

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)

**DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING AND
APPROVING PROCEDURES TO REJECT EXECUTORY CONTRACTS AND
UNEXPIRED LEASES, AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) submit this motion (the “Motion”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), pursuant to sections 105, 363, 365, and 554 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2002, 6006 and 6007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), (i) authorizing and approving procedures (as described herein, the “Rejection Procedures”) for rejecting executory contracts and unexpired leases (each, a “Contract” and collectively, the “Contracts”); and (ii) granting related relief. The Debtors also request authority, but not direction, to remove or abandon personal property of the Debtors, including, without limitation, equipment, fixtures, furniture, and other personal property that may be located on, or have been installed in, leased premises that are subject to a rejected Contract after the effective date of any proposed rejection. In support of this Motion, the Debtors respectfully state as follows:

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.



JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Northern District of Georgia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory and legal predicates for the relief requested herein are sections 105(a), 363, 365, and 554 of the Bankruptcy Code, Bankruptcy Rules 2002, 6006, and 6007, Rules 9006-2, 9013-1, and 9013-2 of the Local Rules of Practice for the United States Bankruptcy Court for the Northern District of Georgia (the “Local Rules”), and the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”).

BACKGROUND

A. The Chapter 11 Cases

4. On March 16, 2025 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with this Court.

5. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

6. On March 31, 2025, the United States Trustee for Region 21 (the “U.S. Trustee”) appointed an official committee of unsecured creditors (the “Committee”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”). *See Appointment and Notice of Committee of Creditors Holding Unsecured Claims* [D.I. 111].

7. No request has been made for the appointment of a trustee or an examiner.

8. Additional information regarding the Debtors' businesses, capital structure, and the circumstances leading to the filing of these Chapter 11 Cases is set forth in the *Declaration of Andrew D.J. Hede in Support of Chapter 11 Petitions and First Day Pleadings* [D.I. 8] (the "First Day Declaration"), which is fully incorporated herein by reference.

B. The Sales

9. On April 14, 2025, the Court entered an *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. 193], which, among other things, approved the Debtors' designation of six different stalking horse purchase agreements (each such purchase agreement, an "APA" and the buyer counterparties thereto, the "Buyers") for the sale of all the Debtors' business units (collectively, the "Sales").

10. On May 19, 2025, the Court entered six orders approving the Debtors' Sales to the Buyers under their respective APAs [D.I. 388-393].

C. The Debtors' Executory Contracts and Unexpired Leases

11. The Debtors are party to over two-hundred Contracts, which include, among other agreements, real property leases, contracts with vendors for the supply of goods and services, and other contracts related to the operation of the Debtors' business. During the pendency of these Chapter 11 Cases, the Debtors may, on a consensual or non-consensual basis, reject the Contracts.

12. The Debtors and the Buyers are in the process of evaluating which Contracts will be assigned to the Buyers under their respective APAs.

13. The Debtors anticipate that certain Sales will start closing over the coming weeks and that, as part of this process, the Debtors will identify Contracts that are no longer beneficial or needed for the Debtors' business operations or are otherwise unfavorable to the Debtors, and, therefore, should be rejected.

14. Absent the relief requested in this Motion, the Debtors would be required to file separate motions to reject or assume Contracts, resulting in substantial costs to, and administrative burdens on, the Debtors' estates—not to mention the attendant burden on the Court's docket. Accordingly, the Debtors hereby request approval of these Rejection Procedures to streamline their ability to reject burdensome Contracts that no longer provide a benefit to the Debtors' estates.

B. The Proposed Rejection Procedures

15. The Debtors seek entry of an Order authorizing and approving the following procedures with respect to rejection of the Contracts (the "Rejection Procedures"):

- a. ***Rejection Notice.*** The Debtors shall, upon not less than two (2) business days' notice to counsel to the DIP Lenders and Prepetition Lenders and counsel for the Committee, file a notice substantially in the form attached to the Proposed Order as **Exhibit 1** (the "Rejection Notice") indicating the Debtors' intent to reject a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the Contract or Contracts to be rejected; (ii) the Debtor or Debtors to such Contract; (iii) the names and addresses of the counterparties to such Contract(s) (each a "Rejection Counterparty" and, collectively, the "Rejection Counterparties"); (iv) the proposed effective date of rejection for each such Contract(s) (the "Rejection Date"), which, in the case of real property leases, shall be the later of (a) such date set forth in the applicable Rejection Notice and (b) the date the Debtors relinquish control of the premises by notifying the affected landlord or such landlord's counsel of the Debtors' surrender of the premises as of the date of such writing and, as applicable, (1) turning over keys issued by the landlord, key codes, and/or security codes, if any, to the affected landlord or (2) notifying such affected landlord or such landlord's counsel (if known to Debtors' counsel) in writing (email being sufficient) that the property has been surrendered; (v) if any such Contract is a real property lease, the address of the leased location affected by the Rejection Notice and the personal property to be abandoned by Debtors (the "Abandoned Property"), if any, and a reasonable description of the Abandoned Property; and (vi) the deadlines and procedures for filing objections to the Rejection Notice (as set forth

