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

In re:

Chapter 11

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

(Jointly Administered)

Case No. 25-10356 (PMB)

DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTORS TO ASSUME THE MASTER EQUITY LEASE AGREEMENT AND ENTER INTO VEHICLE ASSIGNMENT <u>AGREEMENTS WITH BUYERS AND (II) GRANTING RELATED RELIEF</u>

The above-captioned debtors and debtors in possession (collectively, the "<u>Debtors</u>") submit this motion (the "<u>Motion</u>") for entry of an order, substantially in the form attached hereto as <u>Exhibit A</u> (the "<u>Proposed Order</u>"), pursuant to sections 105, 363, 365, and 554 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>") and Rules 2002, 6006 and 6007 of the Federal Rules of Bankruptcy Procedure (the "<u>Bankruptcy Rules</u>"), (i) authorizing Debtor Air Pros Solutions Holdings LLC's assumption of the Master Equity Lease Agreement (as defined below) and its entry into Vehicle Assignment Agreements (as defined below) in connection with the sales that this Court previously approved and (ii) granting related relief. 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 <u>https://www.veritaglobal.net/AirPros</u>. 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 "<u>Court</u>") 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, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 6006, Rules 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 "<u>Petition Date</u>"), 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>U.S. Trustee</u>") appointed an official committee of unsecured creditors (the "<u>Committee</u>") in the above-captioned chapter 11 cases (the "<u>Chapter 11 Cases</u>"). *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*

Case 25-10356-pmb Doc 508 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Main Document Page 3 of 11

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] (the "Bidding Procedures Order"), which, among other things, approved the Debtors' designation of six different stalking horse purchase agreements (each such purchase agreement, an "<u>APA</u>" and the buyer counterparties thereto, the "<u>Buyers</u>") for the sale of all the Debtors' business units (collectively, the "<u>Sales</u>").

- 10. On May 19, 2025, the Court entered the following six orders approving the Debtors' Sales to the Buyers under their respective APAs:
 - a. The order authorizing the Sale of the Call Doug's, Dream Team and Hansen business units [D.I. 393] (the Buyers for such Sale, collectively, the "Doug's/Dream Team/Hansen Buyer");
 - b. The order authorizing the Sale of the East Coast Mechanical business unit [D.I. 391(the Buyer for such Sale, the "<u>ECM Buyer</u>");
 - c. The order authorizing the Sale of the Dallas Plumbing business unit [D.I. 389] (the Buyer for such Sale, the "<u>Dallas Plumbing Buyer</u>");
 - d. The order authorizing the Sale of the CM Heating and Air Force business units [D.I. 388] (the Buyer for such Sale, the "<u>CM/Air Force Buyer</u>");
 - e. The order authorizing the Sale of the One Source business unit [D.I. 390] (the Buyer for such Sale, the "<u>One Source Buyer</u>")²; and

² Reference to the One Source Buyer herein shall mean One Source Home Service, LLC, which, upon information and belief, is the current owner of the assets that the Debtors sold pursuant to the Any Hour Sale.

Case 25-10356-pmb Doc 508 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Main Document Page 4 of 11

- f. The order authorizing the Sale of the Air Pros Legacy business units [D.I. 392] (the Buyer for such Sale, the "<u>Air Pros Legacy Buyer</u>").
- 11. The Debtors closed each of the six Sales as follows: (the dates of a Sale closing

with a Buyer, the "<u>Sale Closing Date</u>"):

Business Unit(s)	Sale Closing Date	Docket No.
Air Pros Legacy	May 30, 2025	437
One Source	May 30, 2025	438
Dallas Plumbing	June 6, 2025	446
Call Doug's, Dream Team and Hansen	June 6, 2025	447
CM Heating and Air Force	June 16, 2025	454
East Coast Mechanical	July 1, 2025	507

C. The Master Equity Lease Agreement

12. Debtor Air Pros Solutions Holdings LLC ("<u>Holdings</u>") is party to that certain Master Equity Lease Agreement, dated as of March 20, 2024, with Enterprise FM Trust and/or Enterprise Fleet Management, Inc.³ (together with any Schedule(s) (as defined in the Master Equity Lease Agreement) and any other ancillary agreement (including maintenance agreements) or addenda to the Master Equity Lease Agreement, the "<u>Master Equity Lease Agreement</u>"), under which the Debtors lease approximately 560 vehicles (each, a "<u>Vehicle</u>" and collectively, the "<u>Vehicles</u>"), of which approximately 460 are in active use and the remaining approximately 100 have been ordered but not yet delivered (as further defined in the Order, the "<u>Backlog Vehicles</u>").

13. The Buyers are seeking to assign the Vehicles necessary for each of the sold businesses (the Vehicles transferred to the Buyers, the "<u>Transferred Vehicles</u>"). Of the

³ Enterprise FM Trust and Enterprise Fleet Management Inc. shall be jointly referred to herein as "Enterprise".

Case 25-10356-pmb Doc 508 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Main Document Page 5 of 11

approximate 460 Vehicles that are in active use under the Master Equity Lease Agreement, all but thirteen (13) of the Vehicles will be transferred to the Buyers (such Vehicles, as further defined in the Order the "<u>Remaining Vehicles</u>"). In addition, the Buyers have agreed to take on certain of the Backlog Vehicles.

14. The assignments of the Vehicles will be memorialized in assignment agreements executed between and among Holdings, Enterprise, and each Buyer (collectively, the "<u>Vehicle</u> <u>Assignment Agreements</u>"), and separate arrangements entered into between each Buyer and Enterprise, all of which is conditioned on the applicable Buyer's Sale closing.

15. To accommodate such transition, the Debtors and Enterprise engaged in good-faith, arm's-length negotiations and agreed upon a framework memorialized in the Proposed Order, which provides:

- (a) <u>Cure Payment for Transferred Vehicles</u>: All amounts due and owing under the Master Equity Lease Agreement for the Transferred Vehicles will paid to Enterprise promptly after entry of the Proposed Order. The allocation between Debtors and Buyers as to these costs are expressly set forth in the Proposed Order and Vehicle Assignment Agreements.
- (b) <u>Remaining Vehicles</u>: For the Vehicles that are not being transferred to the Buyers, the Debtors shall make such Vehicles available to Enterprise for Enterprise to sell them. After Enterprise sells the Vehicles, Enterprise will deliver a statement to the Debtors reflecting (i) the net sale proceeds of all such Remaining Vehicles, (ii) all outstanding prepetition and postpetition amounts due for such Remaining Vehicles, and (iii) the Remaining Book Value ("<u>RBV</u>") for each Transferred Vehicle as reflected on the Schedule to the Master Equity Lease Agreement for such Transferred Vehicle. Enterprise will be required to pay to the Debtors any Surplus Amount for the Remaining Vehicles, while the Debtors will be required to pay Enterprise the Make Whole Amount. The Order generally defines the "Surplus Amount" to mean the additional cash that Enterprise made from the sale of proceed *less* the outstanding amounts due under the lease and the RBV, and defines "Make Whole Amount" to mean the shortfall from such sales.
- (c) <u>Backlog Vehicles</u>: Enterprise will re-lease or sell all Backlog Vehicles. Afterwards, Enterprise will deliver a statement to the Debtors calculating the difference between (i) the RBV for Backlog Vehicles, and (ii) the RBV for the Backlog Vehicles leased under Third-Party Leases (as defined in the Proposed Order) and the net proceeds obtained in any sales of Backlog Vehicles (as further

Case 25-10356-pmb Doc 508 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Main Document Page 6 of 11

defined in the Order the "<u>Backlog Vehicle Deficit Amount</u>"). After issuing the statement, Enterprise will then pay to the Debtors the greater of (x) \$103,848 and (y) \$207,696 *less* the Backlog Vehicle Deficit Amount.

16. Notably, the Debtors' liabilities under the Master Equity Lease Agreement shall be

limited solely to the agreed-to allocation of the cure amounts and the Make Whole Amount.

BASIS FOR RELIEF

A. Assumption of the Master Equity Lease Agreement and Entry into the Vehicle Assignment Agreements Are an Exercise of the Debtors' Sound Business Judgment

17. 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 assume 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 *Gardinier*, 831 F.2d at 975 n.2)); *In re MPI Eagles, LLC*, Case No. 09-73804, 2009 WL 8189354 (Bankr. N.D. Ga. May 30, 2009) (citing *Gardinier*, 831 F.2d at 975 for same premise).

18. 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 assumption will benefit the estate. *See Diamond Mfg.*, 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));

Case 25-10356-pmb Doc 508 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Main Document Page 7 of 11

In re Huey's, Inc., Case 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.").

19. Courts will also use the business judgment rule when approving a transaction outside the ordinary course of business under section 363. See *In re Diplomat Const., Inc.*, 481 B.R. 215, 218 (Bankr. N.D. Ga. 2012) ("The business judgment test is the prevailing rubric to evaluate [a transaction outside the ordinary course of business] under § 363(b)(1). . . ."); *In re Friedman's, Inc.*, 336 B.R. 891, 895 (Bankr. S.D. Ga. 2005) ("Courts review a debtor's use of estate property outside of the ordinary course of business pursuant to a debtor's demonstration of sound business judgment." (internal citations omitted)).

20. The Debtors have determined, in their sound business judgment, that the assumption of the Master Equity Lease Agreement, and related entry into the Vehicle Assignment Agreements, are and will be in the best interest of the Debtors' estates. Assuming the Master Equity Lease Agreement and transferring the vast majority of their Vehicles to the Buyers will allow the Debtors to honor their obligations under the APAs and ultimately reduce the incurrence of unnecessary administrative expenses, such as insurance.

21. Further, the Debtors worked with Enterprise on obtaining Enterprise's consent to the assignment of the individual Vehicles to six different sets of Buyers which was required under the terms of the Master Equity Lease Agreement.

22. For these reasons, the Debtors submit that assumption of the Master Equity Lease Agreement is in the best interests of the Debtors' estates, their creditors, and other parties in interest.

7

Case 25-10356-pmb Doc 508 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Main Document Page 8 of 11

B. The Debtors Have Satisfied, or Will Satisfy, the Adequate Assurance Requirements of Section 365 of the Bankruptcy Code

23. Pursuant to section 365(b)(1)(A) of the Bankruptcy Code, a debtor may not assume an executory contract or unexpired lease unless, at the time of assumption, the debtor cures or provides adequate assurance that the debtor will promptly cure any existing default. *See* 11 U.S.C. § 365(b)(1)(A); *see also In re Citrus Tower Blvd. Imaging Ctr., LLC*, No. 11-70284-MGD, 2012 WL 1820814 (Bankr. N.D. Ga. Apr. 2, 2012) at *3 (citing 11 U.S.C. § 365(b) for same proposition). Further, pursuant to section 365(b)(1)(C) of the Bankruptcy Code, if a default is outstanding, a debtor seeking to assume an executory contract or unexpired lease must provide adequate assurance of future performance under such contract or lease. *See* 11 U.S.C. § 365(b)(1)(C); *see also Matter of Terrace Apartments, Ltd.*, 107 B.R. 382, 384 (Bankr. N.D. Ga. 1989) ("[P]ursuant to § 365(b), in order to assume the lease, the Debtor will have to cure any default and provide the Movant with adequate assurance of future performance under the lease.").

24. Enterprise has consented to the Proposed Order, to wit, to the assumption of the Master Equity Lease Agreement, the assignment of the Vehicles to the Buyers, and the payment mechanisms set forth in the Proposed Order to pay amounts outstanding under the Master Equity Lease Agreement. For the foregoing reasons, the Debtors have satisfied all requirements to assume the Master Equity Lease Agreement pursuant to section 365 of the Bankruptcy Code.

REQUEST OF WAIVER OF STAY

25. The Debtors seek a waiver of the fourteen-day stay under Bankruptcy Rules 6004(h) and 6006(d). 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.

8

RESERVATION OF RIGHTS

26. 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.

NO PRIOR REQUEST

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

NOTICE

28. 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; (e) Enterprise; (f) each Buyer; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[*Remainder of page intentionally left blank*]

Case 25-10356-pmb Doc 508 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Main Document Page 10 of 11

CONCLUSION

WHEREFORE, the Debtors request that the Court enter the Proposed Order granting the

relief requested herein and such other relief as is just and proper under the circumstances.

Dated: July 1, 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: <u>kurzweild@gtlaw.com</u> <u>petriem@gtlaw.com</u>

Counsel for the Debtors and Debtors in Possession

CERTIFICATE OF SERVICE

I hereby certify that all ECF participants registered in these cases were served electronically with the foregoing Motion through the Court's ECF system at their respective email addresses registered with this Court. The Debtors' claims and noticing agent will be filing a supplemental certificate of service on the docket to reflect any additional service of the foregoing document via first-class mail, including the notice parties enumerated in the Motion.

Dated: July 1, 2025

GREENBERG TRAURIG, LLP

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

Counsel for the Debtors and Debtors in Possession

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 1 of 41

<u>Exhibit A</u>

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 THE DEBTORS TO ASSUME THE MASTER EQUITY LEASE AGREEMENT AND ENTER INTO VEHICLE ASSIGNMENT AGREEMENTS WITH BUYERS AND (II) GRANTING RELATED RELIEF

Upon the Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to Assume the

Master Equity Lease Agreement and Enter into Vehicle Assignment Agreements with Buyers and

(II) Granting Related Relief, dated July 1, 2025 [D.I. [•]] (the "Motion")² of the above-captioned

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.

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 3 of 41

debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") approving the assumption of the Master Equity Lease agreement and entry into the Vehicle Assignment Agreements, copies of which are annexed hereto, 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 the matter being a core proceeding within the meaning of 28 U.S.C. §§ 157(b)(2); and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and it appearing that due and adequate notice of the Motion has been given under the circumstances; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; 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,

1. The Motion is GRANTED as set forth herein.

2. Upon entry of this Order, the Master Equity Lease Agreement shall be assumed pursuant to the terms herein.

- 3. <u>Lease Assignments</u>.
 - a. Enterprise has consented to the assignment of the Vehicles to the respective Buyers set forth on Exhibits 1-6 of this Order pursuant to the terms of the applicable Vehicle Assignment Agreements, which assignment shall be deemed effective as to any Buyer as of the applicable Sale Closing Date.
 - b. Each Buyer has agreed to the assignment of the Transferred Vehicles set forth in the applicable Vehicle Assignment Agreements as of the Sale Closing Date for such Buyer's Sale.

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 4 of 41

- c. Applicable upon each such assignment, the Debtors and their estates shall have no liability under the Master Equity Lease Agreement for the Transferred Vehicles applicable to such assignment from and after the applicable Sale Closing Date.
- 4. <u>Cure Payments for Transferred Vehicles</u>. The following cure payments shall be

made for the Transferred Vehicles within ten (10) business days after entry of this Order:

- a. <u>Doug's/Dream Team/Hansen Sale</u>. (i) The Doug's/Dream Team/Hansen Buyer shall pay \$259,528 to Enterprise and (ii) Air Pros Solutions Holdings, LLC ("<u>Holdings</u>") shall pay, or shall cause to be paid, \$188,823 to Enterprise, which amount represents the total amounts due and owing under the Master Equity Lease Agreement for the Transferred Vehicles being assigned to the Doug's/Dream Team/Hansen Buyer as of such Sale Closing Date through June 30, 2025.
- b. <u>ECM Sale</u>. (i) The ECM Buyer shall pay \$48,977 to Enterprise, and (ii) Holdings shall pay, or shall cause to be paid, \$23,158 to Enterprise, which amount represents the total amounts due and owing under the Master Equity Lease Agreement for the Transferred Vehicles being assigned to the ECM Buyer as of such Sale Closing Date through June 30, 2025.
- c. <u>Dallas Plumbing Sale</u>. (i) The Dallas Plumbing Buyer shall pay \$20,398 to Enterprise, and (ii) Holdings shall pay, or shall cause to be paid, \$131,849 to Enterprise, which amount represents the total amounts due and owing under the Master Equity Lease Agreement for the Transferred Vehicles being assigned to the Dallas Plumbing Buyer as of such Sale Closing Date through June 30, 2025.
- d. <u>CM/Air Force Sale</u>. (i) The CM/Air Force Buyer shall pay \$40,697 to Enterprise, and (ii) Holdings shall pay, or shall cause to be paid, \$300,759 to Enterprise, which amount represents the total amounts due and owing under the Master Equity Lease Agreement for the Transferred Vehicles being assigned to the CM/Air Force Buyer as of such Sale Closing Date through June 30, 2025.
- e. <u>One Source Sale</u>. (i) The One Source Buyer shall pay \$24,806 to Enterprise, and (ii) Holdings shall pay, or shall cause to be paid, \$123,405 to Enterprise, which amount represents the total amounts due and owing under the Master Equity Lease Agreement for the Transferred Vehicles being assigned to the One Source Buyer as of such Sale Closing Date through June 30, 2025.
- f. <u>Air Pros Legacy Sale</u>. (i) The Air Pros Legacy Buyer shall pay \$101,640 to Enterprise, and (ii) Holdings shall pay, or shall cause to be paid, \$353,877 to Enterprise, which amount represents the total amounts due and owing under the Master Equity Lease Agreement for the Transferred Vehicles being assigned to the Air Pros Legacy Buyer as of such Sale Closing Date through June 30, 2025.

5. <u>Remaining Vehicles</u>.

