale Hearing to (a) approve the sale of certain of the assets to the Successful Bidder(s) free and clear of all Interests and (b) authorize the assumption and assignment of certain executory contracts and unexpired leases shall be held on May 16⁹, 2025 at [●] (prevailing Eastern Time), and may be adjourned or rescheduled without notice other than an announcement on the record at Court or by a notice to be filed and served on parties requesting notice pursuant to Bankruptcy Rule 2002 by email or first class mail.

31. The proposed form of Sale Order(s) with each Stalking Horse Bidder will be filed with the Court at least seven (7) days before the Sale Hearing, and the proposed form of Sale Order(s) with the Successful Bidder shall be filed no later than four (4) calendar days prior to the Sale Hearing.

32. At the Sale Hearing, the Debtors will seek Court approval of the Successful Bid and the Backup Bid. The Sale Hearing shall be an evidentiary hearing on matters relating to the Sale and there will be no further bidding at the Sale Hearing. In the event that the Successful Bidder(s) cannot or refuses to consummate the Sale, the Debtors may, in accordance with the Bidding Procedures, designate the Backup Bid to be the new Successful Bid and the Backup Bidder to be the new Successful Bidder(s), and the Debtors shall be authorized to consummate the transaction with the Backup Bidder without further order of the Bankruptcy Court.

VIII. CONSUMER PRIVACY OMBUDSMAN

33. The U.S. Trustee is hereby directed to appoint a consumer privacy ombudsman (a “CPO”) in these Chapter 11 Cases in accordance with section 332(a) of the Bankruptcy Code within three (3) days of this Bidding Procedures Order, solely for the sale of the ECM and One Source business units.

34. With respect to the sale of the ECM and One Source assets, the CPO shall perform the functions set forth in section 332(b) of the Bankruptcy Code.

35. At all times, the CPO shall comply with section 332(c) of the Bankruptcy Code.

36. The CPO shall be compensated pursuant to section 330 of the Bankruptcy Code upon approval by the Court of a request for compensation.

IX. MISCELLANEOUS

37. The DIP Agent (or its assignee, which may be an acquisition vehicle) (at the direction of the Required DIP Lenders) shall have the right to credit bid up to the full amount of the outstanding DIP Obligations including any accrued interest and expenses, in any sale of DIP Collateral, and the Prepetition Agent (or its assignee, which may be an acquisition vehicle) (at the direction of the Required Prepetition Lenders) shall have the unqualified right to credit bid up to the full amount of any remaining Prepetition Obligations in any sale of Prepetition Collateral, subject, in each case, to the satisfaction of the DIP Obligations, or as otherwise consented to by the Required DIP Lenders. For the avoidance of doubt, no credit bid of DIP Obligations shall be subject to challenge for “cause” or otherwise. Capitalized terms used in this Paragraph shall have the meanings ascribed to them in the Interim DIP Order [D.I. 32].

38. ~~37.~~ The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Bidding Procedures Order in accordance with the Motion.

39. ~~38.~~ This Bidding Procedures Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon entry hereof and enforceable immediately upon its entry.

40. ~~39.~~ To the extent any of the deadlines set forth in this Bidding Procedures Order do not comply with the Local Rules, such Local Rules are waived and the terms of this Bidding Procedures Order shall govern.

41. ~~40.~~ Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or otherwise, this Court, for good cause shown, orders that the terms and conditions of this Bidding Procedures Order shall be immediately effective and enforceable upon its entry.

42. ~~41.~~ This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Bidding Procedures Order, including, but not limited to, any matter, claim, or dispute arising from or relating to the Bidding Procedures, the Stalking Horse Purchase Agreements, and the implementation of this Bidding Procedures Order.

END OF DOCUMENT

Prepared and presented by:

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil

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*Proposed Counsel for the Debtors and
Debtors in Possession*

Summary report: Litera Compare for Word 11.11.0.158 Document comparison done on 4/10/2025 8:20:54 PM	
Style name: GT-7 - Moves included, headers and footers included, no comments	
Intelligent Table Comparison: Active	
Original DMS: iw://dmsamericas.gtlaw.com/active/709452063/1 - Air Pros - Bid Procedures Order [Proposed, Filed with Motion].docx	
Modified DMS: iw://dmsamericas.gtlaw.com/active/709508387/4 - [For Filing] Air Pros - Bid Procedures Order.docx	
Changes:	
<u>Add</u>	50
Delete	27
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	77

Exhibit 1

Bidding Procedures

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

BIDDING PROCEDURES

On April [●], 2025 the United States Bankruptcy Court for the Northern District of Georgia (the “Court”) **entered** the *Order (A) Establishing Bidding Procedures Relating to the Sale of the Debtors’ Assets, (B) Approving the Debtors’ Entry into the Stalking Horse Purchase Agreements and Related Bid Protections, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Approving Form and Manner of Notices Relating Thereto, (E) Scheduling a Hearing to Consider the Proposed Sale, and (F) Granting Related Relief* [D.I. [●]] (the “Bidding Procedures Order”).²

These Bidding Procedures set forth the process by which the Debtors are authorized to conduct a sale for one or more sales or dispositions (collectively, the “Sale”) of the Assets (as defined below) or subgroups thereof, culminating in an auction (the “Auction”) if competing Qualified Bids (as defined below) are received as further described herein.

Pursuant to the Bidding Procedures Order, the Court authorized the Debtors’ entry into asset purchase agreements (each, a “Stalking Horse Purchase Agreement” and, collectively, the “Stalking Horse Purchase Agreements”) with parties (each, including any permitted successors, assigns, and designees, a “Stalking Horse Bidder” and, collectively, the “Stalking Horse Bidders”) ³ for distinct subgroups of the Debtors’ Assets. Further, each Stalking Horse Bidder has committed to (a) purchase, acquire, and take assignment and delivery of, free and clear of all liens, claims, encumbrances, and other interests (except as otherwise provided in the respective Stalking Horse Purchase Agreement), certain assets associated with the Debtors’

¹ The last four digits of AFH Air Pros, LLC’s tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, ~~for which joint administration has been requested~~, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/airpros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Bidding Procedures Order.

³ Copies of the Stalking Horse Purchase Agreements are annexed to the Bidding Procedures Order as Exhibit 2.

operations as set forth in the respective Stalking Horse Purchase Agreement, and (b) assume certain liabilities associated with the Debtors' operations as set forth in the respective Stalking Horse Purchase Agreement.

The Sale is contemplated to be implemented pursuant to the terms and conditions of either (a) the applicable Stalking Horse Purchase Agreement for the Assets described in each such agreement (as the same may be amended pursuant to the terms thereof), or (b) such other applicable asset purchase agreement upon the receipt of a Successful Bid (as defined herein) that the Debtors have determined in their business judgment, after consultation with the Consultation Parties (as defined below), is the highest or otherwise best bid in accordance with these Bidding Procedures.

Copies of the Motion, the Bidding Procedures Order, the Stalking Horse Purchase Agreements, and any other documents in the Debtors' Chapter 11 Cases can be obtained free of charge (i) on the case website maintained by the Debtors' claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at <https://www.veritaglobal.net/airpros>, or (ii) upon written request to [proposed] counsel to the Debtors undersigned below.

The Debtors provide these Bidding Procedures for use by Potential Bidders (as defined below) and Qualified Bidders (as defined below) in submitting bids proposing a transaction to purchase or otherwise acquire all or certain of the Assets, and, as necessary, qualifying for and participating in the Auction. Potential Bidders should review the Stalking Horse Purchase Agreements to determine the Assets subject to each such agreement.

1. Important Dates

- Bid Deadline: May 5, 2025 at 4:00 p.m. (prevailing Eastern Time).
- Sale Objection Deadline: May 5, 2025 at 4:00 p.m. (prevailing Eastern Time).
- Selection of Qualified Bidder(s): May 8, 2025 at 12:00 p.m. (prevailing Eastern Time).
- Auction: The Auction shall commence at 10:00 a.m. (prevailing Eastern Time) on May 9, 2025 at the offices of Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, or such other place as determined by the Debtors, in consultation with the Consultation Parties, and continue thereafter until completed; provided, that the Consultation Parties ~~(as defined below)~~ may attend the Auction via Zoom or other similar teleconference services.
- Selection of Successful Bidder(s) and Backup Bidder(s) (each as defined below): at the conclusion of the Auction and by no later than May 10, 2025.
- Sale Hearing: Court hearing to seek authorization to sell the Assets to such Successful Bidder(s): May 16⁹, 2025 at [●] (prevailing Eastern Time).

- Closing Date: As soon as practicable after entry of the Sale Order, but no later than June 16, 2025.

2. Assets to be Sold

The Debtors seek to sell any and all of their Assets. The Assets may be sold as a whole or in discrete lots as determined by the Debtors in consultation with the Consultation Parties. Potential Bidders are invited to bid on any or all of the Assets.

3. Qualified Bidders and Access to Data Room

Any person or entity wishing to bid on the Assets (each a “Potential Bidder”) must execute and deliver (unless previously delivered) to the Debtors a confidentiality and non-disclosure agreement (a “Confidentiality Agreement”) in form and substance acceptable to the Debtors.