below). The Rejection Notice may list multiple Contracts; *provided* that the number of counterparties to Contracts listed on each Rejection Notice shall be limited to no more than 50, and the Rejection Counterparties shall be listed in alphabetical order. Further, the Rejection Notice shall include the proposed form of Order (the “Rejection Order”) approving the rejection of the Contracts, which shall be substantially in the form of **Schedule 3** to the Rejection Notice. No Contract shall be deemed rejected absent entry of an applicable Rejection Order.

- b. ***Service of the Rejection Notice.*** No later than two (2) business days after filing a Rejection Notice, the Debtors will cause such Rejection Notice to be served, regardless of the manner and means required for delivery of notices stated in the affected Contract(s): (i) by overnight service and electronic mail upon the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract (and upon such Rejection Counterparty’s counsel, if known, with email service upon such counsel being sufficient) and all known parties who may have any interest in any applicable Abandoned Property; and (ii) by first class mail, email, or fax, upon (A) the office of the United States Trustee for the Northern District of Georgia, Attn: Jonathan S. Adams (Jonathan.S.Adams@usdoj.gov); (B) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, New York, New York 10017, Attn: Bradford J. Sandler (Bsandler@pszjlaw.com), Paul J. Labov (Plabov@pszjlaw.com), and Cia Mackle (Cmackle@pszjlaw.com); (C) counsel for the Debtors’ prepetition and postpetition 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) the Limited Service List; and (E) any party that has requested notice pursuant to Bankruptcy Rule 2002.
- c. ***Objection Procedures.*** Parties objecting to a proposed rejection must file and serve a written objection² so that such objection is filed with the Court on the docket of the Debtors’ chapter 11 cases and served on the following parties (collectively, the “Objection Service Parties”) so that such objection is *actually received* no later than ten (10) days after the date the relevant Rejection Notice is filed and sent by overnight service and/or electronic mail:
 - i. 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 (Jonathan.S.Adams@usdoj.gov);
 - ii. counsel for the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com) and Greenberg Traurig, LLP, One Vanderbilt

² An objection to the rejection of any particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice.

Avenue, New York, NY 10017, Attn: Leo Muchnik (MuchnikL@gtlaw.com);

- iii. counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, New York, New York 10017, Attn: Bradford J. Sandler (Bsandler@pszjlaw.com), Paul J. Labov (Plabov@pszjlaw.com), and Cia Mackle (Cmackle@pszjlaw.com); and
 - iv. counsel for the Debtors' prepetition and postpetition 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. ***No Objection Timely Filed.*** If no objection to the rejection of any Contract is timely filed, the Debtors shall upload to Chambers a Rejection Order substantially similar to the Rejection Order attached to the Rejection Notice. Each Contract listed in the applicable Rejection Notice shall be rejected as of the applicable Rejection Date or such other date as the Debtors and the applicable Rejection Counterparty agree.
 - e. ***Unresolved Timely Objections.*** If an objection to a Rejection Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall schedule a hearing on such objection and shall provide at least seven (7) days' notice of such hearing to the applicable Rejection Counterparty (and its counsel if known to Debtors' counsel) and the other Objection Service Parties. Such Contract will only be deemed rejected upon entry by the Court of a consensual form of Rejection Order resolving the objection as between the objecting party and the Debtors, or if resolution is not reached and/or if such objection is overruled or withdrawn, such Contract(s) shall be deemed rejected as of (i) such date to which the Debtors and the applicable Rejection Counterparty agree or (ii) as otherwise ordered by the Court.
 - f. ***Consent Orders.*** Any objection may be resolved without a hearing by the filing of a notice of such resolution signed by counsel to the Debtors, counsel to the objecting party, and counsel to the Rejection Counterparty.
 - g. ***Removal from Schedule.*** The Debtors reserve the right to remove any Contract or Lease from the schedule to any Rejection Notice at any time prior to the applicable Rejection Date by filing a modified Rejection Notice with the Court.
 - h. ***Abandoned Property.*** The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Contract in accordance with applicable law. The Debtors shall generally describe the property in the Rejection Notice and their intent to abandon such property. Absent a timely objection, any and all of Debtors' personal property

located on the Debtors' leased premises on the Rejection Date of the applicable lease of nonresidential real property (other than any property in which the Debtors have no property interest) shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. Landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such property without liability to the Debtors or third parties, and, to the extent applicable, the automatic stay is modified to allow such disposition.

