

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA

NEWNAN DIVISION

<p>In re:</p> <p>AFH AIR PROS, LLC, <i>et al.</i>,¹</p> <p style="text-align: center;">Debtors.</p>	<p>Chapter 11</p> <p>Case No. 25-10356 (PMB)</p> <p>(Jointly Administered)</p>
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**EMERGENCY APPLICATION OF THE DEBTORS FOR ENTRY OF AN ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF KURTZMAN
CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS,
NOTICING, SOLICITATION, AND ADMINISTRATIVE AGENT
EFFECTIVE AS OF THE PETITION DATE**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) hereby seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), granting the relief described below. In support of this application (the “Application”), the Debtors submit the *Declaration of Evan J. Gershbein in Support of Emergency Application of the Debtors for Entry of an Order Authorizing the Retention and Employment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims, Noticing, Solicitation, and Administrative Agent Effective as of the Petition Date* (the “Gershbein Declaration”), attached hereto as **Exhibit B**, and respectfully state as follows:

RELIEF REQUESTED

1. By the Application, the Debtors respectfully request entry of the Proposed Order appointing Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”) to act as the claims,

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 proposed 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, Plantation, Florida 33020.



noticing, solicitation, and administrative agent in the Debtors' chapter 11 cases (the "Claims and Noticing Agent").

JURISDICTION AND VENUE

2. The Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and the Application in this District is proper under 28 U.S.C. §§ 1408 and 1409.

3. The legal predicates for the relief requested herein are sections 156(c) of title 28 of the United States Code, section 105(a) and 327(a) of title 11 of the United States Code (the "Bankruptcy Code"), Rule(s) 2002, 2014(a), and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Rules 9006-2, 9013-1, and 9013-2 of the Local Rules of Practice for the United States Bankruptcy Court for the Northern District of Georgia (the "Local Rules"), and the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the "Complex Case Procedures").

BACKGROUND

I. The Chapter 11 Cases

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

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

6. No official committee has been appointed in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), and no request has been made for the appointment of a trustee or an examiner.

7. Additional information regarding the Debtors' businesses, capital structure, and the circumstances leading to the filing of these Chapter 11 Cases is set forth in the *Declaration of Andrew D.J. Hede in Support of Chapter 11 Petitions and First Day Pleadings* filed contemporaneously herewith and incorporated by reference.

II. The Need for and Terms of Verita's Services

8. The Debtors have determined that there is a need for Verita's services. Specifically, the Debtors believe it is necessary and in the best interests of their creditors and estates to engage Verita to act as their Claims and Noticing Agent to, among other things, assist in the preparation of the Debtors' Schedules and Statements (as defined herein) and assume full responsibility for the distribution of notices and proof of claim forms and the maintenance, processing, and docketing of all proofs of claim filed in these Chapter 11 Cases. In addition, in connection with any plan proposed by the Debtors, the Debtors have determined that they will require the service of Verita with respect to the mailing of the Debtors' disclosure statement, plan, and ballots and in maintaining and tallying ballots in connection with the voting on such plan. The terms of Verita's proposed retention are set forth in that certain Services Agreement between Verita and the Debtors, dated as of January 18, 2025 (the "Services Agreement"), a copy of which is attached hereto as **Exhibit C**.

9. In view of the number of anticipated claimants, creditors, and parties-in-interest, the Debtors submit that the appointment of Verita as the Claims and Noticing Agent in these Chapter 11 Cases will provide the most effective and efficient means of, and relieve the Debtors and/or the Clerk of the Court (the "Clerk") of the administrative burden of, noticing, administering claims, and soliciting and tabulating votes on a plan and is in the best interests of both the Debtors' estates and its creditors.

A. Verita’s Qualifications

10. Verita is one of the country’s leading chapter 11 administrators, with significant expertise in noticing, claims administration, balloting, and facilitating other administrative aspects of chapter 11 cases. Verita has substantial experience in matters of this size and complexity and has acted as the official claims and noticing agent in various jurisdictions nationwide. *See, e.g., In re LaVie Care Centers, LLC, et al.*, Case No. 24-55507 (PMB) (Bankr. N.D. Ga. Jun. 5, 2024); *In re Cano Health, Inc., et al.*, Case No. 24-10164 (KBO) (Bankr. D. Del. Feb. 6, 2024); *In re InVivo Therapeutics Corp., et al.*, Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 6, 2024); *In re AN Global LLC, et al.*, Case No. 23-11294 (JKS) (Bankr. D. Del. Aug. 29, 2023); *In re Proterra Inc, et al.*, Case No. 23-11120 (BLS) (Bankr. D. Del. Aug. 10, 2023); *In re Novan, Inc., et al.*, Case No. 23-10937 (LSS) (Bankr. D. Del. July 19, 2023); *In re Lordstown Motors Corp., et al.*, Case No. 23-10831 (MFW) (Bankr. D. Del. June 28, 2023); *In re KDC Agribusiness LLC, et al.*, Case No. 23-10786 (CTG) (Bankr. D. Del. June 21, 2023); *In re Regional Housing & Community Services Corp.*, Case No. 21-41034 (PWB) (Bankr. N.D. Ga. Aug. 27, 2021); *In re P-D Valmiera Glass USA Corp.*, Case No. 19- 59440 (PWB) (Bankr. N.D. Ga. June 26, 2019); *In re Fibrant, LLC, et al.*, Case No. 18-10274 (SDB) (Bankr. N.D. Ga. Mar. 8, 2018); *In re Legacy Turf Company, LLC*, Case No. 16-41504 (PWB) (Bankr. N.D. Ga. July 20, 2016); *In re Clayton General, Inc.*, Cases No. 15-64226 (WLH) (Bankr. N.D. Ga. Aug. 6, 2015).

B. Scope of Services

11. As detailed in the Services Agreement, Verita will perform the following services (collectively, the “Services”), as the Claims and Noticing Agent, at the request of the Debtors:

- a. Create and maintain a computer database of all creditors, claimants and parties-in-interest;

- b. prepare and serve required notices in these Chapter 11 Cases, which may include:
 - 1. notice of the commencement of these Chapter 11 Cases and the initial meeting of creditors;
 - 2. notice of the claims bar date, if any;
 - 3. notice of objections to claims;
 - 4. notice of any hearings on a disclosure statement and confirmation of a plan of reorganization or liquidation; and
 - 5. other miscellaneous notice to any entities, as may be deemed necessary for the orderly administration of these Chapter 11 Cases;
- c. after the mailing of a particular notice, prepare for filing with the Clerk's Office a certificate or affidavit of service that references the document served and includes an alphabetical listing of the parties to whom the notice was mailed and the date and manner of mailing;
- d. receive and record proofs of claim and proofs of interest;
- e. create and maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
 - 1. the names of the Debtors;
 - 2. the name and address of the claimant, and any agent thereof;
 - 3. the date received;
 - 4. the claim number assigned; and
 - 5. the asserted amount and classification of claim;
- f. implement necessary security measures to ensure the completeness and integrity of the claims register;
- g. transmit to the Clerk's Office a copy of the claims register upon request and at agreed upon intervals;
- h. act as balloting agent which will include the following services:
 - 1. print ballots;

2. coordinate mailing of ballots, disclosure statement(s), and plan(s) of reorganization and other appropriate materials to all voting and non-voting parties, and provide affidavits of service;
3. prepare voting reports by plan class, creditor, shareholder, and amount for review and approval by the Debtors and their counsel; and
4. receive and tabulate ballots, inspect ballots for conformity to voting procedures, date stamp and number ballots consecutively, provide computerized balloting database services and certify the tabulation results;
 - i. maintain an up-to-date creditor matrix, which list shall be available upon request of a party-in-interest or the Clerk's Office;
 - j. record all transfers of claims pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure and provide notice of such transfers as required thereunder;
 - k. assisting with, among other things, the preparation of the Debtor's schedules of assets and liabilities, schedules of executory contracts and unexpired leases and statements of financial affairs
 - l. comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements;
 - m. promptly comply with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe;
 - n. perform such other administrative and support related noticing, claims, docketing, solicitation and distribution services as the Debtors or the Clerk's Office may request;
 - o. provide reconciliation and resolution of claims services to the Debtors; and
 - p. aid in the preparation, mailing, and tabulation of ballots for the purpose of accepting or rejecting any plan of reorganization or liquidation proposed by the Debtors.

