

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 MOTION OF THE DEBTORS FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE MAINTENANCE OF BANK ACCOUNTS AND CONTINUED USE OF EXISTING BUSINESS FORMS AND CHECKS, (II) AUTHORIZING THE CONTINUED USE OF CASH MANAGEMENT SYSTEM, (III) WAIVING CERTAIN INVESTMENT AND DEPOSIT GUIDELINES, (IV) AUTHORIZING THE DEBTORS TO MAINTAIN CORPORATE CARD PROGRAM AND HONOR PREPETITION OBLIGATIONS RELATED THERETO, AND (V) GRANTING ADMINISTRATIVE EXPENSE STATUS TO POSTPETITION INTERCOMPANY CLAIMS

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), submit this motion (the “Motion”) for entry of an interim order, substantially in the form attached hereto as **Exhibit A** (the “Interim Order”), and a final order, substantially in the form attached hereto as **Exhibit B** (the “Final Order”, and together with the Interim Order, the “Proposed Orders”), pursuant to sections 105, 345, 363, 364, 507, 553, 1107, and 1108 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rules 9006-2, 9013-1, and 9013-2 of the Local Rules of the United States Bankruptcy Court for the Northern District of Georgia (the “Local Rules”), and the *Operating Guidelines & Reporting Requirements for Chapter*

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.



11 Debtors in Possession and Chapter 11 Trustees (the “UST Guidelines”) promulgated by the Office of the United States Trustee for Region 21 (the “U.S. Trustee”), (i) authorizing, but not directing, the maintenance of bank accounts and continued use of existing business forms and checks; (ii) authorizing, but not directing, continued use of the cash management system; (iii) waiving certain investment and deposit requirements under the UST Guidelines; (iv) authorizing, but not directing, the Debtors to maintain their corporate card program and honor prepetition obligations related thereto; and (v) granting administrative expense status to postpetition intercompany claims. In support of the relief requested in this Motion, the Debtors rely upon and incorporate by reference the *Declaration of Andrew D.J. Hede in Support of Chapter 11 Petitions and First Day Pleadings* (“First Day Declaration”) filed contemporaneously herewith. In further support of this Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Northern District of Georgia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicates for the relief requested herein are sections 105, 345, 363, 364, 507, 553, 1107, and 1108 of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, Local Rules 9006-2, 9013-1, and 9013-2, and Section K of the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”).

BACKGROUND

A. The Chapter 11 Cases

3. 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.

4. 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.

5. 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.

6. 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 First Day Declaration.

B. The Cash Management System and Bank Accounts

7. The Debtors’ Bank Accounts (as defined below) are part of a carefully constructed cash management system (the “Cash Management System”) that ensures the Debtors’ ability to efficiently collect, transfer, and disburse funds generated through the Debtors’ operations and to accurately record such collections, transfers, and disbursements as they are made. The Cash Management System is integral to the operation and administration of the Debtors’ businesses. The Cash Management System is more fully described below and set forth in the account flow chart attached hereto as **Exhibit C** (the “Funds Flow Diagram”).

8. The Debtors’ Cash Management System includes approximately 35 bank accounts (the “Bank Accounts”, and the banks in which the Debtors maintain the Bank Accounts, the “Banks”) maintained with three Banks: (i) 22 Bank Accounts with Bank of America; (ii) five Bank Accounts with JP Morgan Chase Bank, N.A., which are no longer used by the Debtors;

(iii) seven Bank Accounts with PNC Bank, including two certificates of deposit that are security for a letter of credit issued by PNC Bank; and (iv) one Bank Account with Valley National Bank, which is security for a letter of credit issued by Valley National Bank. A list of the Bank Accounts and the Bank at which each Bank Account is maintained is attached hereto as **Exhibit D**.

9. The Debtors' Cash Management System facilitates reporting, monitors collection and disbursements of funds, and reduces administrative expenses by facilitating the movement of funds and the development of timely and accurate balance and presentment information and administers the various Bank Accounts required to effectuate the collection, disbursement, and movement of cash. The Debtors' Cash Management System, as of the Petition Date, is summarized as follows:

Bank Account	Description
<p>Corporate Concentration Account BOA Account No. x0457</p>	<p>As further illustrated in the Funds Flow Diagram, the Corporate Concentration Account in the name of Air Pros, LLC is a primary control, central concentration collection, and disbursement account with which the Debtors' other operating accounts interact. The Debtors' cash receipts that enter the Cash Management System through the Fully Integrated Zero-Balance Operating Accounts are swept at the end of each day and are subsequently deposited into the Corporate Concentration Account.</p> <p>As needed, cash from the Corporate Concentration Account is released to the Fully Integrated Zero-Balance Operating Accounts to satisfy ordinary course and routine business expenses. The Debtors then utilize such funds to satisfy obligations to vendors, employees, taxing authorities, and other expenses in the ordinary course of the Debtors' businesses.</p>
<p>Utility Adequate Assurance Account BOA Account No. x5022</p>	<p>This account will hold the Adequate Assurance Deposit pursuant to, and as described in greater detail in, the <i>Emergency Motion of the Debtors for Entry of Interim and Final Orders (I) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Service, (II) Deeming Utility Providers Adequately Assured of Future Performance, and (III) Establishing Procedures for Determining Adequate Assurance of Payment</i>, filed contemporaneously herewith.</p>

Bank Account	Description
<p>Fully Integrated Zero-Balance Accounts BOA Account Nos. x0460, x0473, x0486, x0499, x0509, x0512, x0525, x0567, x0583, x0952, x2827, x9898, x3137, x4194, x6419, x6529, x2590, x2707, x0650, x4258</p>	<p>As a general matter, all cash and check collections, deposits, reimbursements, or pre-payments for postage, and receipts from credit card sales are deposited into operating accounts belonging to the Debtors, including the Fully Integrated Zero-Balance Operating Accounts. The Debtors' cash receipts that enter the Cash Management System via the Fully Integrated Zero-Balance Operating Accounts are swept at the end of each day from the Fully Integrated Zero-Balance Accounts and are deposited into the Corporate Concentration Account.</p> <p>As described above, cash from the Corporate Concentration Account is released to the Fully Integrated Zero-Balance Operating Accounts to satisfy ordinary course and routine business expenses.</p>
<p>Other Operating Accounts JPM Account Nos. x1305, x2757, x9275, x7690, x6713</p>	<p>These accounts are no longer used.</p>
<p>ECM Reserve Account PNC Account No. x4427</p>	<p>This account acts as the statutory reserve account for East Coast Mechanical, LLC's warranty business as mandated by the State of Florida. The only inflows are due to interest payments, and outflows are when the account is above the required minimum (\$900,000).</p>
<p>ECM Operating Accounts PNC Account Nos. x9641, x9761</p>	<p>As further illustrated in the Funds Flow Diagram, these accounts are used for the ordinary course operations of East Coast Mechanical, LLC. Unlike the Fully Integrated Zero Balance Accounts, the ECM Bank Accounts are not automatically swept daily. Rather, account number x9761 transfers excess cash collections bi-weekly to Air Pros Solutions, LLC, BOA account x0952 (the Fully-Integrated Zero Balance Account of Air Pros Solutions, LLC).</p>
<p>ECM Payroll Account PNC Account No. x9609</p>	<p>As further illustrated in the Funds Flow Diagram, this account receives transfers from ECM Operating Account number x9761 and funds payroll for East Coast Mechanical, LLC.</p>
<p>Operating Account PNC Account No. 4031</p>	<p>This account in the name of Air Pros Solutions, LLC is utilized as an additional operating account for the Debtors' businesses.</p>

Bank Account	Description
ECM Certificate of Deposit PNC Account Nos. x6919, x7483	These certificates of deposit are collateral for the Debtors' obligations under the prior workers' compensation policies of East Coast Mechanical, LLC prior to the Debtors' acquisition thereof. ²
Money Market Deposit Account Valley National Bank No. x7300	This account is a restricted deposit account that is collateral for a letter of credit issued by Valley National Bank to secure the Debtors' obligations under certain insurance policies. ³

10. As part of the Cash Management System, Banks charge the Debtors fees and expenses associated with the Bank Accounts (collectively, the “Bank Account Claims”). In accordance with Section K of the Complex Case Procedures, the Debtors request authority to pay or reimburse these Bank Account Claims in the ordinary course of business, including those that arose prepetition.

11. The Debtors’ transition into chapter 11 will be significantly less disruptive if the Bank Accounts are maintained following the commencement of the Chapter 11 Cases with the same account numbers and, where applicable, automated relationships. The Debtors further request authority to deposit funds in and withdraw funds from all such Bank Accounts postpetition, subject to the same access rights and limitations existing prior to the Petition Date, including, but not limited to, checks, wire transfers, ACH, electronic funds transfers and other debits and to treat the Bank Accounts for all purposes as debtor-in-possession accounts.

² The letter of credit issued by PNC Bank and the insurance policies secured thereby are described in greater detail in the *Motion of the Debtors for Entry of Interim and Final Orders Authorizing the Debtors to (I) Maintain Existing Insurance Policies, Pay All Policy Premiums Arising Thereunder, and Renew Such Policies, and (II) Authorizing Banks to Honor and Process Checks and Electronic Transfer Requests Related Thereto* (the “Insurance Motion”) filed contemporaneously herewith.