- a. The Debtors shall provide, or otherwise make available, to Enterprise all Remaining Vehicles³ for Enterprise to sell in a commercially reasonable manner consistent with past practice (the net proceeds from such sales, the "<u>Remaining Vehicles Sale Proceeds</u>"). As of the date hereof, the schedule of Remaining Vehicles is set forth on <u>Exhibit 7</u>, and the Remaining Vehicle A/P⁴ for all such Remaining Vehicles through June 30, 2025 is \$76,778.
- b. After the sale by Enterprise of all such Remaining Vehicles, Enterprise shall provide a written statement (the "<u>Remaining Vehicle Payment Statement</u>") to the Debtors reflecting the (i) the Remaining Vehicle A/P, (ii) the RBV⁵ for all Remaining Vehicles, and (iii) the Remaining Vehicles Sale Proceeds.
- c. Within ten (10) business days of issuance of the Remaining Vehicle Payment Statement, Enterprise shall pay to the Debtors the Surplus Amount⁶ and Holdings shall pay to Enterprise the Make Whole Amount,⁷ as applicable.
- 6. <u>Backlog Vehicles</u>.
 - a. For Backlog Vehicles,⁸ Enterprise will seek to lease to third parties (the underlying leases for these new leases, the "<u>Third-Party Leases</u>") all such Backlog Vehicles in a commercially reasonable manner consistent with past practice. As of the date hereof, the schedule of Backlog Vehicles is set forth on <u>Exhibit 8</u>. For the avoidance of doubt, any Vehicle that becomes a Transferred Vehicle from and after the date hereof shall not be considered a Backlog Vehicle.
 - b. After all such Backlog Vehicles have been leased to third parties, or sold (if Enterprise is unable to enter into a Third Party Lease at a reasonable price), Enterprise shall provide to the Debtors a written statement (the "<u>Backlog Vehicle</u>

³ "<u>Remaining Vehicle</u>" means any Vehicle the Debtors designated as a "Remaining Vehicle" in a written communication to Enterprise (e-mail being sufficient).

⁴ "<u>Remaining Vehicle A/P</u>" means the aggregate prepetition and postpetition amounts owed for a Remaining Vehicle as of the date the Debtors designated the Vehicle as a Remaining Vehicle and have provided, or otherwise made available, to Enterprise for sale.

⁵ "<u>RBV</u>" means the Remaining Book Value for each Vehicle as reflected on the Schedule to the Master Equity Lease Agreement for such Vehicle.

⁶ "<u>Surplus Amount</u>" means the (i) the Remaining Vehicles Sale Proceeds, *less* (ii) the Remaining Vehicle A/P, *less* (iii) the RBV for the Remaining Vehicles, solely to the extent the foregoing calculation reflects an amount greater than \$0. The Remaining Vehicle A/P is reflected as a positive amount.

⁷ "<u>Make Whole Amount</u>" means the means the (i) the Remaining Vehicles Sale Proceeds, *less* (ii) the Remaining Vehicle A/P, *less* (iii) the RBV for the Remaining Vehicles, solely to the extent the foregoing calculation reflects an amount *less* than \$0

⁸ "<u>Backlog Vehicles</u>" means Vehicles that the Debtors have ordered from Enterprise under the Master Equity Lease Agreement, but that (a) Enterprise has not yet delivered to the Debtors as of the date hereof, and (b) the Buyers have agreed not to have assigned to them under the Vehicle Assignment Agreements.

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 6 of 41

<u>Payment Statement</u>") reflecting the difference between (1) the RBV for the Backlog Vehicles under the Master Equity Lease Agreement and (2) (x) the RBV for the Backlog Vehicles leased under the Third-Party Leases and (y) the net proceeds obtained by Enterprise in any sales of Backlog Vehicles (such difference, the "<u>Backlog Vehicle Deficit Amount</u>").

c. Within ten (10) business days of issuance of the Backlog Vehicle Payment Statement, Enterprise shall pay to the Debtors the greater of (x) \$103,848 and (y) \$207,696 *less* the Backlog Vehicle Deficit Amount.

7. The Debtors' liabilities under the Master Equity Lease Agreement shall be limited to the amounts set forth in <u>Paragraph 4</u> *plus* the Make Whole Amount (if any); <u>provided</u>, for the avoidance of doubt, the foregoing does not limit Enterprise's ability to recoup as set forth in <u>Paragraph 6</u> of this Order.

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. 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.

12. 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

5

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 7 of 41

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 3333 Piedmont Road, NE, Suite 2500 Atlanta, Georgia 30305 Telephone: (678) 553-2100 Email: kurzweild@gtlaw.com petriem@gtlaw.com

Counsel for the Debtors and Debtors in Possession

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 8 of 41

<u>Exhibit 1</u>

Vehicle Assignment Agreement with Air Pros Legacy Buyer

Case 25-10356-pmb Doc 508-1 Exhibit A - Proposed Proposed

FLEET MANAGEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT (WITH RELEASE)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (WITH RELEASE) (this "Agreement") is made and entered into as of the (dav of June	2025
by and among Air Pros Solutions Holdings, LLC , ("Assignor"), Air Today Holdings, LLC., ("Assignee") and E		
statutory trust ("Lessor").		

WITNESSETH:

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under that certain Master Equity Lease Agree dated as of March 26, 2024, as it relates to the use of the said lease vehicle(s) in the attached Appendix A; by and between Lessor, as lessor, and Assignor, as lessee, as amended (the "Lease"), including, without limitation, all of the schedules and addenda to the Lease (the Lease and such schedules and addenda are hereinafter collectively referred to as the "Lease Documents"); and

WHEREAS, Assignee desires to assume all of Assignor's duties, liabilities and obligations under the Lease Documents; and

WHEREAS, Lessor is willing to consent to said assignment and assumption on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee and Lessor hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, its heirs, executors, personal representatives, successors and assigns, all of Assignor's right, title and interest in, to and under the Lease Documents.

2. Acceptance and Assumption. Assignee, for itself and its heirs, executors, personal representatives, successors and assigns, hereby (a) accepts the assignment of all of Assignor's right, title and interest in, to and under the Lease Documents, (b) assumes and agrees to pay and/or perform all of the past, present and future duties, liabilities and obligations of the lessee under the Lease Documents and (c) agrees to comply with and abide by all of the terms, provisions, conditions and covenants contained in the Lease Documents.

3. Consent; Release. Lessor hereby consents to the assignment and assumption of the Lease Documents effected pursuant to this Agreement and hereby releases Assignor from any and all further duties, liabilities and/or obligations under the Lease Documents for the said listed lease vehicle(s).

4. Further Assurances. Assignor and Assignee each agree that they will, at any time and from time to time after the date hereof, at their own expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, instruments, powers or assurances as may be reasonably requested by the other party or by Lessor for the better assigning and confirming to the Assignee any and all of the right, title and interest to be assigned to Assignee as provided in this Agreement or for the better assumption by Assignee of the duties, liabilities and obligations to be assumed by Assignee as provided for in this Agreement.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, personal representatives, successors and assigns and shall inure to the benefit of Lessor and its successors and assigns. Neither Assignor nor Assignee may assign, transfer or delegate any of their respective rights, duties, liabilities or obligations under this Agreement.

6. Amendments. This Agreement may only be amended by a writing signed by Assignor, Assignee and Lessor.

7. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings (oral or written) relating to the subject matter hereof.

8. Counterparts. This Agreement may be executed in any number of counterparts (including telecopy counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Air Pros Solutions Holdings, LLC	Assignee:	Enterprise FM Trust ("Lessor") By: Enterprise Fleet Management Inc., its attorney in fact
Signature: Brian Smith Name:	Signature: Arthur Ferr	Signature: Stephanie Foster
Chief Operating Officer	Title: MER	Finance Manager

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 10 of 41

APPENDIX A

Unit #	VIN #	Year	Make	Model

Exhibit 1 AirToday Schedule of Vehicles Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc PRIMIEGED & CONFIDENTIAL Exhibit A - Proposed Order with Exhibits Page 11 of 41

