

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

In re:)	
)	Chapter 11
)	
AFH AIR PROS, LLC., et al.,)	Case No. 25-10356-pmb
)	
Debtors. ¹)	(Jointly Administered)
)	
)	

**OBJECTION OF MB PLANO ROAD, LLC TO DEBTORS' PROPOSED CURE
AMOUNT**

MB Plano Road, LLC, successor-in-interest to 11055 Plano Road, LLC, ("MB") files this Objection ("Objection") to the Notice of Proposed Assumption and Assignment of Certain Executory Contracts [Document No. 220], and respectfully states as follows:

I. BACKGROUND

1. On March 16, 2025 (the "Petition Date"), Debtors filed their voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia, Newnan Division (the "Court"). The cases are jointly administered under Case No. 25-10356-pmb.

2. Prior to the Petition Date, on or around July 1, 2022, MB entered into a commercial lease agreement with Dallas Plumbing Air Pros, LLC ("Dallas Plumbing") for the buildings and property located at 11055 Plano Road, Dallas, Texas 75238 (as subsequently amended and restated, the "Lease").

¹ The last four digits of AFH Air Pros, LLC's tax identification numbers 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.



3. The term of the Lease expires on July 1, 2027. Under the Lease, Dallas Plumbing is responsible for payment of, among other things, (i) monthly rent; (ii) its proportionate share of operating costs as defined in the Lease, and (iii) any costs associated with MB's property insurance on the leased space.

4. On April 17, 2025, the Debtors filed their *Notice of Proposed Assumption and Assignment of Certain Executory Contracts* [Document No. 220] (the "Assumption Notice"). Schedule A of the Assumption Notice identifies unexpired contracts and lease agreements, to which the Debtors are a party, and the estimated cure amounts with respect to each contract. Schedule A of the Assumption Notice identifies the Lease and a proposed cure amount of \$0 (the "Proposed Cure Amount"). See Assumption Notice, Item No. 3. The Assumption Notice further provides that any counterparty to an unexpired lease or executory contract must file their objection to the Debtors' proposed cure amount on or before 4:00 p.m. (EST) on May 5, 2025.

5. Counsel for the Debtors agreed to extend MB's objection deadline to May 9, 2025, at 4:00pm (EST) during Proposed Cure Amount discussions.

6. MB's Objection is timely based on the extension provided by Debtors' counsel.

II. OBJECTION

7. Prior to any proposed assumption and assignment of the Lease, the Debtors are required to cure all outstanding defaults pursuant to Bankruptcy Code Section 365(b)(1). 11 U.S.C. § 365(b)(1). The Debtors must also compensate the Landlord for any pecuniary losses under the Lease. 11 U.S.C. § 365(b)(1)(B).

8. MB objects to the Proposed Cure Amount because it fails to consider Dallas Plumbing's outstanding obligations expressly provided for in the Lease. The amount outstanding as of the date of this Objection is \$17,059.36, which consists of unpaid charges arising under the Lease. A true and correct copy of the reconciliation letter is attached hereto as **Exhibit A**.

Accordingly, the actual cure amount under the Lease is at least \$17,059.36 (the “Corrected Cure Amount”).

9. MB requests that the Proposed Cure Amount be corrected and, if the Lease is assumed and assigned, the Correct Cure Amount be paid. In addition to the Corrected Cure Amount detailed herein, as well as any amount accruing between the date of this Objection and the date of assumption, there are accruing charges under the Lease that are subject to year-end adjustment and reconciliation that have not yet been billed under the Lease. Dallas Plumbing continues to be responsible for all such accrued and accruing charges under the Lease when they are billed. Any assignee must also take the assignment of the Lease subject to its terms, and pay all obligations owing under the Lease, including obligations that have accrued but may not have yet been billed under the Lease.

III. RESERVATION OF RIGHTS

10. MB reserves all rights to amend and/or supplement this Objection, including, without limitation, adding any obligations that accrue, arise, or are related to the pre-assumption and assignment period that subsequently become known to MB. MB further reserves its rights to raise any additional objections to any assumption and assignment of the Lease, including the ability of any proposed assignee to perform and to provide the necessary adequate assurance information. MB expressly reserves all rights and remedies at law or in equity against Dallas Plumbing, and nothing in this Objection is intended to, or should be construed to, limit MB’s rights, remedies, or interests with respect to the Lease.

IV. CONCLUSION

WHEREFORE, based on the foregoing, MB respectfully requests that (i) any order authorizing the assumption of the Lease be consistent with this Objection; (ii) the Court require

the Debtors pay MB the Corrected Cure Amount set forth herein; and (iii) the Court grant MB such further relief to which it may be entitled at law or in equity.