³ The letter of credit issued by Valley National Bank and the insurance policies secured thereby is described in greater detail in the Insurance Motion.

C. Existing Business Forms and Checks

12. In the ordinary course of business, the Debtors use pre-printed check stock with the applicable Debtor's name printed thereon. In addition, the Debtors maintain pre-printed correspondence and business forms, including, but not limited to, letterhead, envelopes, promotional materials, and other business forms (collectively, along with the Debtors' checks, the "Business Forms"). Requiring the Debtors to change their Business Forms would impose needless expense on the Debtors' estates. To minimize administrative expense and delay, the Debtors request authority to continue to use their Business Forms substantially in the forms existing immediately prior to the Petition Date, without reference to the Debtors' status as a debtor in possession.

13. In accordance with the Complex Case Procedures, to the extent that the Debtors exhaust their existing supply of checks during these Chapter 11 Cases and require new checks, each Debtor will update its checks to reflect the designation "Debtor in Possession" and the leading case number of these Chapter 11 Cases.

D. Corporate Card Account Programs

14. The Debtors use corporate card accounts (the "Corporate Card Accounts") as a part of their Cash Management System. The Debtors Corporate Card Accounts, which are used to pay certain business-related expenses (the "Corporate Card Account Program"), include:

- Amex Corporate Card Accounts (as defined below) with American Express Travel Related Services Company, Inc. ("Amex"), which is utilized primarily for purchasing materials for customer installations and service and other business expenses as described further herein;
- a Home Depot credit card issued by Citibank for use only at Home Depot utilized by certain employees to purchase materials from Home Depot with respect to the business of East Coast Mechanical, LLC (the "ECM Home Depot Account");
- a PEX card account utilized by Debtor CM Air Pros, LLC (the "PEX Card Account"); and

- a fuel card account provided by WEX Bank (the “WEX Card Account”).

15. *Amex Corporate Card Account.* As part of their Cash Management system and in the ordinary course of business, the Debtors use financial-services products issued by Amex, in part through that certain Corporate Services Commercial Account Agreement (the “Amex Agreement”). Under the Amex Agreement, the Debtors have access to corporate and purchase cards and other credit accounts issued by Amex (collectively, the “Amex Corporate Card Accounts”). The Amex Corporate Card Accounts have an aggregate spending capacity of \$460,000. The Debtors pay the Amex Corporate Card Account on a weekly basis. All indebtedness incurred by the Debtors on the Amex Corporate Program and any other agreement between the Debtors and Amex (both prepetition and postpetition) is secured by a valid and perfected first-priority security interest in the \$460,000 of cash collateral posted by the Debtors with Amex or its affiliates (the “Amex Collateral”). To avoid interrupted service and disruption to their business operations, the Debtors seek (i) authority to continue using the Amex Corporate Card Accounts in the ordinary course of business on a postpetition basis consistent with the terms of the Amex Agreement and past practice, and (ii) authority and direction to pay any prepetition amounts related to the Amex Corporate Card Accounts, including retroactive relief for payments made before the Petition Date. The Debtors further seek authority, effective as of the Petition Date, to obtain secured credit allowable under section 364(c)(1) and (2) of the Bankruptcy Code with Amex under the Amex Corporate Card Accounts.

16. *ECM Home Depot Account.* The ECM Home Depot Account is used by ECM to procure materials, equipment, and parts from Home Depot. ECM funds most of its procurement expenses from its Bank Accounts with PNC Bank and uses the ECM Home Depot Account only for purchases from Home Depot. Two employees are authorized to use the ECM Home Depot Account to generate single-use cards to purchase necessary materials, equipment, and parts as

needed. The ECM Home Depot Account has a credit limit of \$25,000. Historically, the Debtors have paid the balance on the ECM Home Depot Account monthly from the ECM Operating Accounts. The Debtors estimate that approximately \$10,000 is outstanding under the ECM Home Depot Account as of the Petition Date.

17. *PEX Card Account.* Debtor CM Air Pros, LLC (“CM”) also utilizes a PEX Card Account for certain of its employees to purchase materials, equipment, and parts necessary for CM’s business. The PEX Card Account is prefunded from CM’s Fully Integrated Zero-Balance Account with Bank of America. As of the Petition Date, the PEX Card Account had a prefunded balance of approximately \$370,000. Therefore, the Debtors do not believe that they have any outstanding obligations under the PEX Card Account as of the Petition Date.

18. *WEX Card Account.* Through the WEX Card Account, certain of the Debtors employees are issued cards to purchase fuel at participating gas stations. Approximately 600 employees have been issued fuel cards under the WEX Card Account. The WEX Card Account has a credit limit of \$25,000, which is paid down by the Debtors several times each week to ensure adequate availability under the account as needed. As of the Petition Date, the Debtors do not believe that they have any outstanding obligations under the WEX Card Account.

19. The Corporate Card Account Program is an integral part of the Debtors’ Cash Management System intended to facilitate and simplify the timely acquisition of materials, supplies, and services. Among other things, the Corporate Card Account Program allows the Debtors to effectively manage inventory by permitting the acquisition of the necessary equipment and supplies as needed. Employees’ continued use of the Corporate Card Accounts is essential to the continued operation of the Debtors’ businesses. The Debtors seek authority to continue the Corporate Card Account Program, subject to any terms and conditions thereof, and to pay any

amount due and owing thereunder in the ordinary course of business on a postpetition basis, including on account of charges that were made pursuant to the Corporate Card Account Program prior to the Petition Date.

E. Merchant Service Obligations

20. In the ordinary course of business, as part of the Cash Management System, credit card processors charge, and the Debtors pay, certain fees, charges, refunds, chargebacks, reserves, and other amounts due and owing from the Debtors to the applicable credit card processors (collectively, the “Merchant Services Obligations”) pursuant to merchant processing agreements between the Debtors and the respective processor (together with all amendments and other documents related thereto, the “Merchant Processing Agreements”). The credit card processor collects customer payments, and deducts the Merchant Service Obligations (e.g., processing fees, offsets related to refunds and chargebacks) from the daily amounts that the Debtors receive from each credit card processor. Each processor then remits, on a rolling basis, the remaining amounts to the Debtors (depending on the terms of the Merchant Processing Agreement).

21. For example, the Debtors accept payment from customers through American Express credit cards. To process such non-cash payments, the Debtors are party to the American Express Card Acceptance Agreement (the “Amex CAA”) with American Express Travel Related Services Company, Inc. (“Amex”). Pursuant to the Amex CAA, the Debtors generally receive net customer sales less any chargebacks, returns, processing fees charged, and other costs owed to Amex and its affiliates (collectively, the “Amex Processing Obligations”). The Amex Processing Obligations owing to Amex are applied or netted out from the funds remitted to the Debtors. It is possible that certain Amex Processing Obligations incurred by the Debtors immediately before the Petition Date may not have been fully netted out against any pending payments received by the Debtors before the Petition Date. The Debtors’ continued acceptance of non-cash payments

through the Amex CAA is essential to the Debtors' business operations, because requiring all purchases to be made in cash would have a severe negative effect and disruption on the Debtors' ongoing operations.

22. To avoid disrupting these vital payment processing services, the Debtors seek authority to continue paying the Merchant Services Obligations, including the Amex Processing Obligations, in the ordinary course of their business pursuant to the terms of the applicable Merchant Processing Agreements, and request that the Court authorize the card processors to continue applying and netting out the Merchant Servicing Obligations against amounts remitted to the Debtors, whether arising before or after the Petition Date, in a manner consistent with past practices.

F. Intercompany Transactions

23. In the ordinary course of business, the Debtors engage in transactions relating to the business relationships, and certain shared management, general, administrative, and other similar shared services, amongst each other that give rise to intercompany claims (the "Intercompany Transactions"). The Intercompany Transactions include, among other things, ordinary course transfers and automatic sweeps between the Corporate Concentration Account and the Fully Integrated Zero-Balance Operating Accounts at Bank of America and the discretionary bi-weekly intercompany transfers from ECM Operating Accounts to the Fully-Integrated Zero Balance Account of Air Pros Solutions, LLC.

24. These Intercompany Transactions reduce administrative costs and ensure the orderly and efficient operation of the Debtors' enterprise. Accordingly, the Debtors engaged in the Intercompany Transactions on a regular basis prepetition and believe such transactions are common for enterprises like the Debtors. The Debtors will maintain records of all Intercompany Transactions postpetition to ensure that such Intercompany Transactions can be reconciled.

RELIEF REQUESTED

25. The Debtors respectfully request entry of the Proposed Orders: (a) authorizing, but not directing, the maintenance of Bank Accounts and continued use of existing Business Forms; (b) authorizing, but not directing, continued use of the Cash Management System; (c) waiving certain of the investment and deposit requirements under the UST Guidelines; (d) authorizing the Debtors to maintain their Corporate Card Account Program and honor prepetition obligations related thereto; (e) granting administrative expense status to postpetition intercompany claims; and (f) providing any additional relief required in order to effectuate the foregoing. The relief requested herein will help ensure the Debtors' smooth transition into chapter 11. If the relief requested herein is granted, the Debtors will be able to continue to comply with some essential operational contracts and avoid the possible disruptions and distractions that could otherwise divert their attention from more pressing matters during the initial days of these Chapter 11 Cases.