	hedule of Vehicles			<u> - Proposec</u>			<u>xhibits</u>	Pac	<u>e 11 of 4</u>	
Vehicle 25KK46	Customer Vehicle ID**	Responsible Party Air Today	Type Backlog Status Active Lease	EU Air Pros LLC (AP- SEFL)	Cust Num 594454	Driver Last** DRIVER	VIN ZFBHRFBB3M6V28177	Make RAM	Model N ProMaster City	Year Series 2021 Tradesman SLT Cargo Van
23T89P	24	Air Today	Active Lease	Air Pros LLC (AP-Ocala) Air Pros LLC (AP-Orlando)	594456 594458	Ocala Driver DRIVER	1N6BF0LY9JN803822	Nissan	NV Cargo NV2500 HD	2018 SV V6 3dr Rear-Wheel Drive Cargo Van
236NWP 25KKM4	24	Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP- SEFL)	594454	DRIVER	54DC4W1B7KS804142 ZFBHRFBB5M6V28181	*lsuzu RAM	NPR HD Gas ProMaster City	2019 Reg Cab 2021 Tradesman SLT Cargo Van
27NGVN 26GP9R		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP-Orlando) Air Pros LLC (AP- SEFL)	594458 594454	DRIVERS UNASSIGNED	1N6ED1EJ0RN671618 NM0LS7S2XN1538394	Nissan Ford	Frontier Transit Connect	2024 S 4x2 Crew Cab 5 ft. box 126 in. WB 2022 XL Cargo Van LWB
25KK3Z		Air Today	Active Lease	Jack Rabbit	626666	Driver Hansen	ZFBHRFBB5M6V27564	RAM	ProMaster City	2021 Tradesman SLT Cargo Van
25KK3X 25KK37		Air Today Air Today	Active Lease Active Lease	Air Pros SWFL, LLC Air Pros LLC (AP-Ocala)	595827 594456	Driver Hansen DRIVER	ZFBHRFBB4M6V28009 ZFBHRFBB1M6V28002	RAM	ProMaster City ProMaster City	2021 Tradesman SLT Cargo Van 2021 Tradesman SLT Cargo Van
25KK3W		Air Today	Active Lease	Air Pros LLC (AP-Ocala)	594456	Driver Hansen	ZFBHRFBB2M6V28168	RAM	ProMaster City	2021 Tradesman SLT Cargo Van
23L9KZ 25RBSG		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP-Orlando) Air Pros LLC (AP-Ocala)	594458 594456	Theodore Wrecked Spare Unassigned	1GCWGAFP1L1236381 3GCNWAEKXMG277504	Chevrolet Chevrolet	Express 2500 Silverado 1500	2020 Work Van Rear-Wheel Drive Cargo Van 2021 Work Truck 4x2 Regular Cab 8 ft. box 139.6 in. WB
25RGDB		Air Today	Active Lease	Air Pros LLC (AP-Orlando)	594458	Universal Driver	3GCNWAEH2MG107805		Silverado 1500	2021 Work Truck 4x2 Regular Cab 8 ft. box 139.6 in. WB
27NGV6 25HS3D		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP-Ocala) Air Pros SWFL, LLC	594456 595827	Driver Various DRIVER	1N6ED1EK4RN644236 ZFBHRFAB2N6W67820	Nissan RAM	Frontier ProMaster City	2024 S 4x4 Crew Cab 5 ft. box 126 in. WB 2022 Base Cargo Van
25HRX5 25HRWM		Air Today	Active Lease Active Lease	Air Pros LLC (AP-Orlando) Jack Rabbit	594458 626666	Keith Bilecki David Buck	ZFBHRFAB4N6W68175	RAM RAM	ProMaster City ProMaster City	2022 Base Cargo Van 2022 Base Cargo Van
25HRWM 278P4M		Air Today Air Today	Active Lease	Air Pros LLC (AP- SEFL)	594454	TBD	1GB0GRF73P1110828	Chevrolet	Express Cutaway	2022 Base Cargo Van 2023 Work Van Chassis 139 in. WB SRW
278P48 27CD2H		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP- SEFL) Drain Genie - Orlando	594454 641211	TBD TBD	1GB0GRF74P1112622 3C6LRVCG1RE125108	Chevrolet RAM	Express Cutaway ProMaster 2500	2023 Work Van Chassis 139 in. WB SRW 2024 High Roof Cargo Van 136 in. WB
26PSQJ		Air Today	Active Lease	Drain Genie - Orlando	641211	Orlando Driver	3C6LRVCG3PE549824	RAM	ProMaster 2500	2023 High Roof Cargo Van 136 in. WB
27B97P 27B985		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP - Boca FL) Drain Genie - Orlando	622476 641211	TBD Corporate Driver	1GD07RF75P1144406 1GD07RF75P1144311	GMC GMC	Savana Cutaway Savana Cutaway	2023 Work Van Chassis 139 in. WB SRW 2023 Work Van Chassis 139 in. WB SRW
28LS7G		Air Today	Active Lease	Air Pros Solutions - Corp Vehicles	614287	Various Driver	1FTFW6L88RFB98706	Ford	F-150	2024 King Ranch 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB
282DKR 28RSK5		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP - Boca FL) Air Pros LLC (AP - Boca FL)	622476 622476	TBD Various Driver	54DC4W1D1PS210056 1FT7W2BA5REE61225	*lsuzu Ford	*NPR HD F-250	2023 *Reg Cab 2024 XL 4x4 SD Crew Cab 8 ft, box 176 in, WB SRW
264MT2		Air Today	Active Lease	Air Pros LLC (AP - Boca FL)	622476	DRIVER	1N6AF0LY2MN810711	Nissan	NV Cargo NV2500 HD	2021 SV V8 3dr Rear-Wheel Drive High Roof Cargo Van
264MVF 264MWL		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP-Orlando) Air Pros LLC (AP - Boca FL)	594458 622476	DRIVER DRIVER	1N6AF0LY2MN809767 1N6AF0LY0MN811002	Nissan Nissan	NV Cargo NV2500 HD NV Cargo NV2500 HD	2021 SV V8 3dr Rear-Wheel Drive High Roof Cargo Van 2021 SV V8 3dr Rear-Wheel Drive High Roof Cargo Van
27RB9B		Air Today	Active Lease	Drain Genie - Ocala	641210	Drain Genie TBD	1FTBR1C81RKA25688	Ford	Transit-250 Cargo	2024 Base Rear-Wheel Drive Medium Roof Van 148 in. WB
25HS2L 27CC34		Air Today Air Today	Active Lease Active Lease	Jack Rabbit Air Pros LLC (AP-Ocala)	626666 594456	DRIVER DRIVER	ZFBHRFAB4N6W67382 1N6ED1EJ6RN646111	RAM Nissan	ProMaster City Frontier	2022 Base Cargo Van 2024 S 4x2 Crew Cab 5 ft. box 126 in. WB
27CC38 278P47		Air Today	Active Lease Active Lease	Air Pros LLC (AP-Ocala) Air Pros LLC (AP- SEFL)	594456 594454	DRIVER TBD	1N6ED1EJ2RN629130 1GB0GRF76P1112587	Nissan	Frontier	2024 S 4x2 Crew Cab 5 ft. box 126 in. WB 2023 Work Van Chassis 139 in. WB SRW
278P47 27QWBD		Air Today Air Today	Active Lease	Air Pros LLC (AP - SEFL) Air Pros LLC (AP - Boca FL)	594454 622476	TBD	54DC4W1DXRS204355	Chevrolet *Isuzu	Express Cutaway *NPR-HD	2023 Work van Chassis 139 in. WB SRW 2024 *Regular cab
27NGVJ 27QWBJ		Air Today Air Today	Active Lease Active Lease	Jack Rabbit Air Pros LLC (AP - Boca FL)	626666 622476	DRIVER TBD	1N6ED1EJ2RN671331 54DC4W1D0RS205868	Nissan *Isuzu	Frontier *NPR-HD	2024 S 4x2 Crew Cab 5 ft. box 126 in. WB 2024 "Regular cab
25HRWR		Air Today	Active Lease	Air Pros SWFL, LLC	595827	DRIVER	ZFBHRFAB5N6W68508	RAM	ProMaster City	2024 Regular cab 2022 Base Cargo Van
25HRXP 25HRXR		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP-Orlando) Jack Rabbit	594458 626666	Unassigned Unassigned DRIVER	ZFBHRFAB3N6W67826 ZFBHRFAB2N6W67834	RAM RAM	ProMaster City ProMaster City	2022 Base Cargo Van 2022 Base Cargo Van
26C4NS		Air Today	Active Lease	Air Pros Solutions - Corp Vehicles	614287	DRIVER	1FT8W2BT1NEF41296	Ford	F-250	2022 Platinum 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW
27B696 25KKDK		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP- SEFL) Air Pros LLC (AP-Ocala)	594454 594456	TBD DRIVER	1GCPSBEK6P1230242 ZFBHRFBB9M6V28023	Chevrolet RAM	Colorado ProMaster City	2023 WT 4x2 Crew Cab 5 ft. box 131 in. WB 2021 Tradesman SLT Caroo Van
25KK7Q		Air Today	Active Lease	Air Pros LLC (AP- SEFL)	594454	UNASSIGNED	ZFBHRFBB5M6V28018	RAM	ProMaster City	2021 Tradesman SLT Cargo Van
25KK5W 25HRXH		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP - Boca FL) Air Pros SWFL, LLC	622476 595827	DRIVER DRIVER	ZFBHRFBB8M6V28014 ZFBHRFAB6N6W66539	RAM RAM	ProMaster City ProMaster City	2021 Tradesman SLT Cargo Van 2022 Base Cargo Van
23GXJC	W-10	Air Today	Active Lease	Air Pros SWFL, LLC	595827	DRIVER	NM0LS7E70J1367527	Ford	Transit Connect	2018 XL Cargo Van LWB
22TDZV 232QQC		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP- SEFL) Air Pros LLC (AP- SEFL)	594454 594454	DRIVER DRIVER	3N6CM0KN0JK701543 3N6CM0KN5KK702057	Nissan Nissan	NV200 NV200	2018 SV 4dr Compact Cargo Van 2019 SV 4dr Compact Cargo Van
232QQJ		Air Today	Active Lease	Air Pros LLC (AP- SEFL)	594454	DRIVER	3N6CM0KN1KK702086	Nissan	NV200	2019 SV 4dr Compact Cargo Van
26G6RJ 26G6RN		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP- SEFL) Air Pros LLC (AP- SEFL)	594454 594454	DRIVER UNASSIGNED	NM0LS7S26N1538411 NM0LS7S22N1538387	Ford Ford	Transit Connect Transit Connect	2022 XL Cargo Van LWB 2022 XL Cargo Van LWB
23KP5D		Air Today	Active Lease	Air Pros LLC (AP- SEFL)	594454	UNASSIGNED	1N6AD0ER3KN787139	Nissan	Frontier	2019 SV (A5) 4x4 Crew Cab 4.75 ft. box 125.9 in. WB
25HRZD 23WXST		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP- SEFL) Air Pros SWFL, LLC	594454 595827	UNASSIGNED DRIVER	ZFBHRFAB5N6W68542 3N6CM0KNXMK695738	RAM Nissan	ProMaster City NV200	2022 Base Cargo Van 2021 SV 4dr Compact Cargo Van
27DJJ6		Air Today	Active Lease	Air Pros Solutions - Corp Vehicles	614287	TBD	1FTFW1RJXPFC54056	Ford	F-150	2023 Raptor 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB
23LGVN 25HS2J		Air Today Air Today	Active Lease Active Lease	Jack Rabbit Jack Rabbit	626666 626666	DRIVER DRIVER	1GB0GRFG6L1272799 ZFBHRFAB4N6W68161	Chevrolet RAM	Express Cutaway ProMaster City	2020 Work Van Chassis 139 in. WB SRW 2022 Base Cargo Van
25HS3R		Air Today	Active Lease	Air Pros LLC (AP- SEFL)	594454	UNASSIGNED	ZFBHRFAB7N6W68171	RAM	ProMaster City	2022 Base Cargo Van
25HS39 25HS3K		Air Today Air Today	Active Lease Active Lease	Jack Rabbit Air Pros LLC (AP- SEFL)	626666 594454	DRIVER UNASSIGNED	ZFBHRFAB6N6W66542 ZFBHRFABXN6W67810	RAM RAM	ProMaster City ProMaster City	2022 Base Cargo Van 2022 Base Cargo Van
25HS3L		Air Today	Active Lease	Air Pros LLC (AP-Ocala)	594456	DRIVER	ZFBHRFAB1N6W68165	RAM	ProMaster City	2022 Base Cargo Van
26QJLM 25J8QK		Air Today Air Today	Active Lease Active Lease	Jack Rabbit Air Pros SWFL, LLC	626666 595827	DRIVER Corporate Driver	1N6ED1CL2PN632448 1FTMF1CB5NKD03936	Nissan Ford	Frontier F-150	2023 S 4x2 King Cab 6 ft. box 126 in. WB 2022 XL 4x2 Regular Cab 8 ft. box 141 in. WB
23LGVL 28LQ9L		Air Today	Active Lease Active Lease	Air Pros LLC (AP- SEFL) Air Pros Solutions - Corp Vehicles	594454 614287	UNASSIGNED Various Driver	1GB0GRFGXL1272725 1C6SRFJP9SN507229	Chevrolet RAM	Express Cutaway 1500	2020 Work Van Chassis 139 in. WB SRW 2025 Laramie 4x4 Crew Cab 144 5 in. WB
28LQ9L 23T89X		Air Today Air Today	Active Lease	Air Pros Solutions - Corp Venicles Air Pros SWFL, LLC	595827	DRIVER	1065RFJP95N507229 1N6BF0LY0JN803983	Nissan	NV Cargo NV2500 HD	2025 Laramie 4x4 Crew Cab 144.5 in. WB 2018 SV V6 3dr Rear-Wheel Drive Cargo Van
28BCTN 283GWF		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP- SEFL) Air Pros LLC (AP-Ocala)	594454 594456	DRIVER Various Driver	3FTTW8A30SRA20030 1FDWE3FN8RDD11080	Ford Ford	Maverick E-350 Cutaway	2025 XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB 2024 Base Chassis 138 in. WB SRW
23KGSN		Air Today Air Today	Active Lease	Air Pros LLC (AP-Ocala)	594456	DRIVER	1GB0GRFP2K1362899	Chevrolet	Express Cutaway	2019 Work Van Chassis 139 in. WB SRW
23KGTX 23KP4D	W-20	Air Today Air Today	Active Lease Active Lease	Jack Rabbit Air Pros LLC (AP- SEFL)	626666 594454	DRIVER DRIVER	1GB0GRFP7K1362879 1N6AD0ER9KN793950	Chevrolet Nissan	Express Cutaway Frontier	2019 Work Van Chassis 139 in. WB SRW 2019 SV (A5) 4x4 Crew Cab 4.75 ft. box 125.9 in. WB
2373QM	25	Air Today	Active Lease	Drain Genie - Orlando	641211	SWFL Driver	1N6BF0KM4KN801833	Nissan	NV Cargo NV1500	2019 S V6 3dr Rear-Wheel Drive Cargo Van
23KFFB 23KFFZ		Air Today Air Today	Active Lease	Air Pros LLC (AP - Boca FL) Air Pros LLC (AP- SEFL)	622476 594454	Orlando Driver DRIVER	3N6CM0KN0LK693317 3N6CM0KN9LK699407	Nissan Nissan	NV200 NV200	2020 S 4dr Compact Cargo Van 2020 S 4dr Compact Cargo Van
23KFD6		Air Today	Active Lease	Air Pros LLC (AP-Ocala)	594456	DRIVER	3N6CM0KN1LK692015	Nissan	NV200	2020 S 4dr Compact Cargo Van
23NL6X 233M2H		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP- SEFL) Air Pros LLC (AP- SEFL)	594454 594454	DRIVER DRIVER	1FTEW1CPXLKE91320 1FTYR2ZM4JKA15875	Ford Ford	F-150 Transit-250	2020 XLT 4x2 SuperCrew Cab Styleside 5.5 ft. box 145 in. WB 2018 Base w/60/40 Pass-Side Cargo Doors Low Roof Cargo Van 147.6 in. WB
23LGVB		Air Today	Active Lease	Air Pros LLC (AP-Ocala)	594456	DRIVER	1GB0GRFG2L1271844	Chevrolet	Express Cutaway	2020 Work Van Chassis 139 in. WB SRW
23LGV9 23LGVD		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP- SEFL) Air Pros LLC (AP- SEFL)	594454 594454	DRIVER DRIVER	1GB0GRFG9L1271842 1GB0GRFG9L1277849	Chevrolet Chevrolet	Express Cutaway Express Cutaway	2020 Work Van Chassis 139 in. WB SRW 2020 Work Van Chassis 139 in. WB SRW
23LGVJ		Air Today	Active Lease	Air Pros LLC (AP-Ocala)	594456	DRIVER	1GB0GRFG2L1271830	Chevrolet	Express Cutaway	2020 Work Van Chassis 139 in. WB SRW
23LGVK 23LGV6		Air Today Air Today	Active Lease Active Lease	Air Pros SWFL, LLC Air Pros LLC (AP- SEFL)	595827 594454	DRIVER	1GB0GRFG1L1271835 1HA0GRFG4LN014071	Chevrolet Chevrolet	Express Cutaway Express Cutaway	2020 Work Van Chassis 139 in. WB SRW 2020 Work Van Chassis 139 in. WB SRW
23LGV8		Air Today	Active Lease	Air Pros LLC (AP-Ocala)	594456	DRIVER	1GB0GRFG9L1271839	Chevrolet	Express Cutaway	2020 Work Van Chassis 139 in. WB SRW
23WXT3 23X8TB		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP- SEFL) Jack Rabbit	594454 626666	UNASSIGNED Unassigned Unassigned	3N6CM0KN3MK695693 1N6ED0EA4MN704879	Nissan Nissan	NV200 Frontier	2021 SV 4dr Compact Cargo Van 2021 SV 4x2 Crew Cab 5 ft. box 125.9 in. WB
23X8TW		Air Today	Active Lease	Air Pros LLC (AP- SEFL)	594454	UNASSIGNED	1N6ED0EA9MN706529	Nissan	Frontier	2021 SV 4x2 Crew Cab 5 ft. box 125.9 in. WB
278P4Q 27CC37		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP- SEFL) Air Pros SWFL, LLC	594454 595827	DRIVER DRIVER	1GB0GRF77P1112579 1N6ED1EJ3RN629220	Chevrolet Nissan	Express Cutaway Frontier	2023 Work Van Chassis 139 in. WB SRW 2024 S 4x2 Crew Cab 5 ft. box 126 in. WB
27S9R6 27CC3B		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP- SEFL) Drain Genie - Orlando	594454 641211	DRIVER SWFL Driver	1N6ED1CL3RN610722 1N6ED1EJ5RN628988	Nissan	Frontier Frontier	2024 S 4x2 King Cab 6 ft. box 126 in. WB 2024 S 4x2 Crew Cab 5 ft. box 126 in. WB
27CC3B 27CC3C		Air Today Air Today	Active Lease	Air Pros LLC (AP-Orlando)	594458	DRIVER	1N6ED1EJ3RN628988 1N6ED1EJ1RN644931	Nissan Nissan	Frontier	2024 S 4x2 Crew Cab S ft. box 126 in. WB 2024 S 4x2 Crew Cab 5 ft. box 126 in. WB
27MWPT 23MD79		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP-Ocala) Air Pros SWFL, LLC	594456 595827	DRIVER TBD	1FTFW1RG4PFC87445 3N6CM0KN2LK704091	Ford Nissan	F-150 NV200	2023 Raptor 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB 2020 S 4dr Compact Cargo Van
23MD7N		Air Today	Active Lease	Air Pros SWFL, LLC	595827	TBD	3N6CM0KNXLK704081	Nissan	NV200	2020 S 4dr Compact Cargo Van
28323P 28323J		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP- SEFL) Air Pros LLC (AP- SEFL)	594454 594454	DRIVER DRIVER	NM0LS7S26P1570472 NM0LS7S2XP1570457	Ford Ford	Transit Connect Transit Connect	2023 XL Cargo Van LWB 2023 XL Cargo Van LWB
27CD28		Air Today	Active Lease	Air Pros LLC (AP-Ocala)	594456	DreamTeam Unassigned		RAM	ProMaster 2500	2024 High Roof Cargo Van 136 in. WB
27CCZZ 27CCZS		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP- SEFL) Air Pros LLC (AP-Orlando)	594454 594458	TBD DRIVER	3C6LRVCG4RE125121 3C6LRVCG2RE125120	RAM RAM	ProMaster 2500 ProMaster 2500	2024 High Roof Cargo Van 136 in. WB 2024 High Roof Cargo Van 136 in. WB
27CCZP		Air Today	Active Lease	Air Pros LLC (AP-Ocala)	594456	TBD	3C6LRVCG6RE125122	RAM	ProMaster 2500	2024 High Roof Cargo Van 136 in. WB
27CC32 27CD23		Air Today Air Today	Active Lease Active Lease	Air Pros LLC (AP-Orlando) Air Pros LLC (AP-Ocala)	594458 594456	DRIVER DRIVER	1N6ED1EJ3RN643151 3C6LRVCG6RE125119	Nissan RAM	Frontier ProMaster 2500	2024 S 4x2 Crew Cab 5 ft. box 126 in. WB 2024 High Roof Cargo Van 136 in. WB
232QNB		Air Today	Active Lease	Jack Rabbit	626666	DRIVER	1N6AD0CU7KN753194	Nissan	Frontier	2019 SV (A5) 4x2 King Cab 6 ft. box 125.9 in. WB
22VJLG 22VJLB		Air Today Air Today	Active Lease Active Lease	n/a n/a	454339 614287	Corporate Driver SWFL Driver	1N6AD0CU1KN703195 1N6AD0CU5KN703782	Nissan Nissan	Frontier Frontier	2019 SV (A5) 4x2 King Cab 6 ft. box 125.9 in. WB 2019 SV (A5) 4x2 King Cab 6 ft. box 125.9 in. WB
23X8V4		Air Today	Active Lease	n/a	614287	DRIVER	1N6ED0EA5MN706561	Nissan	Frontier	2021 SV 4x2 Crew Cab 5 ft. box 125.9 in. WB
27J4J8 28M5SH		Air Today Air Today	Backlog Confimed Backlog Confimed	Air Pros LLC (AP - Boca FL) Air Pros LLC (AP - Boca FL)			1HA0GRF76RN016137 3C6LRVVG8SE540865	Chevrolet RAM	Express Cutaway ProMaster 2500	2024 Work Van Chassis 139 in. WB 2025 Base Cargo Van Low Roof 136 in. WB
28M5R5		Air Today	Backlog Confimed	Air Pros LLC (AP - Boca FL)			1N6ED1CL8SN639137	Nissan	Frontier	2025 S 4x2 King Cab 6 ft. box 126 in. WB
28M5VR 28M5QZ		Air Today Air Today	Backlog Confirmed Backlog Confirmed	Air Pros LLC (AP- SEFL) Air Pros LLC (AP- SEFL)			1N6ED1EJ6SN632229 1N6ED1CL3SN634928	Nissan Nissan	Frontier Frontier	2025 S 4x2 Crew Cab 5 ft. box 126 in. WB 2025 S 4x2 King Cab 6 ft. box 126 in. WB
28M5QN		Air Today	Backlog Confimed	Air Pros LLC (AP- SEFL)			1N6ED1CL6SN635264	Nissan	Frontier	2025 S 4x2 King Cab 6 ft. box 126 in. WB
28M5RC 28M5RM		Air Today Air Today	Backlog Confimed Backlog Confimed	Air Pros LLC (AP- SEFL) Air Pros LLC (AP- SEFL)			1N6ED1CL2SN637948 1N6ED1CL3SN641121	Nissan Nissan	Frontier Frontier	2025 S 4x2 King Cab 6 ft. box 126 in. WB 2025 S 4x2 King Cab 6 ft. box 126 in. WB
28BCTL 28BCTM		Air Today	Backlog Confimed	Air Pros LLC (AP-Ocala)			3FTTW8A34SRA20113	Ford Ford	Maverick Maverick	2025 XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB
28BCTM 28M5QL		Air Today Air Today	Backlog Confimed Backlog Confimed	Air Pros LLC (AP-Ocala) Air Pros LLC (AP-Ocala)			3FTTW8A30SRA19699 1N6ED1CL4SN635070	Ford Nissan	Maverick Frontier	2025 XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB 2025 S 4x2 King Cab 6 ft. box 126 in. WB
28M5QW 28M5WN		Air Today Air Today	Backlog Confimed Backlog Confimed	Air Pros LLC (AP-Ocala) Air Pros LLC (AP-Ocala)			1N6ED1CL0SN635258 1GB0GRF77S1138429	Nissan Chevrolet	Frontier Express Cutaway	2025 S 4x2 King Cab 6 ft. box 126 in. WB 2025 Work Van Chassis 139 in. WB
28M5RB		Air Today	Backlog Confimed	Air Pros LLC (AP-Orlando)			1N6ED1CLXSN636496	Nissan	Frontier	2025 S 4x2 King Cab 6 ft. box 126 in. WB
28V9XB 28M5L5		Air Today Air Today	Backlog Confimed Backlog Confimed	Drain Genie Drain Genie - Orlando			1FTBW1X8XRKB84714 3C6LRVAG4SE546975	Ford RAM	Transit-350 Cargo ProMaster 1500	2024 Base Rear-Wheel Drive High Roof Van 148 in. WB 2025 Low Roof Cargo Van 136 in. WB
28M5T3		Air Today	Backlog Confimed	Drain Genie - SEFL			3C6LRVVG5SE542377	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28BCTQ		Air Today	Backlog Confimed	Jack Rabbit			3FTTW8A33SRA19955	Ford	Maverick	2025 XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 12 of 41

Exhibit 2

Vehicle Assignment Agreement with One Source Buyer

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Propose Contemport States Page 13 of 41

FLEET MANAGEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT (WITH RELEASE)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (WITH RELEASE) (this "Agreement") is made and entered into as of the ______ day of ______, 2025 by and among <u>Air Pros Solutions Holdings, LLC</u>, ("Assignor"), <u>One Source Home Service, LLC</u>, ("Assignee") and Enterprise FM Trust, a Delaware statutory trust ("Lessor").

WITNESSETH:

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under that certain Master Equity Lease Agreement dated as of March 26, 2024, as it relates to the use of the said lease vehicle(s) in the attached Appendix A; by and between Lessor, as lessor, and Assignor, as lessee, as amended (the "Lease"), including, without limitation, all of the schedules and addenda to the Lease (the Lease and such schedules and addenda are hereinafter collectively referred to as the "Lease Documents"); and

WHEREAS, Assignee desires to assume all of Assignor's duties, liabilities and obligations under the Lease Documents; and

WHEREAS, Lessor is willing to consent to said assignment and assumption on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee and Lessor hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, its heirs, executors, personal representatives, successors and assigns, all of Assignor's right, title and interest in, to and under the Lease Documents.

2. Acceptance and Assumption. Assignee, for itself and its heirs, executors, personal representatives, successors and assigns, hereby (a) accepts the assignment of all of Assignor's right, title and interest in, to and under the Lease Documents, (b) assumes and agrees to pay and/or perform all of the past, present and future duties, liabilities and obligations of the lessee under the Lease Documents and (c) agrees to comply with and abide by all of the terms, provisions, conditions and covenants contained in the Lease Documents.

3. Consent; Release. Lessor hereby consents to the assignment and assumption of the Lease Documents effected pursuant to this Agreement and hereby releases Assignor from any and all further duties, liabilities and/or obligations under the Lease Documents for the said listed lease vehicle(s).

4. Further Assurances. Assignor and Assignee each agree that they will, at any time and from time to time after the date hereof, at their own expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, instruments, powers or assurances as may be reasonably requested by the other party or by Lessor for the better assigning and confirming to the Assignee any and all of the right, title and interest to be assigned to Assignee as provided in this Agreement or for the better assumption by Assignee of the duties, liabilities and obligations to be assumed by Assignee as provided for in this Agreement.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, personal representatives, successors and assigns and shall inure to the benefit of Lessor and its successors and assigns. Neither Assignor nor Assignee may assign, transfer or delegate any of their respective rights, duties, liabilities or obligations under this Agreement.