Notwithstanding anything to the contrary in the Bidding Procedures, all substantive direct communications, including any diligence requests, with Potential Bidders and Qualified Bidders (as defined below) shall be through Jefferies via email at: Project_Sunshine.DD@jefferies.com.

The Debtors, in their discretion, will afford a Potential Bidder who executes and delivers a Confidentiality Agreement due diligence access or such additional information as may be reasonably requested by the Potential Bidder that the Debtors, in their business judgment, determines to be reasonable and appropriate, including, without limitation, access to the Debtors’ confidential electronic data room, reasonable access, during normal business hours, to the Debtors’ advisors and management, and access to all relevant information regarding the Assets reasonably necessary to enable a Potential Bidder to evaluate the proposed Sale; provided that any such Potential Bidder has provided evidence of its financial wherewithal and ability to consummate the Sale.

Jefferies shall provide updates to counsel and/or the financial advisor to the Official Committee of Creditors Committee (the “Committee”) upon the request of the Committee on a professional eyes’ only basis regarding the status of interested parties that have executed Confidentiality Agreements.

The Debtors shall not be obligated to furnish any due diligence information after the conclusion of the Auction other than to the Successful Bidder(s) (as defined below) or any Backup Bidder(s) (as defined below).

Neither the Debtors nor their counsel and advisors are responsible for, or will bear liability with respect to, any information obtained by Potential Bidders in connection with due diligence. Notwithstanding anything contained herein to the contrary, to the extent the Debtors reasonably believe that providing access to Potential Bidders to certain sensitive commercial information is not advisable, the Debtors, in their business judgment and in consultation with the Consultation Parties, will decide what, if any, diligence information to make available to a particular Potential Bidder, and neither the Debtors nor their representatives will be obligated to furnish any information of any kind whatsoever to any party.

A “Qualified Bidder” is any Potential Bidder that (i) delivers a Confidentiality Agreement to the Debtors, (ii) demonstrates to the Debtors, in consultation with the Consultation Parties, a reasonable certainty of the ability to close the Sale in a timely manner (including the financial capability to close the Sale and the ability to obtain the necessary governmental, licensing, regulatory, or other approvals necessary for such Sale, if any), and (iii) submits a Written Offer (as defined below) that is deemed a Qualified Bid (as defined below); provided, however, that the Debtors may waive one or more requirements for a Qualified Bidder and retains ~~sole~~ discretion, in consultation with the Consultation Parties, in determining whether a Potential Bidder submits a Qualified Bid and becomes a Qualified Bidder. If the Prepetition Lenders (as defined in the First Day Declaration), including on account of their claims under the DIP Facility (as defined in the First Day Declaration) submit a Written Offer (which shall automatically be deemed a Qualified Bid), then the Prepetition Lenders shall be considered a Qualified Bidder without further qualifications and shall no longer be considered a Consultation Party.

As promptly as practicable after a Potential Bidder delivers a Confidentiality Agreement and submits a Written Offer, and in any event not later than 12:00 p.m. (prevailing Eastern Time) one (1) day preceding the Auction, the Debtors, in consultation with the Consultation Parties, shall determine, and the Debtors shall notify the Potential Bidder in writing, whether the Potential Bidder is a Qualified Bidder.

Each Potential Bidder shall comply with all reasonable requests for information and due diligence access by the Debtors or their advisors regarding the ability of such Potential Bidder, as applicable, to consummate the proposed Sale.

For the avoidance of doubt, the Stalking Horse Bidders and the Stalking Horse Purchaser Agreements shall be deemed Qualified Bidders and Qualified Bids, respectively.

4. Requirements for a Qualified Bid

In order to become a Qualified Bidder and participate in the Auction, if any, a Potential Bidder must deliver to the Debtors, with a copy to counsel to the Debtors and Jefferies, a written offer (each, a “Written Offer”) that needs to qualify as a Qualified Bid. To be deemed a “Qualified Bid”, a Written Offer must meet each of the requirements listed below:

- (i) Delivery: Be delivered no later than **4:00 p.m. (prevailing Eastern Time) on May 5, 2025** (the “Bid Deadline”).
- (ii) Executed Agreement: Be accompanied by an executed and binding asset purchase agreement (together with the exhibits and schedules thereto) (the “Purchase Agreement”), which Purchase Agreement must be marked to show any proposed amendments and modifications: (a) if the Purchase Agreement provides for the purchase of any Assets that are subject to a single Stalking Horse Purchase Agreement, then marked against the applicable Stalking Horse Purchase Agreement and (b) if the Purchase Agreement does not include Assets subject to a single Stalking Horse

Purchase Agreement, then marked against the form purchase agreement the Debtors will provide upon request.

- (iii) Purchase Price; Minimum Bid. Each Written Offer must clearly set forth the purchase price to be paid (the “Purchase Price”). In addition, if the Potential Bidder seeks to acquire any Asset subject to one or more Stalking Horse Purchase Agreements, then the Purchase Price shall not be less than the sum of (A) the cash purchase price set forth in the applicable Stalking Horse Purchase Agreement(s) plus (B) the Bid Protection(s) for each such Stalking Horse Bidder plus (C) one percent (1%) of the purchase price set forth in each Stalking Horse Purchase Agreement(s), in the aggregate.⁴
- (iv) Assets: Clearly identify and list the Assets and liabilities that the Potential Bidder seeks to acquire, whether individually or in combination. Written Offers for a portion of the Assets will be evaluated by the Debtors in consultation with the Consultation Parties.
- (v) Designation of Assumed Contracts and Adequate Assurance of Future Performance: Contain a list of any and all Assumed Contracts that are to be assumed and assigned in connection with a Sale to the extent such list is not included in the Purchase Agreement.

The Potential Bidder must also include documentation sufficient to provide adequate assurance of future performance for the benefit of the non-Debtor parties to the Assumed Contracts on the list, including, without limitation, (a) the specific name of the entity to whom the Assumed Contract will be assigned; (b) if available, audited financial statements and annual reports of the Purchaser and any other assignee for the past three (3) years, including all supplements or amendments thereto; (c) cash flow projections for the proposed assignee, the proposed assignee’s most recent business plan, all cash flow projections for the Assumed Contract(s) subject to the assignment request, and any financial projections, calculations and/or pro formas prepared in contemplation of purchasing the assets, including the leases; (d) all documents and other evidence of the proposed assignee’s experience in the Debtors’ industry; and (e) a contact person for the proposed assignee whom non-Debtor parties may contact directly in connection with adequate assurance of future performance.

Should the Potential Bidder be a newly formed entity (a “Newco”), written evidence of adequate assurance of future performance should also include

⁴ For the avoidance of doubt, if a Written Offer seeks to acquire Assets that are subject to one or more Stalking Horse Purchase Agreements, then the Bid Protection for *each* Stalking Horse Bidder and the one percent (1%) minimum overbid shall be calculated on the purchase price set forth in each Stalking Horse Purchase Agreement(s).

when such Newco was formed, how it will be financed together with evidence of firm financial commitments and identify what credit enhancements will be available to guarantee the obligations under the Assumed Contracts.

Non-Debtor parties to the Assumed Contracts will have until the Post-Auction Objection Deadline to object on adequate assurance grounds (other than with respect to the Stalking Horse Bidders, which objection on adequate assurance grounds shall be due on the Sale Objection Deadline).

- (vi) As-Is, Where-Is: Each Written Offer must include a written acknowledgement and representation that the Potential Bidder: (a) has had an opportunity to conduct any and all due diligence regarding the Assets prior to submitting the Bid; (b) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Assets in making its Bid; and (c) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, regarding the Assets or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Purchase Agreement.
- (vii) Identification of Parties to Participate: To the Debtors' satisfaction, in consultation with the Consultation Parties, (a) fully disclose the identity of each entity or person that will be bidding for the Assets or otherwise participating in connection with such bid, (b) the terms of any such participation, and if an entity has been formed for the purpose of acquiring some, or all, of the Assets, the parties that will bear liability for any breach by such entity, and (c) the ability of such parties to obtain government, licensing or regulatory approval in connection with the consummation of any Sale.
- (viii) Contingencies: Not contain any conditions on (a) obtaining financing, (b) shareholder, board of directors, or other internal approval, or (c) the outcome or completion of a due diligence review by the Potential Bidder.
- (ix) Binding and Irrevocable: State that it is binding and irrevocable until (a) the closing of the Sale, if such Potential Bidder is deemed a Qualified Bidder, and such Qualified Bidder is designated as a Successful Bidder (as defined below), or (b) if such Potential Bidder is deemed a Qualified Bidder, and such Qualified Bidder is designated as a Backup Bidder (as defined below), until the earlier of (i) two (2) business days after the closing of the transaction(s) by which all of the Assets that were subject to such Backup Bid (as defined below) have been transferred to one or more Qualified Bidders pursuant to these Bidding Procedures and (ii) forty-five

(45) days after the date of the Auction (the “Backup Bid Expiration Date”).