26. The Debtors reserve the right to close or otherwise modify the terms of the Bank Accounts and open new debtor-in-possession accounts as may be necessary to facilitate the Chapter 11 Cases and operations, or as may otherwise be necessary to comply with the requirements of any order approving debtor-in-possession financing or use of cash collateral entered in these Chapter 11 Cases.

BASIS FOR RELIEF

A. Continued Use and Maintenance of the Cash Management System is Warranted

27. The Debtors maintain the Cash Management System in the ordinary course of their businesses, which allows them to efficiently administer their cash and financial affairs. Maintaining the Cash Management System is important and necessary to preserve the value of the Debtors' businesses and to administer these Chapter 11 Cases.

28. Allowing the Debtors to utilize and maintain their Cash Management System is consistent with section 363(c)(1) of the Bankruptcy Code, which authorizes a debtor in possession to “use property of the estate in the ordinary course of business, without notice or a hearing.” 11 U.S.C. § 363(c)(1). The authority granted by Bankruptcy Code section 363(c)(1) extends to a debtor in possession’s ability to continue the “routine transactions” necessitated by its cash management system and, thus, supports the relief requested. *See Charter Co. v. Prudential Ins. Co. Am. (In re Charter Co.)*, 778 F.2d 617, 621 (11th Cir. 1985) (indicating that an order authorizing the debtor to employ a cash management system that was “usual and customary in the past” was “entirely consistent” with Bankruptcy Code section 363(c)(1)); *see also In re Nellson Nutraceutical, Inc.*, 369 B.R. 787, 796 (Bankr. D. Del. 2007). Included within the purview of section 363(c) is a debtor’s ability to continue the routine transactions necessitated by its cash management system. *See Amdura Nat’l Distrib. Co. v. Amdura Corp. (In re Amdura Corp.)*, 75 F.3d 1447, 1453 (10th Cir. 1996).

29. Further, section 105(a) of the Bankruptcy Code empowers the Court to “issue any order, process or judgment that is necessary to carry out the provisions of this title,” and section 363(c)(1) of the Bankruptcy Code authorizes the debtor in possession to “use property of the estate in the ordinary course of business without notice or a hearing.” 11 U.S.C. §§ 105(a), 363(c)(1). The purpose of these sections is to provide a debtor in possession with the flexibility to engage in the ordinary transactions required to operate its business without undue oversight by creditors or the court. *See Med. Malpractice Ins. Ass’n v. Hirsch (In re Lavigne)*, 114 F.3d 379, 384 (2d Cir. 1997).

30. Courts in this district routinely authorize the continued use of a cash management system employed in the ordinary course of a debtor’s prepetition business. *See, e.g., In re OTB*

Holding LLC, Case No. 25-52415 (SMS) (Bankr. N.D. Ga. Mar. 7, 2025) [Docket No. 53]; *In re LaVie Care Cenetrs, LLC*, Case No. 24-55507 (PMB) (Bankr. N.D. Ga. June 5, 2024) [Docket No. 240]; *In re The Krystal Co.*, Case No. 20-61065 (PWB) (Bankr. N.D. Ga. Mar. 3, 2020) [Docket No. 219]; *In re Jack Cooper Ventures, Inc.*, Case No. 19-62393 (PWB) (Bankr. N.D. Ga. Sept. 3, 2019) [Docket No. 215].

31. Any disruption to the Debtors' Cash Management System would have an immediate adverse impact on the Debtors' business and would impair the Debtors' ability to successfully administer these Chapter 11 Cases. The Cash Management System constitutes a customary and essential business practice that was created and implemented by the Debtors' management in the exercise of their business judgment. The Cash Management System is a practical mechanism that allows the Debtors to transfer their revenues to the payment of their obligations, which decreases the burdens on the Debtors, and that provides several important benefits, including the ability to: (a) control and monitor corporate funds; (b) ensure cash availability; and (c) reduce administrative expenses by facilitating the movement of funds and the development of timely and accurate balance and presentment information. These benefits will assist the Debtors in their efforts to maintain their operations pending the proposed sale of their assets as described in the First Day Declaration, making the relief requested herein appropriate under section 105(a) of the Bankruptcy Code.

B. The Debtors Should be Permitted to Maintain Their Existing Bank Accounts

32. The Debtors should be authorized to continue to fund their businesses and operations utilizing the Bank Accounts, and certain of the UST Guidelines should be waived. Specifically, unless the Court requires otherwise, the UST Guidelines require chapter 11 debtors to, among other things, (a) close existing bank accounts and open new debtor-in-possession accounts; (b) establish a separate general account for purpose of paying bills incurred during the

administration of the case; (c) establish and maintain separate tax trust account to escrow funds for the payment of postpetition taxes; and (d) obtain and utilize new checks for all debtor-in-possession accounts that bear the designation “Debtor in Possession” and contain certain other information related to the chapter 11 case. The requirement that a debtor in possession open new bank accounts and close all existing accounts is designed to provide a clear line of demarcation between prepetition and postpetition claims and payments and to protect against the inadvertent payment of prepetition claims by preventing banks from honoring checks drawn before the Petition Date. The UST Guidelines also require that the new bank accounts only be opened in certain financial institutions designated as authorized depositories by the United States Trustee.

33. To avoid disruption to the Debtors’ operations, the Debtors request that they be permitted to continue to maintain the existing Bank Accounts. Allowing the Debtors to maintain the Bank Accounts will assist the Debtors in accomplishing a smooth transition to operations under chapter 11. Moreover, through their internal controls, the Debtors can distinguish between prepetition and postpetition obligations and payments without closing the Bank Accounts and opening new ones. In addition, the Banks at which the Debtors maintain Bank Accounts have been or are in the process of being advised not to honor checks, advises, drafts, or other requests for payment issued prior to the Petition Date, except as otherwise expressly permitted by an order of the Court and as directed by the Debtors. Therefore, the goals of the UST Guidelines can be satisfied, and the Debtors’ creditors can be protected, without closing the Bank Accounts.

34. Although the Debtors are requesting a waiver of the requirement that they close all Bank Accounts, the Debtors may determine, in their business judgment, that opening new bank accounts and/or closing existing Bank Accounts is in the best interests of the estates. Nothing herein should prevent the Debtors from opening any additional bank accounts, or closing any

existing Bank Accounts, as they may deem necessary and appropriate. Any new bank account opened by the Debtors will be established at one of the Debtors' existing Banks or an institution that is a party to a Uniform Depository Agreement with the U.S. Trustee or is willing to immediately execute a Uniform Depository Agreement.

35. The Debtors also seek a waiver of the requirement to establish specific bank accounts for tax payments. The Debtors believe that tax obligations can be paid most efficiently out of the existing Bank Accounts, the U.S. Trustee can adequately monitor the flow of funds into, among, and out of the Bank Accounts, and the creation of new debtor-in-possession accounts designated solely for tax obligations would be unnecessary and inefficient.

36. If the Debtors were forced to close their Bank Accounts, there would be disruption and confusion that would negatively impact the Debtors' operations. For instance, funds may be deposited into the wrong account, misapplied, held in limbo, or otherwise delayed, thereby negatively affecting the Debtors' relationships with parties who are necessary to the Debtors' efforts. Therefore, maintenance of the existing Bank Accounts and Cash Management System is warranted.

37. Courts in this District have routinely waived certain Guideline requirements and allowed the continued use of cash management systems and prepetition bank accounts employed in the ordinary course of a debtor's prepetition business. *See, e.g., In re LaVie Care Centers, LLC*, Case No. 24-55507 (PMB) (Bankr. N.D. Ga. June 5, 2024) [Docket No. 48] (authorizing the debtors' continued use of existing bank accounts and cash management system); *In re IFS Sec., Inc.*, Case No. 20-65841 (LRC) (Bankr. N.D. Ga. May 1, 2020) [Docket No. 19] (same); *In re The Krystal Co.*, Case No. 20-61065 (PWB) (Bankr. N.D. Ga. Mar. 3, 2020)

[Docket No. 219] (same); *In re Jack Cooper Ventures, Inc.*, Case No. 19-62393 (PWB) (Bankr. N.D. Ga. Sept. 3, 2019) [Docket No. 215] (same).

38. Finally, subject to section 553 of the Bankruptcy Code, the Debtors request that all Banks that maintain the Bank Accounts be prohibited from offsetting, affecting, freezing, or otherwise impeding the Debtors' use of any funds deposited in the Bank Accounts on account of, or by reason of, any purported claim (as defined in section 101(5) of the Bankruptcy Code) of any such Bank against the Debtors that arose before the Petition Date, absent further order of the Court.

C. The Debtors Should be Permitted to Continue the Corporate Card Account Programs and Satisfy Certain Prepetition Claims and Provide Additional Accommodations and Relief in Connection With Such Programs

39. The Corporate Card Account Program is an integral part of the Debtors' Cash Management System. Employees' continued use of the Corporate Cards for ordinary course business expenses is essential to the continued operation of the Debtors' business. Accordingly, the Debtors seek authority, but not direction, to continue the Corporate Card Account Program, in a manner consistent with past practices and the Approved Budget (as defined in the DIP Order),⁴ including issuing cards or granting additional employees authority to use the Corporate Card Accounts consistent with the Corporate Card Account Program, subject to any conditions thereof, and to pay any amount due and owing thereunder on a postpetition basis in the ordinary course of business, including making payments on accounts of charges that were made pursuant to the Corporate Card Account Program prior to the Petition Date.