12. The Claims Register shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Verita.

C. Professional Compensation

13. The Debtors propose to compensate Verita for the Services set forth above in accordance with the pricing schedule attached to the Services Agreement. The Debtors respectfully request that the undisputed fees and expenses incurred by Verita in the performance of the Services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and Bankruptcy Code section 503(b)(1)(A) and be paid in the ordinary course of business pursuant to the Services Agreement without further application to or order of the Court.

14. Verita agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve, no less frequently than monthly, invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, counsel for any official committee appointed in these Chapter 11 Cases, and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Services Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from this Court.

15. Prior to the Petition Date, the Debtors provided Verita with a retainer in the amount of \$40,000. Verita seeks to first apply the retainer to all prepetition invoices, and thereafter, to have the retainer replenished to the original retainer amount, and thereafter to hold the retainer under the Services Agreement during these Chapter 11 Cases as security for the payment of fees and expenses (including postage) incurred in performing the Services. Upon cessation of Verita's engagement, any unused retainer amounts after payment of all outstanding fees and expenses under the Services Agreement will be returned to the Debtors.

16. In addition, under the terms of the Services Agreement, the Debtors have agreed to indemnify and defend Verita, its affiliates, parent, and each such entity's officers, members,

directors, agents, representatives, managers, consultants, and employees under certain circumstances specified in the Services Agreement, except in circumstances resulting from Verita's gross negligence or willful misconduct, or as otherwise provided in the Proposed Order. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in these Chapter 11 Cases.

D. Verita's Disinterestedness

17. Verita has reviewed its conflicts system to determine whether it has any relationships with the Debtors' creditors and parties-in-interest. Except as disclosed in the Gershbein Declaration, Verita represents that it neither holds nor represents any interest materially adverse to the Debtors' estates. To the best of the Debtors' knowledge, Verita is a "disinterested person" as that term is defined in Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b). Verita will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

BASIS FOR RELIEF REQUESTED

I. Sufficient Cause for the Appointment of Verita

18. The Court is permitted to appoint Verita as Claims and Noticing Agent in the Chapter 11 Cases. Pursuant to 28 U.S.C. § 156(c), this Court is authorized to utilize agents and facilities other than the Clerk for the administration of bankruptcy cases. Specifically, 28 U.S.C. § 156(c) provides, in relevant part, as follows:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States.

28 U.S.C. § 156(c). Further, Bankruptcy Code section 105(a) provides, in pertinent part, as follows:

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party-in-interest shall be construed to preclude the court from, *sua sponte*, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

11 U.S.C. § 105(a). Moreover, Bankruptcy Rule 2002, which regulates the notices that must be provided to creditors and other parties-in-interest in a bankruptcy case, provides that the Court may direct that a person other than the Clerk give notice of the various matters described therein. *See Fed. R. Bankr. P. 2002.*

19. Bankruptcy Code section 327(a) similarly provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

20. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party-in-interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

21. The appointment of Verita as Claims and Noticing Agent will help to expedite and more efficiently facilitate the administration of these Chapter 11 Cases, particularly given the number of parties receiving notice in these Chapter 11 Cases and the number of anticipated claimants, and will relieve the Clerk's office of associated administrative burdens. The Debtors also believe that the terms and conditions of the Services Agreement are reasonable in light of the anticipated number of creditors and other parties-in-interest that will be involved in these Chapter 11 Cases. For these reasons, the Debtors respectfully submit that the appointment of Verita as Claims and Noticing Agent is necessary and in the best interests of the Debtors and their estates and will serve to maximize the value of the Debtors' estates for all stakeholders.

RELIEF AS OF THE PETITION DATE IS APPROPRIATE

22. In accordance with the Debtors' request, Verita has agreed to serve as Claims and Noticing Agent on and after the Petition Date with assurances that the Debtors would seek approval of their employment and retention, effective as of the Petition Date, so that Verita can be compensated for services rendered on and after the Petition Date, including prior to approval of the Application. The Debtors believe that no party-in-interest will be prejudiced by the granting of the employment, as proposed in the Application, because Verita has provided, and continues to provide, valuable services to the Debtors' estates during the interim period. Accordingly, the Debtors respectfully request entry of the Proposed Order authorizing the Debtors to retain and employ Verita as Claims and Noticing Agent effective as of the Petition Date.

EMERGENCY CONSIDERATION

23. The Debtors respectfully request emergency consideration of this Application pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case "to the extent that relief is necessary to avoid

immediate and irreparable harm.” Fed. R. Bankr. P. 6003. Here, the Debtors believe an immediate and orderly transition into chapter 11 is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors’ operations and cause irreparable harm. Furthermore, the failure to receive the requested relief during the first 21 days of these Chapter 11 Cases would severely disrupt the Debtors’ operations at this critical juncture. Accordingly, the Debtors submit that it has satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 and, therefore, respectfully request that the Court approve the relief requested in this Application on an emergency basis.

RESERVATION OF RIGHTS

24. Nothing in the Application should be construed as (a) authority to assume or reject any executory contract or unexpired lease of real property, or as a request for the same; (b) an admission as to the validity, priority, or character of any claim or other asserted right or obligation, or a waiver or other limitation on the Debtors’ ability to contest the same on any ground permitted by bankruptcy or applicable non-bankruptcy law; (c) a promise or requirement to pay any claim or other obligation; or (d) granting third-party-beneficiary status, bestowing any additional rights on any third party, or being otherwise enforceable by any third party.

NOTICE

25. The Debtors will provide notice of the Motion to: (a) the Office of the United States Trustee for the Northern District of Georgia; (b) the Debtors’ prepetition and postpetition lenders and collateral agent; (c) creditors holding the 30 largest unsecured claims against the Debtors; (d) the United States Attorney for the Northern District of Georgia; (e) the Georgia Department of Revenue; (f) the Internal Revenue Service; (g) the Securities & Exchange Commission; (h) the Georgia Secretary of State; (i) the states attorneys general for states in which the Debtors conduct

business; and (j) 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.

NO PRIOR REQUEST

26. No previous request for the relief sought herein has been made to this or any other court.

[Remainder of Page Intentionally Left Blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as may be just and proper.

Dated: March 16, 2025

Respectfully submitted,

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil

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

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

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*Proposed Counsel for the Debtors and
Debtors in Possession*

CERTIFICATE OF SERVICE

I hereby certify that on this date a true and correct copy of the foregoing Application was served by the Court's CM/ECF system on all counsel of record registered in these Chapter 11 Cases through CM/ECF. Subject to the Court's approval of their retention and access to filing privileges, the Debtors' proposed claims and noticing agent, Verita, will be filing a supplemental certificate of service on the docket to reflect any additional service of the foregoing Motion.

Dated: March 16, 2025

Respectfully submitted,

GREENBERG TRAUIG, LLP

/s/ David B. Kurzweil
David B. Kurzweil (Ga. Bar No. 430492)
Matthew A. Petrie (Ga. Bar No. 227556)
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*Proposed Counsel for the Debtors and
Debtors in Possession*

EXHIBIT B

GERSHBEIN DECLARATION

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)

DECLARATION OF EVAN J. GERSHBEIN IN SUPPORT OF THE EMERGENCY APPLICATION OF THE DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS, NOTICING, SOLICITATION, AND ADMINISTRATIVE AGENT EFFECTIVE AS OF THE PETITION DATE

I, Evan J. Gershbein, hereby declare under penalty of perjury as follows:

1. I am an Executive Vice President of Corporate Restructuring of Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”), a chapter 11 administrative services firm whose headquarters are located at 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, California, 90245. Except as otherwise noted in this declaration (this “Declaration”), I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. I submit this Declaration in support of the *Emergency Application of the Debtors for Entry of an Order Authorizing the Retention and Employment of Kurtzman Carson*

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 proposed 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, Plantation, Florida 33020.

Consultants, LLC dba Verita Global as Claims, Noticing, and Solicitation Agent Effective as of the Petition Date (the “Application”),² filed contemporaneously herewith.