- (x) Proof of Financial Ability to Perform: Contain evidence of financing, access to funds or such other financial and other information that will reasonably allow the Debtors, in consultation with the Consultation Parties, to make a determination as to such Qualified Bidder’s financial and other capabilities to consummate the transactions contemplated by the Purchase Agreement, which evidence is satisfactory to the Debtors, including, without limitation, such financial and other information setting forth adequate assurance under section 365 of the Bankruptcy Code.
- (xi) Authorization to Consummate Sale: Provide evidence of authorization and approval from the Potential Bidder’s board of directors (or comparable governing body), if any, with respect to the submission, execution, delivery and closing of the Purchase Agreement to the Debtors’ satisfaction in consultation with the Consultation Parties.
- (xii) No Break-Up Fee or Expense Reimbursement: Except with respect to the Stalking Horse Purchase Agreements, no Written Offer shall request or entitle the Potential Bidder to any transaction or break-up fee, expense reimbursement, or similar type of payment. For the avoidance of doubt, no Potential Bidder will be permitted to request, nor be granted by the Debtors, at any time, whether as part of the Auction or otherwise, a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation, and by submitting its Written Offer is agreeing to refrain from and waive any assertion or request for reimbursement on any basis, including, but not limited to, under section 503(b) of the Bankruptcy Code.
- (xiii) Good Faith Deposit: Provide a good faith deposit (the “Good Faith Deposit”) submitted via federal wire transfer in immediately available funds in accordance with the wire instructions to be provided by the Debtors, or such other form as is acceptable to the Debtors, in an amount equal to ten percent (10%) of the cash Purchase Price set forth in the Written Offer or such amount as may be determined by the Debtors in their sole discretion. To the extent a Qualified Bid is modified before, during, or after the Auction in any manner that increases the cash Purchase Price contemplated by such Qualified Bid, the Debtors reserve the right to require that such Qualified Bidder increase its Good Faith Deposit so that it equals ten percent (10%) of the new proposed Purchase Price.
- (xiv) Closing Date: Provide for a closing date on or before June 16, 2025 (the “Closing Date”).

- (xv) Provision of Additional Information: Include a written acknowledgement by such Potential Bidder that it agrees to provide such other information as may be reasonably requested in writing by the Debtor prior to the Auction.
- (xvi) Compliance with Bankruptcy Code and Non-Bankruptcy Law. Each Written Offer must comply in all respects with the Bankruptcy Code and any applicable non-bankruptcy law.
- (xvii) Adherence to Bidding Procedures. By submitting a Written Offer, each Potential Bidder is agreeing to abide by and honor the terms of the Bidding Procedures and the Bidding Procedures Order and agrees not to submit a bid or seek to reopen the Auction after conclusion of the Auction.
- (xviii) Consent to Jurisdiction. Each Potential Bidder must submit to the jurisdiction of the Court and waive any right to a jury trial in connection with any disputes relating to Debtors' qualification of bids, the Auction, the construction and enforcement of the Bidding Procedures, the Sale documents, and the closing of the Sale, as applicable.

Promptly upon receipt of a Written Offer, the Debtors and/or Debtors' professionals shall provide such Written Offer to the Consultation Parties, provided, further, that any Written Offer delivered to the Committee shall be provided only to the Committee's professionals on a professional eyes' only basis.

Between the Bid Deadline and the Auction, the Debtors, in consultation with the Consultation Parties, may (i) negotiate or seek clarification of any Written Offer from a Qualified Bidder, (ii) request information from the Qualified Bidder, (iii) engage in discussions with the Qualified Bidder, or (iv) take such other actions contemplated under the Bidding Procedures. Without the consent of the Debtors, in consultation with the Consultation Parties, a Qualified Bidder may not amend, modify, or withdraw its Written Offer. The form of Purchase Agreement will be evaluated by the Debtors, in consultation with the Consultation Parties, and must be acceptable to the Debtors, in their business judgment and ~~sole~~ discretion.

Any Good Faith Deposit accompanying a Written Offer that the Debtors determines ~~not~~ to be a Qualified Bid after consultation with the Consultation Parties, shall be returned promptly following such determination.

Notwithstanding anything to the contrary herein, any Written Offer submitted by the Prepetition Lenders (or their respective designee) shall automatically be deemed a Qualified Bid (including, for the avoidance of doubt, the Deposit, which shall not be applicable to any credit bid by the Prepetition Lenders (including on account of their claims under the DIP Facility).

5. Bid Deadline

All Written Offers must be received by each of the following parties prior to the Bid Deadline: (i) the Debtors, c/o Andrew D.J. Hede, Chief Restructuring Officer (ahede@accordion.com); (ii) [proposed] counsel to the Debtors, Greenberg Traurig, LLP, Attn: David B. Kurzweil (KurzweilD@gtlaw.com), Matthew A. Petrie (PetrieM@gtlaw.com), and Leo Muchnik (MuchnikL@gtlaw.com); and (iii) proposed investment banker to the Debtors, Jefferies, LLC, Attn: John (Saulitis) Perry (jsaulitis@jefferies.com), Whitney Horne (whorne@jefferies.com), Jeffrey Finger (jfinger@jefferies.com), and Project_Sunshine.DD@jefferies.com.

6. Determination of Qualified Bidders; Baseline Bid

The Debtors, in consultation with the Consultation Parties, shall, by no later than 12:00 p.m. (prevailing Eastern Time) one (1) day prior to the Auction, (i) determine, in their business judgment and ~~sole~~-discretion, whether a Potential Bidder is a Qualified Bidder, (ii) notify each such Potential Bidder that its Written Offer is a Qualified Bid and that such Potential Bidder is a Qualified Bidder, and (iii) notify each Qualified Bidder of the highest or otherwise best Qualified Bid(s), as determined in the Debtors' reasonable business judgment (the "Baseline Bid(s)"), in timely consultation with the Consultation Parties, and provide copies of the applicable Qualified Bid documents supporting the Baseline Bid(s) to each Qualified Bidder (including the Stalking Horse Bidders). The Debtors may also waive or modify any of the above requirements in the exercise of their reasonable business judgment after consultation with the Consultation Parties.

7. Right to Credit Bid

Any Qualified Bidder that has a valid and perfected lien on any assets of the Debtors' estates (a "Secured Creditor"), and the right under applicable non-bankruptcy law to credit bid claims secured by such lien shall have the right to credit bid all or a portion of the value of such Secured Creditor's claims within the meaning of, and subject to, section 363(k) of the Bankruptcy Code; provided that a Secured Creditor shall have the right to credit bid its claim only with respect to the collateral by which such Secured Creditor is secured; provided, further, that a credit bid shall not constitute a Qualified Bid if the bid does not include a cash component sufficient to pay in full all claims for which there are valid, perfected, and unavoidable liens on any assets included in such bid that are senior in priority to those of the Secured Creditor seeking to credit bid.

For the avoidance of doubt, if a Secured Creditor – including the Prepetition Lenders (including on account of their claims under the DIP Facility) – submit a Written Offer, such bid must include Cash in an amount sufficient to pay the break-up fee and expense reimbursement to the applicable Stalking Horse Bidder(s), which Cash shall be used to pay such break-up fee and expense reimbursement to the applicable Stalking Horse Bidder(s) subject to the terms provided in the applicable Stalking Horse Purchase Agreement, and to the extent not otherwise due and payable under the applicable Stalking Horse Purchase Agreement, then to the estates.

8. Joint Bids

The Debtors, in consultation with the Consultation Parties, will be authorized to approve joint bids in their reasonable discretion on a case-by-case basis.

9. No Break-Up Fee or Bid Protections

Other than in connection with the Stalking Horse Purchase Agreements, no Purchase Agreement may include any breakup fee or expense reimbursement or other similar bid protections.

10. “As Is, Where Is”

The Sale of the Assets shall be on an “as is, where is” basis and without representations or warranties of any kind, nature or description by the Debtors or their estates except to the extent set forth in the Final Purchase Agreement (as defined below) as approved by the Court. Except as otherwise provided in the Final Purchase Agreement, all of the Debtors’ right, title, and interest in and to the Assets subject thereto shall be sold free and clear of all liens, claims, interests, and encumbrances (collectively, the “Interests”) in accordance with sections 363 and 365 of the Bankruptcy Code, with such Interests to attach to the net proceeds of the Sale of the Assets.

Each Qualified Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all desired due diligence regarding the Assets prior to making its Qualified Bid, that it has relied solely upon its own independent review, investigation and inspection of any documents and/or the Assets in making its Qualified Bid, and that it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Bidding Procedures or, as to the Successful Bidder(s) and the Backup Bidder(s), the terms of the Sale(s) as set forth in the final form of the applicable Purchase Agreement(s) (which could be the Stalking Horse Purchase Agreement if the Successful Bidder or Backup Bidder is a Stalking Horse Bidder) (the “Final Purchase Agreement”), which shall be on terms mutually acceptable to the Successful Bidder and Backup Bidder, on the one hand, and the Debtors, on the other hand.

11. Consultation Parties

The terms “Consultation Parties” and individually, a “Consultation Party,” as used in these Bidding Procedures shall mean the Prepetition Lenders and ~~any official the e~~Committee ~~of unsecured creditors appointed in these Chapter 11 Cases (upon such appointment)~~; provided, however, that if any Prepetition Lender submits a Written Offer, then such party shall no longer be a Consultation Party.