⁴ "DIP Orders" has the meaning set forth in the *Emergency Motion of the Debtors for Entry of Interim and Final Orders (A) Authorizing the Debtors to Obtain Postpetition Financing and to Use Cash Collateral, (B) Granting Liens and Superpriority Claims, (C) Granting Adequate Protection, (D) Modifying the Automatic Stay, (E) Scheduling Final Hearing, and (F) Granting Related Relief* filed contemporaneously herewith.

40. Additionally, the Amex Corporate Card Accounts are critical to the Debtors' operations. Without continuous, uninterrupted access to and use of the Amex Corporate Card Accounts, the Debtors would suffer immediate and irreparable harm. As set forth herein, the Amex Corporate Card Accounts are utilized by certain Debtors⁵ to purchase materials, equipment, and parts necessary for the Debtors' business. More specifically, the Amex Corporate Card Accounts are used by technicians to purchase all necessary equipment for each project at the time of installation. Without access to the Amex Corporate Card Accounts, the Debtors would be forced to use a cumbersome and inefficient process of paying by check, which would require authorized members of management with check signing authority to sign and deliver checks as needed, leading to additional costs and delays in procuring the necessary equipment. Alternatively, the Debtors would need to use cash, which would require the Debtors – and specifically, the Debtors' technicians – to keep substantial amounts of cash on hand, which is impractical and inherently risky. Accordingly, without access to the Amex Corporate Card Accounts, the Debtors could be forced to unexpectedly halt operations, causing immediate and irreparable harm to the Debtors and their estates.

41. To avoid interrupted service and disruption to their business operations, the Debtors request that the Court grant all relief provided for in the Proposed Orders with respect to the Amex Corporate Card Accounts. Specifically, in order to continue using the Amex Corporate Card Accounts, Amex requires that the Proposed Orders provide the following relief: (i) authority for the Debtors to pay all prepetition and postpetition fees incurred through the Amex Corporate Card Accounts, (ii) authority for the Debtors to continue to maintain and use the Amex Corporate Card

⁵ The Amex Corporate Card Accounts are not utilized by East Coast Mechanical, LLC, which uses the ECM Home Depot Account, or CM Air Pros, LLC, which uses the PEX Card Account.

Accounts and perform under the Amex Agreement, (iii) order that all indebtedness incurred by the Debtors under the Amex Corporate Card Accounts is secured by a valid and perfected first-priority security interest in the Amex Collateral, senior to all other security interests in and liens on the Amex Collateral, and granting an administrative expense claim to Amex that is senior in right of payment solely from the Amex Collateral in an amount equal to the indebtedness incurred by the Debtors on the Amex Corporate Card Accounts and any other agreement between the Debtors and Amex that is not repaid, and (iv) subject to entry of the Final Order, order that Amex's security interest in the Amex Collateral, and all payments made under the Amex Corporate Card Accounts, are not avoidable and recoverable transfers or obligations under section 544, 547, 548, and 550 of the Bankruptcy Code.

42. The Debtors submit that such relief is necessary and appropriate under the circumstances. As set forth above, the Amex Corporate Card Accounts are critical and necessary to the Debtors operations. Permitting payment of prepetition claims on account of the Amex Corporate Card Accounts and granting additional relief as requested herein will preserve the going concern value of the Debtors' assets and businesses. Accordingly, the relief requested herein and in the Proposed Orders is warranted under the circumstances.

D. The Debtors Should be Permitted to Continue Using Existing Business Forms and Checks

43. The Debtors request that this Court authorize them to use all Business Forms substantially in the form existing immediately before the Petition Date without reference to the Debtors' status as "debtors-in-possession." As of the Petition Date, the Debtors have stock of Business Forms that they use in the ordinary course of business. Reprinting their Business Forms to indicate that the Debtors are "Debtors-in-Possession" would impose an unnecessary burden and expense on the Debtors. Further, there is little doubt that the parties with whom the Debtors do

business will become aware shortly that the Debtors are chapter 11 debtors in possession. As required under the Complex Case Procedures, once the Debtors' existing checks have been used, the Debtors will require the designation "Debtor in Possession" and the corresponding bankruptcy case number of the lead case on all checks when reordering checks.

E. The Court Should Authorize the Banks to Continue to Service and Administer the Debtors' Bank Accounts

44. In connection with the foregoing, the Debtors respectfully request that the Court authorize the Banks to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors, as debtors in possession, without interruption and in the ordinary course of business. In this regard, the Banks should be authorized (i) to receive, process, honor, and pay all checks and transfers issued by the Debtors in accordance with this Motion, without regard to whether any checks or transfers were issued before or after the Petition Date; (ii) to provide that the Banks may rely on the representations of the Debtors with respect to whether any check or transfer issued or made by the Debtors before the Petition Date should be honored pursuant to this Motion (such Banks having no liability to any party for relying on such representations by the Debtors provided for herein); and (iii) to authorize the Debtors to issue replacement checks or transfers to the extent any checks or transfers that are issued and authorized to be paid in accordance with this Motion are dishonored or rejected by the Banks.

45. The Debtors respectfully request that the Court authorize the Banks to receive, process, honor, and pay any and all checks, ACH payments and other instructions, and drafts payable through, drawn, or directed on such Bank Accounts after the Petition Date by holders, makers, or other parties entitled to issue instructions with respect thereto, whether such checks, drafts, wires, or ACH payments are dated prior to or subsequent to the Petition Date consistent with any order of the Court and governing law; provided, however, that any check, advise, draft,

or other notification that the Debtors advised the Banks to have drawn, issued, or otherwise presented prior to the Petition Date may be honored by the Banks only to the extent authorized by order of the Court.

46. Both as part of this Motion and in other motions that have been concurrently filed, the Debtors are requesting authority, but not direction, to pay certain prepetition obligations. With respect to some of these obligations, the Debtors may have issued checks prior to the Petition Date that have yet to clear the banking system. In other instances, the Debtors will create the relevant check once the Court enters an order permitting the Debtors to do so. The Debtors intend to inform the Banks which checks should be so honored. Therefore, the Debtors request that the Banks be authorized to rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored. The Debtors respectfully submit that such relief is reasonable and appropriate because the Banks are not in a position to independently verify or audit whether a particular item may be paid in accordance with a court order or otherwise.

F. Cause Exists to Waive Certain Deposit Requirements under the Guidelines and Section 345(b) of the Bankruptcy Code

47. To the extent the Cash Management System does not strictly comply with the UST Guidelines and section 345 of the Bankruptcy Code, the Debtors seek a waiver of the deposit requirements set forth therein. Section 345 of the Bankruptcy Code governs a debtor's deposit and investment of cash during a chapter 11 case and authorizes deposits or investments of money as "will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." 11 U.S.C. § 345(a). For deposits or investments that are not "insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States," section 345(b) requires the estate

to obtain from the entity with which the money is deposited or invested a bond in favor of the United States and secured by the undertaking of an adequate corporate surety, unless the court orders for “cause” otherwise. 11 U.S.C. § 345(b). In addition, the U.S. Trustee requires, among other things, chapter 11 debtors to deposit all estate funds in an account with an Authorized Depository that agrees to comply with the U.S. Trustee’s requirements.

48. Courts may waive compliance with section 345(b) of the Bankruptcy Code and the UST Guidelines for “cause.” In evaluating whether “cause” exists, courts have considered a number of factors, such as: (a) the sophistication of the debtor’s business, (b) the size of the debtor’s business operations, (c) the amount of the investments involved, (d) the bank rating (Moody’s and Standard & Poor’s) of the financial institution where the debtor-in-possession funds are held, (e) the complexity of the case, (f) the safeguards in place within the debtor’s own business for ensuring the safety of the funds, (g) the debtor’s ability to reorganize in the face of a failure of one or more of the financial institutions, (h) the benefit to the debtor, (i) the harm, if any, to the estate, and (j) the reasonableness of the debtor’s request for relief from section 345(b) requirements in light of the overall circumstances of the case. *See In re Serv. Merch. Co., Inc.*, 240 B.R. 894, 896 (Bankr. M.D. Tenn. 1999).

49. Here, “cause” exists because each Bank at which the Bank Accounts are maintained is a stable financial institution that insured by the FDIC, and the majority of the funds that will be held in the Debtors’ Bank Accounts will be in accounts with Banks that are designated Authorized Depositories by the U.S. Trustee.⁶ Thus, the Debtors’ funds are safe. Further, in light of the regular

⁶ Of the Debtors’ 35 Bank Accounts, only one account – the Bank Account at Valley National Bank (the “VNB Pledged Account”) – is maintained at a financial institution that is not a designated Authorized Depository. As of the Petition Date, the VNB Pledged Account has a balance of approximately \$2,145,000. The VNB Pledged Account was established by the Debtors for the sole purpose of providing cash collateral to support the letter of credit for the benefit of one of the Debtors’ insurers as more fully described herein and in the Insurance Motion. Because that account and the funds therein are security pledged to Valley

deposits to, and sweeps of, the various Bank Accounts and the “as needed” funding structure of the overall system, it would be especially disruptive, unnecessary, and wasteful to require the posting of a bond to the extent that the balances of the Bank Accounts exceed applicable insurance limits at a given time. Accordingly, the Court should authorize the Debtors to continue to deposit funds in the Bank Accounts and to the extent that the requirements of section 345(b) are inconsistent with these practices, the Debtors request that such requirements be waived.