- i. ***Proofs of Claim.*** Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) June 30, 2025, and (ii) thirty (30) days after the later of (A) the Rejection Date, and (B) the date of entry of an order rejecting the Contract. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on account of such claim that may be made in connection with these chapter 11 cases. For the avoidance of doubt, a counterparty to a Contract holding a claim on account of such contract or lease arising (or deemed to arise) on or before the Petition Date was required to file a Proof of Claim by June 30, 2025 and the deadline set forth herein does not modify such requirement.

BASIS FOR RELIEF

A. The Rejection Procedures Are in the Best Interests of the Debtors' Estates

16. Given the large number of Contracts to which the Debtors are a party, establishing the Rejection Procedures will streamline the administration of these Chapter 11 Cases and enhance the efficiency of the reorganization process by eliminating substantial legal expenses that would otherwise be incurred if multiple hearings were held on separate motions with respect to every Contract that the Debtors seek to reject. As set forth herein, the Rejection Procedures generally provide that the Debtors, after first giving notice to the Committee and DIP Lenders of their intent to file a Rejection Notice, will file and promptly serve a Rejection Notice on the Rejection Counterparties, giving such counterparties sufficient time to object to any such rejection (if an objection is warranted) or otherwise reach a consensual resolution with the Debtors. Further, if no objection is timely received, the Rejection Procedures provide a streamline process to have Rejection Orders entered in these Chapter 11 Cases. The Rejection Procedures are reasonable and

fair to the Contract counterparties because they afford parties in interest the opportunity to be heard with respect to the rejection of the Contracts (and any abandonment of property related thereto).

17. Courts often enter orders approving similar relief as requested in this Motion. *See, e.g., In re Prospect Medical Holdings, Inc.*, Case No. 25-80002 (SGJ) (Bankr. N.D. Tex. Feb. 12, 2025) [D.I. 605] (entering an order for procedures to reject executory contracts and unexpired leases); *In re Yellow Corp.*, Case No. 23-11069 (CTG) (Bankr. D. Del. Sept. 14, 2023) [D.I. 550] (same); *In re Vice Group Holding Inc.*, Case No. 23-10738 (JPM) (Bankr. S.D.N.Y. July 18, 2023) [D.I. 315] (same); *In re Cyxtera Technologies, Inc.*, Case No. 23-14853 (JKS) (Bankr. D. N.J. June 29, 2023) [D.I. 186] (same).

B. Rejection of the Contracts Is an Exercise of the Debtors' Business Judgment

18. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). The decision to reject an executory contract or unexpired lease is a matter within the “business judgment” of the debtor. *See In re Gardinier, Inc.*, 831 F.2d 974, 975 n.2 (11th Cir. 1987) (“[S]ince courts review a trustee’s decision to assume or reject a contract under a traditional ‘business judgment’ standard, the scope of review in this area is narrow.”); *In re Diamond Mfg. Co., Inc.*, 164 B.R. 189 (Bankr. S.D. Ga. 1994) (“A trustee’s decision [to assume or reject an executory contract or unexpired lease] is subject to court approval and is reviewed under the traditional ‘business judgment’ standard.” (citing *In re Gardinier, Inc.*, 831 F.2d at 975 n.2)); *In re Sun Belt Elec. Constructors, Inc.*, 56 B.R. 686, 689 (Bankr. N.D. Ga. 1986) (“A debtor in possession’s decision to reject an executory contract is reviewable by the courts under the business judgment rule.” (internal citation omitted)).

19. The Court may also authorize the Rejection Procedures under section 105(a) of the Bankruptcy Code. Section 105(a) codifies a bankruptcy court's inherent equitable powers, and allows the Courts to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Accordingly, a bankruptcy court's exercise of its authority under section 105(a) of the Bankruptcy Code is appropriately used to carry out one of the central policies underlying chapter 11—*i.e.*, to preserve value and maximize property available to satisfy the debtor's stakeholders.

20. Courts generally will not second-guess a debtor's business judgment concerning the assumption or rejection of an executory contract or unexpired lease. Furthermore, the business judgment standard is satisfied when a debtor determines that rejection will benefit the estate. *See In re Diamond Mfg. Co., Inc.*, 164 B.R. at 199 ("The § 365 election permits a trustee to either escape burdensome obligations of a debtor or to continue performance on a contract which will benefit the estate." (citing *In re Brada Miller Freight System, Inc.*, 702 F.2d 890, 893-94 (11th Cir. 1983)); *In re Huey's, Inc.*, No. 91-41391, 1992 WL 12004008 at *2 (Bankr. S.D. Ga. Aug. 11, 1992) ("[Section 365] is designed to promote the debtor's chances for reorganization by allowing the debtor to assume leases which will benefit the estate and to reject leases that burden the estate.")).