6. Amendments. This Agreement may only be amended by a writing signed by Assignor, Assignee and Lessor.

7. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings (oral or written) relating to the subject matter hereof.

8. Counterparts. This Agreement may be executed in any number of counterparts (including telecopy counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of (without reference to conflict of law principles).

Air Pros Solutions Holdings, LLC	One Source Home Service, LLC	Enterprise FM Trust ("Lessor") By: Enterprise Fleet Management Inc., its attorney in fact	
Signature:	Signature: Cameron Bessmer Digitally signed by Cameron Bessmer Date: 2025.06.06 13:12:56 -05'00'	Signature:	
Name: Brian Smith	Name: Cameron Bessmer	Stephanie Foster	
Chief Operating Officer	Title: COO	Finance Manager	

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 14 of 41

APPENDIX A

Unit #	VIN #	Year	Make	Model

Exhibit 2

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 15 of 41 Any Hour Schedule of Vehicles

Vehicle	Туре	VIN	Make	Model	Year Series
25XGJQ	Active Lease	1GC4WLE77PF143946	Chevrolet	Silverado 2500HD	2023 Work Truck 4x2 Crew Cab 8 ft. box 172 in. WB
25K6VR	Active Lease	ZFBHRFBB4M6V27569	RAM	ProMaster City	2021 Tradesman SLT Cargo Van
25K6VT	Active Lease	ZFBHRFBBXM6V28032	RAM	ProMaster City	2021 Tradesman SLT Cargo Van
25K6VN	Active Lease	ZFBHRFBB4M6V28186	RAM	ProMaster City	2021 Tradesman SLT Cargo Van
23T826	Active Lease	1GCHTAEAXF1235283	Chevrolet	Colorado	2015 Base 4x2 Extended Cab 6 ft. box 128.3 in. WB
23T838	Active Lease	1GB0G2CA8B1139676	Chevrolet	Express 3500	2011 Work Van Rear-Wheel Drive Cargo Van
25TPB9	Active Lease	1N6ED1EK8NN666458	Nissan	Frontier	2022 S 4x4 Crew Cab 5 ft. box 126 in. WB
23LGVG	Active Lease	1GB0GRFG8L1271802	Chevrolet	Express Cutaway	2020 Work Van Chassis 139 in. WB SRW
23LGVP	Active Lease	1GB0GRFG3L1272842	Chevrolet	Express Cutaway	2020 Work Van Chassis 139 in. WB SRW
23LGVM	Active Lease	1GB0GRFG1L1272788	Chevrolet	Express Cutaway	2020 Work Van Chassis 139 in. WB SRW
23M4WW	Active Lease	3N6CM0KN3LK700101	Nissan	NV200	2020 S 4dr Compact Cargo Van
23QTQC	Active Lease	3N6CM0KN1LK710853	Nissan	NV200	2020 SV 4dr Compact Cargo Van
23QTQJ	Active Lease	3N6CM0KN3LK711261	Nissan	NV200	2020 S 4dr Compact Cargo Van
23LGVQ	Active Lease	1GB0GRFG7L1275937	Chevrolet	Express Cutaway	2020 Work Van Chassis 139 in. WB SRW
22TDXD	Active Lease	1N6BD0CT4JN702729	Nissan	Frontier	2018 SV-I4 (A5) 4x2 King Cab 6 ft. box 125.9 in. WB
25FHVF	Active Lease	1N6ED1EK5NN619873	Nissan	Frontier	2022 S 4x4 Crew Cab 5 ft. box 126 in. WB
23T823	Active Lease	NM0LS7E75G1263186	Ford	Transit Connect	2016 XL Cargo Van
25XHZV	Active Lease	1GC4YLE72PF122447	Chevrolet	Silverado 2500HD	2023 Work Truck 4x4 Crew Cab 6.75 ft. box 158.9 in. WB
25XHH8	Active Lease	1GC4YLE72PF134114	Chevrolet	Silverado 2500HD	2023 Work Truck 4x4 Crew Cab 8 ft. box 172 in. WB
25XDXZ	Active Lease	1GC4YLE73PF134090	Chevrolet	Silverado 2500HD	2023 Work Truck 4x4 Crew Cab 8 ft. box 172 in. WB
23QTQK	Active Lease	3N6CM0KN0LK709192	Nissan	NV200	2020 S 4dr Compact Cargo Van
278P3F	Active Lease	1GB0GRF78P1112333	Chevrolet	Express Cutaway	2023 Work Van Chassis 139 in. WB SRW
27CD2B	Active Lease	3C6LRVCG6RE125105	RAM	ProMaster 2500	2024 High Roof Cargo Van 136 in. WB
2897WW	Active Lease	1N6ED1CM8RN672500	Nissan	Frontier	2024 S 4x4 King Cab 6 ft. box 126 in. WB
2897WZ	Active Lease	1N6ED1CM1RN672502	Nissan	Frontier	2024 S 4x4 King Cab 6 ft. box 126 in. WB
2897XP	Active Lease	1N6ED1CM1RN672662	Nissan	Frontier	2024 S 4x4 King Cab 6 ft. box 126 in. WB
26BKLG	Active Lease	1GC4YLE75NF199245	Chevrolet	Silverado 2500HD	2022 Work Truck 4x4 Crew Cab 6.75 ft. box 158.9 in. WB
25HS3V	Active Lease	ZFBHRFAB8N6W66557	RAM	ProMaster City	2022 Base Cargo Van
23T82X	Active Lease	1GCWGFCA6C1176658	Chevrolet	Express 2500	2012 Upfitter Rear-Wheel Drive Extended Cargo Van
28M5VS	Active Lease	1N6ED1EJ2SN632227	Nissan	Frontier	2025 S 4x2 Crew Cab 5 ft. box 126 in. WB
28M5KS	Backlog	3C6LRVAG7SE546968	RAM	ProMaster 1500	2025 Low Roof Cargo Van 136 in. WB
28M5WQ	Backlog	1N6ED1EK4SN634585	Nissan	Frontier	2025 S 4x4 Crew Cab 5 ft. box 126 in. WB
28M5WS	Backlog	1N6ED1EK0SN634633	Nissan	Frontier	2025 S 4x4 Crew Cab 5 ft. box 126 in. WB
28M5SX	Backlog	1N6ED1EK0SN633742	Nissan	Frontier	2025 S 4x4 Crew Cab 5 ft. box 126 in. WB
28M5T2	Backlog	1N6ED1EK7SN632121	Nissan	Frontier	2025 S 4x4 Crew Cab 5 ft. box 126 in. WB

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 16 of 41

Exhibit 3

Vehicle Assignment Agreement with Doug's/Dream Team/Hansen Buyer

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FLEET MANAGEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT (WITH RELEASE)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (WITH RELEASE) (this "Agreement") is made and entered into as of the day	y of June	2025
by and among Air Pros Solutions Holdings, LLC , ("Assignor"), Apex Service Partners, LLC , ("Assignee") and Enter	erprise FM Trust, a Dela	ware
statutory trust ("Lessor").		

WITNESSETH:

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under that certain Master Equity Lease Agreement dated as of March 26, 2024, as it relates to the use of the said lease vehicle(s) in the attached Appendix A; by and between Lessor, as lessor, and Assignor, as lessee, as amended (the "Lease"), including, without limitation, all of the schedules and addenda to the Lease (the Lease and such schedules and addenda are hereinafter collectively referred to as the "Lease Documents"); and

WHEREAS, Assignee desires to assume all of Assignor's duties, liabilities and obligations under the Lease Documents; and

WHEREAS, Lessor is willing to consent to said assignment and assumption on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee and Lessor hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, its heirs, executors, personal representatives, successors and assigns, all of Assignor's right, title and interest in, to and under the Lease Documents.

2. Acceptance and Assumption. Assignee, for itself and its heirs, executors, personal representatives, successors and assigns, hereby (a) accepts the assignment of all of Assignor's right, title and interest in, to and under the Lease Documents, (b) assumes and agrees to pay and/or perform all of the past, present and future duties, liabilities and obligations of the lessee under the Lease Documents and (c) agrees to comply with and abide by all of the terms, provisions, conditions and covenants contained in the Lease Documents.

3. Consent; Release. Lessor hereby consents to the assignment and assumption of the Lease Documents effected pursuant to this Agreement and hereby releases Assignor from any and all further duties, liabilities and/or obligations under the Lease Documents for the said listed lease vehicle(s).

4. Further Assurances. Assignor and Assignee each agree that they will, at any time and from time to time after the date hereof, at their own expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, instruments, powers or assurances as may be reasonably requested by the other party or by Lessor for the better assigning and confirming to the Assignee any and all of the right, title and interest to be assigned to Assignee as provided in this Agreement or for the better assumption by Assignee of the duties, liabilities and obligations to be assumed by Assignee as provided for in this Agreement.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, personal representatives, successors and assigns and shall inure to the benefit of Lessor and its successors and assigns. Neither Assignor nor Assignee may assign, transfer or delegate any of their respective rights, duties, liabilities or obligations under this Agreement.

6. Amendments. This Agreement may only be amended by a writing signed by Assignor, Assignee and Lessor.

7. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings (oral or written) relating to the subject matter hereof.

8. Counterparts. This Agreement may be executed in any number of counterparts (including telecopy counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of (without reference to conflict of law principles).

Air Pros Solutions Holdings, LLC	Apex Service Partners LLC	Enterprise FM Trust ("Lessor") By: Enterprise Fleet Management Inc., its attorney in fact
Signature:	Signature:	Signature:
Brian Smith	Andrew J. "AJ" Brown	Stephanie Foster
Chief Operating Officer	Chief Executive Officer	Finance Manager

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APPENDIX A

Unit #	VIN #	Year	Make	Model

Exhibit 3

Apex Schedule of Vehicles

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54_{PRIVILEGED & CONFIDENTIAL} Vehicles Exhibit A - Proposed Order with Exhibits Page 19 of 41

Vehicle	Туре	VIN	Make	Model	Year Series
25HS3Z		ZFBHRFAB4N6W67396	RAM	ProMaster City	2022 Base Cargo Van
25ZJN8	Active Lease	NM0LS7S26N1532477	Ford	Transit Connect	2022 XL Cargo Van LWB
23KHLX		1GCWGAFG4L1163894	Chevrolet	Express 2500	2020 Work Van Rear-Wheel Drive Cargo Van
23M4B9		1N6BF0KY8LN807445	Nissan	NV Cargo NV2500 HD	2020 SV V6 3dr Rear-Wheel Drive Cargo Van
23WD4M		1N6BF0KM3MN803415	Nissan	NV Cargo NV1500	2021 SV V6 3dr Rear-Wheel Drive Cargo Van
23ZKL4 252ZSQ		1N6BF0KM9MN811213 1GCWGAFP8M1243491	Nissan Chevrolet	NV Cargo NV1500 Express 2500	2021 SV V6 3dr Rear-Wheel Drive Cargo Van 2021 Work Van Rear-Wheel Drive Cargo Van
25223Q 252ZTJ		1GCWGAFP8M1243491	Chevrolet	Express 2500	2021 Work Van Rear-Wheel Drive Cargo Van 2021 Work Van Rear-Wheel Drive Cargo Van
23X73Z		1FDXE4FS9KDC50098	Ford	E-350 Cutaway	2019 Base SD Chassis 176 in. WB DRW
25K9W3		1FD7X2A65NED16752	Ford	F-250	2022 XL 4x2 SD Super Cab 8 ft. box 164 in. WB SRW
25K9X9	Active Lease	1FD7X2A67NED16753	Ford	F-250	2022 XL 4x2 SD Super Cab 8 ft. box 164 in. WB SRW
25NPJM	Active Lease	1GB0GRFP2M1264913	Chevrolet	Express Cutaway	2021 Work Van Chassis 139 in. WB SRW
25NQLN	Active Lease	1GB0GRFP7M1247072	Chevrolet	Express Cutaway	2021 Work Van Chassis 139 in. WB SRW
25X9WK	Active Lease	1N6BF0LY5KN810445	Nissan	NV Cargo NV2500 HD	2019 SV V6 3dr Rear-Wheel Drive High Roof Cargo Van
25XD3D		1N6BF0LY6KN810468	Nissan	NV Cargo NV2500 HD	2019 SV V6 3dr Rear-Wheel Drive High Roof Cargo Van
25XCWX		1N6AF0LY6KN809106	Nissan	NV Cargo NV2500 HD	2019 SV V6 3dr Rear-Wheel Drive High Roof Cargo Van
25XD5B 25XD2S		1N6BF0LY8LN804057	Nissan	NV Cargo NV2500 HD	2020 SV V6 3dr Rear-Wheel Drive Cargo Van
25XD25 25XD36		1N6BF0LY5KN810400 1N6BF0LY8KN810262	Nissan Nissan	NV Cargo NV2500 HD NV Cargo NV2500 HD	2019 SV V6 3dr Rear-Wheel Drive High Roof Cargo Van 2019 SV V6 3dr Rear-Wheel Drive High Roof Cargo Van
25LP7K		1GB0WLE76NF326674	Chevrolet	Silverado 2500HD	2022 Work Truck 4x2 Regular Cab 8 ft. box 141.6 in. WB
25LP7N		1GB0WLE73NF326681	Chevrolet	Silverado 2500HD	2022 Work Truck 4x2 Regular Cab 8 ft. box 141.6 in. WB
25LP7R		1GB0WLE75NF326990	Chevrolet	Silverado 2500HD	2022 Work Truck 4x2 Regular Cab 8 ft. box 141.6 in. WB
25LP7V		1GB0WLE79NF327026	Chevrolet	Silverado 2500HD	2022 Work Truck 4x2 Regular Cab 8 ft. box 141.6 in. WB
25S7JZ	Active Lease	1FTMF1CB2NKD18099	Ford	F-150	2022 XL 4x2 Regular Cab 6.5 ft. box 122 in. WB
252CXD		3GCPWBEK1MG376923	Chevrolet	Silverado 1500	2021 Custom 4x2 Crew Cab 5.75 ft. box 147.4 in. WB
23KHQV		1FDWE3FS6KDC32793	Ford	E-350 Cutaway	2019 Base SD Chassis 176 in. WB DRW
23KHXZ		3GCPWAEF2LG276387	Chevrolet	Silverado 1500	2020 Work Truck 4x2 Crew Cab 5.75 ft. box 147.4 in. WB
25T4JQ		1N6BF0KY1KN808757	Nissan	NV Cargo NV2500 HD	2019 S V6 3dr Rear-Wheel Drive Cargo Van
25RFJB 23WQKP		1N6AA1CEXLN503473 1FDWE3FS1KDC32314	Nissan Ford	Titan E-350 Cutaway	2020 S 4dr 4x2 Crew Cab 5.5 ft. box 139.8 in. WB 2019 Base SD Chassis 176 in. WB DRW
25WQKF 25RFC6		1N6AF0KY5LN802781	Nissan	NV Cargo NV2500 HD	2019 Base 3D Chassis 170 III. WB DRW 2020 S V6 3dr Rear-Wheel Drive Cargo Van
25RFKB		1N6BF0KY9JN807502	Nissan	NV Cargo NV2500 HD	2018 S V6 3dr Rear-Wheel Drive Cargo Van
25RL2H		1FDWE3F64KDC54939	Ford	E-350 Cutaway	2019 Base SD Chassis 138 in. WB DRW
25R8LG	Active Lease	1FTEW1CP5LKE91872	Ford	F-150	2020 Lariat 4x2 SuperCab Styleside 8 ft. box 163 in. WB
25RGDF	Active Lease	3GCNWAEH7MG107797	Chevrolet	Silverado 1500	2021 Work Truck 4x2 Regular Cab 8 ft. box 139.6 in. WB
25RBN2	Active Lease	1GCWGAFP9L1269287	Chevrolet	Express 2500	2020 Work Van Rear-Wheel Drive Cargo Van
25RBS2		1GCWGAFP1L1272426	Chevrolet	Express 2500	2020 Work Van Rear-Wheel Drive Cargo Van
25RFCJ		1N6BF0KY1KN802795	Nissan	NV Cargo NV2500 HD	2019 S V6 3dr Rear-Wheel Drive Cargo Van
27MWPB 25XGJM		1FTFW1RG1PFD16044	Ford	F-150 Silverade 2500HD	2023 Raptor 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB
25XGJM 25XGJT		1GC4WLE77PF144028 1GC4WLE73PF144091	Chevrolet Chevrolet	Silverado 2500HD Silverado 2500HD	2023 Work Truck 4x2 Crew Cab 8 ft. box 172 in. WB 2023 Work Truck 4x2 Crew Cab 8 ft. box 172 in. WB
25R8KJ		1FTBR1C88LKA30071	Ford	Transit-250 Cargo	2020 Base Rear-Wheel Drive Medium Roof Van 130 in. WB
25QB92		1GCWGAFP1L1272331	Chevrolet	Express 2500	2020 Work Van Rear-Wheel Drive Cargo Van
25QB7R		1FDWE3F67KDC60217	Ford	E-350 Cutaway	2019 Base SD Chassis 138 in. WB SRW
25QB9C	Active Lease	1N6BF0KYXLN806930	Nissan	NV Cargo NV2500 HD	2020 SV V6 3dr Rear-Wheel Drive Cargo Van
25Q9X3	Active Lease	1FDWE3F61KDC36821	Ford	E-350 Cutaway	2019 Base SD Chassis 138 in. WB SRW
25Q9WX		1N6BF0KY7LN811969	Nissan	NV Cargo NV2500 HD	2020 SV V6 3dr Rear-Wheel Drive Cargo Van
25Q9WM		54DC4W1B4FS802208	*lsuzu	NPR HD	2015 Reg Cab
26PSQP		3C6LRVCG5PE549825	RAM	ProMaster 2500	2023 High Roof Cargo Van 136 in. WB
26Q3GR 278P4J		3C6LRVCG6PE549820 1GB0GRF73P1112594	RAM Chevrolet	ProMaster 2500 Express Cutaway	2023 High Roof Cargo Van 136 in. WB 2023 Work Van Chassis 139 in. WB SRW
278P4J 279S5S		1C6RR6FG3PS535950	RAM	1500 Classic	2023 Work van Chassis 139 in. WB SKW 2023 Tradesman 4x2 Quad Cab 6.3 ft. box 140 in. WB
279S5M		1C6RR6FG5PS535951	RAM	1500 Classic	2023 Tradesman 4x2 Quad Cab 6.3 ft. box 140 in. WB
279S5G		1C6RR6FG0PS535923	RAM	1500 Classic	2023 Tradesman 4x2 Quad Cab 6.3 ft. box 140 in. WB
27CD2Q		3C6LRVCGXRE125110	RAM	ProMaster 2500	2024 High Roof Cargo Van 136 in. WB
27CD2D	Active Lease	3C6LRVCG3RE125112	RAM	ProMaster 2500	2024 High Roof Cargo Van 136 in. WB
25LP7Z		1GB0WLE78NF327289	Chevrolet	Silverado 2500HD	2022 Work Truck 4x2 Regular Cab 8 ft. box 141.6 in. WB
282DFL		1FTFW2L53RKD44192	Ford	F-150	2024 STX 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB
28982B		1FDWE3FN1RDD37973	Ford	E-350 Cutaway	2024 Base Chassis 138 in. WB DRW
28BCR8		3FTTW8A30SRA00621	Ford	Maverick Frontior	2025 XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB
28QR4R 28QR29		1N6ED1CL2SN616744 1N6ED1EJXSN613280	Nissan Nissan	Frontier Frontier	2025 S 4x2 Crew Cab 5 ft. box 126 in. WB 2025 S 4x2 Crew Cab 5 ft. box 126 in. WB
2800K29 28M5VQ		1N6ED1EJ5SN632254	Nissan	Frontier	2025 S 4x2 Crew Cab 5 ft. box 126 in. WB 2025 S 4x2 Crew Cab 5 ft. box 126 in. WB
28M64H		1C6RREGG0SN673946	RAM	1500	2025 Tradesman 4x2 Crew Cab 144.5 in. WB
27B97X		1GD07RF75P1144325	GMC	Savana Cutaway	2023 Work Van Chassis 139 in. WB SRW
26JCMR		WD4PE7ED1KT009964	Mercedes-Benz	Sprinter 1500	2019 High Roof I4 Sprinter 1500 Rear-Wheel Drive Passenger Van 144 in. WB
26JC5P	Active Lease	1FTYR2CM2KKA65197	Ford	Transit-250	2019 Base w/Dual Sliding Side Cargo Doors High Roof Cargo Van 147.6 in. WB
278P4B		1GB0GRF72P1110741	Chevrolet	Express Cutaway	2023 Work Van Chassis 139 in. WB SRW
267NLB		1FTBR1X82NKA67579	Ford	Transit-250 Cargo	2022 Base Rear-Wheel Drive High Roof Van 148 in. WB
26BNXQ	Active Lease	1FTBR1X83NKA79868	Ford	Transit-250 Cargo	2022 Base Rear-Wheel Drive High Roof Van 148 in. WB