3. Verita represents the following:
 - a. Verita, its members, and employees are not and were not, within two years before the date of the filing of these Chapter 11 Cases, creditors, equity security holders, insiders, or employees of the Debtors;
 - b. Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases;
 - c. by accepting employment in these Chapter 11 Cases, Verita waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;
 - d. in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, Verita will not be an agent of the United States and will not act on behalf of the United States;
 - e. Verita will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these Chapter 11 Cases;
 - f. Verita is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code;
 - g. in its capacity as Claims and Noticing Agent in these Chapter 11 Cases, Verita will not intentionally misrepresent any fact to any person;
 - h. Verita shall be under the supervision and control of the Office of the Clerk of the Bankruptcy Court (the “Clerk”) with respect to the receipt and recordation of claims and claim transfers;
 - i. Verita will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
 - j. none of the services provided by Verita in these Chapter 11 Cases shall be at the expense of the Clerk.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Application.

4. I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (the “Potential Parties in Interest”) in these Chapter 11 Cases. The list of Potential Parties in Interest was provided by the Debtors and is attached hereto as **Schedule 1**. The results of the conflict check were compiled and reviewed by Verita professionals under my supervision. At this time and as set forth in further detail herein, Verita is not aware of any connection that would present a disqualifying conflict of interest. Should Verita discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, Verita will use reasonable efforts to file promptly a supplemental declaration.

5. To the best of my knowledge, and based solely upon information provided to me by the Debtors, neither Verita, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors or other relevant parties. Verita may have relationships with certain of the Debtors’ creditors as vendors or in connection with cases in which Verita serves or has served in a neutral capacity as claims, noticing, solicitation, and administrative agent for another chapter 11 debtor.

6. Verita has and will continue to represent clients in matters unrelated to these Chapter 11 Cases. In addition, in matters unrelated to these Chapter 11 Cases, Verita and its personnel may have and will continue to have relationships personally or in the ordinary course of business with certain vendors, professionals, financial institutions, and other parties-in-interest that may be involved in these Chapter 11 Cases. Verita may also provide professional services to entities or persons that may be creditors or parties-in-interest in these Chapter 11 Cases, which services do not directly relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors.

7. Verita and its personnel in their individual capacities regularly utilize the services of law firms, investment banking and advisory firms, accounting firms, and financial advisors. Such firms engaged by Verita or its personnel may appear in chapter 11 cases representing the Debtors or parties-in-interest. All engagements where such firms represent Verita or its personnel in their individual capacities are unrelated to these Chapter 11 Cases.

8. On May 1, 2023, funds affiliated with GCP Capital Partners LLC (“GCP”) indirectly acquired a controlling equity interest in Verita (the “Acquisition”). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. (“JPMIM”). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the “Board”) of Verita’s ultimate parent company, KCC Parent LLC dba Verita Parent (“Parent”). Parent wholly owns Verita Intermediate, LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns Verita Global Services, LLC, which in turn wholly owns Verita. One representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

9. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (i) Verita’s parent entities, affiliates, and subsidiaries and (ii) GCP, GCP’s funds, and each such fund’s respective portfolio companies and investments as set forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections. JPMorgan Chase Bank and Chase Credit are listed on the Potential Parties in Interest List. There

are information barriers between JPMIM and the line of business where these entities may be associated with the Debtors.

10. To the extent Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtor, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to the Debtor with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

11. Based on the foregoing, I believe that Verita is a “disinterested person” as that term is defined in Bankruptcy Code section 101(14) with respect to the matters upon which it is to be engaged. Moreover, to the best of my knowledge and belief, neither Verita nor any of its partners or employees hold or represent any interest materially adverse to the Debtors’ estates with respect to any matter upon which Verita is to be engaged.

[Remainder of page intentionally left blank]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: March 16, 2025

/s/ Evan J. Gershbein

Evan J. Gershbein
Executive Vice President of Corporate
Restructuring
Kurtzman Carson Consultants, LLC dba
Verita Global

EXHIBIT A

Proposed Order

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

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

Related to Docket No. ____

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS
CLAIMS, NOTICING, SOLICITATION, AND ADMINISTRATIVE
AGENT EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “Application”)² of the Debtors for entry of an order (this “Order”) appointing Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”) as

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, Plantation, Florida 33020.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

claims, noticing, solicitation, and administrative agent (the “Claims and Noticing Agent”), pursuant to 28 U.S.C. § 156(c) and Bankruptcy Code sections 105(a) and 327(a), in the Debtors’ chapter 11 cases effective as of the Petition Date, to, among other things and without limitation, (a) distribute required notices to parties-in-interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtors’ chapter 11 cases, (c) facilitate the Debtors’ solicitation efforts and tabulation of any votes submitted in connection with the same, and (d) provide such other administrative services as required by the Debtors that would fall within the purview of services to be provided by the Clerk’s office, all as more fully set forth in the Application; and upon consideration of the First Day Declaration; 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 Application 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 due and sufficient notice of the Application having been given under the particular circumstances; and the Court having reviewed the Application 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 Application and at the Hearing establish just cause for the relief granted herein; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Application is granted as set forth herein.
2. Notwithstanding the terms of the Services Agreement attached to the Application, the Application is granted solely as set forth in this Order and solely with respect to the Services set forth in the services schedule attached to the Services Agreement.
3. Pursuant to 28 U.S.C. § 156(c), Bankruptcy Code sections 105(a) and 327(a), and Bankruptcy Rules 2002, 2014, and 2016, the Debtors are authorized, but not directed, to retain Verita as Claims and Noticing Agent in the Chapter 11 Cases, effective as of the Petition Date, under the terms of the Services Agreement, and Verita is directed to perform the Services and to receive, maintain, record, and otherwise administer the proofs of claim filed in the Chapter 11 Cases and perform all related tasks as set forth in the Application, the Services Agreement, and this Order. In addition to the services set forth in the Application and the Services Agreement, Verita is authorized to provide other noticing, claims processing, and administrative services as the Debtors and the Clerk may request from time to time. The Clerk shall provide Verita with ECF credentials that allow Verita to receive ECF notifications and file certificates of service.
4. Verita shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in the Chapter 11 Cases and is authorized and directed to maintain the official Claims Register for the Debtors, to provide public access to every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

5. Verita is authorized and directed to obtain a post office box or address for the receipt of proofs of claim. Verita is also authorized to provide an electronic interface for filing proofs of claim, subject to further Court approval.

6. Verita is authorized to take such other action to comply with all duties set forth in the Application and this Order.

7. Verita shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

8. Without further order of the Court, the Debtors are authorized to compensate Verita for its Services in accordance with the terms of the Services Agreement upon receipt of reasonably detailed monthly invoices setting forth the services provided by Verita, and to reimburse Verita for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Verita to file fee applications or otherwise seek this Court's approval for the compensation of its services and reimbursement of its expenses.

9. Verita shall maintain records of all services performed, showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors, the U.S. Trustee, counsel to the Debtors, counsel to any statutory committee appointed in the Chapter 11 Cases, and any party-in-interest who specifically requests service of the monthly invoices.

10. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Services Agreement or monthly invoices, and the parties may seek resolution of such matter from this Court if resolution is not achieved.

11. Pursuant to Bankruptcy Code section 503(b)(1)(A), and subject to paragraphs 8–10 of this Order, the fees and expenses of Verita incurred in connection with the Services shall be an administrative expense of the Debtors' estates.

12. Verita may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount of \$40,000, and thereafter Verita may hold the retainer during the Chapter 11 Cases as security for payment of Verita's final invoice for services rendered and expenses incurred under the Services Agreement. Upon cessation of Verita's engagement, any unused advance amounts after payment of all outstanding fees and expenses under the Services Agreement will be returned to the Debtors.

13. The Debtors are authorized to indemnify Verita under the terms of the Services Agreement, subject to the following modifications:

- a. Verita shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement for services other than the services provided under the Services Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court;
- b. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify Verita, or provide contribution or reimbursement to Verita, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen solely from Verita's gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty (if any) as provided in this Order; (ii) for a contractual dispute in which the Debtors allege the breach of Verita's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to applicable law, or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Verita should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement as modified by this Order;

- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing the Chapter 11 Cases, Verita believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Services Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, Verita must file an application therefor in the Court, and the Debtors may not pay any such amounts to Verita before the entry of an order by the Court approving the payment. If Verita seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Services Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Verita's own applications, both interim and final, but determined by this Court after notice and a hearing. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Verita for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Verita. All parties-in-interest shall retain the right to object to any demand by Verita for indemnification, contribution, or reimbursement.