G. The Debtors Should be Permitted to Continue Intercompany Transactions, and Intercompany Transactions Should be Granted Administrative Priority Expense Status

50. As described above, under the Cash Management System, each Debtor may enter into certain Intercompany Transactions with any of the other Debtors in the ordinary course of their businesses. The Intercompany Transactions allow the Debtors, among other things, to meet the needs of their customers and vendors efficiently in a cost-effective manner through the centralization of key administrative functions. If these Intercompany Transactions are discontinued, the Debtors’ cash management process would be disrupted causing irreparable harm to the Debtors. It is imperative that the Debtors maintain the ability, as debtors in possession, to make transfers among the Debtors to ensure that ordinary course operations are not disrupted.

51. Accordingly, the Debtors believe that the continuation of, and authority to continue to enter into, Intercompany Transactions in the ordinary course of the Debtors’ businesses, subject in all respects to the terms and conditions set forth herein and in the Proposed Orders, is in the best interest of the Debtors’ estates and their creditors. The Debtors maintain records of all

National Bank, Valley National Bank requires such funds remain on deposit in the VNB Pledged Account, and the Debtors’ access to the funds in that account are restricted and the Debtors are not able to withdrawal any funds from the VNB Pledged Account.

Intercompany Transactions and can ascertain, trace, and account for the Intercompany Transactions at all times, and the Debtors will continue to maintain such records postpetition.

52. As a result of the Intercompany Transactions, at any given time, an individual Debtor can be rendered a net lender or net borrower. To ensure that each individual Debtor will not fund, at the expense of its creditors, the operations of another entity, the Debtors respectfully request that, pursuant to sections 503(b)(1) and 364(b) of the Bankruptcy Code, all postpetition Intercompany Transactions be granted administrative priority expense status.

**REQUEST FOR IMMEDIATE RELIEF AND WAIVER OF STAY
TO AVOID IMMEDIATE AND IRREPARABLE HARM**

53. The relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors for the reasons set forth herein and in the First Day Declaration. Therefore, Bankruptcy Rule 6003 has been satisfied and the relief requested herein should be granted.

54. Bankruptcy Rule 6003 provides that the Court may grant relief within 21 days after the filing of the petition regarding “a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition” only if such relief is necessary to avoid immediate and irreparable harm. Fed. R. Bankr. P. 6003(b). As set forth in this Motion and the First Day Declaration, the Debtors will suffer immediate and irreparable harm without approval of the relief requested herein. Accordingly, Bankruptcy Rule 6003 is satisfied, and the relief requested herein should be granted.

55. Additionally, the Debtors further seek a waiver of any stay of the effectiveness of an order approving this Motion. Pursuant to Bankruptcy Rule 6004(h), “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). The relief requested in this Motion is essential to prevent immediate and irreparable damage to the Debtors’

operations, going-concern value, and their efforts to pursue a resolution to these Chapter 11 Cases. Accordingly, the 14-day stay under Bankruptcy Rule 6004(h) should be waived.

RESERVATION OF RIGHTS

56. Nothing in the Proposed Orders or this Motion (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates; (ii) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority, or amount of any claim against the Debtors and their estates; (iii) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to any and all claims or causes of action, except as expressly provided for in the Proposed Orders; or (iv) shall be construed as a promise to pay a claim.

NOTICE

57. Notice of this Motion has been given to the following parties or, in lieu thereof, to their counsel, if known: (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; (j) the Banks; and (k) 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

58. No previous request for the relief sought herein has been made by the Debtors to this Court or any other court.

CONCLUSION

WHEREFORE, the Debtors respectfully request that this Court enter the Proposed Orders granting the relief requested herein and such other and further relief as is 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)

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*

Exhibit A

Proposed Interim Order

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

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

Re: Docket No. __

**INTERIM ORDER (I) AUTHORIZING THE MAINTENANCE OF BANK
ACCOUNTS AND CONTINUED USE OF EXISTING BUSINESS FORMS AND
CHECKS, (II) AUTHORIZING THE CONTINUED USE OF CASH
MANAGEMENT SYSTEM, (III) WAIVING CERTAIN INVESTMENT AND
DEPOSIT GUIDELINES, (IV) AUTHORIZING THE DEBTORS TO MAINTAIN
CORPORATE CARD PROGRAM AND HONOR PREPETITION OBLIGATIONS
RELATED THERETO, AND (V) GRANTING ADMINISTRATIVE EXPENSE
STATUS TO POSTPETITION INTERCOMPANY CLAIMS**

Upon the *Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing the Maintenance of Bank Accounts and Continued Use of Existing Business Forms and Checks, (II) Authorizing the Continued Use of Cash Management System, (III) Waiving Certain Investment*

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.

and Deposit Guidelines, (IV) Authorizing the Debtors to Maintain Corporate Card Program and Honor Prepetition Obligations Related Thereto, and (V) Granting Administrative Expense Status to Postpetition Intercompany Claims (the “Motion”);² and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Motion has been given under the circumstances; and this Court having held a hearing (the “Hearing”) to consider the relief requested in the Motion; and upon the First Day Declaration and the record of the Hearing, this Court having determined that there is good and sufficient cause for the relief set forth in this Order; and after due deliberation thereon,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis to the extent provided herein.
2. The Debtors are authorized, but not directed, on an interim basis to maintain and use their Cash Management System as more fully set forth in the Motion.
3. Notwithstanding any requirements to the contrary in the UST Guidelines or otherwise, the Debtors are authorized to maintain and use the existing Bank Accounts listed on **Exhibit D** to the Motion in the name and with the account numbers existing immediately prior to the Petition Date.
4. The requirement in the UST Guidelines that the Debtors establish a specific new bank account for tax payments is waived. The requirements provided in 11 U.S.C. § 345(b) are hereby waived as to the Bank Accounts.

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

5. The Debtors are authorized to deposit funds in and withdraw funds from their Bank Accounts by all usual means, subject to the same access rights and limitations existing prior to the Petition Date, including, but not limited to, checks, wire transfers, ACH transfers, electronic funds transfers, and other debits and to treat the Bank Accounts for all purposes as debtor-in-possession accounts.

6. The Debtors are authorized to continue to use their checks, correspondence and other Business Forms including, but not limited to, purchase orders, letterhead, envelopes, promotional materials, substantially in the forms existing immediately prior to the Petition Date, without reference to the Debtors' debtor in possession status; provided, however, once the Debtors' existing checks have been used, the Debtors will require the designation "Debtor in Possession" and the corresponding bankruptcy case number of the lead case on all checks when reordering.

7. Each Debtor is authorized, but not directed, to continue the Corporate Card Account Program in the ordinary course of business, consistent with prepetition practices (subject to ordinary course modifications thereto), including the timely payment of all past and future obligations as they become due and owing under the Corporate Card Accounts (whether prepetition or postpetition) on a postpetition basis and performing all obligations thereunder. The issuers of the cards under the Corporate Card Account Program are authorized to continue making advances pursuant to the terms of their existing agreements (in reliance upon section 364(e) of the Bankruptcy Code) with the Debtors (including as may be renewed, supplemented, amended, or otherwise modified from time to time in the ordinary course of business), and each Debtor is authorized to incur credit in respect of such advances under sections 364(a) and (c) of the Bankruptcy Code, as applicable. The terms of all existing agreements by and between the Debtors and issuers of the cards under the Corporate Card Account Program, including the termination, fee provisions, rights, benefits, collateral, offset and termination rights, and remedies afforded under

such agreements shall remain in full force and effect and govern the parties' postpetition transactions with the Debtors, including making ordinary course modifications thereto.

8. The Debtors are (i) authorized and directed to pay all prepetition and postpetition fees incurred through the Amex Corporate Card Accounts and (ii) are authorized to continue to maintain and use the Amex Corporate Card Accounts and perform their obligations under the Amex Agreement. The terms of Amex Agreement remain in full force and effect. Under section 364(c)(1) and (2) of the Bankruptcy Code, all indebtedness incurred by the Debtors on the Amex Corporate Card Accounts and any other agreement between the Debtors and Amex (both prepetition and postpetition) is secured by a valid and perfected first-priority security interest in the Amex Collateral. Amex holds a valid and perfected first-priority security interest senior to all other security interests in and liens on the Amex Collateral and an administrative expense claim that is senior in right of payment solely from the Amex Collateral in an amount equal to the indebtedness incurred by the Debtors on the Amex Corporate Card Accounts and any other agreement between the Debtors and Amex that is not repaid; provided, however, that pursuant to the DIP Orders, the Prepetition Secured Parties and the DIP Secured Parties (each as defined in the First Day Declaration) have valid and perfected security interests and Adequate Protection Liens (as defined in the DIP Orders) in the Amex Collateral junior only to Amex's first-priority security interest and, following termination of the Amex Agreement or its assignment to any non-Debtor, the Debtors shall provide written direction to Amex to remit all proceeds of the Amex Collateral in excess of Amex's claims secured thereby directly to the DIP Agent or the Prepetition Agent (each as defined in the First Day Declaration), as applicable. For the avoidance of doubt, subject to entry of the Final Order, Amex's security interest in the Amex Collateral, and all payments made under the Amex Corporate Card Accounts, are not avoidable and recoverable transfers or obligations under section 544, 547, 548, and 550 of the Bankruptcy Code.