Exhibit 3

Apex Schedule of Vehicles

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc CONFIDENTIAL Exhibit A - Proposed Order with Exhibits Page 20 of 41

Vehicle	Туре	VIN	Make	Model	Year Series
26JC5L	Active Lease	1FTYR2CM9KKA34657	Ford	Transit-250	2019 Base w/Dual Sliding Side Cargo Doors High Roof Cargo Van 147.6 in. WB
26JCM5	Active Lease	1FTYE1C80LKB26220	Ford	Transit-150 Cargo	2020 Base Rear-Wheel Drive Medium Roof Van 148 in. WB
26JCLX	Active Lease	WMZYS7C38J3E08034	MINI	Countryman	2018 Cooper 4dr Front-Wheel Drive Sport Utility
26JCM9	Active Lease	1FTYE1C84LKB26219	Ford	Transit-150 Cargo	2020 Base Rear-Wheel Drive Medium Roof Van 148 in. WB
26JCN6	Active Lease	1N6BF0KY8KN807072	Nissan	NV Cargo NV1500	2019 S V6 3dr Rear-Wheel Drive Cargo Van
25HRX6	Active Lease	ZFBHRFAB0N6W68173	RAM	ProMaster City	2022 Base Cargo Van
278L4V	Active Lease	1FTBR1CG4PKB39589	Ford	Transit-250 Cargo	2023 Base Rear-Wheel Drive Medium Roof Van 148 in. WB
25XHZX	Active Lease	1GC4YLE70PF122429	Chevrolet	Silverado 2500HD	2023 Work Truck 4x4 Crew Cab 6.75 ft. box 158.9 in. WB
22SFQF	Active Lease	1FTYR2XM8JKA74124	Ford	Transit-250	2018 Base w/Sliding Pass-Side Cargo Door High Roof Cargo Van 147.6 in. WB
22XHNR	Active Lease	1GCGSBEN7K1220161	Chevrolet	Colorado	2019 WT 4x2 Crew Cab 6 ft. box 140.5 in. WB
28QZZR	Active Lease	1FTEW2KP3RKF56931	Ford	F-150	2024 STX 4x2 SuperCrew Cab 5.5 ft. box 145 in. WB
22XXQ6	Active Lease	1FTYR2XMXKKA67595	Ford	Transit-250	2019 Base w/Sliding Pass-Side Cargo Door High Roof Cargo Van 147.6 in. WB
26F7MV	Active Lease	1GB3GSC74N1243295	Chevrolet	Express Cutaway	2022 Work Van Chassis 159 in. WB SRW
23C4DP	Active Lease	1N6BF0LY6KN808719	Nissan	NV Cargo NV2500 HD	2019 SV V6 3dr Rear-Wheel Drive High Roof Cargo Van
27Z2WP	Active Lease	1FTBR1C85RKA02026	Ford	Transit-250 Cargo	2024 Base Rear-Wheel Drive Medium Roof Van 148 in. WB
28BCR6	Active Lease	3FTTW8A31SRA19677	Ford	Maverick	2025 XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB
27S3ZS	Active Lease	1FTBR1C82RKA15087	Ford	Transit-250 Cargo	2024 Base Rear-Wheel Drive Medium Roof Van 148 in. WB
286H54	Active Lease	1FTBR3X89RKA36461	Ford	Transit-250 Cargo	2024 Base Rear-Wheel Drive High Roof Ext. Van 148 in. WB
286H5C	Active Lease	1FTBR3X89RKA41174	Ford	Transit-250 Cargo	2024 Base Rear-Wheel Drive High Roof Ext. Van 148 in. WB
263JZF	Active Lease	1N6ED1EJ0NN649497	Nissan	Frontier	2022 S 4x2 Crew Cab 5 ft. box 126 in. WB
26JCL2	Active Lease	3C6JR6DT7GG289473	RAM	1500	2016 Sport 4x2 Regular Cab 6.3 ft. box 120 in. WB
26JCLR	Active Lease	3C6JR6DG9KG511734	RAM	1500 Classic	2019 Tradesman 4x2 Regular Cab 8 ft. box 140 in. WB
26JCMH	Active Lease	1FTER4EH3NLD17696	Ford	Ranger	2022 XL 4x2 SuperCrew 5 ft. box 126.8 in. WB
26Q282	Active Lease	1FTEW1CP7KKD42524	Ford	F-150	2019 Platinum 4x2 SuperCrew Cab Styleside 5.5 ft. box 145 in. WB
26Q4G8	Active Lease	JALB4W16077400059	*lsuzu	*NPR	2007 *Reg Cab
26Q4GD	Active Lease	JALC4W163K7008464	*lsuzu	NPR	2019 Reg Cab
278L4W	Active Lease	1FT8W2BN0PEC96818	Ford	F-250	2023 XL 4x4 SD Crew Cab 8 ft. box 176 in. WB SRW
26JBP4	Active Lease	1FTBR1X8XMKA36935	Ford	Transit-250 Cargo	2021 Base All-Wheel Drive Medium Roof Van 148 in. WB
26JC3B	Active Lease	1FTYR2XM0KKA69405	Ford	Transit-250	2019 Base w/Dual Sliding Side Cargo Doors High Roof Cargo Van 147.6 in. WB
26JC4Z	Active Lease	1FTYR2XM6KKA91327	Ford	Transit-250	2019 Base w/Dual Sliding Side Cargo Doors High Roof Cargo Van 147.6 in. WB
27CCQ3	Active Lease	1GC0WLE78RF201810	Chevrolet	Silverado 2500HD	2024 Work Truck 4x2 Regular Cab 8 ft. box 142 in. WB
28M64J	Active Lease	1C6RREGG2SN673947	RAM	1500	2025 Tradesman 4x2 Crew Cab 144.5 in. WB
28QQHL	Active Lease	1FTBR1C82RKB76989	Ford	Transit-250 Cargo	2024 Base Rear-Wheel Drive Medium Roof Van 148 in. WB

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 21 of 41

<u>Exhibit 4</u>

Vehicle Assignment Agreement with ECM Buyer

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FLEET MANAGEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT (WITH RELEASE)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (WITH RELEASE) (this "Agreement") is made and entered into as of the ______ day of June, 2025, by and among <u>Air Pros Solutions Holdings LLC (</u>"Assignor"), <u>Cascade Residential Services LLC (</u>"Assignee") and Enterprise FM Trust, a Delaware statutory trust ("Lessor").

WITNESSETH:

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in, and to the vehicles and corresponding schedules and/or vehicles on order listed in the attached Appendix A (the "Transferred Vehicles") such that, effective as of June 27, 2025 (the "Closing"), the Transferred Vehicles shall be governed solely by the terms and conditions of that certain Master Equity Lease Agreement dated June 27, 2025 by and between Lessor and Assignee (the "New Lease"), including, without limitation, all of the schedules and addenda to the New Lease (the New Lease and such schedules and addenda are hereinafter collectively referred to as the "New Lease Documents") and not under that certain Master Equity Lease Agreement dated March 26, 2024, by and between Lessor, as lessor, and Assignor, as lessee, as amended (the "Original Lease"), including, without limitation, all of the schedules and addenda are hereinafter collectively referred to as the "New Lease and addenda to the Original Lease (the Original Lease and such schedules and addenda are hereinafter collectively referred to as the "Original Lease (the Original Lease and such schedules and addenda are hereinafter collectively referred to as the "Original Lease (the Original Lease and such schedules and addenda are hereinafter collectively referred to as the "Original Lease Documents"); and

WHEREAS, Assignee desires to lease the Transferred Vehicles from Lessor under the New Lease Documents; and

WHEREAS, Lessor is willing to consent to said assignment and then transfer to the New Lease Documents on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee and Lessor hereby agree as follows:

1. <u>Assignment and Transfer</u>. Assignor hereby assigns to Assignee, its heirs, executors, personal representatives, successors and assigns, all of Assignor's right, title and interest in and to the Transferred Vehicles . After such assignment becomes effective, the Assignee and Lessor agree to transfer, and hereby do transfer, said Transferred Vehicles to the New Lease Documents and cancel the Original Lease Documents solely with respect to such Transferred Vehicles. For the avoidance of doubt, as of the Closing, Assignee hereby accepts responsibility for any and all obligations arising after closing from such Transferred Vehicles.

Acceptance and Assumption. Assignee, for itself and its heirs, executors, personal representatives, 2. successors and assigns, hereby (a) accepts the transfer of all of Assignor's right, title and interest in and, to the Transferred Vehicles solely for the purpose of including such vehicles under the New Lease Documents, (b) agrees that as of the Closing, the Transferred Vehicles shall be governed exclusively by the terms and conditions of the New Lease Documents, and (c) agrees to the transfer of the Transferred Vehicles to the New Lease Documents and will comply with and abide by all of the terms, provisions, conditions and covenants contained in the New Lease Documents relating to the Transferred Vehicles. The economic terms (including monthly payment and equity) applicable to the Transferred Vehicles as set forth on Appendix B shall apply to the lease of the Transferred Vehicles by Assignee from Lessor pursuant to the New Lease Documents; provided that each lease term shall be measured as follows: (i) if the lease term in respect of a Transferred Vehicle began under the Original Lease, then the lease term for such Transferred Vehicle under the New Lease shall start on the date of the Closing (the "Closing Date") and shall continue until the lease term end date that was contemplated under the Original Lease. For example, if the lease term for a Transferred Vehicle was 36 months under the Original Lease, and that lease term began on March 26, 2024, then the lease term for such Transferred Vehicle under the New Lease shall be the period of time beginning on the Closing Date and ending on March 26, 2027. For the avoidance of doubt, Assignee does not assume, and shall not be responsible for any liabilities, obligations, or cure costs of Assignor or any other party under the Original Lease Documents, whether arising before, on, or after the Closing, and no such liabilities shall transfer to Assignee.

3. <u>No Assumption of Liabilities.</u> Notwithstanding anything to the contrary in this Agreement, Assignee does not assume and shall not be liable for, any debts, liabilities, obligations, or cure costs of Assignor or any of its affiliates under the Original Lease Documents or any other agreements or instruments with respect to the

Docusign Envelope ID: E73-363-365-97156-88156309-01/25 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 23 of 41

Transferred Vehicles or otherwise.

4. <u>Consent; Release</u>. Lessor hereby (a) consents to the transfer of the Transferred Vehicles from Assignor to Assignee, (b) acknowledges and agrees that effective as of the Closing, the Transferred Vehicles shall be governed soles by the New Lease Documents, and (c) irrevocably releases and forever discharges Assignor and its affiliates from any and all duties, liabilities and obligations with respect to the Transferred Vehicles arising after closing.

5. <u>Further Assurances</u>. Assignor and Assignee each agree that they will, at any time and from time to time after the date hereof, at their own expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, instruments, powers or assurances as may be reasonably requested by the other party or by Lessor for the better assigning and confirming to the Assignee any and all of the right, title and interest to be assigned to Assignee as provided in this Agreement or for the better assumption by Assignee of the duties, liabilities and obligations to be assumed by Assignee as provided for in this Agreement.

6. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, personal representatives, successors and assigns and shall inure to the benefit of Lessor and its successors and assigns. Neither Assignor nor Assignee may assign, transfer or delegate any of their respective rights, duties, liabilities or obligations under this Agreement.

7. <u>Amendments</u>. This Agreement may only be an amended by a writing signed by Assignor, Assignee and Lessor.

8. <u>Entire Agreement</u>. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings (oral or written) relating to the subject matter hereof.

9. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts (including telecopy counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas (without reference to conflict of law principles).

	("Assignor")
Air Pros Solutions Holdings LLC	
Brian Smith	
Ву	
Title:	
Signed by: Brad Gawuuk Cascade Residential Services LLC Brad Gavelek By	("Assignee")
CFO Title:	

Docusign Envelope ID: EF27-10350-p1150-8815-0308-1955 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 24 of 41

Enterprise FM Trust ("Lessor") By: Enterprise Fleet Management, Inc., its attorney in fact

Ву_____

Title:_____

Exhibit 4

Cascade Schedule of Vehicles

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54_{PRIVILEGED & CONFIDENTIAL} Exhibit A - Proposed Order with Exhibits Page 25 of 41