21. The Debtors have determined, in their sound business judgment, that the rejection of Contracts in accordance with the Rejection Procedures proposed herein is and will be in the best interest of the Debtors' estates. Furthermore, the Rejection Procedures will avoid substantial legal expense and the use of Court time that would result if a motion were filed and a hearing held for every motion seeking the rejection of Contracts. The information provided on the Rejection Notices will provide the Court and interested parties with sufficient information to establish that

the Debtors are entitled to make such rejection in their sound business judgment. Accordingly, the Court should approve the Rejection Procedures.

C. Abandonment by the Debtors of Personal Property Is Proper Under Section 554(a)

22. With respect to the Debtors' request for authority to abandon property, the standard set forth in section 554(a) of the Bankruptcy Code is satisfied. Section 554(a) provides that a debtor in possession may abandon, subject to court approval, "property of the estate that . . . is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a). The personal property proposed to be abandoned in connection with any future rejections of Contracts that are real property leases would primarily consist of fixtures, furniture, and other office equipment, signage, or trade fixtures that is (a) of minimal or no material value or benefit to the Debtors' estates, (b) burdensome insofar as the costs and expenses of removal and storage of such property are likely to exceed the net proceeds realizable from their sale, and/or (c) the costs of removal or storage would be disproportionately burdensome.

23. Accordingly, the Court should authorize, but not direct, the Debtors to remove or abandon certain of the Debtors' personal property, including, without limitation, equipment, fixtures, furniture, signage, trade fixtures, and other personal property that may be located on, or have been installed in, leased premises that are subject to a rejected Contract after the effective date of any proposed rejection.

D. The Rejection Procedures Satisfy Due Process

24. The counterparties to the Contracts will not be prejudiced by the Rejection Procedures because, upon receipt of a Rejection Notice, such counterparties will have received advance notice of the Debtors' intent to reject their respective Contract as of the effective date of such rejection. *See, e.g., In re Thane Int'l, Inc.*, 586 B.R. 540, 548 (Bankr. D. Del. 2018) ("Section

365 requirements are meant to protect the interests of the non-debtor parties to executory contracts, so they may avoid having to deal with an assumption of which they had no notice and which they had no opportunity to contest.” (internal quotation marks and citation omitted)); *In re Dehon, Inc.*, 352 B.R. 546, 559 (Bankr. D. Mass. 2006) (“Notice is required not only to provide the non-debtor parties to executory contracts an opportunity to raise objections to the proposed treatment of their contracts, but also to allow them to appropriately assert claims arising from rejection.”). Additionally, in the case of unexpired leases of nonresidential real property, the Debtors will vacate the premises before or promptly after serving the Rejection Notice, thereby allowing the counterparties to take possession of and relet the property promptly. *See, e.g., Adelphia Bus. Solutions, Inc. v. Abnos*, 482 F.3d 602, 608 (2d Cir. 2007) (“The bankruptcy court also properly considered that Adelphia had vacated the premises and thereby provided [the lessor] with the opportunity to lease the premises to another tenant, which he did not try to do. By reletting, [the lessor] could have mitigated the risk of which he was on notice.”); *In re Amber's Stores, Inc.*, 193 B.R. 819, 827 (Bankr. N.D. Tex. 1996) (permitting rejection retroactive to the petition date where the debtor had vacated the premises and relinquished the keys prior to bankruptcy).

25. As a procedural matter, “[a] proceeding to assume, reject, or assign an executory contract or unexpired lease . . . is governed by Rule 9014.” Fed. R. Bankr. P. 6006(a). Bankruptcy Rule 9014 provides that: “[i]n a contested matter . . . not otherwise governed by these rules, relief shall be requested by motion, and reasonable notice and opportunity for hearing shall be afforded the party against whom relief is sought.” *Id.* 9014(a). The notice and hearing requirements for contested matters under Bankruptcy Rule 9014 are satisfied if appropriate notice and an opportunity for hearing are given in light of the particular circumstances. *See* 11 U.S.C.

§ 102(1)(A) (defining “after notice and a hearing” or a similar phrase to mean such notice and an opportunity for a hearing “as [are] appropriate in the particular circumstances”).

26. Under Bankruptcy Rule 6006(f), a debtor may join requests for authority to reject multiple executory contracts or unexpired leases in one motion, subject to Bankruptcy Rule 6006(e). *See* Fed. R. Bankr. P. 6006(f). Bankruptcy Rule 6006(f) sets forth six requirements that motions to reject multiple executory contracts or unexpired leases must satisfy. These requirements are procedural in nature. A motion to assume or reject multiple executory contracts or unexpired leases that are not between the same parties shall:

- i. state in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion;
- ii. list parties alphabetically and identify the corresponding contract or lease;
- iii. specify the terms, including the curing of defaults, for each requested assumption or assignment;
- iv. specify the terms, including the identity of each assignee and the adequate assurance of future performance by each assignee, for each requested assignment;
- v. be numbered consecutively with other omnibus motions to assume, assign, or reject executory contracts or unexpired leases; and
- vi. be limited to no more than 100 executory contracts or unexpired leases.