12. Auction

If the Debtors determine that there are two or more Qualified Bids for the same Assets (in whole or in part), the Debtors shall conduct an Auction to determine the highest or otherwise

best Qualified Bid for such Assets. This determination shall be made after consultation with the Consultation Parties and shall take into account any factors the Debtors, in their business judgment and ~~sole~~ discretion reasonably deems relevant and may include, among other things, the following: (i) the amount and nature of the total consideration; (ii) the number, type, and nature of any changes to the applicable Stalking Horse Purchase Agreement, if any, requested by the Qualified Bidder, including the type and amount of Assets sought to be acquired and assumed liabilities sought to be assumed in the Qualified Bid; (iii) the other terms requested by each Qualified Bidder in its respective Purchase Agreement; (iv) the extent to which such terms are likely to delay closing of the Sale of the Assets and the cost to the Debtors of such modifications or delay; (v) the net economic effect of any changes to the value to be received by the Debtors' estates from the transaction contemplated by the Qualified Bid; (vi) the tax consequences of such Qualified Bid; (vii) the total consideration to be received by the Debtors' estates; (viii) whether the Qualified Bidder has secured any consents that may be necessary from certain third parties; and (ix) the likelihood of the Qualified Bidder's ability to close the Sale and the timing thereof.

The Auction shall commence at 10:00 a.m. (prevailing Eastern Time) on May 9, 2025 at the offices of Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, or such other place as determined by the Debtors, in consultation with the Consultation Parties, and continue thereafter until completed. The Debtors, in consultation with the Consultation Parties, reserve the right to cancel or postpone the Auction. The Debtors, in consultation with the Consultation Parties, reserve the right to not proceed with any Sale or to proceed with a Sale of any certain of the Assets.

Except as otherwise permitted in the Debtors' discretion, only the Debtors, the Prepetition Lenders, a Qualified Bidder, including the Stalking Horse Bidders, ~~any statutory the eCommittee appointed in these Chapter 11 Cases~~, and any creditor that submits a written request to attend to the Debtors at least one (1) business day in advance of the Auction, and, in each case, their respective professionals shall be entitled to attend the Auction (the "Authorized Persons"); provided, further, that the Consultation Parties may attend the Auction via Zoom or other similar teleconference services. Each Qualified Bidder shall be required to have at least one representative present physically at the Auction.

The Auction shall be governed by the following procedures:

- (i) Qualified Bidders shall appear in person at the Auction, or through a duly authorized representative.
- (ii) The Debtors, after consultation with the Consultation Parties, may waive and/or employ and announce at the Auction additional rules that are reasonable under the circumstances for conducting the Auction provided that such rules (a) are not inconsistent with the Bidding Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, or any order of the Bankruptcy Court entered in connection with these Chapter 11 Cases, (b) are disclosed to each Qualified Bidder, (c) are designed, in the Debtors' business judgment, to result in the highest or otherwise best offer for the Assets; and (d) do not impair, in any material respect, the Stalking

Horse Bidders' right to payment of the Break-Up Fee or the Expense Reimbursement, without the express consent of the Stalking Horse Bidder in its sole discretion.

- (iii) The Debtors will arrange for the actual bidding at the Auction to be transcribed. Each Qualified Bidder shall designate a single individual to be its spokesperson during the Auction.
- (iv) Each Qualified Bidder participating in the Auction must confirm on the record, at the commencement of the Auction and again at the conclusion of the Auction that it has not engaged in any collusive conduct and acted in good faith regarding the Bidding Procedures, the Auction, or any proposed transaction relating to the Assets.
- (v) Prior to the Auction, the Debtors, after consultation with the Consultation Parties, shall identify the Baseline Bid(s). During the Auction, bidding will begin initially with the Baseline Bid(s) and continue in minimum increments in an amount determined by the Debtors, in consultation with the Consultation Parties (each such bid, an "Overbid"); provided, that the Debtors, in their discretion and in consultation with the Consultation Parties, may have different minimum increments for each business unit or a collection of business units. When bidding at the Auction, each Stalking Horse Bidder shall receive a "credit" counted towards its Overbid in an amount equal to the sum of such Stalking Horse Bidder's Break-Up Fee and Expense Reimbursement. Additional consideration in excess of the amount set forth in the Overbid may include cash and/or non-cash consideration; provided that the value for such non-cash consideration shall be determined by the Debtors in their reasonable business judgment, in timely consultation with the Consultation Parties. An applicable Overbid may contain alterations, modifications, additions, or deletions of any terms of the Qualified Bid no less favorable to the Debtors' estates than any prior Qualified Bid or Overbid, as determined in the Debtors' reasonable business judgment, in timely consultation with the Consultation Parties, but shall otherwise comply with the terms of the Bidding Procedures. All Overbids shall be made and received on a binding and open basis, and all material terms of each Overbid shall be fully disclosed in advance of any successive round of bidding to all other Qualified Bidders who submitted Bids.
- (vi) In the Debtors' discretion, after consultation with the Consultation Parties, all Qualified Bidders shall have the ability to bid on substantially all of the Assets or only certain Assets of the Debtors.
- (vii) Other than the assumption of liabilities of the Debtors or permitted non-cash consideration as may be acceptable to the Debtors in their

business judgment and ~~sole~~-discretion, in consultation with the Consultation Parties, all bids must be in cash.

- (viii) In the Debtors' discretion, all Qualified Bidders shall have the right to submit additional bids and make additional modifications to the Purchase Agreement, as applicable, at the Auction in accordance with the terms and provisions of the Bidding Procedures; provided, however, that any such modifications to the Purchase Agreement, on an aggregate basis and viewed in whole, shall not be less favorable to the Debtors as determined by the Debtors, in their business judgment and ~~sole~~-discretion, after consultation with the Consultation Parties.
- (ix) Upon conclusion of the bidding, the Auction shall be closed, and the Debtors, after consultation with the Consultation Parties, shall, as soon as practicable, (a) identify and determine in their business judgment the highest or otherwise best Qualified Bid (or Qualified Bids) for the Assets (each, a "Successful Bid" and the entity or entities submitting such Successful Bid(s), the "Successful Bidder"), (b) advise the Qualified Bidders of such determination, (c) require the Successful Bidder(s) to deliver an executed Final Purchase Agreement, which reflects its bid and any other modifications submitted and agreed to during the Auction, prior to commencement of the Sale Hearing, and (d) immediately file with the Court a designation of Successful Bidder.
- (x) In addition, the Debtors will determine, after consultation with the Consultation Parties, which Qualified Bid, if any, is the next highest or otherwise second-best Qualified Bid to the Successful Bid(s) and will designate such Qualified Bid(s) as a "Backup Bid" in the event the Successful Bidder(s) fails to consummate the contemplated Sale. A Qualified Bidder who submitted a Qualified Bid and is designated a Backup Bid is a "Backup Bidder". Each Backup Bid shall remain open and binding until the Backup Bid Expiration Date.
- (xi) If a Successful Bidder(s) fails to consummate the approved transactions contemplated by its Successful Bid, the Debtors shall select the applicable Backup Bidder as the Successful Bidder(s), and such Backup Bidder shall be deemed a Successful Bidder(s) for all purposes. The Debtors shall consummate all transactions contemplated by the Backup Bid without further order of the Court or notice to any party. In such case, the defaulting Successful Bidder(s)'s Good Faith Deposit shall be forfeited to the Debtors.
- (xii) The Debtors may, in consultation with the Consultation Parties, request additional information from a Qualified Bidder at any time prior to the Sale closing in order to evaluate such Qualified Bidder's ability to bid at the Auction over and above its initial offer in its Qualified Bid, consummate the Sale, and fulfill its obligations in connection therewith.

Additional information requests made by the Debtors during the Auction in connection with a Qualified Bidder's ability to continue to bid at the Auction over and above its initial offer in its Qualified Bid shall, in timely consultation with the Consultation Parties, be satisfied prior to such Qualified Bidder submitting any further bids at the Auction. The failure to comply with such requests shall disqualify such Qualified Bidder from participating in the Auction.

Without prejudice to the rights of the Stalking Horse Bidders and the Prepetition Lenders, the Debtors reserve their rights to modify the Bidding Procedures in their reasonable business judgment, after timely consultation with the Consultation Parties, in any manner that will best promote the goals of the bidding process, or impose, at or prior to the Auction, additional customary terms and conditions on the sale of the Assets, including, without limitation: (a) extending the deadlines set forth in these Bidding Procedures; (b) adjourning the Auction at the Auction and/or adjourning the Sale Hearing in open court without further notice; (c) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (d) canceling the Auction; and (e) rejecting any or all Bids.

13. Sole Qualified Bidder

- (i) Assets Not Subject to Stalking Horse Purchase Agreements. If, by the Bid Deadline, the Debtors have selected only one Qualified Bidder for any or all of the Assets that are not subject to the Stalking Horse Purchase Agreements, then the Debtors ~~shall not hold an~~ may cancel the Auction for such Assets, and instead, shall determine whether to request at the Sale Hearing that the Court approve the Qualified Bid from the sole Qualified Bidder. Notwithstanding anything herein to the contrary, nothing herein shall obligate the Debtors, in consultation with the Consultation Parties, to consummate or pursue the Sale of the Assets.
- (ii) Assets Subject to Stalking Horse Purchase Agreements. If, by the Bid Deadline, the Debtors have selected only the applicable Stalking Horse Bidder for the Assets subject to such bidder's respective Stalking Horse Purchase Agreement, then the Debtors shall not hold an Auction for such Assets, and instead, shall seek approval of the Sale for such Assets to the applicable Stalking Horse Bidder.