Vahiala	Turne	MIN	Maka	Model	Vaar	
Vehicle 28BJ44	Type Active Lease	VIN NM0LS7E20L1473175	Make Ford	Model Transit Connect	Year Series 2020 XL Cargo Van LWB	
28BJ59		NM0LS7E22L1471363	Ford	Transit Connect	2020 XL Cargo Van LWB	
27CC36	Active Lease	1N6ED1EJ2RN645960	Nissan	Frontier	2024 S 4x2 Crew Cab 5 ft. box 126 in. WB	
28BHZP	Active Lease	54DC4W1B7HS802447	*lsuzu	NPR	2017 Reg Cab	
28BHZK		54DC4W1B7GS808103	*lsuzu	NPR	2016 Reg Cab	
28BHZ9		54DC4W1B5GS813901	*lsuzu	NPR	2016 Reg Cab	
28BHZ7 28BHZ5		54DC4W1B5GS807791 54DC4W1B2KS812973	*lsuzu *lsuzu	NPR NPR	2016 Reg Cab 2019 Reg Cab	
28BHXW		54DC4W1B2KS812424	*lsuzu	NPR	2019 Reg Cab	
28BHXN		54DC4W1B2GS808106	*lsuzu	NPR	2016 Reg Cab	
28BHX7	Active Lease	54DC4W1B2GS807862	*lsuzu	NPR HD	2016 Reg Cab	
28BHWB	Active Lease	54DC4W1B1LS802047	*lsuzu	*NPR	2020 *TRK	
28BHZT		54DC4W1B8LS802045	*lsuzu	*NPR	2020 *TRK	
28BJGD		1FDBW5P81LKA50796	Ford	Transit-350 Cutaway	2020 Base 4x2 Chassis 138 in. WB SRW	
28BJGL 28BJHF		1FDBW5P83LKA50797 1FDBW5PM0JKB43433	Ford Ford	Transit-350 Cutaway Transit-350 Cutaway	2020 Base 4x2 Chassis 138 in. WB SRW 2018 Base Chassis 138 in. WB SRW	
28BJHR		1FDBW5PM1KKA21570		Transit-350 Cutaway	2019 Base Chassis 138 in. WB SRW	
28BJJT		1FDBW5PM6KKA12525		Transit-350 Cutaway	2019 Base Chassis 138 in. WB SRW	
28BJKC	Active Lease	1FDBW5PM7JKB43428	Ford	Transit-350 Cutaway	2018 Base Chassis 138 in. WB SRW	
28BJKJ	Active Lease	1FDBW5PM8JKB55460	Ford	Transit-350 Cutaway	2018 Base Chassis 138 in. WB SRW	
28BJL3		1FDBW5PM9JKB43432	Ford	Transit-350 Cutaway	2018 Base Chassis 138 in. WB SRW	
28BJLM		1FDBW5PM9KKA26709		Transit-350 Cutaway	2019 Base Chassis 138 in. WB SRW	
28BJLX		1FDWE3FL0GDC32515		E-350 Cutaway	2016 Base SD Chassis 138 in. WB SRW	
28BJM3 28BJMJ		1FTBR1Y85MKA06952 1FTNE1EW0EDA21800	Ford Ford	Transit-250 Cargo E-150	2021 Base Rear-Wheel Drive Low Roof Van 130 in. WB 2014 Commercial Cargo Van	
28BJMR		1FTNE1EW2EDA07039	Ford	E-150	2014 Commercial Cargo Van	
28BJQQ		1FTRF12207NA03519	Ford	F-150	2007 XL 4x2 Regular Cab Styleside 6.5 ft. box 126 in. WB	
28BJQT	Active Lease	1FTRF12277NA08426	Ford	F-150	2007 XL 4x2 Regular Cab Styleside 6.5 ft. box 126 in. WB	
28BJQZ	Active Lease	1FTYE1Y86LKA38992	Ford	Transit-150 Cargo	2020 Base Rear-Wheel Drive Low Roof Van 130 in. WB	
28BJR3		54DC4W1B1KS801222	*lsuzu	NPR	2019 Reg Cab	
28BJR4		1FTYE1Y88LKA38993	Ford	Transit-150 Cargo	2020 Base Rear-Wheel Drive Low Roof Van 130 in. WB	
28BJR6 28BHZX		1FTYE1YM0KKB70299 54DC4W1B9HS802448	Ford	Transit-150 NPR	2019 Base w/Sliding Pass-Side Cargo Door Low Roof Cargo Van 129.9 in. WB	
28BJ25		54DC4W1B3H3802448	*lsuzu *lsuzu	NPR	2017 Reg Cab 2016 Reg Cab	
28BJ2G		54DC4W1BXLS802046	*lsuzu	NPR Gas	2020 Reg Cab	
28BJ2N		JALC4W161H7000386	*lsuzu	NPR	2017 Reg Cab	
28BJ2T	Active Lease	NM0LS7E20K1387265	Ford	Transit Connect	2019 XL Cargo Van LWB	
28BJ4G	Active Lease	NM0LS7E21K1425490	Ford	Transit Connect	2019 XL Cargo Van LWB	
28BJ4R		NM0LS7E21K1426655	Ford	Transit Connect	2019 XL Cargo Van LWB	
28BJ4X		NM0LS7E22K1385906	Ford	Transit Connect	2019 XL Cargo Van LWB	
28BJ5Z 28BJ6C		NM0LS7E23K1384828 NM0LS7E23K1425491	Ford Ford	Transit Connect Transit Connect	2019 XL Cargo Van LWB 2019 XL Cargo Van LWB	
28BJ6J		NM0LS7E24L1469923	Ford	Transit Connect	2020 XL Cargo Van LWB	
28BJ6W		NM0LS7E25K1384829	Ford	Transit Connect	2019 XL Cargo Van LWB	
28BJ82		NM0LS7E25K1419806	Ford	Transit Connect	2019 XL Cargo Van LWB	
28BJ86	Active Lease	NM0LS7E25L1463886	Ford	Transit Connect	2020 XL Cargo Van LWB	
28BJ8B		NM0LS7E29K1419808	Ford	Transit Connect	2019 XL Cargo Van LWB	
28BJ8P		NM0LS7E71H1312370	Ford	Transit Connect	2017 XL Cargo Van LWB	
28BJ8Z		NM0LS7E77J1372028	Ford Ford	Transit Connect	2018 XL Cargo Van LWB	
28BJ92 28BJ98		NM0LS7E78H1312379 NM0LS7E78G1286560	Ford Ford	Transit Connect Transit Connect	2017 XL Wagon LWB 2016 XL Cargo Van LWB	
28BJ9F		54DC4W1B8KS800195	*lsuzu	NPR HD	2019 Reg Cab	
28BJR7		54DC4W1B0KS812423	*lsuzu	NPR	2019 Reg Cab	
28BJR8		1FTYE1YM2KKB59286	Ford	Transit-150	2019 Base w/Sliding Pass-Side Cargo Door Low Roof Cargo Van 129.9 in. WB	
28BJRB	Active Lease	1FTYE1YMXKKB45510	Ford	Transit-150	2019 Base w/Sliding Pass-Side Cargo Door Low Roof Cargo Van 129.9 in. WB	
28BJRC		1FTYE1YM4HKB20286	Ford	Transit-150	2017 Base w/Sliding Pass-Side Cargo-Door Low Roof Cargo Van 129.9 in. WB	
28BJXW		1FTYE1YMXHKB06456	Ford	Transit-150	2017 Base w/Sliding Pass-Side Cargo-Door Low Roof Cargo Van 129.9 in. WB	
28BJXX			Ford	Transit-150 Transit 150	2019 Base w/Sliding Pass-Side Cargo Door Low Roof Cargo Van 129.9 in. WB	
28BJZ2 28BJZ3		1FTYE1YM6HKA26944 1FTYE1YMXHKA26946	Ford Ford	Transit-150 Transit-150	2017 Base w/Sliding Pass-Side Cargo-Door Low Roof Cargo Van 129.9 in. WB 2017 Base w/Sliding Pass-Side Cargo-Door Low Roof Cargo Van 129.9 in. WB	
28BJZB		1FTYE1YM9KKB30335	Ford	Transit-150	2017 Base w/Sliding Pass-Side Cargo Door Low Roof Cargo Van 129.9 in. WB	
28BJZD		1FTYE1YM7KKB70297	Ford	Transit-150	2019 Base w/Sliding Pass-Side Cargo Door Low Roof Cargo Van 129.9 in. WB	
28BJZP		1FTYE1YM8GKB09628	Ford	Transit-150	2016 Base w/Sliding Pass-Side Cargo-Door Low Roof Cargo Van 130 in. WB	
28BJZW	Active Lease	1FTYE1YM8HKA26945	Ford	Transit-150	2017 Base w/Sliding Pass-Side Cargo-Door Low Roof Cargo Van 129.9 in. WB	
28M5KP	Backlog	3C6LRVAG2SE537529	RAM	ProMaster 1500	2025 Low Roof Cargo Van 136 in. WB	
Vehicle	Туре	VIN	Make	Model	Year	Series
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28M5KR	Backlog	3C6LRVAG1SE546965	RAM	ProMaster 1500		Low Roof Cargo Van 136 in. WB
28M5KZ	Backlog	3C6LRVAG5SE546970	RAM	ProMaster 1500		Low Roof Cargo Van 136 in. WB
28M5L3	Backlog	3C6LRVAG7SE546971	RAM	ProMaster 1500		Low Roof Cargo Van 136 in. WB
28M5L9	Backlog	3C6LRVAG9SE546972	RAM	ProMaster 1500		Low Roof Cargo Van 136 in. WB
28M5PN	Backlog	1N6ED1CL8SN634942	Nissan	Frontier		S 4x2 King Cab 6 ft. box 126 in. WB
28M5RF	Backlog	1N6ED1CL9SN634979	Nissan	Frontier		S 4x2 King Cab 6 ft. box 126 in. WB
28M5R7	Backlog	1N6ED1CL8SN636075	Nissan	Frontier		S 4x2 King Cab 6 ft. box 126 in. WB
28M5QM	Backlog	1N6ED1CL9SN635274	Nissan	Frontier		S 4x2 King Cab 6 ft. box 126 in. WB
	0					•
28M5QQ	Backlog	1N6ED1CL6SN636415	Nissan	Frontier		S 4x2 King Cab 6 ft. box 126 in. WB
28M5R2	Backlog	1N6ED1CLXSN635123	Nissan	Frontier		S 4x2 King Cab 6 ft. box 126 in. WB
28M5R6	Backlog	1N6ED1CL4SN635019	Nissan	Frontier		S 4x2 King Cab 6 ft. box 126 in. WB
28M5R8	Backlog	1N6ED1CL3SN635027	Nissan	Frontier	2025	S 4x2 King Cab 6 ft. box 126 in. WB
28M5R9	Backlog	1N6ED1CL4SN635246	Nissan	Frontier	2025	S 4x2 King Cab 6 ft. box 126 in. WB
28M5RH	Backlog	1N6ED1CL7SN639551	Nissan	Frontier	2025	S 4x2 King Cab 6 ft. box 126 in. WB
28M5RL	Backlog	1N6ED1CL3SN636601	Nissan	Frontier	2025	S 4x2 King Cab 6 ft. box 126 in. WB
28M5WB	Backlog	1GB0GRF77S1137636	Chevrolet	Express Cutaway	2025	Work Van Chassis 139 in. WB
28M5WD	Backlog	1GB0GRF75S1138042	Chevrolet	Express Cutaway	2025	Work Van Chassis 139 in. WB
28M5WG	Backlog	1GB0GRF71S1138121	Chevrolet	Express Cutaway	2025	Work Van Chassis 139 in. WB
28M5WK	Backlog	1GB0GRF72S1138337	Chevrolet	Express Cutaway	2025	Work Van Chassis 139 in. WB
28VBXV	Backlog	1N6ED1CL6SN627441	Nissan	Frontier	2025	S 4x2 King Cab 6 ft. box 126 in. WB

Exhibit 4

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 27 of 41

Exhibit 5

Vehicle Assignment Agreement with Dallas Plumbing Buyer

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Propose Page 28 of 41

FLEET MANAGEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT (WITH RELEASE)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (WITH RELEASE) (this "Agreement") is made and entered into as of the <u>30th</u> day of Jurley, 2025, by and among <u>Air Pros Solutions Holdings LLC</u> ("Assignor"), <u>Columbia Home Services, LLC</u> ("Assignee") and Enterprise FM Trust, a Delaware statutory trust ("Lessor").

WITNESSETH:

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in, and to the vehicles and corresponding schedules listed in the attached Appendix A (the "Transferred Vehicles") such that, effective as of June 6, 2025 (the "Closing"), the Transferred Vehicles shall be governed solely by the terms and conditions of that certain Master Equity Lease Agreement dated June 5, 2025 by and between Lessor and Assignee (the "New Lease"), including, without limitation, all of the schedules and addenda to the New Lease (the New Lease and such schedules and addenda are hereinafter collectively referred to as the "New Lease Documents") and not under that certain Master Equity Lease Agreement dated March 26, 2024, by and between Lessor, as lessor, and Assignor, as lessee, as amended (the "Original Lease"), including, without limitation, all of the schedules and addenda are hereinafter collectively referred to as the "New Lease" collectively referred to as the "New Lease Documents") and not under that certain Master Equity Lease Agreement dated March 26, 2024, by and between Lessor, as lessor, and Assignor, as lessee, as amended (the "Original Lease"), including, without limitation, all of the schedules and addenda to the Original Lease (the Original Lease and such schedules and addenda are hereinafter collectively referred to as the ("Original Lease Documents"); and

WHEREAS, Assignee desires to lease the Transferred Vehicles from Lessor under the New Lease Documents; and

WHEREAS, Lessor is willing to consent to said assignment and then transfer to the New Lease Documents on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee and Lessor hereby agree as follows:

1. <u>Assignment and Transfer</u>. Assignor hereby assigns to Assignee, its heirs, executors, personal representatives, successors and assigns, all of Assignor's right, title and interest in and to the Transferred Vehicles . After such assignment becomes effective, the Assignee and Lessor agree to transfer, and hereby do transfer, said Transferred Vehicles to the New Lease Documents and cancel the Original Lease Documents solely with respect to such Transferred Vehicles. For the avoidance of doubt, as of the Closing, Assignee hereby accepts responsibility for any and all obligations arising after Closing from such Transferred Vehicles.

2. Acceptance and Assumption. Assignee, for itself and its heirs, executors, personal representatives, successors and assigns, hereby (a) accepts the transfer of all of Assignor's right, title and interest in and, to the Transferred Vehicles solely for the purpose of including such vehicles under the New Lease Documents, (b) agrees that as of the Closing, the Transferred Vehicles shall be governed exclusively by the terms and conditions of the New Lease Documents, and (c) agrees to the transfer of the Transferred Vehicles to the New Lease Documents and will comply with and abide by all of the terms, provisions, conditions and covenants contained in the New Lease Documents relating to the Transferred Vehicles. The economic terms (including monthly payment and equity) applicable to the Transferred Vehicles as set forth on Appendix A shall apply to the lease of the Transferred Vehicles by Assignee from Lessor pursuant to the New Lease Documents. For the avoidance of doubt, Assignee does not assume, and shall not be responsible for any liabilities, obligations, or cure costs of Assignor or any other party under the Original Lease Documents, whether arising before, on, or after the Closing, and no such liabilities shall transfer to Assignee.

3. <u>No Assumption of Liabilities.</u> Notwithstanding anything to the contrary in this Agreement, Assignee does not assume and shall not be liable for, any debts, liabilities, obligations, or cure costs of Assignor or any of its affiliates under the Original Lease Documents with respect to the Transferred Vehicles or otherwise.

4. <u>Consent; Release</u>. Lessor hereby (a) consents to the transfer of the Transferred Vehicles from Assigner to Assignee, (b) acknowledges and agrees that effective as of the Closing, the Transferred Vehicles shall be governed solely by the New Lease Documents, and (c) irrevocably releases and forever discharges Assignor and its affiliates from any and all duties, liabilities and obligations with respect to the Transferred Vehicles arising after

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 29 of 41

Closing.

5. <u>Further Assurances</u>. Assignor and Assignee each agree that they will, at any time and from time to time after the date hereof, at their own expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, instruments, powers or assurances as may be reasonably requested by the other party or by Lessor for the better assigning and confirming to the Assignee any and all of the right, title and interest to be assigned to Assignee as provided in this Agreement or for the better assumption by Assignee of the duties, liabilities and obligations to be assumed by Assignee as provided for in this Agreement.

6. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, personal representatives, successors and assigns and shall inure to the benefit of Lessor and its successors and assigns. Neither Assignor nor Assignee may assign, transfer or delegate any of their respective rights, duties, liabilities or obligations under this Agreement.

7. <u>Amendments</u>. This Agreement may only be an amended by a writing signed by Assignor, Assignee and Lessor.

8. <u>Entire Agreement</u>. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings (oral or written) relating to the subject matter hereof.

9. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts (including telecopy counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas (without reference to conflict of law principles).

_____ ("Assignor")

Air Pros Solutions Holdi	ngs LLC
	5

By____

Title:_____

Signed by:	
theodore	Caruso

_____ ("Assignee")

Columbia Plotta Services, LLC

Theodore Caruso By____

Title: CFO

Enterprise FM Trust ("Lessor") By: Enterprise Fleet Management, Inc., its attorney in fact

By

Title:

Exhibit 5

Columbia Schedule of Vehicles

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 30 of 41

Vehicle	Туре	VIN	Make	Model	Year Series
26J2HL		1GCZGUCA9E1102249	Chevrolet	Express 3500	2014 Work Van Rear-Wheel Drive Extended Cargo Van
26J2GT		1GCZGUBA0E1169954	Chevrolet	Express 3500	2014 Work Van Rear-Wheel Drive Extended Cargo Van
26J2GC		1GCNCPEC3EZ342814	Chevrolet	Silverado 1500	2014 Work Truck w/1WT 4x2 Regular Cab 6.6 ft. box 119 in. WB
26J2G7		1GCNCPEC8EZ343957	Chevrolet	Silverado 1500	2014 Work Truck w/1WT 4x2 Regular Cab 6.6 ft. box 119 in. WB
26J2FT		1GCZGUCF9F1102250	Chevrolet	Express 3500	2015 Work Van Rear-Wheel Drive Extended Cargo Van
26J2JW		1GDJ7H1P6SJ523610	GMC Chassis-Cabs	Chassis cab	1995 trk
26J2DQ		3GCNWAEF1LG205463	Chevrolet	Silverado 1500	2020 Work Truck 4x2 Regular Cab 8 ft. box 139.6 in. WB
23MGZ9		3N6CM0KN8LK693467	Nissan	NV200	2020 SV 4dr Compact Cargo Van
26HZS7		1GB3CZCGXDF100261	Chevrolet	Silverado 3500HD	2013 Work Truck 4x2 Crew Cab 6.6 ft. box 153.7 in. WB SRW
26J2JH		1GCZGUCA0D1159051	Chevrolet	Express 3500	2013 Work Van Rear-Wheel Drive Extended Cargo Van
26J2JP		1GCZGUCA1D1158975	Chevrolet	Express 3500	2013 Work Van Rear-Wheel Drive Extended Cargo Van
23WZ2P		3N6CM0KN1MK695479	Nissan	NV200	2021 SV 4dr Compact Cargo Van
28VM2W		1FTBW9C89LKB71707	Ford	Transit-350 Cargo	2020 Base All-Wheel Drive Low Roof Van 130 in. WB
23X8TX		1N6ED0EA8MN701869	Nissan	Frontier	2021 SV 4x2 Crew Cab 5 ft. box 125.9 in. WB
23WZ3P		3N6CM0KN5MK695680	Nissan	NV200	2021 SV 4dr Compact Cargo Van
28VM2C		1GCZGHF75M1145959	Chevrolet	Express 3500	2021 Work Van Rear-Wheel Drive Cargo Van
23LGVR		1GB0GRFG5L1267352	Chevrolet	Express Cutaway	2020 Work Van Chassis 139 in. WB SRW
23WXZV		3N6CM0KN6MK695767	Nissan	NV200	2021 SV 4dr Compact Cargo Van
28VM2M		3GCNWAEK0MG373996	Chevrolet	Silverado 1500	2021 Work Truck 4x2 Regular Cab 8 ft. box 139.6 in. WB
23LGVC		1GB0GRFG8L1277843	Chevrolet	Express Cutaway	2020 Work Van Chassis 139 in. WB SRW
23LGVC 23LGV5		1HA0GRFG4LN014068	Chevrolet	Express Cutaway	2020 Work Van Chassis 139 in. WB SRW
23LGV3 27CD24		3C6LRVCG1RE125111	RAM	ProMaster 2500	
					2024 High Roof Cargo Van 136 in. WB
23KFDS		3N6CM0KN6LK693287	Nissan	NV200	2020 S 4dr Compact Cargo Van
25G7FS		3C6JR6DG0MG708181	RAM	1500 Classic	2021 Tradesman 4x2 Regular Cab 8 ft. box 140 in. WB
26PSQ3		3C6LRVCG9PE549827	RAM	ProMaster 2500	2023 High Roof Cargo Van 136 in. WB
26PSPX		3C6LRVCG7PE549826	RAM	ProMaster 2500	2023 High Roof Cargo Van 136 in. WB
26PSQ6		3C6LRVCG0PE549828	RAM	ProMaster 2500	2023 High Roof Cargo Van 136 in. WB
23KFDX		3N6CM0KN1LK692337	Nissan	NV200	2020 S 4dr Compact Cargo Van
278P3H		1GB0GRF73P1112482	Chevrolet	Express Cutaway	2023 Work Van Chassis 139 in. WB SRW
278P3J		1GB0GRF78P1112638	Chevrolet	Express Cutaway	2023 Work Van Chassis 139 in. WB SRW
27MXFJ		1FTFW1RG3PFD16403	Ford	F-150	2023 Raptor 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB
27RXPX		1FTYE1Y81RKA20375	Ford	Transit-150 Cargo	2024 Base Rear-Wheel Drive Low Roof Van 130 in. WB
28BCTK		3FTTW8A3XSRA19595	Ford	Maverick	2025 XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB
27CD2K		3C6LRVCG8RE125106	RAM	ProMaster 2500	2024 High Roof Cargo Van 136 in. WB
28VLW5		1GCNCNEC0JZ205019	Chevrolet	Silverado 1500	2018 WT 4x2 Regular Cab 6.6 ft. box 119 in. WB
28VLWQ		1GCZGHFFXH1191039	Chevrolet	Express 3500	2017 Work Van Rear-Wheel Drive Cargo Van
28VM24		3GCNWAEF6LG201540	Chevrolet	Silverado 1500	2020 Work Truck 4x2 Regular Cab 8 ft. box 139.6 in. WB
28VM2S		1GCNCNEC6GZ400485	Chevrolet	Silverado 1500	2016 WT 4x2 Regular Cab 8 ft. box 133 in. WB
28VLVV		1GCNCNECXJZ211829	Chevrolet	Silverado 1500	2018 WT 4x2 Regular Cab 6.6 ft. box 119 in. WB
28VLVW		1GCNCNEC6JZ205560	Chevrolet	Silverado 1500	2018 WT 4x2 Regular Cab 6.6 ft. box 119 in. WB
28VLW9		1GCNCNEC1GZ407358	Chevrolet	Silverado 1500	2016 WT 4x2 Regular Cab 6.6 ft. box 119 in. WB
28VLWS		3GCNWAEK7MG372392	Chevrolet	Silverado 1500	2021 Work Truck 4x2 Regular Cab 8 ft. box 139.6 in. WB
28VM22		1GCZGHF74M1303983	Chevrolet	Express 3500	2021 Work Van Rear-Wheel Drive Cargo Van
28M5KT	Backlog	3C6LRVAG9SE546969	RAM	ProMaster 1500	2025 Low Roof Cargo Van 136 in. WB
28M5S9	Backlog	3C6LRVVG9SE538770	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5RJ	Backlog	1N6ED1CL3SN636730	Nissan	Frontier	2025 S 4x2 King Cab 6 ft. box 126 in. WB
28M64F	Backlog	3C6LRVCG7SE547812	RAM	ProMaster 2500	2025 High Roof Cargo Van 136 in. WB
28M64G	Backlog	3C6LRVCGXSE547836	RAM	ProMaster 2500	2025 High Roof Cargo Van 136 in. WB
28V9XC	Backlog	1FTBW1X89RKB84106	Ford	Transit-350 Cargo	2024 Base Rear-Wheel Drive High Roof Van 148 in. WB
28V9XF	Backlog	1FTBW1X80RKB83796	Ford	Transit-350 Cargo	2024 Base Rear-Wheel Drive High Roof Van 148 in. WB
28VBXX	Backlog	1N6ED1CL4SN626496	Nissan	Frontier	2025 S 4x2 King Cab 6 ft. box 126 in. WB

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 31 of 41

<u>Exhibit 6</u>

Vehicle Assignment Agreement with CM/Air Force Buyer

Entered 07/01/25 19:08:54 Case 25-10356-pmb Doc 508-1 Desc Exhibit A - Propose CONTROL OF STORES Page 32 of 41

FLEET MANAGEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT (WITH RELEASE)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (WITH RELEASE) (this "Agreement") is made and entered into as of the <u>16th</u> day of <u>J</u>	une	2025
by and among Air Pros Solutions Holdings, LLC, ("Assignor"), CM Heating LLC, ("Assignee") and Enterprise F		
statutory trust ("Lessor").		

WITNESSETH:

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under that certain Master Equity Lease Agreement dated as of March 26, 2024, as it relates to the use of the said lease vehicle(s) in the attached Appendix A; by and between Lessor, as lessor, and Assignor, as lessee, as amended (the "Lease"), including, without limitation, all of the schedules and addenda to the Lease (the Lease and such schedules and addenda are hereinafter collectively referred to as the "Lease Documents"); and

WHEREAS, Assignee desires to assume all of Assignor's duties, liabilities and obligations under the Lease Documents; and

WHEREAS, Lessor is willing to consent to said assignment and assumption on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee and Lessor hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, its heirs, executors, personal representatives, successors and assigns, all of Assignor's right, title and interest in, to and under the Lease Documents.

2. Acceptance and Assumption. Assignee, for itself and its heirs, executors, personal representatives, successors and assigns, hereby (a) accepts the assignment of all of Assignor's right, title and interest in, to and under the Lease Documents, (b) assumes and agrees to pay and/or perform all of the past, present and future duties, liabilities and obligations of the lessee under the Lease Documents and (c) agrees to comply with and abide by all of the terms, provisions, conditions and covenants contained in the Lease Documents.

3. Consent; Release. Lessor hereby consents to the assignment and assumption of the Lease Documents effected pursuant to this Agreement and hereby releases Assignor from any and all further duties, liabilities and/or obligations under the Lease Documents for the said listed lease vehicle(s).

4. Further Assurances. Assignor and Assignee each agree that they will, at any time and from time to time after the date hereof, at their own expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, instruments, powers or assurances as may be reasonably requested by the other party or by Lessor for the better assigning and confirming to the Assignee any and all of the right, title and interest to be assigned to Assignee as provided in this Agreement or for the better assumption by Assignee of the duties, liabilities and obligations to be assumed by Assignee as provided for in this Agreement.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, personal representatives, successors and assigns and shall inure to the benefit of Lessor and its successors and assigns. Neither Assignor nor Assignee may assign, transfer or delegate any of their respective rights, duties, liabilities or obligations under this Agreement.

6. Amendments. This Agreement may only be amended by a writing signed by Assignor, Assignee and Lessor.

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Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and 7. understandings (oral or written) relating to the subject matter hereof.

8. Counterparts. This Agreement may be executed in any number of counterparts (including telecopy counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.	Governing Law.	This Agreement shall be governed by and construed in accordance with the substantive laws of the State of $\sum_{i=1}^{n}$	Missouri
(wit	thout reference to	conflict of law principles).	

Air Pros Solutions Holdings, LLC

gnee:	CM	Heating	LLC
•		C	

Paul Gyarmati Digitally signed by Paul Gyarmati Date: 2025.06.11 17:03:36 Signature:

By: Enterprise Fleet Management Inc., its attorney in fact

Enterprise EM Trust ("Lessor")

S	iar	າລ	tu	re

Assignor:

9.

Brian Smith Chief Operating Officer

Paul Gyarmati VP, C. Canada / US

Signature **Stephanie Foster** Finance Manager

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 33 of 41

APPENDIX A

Unit #	VIN #	Year	Make	Model

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Propose Contempolitical States Page 34 of 41

FLEET MANAGEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT (WITH RELEASE)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (WITH RELEASE) (this "Agreement") is made and entered into as of the	י June June	2025
Air Proc Solutions Holdings LLC AEUSA LLC	Enterprise FM Trust, a De	
statutory trust ("Lessor")		

WITNESSETH:

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under that certain Master Equity Lease Agreement dated as of March 26, 2024, as it relates to the use of the said lease vehicle(s) in the attached Appendix A; by and between Lessor, as lessor, and Assignor, as lessee, as amended (the "Lease"), including, without limitation, all of the schedules and addenda to the Lease (the Lease and such schedules and addenda are hereinafter collectively referred to as the "Lease Documents"); and

WHEREAS, Assignee desires to assume all of Assignor's duties, liabilities and obligations under the Lease Documents; and

WHEREAS, Lessor is willing to consent to said assignment and assumption on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee and Lessor hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, its heirs, executors, personal representatives, successors and assigns, all of Assignor's right, title and interest in, to and under the Lease Documents.

2. Acceptance and Assumption. Assignee, for itself and its heirs, executors, personal representatives, successors and assigns, hereby (a) accepts the assignment of all of Assignor's right, title and interest in, to and under the Lease Documents, (b) assumes and agrees to pay and/or perform all of the past, present and future duties, liabilities and obligations of the lessee under the Lease Documents and (c) agrees to comply with and abide by all of the terms, provisions, conditions and covenants contained in the Lease Documents.

3. Consent; Release. Lessor hereby consents to the assignment and assumption of the Lease Documents effected pursuant to this Agreement and hereby releases Assignor from any and all further duties, liabilities and/or obligations under the Lease Documents for the said listed lease vehicle(s).

4. Further Assurances. Assignor and Assignee each agree that they will, at any time and from time to time after the date hereof, at their own expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, instruments, powers or assurances as may be reasonably requested by the other party or by Lessor for the better assigning and confirming to the Assignee any and all of the right, title and interest to be assigned to Assignee as provided in this Agreement or for the better assumption by Assignee of the duties, liabilities and obligations to be assumed by Assignee as provided for in this Agreement.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, personal representatives, successors and assigns and shall inure to the benefit of Lessor and its successors and assigns. Neither Assignor nor Assignee may assign, transfer or delegate any of their respective rights, duties, liabilities or obligations under this Agreement.

6. Amendments. This Agreement may only be amended by a writing signed by Assignor, Assignee and Lessor.

Assiar

7. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings (oral or written) relating to the subject matter hereof.

8. Counterparts. This Agreement may be executed in any number of counterparts (including telecopy counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of (without reference to conflict of law principles).

	Air Pros Solutions Holdings, LLC
Assignor:	_

Signa	tur

Nam

Title:

ature:		_
Bria	n Smith	
Chief	Operating Officer	

ee:	AF	H&A,	LLC	
			0	

VP C. Canada / US

Paul Gyarmati

Paul Gyarmati Date: 2025.06.11 16:59:56 Signature: Enterprise FM Trust ("Lessor") By: Enterprise Fleet Management Inc., its attorney in fact

Stephanie Foster

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 35 of 41

APPENDIX A

Unit #	VIN #	Year	Make	Model

Exhibit 6

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc confidential of Vehicles Exhibit A - Proposed Order with Exhibits Page 36 of 41 Reliance Schedule of Vehicles

Vehicle	Туре	VIN	Make	Model	Year Series
279S5Q		1C6RR6FG7PS535949	RAM	1500 Classic	2023 Tradesman 4x2 Quad Cab 6.3 ft. box 140 in. WB
27CD2N 25HRZZ		3C6LRVCGXRE125107 ZFBHRFAB2N6W66585	RAM RAM	ProMaster 2500 ProMaster City	2024 High Roof Cargo Van 136 in. WB 2022 Base Cargo Van
28BDCS		1FTBR1C87LKA44799	Ford	Transit-250 Cargo	2022 Base Cargo van 2020 Base Rear-Wheel Drive Medium Roof Van 130 in. WB
28BDP6		1FTYR1YM8KKA72514	Ford	Transit-250	2019 Base w/Sliding Pass-Side Cargo Door Low Roof Cargo Van 129.9 in. WB
235JFV	Active Lease	1FTYR2CM5JKB02659	Ford	Transit-250	2018 Base w/Sliding Pass-Side Cargo Door Medium Roof Cargo Van 147.6 in. WB
28BGP7	Active Lease	1FTYR3XM8HKA05417	Ford	Transit-250	2017 Base w/Sliding Pass-Side Cargo-Door High Roof Extended-Length Cargo Van 147.6 in. WB
28BGP9	Active Lease	1FTYR1ZM5GKB20363	Ford	Transit-250	2016 Base Low Roof Cargo Van 130 in. WB
28BDCH		1FTYR2CM9KKB83473	Ford	Transit-250	2019 Base w/Sliding Pass-Side Cargo Door Medium Roof Cargo Van 147.6 in. WB
28BDR8		1FDWE3F64KDC54925	Ford	E-350 Cutaway	2019 Base SD Chassis 138 in. WB SRW
28BDDB 25XHZT		KNDJ23AU2N7172711 1GC4YLE78PF122551	Kia Chevrolet	Soul Silverado 2500HD	2022 LX 4dr Hatchback 2023 Work Truck 4x4 Crew Cab 6.75 ft. box 158.9 in. WB
25XHZW		1GC4YLE73PF122568	Chevrolet	Silverado 2500HD	2023 Work Truck 4x4 Crew Cab 6.75 ft. box 156.9 in. WB
28BGRS		KNDJ23AU1N7830857	Kia	Soul	2022 LX 4dr Hatchback
28BGXQ		KNDJ23AU2N7168920	Kia	Soul	2022 LX 4dr Hatchback
28BGZD	Active Lease	KNDJ23AU1N7814853	Kia	Soul	2022 LX 4dr Hatchback
28BH2X	Active Lease	KNDJ23AU6M7143081	Kia	Soul	2021 LX 4dr Hatchback
28BH4G		KNDJ23AUXN7153372	Kia	Soul	2022 LX 4dr Hatchback
28BH8S		KNDJP3A53J7530144	Kia	Soul	2018 + (A6) 4dr Hatchback
28BH9F 28BHCT		KNDJN2A22F7151407 KNDJN2A2XF7127243	Kia Kia	Soul Soul	2015 Base 4dr Hatchback 2015 Base 4dr Hatchback
28BHFF		KNDJN2A29H7412003	Kia	Soul	2017 Base (M6) 4dr Hatchback
28RGC5		KNDJ23AU9S7245472	Kia	Soul	2025 S 4dr Hatchback
258CZ9		1GB1WLE70MF196264	Chevrolet	Silverado 2500HD	2021 Work Truck 4x2 Crew Cab 8 ft. box 172 in. WB
25Q64F	Active Lease	1GB1WLE7XNF219809	Chevrolet	Silverado 2500HD	2022 Work Truck 4x2 Crew Cab 8 ft. box 172 in. WB
26PSPS	Active Lease	3C6LRVCG8PE549821	RAM	ProMaster 2500	2023 High Roof Cargo Van 136 in. WB
26PSPV		3C6LRVCGXPE549822	RAM	ProMaster 2500	2023 High Roof Cargo Van 136 in. WB
26PSPW		3C6LRVCG1PE549823	RAM	ProMaster 2500	2023 High Roof Cargo Van 136 in. WB
28BDC7 28BDD3		1FTYR1YMXKKB52493 1FTYR2CM2KKA88219	Ford	Transit-250 Transit-250	2019 Base w/Sliding Pass-Side Cargo Door Low Roof Cargo Van 129.9 in. WB
28BGR7		1FTYR2CM6KKB07712	Ford Ford	Transit-250	2019 Base w/Sliding Pass-Side Cargo Door Medium Roof Cargo Van 147.6 in. WB 2019 Base w/Sliding Pass-Side Cargo Door Medium Roof Cargo Van 147.6 in. WB
28BGR8		1FTYR2CM3KKA87497	Ford	Transit-250	2019 Base w/Sliding Pass-Side Cargo Door Medium Roof Cargo Van 147.6 in. WB
28BGRD		1FTBR1C80NKA54335	Ford	Transit-250 Cargo	2022 Base Rear-Wheel Drive Medium Roof Van 148 in. WB
28BGTN	Active Lease	1FTYR1YM0KKB02024	Ford	Transit-250	2019 Base w/Sliding Pass-Side Cargo Door Low Roof Cargo Van 129.9 in. WB
28BGTQ	Active Lease	1FTYR1YM0KKB52454	Ford	Transit-250	2019 Base w/Sliding Pass-Side Cargo Door Low Roof Cargo Van 129.9 in. WB
28BGVD		1FTYR1YM2KKB20329	Ford	Transit-250	2019 Base w/Sliding Pass-Side Cargo Door Low Roof Cargo Van 129.9 in. WB
28BGVH		1FTYR1ZM0KKB21767	Ford	Transit-250	2019 Base w/60/40 Pass-Side Cargo Doors Low Roof Cargo Van 129.9 in. WB
28BGVP 28BGZV		1FDWE3FK5NDC13480 1FDWE3FK9NDC25146	Ford Ford	E-350 Cutaway E-350 Cutaway	2022 Base Chassis 158 in. WB DRW 2022 Base Chassis 138 in. WB SRW
28BH2B		1FTYR1YMXKKB51263	Ford	Transit-250	2019 Base w/Sliding Pass-Side Cargo Door Low Roof Cargo Van 129.9 in. WB
28BH2K		1FTYR1YM1KKB21150	Ford	Transit-250	2019 Base w/Sliding Pass-Side Cargo Door Low Roof Cargo Van 129.9 in. WB
28BH4B	Active Lease	1FDWE3FK2NDC07457	Ford	E-350 Cutaway	2022 Base Chassis 158 in. WB DRW
28BH53	Active Lease	1FTYR1YM8KKA86882	Ford	Transit-250	2019 Base w/Sliding Pass-Side Cargo Door Low Roof Cargo Van 129.9 in. WB
28BH6L		1FTYR1YM6KKA72463	Ford	Transit-250	2019 Base w/Sliding Pass-Side Cargo Door Low Roof Cargo Van 129.9 in. WB
28BH86		1FTYR1YM0KKA72510	Ford	Transit-250	2019 Base w/Sliding Pass-Side Cargo Door Low Roof Cargo Van 129.9 in. WB
28BH89		1FTYR1YM3KKA71836	Ford	Transit-250	2019 Base w/Sliding Pass-Side Cargo Door Low Roof Cargo Van 129.9 in. WB 2020 Base Rear-Wheel Drive Medium Roof Van 130 in. WB
28BH8G 28BH9K		1FTBR1C86LKA36516 1FTYR1ZM4JKA99383	Ford Ford	Transit-250 Cargo Transit-250	2020 base Real-wheel Dive Medium Roof van 130 m. WB 2018 Base w/60/40 Pass-Side Cargo Doors Low Roof Cargo Van 129.9 in. WB
28BHC5		1FTYR1YMXJKB33070	Ford	Transit-250	2018 Base w/60/40 Pass-Side Cargo Doors Low Roof Cargo Van 129.9 in. WB
28BHCJ		1FTYR1ZM4JKB17557	Ford	Transit-250	2018 Base w/60/40 Pass-Side Cargo Doors Low Roof Cargo Van 129.9 in. WB
28BHDV	Active Lease	1FTYR1ZM3GKB20345	Ford	Transit-250	2016 Base Low Roof Cargo Van 130 in. WB
28BHGS	Active Lease	1FTYE1ZM6GKA68009	Ford	Transit-150	2016 Base Low Roof Cargo Van 130 in. WB
263J7M		1N6ED1FK4NN683594	Nissan	Frontier	2022 SV 4x4 Crew Cab 6 ft. box 139.8 in. WB
26LLJ2		1FTBR1Y84MKA43961	Ford	Transit-250 Cargo	2021 Base All-Wheel Drive Low Roof Van 130 in. WB
26MRXG 26MRX5		1FTBR1Y88MKA69737 1FTBR1Y81MKA69739	Ford Ford	Transit-250 Cargo Transit-250 Cargo	2021 Base Rear-Wheel Drive Low Roof Van 130 in. WB 2021 Base Rear-Wheel Drive Low Roof Van 130 in. WB
26NN7Z		1FTBR1Y8XMKA70145	Ford	Transit-250 Cargo	2021 Base Rear-Wheel Drive Low Roof Van 130 in. WB
26NN9C		1FTBR1Y83MKA44440	Ford	Transit-250 Cargo	2021 Base Rear-Wheel Drive Low Roof Van 130 in. WB
28BCRB	Active Lease	3FTTW8A3XSRA19919	Ford	Maverick	2025 XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB
27CD2R	Active Lease	3C6LRVCG5RE125113	RAM	ProMaster 2500	2024 High Roof Cargo Van 136 in. WB
28BGR4	Active Lease	1FDXE4FS2JDC34470	Ford	E-450 Cutaway	2018 Base SD Chassis 158 in. WB DRW
28BHF7		1FDWE3FL3GDC02358	Ford	E-350 Cutaway	2016 Base SD Chassis 158 in. WB DRW
27Z2WX		1FTBR1X8XPKC09082	Ford	Transit-250 Cargo	2023 Base Rear-Wheel Drive High Roof Van 148 in. WB
27Z2XB		1FTBR1X84PKC08784	Ford	Transit-250 Cargo	2023 Base Rear-Wheel Drive High Roof Van 148 in. WB
26DPDS 26CZL7		1FTBR1Y84NKA66836 1FTBR1Y8XNKA84791	Ford Ford	Transit-250 Cargo Transit-250 Cargo	2022 Base Rear-Wheel Drive Low Roof Van 130 in. WB 2022 Base Rear-Wheel Drive Low Roof Van 130 in. WB
26C2L7 26C6BW		1FDWE3FK3PDD17565	Ford	E-350 Cutaway	2022 base Real-wheel Dive Low Root van 130 in. WB 2023 Base Chassis 158 in. WB SRW
26CZLL		1FDWE3FK7PDD12109	Ford	E-350 Cutaway	2023 Base Chassis 158 in. WB DRW
27SDNM		1FDXE4FN8PDD09949	Ford	E-450 Cutaway	2023 Base Chassis 176 in. WB DRW
26JZWW		1FTBR1Y84LKA71578	Ford	Transit-250 Cargo	2020 Base Rear-Wheel Drive Low Roof Van 130 in. WB
26JZTS	Active Lease	1FTBR1Y82MKA35549	Ford	Transit-250 Cargo	2021 Base Rear-Wheel Drive Low Roof Van 130 in. WB
28RGBM		1FDWE3FN5RDD20951	Ford	E-350 Cutaway	2024 Base Chassis 138 in. WB SRW
28VT9C		1FT7X2AA5PEC65698	Ford	F-250	2023 XL 4x2 SD Super Cab 8 ft. box 164 in. WB SRW
278P3L	Active Lease	1GB0GRF73P1112563	Chevrolet	Express Cutaway	2023 Work Van Chassis 139 in. WB SRW