14. Verita shall provide access to the Claims Register without charge, including access to copies of proofs of claim with attachments, if any.

15. In the event Verita is unable to provide the Services, Verita will immediately notify the Clerk and the Debtors' counsel and, upon approval of this Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' counsel.

16. Verita shall not cease providing claims processing services during the Chapter 11 Cases for any reason, including nonpayment, without an order of this Court.

17. In the event of any inconsistency between the Services Agreement, the Application, and this Order, the terms of this Order shall govern.

18. Notice of the Application as provided therein shall be deemed good and sufficient notice of the same and the requirements of the Bankruptcy Rules are satisfied by such notice.

19. The Debtors and Verita are authorized to take all steps necessary or appropriate to carry out this Order.

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

END OF ORDER

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

*Proposed Counsel for the Debtors and
Debtors-in-Possession*

Distribution List

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AFH Air Pros, LLC
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Atlanta, Georgia 30305

Evan J. Gershbein
KCC/Verita Global, LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245

R. Jeneane Treace, Assistant U.S. Trustee
Office of the United States Trustee
75 Ted Turner Drive, S.W., Room 362
Atlanta, GA 30303

EXHIBIT B

GERSHBEIN DECLARATION

**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)

(Joint Administration Requested)

DECLARATION OF EVAN J. GERSHBEIN IN SUPPORT OF THE EMERGENCY APPLICATION OF THE DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS, NOTICING, SOLICITATION, AND ADMINISTRATIVE AGENT EFFECTIVE AS OF THE PETITION DATE

I, Evan J. Gershbein, hereby declare under penalty of perjury as follows:

1. I am an Executive Vice President of Corporate Restructuring of Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”), a chapter 11 administrative services firm whose headquarters are located at 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, California, 90245. Except as otherwise noted in this declaration (this “Declaration”), I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. I submit this Declaration in support of the *Emergency Application of the Debtors for Entry of an Order Authorizing the Retention and Employment of Kurtzman Carson*

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, for which joint administration has been requested, 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 proposed 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, Plantation, Florida 33020.

Consultants, LLC dba Verita Global as Claims, Noticing, and Solicitation Agent Effective as of the Petition Date (the “Application”),² filed contemporaneously herewith.

3. Verita represents the following:
 - a. Verita, its members, and employees are not and were not, within two years before the date of the filing of these Chapter 11 Cases, creditors, equity security holders, insiders, or employees of the Debtors;
 - b. Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases;
 - c. by accepting employment in these Chapter 11 Cases, Verita waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;
 - d. in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, Verita will not be an agent of the United States and will not act on behalf of the United States;
 - e. Verita will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these Chapter 11 Cases;
 - f. Verita is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code;
 - g. in its capacity as Claims and Noticing Agent in these Chapter 11 Cases, Verita will not intentionally misrepresent any fact to any person;
 - h. Verita shall be under the supervision and control of the Office of the Clerk of the Bankruptcy Court (the “Clerk”) with respect to the receipt and recordation of claims and claim transfers;
 - i. Verita will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
 - j. none of the services provided by Verita in these Chapter 11 Cases shall be at the expense of the Clerk.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Application.

4. I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (the “Potential Parties in Interest”) in these Chapter 11 Cases. The list of Potential Parties in Interest was provided by the Debtors and is attached hereto as **Schedule 1**. The results of the conflict check were compiled and reviewed by Verita professionals under my supervision. At this time and as set forth in further detail herein, Verita is not aware of any connection that would present a disqualifying conflict of interest. Should Verita discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, Verita will use reasonable efforts to file promptly a supplemental declaration.

5. To the best of my knowledge, and based solely upon information provided to me by the Debtors, neither Verita, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors or other relevant parties. Verita may have relationships with certain of the Debtors’ creditors as vendors or in connection with cases in which Verita serves or has served in a neutral capacity as claims, noticing, solicitation, and administrative agent for another chapter 11 debtor.

6. Verita has and will continue to represent clients in matters unrelated to these Chapter 11 Cases. In addition, in matters unrelated to these Chapter 11 Cases, Verita and its personnel may have and will continue to have relationships personally or in the ordinary course of business with certain vendors, professionals, financial institutions, and other parties-in-interest that may be involved in these Chapter 11 Cases. Verita may also provide professional services to entities or persons that may be creditors or parties-in-interest in these Chapter 11 Cases, which services do not directly relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors.

7. Verita and its personnel in their individual capacities regularly utilize the services of law firms, investment banking and advisory firms, accounting firms, and financial advisors. Such firms engaged by Verita or its personnel may appear in chapter 11 cases representing the Debtors or parties-in-interest. All engagements where such firms represent Verita or its personnel in their individual capacities are unrelated to these Chapter 11 Cases.

8. On May 1, 2023, funds affiliated with GCP Capital Partners LLC (“GCP”) indirectly acquired a controlling equity interest in Verita (the “Acquisition”). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. (“JPMIM”). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the “Board”) of Verita’s ultimate parent company, KCC Parent LLC dba Verita Parent (“Parent”). Parent wholly owns Verita Intermediate, LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns Verita Global Services, LLC, which in turn wholly owns Verita. One representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

9. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (i) Verita’s parent entities, affiliates, and subsidiaries and (ii) GCP, GCP’s funds, and each such fund’s respective portfolio companies and investments as set forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections. JPMorgan Chase Bank and Chase Credit are listed on the Potential Parties in Interest List. There

are information barriers between JPMIM and the line of business where these entities may be associated with the Debtors.

10. To the extent Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtor, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to the Debtor with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

11. Based on the foregoing, I believe that Verita is a “disinterested person” as that term is defined in Bankruptcy Code section 101(14) with respect to the matters upon which it is to be engaged. Moreover, to the best of my knowledge and belief, neither Verita nor any of its partners or employees hold or represent any interest materially adverse to the Debtors’ estates with respect to any matter upon which Verita is to be engaged.

[Remainder of page intentionally left blank]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: March 16, 2025

/s/ Evan J. Gershbein

Evan J. Gershbein
Executive Vice President of Corporate
Restructuring
Kurtzman Carson Consultants, LLC dba
Verita Global

SCHEDULE 1

Parties-in-Interest List

ATTACHMENT 1

LIST OF POTENTIALLY INTERESTED PARTIES

Debtors

Air Pros, LLC
AFH Air Pros, LLC
Air Pros Atlanta LLC
Air Pros Blue Star LLC
Air Pros Boca LLC
Air Pros Colorado, LLC
Air Pros Dallas L.L.C.
Air Pros Holdings, LLC
Air Pros One Source LLC
Air Pros Solutions, LLC
Air Pros Texas LLC
Air Pros Washington
Air Pros West LLC
CM Air Pros, LLC
Dallas Plumbing Air Pros, LLC
Doug's Service Air Pros, LLC
Dream Team Air Pros, LLC
East Coast Mechanical LLC
Hansen Air Pros, LLC
Mauzy Air Pros, LLC

Bankruptcy Court Staff/ND GA

Craig Raber
Jackie Cunningham
James Cornett
Jessica Leto
Kimberly Williams
Maresa Snow
Nancie Schindler
Shannon Morris

Bankruptcy Judges/ND Georgia

Barbara Ellis-Monro
James R. Sacca
Jeffery W. Cavender
Lisa Ritchey Craig
Mary Grace Diehl
Paul M. Baisier
Paul W. Bonapfel
Sage M. Sigler

Banks and Financial Insitutions

American Express
Amerisure Mutual Insurance Company
Bank of America
Capital One
Chase Credit
JPMorgan Chase Bank
PNC Bank
Valley National Bank