9. Each Debtor is authorized to continue operating and performing under the Merchant Processing Agreements, including paying and reimbursing the credit card processors for Merchant Services Obligations, whether such Merchant Service Obligations are incurred prepetition or postpetition, in accordance with such Merchant Processing Agreements.

10. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified to permit the terms of the Merchant Processing Agreements to remain in full force and effect, and to permit the card processors to settle all prepetition and postpetition Merchant Services Obligations and to enforce protective actions and holdback rights in accordance with the terms of the applicable Merchant Processing Agreement and in a manner consistent with its ordinary course of business. The card processors are authorized to realize and effectuate all post-petition benefits under the applicable Merchant Processing Agreement.

11. The Banks listed on **Exhibit D** to the Motion and any and all other financial institutions receiving or transferring funds from the Debtors are hereby authorized to continue to service and administer the Bank Accounts of the relevant Debtor as a debtor-in-possession account without interruption and in the usual and ordinary course, and to receive, process, honor and pay any and all checks, drafts, wires, or automated clearinghouse transfers drawn on the Bank Accounts by the holders or makers thereof, provided that nothing contained herein shall authorize any such Bank to honor any check issued or dated prior to the date of the commencement of these chapter 11 cases, except as otherwise provided by further order of this Court. In no event shall any of the Banks be required to honor overdrafts or to pay any check, wire or other debit against any of the Bank Accounts that is drawn against uncollected funds.

12. For Bank Accounts maintained at a Bank that is party to a Uniform Depository Agreement with the Office of the United States Trustee for the Northern District of Georgia, within 15 days of the date of entry of this Order, the Debtors shall (a) contact each Bank; (b) provide the

Bank with each Debtor's employer identification numbers that maintains a Bank Account with that Bank; (c) identify each of their Bank Accounts held at such Banks as being held by a debtor in possession in a bankruptcy case; and (d) provide the lead case number.

13. The Debtors may, with the consent of the Required DIP Lenders and the Required Prepetition Lenders, (a) close or otherwise modify their Bank Accounts, (b) open new debtor-in-possession accounts, and (c) make changes to their Cash Management System as they deem necessary to facilitate the Chapter 11 Cases and operations, or as may be necessary to comply with the requirements of any debtor-in-possession financing facility or cash collateral usage approved by this Court; provided, however, that (i) the Debtors shall open any new Bank Account at banks that have executed a Uniform Depository Agreement with the U.S. Trustee or at such banks that are willing to immediately execute such an agreement, and (ii) such new Bank Accounts shall be subject to deposit account control agreements acceptable to the Required DIP Lenders and the Required Prepetition Lenders. If the Debtors open or close any current or additional Bank Accounts, such opening or closing shall be timely indicated on the Debtors' monthly operating reports and notice of such opening or closing shall otherwise be provided within 15 days of opening or closing such account to (a) the U.S. Trustee and (b) counsel to any official committee of unsecured creditors appointed in the Chapter 11 Cases (subsequent to its appointment).

14. Subject to section 553 of the Bankruptcy Code, all Banks that maintain the Bank Accounts are prohibited from offsetting, affecting, freezing, or otherwise impeding the Debtors' use of any funds in the Bank Accounts on account of, or by reason of, any claim (as defined in section 101(5) of the Bankruptcy Code) of any such Bank against the Debtors that arose before the Petition Date, absent further order of this Court.

15. In connection with the ongoing utilization of the Cash Management System, the Debtors shall continue to maintain records with respect to all transfers of cash so that all

transactions (including Intercompany Transactions) may be readily ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions.

16. The Debtors are authorized to enter into Intercompany Transactions, as described in the Motion, amongst themselves in the ordinary course of business. Intercompany loans and other claims created through Intercompany Transactions between Debtors are hereby granted administrative priority status pursuant to section 507(a)(2) of the Bankruptcy Code; provided that any such claims with administrative priority status shall be junior to the Carve Out and approved superpriority administrative expense claims provided for (and defined) under the DIP Orders; provided, further, that nothing herein shall limit or be construed to limit the Debtors' ability to reconcile amounts owed between and among any Debtors, including netting and setting off obligations arising from Intercompany Transactions, whether arising prepetition or postpetition, in the ordinary course of business, between a Debtor and another Debtor. Notwithstanding anything herein to the contrary, the Debtors may not materially modify, change, or terminate their existing Intercompany Transactions without the prior consent of the Required DIP Lenders and the Required Prepetition Lenders.

17. Notwithstanding anything contained herein, despite the Debtors' use of a consolidated Cash Management System, the Debtors shall calculate their quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which Debtor pays those disbursements; provided, however, that disbursements shall not include Intercompany Transactions between Debtor entities.

18. The Debtors will maintain accurate and detailed records of all transfers, including Intercompany Transactions, so that all transactions are adequately and promptly documented in, and readily ascertainable and traceable from, the Debtors' books and records and may be readily distinguished between prepetition and postpetition transactions and shall make such records

available to the Required DIP Lenders and the Required Prepetition Lenders upon request. All intercompany claims shall be reconciled on a monthly basis.

19. The Debtors are authorized to pay or reimburse any bank fees, claims, costs, expenses or charges associated with the Bank Accounts and arising prior to and after the Petition Date, including, without limitation, (i) service charges or fees; (ii) checks deposited with the Banks which have been dishonored or returned for insufficient funds; and (iii) any reimbursement or other payment obligations, such as overdrafts, arising under the terms of any prepetition agreement existing between the Debtors and each Bank (collectively, the “Bank Account Claims”). While maintaining any of the Bank Accounts for the Debtors, the Banks are authorized, without further Order of this Court, to continue to deduct from the appropriate Bank Accounts, the Bank Account Claims incurred in connection with the Bank Accounts.

20. This Order shall apply to all Bank Accounts in, or linked to, the Cash Management System, even if such Bank Accounts do not appear on Exhibit D to the Motion. All accounts opened by the Debtors on or after the Petition Date at any Bank shall be deemed a Bank Account (as if it had been opened prior to the Petition Date and listed on Exhibit D to the Motion) and all Banks at which such accounts are opened shall similarly be subject to the rights and obligations of this Order.

21. The Debtors are authorized to represent (and the Banks are authorized to accept and honor all such representations) which checks, drafts, wires, or ACH transfers should be honored or dishonored whether the Banks believe the payment is or is not consistent with the order(s) of this Court and governing law, and whether such checks, drafts, wires or ACH transfers are dated or made prior to, on or subsequent to the Petition Date.

22. Any of the Banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition

Date should be honored pursuant to this or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

23. Nothing in this Order (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates; (ii) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority, or amount of any claim against the Debtors and their estates, except as expressly set forth herein; or (iii) shall be construed as a promise to pay a claim.

24. A final hearing to consider the relief requested in the Motion shall be held on _____, **2025 at ___:___ .m. (prevailing Eastern Time)** and any objections to entry of such order shall be in writing and filed with this Court no later than _____, **2025 at 4:00 p.m. (prevailing Eastern Time)** and served on: (i) the Debtors, c/o Air Pros Solutions, LLC, 150 S. Pine Island Road, Plantation, Florida 33020, Attn: Andrew D.J. Hede (ahede@accordion.com); (ii) proposed counsel to the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (kurzweild@gtlaw.com) and Matthew A. Petrie (petriem@gtlaw.com); (iii) counsel for the DIP Lenders and the Prepetition Lenders, (a) Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com), (b) Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com), and (c) Scroggins, Williamson & Ray, P.C., 4401 Northside Parkway, Suite 230, Atlanta, GA 30327 Attn: J. Robert Williamson (rwilliamson@swlawfirm.com);

and (iv) the Office of the United States Trustee for Region 21, 362 Richard Russell Building & U.S. Courthouse, 75 Ted Turner Drive, S.W., Atlanta, GA 30303 (Attn: Jonathan S. Adams).

25. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

26. The requirements of Bankruptcy Rule 6003(b) are satisfied.

27. Notwithstanding any applicable Bankruptcy Rule, this Order shall be effective and enforceable immediately upon entry hereof.

28. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and interpretation of this Order.

END OF DOCUMENT

Prepared and presented by:

GREENBERG TRAUIG, 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*

Exhibit B

Proposed Final Order

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

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

Re: Docket No. __

FINAL ORDER (I) AUTHORIZING THE MAINTENANCE OF BANK ACCOUNTS AND CONTINUED USE OF EXISTING BUSINESS FORMS AND CHECKS, (II) AUTHORIZING THE CONTINUED USE OF CASH MANAGEMENT SYSTEM, (III) WAIVING CERTAIN INVESTMENT AND DEPOSIT GUIDELINES, (IV) AUTHORIZING THE DEBTORS TO MAINTAIN CORPORATE CARD PROGRAM AND HONOR PREPETITION OBLIGATIONS RELATED THERETO, AND (V) GRANTING ADMINISTRATIVE EXPENSE STATUS TO POSTPETITION INTERCOMPANY CLAIMS

Upon the *Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing the Maintenance of Bank Accounts and Continued Use of Existing Business Forms and Checks,*

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.