Fed. R. Bankr. P. 6006(f).

27. The clear purpose of Bankruptcy Rule 6006(f) is to protect the due process rights of counterparties to the Contracts while conserving estate resources. Counterparties must be able to locate their Contracts and readily determine whether their Contracts are being rejected.

28. The Rejection Procedures satisfy the applicable requirements of Bankruptcy Rule 6006(f). Further, given the substantial number of Contracts the Debtors will be seeking to reject, obtaining Court approval of each rejection would impose unnecessary administrative

burdens on the Debtors and the Court and result in costs to the Debtors' estate that may decrease the economic benefits of rejection.

29. Further, in accordance with Bankruptcy Rule 6007(a), the Debtors will provide the U.S. Trustee and other parties in interest with the notice and an opportunity to object to any proposed abandonment of property.

30. As a result, the Rejection Procedures afford Contract counterparties and all other parties in interest their due process rights by providing notice and the opportunity to be heard. Moreover, Court oversight is maintained in the event of an objection. For the foregoing reasons, the Rejection Procedures should be approved, and the Debtors should be authorized to reject the Contracts consistent with the terms thereof.

31. In sum, the Rejection Procedures will minimize costs to the Debtors' estates and reduce the burden on this Court's docket while protecting parties in interest by providing notice and the opportunity to object and obtain a hearing. Moreover, the Debtors have determined that the Rejection Procedures are appropriate means to protect and maximize the value of the Debtors' estates. The Rejection Procedures are in the best interest of the Debtors and their estates and should therefore be approved.

REQUEST OF WAIVER OF STAY

32. To the extent that the relief sought in the Motion constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors seek a waiver of the fourteen-day stay under Bankruptcy Rule 6004(h). As explained herein, the relief requested in this Motion is immediately necessary for the Debtors to be able to continue to operate their businesses and preserve the value of their estates.

RESERVATION OF RIGHTS

33. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended as or should be construed or deemed to be: (a) an admission as to the validity of any particular claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; or (e) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law. Further, the inclusion of a Contract on the Rejection Notice does not constitute an admission as to the executory or non-executory nature (or the expired or unexpired nature) of the Contract, or as to the existence or validity of any claims held by the Rejected Counterparty or Rejected Counterparties to such Contract

NO PRIOR REQUEST

34. No prior request for the relief sought in this Motion has been made to this or any other court.

NOTICE

35. The Debtors will provide notice of this Motion to the following parties or their respective counsel, if known: (a) the Office of the U.S. Trustee for the Northern District of Georgia, (b) the Committee; (c) the Debtors' prepetition and postpetition lenders and collateral agent; (d) the Limited Service List; and (e) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no other or further notice need be given.

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CONCLUSION

WHEREFORE, the Debtors request that the Court enter an order, in substantially the form submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: May 23, 2025

Respectfully submitted,

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil

David B. Kurzweil (Ga. Bar No. 430492)

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

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Counsel for the Debtors and Debtors in Possession

Exhibit A

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 (I) AUTHORIZING AND APPROVING
PROCEDURES TO REJECT EXECUTORY CONTRACTS AND
UNEXPIRED LEASES, AND (II) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of an Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases, and (II) Granting Related Relief* (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the

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

“Debtors”) for entry of an order (this “Order”) (a) authorizing and approving the Rejection Procedures for rejecting executory contracts and unexpired leases (each, a “Contract” and, collectively, the “Contracts”), and (b) granting related relief, all as more fully set forth in the Motion; 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 record of the Hearing, this Court having determined that there is good and sufficient cause for the relief set forth in this Order; and after due deliberation thereon,

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. The following Rejection Procedures are approved in connection with rejecting Contracts:
 - a. **Rejection Notice.** The Debtors shall, upon not less than two (2) business days’ notice to counsel to the DIP Lenders and Prepetition Lenders and counsel for the Official Committee of Unsecured Creditors (the “Committee”), file a notice substantially in the form attached hereto as **Exhibit 1** (the “Rejection Notice”) indicating the Debtors’ intent to reject a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the Contract or Contracts to be rejected; (ii) the Debtor or Debtors to such Contract; (iii) the names and addresses of the counterparties to such Contract(s) (each a “Rejection Counterparty” and, collectively, the “Rejection Counterparties”); (iv) the proposed effective date of rejection for each such Contract(s) (the “Rejection Date”), which, in the case of real property leases, shall be the later of (a) such date set forth in the applicable Rejection Notice and (b) the date the Debtors relinquish control of the premises by notifying the affected landlord or such landlord’s counsel of the Debtors’ surrender of the premises as of the date of such writing and, as applicable, (1) turning over keys issued by the landlord, key codes, and/or security codes, if any, to the affected landlord or (2) notifying such affected landlord or such landlord’s counsel (if known to Debtors’ counsel) in writing (email being sufficient) that the property has been