Insurance Providers/Broker

AmTrust
Apa Insurance
Argonaut Insurance Company
AXIS Surplus Insurance Company
BCS Insurance Company
Berkshire Hathaway Guard - AmGUARD -
Florida
Blue Cross Blue Shield (Alabama)
Clear Blue Specialty
Continental Casualty Company (CNA)
Endurance American Specialty Insurance
Company
Endurance Assurance Corporation
First Insurance
Gallagher (Florida)/BCS Insurance
Company
Gallagher Benefit Services
GIS Boon-Chapman Benefit Admin.
Hiscox C-Suite
Hiscox Insurance Company Inc.
Metropolitan Life Insurance Co.
National Fire Insurance Company of
Hartford
P&C Insurance
Scottsdale Insurance Company
Solistice Healthplans, Inc.
Starr Indemnity & Liability Co
Starr Insurance Companies
State Farm
Trustmark Insurance Co.
Underwriters at Lloyd's London

Bonds

Atlantic Specialty Insurance Company
Merchants Bonding Company (Mutual)

Counsel to Lenders

Latham & Watkins
Sheppard, Mullin, Richter & Hampton LLC

Ligation Parties

2801 Evans Street, LLC
Ables, Roy
Ables, Shelley
Abreu, Victor
Ad Leverage
AKAA Family LLLP
Ally Bank
Annison, Trey
Antoine, Ralph
Arcole, LLC
Arruda, Elisa
Auto Owners Insurance Company
Banks, Dennis
Beicker, James
Beutow, Roger
Biggs, Chrissie
Boyd, Irving
Brookman's Smokehouse LLC
Brown, Tramaya
Bruno, Louis
Buzlea, Richard
C&P Hansen Heating and Cooling, Inc
Camargo, Iran
Camargo, Sara
Carlin, Brooke
Carlisle, Christopher
Casher
CFM 247 LP
Cintas Corporation
Claremont Property Company
Clinton, Kim
CM Heating Air Pros LLC
Coburn Supply Co
Collins, Cindy
Contreras Meza, Jose
Costa, Amber

Covan, Wendel
Crisdel Group
Del Castillo, Juan
Del Castillo, Luisa
Denton, Jack
Despedida Holdings, Inc.
Dex Media, Inc.
Diaz, Jason
Dominique, Thony
Dot Com Plus LLC
Doug's Refrigeration and Air Conditioning,
Inc.
Drake, Michael
Eason, Jill
East Coast Mechanical Inc.
Estrada, Juan
Fabian, Frankely
Ferrari, Diane
Folk, Thomas
Foster, James
Friess, Sheli
Gamliel, Coral
Gedeon, Eric
Gonzalez, Felix
Groce, Vicki
Hansen Electricians
Hansen Heating & Air, Inc.
Hansen Plumbpros LLC
Hansen Super Techs
Harley Buckalew
Hart, Jumecia
Herrera, Martin
Herrera, Rudy
Hiscox USA
Hoffman, Rita
Howell, Lorelee
Howell, Nadine
Jean Baptiste, Love Kensky
Jimenez, Adrian
Jiron, Abigail M.
Jones, Jeremy
Bercowicz, Julio
Ruiz-Valentin, Keniel
Clayton, Kimberly
Derrick, Kimberly
Kirkland, Shakya

Kostov, Adrienne	Queralt, Leida
Kroll, LLC	Ramirez, Jose
La Grange Air Force Heating and Air, LLC	Reed, Brittany
Landry, Jamie	Reed, Gwendolyn
Lasner, Jermev	Ricksecker, Bryan
Le, Chloe	Rivera Perdoma, Wilman
Lea, Gordon	Rodriguez Bahuda, Juan
Lee, Zoey	Rodriguez, Anthony
Leftwich, James	Rosenbaum, Ari
Leftwich, Marti	Roth, Loretta
Lester, Chantel	Saint Fort, Melino
Lindbert, Timothy	Saint Fort, Pierre
Linton, Dwayne	Saltos, Darwin
Livingstone, Sarah	Sebastian Construction
Lock, Kristi	Sedar, Martin B.
Lopez, Michael	Segarra, Jason
Lopez-Lantigua, Rogelio	ServInland Restoration Inc.
Love, Cathy	Setchell, Chad
Lvoff, Mikhael	Siegling, Kathy
Ma, Quang	Siegling, Reed
Maldonado, Donny	Stahle, Thomas
Marcelino, Ivanny	Stahle, Thomas
Martoral, Barbara	Stensil, Susan
McAfee, India	Stroud, Loyce
McCarthy, Ricky	Tanya Mitchell/Formost Insurance Co
McGee & Huskey, P.A.	Tariq, Faran
McMackin, Frank	Tauzin, Jeffrey D.
Meriweather County Sheriff's Office	Taylor, Jusin
Mobile Fixture & Equipment Company	Taylor, Nathaniel
Morgen, Timothy	Thanasoulis, Alex
Musemeche, Barry	Thomas Builders
N898PA, LLC	Thryv Inc (f.k.a. Dex Media)
Naranjo, Eduardo	Tomlinson, Paul
Natural Concepts Marketing Group Inc.	Torrell, William
Nitchman, Andrew	Trejo, Katherine
One Source Air Pros	Tucco Construction
One Source Colorado	Tucco Homes
O'Neill, Peter	Valentin, Jose
Overton, Cyndi	Varela, Raquel
Perera, Douglas	Veloz Padron, Raiden
Personalized Power	William, Booker
Peterson, Natachia	Williams, Aaron
Pickle, Debra	Wilson, Latoni
Piggott, Cedriana	Wright Total Indoor Comfort
Processing Partners A-E	Wright, Jenny
Puerto Gonzalez, Maria	Wright, Stephen

Wyatt, Latoria
Yoakam, Bonn

**Local, State and Federal Taxing
Authorities**

Broward County Property Appraiser
City of Boynton Beach
City of Delray Beach
Colorado Department of Local Affairs
Division of Property Taxation
Colorado Department of Revenue
Dallas Central Appraisal District
Dallas County Tax Office
IRS - Internal Revenue Service
Lafourche Parish Assessor
Lee County Tax Collector
Muscogee County Tax Commissioner
Orange County Property Appraiser
Palm Beach County Property Appraiser
Revenue Commissioner - Mobile County
Richardson ISD Tax Office
Spokane County Assessor Personal Property
Division
State of Alabama - Department of Revenue
Texas Comptroller of Public Accounts
Troup County Georgia
Troup County Tax Commissioner
Washington Department of Revenue

Other Local, State or Federal Authorities

AIG Warranty Services of Florida Inc.
Alabama Attorney General
Baldwin County
Building Development | City of Plantation,
Florida
Building Inspection
Carrollton Building Inspection
Charlotte County Commissioners
Citrus County Clerk of Courts in Florida
City Electric Supply
City of Arlington
City of Coral Springs
City of Gulf Shores
City of Miramar
City of Ocoee - Building Inspections
City of Prichard Alabama

City of Tampa Permit Office
City of West Palm Beach
Colorado Attorney General
Community Development: City of Foley
Coral Spgs Bus Tax Code
Davie Building Department
Deerfield Beach Building Division
Delaware Corp & Tax
Florida Attorney General
Florida Department of Financial Services
Bureau of Collateral Management
Florida Office of Insurance Regulation
Garland Building Inspection
Georgia Attorney General
Greenacres City Hall
Harris County Vehicle Registration
Highland Beach Building Department
Inspected.com
Louisiana Attorney General
Margate City Building Department
Marion County Administration
Martin County Building Department
Mississippi Attorney General
Mobile County Building Permits
MuniciPay LLC
Palm Beach County Building Division
Parkland Building Department
Permitting Services | City of Fort
Lauderdale, FL
Pikes Peak Regional Building Department
Pinellas County
Plano Municipal Center
Port City Winnelson Co, Inc.
Pueblo Regional Building Department
St Lucie County Community Development
St of La Brd
Sumter County Commissioners
Sunrise Energy
Teller County Combined & Clerk of the
Court
Texas Attorney General
Texas Department of Licensing and
Regulations
The Boca Raton Building Department
The Collier County Board of County
Commissioners

The Sunny Isles Beach (SIB) Building
Department
The VNPB (North Palm Beach) Building
Department
Town of South Palm Beach
Village of Royal Palm Beach Florida
Washington Attorney General
Wellington Utilities