14. Sale Hearing

Subject to the Court's availability, the Sale Hearing will be held before the Honorable Paul M. Baisier on May 16⁹, 2025 at such time designated by the Court at the United States Bankruptcy Court for the Northern District of Georgia, [Richard B. Russell Federal Building and United States Courthouse 75 Ted Turner Drive, SW Atlanta, Georgia 30303 / Lewis R. Morgan Federal Building and United States Courthouse, 18 Greenville Street, Newnan, Georgia 30263].

15. Consummation of the Purchase

(a) Closing Date; Good Faith Deposit

The Successful Bidder(s) shall consummate the Sale contemplated by the applicable Successful Bid (the “Purchase”) on or before the Closing Date. If the Successful Bidder(s) successfully consummates the Purchase by the Closing Date, such Successful Bidder’s Good Faith Deposit shall be applied to the purchase price of the Purchase.

If a Successful Bidder either: (i) fails to consummate the Purchase on or before the Closing Date, breaches the Final Purchase Agreement, or (ii) otherwise fails to perform, the Debtors shall, without further order of the Court, deem such Successful Bidder to be a “Defaulting Buyer.”

The Debtors shall be entitled to (i) retain the Good Faith Deposit as part of their damages resulting from the breach or failure to perform by any Defaulting Buyer, and (ii) seek all available damages from such Defaulting Buyer occurring as a result of such Defaulting Buyer’s failure to perform as may be provided for pursuant to the Final Purchase Agreement and the Sale Order.

(b) Backup Purchase

Upon a determination by the Debtors that a Successful Bidder is a Defaulting Buyer, the Debtors shall consummate a Sale with the Backup Bidder on the terms and conditions of the Backup Bid (the “Backup Purchase”) without further order of the Court.

If the Backup Bidder consummates the Backup Purchase, the Good Faith Deposit of such Backup Bidder will be applied to the purchase price of the Backup Purchase.

In the event that the Debtors seek to consummate the Backup Purchase with the Backup Bidder and such Backup Bidder fails to consummate the Backup Purchase, breaches the Final Purchase Agreement or otherwise fails to perform, the Debtors may, in their ~~sole~~ discretion, and without further order of the Court, deem such Backup Bidder to be a Defaulting Buyer and shall be entitled to (i) retain the Good Faith Deposit as part of their damages resulting from the breach or failure to perform by the Defaulting Buyer, and (ii) seek all available damages from such Defaulting Buyer occurring as a result of such Defaulting Buyer’s failure to perform as may be provided for pursuant to the Purchase Agreement, as applicable, and the Sale Order.

16. Return of Good Faith Deposits

Good Faith Deposits of all Qualified Bidders shall be held in a non-interest-bearing escrow account. Except for those of the Successful Bidder and Backup Bidder(s), the Debtor shall promptly return the Good Faith Deposits of (i) all Qualified Bidders after the Auction; and (ii) the Backup Bidder after the Backup Bid Expiration Date, in each case, as provided for in the underlying Stalking Horse Purchase Agreement, Purchase Agreement, or Final Purchase Agreement (as applicable).

17. Reservation of Rights

The Debtors shall retain all rights to any of their Assets that are not subject to the Sale that is approved by the Court at the Sale Hearing.

18. Fiduciary Out

Notwithstanding anything to the contrary in these Bidding Procedures, nothing in these Bidding Procedures or the Bidding Procedures Order shall require any Debtor or the board of directors, board of managers, or similar governing body of any Debtor, after consulting with counsel, to take any action or to refrain from taking any action related to any sale transaction to the extent taking or failing to take such action would be inconsistent with applicable law or its fiduciary obligations under applicable law.

Further, notwithstanding anything to the contrary in these Bidding Procedures, through the date of the Auction (if held), nothing in these Bidding Procedures or the Bidding Procedures Order shall diminish the right of any of the Debtors and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives to: (a) consider, respond to, and facilitate alternate proposals for sales or other restructuring transactions involving any or all of the Debtors' Assets (each an "Alternate Proposal"); (b) provide access to non-public information concerning the Debtors to any entity or enter into confidentiality agreements or nondisclosure agreements with any entity; (c) maintain or continue discussions or negotiations with respect to Alternate Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternate Proposals; and (e) enter into or continue discussions or negotiations with holders of claims against or equity interests in any Debtor or any other party in interest in these Chapter 11 Cases (including the United States Trustee), or any other entity regarding Alternate Proposals.

19. Modifications

The Bidding Procedures may be modified by the Debtors, after consultation with the Consultation Parties, in any manner that is not inconsistent with or otherwise in contravention of the other terms of these Bidding Procedures, including, without limitation, (a) waiving the terms and conditions set forth herein with respect to any or all Potential Bidders, (b) imposing additional terms and conditions with respect to any or all Potential Bidders, (c) extending the deadlines set forth herein or the date for the Auction and/or Sale Hearing (which may occur in open court); or (d) amending the Bidding Procedures as they may determine to be in the best interests of their estates; provided that all such modifications are disclosed to all Potential Bidders (if applicable) or Qualified Bidders (if applicable) prior to or during the Auction.

Summary report: Litera Compare for Word 11.11.0.158 Document comparison done on 4/10/2025 2:02:48 PM	
Style name: GT-7 - Moves included, headers and footers included, no comments	
Intelligent Table Comparison: Active	
Original DMS: iw://dmsamericas.gtlaw.com/active/709452062/1 - Air Pros - Bidding Procedures [Proposed, Filed with Motion].docx	
Modified DMS: iw://dmsamericas.gtlaw.com/active/709701656/3 - Air Pros - Exhibit 1 to Bid Procedures Order re Bidding Procedures [draft].docx	
Changes:	
<u>Add</u>	38
Delete	19
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	57

Exhibit 2

1. **Exhibit 2-A:** Doug's/Dream Team/Hansen Stalking Horse Purchase Agreement, filed at Docket No. 34-3
2. **Exhibit 2-B:** ECM Stalking Horse Purchase Agreement, filed at Docket No. 34-4
3. **Exhibit 2-C:** Dallas Plumbing Stalking Horse Purchase Agreement, filed at Docket No. 34-5
4. **Exhibit 2-D:** CM/Air Force Stalking Horse Purchase Agreement, filed at Docket No. 34-6
5. **Exhibit 2-E:** One Source Stalking Horse Purchase Agreement, filed at Docket No. 34-7
6. **Exhibit 2-F:** Air Pros Legacy Stalking Horse Purchase Agreement, filed at Docket No. 34-8

Exhibit 3

Form Auction and Sale Notice

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

**NOTICE OF PROPOSED SALE, BIDDING PROCEDURES,
AUCTION, AND SALE HEARING**

PLEASE TAKE NOTICE THAT:

1. On March 16, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia (the “Court”).

2. On March 18, 2025, the Debtors filed the *Motion of the Debtors for Entry of Orders (I)(A) Establishing Bidding Procedures Relating to the Sale of the Debtors’ Assets, (B) Approving the Debtors’ Entry into the Stalking Horse Purchase Agreements and Related Bid Protections, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Approving Form and Manner of Notices Relating Thereto, (E) Scheduling a Hearing to Consider the Proposed Sale, and (F) Granting Related Relief* (the “Bid Procedures Motion”); and (II)(A) *Approving the Sale of the Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [D.I. ~~13~~34, as amended, D.I. 55] (the “Sale Motion”, and together with the Bid Procedures Motion, the “Motion”)² with the Court.

3. At a hearing on April ~~13~~14, 2025, the Court approved the Bid Procedures Motion [D.I. [●]] (the “Bidding Procedures Order”).

¹ The last four digits of AFH Air Pros, LLC’s tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, ~~for which joint administration has been requested~~, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/airpros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

4. The Debtors are seeking competitive bids in connection with a sale (the “Sale”) of any portion, or all, of the assets of the Debtors (the “Assets”).

5. As set forth in the Motion and the Bidding Procedures (which are annexed to the Bidding Procedures Order), the Debtors have entered into six (6) Stalking Horse Purchase Agreements for the sale of certain or all of the Assets, each of which is subject to higher or otherwise better offers.

6. Approval of the Sale of the Assets to the Stalking Horse Bidders or other Successful Bidder may result in, among other things, the assumption, assignment, and/or transfer by the Debtors of certain executory contracts and unexpired leases. If you are counterparty to an executory contract or unexpired lease with the Debtors, you will receive a separate notice regarding the Assumption and Assignment Procedures that contains additional relevant dates and other information that may impact you as counterparty to such executory contract or unexpired lease.