surrendered; (v) if any such Contract is a real property lease, the address of the leased location affected by the Rejection Notice and the personal property to be abandoned by Debtors (the “Abandoned Property”), if any, and a reasonable description of the Abandoned Property; and (vi) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts; *provided* that the number of counterparties to Contracts listed on each Rejection Notice shall be limited to no more than 50, and the Rejection Counterparties shall be listed in alphabetical order. Further, the Rejection Notice shall include the proposed form of Order (the “Rejection Order”) approving the rejection of the Contracts, which shall be substantially in the form of **Schedule 3** to the Rejection Notice. No Contract shall be deemed rejected absent entry of an applicable Rejection Order.

- b. ***Service of the Rejection Notice.*** No later than two (2) business days after filing a Rejection Notice, the Debtors will cause such Rejection Notice to be served, regardless of the manner and means required for delivery of notices stated in the affected Contract(s): (i) by overnight service and electronic mail upon the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract (and upon such Rejection Counterparty’s counsel, if known, with email service upon such counsel being sufficient) and all known parties who may have any interest in any applicable Abandoned Property; and (ii) by first class mail, email, or fax, upon (A) the office of the United States Trustee for the Northern District of Georgia, Attn: Jonathan S. Adams (Jonathan.S.Adams@usdoj.gov); (B) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, New York, New York 10017, Attn: Bradford J. Sandler (Bsandler@pszjlaw.com), Paul J. Labov (Plabov@pszjlaw.com), and Cia Mackle (Cmackle@pszjlaw.com); (C) counsel for the Debtors’ prepetition and postpetition 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) the Limited Service List; and (E) any party that has requested notice pursuant to Bankruptcy Rule 2002.
- c. ***Objection Procedures.*** Parties objecting to a proposed rejection must file and serve a written objection³ so that such objection is filed with the Court on the docket of the Debtors’ chapter 11 cases and served on the following parties (collectively, the “Objection Service Parties”) so that such objection is ***actually received*** no later than ten (10) days after the date the relevant Rejection Notice is filed and sent by overnight service and/or electronic mail:

³ An objection to the rejection of any particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice.

- i. 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 (Jonathan.S.Adams@usdoj.gov);
 - ii. counsel for the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com) and Greenberg Traurig, LLP, One Vanderbilt Avenue, New York, NY 10017, Attn: Leo Muchnik (MuchnikL@gtlaw.com);
 - iii. counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, New York, New York 10017, Attn: Bradford J. Sandler (Bsandler@pszjlaw.com), Paul J. Labov (Plabov@pszjlaw.com), and Cia Mackle (Cmackle@pszjlaw.com); and
 - iv. counsel for the Debtors' prepetition and postpetition 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. ***No Objection Timely Filed.*** If no objection to the rejection of any Contract is timely filed, the Debtors shall upload to Chambers a Rejection Order substantially similar to the Rejection Order attached to the Rejection Notice. Each Contract listed in the applicable Rejection Notice shall be rejected as of the applicable Rejection Date or such other date as the Debtors and the applicable Rejection Counterparty agree.
- e. ***Unresolved Timely Objections.*** If an objection to a Rejection Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall schedule a hearing on such objection and shall provide at least seven (7) days' notice of such hearing to the applicable Rejection Counterparty (and its counsel if known to Debtors' counsel) and the other Objection Service Parties. Such Contract will only be deemed rejected upon entry by the Court of a consensual form of Rejection Order resolving the objection as between the objecting party and the Debtors, or if resolution is not reached and/or if such objection is overruled or withdrawn, such Contract(s) shall be deemed rejected as of (i) such date to which the Debtors and the applicable Rejection Counterparty agree or (ii) as otherwise ordered by the Court.
- f. ***Consent Orders.*** Any objection may be resolved without a hearing by the filing of a notice of such resolution signed by counsel to the Debtors, counsel to the objecting party, and counsel to the Rejection Counterparty.