(II) Authorizing the Continued Use of Cash Management System, (III) Waiving Certain Investment and Deposit Guidelines, (IV) Authorizing the Debtors to Maintain Corporate Card Program and Honor Prepetition Obligations Related Thereto, and (V) Granting Administrative Expense Status to Postpetition Intercompany Claims (the “Motion”);² and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and this Court having held a hearing (the “Hearing”) to consider the relief requested in the Motion; and upon the First Day Declaration and the record of the Hearing; and the Court having entered an interim order granting the relief requested in the Motion (the “Interim Order”); and good and sufficient cause appearing for the relief set forth in this Order; and after due deliberation thereon,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED to the extent provided herein.
2. The Debtors are authorized, but not directed, to maintain and use their Cash Management System as more fully set forth in the Motion.
3. Notwithstanding any requirements to the contrary in the Guidelines or otherwise, the Debtors are authorized to maintain and use the existing Bank Accounts listed on **Exhibit D** to the Motion in the name and with the account numbers existing immediately prior to the Petition Date.

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

4. The requirement in the UST Guidelines that the Debtors establish a specific new bank account for tax payments is waived. The requirements provided in 11 U.S.C. § 345(b) are hereby waived as to the Bank Accounts.

5. The Debtors are authorized to deposit funds in and withdraw funds from their Bank Accounts by all usual means, subject to the same access rights and limitations existing prior to the Petition Date, including, but not limited to, checks, wire transfers, automated clearinghouse transfers, electronic funds transfers, and other debits and to treat the Bank Accounts for all purposes as debtor-in-possession accounts.

6. The Debtors are authorized to deposit funds in and withdraw funds from their Bank Accounts by all usual means, subject to the same access rights and limitations existing prior to the Petition Date, including, but not limited to, checks, wire transfers, automated clearinghouse transfers, electronic funds transfers, and other debits and to treat the Bank Accounts for all purposes as debtor-in-possession accounts; provided, however, once the Debtors' existing checks have been used, the Debtors will require the designation "Debtor in Possession" and the corresponding bankruptcy case number of the lead case on all checks when reordering.

7. Each Debtor is authorized, but not directed, to continue the Corporate Card Account Program in the ordinary course of business, consistent with prepetition practices (subject to ordinary course modifications thereto), including the timely payment of all past and future obligations as they become due and owing under the Corporate Card Accounts (whether prepetition or postpetition) on a postpetition basis and performing all obligations thereunder. The issuers of the cards under the Corporate Card Account Program are authorized to continue making advances pursuant to the terms of their existing agreements (in reliance upon section 364(e) of the Bankruptcy Code) with the Debtors (including as may be renewed, supplemented, amended, or otherwise modified from time to time in the ordinary course of business), and each Debtor is

authorized to incur credit in respect of such advances under sections 364(a) and (c) of the Bankruptcy Code, as applicable. The terms of all existing agreements by and between the Debtors and issuers of the cards under the Corporate Card Account Program, including the termination, fee provisions, rights, benefits, collateral, offset and termination rights, and remedies afforded under such agreements shall remain in full force and effect and govern the parties' postpetition transactions with the Debtors, including making ordinary course modifications thereto.

8. The Debtors are (i) authorized and directed to pay all prepetition and postpetition fees incurred through the Amex Corporate Card Accounts and (ii) are authorized to continue to maintain and use the Amex Corporate Card Accounts and perform their obligations under the Amex Agreement. The terms of Amex Agreement remain in full force and effect. Under section 364(c)(1) and (2) of the Bankruptcy Code, all indebtedness incurred by the Debtors on the Amex Corporate Card Accounts and any other agreement between the Debtors and Amex (both prepetition and postpetition) is secured by a valid and perfected first-priority security interest in the Amex Collateral. Amex holds a valid and perfected first-priority security interest senior to all other security interests in and liens on the Amex Collateral and an administrative expense claim that is senior in right of payment solely from the Amex Collateral in an amount equal to the indebtedness incurred by the Debtors on the Amex Corporate Card Accounts and any other agreement between the Debtors and Amex that is not repaid; provided, however, that pursuant to the DIP Orders, the Prepetition Secured Parties and the DIP Secured Parties (each as defined in the First Day Declaration) have valid and perfected security interests and Adequate Protection Liens (as defined in the DIP Orders) in the Amex Collateral junior only to Amex's first-priority security interest and, following termination of the Amex Agreement or its assignment to any non-Debtor, the Debtors shall provide written direction to Amex to remit all proceeds of the Amex Collateral in excess of Amex's claims secured thereby directly to the DIP Agent or Prepetition

Agent (each as defined in the First Day Declaration), as applicable. For the avoidance of doubt, Amex's security interest in the Amex Collateral, and all payments made under the Amex Corporate Card Accounts, are not avoidable and recoverable transfers or obligations under section 544, 547, 548, and 550 of the Bankruptcy Code.

9. Each Debtor is authorized to continue operating and performing under the Merchant Processing Agreements, including paying and reimbursing the credit card processors for Merchant Services Obligations, whether such Merchant Service Obligations are incurred prepetition or postpetition, in accordance with such Merchant Processing Agreements.

10. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified to permit the terms of the Merchant Processing Agreements to remain in full force and effect, and to permit the card processors to settle all prepetition and postpetition Merchant Services Obligations and to enforce protective actions and holdback rights in accordance with the terms of the applicable Merchant Processing Agreement and in a manner consistent with its ordinary course of business. The card processors are authorized to realize and effectuate all post-petition benefits under the applicable Merchant Processing Agreement.

11. The Banks listed on **Exhibit D** to the Motion and any and all other financial institutions receiving or transferring funds from the Debtors are hereby authorized to continue to service and administer the Bank Accounts of the relevant Debtor as a debtor in possession account without interruption and in the usual and ordinary course, and to receive, process, honor and pay any and all checks, drafts, wires, or automated clearinghouse transfers drawn on the Bank Accounts by the holders or makers thereof, provided that nothing contained herein shall authorize any such Bank to honor any check issued or dated prior to the date of the commencement of these chapter 11 cases, except as otherwise provided by further order of this Court. In no event shall any

of the Banks be required to honor overdrafts or to pay any check, wire or other debit against any of the Bank Accounts that is drawn against uncollected funds.

12. The Debtors may, with the consent of the Required DIP Lenders and the Required Prepetition Lenders, (a) close or otherwise modify their Bank Accounts, (b) open new debtor-in-possession accounts and (c) make changes to their Cash Management System as they deem necessary to facilitate the Chapter 11 Cases and operations, or as may be necessary to comply with the requirements of any debtor-in-possession financing facility or cash collateral usage approved by this Court; provided, however, that (i) the Debtors shall open any new Bank Account at banks that have executed a Uniform Depository Agreement with the U.S. Trustee or at such banks that are willing to immediately execute such an agreement, and (ii) such new bank accounts shall be subject to deposit account control agreements acceptable to the Required DIP Lenders and the Required Prepetition Lenders. If the Debtors open or close any current or additional Bank Accounts, such opening or closing shall be timely indicated on the Debtors' monthly operating reports and notice of such opening or closing shall otherwise be provided within 15 days of opening or closing such account to (a) the U.S. Trustee and (b) counsel to any official committee of unsecured creditors appointed in the Chapter 11 Cases (subsequent to its appointment).

13. Subject to section 553 of the Bankruptcy Code, all Banks that maintain the Bank Accounts are prohibited from offsetting, affecting, freezing, or otherwise impeding the Debtors' use of any funds in the Bank Accounts on account of, or by reason of, any claim (as defined in section 101(5) of the Bankruptcy Code) of any such Bank against the Debtors that arose before the Petition Date, absent further order of this Court.

14. In connection with the ongoing utilization of the Cash Management System, the Debtors shall continue to maintain records with respect to all transfers of cash so that all

transactions (including Intercompany Transactions) may be readily ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions.

15. The Debtors are authorized to enter into Intercompany Transactions, as described in the Motion, amongst themselves in the ordinary course of business. Intercompany loans and other claims created through Intercompany Transactions between Debtors are hereby granted administrative priority status pursuant to section 507(a)(2) of the Bankruptcy Code; provided that any such claims with administrative priority status shall be junior to the Carve Out and approved superpriority administrative expense claims provided for (and defined) under the DIP Orders; provided, further, that nothing herein shall limit or be construed to limit the Debtors' ability to reconcile amounts owed between and among any Debtors, including netting and setting off obligations arising from Intercompany Transactions, whether arising prepetition or postpetition, in the ordinary course of business, between a Debtor and another Debtor. Notwithstanding anything herein to the contrary, the Debtors may not materially modify, change, or terminate their existing Intercompany Transactions without the prior consent of the Required DIP Lenders and the Required Prepetition Lenders.

16. Notwithstanding anything contained herein, despite the Debtors' use of a consolidated Cash Management System, the Debtors shall calculate their quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which Debtor pays those disbursements; provided, however, that disbursements shall not include Intercompany Transactions between Debtor entities.

17. The Debtors will maintain accurate and detailed records of all transfers, including Intercompany Transactions, so that all transactions are adequately and promptly documented in, and readily ascertainable and traceable from, the Debtors' books and records and may be readily distinguished between prepetition and postpetition transactions and shall make such records

available to the Required DIP Lenders and the Required Prepetition Lenders upon request. All intercompany claims shall be reconciled on a monthly basis.