CONTACT PERSONS FOR PARTIES INTERESTED IN SUBMITTING A BID

7. The Bidding Procedures set forth the requirements for submitting a Qualified Bid, and any person interested in making an offer to purchase the Assets **must** comply strictly with the Bidding Procedures. **Only Qualified Bids will be considered by the Debtors.** Any interested persons should contact:

[Proposed] Investment Banker to Debtors (via electronic mail)	[Proposed] Counsel to Debtors (via electronic mail)
Jefferies, LLC 520 Madison Ave New York, NY 10022 Attn: Bryan Hliboki (bhliboki@jefferies.com), copying Project_Sunshine.DD@jefferies.com	Greenberg Traurig, LLP Terminus 200 3333 Piedmont Road, NE, Suite 2500 Atlanta, Georgia 30305 Telephone: (678) 553-2100 Attn: David B. Kurzweil (KurzweilD@gtlaw.com) Matthew A. Petrie (PetrieM@gtlaw.com) and Greenberg Traurig, LLP One Vanderbilt Avenue New York, New York 10017 Telephone: (212) 801-6826 Attn: Leo Muchnik (MuchnikL@gtlaw.com)

OBTAINING ADDITIONAL INFORMATION

8. Copies of the Motion, the Bidding Procedures Order, the Bidding Procedures, and other case documents can be obtained free of charge (i) on the case website maintained by the Debtors’ claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at

<https://www.veritaglobal.net/airpros>, or (ii) upon written request to counsel to the Debtors undersigned below.

IMPORTANT DATES AND DEADLINES

9. The dates and deadlines set forth below have been approved by the Bidding Procedures Order:

- a) The deadline for Qualified Bidders to submit a binding Qualified Bid is May 5, 2025 at 4:00 p.m. (prevailing Eastern Time) (the “Bid Deadline”).
- b) The deadline to object to the Sale and entry of an order (or orders) by the Court approving the Sale (a “Sale Objection”), including objections to Cure Costs and to the adequate assurance of future performance by any Stalking Horse Bidder, is May 5, 2025 at 4:00 p.m. (prevailing Eastern Time) (the “Sale Objection Deadline”).
- c) In the event that the Debtors receive two or more Qualified Bids by the Bid Deadline for the same Assets (in whole or in part), the Debtors intend to conduct an Auction to determine the highest or otherwise best bid with respect to the Assets. The Auction shall commence at 10:00 a.m. (prevailing Eastern Time) on May 9, 2025, at the offices of Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, or such other place as determined by the Debtors, and continue thereafter until completed. Any creditor that submits a written request to attend the Auction to counsel for the Debtors no later than one (1) business day prior to the Auction shall be entitled to attend the Auction; a request must include the creditor’s email address.
- d) In the event an Auction is conducted for the Assets, following the conclusion of the Auction and not later than May 10, 2025, subject to the filing of a notice by the Debtors indicating that the Auction has not concluded by such time, the Debtors will file a notice with the Court that provides the identities of the Successful Bidder and the Backup Bidder, as well as the Successful Bid and the Backup Bid. In addition to serving such notice on the United States Trustee, the Debtors will serve such notice by fax, electronic mail, or overnight delivery (with overnight delivery to be used solely in the event neither fax nor electronic mail information is available) on (i) the non-Debtor parties to the Assumed Contracts that have been identified in such Successful Bid and Backup Bid and (ii) those creditors who provide a written request for such notice along with their fax numbers, email addresses, or mailing addresses to counsel for the Debtors.
- e) The deadline by which all objections to (i) the manner of and conduct at the Auction (if applicable), and/or (ii) the identity/adequate assurance information of the Successful Bidder (other than the Stalking Horse Bidders) (an “Auction Objection”) is May 13, 2025 at 4:00 p.m. (prevailing Eastern Time) (the “~~Post-Auction~~Post-Auction Objection Deadline”).

- f) The Sale Hearing shall be conducted by the Court on May 1~~6~~⁹, 2025 at [●] (prevailing Eastern Time), or on such other date as the Court may direct. in the Bidding Procedures.

OBJECTIONS

10. All Sale Objections and Auction Objections must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court, and (d) be filed with the Court and served so as to be **actually received** no later than the Sale Objection Deadline and Post-Auction Objection Deadline (as applicable) by:

a. [proposed] counsel for the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com), and Greenberg Traurig, LLP, One Vanderbilt Avenue, New York, New York 10017, Attn: Leo Muchnik (MuchnikL@gtlaw.com);

b. the Office of the U.S. Trustee, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia 30303, Attn: Jonathan S. Adams, Esq. (Jonathan.S.Adams@usdoj.gov);

c. counsel for the Debtors' prepetition and postpetition agent and lenders, Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com), and Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com);

d. proposed counsel to ~~anythe~~ ~~Official~~ ~~e~~Committee of ~~u~~Unsecured ~~e~~Creditors appointed in these Chapter 11 Cases ~~(upon such appointment);~~, Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, New York, New York 10017, Attn: Bradford J. Sandler, Esq. (Bsandler@pszjlaw.com), Paul J. Labov, Esq. (Plabov@pszjlaw.com), and Cia Mackle, Esq. (Cmackle@pszjlaw.com);

e. counsel to the Doug's/Dream Team/Hansen Stalking Horse Bidder, Buchanan Ingersoll & Rooney PC, 401 E Jackson St., Suite 2400, Tampa, Florida 33602, Attn: David T. Cellitti (David.Cellitti@bipc.com);

f. counsel to the ECM Stalking Horse Bidder, King & Spalding LLP, 1180 Peachtree Street NE, Suite 1600, Atlanta, Georgia 30309, Attn: Jeffrey R. Duston (jdutson@kslaw.com), William Jordan (wjordan@kslaw.com), Christopher K. Coleman (christopher.coleman@kslaw.com) and Kristen Landers (klanders@kslaw.com);

g. counsel to the Dallas Plumbing Stalking Horse Bidder, (i) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Jeffrey Pawlitz (jpawlitz@willkie.com) and Betsy L. Feldman (bfeldman@willkie.com) and

(ii) Eversheds Sutherland (US) LLP, 999 Peachtree St., N.E., Suite 2300, Atlanta, Georgia 30309, Attn: David Wender (davidwender@eversheds-sutherland.com);

h. counsel to the CM/Air Force Stalking Horse Bidder, Akerman LLP, 98 Southeast Seventh Street, Suite 1100, Miami, Florida 33131, Attn: Martin G. Burkett (martin.burkett@akerman.com), John H. Thompson (john.thompson@akerman.com), Michael B. Fernandez (mike.fernandez@akerman.com), and Carlos M. de la Cruz III (carlos.delacruz@akerman.com);

i. counsel to the One Source Stalking Horse Bidder, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204-2023, Attn: Elijah J. Hammans (ehammans@taftlaw.com) and W. Timothy Miller (miller@taftlaw.com);

j. counsel to the Air Pros Legacy Stalking Horse Bidder, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131, Attn: Jordi Gusó (jguso@bergersingerman.com) and Michel Debolt (mdebolt@bergersingerman.com); and

k. all parties that have requested notice in these Chapter 11 Cases.

CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION

ANY PARTY OR ENTITY WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION ON OR BEFORE THE APPLICABLE OBJECTION DEADLINE IN ACCORDANCE WITH THE ENTERED BIDDING PROCEDURES ORDER MAY BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE TRANSFERRED ASSETS OF THE DEBTOR ESTATES FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS EFFECTED THEREUNDER.

NO SUCCESSOR LIABILITY

THE SALE WILL BE FREE AND CLEAR OF, AMONG OTHER THINGS, ANY CLAIM ARISING FROM ANY CONDUCT OF THE DEBTORS PRIOR TO THE CLOSING OF THE SALE, WHETHER KNOWN OR UNKNOWN, WHETHER DUE OR TO BECOME DUE, WHETHER ACCRUED, ABSOLUTE, CONTINGENT OR OTHERWISE, SO LONG AS SUCH CLAIM ARISES OUT OF OR RELATES TO EVENTS OCCURRING PRIOR TO THE CLOSING OF THE SALE. ACCORDINGLY, AS A RESULT OF THE SALE, THE SUCCESSFUL BIDDER WILL NOT BE A SUCCESSOR TO ANY OF THE DEBTORS BY REASON OF ANY THEORY OF LAW OR EQUITY, AND THE SUCCESSFUL BIDDER WILL HAVE NO LIABILITY, EXCEPT AS EXPRESSLY PROVIDED IN THE SUCCESSFUL BIDDER'S ASSET PURCHASE AGREEMENT, FOR ANY LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS AGAINST OR IN ANY OF THE DEBTORS UNDER ANY THEORY OF LAW, INCLUDING SUCCESSOR LIABILITY THEORIES.

