

Fill in this information to identify the case:Debtor Wellmade Floor Coverings International, Inc.United States Bankruptcy Court for the: Northern District of Georgia
(State)Case number 25-58764**Modified Official Form 410
Proof of Claim****04/25**

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

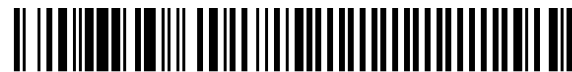
Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	AHF, LLC and AHF IC, LLC	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	See summary page	AHF, LLC and AHF IC, LLC c/o Timothy Nieman PO Box 566 Mountville, PA 17754
	Contact phone <u>404-572-4600</u>	Contact phone
	Contact email <u>christopher.coleman@kslaw.com</u>	Contact email <u>timothy.nieman@ahfproducts.com</u>
	Uniform claim identifier (if you use one):	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: __ __ __ __
7. How much is the claim? \$ <u>1,386,522.00</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>Product Quality Claims</u></p>
9. Is all or part of the claim secured?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <div><input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</div> Basis for perfection: _____ <small>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</small> Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <div><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div></div>
10. Is this claim based on a lease?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____</div>
11. Is this claim subject to a right of setoff?	<div><input type="checkbox"/> No</div> <div><input checked="" type="checkbox"/> Yes. Identify the property: <u>Escrow Agreement with the Debtors</u></div>



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/20/2025
MM / DD / YYYY

/s/Timothy Nieman
Signature

Print the name of the person who is completing and signing this claim:

Name Timothy Nieman
First name Middle name Last name

Title Secretary and General Counsel

Company AHE, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 812-2297 | International (781) 575-4050

Debtor: 25-58764 - Wellmade Floor Coverings International, Inc. District: Northern District of Georgia, Atlanta Division		
Creditor: AHF, LLC and AHF IC, LLC c/o Christopher K. Coleman 1180 Peachtree Street, NE Suite 1600 Attn: Christopher K. Coleman Atlanta, GA, 30309 Phone: 404-572-4600 Phone 2: Fax: Email: christopher.coleman@kslaw.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Disbursement/Notice Parties: AHF, LLC and AHF IC, LLC c/o Timothy Nieman PO Box 566 Mountville, PA, 17754 Phone: Phone 2: Fax: E-mail: timothy.nieman@ahfproducts.com DISBURSEMENT ADDRESS		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Product Quality Claims	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 1,386,522.00	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: Yes, Escrow Agreement with the Debtors	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Timothy Nieman on 20-Nov-2025 7:45:48 a.m. Pacific Time Title: Secretary and General Counsel Company: AHF, LLC		

Fill in this information to identify the case:

Debtor 1 _____

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: _____ District of _____

Case number _____

Official Form 410

Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

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Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim**1. Who is the current creditor?**

Name of the current creditor (the person or entity to be paid for this claim) _____

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?☐ No☐ Yes. From whom? _____**3. Where should notices and payments to the creditor be sent?**Federal Rule of
Bankruptcy Procedure
(FRBP) 2002(g)**Where should notices to the creditor be sent?**

Name _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

Contact phone _____

Contact email _____

Uniform claim identifier (if you use one):
_____**Where should payments to the creditor be sent? (if different)**

Name _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

Contact phone _____

Contact email _____

4. Does this claim amend one already filed?☐ No☐ Yes. Claim number on court claims registry (if known) _____Filed on _____
MM / DD / YYYY**5. Do you know if anyone else has filed a proof of claim for this claim?**☐ No☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?** ☐ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____

7. **How much is the claim?** \$_____. **Does this amount include interest or other charges?**
☐ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?** Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
- _____

9. **Is all or part of the claim secured?** ☐ No
☐ Yes. The claim is secured by a lien on property.
- Nature of property:**
- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
- ☐ Motor vehicle
- ☐ Other. Describe: _____
- Basis for perfection:** _____
- Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
- Value of property:** \$_____
- Amount of the claim that is secured:** \$_____
- Amount of the claim that is unsecured:** \$_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
- Amount necessary to cure any default as of the date of the petition:** \$_____
- Annual Interest Rate** (when case was filed) _____ %
- ☐ Fixed
- ☐ Variable

10. **Is this claim based on a lease?** ☐ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** \$_____

11. **Is this claim subject to a right of setoff?** ☐ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

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Check the appropriate box:

☐ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.


☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date _____
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address
Number Street

City State ZIP Code

Contact phone _____ Email _____

**ATTACHMENT TO PROOF OF CLAIM FILED BY AHF, LLC AND AHF IC, LLC
AGAINST DEBTORS WELLMADE FLOOR COVERINGS INTERNATIONAL, INC.
AND WELLMADE INDUSTRIES MFR. N.A LLC**

AHF, LLC (“**AHF**”) and AHF IC, LLC (“**Purchaser**”) (collectively, the “**AHF Parties**”) hereby file this proof of claim (the “**Claim**”) pursuant to the *Order (I) Setting A Bar Date For Filing Proofs of Claim; (II) Setting An Amended Schedules Bar Date; (III) Setting a Rejection Damages Bar Date; (IV) Approving the Form of and Manner For Filing Proofs of Claim; (V) Approving the Notice of the Bar Dates; and (VI) Granting Related Relief* [Case No. 25-58764-sms, D.E. 222] (the “**Bar Date Order**”) in the jointly administered chapter 11 bankruptcy cases of Wellmade Floor Coverings International, Inc. (“**WFCI**”) and Wellmade Industries MFR. N.A LLC (“**Wellmade Industries**” and together with WFCI, the “**Debtors**”), currently pending in the United States Bankruptcy Court for the Northern District of Georgia (the “**Court**”).

I. BASIS FOR CLAIM

The Debtors and Purchaser are parties to that certain Second Amended and Restated Asset Purchase Agreement, dated as of September 16, 2025 (the “**APA**”), which was approved by the Court on October 7, 2025, pursuant to the *Order (A) Approving the Private Sale of the Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [D.E. 220] (the “**Sale Order**”). The sale of assets contemplated by the APA and approved by the Sale Order (the “**Sale**”) closed on November 7, 2025. *See* D.E. 259. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the APA.

AHF and WFCI are parties to that certain Purchase Agreement for HDPC Rigid Core Vinyl Flooring, dated as of August 1, 2020 (as amended from time to time, the “**AHF Inventory Agreement**”), pursuant to which the Debtors manufactured top-line hard surface flooring products, including High-Density Polymer Composite (“**HDPC**”) rigid core vinyl flooring, and sold it to AHF consistent with the terms set forth in the AHF Inventory Agreement. The commercial arrangement contemplated by the AHF Inventory Agreement continued up and through the Closing Date. Pursuant to the terms of the APA, Purchaser was entitled to a credit against the purchase price (\$58,500,000) in “the aggregate amount of the remaining obligations of the Sellers under the AHF Inventory Agreement as of the Closing Date.”

In the ordinary course of the commercial relationship between AHF and WFCI, AHF accrued certain product quality claims against the Debtors in which a subset of the HDPC flooring manufactured by the Debtors for AHF would, upon reasonable investigation, turn out to have defects that would make it unsuitable for the purposes for which it was marketed and sold. For years, the Debtors and AHF reconciled these product quality claims in the ordinary course of business by (i) reaching consensus on the amount of defective product and corresponding price, and (ii) allowing AHF to set off those amounts against new invoices owed by AHF to WFCI. The ordinary course reconciliation process continued up until August 4, 2025 (the “**Petition Date**”) and product quality claims have continued to accrue on a postpetition basis up until, and after, the Closing Date.

The AHF Parties maintain that AHF's unpaid product quality claims on account of shipments made prior to the Closing Date constitute a subset of "the aggregate amount of the remaining obligations of the Sellers under the AHF Inventory Agreement as of the Closing Date." In advance of the Closing Date, the AHF Parties and the Debtors were unable to reach agreement on the appropriate amount of product quality claims, if any, that would constitute AHF Inventory Agreement obligations that should be deducted from the Closing Cash Payment. As a result, the parties jointly agreed that the amount of product quality claims projected by AHF would be set aside in an escrow account pursuant to an escrow agreement with Synovus Bank acting as escrow agent until such time as the dispute was resolved. The parties have committed to working in good faith to reconcile this issue. The AHF Parties, therefore, are filing this Claim in connection with—and not as a supplement to—the purchase price reconciliation process it is undertaking with the Debtors.

