

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)

AMENDMENT AND SECOND SUPPLEMENT
TO 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 14, 2025, the Court entered an order approving the Bid Procedures Motion [D.I. 193] (the “Bidding Procedures Order”), granting certain of the relief sought in the Bid Procedures Motion, including, among other things, approving: (a) the Bidding Procedures,

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.



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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 1:00 p.m. (prevailing Eastern Time), or on such other date as the Court may direct, 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 30303.³**

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. On April 17, 2025, the Debtors filed the *Notice of Proposed Assumption and Assignment of Certain Executory Contracts* [D.I. 220] (the “Original Cure Notice”), setting forth on Schedule A annexed thereto a list of Assumed Contracts and proposed Cure Costs (as defined in the Original Cure Notice).

7. On April 18, 2025, the Debtors filed the *Supplement to Notice of Proposed Assumption and Assignment of Certain Executory Contracts* [D.I. 225] (the “Supplemental Cure Notice” and together with the Original Cure Notice, the “Cure Notices”), setting forth on Schedule A annexed thereto a list of Assumed Contracts and proposed Cure Costs (as defined in the Supplemental Cure Notice).

8. Attached hereto on Schedule A is a list of an additional Assumed Contract that may be assumed and assigned in connection with the Sale that was not included in the Cure Notices (the “Assumed Contract List”). The cure costs, if any, necessary for the assumption and assignment of the Assumed Contract (the “Cure Costs”) are also set forth on the Assumed Contract List. The Cure Costs listed reflect the amount required to cure any defaults or arrears existing under the Assumed Contract, based on the Debtors’ books and records. The Cure Costs are not dispositive for any other purpose, including for voting or distribution purposes.

9. To date, the Debtors received two informal objections related to the Original Cure Notice. First, with respect to that certain Master Equity Lease Agreement between Air Pros Solutions Holdings LLC and Enterprise FM Trust (the “Enterprise Lease”), the counterparty disputed the Cure Costs set forth in the Initial Cure Notice. Attached hereto on Schedule B is an

³ Parties may attend the Sale Hearing in **Courtroom 1202 in the Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303** or virtually via **Judge Baisier’s Virtual Hearing Room**. The link for the Virtual Hearing Room can be found on Judge Baisier’s webpage at <https://www.ganb.uscourts.gov/content/honorable-paul-m-baisier> and is best used on a desktop or laptop computer but may be used on a phone or tablet. Participants’ devices must have a camera and audio. You may also join the Virtual Hearing Room through the “Dial-In and Virtual Bankruptcy Hearing Information” link at the top of the homepage of the Court’s website, www.ganb.uscourts.gov. Please review “Instructions for Appearing by Telephone and Video Conference” located under the “Hearing Information” tab on the judge’s webpage prior to the hearing. You should be prepared to appear at the hearing via video, but you may leave your camera in the off position unless you are speaking or until the Court instructs otherwise. Unrepresented persons who do not have video capability may use the telephone dial-in information on the judge’s webpage.

amendment to the Assumed Contracts List annexed to the Initial Cure Notice that amends the Cure Costs for the Enterprise Lease.

10. Second, with respect to that certain Unexpired Lease between Air Pros Solutions, LLC and Graham & Graham Ltd., the counterparty noted that the date set forth on the Initial Cure Notice for the Unexpired Lease was incorrect. Attached hereto on Schedule C is an amendment to the Assumed Contracts List annexed to the Initial Cure Notice that corrects the date of the Unexpired Lease with Graham & Graham Ltd.

11. **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 Contract 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

12. 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

13. 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 the Assumed Contracts on Schedule A and Schedule B hereto, 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 12, 2025 at 4:00 p.m. (prevailing Eastern Time)** (the "Sale Objection Deadline") on the following parties (collectively, the "Objection Notice Parties"): ⁴

⁴ For the avoidance of doubt, the Sale Objection Deadline set forth in this Paragraph 13 applies only to the counterparties set forth on Schedule A and Schedule B hereto. The Sale Objection Deadline for the counterparty set forth on Schedule C is May 5, 2025 at 4:00 p.m. (prevailing Eastern Time).

- a) 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 (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.

14. 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”).

15. 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: April 30, 2025

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil

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

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

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petriem@gtlaw.com

Counsel for the Debtors and Debtors in Possession

Schedule A¹

Executory Contracts and Unexpired Leases Subject to Assumption and Assignment

¹ The listing of an Executory Contract or Unexpired Lease on Schedule A includes any amendments, modifications, or supplements thereto.

Schedule A
Contract Cure Schedule

Line	DebtorName	Contract Counterparty	Address 1	City	State	Zip	Description of Contract	Cure Costs
1	Air Pros, LLC	Aeroseal LLC	225 Byers Rd	Miamisburg	OH	45342	Materials Contract	\$ 377

Schedule B¹

**Amendment to Initial Cure Notice
(Enterprise Lease)**

¹ The listing of an Executory Contract or Unexpired Lease on Schedule B includes any amendments, modifications, or supplements thereto.

Schedule B
Amendment to Initial Cure Notice
(Enterprise Lease)

Line	DebtorName	Contract Counterparty	Creditor Notice Name	Address 1	City	State	Zip	Description of Contract	Cure Amount
40	Air Pros Solutions Holdings, LLC	Enterprise FM Trust	Mark J.Torre	600 Corporate Park Drive	St. Louis	MO	63105	Master Equity Lease Agreement	\$ 667,819

Schedule C¹

**Amendment to Initial Cure Notice
(Graham & Graham Ltd)**

¹ The listing of an Executory Contract or Unexpired Lease on Schedule C includes any amendments, modifications, or supplements thereto.

Schedule C
Amendment to Initial Cure Notice
(Graham Graham Ltd)

Line	DebtorName	Contract Counterparty	Creditor Notice Name	Address 1	City	State	Zip	Description of Contract	Cure Amount
49	Air Pros Solutions, LLC	Graham & Graham, LTD		1501 Foxfire Drive	Apopka	FL	32712	Lease Agreement, dated May 8th, 2024 for property located at 2513 Industrial Boulevard, Orlando, FL, 32804	\$ -