- g. ***Removal from Schedule.*** The Debtors reserve the right to remove any Contract or Lease from the schedule to any Rejection Notice at any time prior to the applicable Rejection Date by filing a modified Rejection Notice with the Court.
 - h. ***Abandoned Property.*** The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Contract in accordance with applicable law. The Debtors shall generally describe the property in the Rejection Notice and their intent to abandon such property. Absent a timely objection, any and all of Debtors' personal property located on the Debtors' leased premises on the Rejection Date of the applicable lease of nonresidential real property (other than any property in which the Debtors have no property interest) shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. Landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such property without liability to the Debtors or third parties, and, to the extent applicable, the automatic stay is modified to allow such disposition.
 - i. ***Proofs of Claim.*** Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) June 30, 2025, and (ii) thirty (30) days after the later of (A) the Rejection Date, and (B) the date of entry of an order rejecting the Contract. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on account of such claim that may be made in connection with these chapter 11 cases. For the avoidance of doubt, a counterparty to a Contract holding a claim on account of such contract or lease arising (or deemed to arise) on or before the Petition Date was required to file a Proof of Claim by June 30, 2025 and the deadline set forth herein does not modify such requirement.
3. Approval of the Rejection Procedures and this Order will not prevent the Debtors from seeking to reject or assume a Contract by separate motion.
4. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any particular claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; or (e) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law. Further, the inclusion of a Contract on the Rejection

Notice does not constitute an admission as to the executory or non-executory nature (or the expired or unexpired nature) of the Contract, or as to the existence or validity of any claims held by the Rejected Counterparty or Rejected Counterparties to such Contract.

5. All rights and defenses of the Debtors and Rejection Counterparties are preserved, including all rights and defenses of the Debtors and the Rejection Counterparties with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition,

6. Nothing in this Order or the Motion shall limit the Debtors' or the Rejection Counterparty's ability to subsequently assert that any particular Contract is expired or terminated and is no longer an executory contract or unexpired lease, respectively.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion and the Rejection Notices.

8. Any period of time prescribed or allowed by the Rejection Procedures shall be computed in accordance with Bankruptcy Rule 9006.

9. Any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

11. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

END OF DOCUMENT

Prepared and presented by:

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil

David B. Kurzweil (Ga. Bar No. 430492)

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

Terminus 200

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Counsel for the Debtors and Debtors in Possession

Exhibit 1

Rejection 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 REJECTION OF CERTAIN
EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.

PLEASE TAKE NOTICE that on [●], 2025 the United States Bankruptcy Court for the Northern District of Georgia (the “Bankruptcy Court”) entered the *Order (I) Authorizing And Approving Procedures to Reject Executory Contracts and Unexpired Leases, and (II) Granting Related Relief* [D.I. [●]] (the “Procedures Order”), a copy of which is attached hereto as Schedule 1.²

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order, the Bankruptcy Court approved the procedures for the Debtors’ rejection of executory contracts and unexpired leases (each, a “Contract” and, collectively, the “Contracts”)

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order and by this written notice (this “Rejection Notice”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on Schedule 2 attached hereto is hereby rejected effective as of the proposed effective date of rejection for each such Contract(s) (the “Rejection Date”), which, in the case of real property leases, shall be the later of (a) such date set forth on Schedule 2 and (b) the date the Debtors relinquish control of the premises by notifying the affected landlord or such landlord’s counsel of the Debtors’ surrender of the premises as of the date of such writing and, as applicable, (1) turning over keys issued by the landlord, key codes, and/or security codes, if any, to the affected landlord or (2) notifying such

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 Procedures Order or the Motion (as defined in the Procedures Order).

affected landlord or such landlord's counsel (if known to Debtors' counsel) in writing (email being sufficient) that the property has been surrendered.

PLEASE TAKE FURTHER NOTICE that parties seeking to object to the proposed rejection of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and served on the following parties so that such objection is *actually received* by the following parties no later than ten (10) days after the date that the Debtors filed and sent this Rejection Notice (via overnight mail and/or email) (collectively, the "Objection Service Parties"): (i) 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 (Jonathan.S.Adams@usdoj.gov); (ii) counsel for the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com), and Greenberg Traurig, LLP, One Vanderbilt Avenue, New York, NY 10017, Attn: Leo Muchnik (MuchnikL@gtlaw.com); (iii) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, New York, New York 10017, Attn: Bradford J. Sandler (Bsandler@pszjlaw.com), Paul J. Labov (Plabov@pszjlaw.com), and Cia Mackle (Cmackle@pszjlaw.com); and (iv) counsel for the Debtors' prepetition and postpetition 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). Only those responses that are timely filed, served, and received will be considered at any hearing.

PLEASE TAKE FURTHER NOTICE that, absent an objection being timely filed, the rejection of each Contract shall become effective on the applicable Rejection Date, or such other date as the Debtors and the applicable Rejection Counterparty agree; *provided, however*, that no Contract shall be deemed rejected absent entry of an applicable Rejection Order.³

PLEASE TAKE FURTHER NOTICE that, if an objection to the rejection of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates and shall provide at least seven (7) days' notice of such hearing to the applicable Rejection Counterparty (and its counsel if known to Debtors' counsel) and the other Objection Service Parties. If such objection is overruled or withdrawn, such Contract or Contracts shall be rejected as of the date as the Debtors and the counterparty or counterparties to any such Contract agree or as otherwise ordered by the Court; *provided, however*, that no Contract shall be deemed rejected absent entry of an applicable Rejection Order.