18. The Debtors are authorized to pay or reimburse any bank fees, claims, costs, expenses or charges associated with the Bank Accounts and arising prior to and after the Petition Date, including, without limitation, (i) service charges or fees; (ii) checks deposited with the Banks which have been dishonored or returned for insufficient funds; and (iii) any reimbursement or other payment obligations, such as overdrafts, arising under the terms of any prepetition agreement existing between the Debtors and each Bank (collectively, the “Bank Account Claims”). While maintaining any of the Bank Accounts for the Debtors, the Banks are authorized, without further Order of this Court, to continue to deduct from the appropriate Bank Accounts, the Bank Account Claims incurred in connection with the Bank Accounts.

19. This Order shall apply to all Bank Accounts in, or linked to, the Cash Management System, even if such Bank Accounts do not appear on the list attached as Exhibit D to the Motion. All accounts opened by the Debtors on or after the Petition Date at any Bank shall be deemed a Bank Account (as if it had been opened prior to the Petition Date and listed on Exhibit D to the Motion) and all Banks at which such accounts are opened shall similarly be subject to the rights and obligations of this Order.

20. The Debtors are authorized to represent (and the Banks are authorized to accept and honor all such representations) which checks, drafts, wires, or ACH transfers should be honored or dishonored whether the Banks believe the payment is or is not consistent with the order(s) of this Court and governing law, and whether such checks, drafts, wires or ACH transfers are dated or made prior to, on or subsequent to the Petition Date.

21. Any of the Banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition

Date should be honored pursuant to this or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

22. Nothing in this Order (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates; (ii) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority, or amount of any claim against the Debtors and their estates, except as expressly set forth herein; or (iii) shall be construed as a promise to pay a claim.

23. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

24. Notwithstanding any applicable Bankruptcy Rule, this Order shall be effective and enforceable immediately upon entry hereof.

25. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and interpretation of this Order.

END OF DOCUMENT

Prepared and presented by:

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil

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

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

Terminus 200

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*

Exhibit C

Cash Management System: Funds Flow Diagram

Cash Management System Schematic

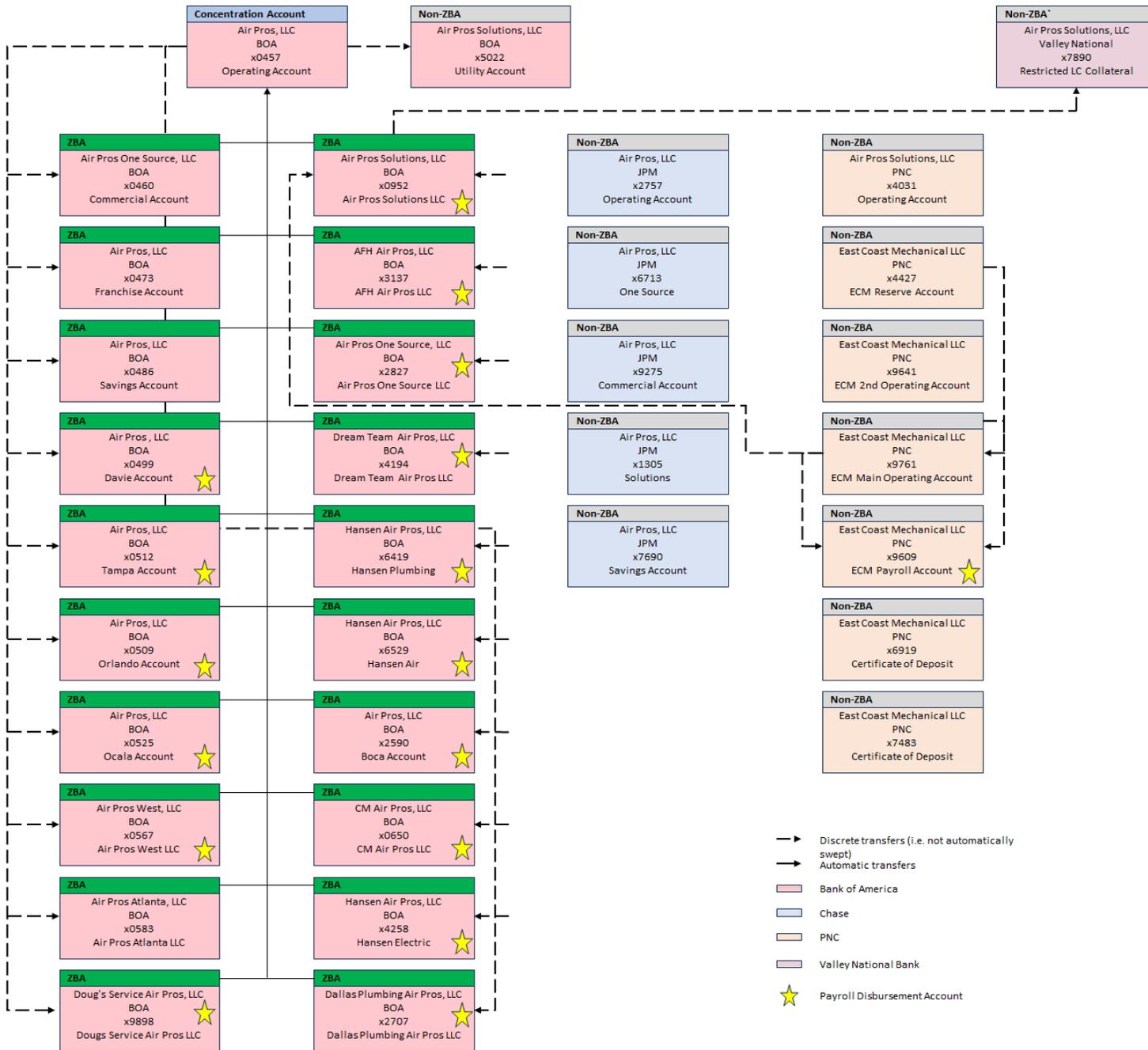


Exhibit D

Bank Accounts

**Air Pros
Debtors' Bank Accounts**

Debtors' Bank Accounts

Entity	Financial Institution	Account Type	Last 4 Digits of Account Number
Air Pros, LLC	Bank of America	Corporate Concentration Account	0457
Air Pros One Source LLC	Bank of America	Fully Integrated Zero-Balance Account	0460
Air Pros, LLC	Bank of America	Fully Integrated Zero-Balance Account	0473
Air Pros, LLC	Bank of America	Fully Integrated Zero-Balance Account	0486
Air Pros, LLC	Bank of America	Fully Integrated Zero-Balance Account	0499
Air Pros, LLC	Bank of America	Fully Integrated Zero-Balance Account	0509
Air Pros, LLC	Bank of America	Fully Integrated Zero-Balance Account	0512
Air Pros, LLC	Bank of America	Fully Integrated Zero-Balance Account	0525
Air Pros West LLC	Bank of America	Fully Integrated Zero-Balance Account	0567
Air Pros Atlanta LLC	Bank of America	Fully Integrated Zero-Balance Account	0583
Air Pros Solutions, LLC	Bank of America	Fully Integrated Zero-Balance Account	0952
Air Pros One Source LLC	Bank of America	Fully Integrated Zero-Balance Account	2827
Doug's Service Air Pros, LLC	Bank of America	Fully Integrated Zero-Balance Account	9898
AFH Air Pros, LLC	Bank of America	Fully Integrated Zero-Balance Account	3137
Dream Team Air Pros LLC	Bank of America	Fully Integrated Zero-Balance Account	4194
Hansen Air Pros, LLC	Bank of America	Fully Integrated Zero-Balance Account	6419
Hansen Air Pros, LLC	Bank of America	Fully Integrated Zero-Balance Account	6529
Air Pros, LLC	Bank of America	Fully Integrated Zero-Balance Account	2590
Dallas Plumbing Air Pros, LLC	Bank of America	Fully Integrated Zero-Balance Account	2707
CM Air Pros, LLC	Bank of America	Fully Integrated Zero-Balance Account	0650
Hansen Air Pros, LLC	Bank of America	Fully Integrated Zero-Balance Account	4258

Air Pros
Debtors' Bank Accounts

Debtors' Bank Accounts

Entity	Financial Institution	Account Type	Last 4 Digits of Account Number
Air Pros, LLC	JP Morgan Chase Bank, N.A.	Other Operating Account	2757
Air Pros, LLC	JP Morgan Chase Bank, N.A.	Other Operating Account	6713
Air Pros, LLC	JP Morgan Chase Bank, N.A.	Other Operating Account	9275
Air Pros, LLC	JP Morgan Chase Bank, N.A.	Other Operating Account	1305
Air Pros, LLC	JP Morgan Chase Bank, N.A.	Other Operating Account	7690
East Coast Mechanical, Inc. (ECM)	PNC	Other Operating Account	4427
East Coast Mechanical, Inc. (ECM)	PNC	Other Operating Account	9641
East Coast Mechanical, Inc. (ECM)	PNC	Other Operating Account	9761
East Coast Mechanical, Inc. (ECM)	PNC	Payroll Account	9609
Air Pros Solutions, LLC	PNC	Other Operating Account	4031
East Coast Mechanical, Inc. (ECM)	PNC	Certificate of Deposit	6919
East Coast Mechanical, Inc. (ECM)	PNC	Certificate of Deposit	7483
Air Pros Solutions, LLC	Valley National	Restricted LC Collateral	7890

[1] The accounts marked with "ZBA" are zero-balance accounts that are swept on a daily basis.