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc confidential of Vehicles Exhibit A - Proposed Order with Exhibits Page 37 of 41 Reliance Schedule of Vehicles

Exhibit 6

Vehicle	Type	VIN	Make	Model	Year	Series
278P3W	51	1GB0GRF7XP1112575	Chevrolet	Express Cutaway		Work Van Chassis 139 in. WB SRW
26JZRJ	Active Lease	1GC4WLE75PF147428	Chevrolet	Silverado 2500HD	2023	Work Truck 4x2 Crew Cab 8 ft. box 172 in. WB
23WXT9	Active Lease	3N6CM0KN2MK695815	Nissan	NV200	2021	SV 4dr Compact Cargo Van
27CCZX	Active Lease	3C6LRVCG8RE125123	RAM	ProMaster 2500	2024	High Roof Cargo Van 136 in. WB
25R8LD	Active Lease	1FD7X2A69KEC74470	Ford	F-250	2019	XL 4x2 SD Super Cab 8 ft. box 164 in. WB SRW
25HRZ6	Active Lease	ZFBHRFAB1N6W68540	RAM	ProMaster City	2022	Base Cargo Van
22Z38S	Active Lease	1GB0CUEGXJZ338527	Chevrolet	Silverado 2500HD	2018	WT 4x2 Regular Cab 8 ft. box 133.6 in. WB
25HRZN	Active Lease	ZFBHRFABXN6W66589	RAM	ProMaster City	2022	Base Cargo Van
23LGVH	Active Lease	1GB0GRFG1L1271818	Chevrolet	Express Cutaway	2020	Work Van Chassis 139 in. WB SRW
27BW5S	Active Lease	1GC0WLE78RF201337	Chevrolet	Silverado 2500HD	2024	Work Truck 4x2 Regular Cab 8 ft. box 142 in. WB
27MWPF	Active Lease	1FTFW1RG3PFC87632	Ford	F-150	2023	Raptor 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB
27CCZL	Active Lease	3C6LRVCG4RE125118	RAM	ProMaster 2500	2024	High Roof Cargo Van 136 in. WB
236NMP	Active Lease	3C6TRVBG3KE505834	RAM	ProMaster 1500	2019	Base Cargo Van High Roof 136 in. WB
237ZKL	Active Lease	3C7WR4AJ9KG622693	RAM	2500	2019	Tradesman 4x2 Regular Cab 8 ft. box 140.5 in. WB
23KWXX	Active Lease	1N6BF0KM3LN802697	Nissan	NV Cargo NV1500	2020	S V6 3dr Rear-Wheel Drive Cargo Van
23KWZZ	Active Lease	1N6BF0KM4LN802658	Nissan	NV Cargo NV1500	2020	S V6 3dr Rear-Wheel Drive Cargo Van
23KX3Q	Active Lease	1N6BF0KM5LN800532	Nissan	NV Cargo NV1500	2020	S V6 3dr Rear-Wheel Drive Cargo Van
23XDSJ	Active Lease	1N6BF0KM5MN809197	Nissan	NV Cargo NV1500	2021	SV V6 3dr Rear-Wheel Drive Cargo Van
23XDSW	Active Lease	1N6BF0KM2MN808928	Nissan	NV Cargo NV1500	2021	SV V6 3dr Rear-Wheel Drive Cargo Van
23XDTD	Active Lease	1N6BF0KM1MN809360	Nissan	NV Cargo NV1500	2021	SV V6 3dr Rear-Wheel Drive Cargo Van
254S2F	Active Lease	1N6BF0KM9MN810594	Nissan	NV Cargo NV1500	2021	SV V6 3dr Rear-Wheel Drive Cargo Van
254SDP	Active Lease	1N6BF0KM4MN809305	Nissan	NV Cargo NV1500	2021	SV V6 3dr Rear-Wheel Drive Cargo Van
263JVP	Active Lease	1N6ED1EJ6NN655658	Nissan	Frontier	2022	S 4x2 Crew Cab 5 ft. box 126 in. WB
264MSJ	Active Lease	1N6AF0LY8MN810986	Nissan	NV Cargo NV2500 HD	2021	SV V6 3dr Rear-Wheel Drive Cargo Van

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 38 of 41

<u>Exhibit 7</u>

Schedule of Remaining Vehicles

Exhibit 7 Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Schedule of Vehicles Not Transferred to Buyer Schibit A - Proposed Order with Exhibits Page 39 of 41

Vehicle	Туре	VIN	Make	Model	Year	Series
22T9TL	Active Lease	1FTYR2CM9JKA67172	Ford	Transit-250	2018	Base w/Sliding Pass-Side Cargo Door Medium Roof Cargo Van 147.6 in. WB
23QTQH	Active Lease	3N6CM0KN1LK711162	Nissan	NV200	2020	S 4dr Compact Cargo Van
23KFCW	Active Lease	3N6CM0KNXLK690991	Nissan	NV200	2020	S 4dr Compact Cargo Van
25RGDJ	Active Lease	1GCWGFBA1D1187473	Chevrolet	Express 2500	2013	Work Van Rear-Wheel Drive Cargo Van
23QTQ8	Active Lease	3N6CM0KN6LK710444	Nissan	NV200	2020	SV 4dr Compact Cargo Van
28BGTH	Active Lease	1FDWE3FL7GDC04968	Ford	E-350 Cutaway	2016	Base SD Chassis 158 in. WB DRW
28BH2S	Active Lease	KNDJ23AU6N7167625	Kia	Soul	2022	LX 4dr Hatchback
26J2JJ	Active Lease	1GCEC14018Z131443	Chevrolet	Silverado 1500	2008	LT1 4x2 Regular Cab 6.6 ft. box 119 in. WB
23WZ3F	Active Lease	3N6CM0KN6MK695493	Nissan	NV200	2021	SV 4dr Compact Cargo Van
25K9VQ	Active Lease	ZFBHRFBB9M6V28054	RAM	ProMaster City	2021	Tradesman SLT Cargo Van
25FHV8	Active Lease	1N6ED1EK5NN620103	Nissan	Frontier	2022	S 4x4 Crew Cab 5 ft. box 126 in. WB
27Z2Z3	Active Lease	1FDWE3FN3RDD15828	Ford	E-350 Cutaway	2024	Base Chassis 138 in. WB SRW
2856NZ	Active Lease	1FTEW2KP9RFA87692	Ford	F-150	2024	STX 4x2 SuperCrew Cab 5.5 ft. box 145 in. WB

Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 40 of 41

<u>Exhibit 8</u>

Schedule of Backlog Vehicles

Exhibit 8 Case 25-10356-pmb Doc 508-1 Filed 07/01/25 Entered 07/01/25 19:08:54 Desc Exhibit A - Proposed Order with Exhibits Page 41 of 41

Vehicle	Туре	VIN	Make	Model	Year Series
28M5L7	Backlog	3C6LRVAG4SE547012	RAM	ProMaster 1500	2025 Low Roof Cargo Van 136 in. WB
28M5MN	Backlog	3C6LRVAG2SE547012	RAM	ProMaster 1500	2025 Low Roof Cargo Van 136 in. WB
28M5MW	Backlog	3C6LRVAG0SE547011	RAM	ProMaster 1500	2025 Low Roof Cargo Van 136 in. WB
28M5N3	Backlog	3C6LRVAG4SE547009	RAM	ProMaster 1500	2025 Low Roof Cargo Van 136 in. WB
28M5N5	Backlog	3C6LRVAG2SE547008	RAM	ProMaster 1500	2025 Low Roof Cargo Van 136 in. WB
28M5N6	Backlog	3C6LRVAG0SE547007	RAM	ProMaster 1500	2025 Low Roof Cargo Van 136 in. WB
28M5SZ	Backlog	3C6LRVVG8SE538923	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5WW	Backlog	1N6ED1CL1SN634913	Nissan	Frontier	2025 S 4x2 King Cab 6 ft. box 126 in. WB
28M5SG	Backlog	3C6LRVVG9SE538767	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5SQ	Backlog	3C6LRVVG9SE538771	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5SQ 28M5SR	Backlog	3C6LRVVG1SE542375	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5WL	Ũ	1N6ED1EK5SN634756	Nissan	Frontier	2025 S 4x4 Crew Cab 5 ft. box 126 in. WB
28M5L6	Backlog	3C6LRVAG6SE547013	RAM	ProMaster 1500	2025 Low Roof Cargo Van 136 in. WB
	Backlog				
28M5SV	Backlog	3C6LRVVG3SE542376	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5KX	Backlog	3C6LRVAG3SE547003	RAM Chevrolet	ProMaster 1500	2025 Low Roof Cargo Van 136 in. WB 2024 Work Van Chassis 139 in. WB
27J4ML	Backlog	1HA0GRF74RN016170		Express Cutaway	
28M5MX	Backlog	3C6LRVAG5SE546967	RAM	ProMaster 1500	2025 Low Roof Cargo Van 136 in. WB
28M5N2	Backlog	3C6LRVAG6SE546976	RAM	ProMaster 1500	2025 Low Roof Cargo Van 136 in. WB
28M5RZ	Backlog	3C6LRVVG2SE538772	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5S3	Backlog	3C6LRVVG4SE538773	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5S5	Backlog	3C6LRVVG6SE538774	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5S7	Backlog	3C6LRVVGXSE540866	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5SB	Backlog	3C6LRVVG1SE540867	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5SC	Backlog	3C6LRVVG3SE540868	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5SD	Backlog	3C6LRVVG5SE540869	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5SF	Backlog	3C6LRVVG1SE540870	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5SM	Backlog	3C6LRVVG3SE540871	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5SN	Backlog	3C6LRVVG5SE540872	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5ST	Backlog	3C6LRVVG7SE542378	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5SW	Backlog	3C6LRVVG9SE542379	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5T5	Backlog	3C6LRVVG5SE542380	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5T6	Backlog	3C6LRVVG7SE542381	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5TR	Backlog	3C6LRVVG9SE542382	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5WZ	Backlog	1N6ED1CL4SN635053	Nissan	Frontier	2025 S 4x2 King Cab 6 ft. box 126 in. WB
28M5VZ	Backlog	1GB0GRF70S1137297	Chevrolet	Express Cutaway	2025 Work Van Chassis 139 in. WB
28M5WP	Backlog	1GB0GRF74S1137741	Chevrolet	Express Cutaway	2025 Work Van Chassis 139 in. WB
28M5W5	Backlog	1GB0GRF79S1136911	Chevrolet	Express Cutaway	2025 Work Van Chassis 139 in. WB
28M5W8	Backlog	1GB0GRF76S1137126	Chevrolet	Express Cutaway	2025 Work Van Chassis 139 in. WB
28M5W9	Backlog	1GB0GRF79S1137914	Chevrolet	Express Cutaway	2025 Work Van Chassis 139 in. WB
28M5WR	Backlog	1HA0GRF72SN003858	Chevrolet	Express Cutaway	2025 Work Van Chassis 139 in. WB
28V9X8	Backlog	1FTBW1X87RKB84234	Ford	Transit-350 Cargo	2024 Base Rear-Wheel Drive High Roof Van 148 in. WB
28VBZ2	Backlog	1N6ED1CL8SN626470	Nissan	Frontier	2025 S 4x2 King Cab 6 ft. box 126 in. WB
28M5S8	Backlog	3C6LRVVG2SE538769	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
27J4JC	Backlog	1HA0GRF78RN016155	Chevrolet	Express Cutaway	2024 Work Van Chassis 139 in. WB
27J4JG	Backlog	1HA0GRF73RN016158	Chevrolet	Express Cutaway	2024 Work Van Chassis 139 in. WB
28M5L2	Backlog	3C6LRVAG3SE546966	RAM	ProMaster 1500	2025 Low Roof Cargo Van 136 in. WB
28M5RW	Backlog	3C6LRVVG7SE538766	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5RX	Backlog	3C6LRVVG0SE538768	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28M5SJ	Backlog	3C6LRVVG6SE540864	RAM	ProMaster 2500	2025 Base Cargo Van Low Roof 136 in. WB
28VBXW	Backlog	1N6ED1CL4SN626479	Nissan	Frontier	2025 S 4x2 King Cab 6 ft. box 126 in. WB
28M5VM	Backlog	1N6ED1EJXSN633481	Nissan	Frontier	2025 S 4x2 Crew Cab 5 ft. box 126 in. WB
28M5VL	Backlog	1N6ED1EJXSN632475	Nissan	Frontier	2025 S 4x2 Crew Cab 5 ft. box 126 in. WB
28M5R4	Backlog	1N6ED1CL7SN635094	Nissan	Frontier	2025 S 4x2 King Cab 6 ft. box 126 in. WB
28M5VT	Backlog	1N6ED1EJ8SN632667	Nissan	Frontier	2025 S 4x2 Crew Cab 5 ft. box 126 in. WB
27J4J9	Backlog	1HA0GRF79RN016147	Chevrolet	Express Cutaway	2024 Work Van Chassis 139 in. WB