Respectfully submitted, this 9th day of May, 2025.

Respectfully Submitted:

/s/ John A. Thomson, Jr.

John A. Thomson, Jr.

Georgia Bar No. 706760

ADAMS AND REESE, L.L.P.

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COUNSEL FOR MB PLANO ROAD, LLC

EXHIBIT A



March 28, 2024

Dallas Plumbing Air Pros
11055 Plano Road
Dallas, Texas

RE: **2023 Operating Expense Recovery Reconciliation**

Dear Sir/Madam:

In accordance with your Lease Agreement, enclosed are the Landlord's Statement of Operating Expenses and Recovery Reconciliations of these expenses for the calendar year of 2023. The computation sheet included reflects your proportionate share of these expenses reconciled against the estimated monthly escrow payments, which were billed to you during 2023. Following is a breakdown of these credits or debits:

:

DESCRIPTION OF CHARGE	AMOUNT
CAM	\$6,193.55
INSURANCE	\$10,865.81
TOTAL	\$17,059.36

Upon review of the computation sheet, please notice that you have a balance in the amount of **\$17,059.36**.

Please remit this payment within 30 days by ACH using the below instructions.

ACH/Wire Information:

[REDACTED]
Beneficiary Name: MB Plano Rd, LLC

Should you have any questions or need additional information regarding the 2023 operating expenses or the recovery reconciliation of these expenses, please contact me at [REDACTED].

Sincerely,

Holt Lunsford Commercial, Inc.
as Agent for MB Plano Road, LLC

Kimberly Summers

Kimberly Summers
Property Manager

Expense Schedule Detail
2023 Year End Recovery Reconciliation
Plano Road

29,962	Building sqft.		RSF	29,962	100.00%
Account Name	Actual Exp. Amt.	Amount Adjusted	Occupancy % 100%	Actual Expense to be Recovered	
CAM					
Elevator - Contract	\$ -		Proportionate share		\$0.00
HVAC - Contract	\$ -		Proportionate share		\$0.00
HVAC - Supplies/Repairs	\$ -		Interior Prorata 0%		\$0.00
Lighting Fixtures EXTERIOR	\$ -		Proportionate share		\$0.00
Lighting Fixtures INTERIOR	\$ -		Proportionate share		\$0.00
Pest Control/Extermination Contract Services	\$ -		Proportionate share		\$0.00
Roofing R & M	\$ -		Proportionate share		\$0.00
Miscellaneous R & M	\$ -		Proportionate share		\$0.00
Janitorial/Cleaning Contract	\$ -		Proportionate share		\$0.00
Window Washing	\$ -		Proportionate share		\$0.00
Association Fees	\$ -		Proportionate share		\$0.00
Fire Protection	\$ -		Proportionate share		\$0.00
Landscape Exterior - Contract	\$ -		Proportionate share		\$0.00
Landscape Exterior - Irrigation	\$ -		Proportionate share		\$0.00
Parking Lot Maintenance & Sweeping	\$ -		Proportionate share		\$0.00
Security Patrol/Courtesy Officer	\$ -		Proportionate share		\$0.00
Trash Removal	\$ -		Proportionate share		\$0.00
Electric - Common	\$ -		Proportionate share		\$0.00
Water/Sewer	\$ -		Proportionate share		\$0.00
Miscellaneous General & Administrative Expenses	\$ -		Proportionate share		\$0.00
Building Manager - Salaries	\$ -		Proportionate share		\$0.00
Property Management Fees	\$ 8,443.55		Proportionate share		\$8,443.55
Total:	\$8,443.55				\$8,443.55
			Paid By Tenant		-\$2,250.00
Total Due(Credit):					\$6,193.55
INSURANCE					
Insurance	\$ 13,208.78		Proportionate share		\$13,208.78
Total:	\$13,208.78				\$13,208.78
			Paid by Tenant		-\$2,342.97
Total Due(Credit):					\$10,865.81
Total: (Owed to Tenant) / Owed from Tenant					\$17,059.36

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Debtors.)	(Jointly Administered)
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)	

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on May 9, 2025, a true and correct copy of the foregoing pleading was filed electronically with the Bankruptcy Court in accordance with the CM/ECF system filing procedures for providing electronic service to all ECF registered counsel by operation of the Court's electronic filing system and served via electronic mail as indicated below:

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The undersigned hereby certifies that on May 9, 2025, a true and correct copy of the foregoing pleading was filed electronically with the Bankruptcy Court in accordance with the CM/ECF system filing procedures for providing electronic service to all ECF registered counsel by operation of the Court's electronic filing system and/or via First Class U.S. Mail as provided below:

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/s/ John A. Thomson, Jr.

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