PLEASE TAKE FURTHER NOTICE that, the Debtors have described on Schedule 2 attached hereto the personal property of the Debtors that they intend to abandon as of the Rejection

³ An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection Notice must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Order.

Date. Absent timely objection, any and all personal property of the Debtors remaining on the Debtors' leased premises on the Rejection Date of the applicable lease of nonresidential real property (other than any property in which the Debtors have no property interest) shall be deemed abandoned as of the Rejection Date, and the Rejection Counterparty landlord under such lease may, in its sole discretion and without further notice or order of this Court, utilize and/or dispose of such personal property without liability to the Debtors or third parties.

PLEASE TAKE FURTHER NOTICE that to the extent you wish to assert a claim with respect to rejection of your Contract or Contracts, you must do so by the later of (i) June 30, 2025, and (ii) thirty (30) days after the later of (A) the Rejection Date, and (B) the date of entry of an order rejecting the Contract. For the avoidance of doubt, a counterparty to a Contract holding a claim on account of such contract or lease arising (or deemed to arise) on or before the Petition Date was required to file a Proof of Claim by June 30, 2025 and the deadline set forth herein does not modify such requirement. **IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE, FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (2) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.**

Dated: [●], 2025

GREENBERG TRAURIG, LLP

/s/ [●]

David B. Kurzweil (Ga. Bar No. 430492)

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

Terminus 200

3333 Piedmont Road, NE, Suite 2500

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*Counsel for the Debtors and Debtors in
Possession*

Schedule 1

Procedures Order

Schedule 2

Rejected Contracts

Rejection Counterparty	Contract	Rejection Date	Address of Leased Location* (if applicable)	Abandoned Property* (if applicable)

* if applicable

Schedule 3

Proposed Rejection 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 Nos. [●]

**ORDER (I) AUTHORIZING AND APPROVING
PROCEDURES TO REJECT EXECUTORY CONTRACTS AND
UNEXPIRED LEASES, AND (II) GRANTING RELATED RELIEF**

Upon the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* (the “Procedures Order”),² entered on [●], 2025 [D.I. [●]] of the above-captioned debtors and debtors in possession

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 Procedures Order or the Motion (as defined in the Procedures Order).

(collectively, the “Debtors”); 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 the Debtors having properly filed and served a Rejection Notice [D.I. [●]] on each applicable party as set forth in the rejection schedule attached hereto as **Exhibit 1** (the “Rejection Schedule”) in accordance with the terms of the Procedures Order; and no timely objections having been filed to the rejection of such Contracts; and due and proper notice of the Procedures Order and the Rejection Notice having been provided to each applicable Rejection Counterparty as set forth in the Rejection Schedule and no other notice need be provided; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Contracts listed on the Rejection Schedule attached hereto as **Exhibit 1** are rejected under section 365 of the Bankruptcy Code effective as of the later of the applicable Rejection Date or such other date as the Debtors and the applicable Rejection Counterparty agrees; *provided*, that the Rejection Date for a rejection of a lease of nonresidential real property shall not occur until the later of (i) the date set forth on **Exhibit 1** and (ii) the date the Debtors relinquish control of the premises by notifying the affected landlord or such landlord’s counsel of the Debtors’ surrender of the premises as of the date of such writing and, as applicable, (1) turning over keys issued by the landlord, key codes, and/or security codes, if any, to the affected landlord or (2) notifying such affected landlord or such landlord’s counsel (if known to Debtors’ counsel) in writing (email being sufficient) that the property has been surrendered

2. The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors’ personal property that may be located

on the Debtors' leased premises that are subject to a rejected Contract. The personal property will be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. For the avoidance of doubt, and absent any sustained objection as it relates to personal property at a particular premises, any and all personal property located on the Debtors' leased premises on the Rejection Date of the applicable lease of nonresidential real property shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. Landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such personal property without notice or liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

3. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) June 30, 2025, and (ii) thirty (30) days after the later of (A) the Rejection Date, and (B) the date of entry of an order rejecting the Contract. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on account of such claim that may be made in connection with these chapter 11 cases. For the avoidance of doubt, a counterparty to a Contract holding a claim on account of such contract or lease arising (or deemed to arise) on or before the Petition Date was required to file a Proof of Claim by June 30, 2025 and the deadline set forth herein does not modify such requirement.

4. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order and the rejection without further order from this Court.

5. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order

END OF DOCUMENT

Prepared and presented by:

GREENBERG TRAURIG, LLP

/s/ [●]

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Counsel for the Debtors and Debtors in Possession

Exhibit 1

Rejection Schedule