II. AMOUNT OF CLAIM

As of the filing of this Claim, AHF is entitled to reimbursement for product quality claims related to shipments of product delivered by the Debtors to AHF prior to the Closing Date in an amount equal to \$1,386,522.00 (the "**Claim Amount**"). And, accordingly, the Purchaser is entitled to a credit against the purchase price in the amount of the Claim Amount pursuant to the terms of the APA, because such Claim Amount constitutes the "aggregate amount of the remaining obligations of the Sellers under the AHF Inventory Agreement."

The inclusion of any items in this Claim is not intended to waive in any manner either AHF Party's right to claim any other or further charges, fees, claims, or other amounts owed to it pursuant to or in connection with the AHF Inventory Agreement, the APA, the Sale Order, or applicable law.

Furthermore, in the event that it is determined that the product quality claims do not arise under or are not owing under the terms of the AHF Inventory Agreement, this Claim shall also serve as a claim in the Claim Amount for non-contractual tort damages suffered by AHF as a result of the purchase of defective products from the Debtors.

III. ADDITIONAL CLAIMS

In addition to the Claim Amount, there may be accruing charges that are subject to adjustment and reconciliation that have not yet been billed. The Debtors continue to be responsible for all such accrued and accruing charges.

The AHF Parties further assert the following additional claims, to the extent that any such claims exist, as to all of which the AHF Parties expressly reserve and preserve all rights, notwithstanding anything contained in this Claim: (1) interest, losses, fees, costs, taxes, and charges, which, where applicable, have accrued as of the Petition Date, and which continue to accrue; (2) attorneys' fees and costs that have been incurred as of the Petition Date, and which continue to be incurred; (3) claims for administrative expenses in amounts not fully ascertainable but to be later provided by amendments; (4) claims arising out of non-performance and/or breaches of the agreements and documents referenced in this Claim; (5) claims arising out of fraud, negligence, intentional misconduct or any other action of the Debtors or Debtors' representatives;

(6) rights of setoff or recoupment; (7) rights to reimbursement or indemnification for any loss, liability, damage, expense, or cost; (8) rights to estimate contingent claims; and (9) claims that may be presently in amounts not fully ascertainable but to be later provided if such claims are estimated and/or liquidated.

IV. NO SETOFF

Except as set forth herein, to the best of the AHF Parties' knowledge, the Claim is not subject to any valid setoff or counterclaim by the Debtors; *provided, however*, that any setoff or recoupment rights that the AHF Parties may possess are expressly reserved and are not waived. Furthermore, all procedural and substantive defenses and rights with respect to any claim that may be asserted against the AHF Parties by the Debtors or any other party in interest in these bankruptcy cases or otherwise, or by any other person or entity whatsoever, are specifically preserved.

V. NO WAIVER

Filing this Claim is not and should not be construed to be: (i) a waiver or release of the AHF Parties' rights against any other entity or person liable for all or part of the Claim; (ii) a waiver of the right to seek to have the reference withdrawn with respect to (a) the subject matter of this Claim, (b) any objection or other proceeding commenced with respect thereto, or (c) any other proceeding commenced in these cases against or otherwise involving the AHF Parties; (iii) a consent by either AHF Party to the jurisdiction of the Court with respect to any proceeding commenced in this case against or otherwise involving such AHF Party; (iv) a waiver of any right to the subordination, in favor of the AHF Parties of indebtedness or liens held by creditors of Debtor; or (v) an election of a remedy that waives or otherwise affects any other remedy of the AHF Parties.

VI. RESERVATION OF RIGHTS

This Claim is filed with full reservation of rights, including the right to assert additional, supplementary, and/or amended proofs of claims based on events, information, and/or documents that later come to the attention of the AHF Parties. Although the AHF Parties have made every effort to identify all prepetition claims that they may have against the Debtors, the AHF Parties reserve the right to amend, modify, or supplement this Claim at any time, including but not limited to correcting the dollar amount.

Additional documents supporting the Claim are voluminous and therefore are not attached to this proof of claim. Any questions should be directed to: W. Austin Jowers and Christopher K. Coleman, counsel for the AHF Parties, using the following contact information:

KING & SPALDING LLP

Attn: W. Austin Jowers

Attn: Christopher K. Coleman

1180 Peachtree Street, NE, Suite 1600

Atlanta, GA 30309

Telephone: (404) 572-4600

Email: ajowers@kslaw.com

Email: christopher.coleman@kslaw.com