Owners

AKAA Family, LLLP
C&P Hansen Heating and Cooling, Inc.
C.M. Heating Inc.
Capital Finance Opportunities 1901C, LLC
Doug's Service Company
Dream Team Services, LLC
Robert Daniel Blalock
Universal Restoration, Inc.
West Georgia Indoor Comfort, LLC

Stalking Horse Bidder Parties

ACTA
Air Today Holdings L.L.C.
Akerman LLP
Alpine Investors
Any Hour LLC
Apex Service Partners
Berger Singerman LLP
Buchanan Ingersoll & Rooney PC
Buddy's Heating & Cooling, L.L.C.
Cascade Services
Cheung Kong Property Holdings Limited
CKI Asset
CliftonLarsonAllen
Columbia Home Services
Crowe LLP
East Coast Mechanical Home Services LLC
EPIC Insurance Brokers & Consultants
Exuma Capital Partners LLC
FMT Solutions
Hansen Super Techs, LLC
IMA
King & Spalding LLP
Knox Lane
KPMG
Okinus Finance

Reliance US Holdings II Inc.
Reliance Comfort Limited Partnership
Southern Air of Thibodaux, LLC
Tenex Capital Management
Trive Capital
Willis Towers Watson
Willkie Farr & Gallagher LLP

Parties to Contracts

10 To 1 Public Relations, LLC
4Imprint
8X8
A and R Supply LLC
A/C Supply
Aaa Rent-All
Acey's Club
Acme Refrigeration LLC
Action Lock Doc
Ad Leverage
Adobe
ADT Security
Advance Auto Parts
Advance Professional
Advanceautoparts
Aeroseal, LLC
Air Engineers
Air Sponge Filter Co
Airgas LLC
Ala Ga Roll Off
All About Sheet
All About Sheet Metal
All County Sheet LLC
All County Waste Inc
All Crane Rental of Alabama
All Points Logistics
Alliance Construction
Almeida Enterprises, Inc. DBA Almeida
Forklifts
Almeida's Enterprises
Amazon
American 001
American Airlines
American City Bus
American Coatings
American Eagle
American Pipe and Supply

American Standard Warranties	Coconut Ck Utility
Americast Precast	Cof Development Svcs
Angi	Coh Internet
Animoto	Collier County
AP - It Subscription Pcard	Collins Walker, Inc
AP Marketing Subscription Pcard	Colorado Sprngs Winl Colorado Springs Co
APA Insurance	Comcast
Apex Supply	Comm Development Ctr
Arco Supply Inc	Conklin
Arena Operating Comp	Conklin Metal Industries
ASF Contracting	Connectwise
Associated Equipment	Consolidated Pipe and Supply
AT&T	Continental Casualty Company
Avalara	Contractor Commerce
B & B Appliance Part	Corporation Service Co
Badger Corporation	Craigs Electrical
Baker Distributing Company	Craig's Electrical and Generator Service
Baseline Land Survey	Crawlspace Depot
Best Pick Report	Creola Ace Hardware & Lumber
Best Postcard	Creola Hardware
Bestbuy	Cripple Creek Permitting
Better Business Bur	Crum Electric Supply
Betz Sheet Metal	Cummins
Bigbrothersbigsister	Current Capital
Bitly.Com	Daikin Comfort Technologies North
Bob's Boom Truck	America, Inc.
Boca Online-Bldg Dep	Dallas 633
Bolton Equipment Services	Daniels' Sheet Metal
Bonita Springs Cd-Web	Dashthis
Boys & Girls Club	Datacube
Brd of Charlotte Co Comm	Davis Crane Service
Breakers and Control	Dealers Supply
Btr Sheet Metal & Fa	Deep South Equipment
Building,Davie Building Otc	Deerfield Bch Bldg
Building,Dixie Building Suppl	Dept of Regulatory-Ttc
Callrail Inc	Developmentserv
Cape Coral 162	Dfs Fire Systems
Carrier Enterprise	Digital Blue Print
Century HVAC Distrib	Directv
Chancellor, Inc.	Diversepower
Chevron and Texaco	Dixie Building Supply
Cirasync	Docusign
Clickfunnels	Dons Diamond Tile
Co Teller Co Svcs	Dope LLC
Coburn Supply	Dope Marketing
Coburns	Double J Supply

Dropbox	Gallagher Cyber
Duct Fab Inc	Garland Bldg Insp
Dueitt S Battery	Geary Pacific Supply
Dufrene Bldg Mtrls	Gemaire Group
Dwyer Instruments	Generac Power System
Dynamic Air Quality Solutions	Generation Sewer and Water, LLC
E Recording USA	Geninterlock
Eastern Industrial Supplies, Inc.	Gensouth Moto
Eastern Plumbing Sup	Geotab USA, Inc
Easy Ice	Geral Corp.
Economic Electric Motors	Ginger Cranes
Elite Gas Contractor	Gis Benefits/Gallagher
Elliott Electric Supply	Gis Boon-Chapman Benefit Admin
Ellis Ink, LLC	GM Financial
Encompass Parts	GoDaddy
Endurance Assurance Corporation	Google
Energov	Gordy's
Enterprise Fm Trust	Gordy's Hardware
E-Recording	Gotprint
Eversign	Grainger Industrial Supply
Ewiesel Inc	Grammarly
Expedia	Greenacres Gov Srv
Experian	Guarino Distributors
Exxonmobil Fleet Affinity Business Account	Hajoca Dallas
FACC Services Group	Harbor Freight Tools
Facebook	Harris Sheet Metal
Fastenal Company	Harris Vehreg
Faucet Parts of Amer	Hatch
FedEx	Hatchify
Fee Citrus	Hinkle Metals & Supply Co
Ferguson	Hireright LLC
Ffm Wraps	Hiscox - Underwriters at Lloyd's London
Filterbuy	Hiscox Insurance Co, Inc
Filtration Plus	Hollywood 111
Firestone Greenberger PLLC	Hollywood Digital Blue Print
Fissco Supply	Honey Bucket
Five9, Inc	Hootsuite Inc
Fivepoint Service	Hub City Towing
Fleet Services of Fl	Hugedomains.Com
Florida Express Waste and Recycling	Hughes Supply
Fort Myers 163	HVAC Supply Inc
Forte Payment Systems	Hydrologic
Franconnect, LLC	IDI Distributors
Front Range Elec	Iheart Media
FTL	Includ, LLC
	Indeed

Industrial Ser & Sup	M2 Customs
Inspected.Com	Mailchimp
Integrated Power Services (IPS)	Marcone Supply
International Franch Parlin NJ	Martin G Reyes
International Franchise Professional Group, Inc.	Master Insulation
Interplay	Mathes of Alabama Electric Supply
Interstate Battery	Mawss
Interstate Electrical Supply	Mayer
Intuit	Mayer Electric
Ivey Lumber Sales	Mdc Diverse Power
Jackson Supply Company	Mdc Rer (Bldg) Dept
JAMF Software, LLC	Mechanical Services
JB & Associates	Metal Products LLC
JBT Power	Metro Signs
Jedco Supply	MFV Expositions LLC
Jetters Northwest	Miami 118
JH Wright & Associates	Miami Dolphins
Johnson Controls	Microsoft
Johnston Supply Bo Boynton Beach Fl	Mingledorff
Johnstone Supply	Mobile 251
Jubilee Ace Home Cntr Inc	Mobile County License
Keller Supply	Mobile Fence Co
Kem Supply House	Moffett Road Hardwar
Kennedy Restoration and Roofing	Moore Supply Dallas
KickCharge Creative	Morsco
Kinsta	Motion Industries
Kohler Co	Moore Supply Dallas
Kymera	Murdock 161
Lake County Bocc	N2 Co
Lakeland 157	Napa of Covington
Las Vegas Cuban	Naples 165
Lc Community Dev	Neat
LCRM Plumbing	Nexair LLC
Learfield Communications	Next Plumbing Supply
Lennox International	Ntta
Lg Crane Service	Numeracle
Lighthouse Point LP	Office Depot
Linetic	Optimum7
LinkedIn	Opus Virtual Offices
Loftin Equipment	O'Reilly
Lone Wolf Software	Orkin
Lowe Electric Supply Co.	Pacific Plumbing
Lowes	Panthers
Lynarc Welding Suppl	Panzarella Waste
M&A Supply Company	Paris Ace
	Patchmaster Serving

