

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 Nos. 34, 55, 193

DECLARATION OF GABRIEL M. WOOD IN SUPPORT OF SALE MOTION

I, Gabriel M. Wood, hereby declare as follows:

1. I am the President of Columbia Home Services LLC (the “Buyer”). I am over 18 years of age and am competent and qualified to execute this Declaration. I am authorized to submit this Declaration on behalf of the Buyer.

2. I submit this declaration (this “Declaration”) in support of 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*

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.



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Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief [D.I. 34, as amended, D.I. 55] (the “Sale Motion”) filed in the above-captioned bankruptcy case and the closing of the proposed sale of the Acquired Assets under the Dallas Plumbing Stalking Horse Purchase Agreement (the “APA”).²

3. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge. If I were called to testify, I would testify competently to the facts set forth in this Declaration.

4. Buyer is a full-service provider of HVAC, plumbing and electrical services to residential and commercial customers. No common identity of any managers, directors, officers or controlling shareholders exist among Buyer on the one hand, and the Debtors on the other. Buyer is not an affiliate, director, or officer of the Debtors. Prior to the Petition Date, Buyer engaged in extensive discussions with the Debtors regarding an acquisition of the Debtors’ Dallas Plumbing business unit. Following these discussions, the Debtors and the Buyer entered into the APA without collusion, in good faith, and on a fully arm’s-length basis.

5. Buyer has not engaged in any collusive bidding or other misconduct with respect to its offer, the APA, the sale process or the sale of the Acquired Assets. All negotiations have been conducted in good faith and at arm’s length between the Buyer and the Debtors, with each party being represented by separate legal counsel.

6. I believe the terms of the APA are reasonable and appropriate. All of the consideration to be paid to the Debtors is fully disclosed in the APA. Other than the APA, and exhibits and schedules thereto, there are no other agreements, understandings or commitments in respect of any further consideration between the Buyer and the Debtors or their insiders.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Sale Motion or the APA, as applicable.

7. Buyer did not in any way induce or cause the filing of the Debtors' chapter 11 cases. Buyer has not controlled or interfered with the Debtors' sale process. Buyer will continue to act in good faith in connection with the closing of the Sale.

8. Buyer is capitalized with the assets and other resources necessary to timely perform its obligations under the APA. Buyer also has committed capital available to support closing the Sale and operating the go-forward business.

9. The Assumed Contracts being assigned to Buyer are an integral part of the Acquired Assets. Buyer would not have entered into the APA and would not consummate the sale if the Assumed Contracts were not assigned to the Buyer. Based on Buyer's due diligence in connection with its proposed acquisition of the Acquired Assets, I am aware that Buyer will have obligations to certain counterparties on account of the Assumed Contracts after the Closing. I am also generally familiar with the Assumed Contracts based on Buyer's due diligence review of such Contracts. Buyer has sufficient resources available to meet its post-Closing obligations under any Assumed Contracts as they come due. In light of Buyer's financial and operational wherewithal, I am confident that it has established adequate assurance of future performance with respect to any Assumed Contracts.

10. This concludes my Declaration.

[Signature Page Follows]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the law of the United States of America that the foregoing is true and correct.

Executed on May 16, 2025

/s/ Gabriel M. Wood
Printed Name: GABRIEL M. WOOD