Dated: _____, 2025

GREENBERG TRAURIG, LLP

DRAFT

David B. Kurzweil (Ga. Bar. No. 434092)

Matthew A. Petrie (Ga. Bar. No. 227556)

Terminus 200

3333 Piedmont Road, NE, Suite 2500

Atlanta, Georgia 30305

Telephone: (678) 553-2100

Email: kurzweild@gtlaw.com

petriem@gtlaw.com

*[Proposed] Counsel for the Debtors and
Debtors in Possession*

Summary report: Litera Compare for Word 11.11.0.158 Document comparison done on 4/10/2025 12:33:22 PM	
Style name: GT-7 - Moves included, headers and footers included, no comments	
Intelligent Table Comparison: Active	
Original DMS: iw://dmsamericas.gtlaw.com/active/709792782/1 - Air Pros - Exhibit 3 to Bid Procedures Order Re Sale and Auction Notice [Proposed, Filed with Motion].docx	
Modified DMS: iw://dmsamericas.gtlaw.com/active/709793366/1 - Air Pros - Exhibit 3 to Bid Procedures Order Re Sale and Auction Notice [Draft].docx	
Changes:	
<u>Add</u>	17
Delete	12
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	29

Exhibit 4

Form Notice of Potential Assumption and Assignment

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,¹
Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

Ref. Docket No. ____

**NOTICE OF PROPOSED ASSUMPTION AND
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS**

PLEASE TAKE NOTICE THAT:

1. On March 16, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia (the “Court”).

2. On March 18, 2025, the Debtors filed the *Motion of the Debtors for Entry of Orders (I)(A) Establishing Bidding Procedures Relating to the Sale of the Debtors’ Assets, (B) Approving the Debtors’ Entry into the Stalking Horse Purchase Agreements and Related Bid Protections, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Approving Form and Manner of Notices Relating Thereto, (E) Scheduling a Hearing to Consider the Proposed Sale, and (F) Granting Related Relief* (the “Bid Procedures Motion”); and (II)(A) *Approving the Sale of the Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [D.I. ~~134~~34, as amended, D.I. 55] (the “Sale Motion”, and together with the Bid Procedures Motion, the “Motion”)² with the Court.

3. On April [●], 2025, the Court entered an order approving the Bid Procedures Motion [D.I. [●]] (the “Bidding Procedures Order”), granting certain of the relief sought in the Bid Procedures Motion, including, among other things, approving: (a) the Bidding

¹ The last four digits of AFH Air Pros, LLC’s tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, ~~for which joint administration has been requested~~, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/airpros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Procedures, which establish the key dates and times related to the Sale and the Auction, and (b) the Assumption and Assignment Procedures.

4. The hearing to consider the Sale (the “Sale Hearing”) shall be conducted by the Court on May 16⁹, 2025 at [●] (prevailing Eastern Time), or on such other date as the Court may direct. in the Bidding Procedures.

5. Upon the closing of the Sale, the Debtors may assume and assign to the Stalking Horse Bidder(s) or any other Successful Bidder(s) the Assumed Contracts.

6. A schedule listing the Assumed Contracts is attached hereto as **Schedule A** (the “Assumed Contracts List”). The cure costs, if any, necessary for the assumption and assignment of the Assumed Contracts (the “Cure Costs”) are also set forth on the Assumed Contracts List. The Cure Costs listed reflect the amount required to cure any defaults or arrears existing under each of the Assumed Contracts, based on the Debtors’ books and records. The Cure Costs are not dispositive for any other purpose, including for voting or distribution purposes.

7. **YOU ARE RECEIVING THIS NOTICE BECAUSE THE DEBTORS HAVE IDENTIFIED YOU AS A COUNTERPARTY TO A POTENTIAL ASSUMED CONTRACT.** The mere listing of an Assumed Contract on the Assumed Contracts List does not require or guarantee that such Assumed Contract will be assumed or assumed and assigned by the Debtors at any time or constitute any admission or agreement of the Debtors that such Assumed Contract is an executory contract or unexpired lease, and all rights of the Debtors, each Stalking Horse Bidder, or other Successful Bidder are reserved. Only those Assumed Contracts that are included on a schedule of assumed and acquired contracts attached to the final asset purchase agreement with the Successful Bidder(s) (including amendments or modifications to such schedules in accordance with such asset purchase agreement) will be assumed and assigned to the Successful Bidder(s).

OBTAINING ADDITIONAL INFORMATION

8. Copies of the Motion, the Bidding Procedures Order, the Bidding Procedures, and other case documents can be obtained free of charge (i) on the case website maintained by the Debtors’ claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at <https://www.veritaglobal.net/airpros>, or (ii) upon written request to counsel to the Debtors undersigned below.

FILING OBJECTIONS

9. Pursuant to the Assumption and Assignment Procedures and the Bidding Procedures Order, any objections (each, an “Assumed Contract Objection”) to the proposed assumption and assignment of an Assumed Contract, the proposed Cure Costs (if any), and/or adequate assurance of future performance by the Stalking Horse Bidder must (a) state, with specificity, the legal and factual basis for the objection and, if applicable, what Cure Costs are required, (b) include appropriate documentation in support thereof, (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this

Court, and (d) be filed with the Court and served so as to be **actually received** by no later than **May 5, 2025 at 4:00 p.m. (prevailing Eastern Time)** (the “**Sale Objection Deadline**”) on the following parties (collectively, the “**Objection Notice Parties**”):

- a) [proposed] counsel for the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com), and Greenberg Traurig, LLP, One Vanderbilt Avenue, New York, New York 10017, Attn: Leo Muchnik (MuchnikL@gtlaw.com);
- b) the Office of the U.S. Trustee, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia 30303, Attn: Jonathan S. Adams, Esq. (Jonathan.S.Adams@usdoj.gov);
- c) counsel for the Debtors’ prepetition and postpetition agent and lenders, Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com), and Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com);
- d) proposed counsel to ~~any~~the ~~o~~Official ~~e~~Committee of ~~u~~Unsecured ~~e~~Creditors appointed in these Chapter 11 Cases ~~(upon such appointment);~~, Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, New York, New York 10017, Attn: Bradford J. Sandler, Esq. (Bsandler@pszjlaw.com), Paul J. Labov, Esq. (Plabov@pszjlaw.com), and Cia Mackle, Esq. (Cmackle@pszjlaw.com);
- e) counsel to the Doug’s/Dream Team/Hansen Stalking Horse Bidder, Buchanan Ingersoll & Rooney PC, 401 E Jackson St., Suite 2400, Tampa, Florida 33602, Attn: David T. Cellitti (David.Cellitti@bipc.com);
- f) counsel to the ECM Stalking Horse Bidder, King & Spalding LLP, 1180 Peachtree Street NE, Suite 1600, Atlanta, Georgia 30309, Attn: Jeffrey R. Duston (jdutson@kslaw.com), William Jordan (wjordan@kslaw.com), Christopher K. Coleman (christopher.coleman@kslaw.com) and Kristen Landers (klanders@kslaw.com);
- g) counsel to the Dallas Plumbing Stalking Horse Bidder, (i) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Jeffrey Pawlitz (jpawlitz@willkie.com) and Betsy L. Feldman (bfeldman@willkie.com) and (ii) Eversheds Sutherland (US) LLP, 999 Peachtree St., N.E., Suite 2300, Atlanta, Georgia 30309, Attn: David Wender (davidwender@eversheds-sutherland.com);
- h) counsel to the CM/Air Force Stalking Horse Bidder, Akerman LLP, 98 Southeast Seventh Street, Suite 1100, Miami, Florida 33131, Attn: Martin G. Burkett (martin.burkett@akerman.com), John H. Thompson (john.thompson@akerman.com),

Michael B. Fernandez (mike.fernandez@akerman.com), and Carlos M. de la Cruz III (carlos.delacruz@akerman.com);

- i) counsel to the One Source Stalking Horse Bidder, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204-2023, Attn: Elijah J. Hammans (ehammans@taftlaw.com) and W. Timothy Miller (miller@taftlaw.com);
- j) counsel to the Air Pros Legacy Stalking Horse Bidder, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131, Attn: Jordi Gusó (jguso@bergersingerman.com) and Michel Debolt (mdebolt@bergersingerman.com); and
- k) all parties that have requested notice in these Chapter 11 Cases.

10. Any objections (each, an “Adequate Assurance Objection”) to the proposed form of adequate assurance of future performance by the Successful Bidder, other than any Stalking Horse Bidder, must (a) state, with specificity, the legal and factual basis for the objection, (b) include any appropriate documentation in support thereof, (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court, and (d) be filed with the Court and served so as to be **actually received** by the Objection Notice Parties no later than **May 13, 2025 at 4:00 p.m. (prevailing Eastern Time)** (the “Post-Auction Objection Deadline”).

11. All Assumed Contract Objections and Adequate Assurance Objections will be considered at the Sale Hearing, or as soon thereafter as counsel may be heard.

CONSEQUENCES OF FAILING TO TIMELY FILE AND SERVE AN OBJECTION

ANY COUNTERPARTY TO AN ASSUMED CONTRACT WHO FAILS TO TIMELY FILE AND SERVE AN ASSUMED CONTRACT OBJECTION BEFORE THE SALE OBJECTION DEADLINE OR AN ADEQUATE ASSURANCE OBJECTION BEFORE THE POST-AUCTION OBJECTION DEADLINE (IF APPLICABLE) SHALL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING ANY OBJECTION TO THE ASSUMPTION AND ASSIGNMENT OF THE ASSUMED CONTRACT, THE CURE COSTS (IF ANY), AND THE ADEQUATE ASSURANCE OF FUTURE PERFORMANCE PROVIDED BY THE STALKING HORSE BIDDER OR OTHER SUCCESSFUL BIDDER.