Paymentus Corp	Sasquatch Waste
Pbcounty Pzb	Satsuma License
PDI - Columbus	SCS Fort Worth
PDS Radon Supply	Seco Energy
Peach State	Semmes *Comm Dev
Peninsular Electric	Sequel Electrical Supply
PEX Card	Service Finance Company
Phenix City Al Bld	Service Titan, Inc.
Phoneburner	Shearer Supply
Pitney Bowes, Inc,	Shred Monkeys
Plano 635	Shutterstock
Plano Trakit	Sims Crane & Equipment Co.
Platt Electric	Sinch Mailgun
Podium.Com	Sinclair Broadcast Group
Pods	Sinclair Broadcasting
Pope's Parts	Sindarin.Tech
Power & Lighting International Distributors	Slack
Power Distributors	Solistice Healthplans
Prestressed Contractors, Inc.	South Florida Appliance, Inc.
Prime Warranty LLC	Southern Pipe & Supply
Pro-Craft General Contractor	Southern Rewinding
Propertyradar	Southern Spiral Pipe
PSP Products Inc	Southern Tele-Commun
PSVJ	Sprout Social, Inc
Pueblo Regional Bldg Dep	Sq Plumbing Service
Pueblo Winair Co	Sq Southern Tele-Comm
Queensboro Industries	Standard Supply
R.E. Michel Company, LLC	Stoneway Electric
Rack Electric	Succurri
Radon Supply	Sumter County
Radwell International	Sumter Electric
Rainbow Spring Water, Inc.	Sun Sentinel Media Group
Rampart Supply	Sunbelt Rentals
Reading Truck Equipment LLC	Sunpass
Real Time Marketing (Unify 360)	Synchrony Bank
Record-Nation	Tampa East
Refricenter International	Teter's Faucet Parts Center
Reyes General Services LLC	Thomas Engineering Group
RGF Environmental Group, Inc.	The Home Depot
Ringcentral Inc	The Lilly Company
Rings Forklift	The Trailer Doc & Fab Shop
Riviera Utilities	The Trailer Doctor
Robert Dueitt Construction	Thermal Products
Rotobrush International	Thermal Supply I
Sage Software	Thomas Engineering Group
SAS Tech Contractors	Thomson Power Systems

To Your Success
Tradeshift
Tropic Supply Inc.
TSYS
Uber
Unifirst
Unify360
United Refrig
United Rentals
UPS
Upwork
USPS
Vacherie Fuel Corporation
Valassis Direct Mail, Inc
Valley Supply Company of Houma
Vehicle R&M
Vetcor
Victor Distributing Company
Vista Print
Vivint
V-Net Consulting
Volusion, LLC
VotaCall
Walker Electric Supply
Wellington
Winston Water Cooler Ltd
Winsupply
Wittichen Supply
Wolverine Brass
World Elec Sply
Wpb Dev Serv Online
WRCS Cleaning Up 4U
Wright Express
WTVM
Xpress-Pay
York Int
Zapier
Zoho
Zoom.Us

Parties to Leases

11055 Plano Road, LLC
2609 Cameron Street, LLC
2801 Evans Street LLC
30590 LA16, LLC

Atlanta Industrial TT, LLC c/o Investcorp
International Realty, Inc.
Atlanta Industrial TT, LLC c/o Taurus
Investment Holdings, LLC
Barken, LLC
Black Horse, LLC - Property Managers
Boca Raton Business Park Trust, Inc.
Cary C. Collins, Trustee & Joyce Collins,
Trustee for Cary C. Collins & Joyce Collins
Trust
Chad Setchell
Cushman and Wakefield Inc.
D & D Investments, LLC
Daniel Blalock and Anne Blalock
Doug Tauzin Holdings, L.L.C.
Eminent Investments, LLC
EQT Exeter Industrial REIT VI, LLC
Farland Holding, LLC
Flournoy & Calhoun
Graham and Graham LTD
Green Plantation LLC
Helix Florida 1 Logistics Asset LLC
HLD Properties LLC
Investments Limited
Jones Walker LLP
Lagrange Airforce Heating and Air, LLC
Lake Shore Real Estate Development LLC
MB Plano Road, LLC
MVC Technologies USA
NW Family, LLC
Porter Properties, LLC
Sandman Investment Group LLC
Stamper Auctions
Tauzin Group Holdings, LLC
The Taratoot Company, Inc.
Trunk - Seaway Business Park LLC
Vilas Law Firm
Zerimar 1500, LLC

Professionals

Accordion
CBIZ
Dentons Sirote PC
Firestone Greenberger PLLC
Graham & Graham, LTD
Greenberg Traurig

Jefferies
Lathrop GPM
Lrhirsh, LLC
Marcum, LLP
National Financial Services
Lamb, Patrick R.
The Law Office of Richard Corey, PLLC
Verita
V-Net Consulting

Other Creditors/Vendors

10 to 1 Public Relations
Addison Group
Alan Ray LaFoy
Beach Networks
Collier, John
Cospert Tullos
Datasite
Debra Held
Dustin Hood
Ewiesel Inc.
Garner, James
Giacomi, John
Imagenet Consulting LLC
James F. Breig
James G. Troxell Jr.
James Michael McNeill, Jr
Jeff D. Tauzin
Jeff W Purcella
Jefferey Purcella
Jimmy L. Nelson
Joele Frank
Joshua R. Larson
Larry F Jones III
Matt Jeffrey Kimmons
Ontra
QC Consulting, LLC
Ramos Private Process Server & Notary,
LLC
RGP
Scott Lannie
Steven Douglas
Steven Evans
Steven Weber
Susan D. Frank
Timothy W. Childs

Todd P. Boyd
United Subrogation Associates

Lenders

Alter Domus (US) LLC
Co Finance LLC
PIMCO

Litigation (Attorneys)

Aero Law Center
Andrew J. Gorman & Associates
Anthony Conchelos
Archie Reeves McDowell Knight & Slede,
LLC
Asher Adry
Austill Lewis Pipkin & Maddodx, P.C.
Barrett & Farahany
Bennett Aiello Kreines
Boatman Ricci
Burns, Cunningham & Mackey, P.C.
Carney Badley Spellman, P.S.
Caroline Thomason Pryor
Chad Candler
Chad J. Robinson PLLC
Cherry Bekaert Advisory LLC
Christopher L. Thayer
Cole Davis/Canada Lewis & Associates
Cole, Scott & Kissane, P.A.
Critton, Luttier & Coleman, LLP
Cunningham Bounds, LLC
Dinsmore & Shol LLP
Earl and Earl PLLC
Gamberg & Abrams
Gonzalez Law Group/Michael Gonzalez
Gordon, Fournaris & Mammarella, P.A.
Hall Booth Smith
Hand Arendall Harrison Sale LLC
Hedge Copeland, P.C.
Henry S. Rauschenberger
Holland & Knight
Jernigan Copeland Attorneys, PLLC
Jones Walker LLP
Jud Sanford
Kailana Moniz
Karen Schwartz McClure
Kathy Seigling

Kevin Poyner
Kogan & DiSalvo, P.A.
Kumpf Charsley & Hansenm, LLC
Kyle J. Henderson
Law Offices of Dellwo, Roberts & Scanlon
Lewis Brisbois Bisgaard & Smith LLP
Light Path law, P.A.
Lober Law, LLC
Loper Law LLC
Maples & Fontenot LLP
Matt Ceil
McCarther & English, LLP
McDowell Knight Roedder & Sledge, LLC
Michael Santos/Santos Law
Morgan & Morgan
Pollard PLLC
Pruitt & Pruitt, P.A.
Rasco Klock Perez & Nieto, P.L.
RC Enterprise Law
Ross Chapman
Ross Chapman/Canada Lewis
Schwartz & Stafford, P.A.
Scott Dukes & Geisler, P.C.
Shemeka Webb-Casher
Spear, Spear & Hamby PC
Spina & Lavelle, P.C.
Starnes Davis Florie LLP
Sutton Booker
Tarak Anada
The Berman Law Group
The Leach Firm, P.A.
Venable LLP

**Current and Former Officers and
Directors**

Andrew Hede
Brian Smith
Douglas Anthony Perera
Jonathan Forester
Karson Chang
Lawrence Hirsh
Nicholas Basso
Richard Outram
Robert Dipietro

Third Party Finance Providers

Ally Bank
Atwood Rentals Finance
Benji Finance
Breeze Lease Purchase
Capital Finance Administration, LLC
Ferguson Enterprises, LLC
Financial Agent Services
First Citizen Bank
Ford Motor Credit Company LLC
Fortiva Finance
Forward Financing LLC
Gemaire Distributors LLC
Goodleap
GreatAmerica Financial Services
Corporation
GreenSky Finance
Hitachi Capital America Corp.
Internet Truckstop Payments LLC
Komatsu Financial Limited Partnership
Lennox Industries Inc.
Microf Finance
PACE Finance
Paradise Bank
Spectrum Finance
Stearns Bank Equipment Finance
Trane U.S. Inc.
Turns Finance
U.S. Small Business Administration
Wells Fargo
Western Equipment Finance, Inc.

United States Trustee/Atlanta Office

Adriano O. Iqbal
Alan Hinderleider
Allison Cleary
Anne Cabrera
Beth Brown
Chevonne Ducille
David Weidenbaum
Deborah R. Jackson
Donavan Slack
Jonathan S. Adams
Lindsay Kolba
Lisa Smoot
Martin P. Ochs
Mary Ida Townson, U.S. Trustee
Michele Stephens-Taylor

R. Jeneane Treace, Assistant U.S. Trustee
Randal D. Ennever
Roslyn Dowdy
Roxana Peterson
Scarlett L. Aldaz
Tara Kelly

Utilities

Central Broward Water Control
Clower Electric Supply, a division of
Chancellor Inc.
Crum Electric Supply
Duke Energy
Entergy
Florida Power & Light
Gas South
GFL Environmental Inc.
Lajaunie's Pest Control
New Horizons
Orlando Utilities
Puget Sound Energy
Republic Services
Stericycle – Shred It
Waste Management
Waste Pro - West

Workers Comp Claimants

Arboneaux, Eric
Baker, Lawrence
Bartram, Daniel
Bollard, Richard
Bowe, Robert
Busby, Robert
Cavender, William
Clark, Ron
Clark, Sammie Lee Tyrus
CNA Administrator
Continental Casualty Company
Cummings, Michael
Dickerson, Nickalis
Doggett, Roger
Ewan, Nathan

Fanaro, Dustin
Floyd, Michael
Gonzalez Lopez, Blas
Gonzalez, Erick
Gonzalez-Siles, Jesus
Guerrero, Brian
Harnish, Michael
Hernandez, Yasmany
Holley, Anthony
Holt, Michael
Jaramillo, Adam
Leonard, Joshua
Lewis, Jamaal
Linsinbigler, David
Loetscher, Casey
Lopez, Alex
Lyles, James
Marshall, Jeffrey
McKinley, Ryan
Mendez Soto, Jose
Mitchell, Derrek
Murray, Artnez
Naranjo, Eduardo
Perez, Paul
Reavis, Joseph
Rios Hernandez, Oscar
Rucker, Dylan
Saint Fort, Melino
Saint Fort, Pierre
Seagraves, James
Soine, Patrick
Soutullo, Patrick
Spears, Calvin
Steigner, Jeffrey
Stringer, Nate
Valdes, Osvaldo
Waller, Walter
Willyard, Charles
Winters, Roger

EXHIBIT C

Services Agreement

VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 18th day of January 2025, between Air Pros (together with its affiliates and subsidiaries, the “Company”),¹ and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, “Verita”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “Verita Fee Structure”).

C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the Verita Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by Verita.

E. The Company acknowledges and agrees that Verita will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita’s prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.

VERITA AGREEMENT FOR SERVICES

prices, charges and rates; provided, however, Verita will (i) not increase any such rates for calendar year 2025 and (ii) thereafter, give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable and documented transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement; provided, that any expenses under this section exceeding \$10,000 in the aggregate require pre-approval by the Company, not to be unreasonably withheld.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company, except to the extent caused by Verita's breach of this Agreement, gross negligence or wrongful conduct, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by Verita or paid by Verita to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of Verita or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be charged to the Company at a competitive rate, which shall be mutually agreed in advance.

E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days; provided, however, that no interest shall accrue or be payable if payment of any invoice to Verita requires Bankruptcy Court approval. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

VERITA AGREEMENT FOR SERVICES

G. To the extent permitted by applicable law, Verita shall receive a retainer in the amount of \$40,000.00 (the "Retainer") that may be held by Verita as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing, Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. Verita shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Verita shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita's performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by Verita under this Agreement. Verita agrees that all Company data submitted to Verita by or on behalf of the Company shall remain the exclusive property of the Company.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) material breach of contract by, gross negligence or willful misconduct of Verita that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than

VERITA AGREEMENT FOR SERVICES

sixty (60) days from the date of receipt of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, Verita may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to Verita's agreement with financial institutions, Verita may receive compensation from such financial institutions for the services Verita provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. Subject to the next paragraph, the Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable and documented counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's

VERITA AGREEMENT FOR SERVICES

performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's breach of contract, gross negligence or willful misconduct arising out of related to Verita's performance under this Agreement. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party. The Company shall notify Verita in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

In the event that of a Chapter 11 Filing, the Retention Order shall provide:

- Verita shall not be entitled to indemnification, contribution, or reimbursement pursuant to this Agreement for services other than the services provided under this Agreement, unless such services and the indemnification, contribution or reimbursement therefor are approved by the Court.
- Notwithstanding anything to the contrary in the Agreement, the Company shall have no obligation to indemnify Verita or provide contribution or reimbursement to Verita for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Verita's gross negligence, willful misconduct or fraud; (ii) for a contractual dispute in which the Company alleges the breach of Verita's contractual obligations if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by the Bankruptcy Court, after notice and a hearing, to be a claim or expense for which Verita should not receive indemnity, contribution, or reimbursement under the terms of the Agreement as modified by the Retention Order.
- If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the chapter 11 case (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing the chapter 11 case, Verita believes that it is entitled to the payment of any amounts by the Company on account of the Company's indemnification, contribution and/or reimbursement obligations under the Agreement (as modified by the Retention Order), including the advancement of defense costs, Verita must file an application therefor in the Bankruptcy Court, and the Company may not pay any such amounts to Verita before the entry of an order by the Bankruptcy Court approving the payment. This paragraph is intended only to specify the period of time under which the Bankruptcy Court shall have jurisdiction over any request for fees and expenses by Verita for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Company's obligation to indemnify Verita. All parties in interest shall retain the right to object to any demand by Verita for indemnification, contribution or reimbursement.
- The limitation of liability section of the Agreement is deemed to be of no force or effect with respect to the services to be provided pursuant to the Retention Order.

B. [Reserved].

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita and for the output of such information. Verita does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no

VERITA AGREEMENT FOR SERVICES

responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita.

D. The Company agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

E. Pursuant to Section V of this Agreement, Verita and its employees, agents, professionals, and representatives shall safeguard and protect the confidentiality of the Company's non-public records, systems, procedures, software, and other information received in connection with the services provided under this Agreement with no less care than Verita would take to safeguard and protect the confidentiality of its own confidential information.

X. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

XI. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

KCC/Verita Global, LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@veritaglobal.com

Air Pros Solutions, LLC
2801 Evans Street
Hollywood, Florida 33020
Attn: Andrew Hede, CRO
Tel: (646) 491-0540
E-mail: ahede@accordion.com

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

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XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by Verita to a wholly-owned subsidiary or affiliate of Verita.

XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

[Remainder of Page Left Intentionally Blank]

VERITA AGREEMENT FOR SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global

DocuSigned by:

Evan J. Gershbein

41878F97BE7747D...

BY: Evan Gershbein

DATE: 01/18/25

TITLE: EVP, Corporate Restructuring Services

Air Pros



BY: Andrew Hede

DATE: 01/18/25

TITLE: Chief Restructuring Officer