Dated: _____, 2025

GREENBERG TRAURIG, LLP

DRAFT

David B. Kurzweil (Ga. Bar. No. 434092)
Matthew A. Petrie (Ga. Bar. No. 227556)
Terminus 200
3333 Piedmont Road, NE, Suite 2500
Atlanta, Georgia 30305
Telephone: (678) 553-2100

Email: kurzweild@gtlaw.com
petriem@gtlaw.com

*[Proposed] Counsel for the Debtors and
Debtors in Possession*

Schedule A

Executory Contracts and Unexpired Leases Subject to Assumption and Assignment

Summary report: Litera Compare for Word 11.11.0.158 Document comparison done on 4/10/2025 12:24:38 PM	
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Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	24

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

Ref. Docket No. ____

**NOTICE OF ASSUMPTION AND ASSIGNMENT
OF CUSTOMER MEMBERSHIPS AND WARRANTIES**

PLEASE TAKE NOTICE THAT:

1. On March 16, 2025, the above-captioned debtors (the “Debtors”) commenced cases under chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court for the Northern District of Georgia (the “Court”).
2. On March 18, 2025, the Debtors filed a motion seeking entry of an order approving Bidding Procedures, which establish key dates and times related to the Sale and the Auction, and the Sale [D.I. ~~34~~34, as amended, D.I. 55] (the “Motion”).²
3. On April ~~14~~14, 2025, the Court entered an order approving the Bidding Procedures and the procedures for assuming and assigning customer memberships and warranties [D.I. [●]].
4. The Court’s hearing to consider approval of the Sale is scheduled to occur on May ~~15~~19, 2025 at [●] (Eastern Time), or on such other date as the Court may direct (the “Sale Hearing”).
5. Upon closing the Sale, the Debtors may assume and assign to the Successful Bidder(s) certain contracts maintained with customers, including memberships and warranties, which the Successful Bidder(s) shall assume and perform under.
6. **YOU ARE RECEIVING THIS NOTICE BECAUSE THE DEBTORS HAVE IDENTIFIED YOU AS AN EXISTING OR FORMER CUSTOMER.** The mere receipt of this Notice should not be construed as an admission that you maintain an agreement with or claim against the Debtors.

¹ The last four digits of AFH Air Pros, LLC’s tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, ~~for which joint administration has been requested,~~ a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/airpros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

OBTAINING ADDITIONAL INFORMATION

7. All case documents can be obtained on the case website maintained by the Debtors' claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at <https://www.veritaglobal.net/airpros>.

FILING OBJECTIONS

8. Any objections to the Sale, the proposed assumption and assignment of a customer membership or warranty, and/or adequate assurance of future performance by any Stalking Horse Bidder, must (a) state the legal and factual basis for the objection, (b) include appropriate supporting documentation, (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court, and (d) be filed with the Court and served so as to be **actually received** by no later than **May 5, 2025 at 4:00 p.m. (Eastern Time)** on the following:

- a) [proposed] counsel for the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com), and Greenberg Traurig, LLP, One Vanderbilt Avenue, New York, New York 10017, Attn: Leo Muchnik (MuchnikL@gtlaw.com);
- b) the Office of the U.S. Trustee, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia 30303, Attn: Jonathan S. Adams, Esq. (Jonathan.S.Adams@usdoj.gov);
- c) counsel for the Debtors' prepetition and postpetition agent and lenders, Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com), and Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com);
- ~~d) counsel to any official committee of unsecured creditors appointed in these Chapter 11 Cases (upon such appointment);~~
- d) proposed counsel to the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases: Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, New York, New York 10017, Attn: Bradford J. Sandler, Esq. (Bsandler@pszjlaw.com), Paul J. Labov, Esq. (Plabov@pszjlaw.com) and Cia Mackle, Esq. (Cmackle@pszjlaw.com);
- e) counsel to the Doug's/Dream Team/Hansen Stalking Horse Bidder, Buchanan Ingersoll & Rooney PC, 401 E Jackson St., Suite 2400, Tampa, Florida 33602, Attn: David T. Cellitti (David.Cellitti@bipc.com);
- f) counsel to the ECM Stalking Horse Bidder, King & Spalding LLP, 1180 Peachtree Street NE, Suite 1600, Atlanta, Georgia 30309, Attn: Jeffrey R. Duston (jduston@kslaw.com), William Jordan (wjordan@kslaw.com), Christopher K. Coleman (christopher.coleman@kslaw.com) and Kristen Landers (klanders@kslaw.com);
- g) counsel to the Dallas Plumbing Stalking Horse Bidder, (i) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Jeffrey Pawlitz (jpawlitz@willkie.com) and Betsy L. Feldman (bfeldman@willkie.com) and

- (ii) Eversheds Sutherland (US) LLP, 999 Peachtree St., N.E., Suite 2300, Atlanta, Georgia 30309, Attn: David Wender (davidwender@eversheds-sutherland.com);
- h) counsel to the CM/Air Force Stalking Horse Bidder, Akerman LLP, 98 Southeast Seventh Street, Suite 1100, Miami, Florida 33131, Attn: Martin G. Burkett (martin.burkett@akerman.com), John H. Thompson (john.thompson@akerman.com), Michael B. Fernandez (mike.fernandez@akerman.com), and Carlos M. de la Cruz III (carlos.delacruz@akerman.com);
- i) counsel to the One Source Stalking Horse Bidder, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204-2023, Attn: Elijah J. Hammans (ehammans@taftlaw.com) and W. Timothy Miller (miller@taftlaw.com);
- j) counsel to the Air Pros Legacy Stalking Horse Bidder, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131, Attn: Jordi Gusó (jguso@bergersingerman.com) and Michel Debolt (mdebolt@bergersingerman.com); and
- k) all parties that have requested notice in these Chapter 11 Cases (collectively, the “Objection Notice Parties”).
9. Any objections to the proposed form of adequate assurance of future performance by a Successful Bidder other than any Stalking Horse Bidder must (a) state the legal and factual basis for the objection, (b) include appropriate supporting documentation, (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court, and (d) be filed with the Court and served so as to be **actually received** by the Objection Notice Parties no later than **May 13, 2025 at 4:00 p.m. (Eastern Time)**.
10. All objections will be considered at the Sale Hearing or as soon thereafter as counsel may be heard.

CONSEQUENCES OF FAILING TO TIMELY FILE AND SERVE AN OBJECTION

ANY CUSTOMER WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION BEFORE THE APPLICABLE DEADLINE SHALL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING ANY OBJECTION TO THE SALE, THE ASSUMPTION AND ASSIGNMENT OF THE ASSUMED CONTRACT, AND THE ADEQUATE ASSURANCE OF FUTURE PERFORMANCE PROVIDED BY THE SUCCESSFUL BIDDER.

Exhibit 6

Form Notice of Successful Bidder

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

NOTICE OF SUCCESSFUL BIDDER[S]

PLEASE TAKE NOTICE THAT pursuant to the *Order (A) Establishing Bidding Procedures Relating to the Sale of the Debtors' Assets, (B) Approving the Debtors' Entry into the Stalking Horse Purchase Agreements and Related Bid Protections, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Approving Form and Manner of Notices Relating Thereto, (E) Scheduling a Hearing to Consider the Proposed Sale, and (F) Granting Related Relief* [D.I. [●]] (the "Bidding Procedures Order"),² entered by the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court") on April [●], 2025, the above captioned debtors and debtors in possession (collectively, the "Debtors") have accepted [a bid][bids] for the purchase of [substantially all] of the Debtors' assets (the "Sale") pursuant to the terms set forth in the asset purchase agreement[s] (the, "Purchase Agreement[s]") dated as of [●], 2025 between the Debtors and [●] (the "Purchaser[s]"), substantially in the form[s] attached hereto as **Exhibit[s] A.**

PLEASE TAKE FURTHER NOTICE THAT at the Sale Hearing to be held on May 16⁹, 2025 at [●] (prevailing Eastern Time) before the Honorable Paul M. Baisier, at the Bankruptcy Court, [Richard B. Russell Federal Building and United States Courthouse 75 Ted Turner Drive, SW Atlanta, Georgia 30303 / Lewis R. Morgan Federal Building and United States Courthouse, 18 Greenville Street, Newnan, Georgia 30263], the Debtors will seek entry of an order, approving the Sale free and clear of all liens, claims, interests and encumbrances except as otherwise provided in the [applicable] Purchase Agreement[s] with the [applicable] Purchaser[s].

¹ The last four digits of AFH Air Pros, LLC's tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, ~~for which joint administration has been requested~~, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/airpros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Bidding Procedures Order.

Dated: _____, 2025

GREENBERG TRAURIG, LLP

DRAFT

David B. Kurzweil (Ga. Bar. No. 434092)

Matthew A. Petrie (Ga. Bar. No. 227556)

Terminus 200

3333 Piedmont Road, NE, Suite 2500

Atlanta, Georgia 30305

Telephone: (678) 553-2100

Email: kurzweild@gtlaw.com

petriem@gtlaw.com

*[Proposed] Counsel for the Debtors and
Debtors in Possession*

Summary report: Litera Compare for Word 11.11.0.158 Document comparison done on 4/10/2025 12:28:52 PM	
Style name: GT-7 - Moves included, headers and footers included, no comments	
Intelligent Table Comparison: Active	
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Modified DMS: iw://dmsamericas.gtlaw.com/active/709806806/1 - Air Pros - Exhibit 6 to Bid Procedures Order Re Notice of Successful Bidder [DRAFT].docx	
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