



IT IS ORDERED as set forth below:

Date: March 19, 2025

Paul Baisier

**Paul Baisier
U.S. Bankruptcy Court Judge**

**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. 15

INTERIM ORDER (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, AND SETTING A FINAL HEARING FOR APRIL 14, 2025

Upon the *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*

¹ The last four digits of AFH Air Pros, LLC's tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.



for Determining Adequate Assurance of Payment (Docket No. 15)(the “Motion”);² which was filed on March 16, 2025, 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. Until a final order is entered by the Court, all Utility Providers are prohibited from discontinuing, altering, or refusing service to the Debtors on account of any unpaid prepetition charges, or discriminating against the Debtors or requiring payment of a deposit or receipt of any other security for continued service as a result of the Debtors’ bankruptcy filing or any outstanding prepetition invoices other than as set forth in the Motion, provided the Debtors are in compliance with the terms of this Order.
3. The following Adequate Assurance Procedures are hereby approved:
 - A. As adequate assurance of future payment to the Utility Providers, the Debtors have deposited and will maintain in a segregated Adequate Assurance Account an initial sum of 63,463, which is equal to 50% of the Debtors’ estimated aggregate average cost per month for Utility Services;
 - B. If a Utility Provider is not satisfied with the amount of the Adequate Assurance Deposit attributable to such Utility Provider in the Adequate Assurance Account and seeks additional assurance of payment, the Utility Provider must serve a written request (an “Additional Assurance Request”) upon the Debtors setting forth (i) the location(s) for which

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

Utility Services are provided, (ii) the account number(s) for such location(s), (iii) the outstanding balance for each account, (iv) a summary of the Debtors' payment history on each account and whether any deposits or prepayments have been made by the Debtors to the Utility Provider, and (v) an explanation of why the Adequate Assurance Deposit is inadequate assurance of payment;

- C. The Additional Assurance Request must be served on the following notice parties: (i) the Debtors, 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324, Attn: Andrew D.J. Hede (ahede@accordion.com); (ii) proposed counsel to the Debtors, Greenberg Traurig, LLP, 3333 Piedmont Rd. NE, Suite 2500, Atlanta, GA 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) and (b) Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com); and (iv) counsel for the Official Committee of Unsecured Creditors, if any;
- D. If the Debtors receive an Additional Assurance Request in compliance with the Adequate Assurance Procedures, the Debtors shall have 14 calendar days from receipt of an Additional Assurance Request (the "Resolution Period") to negotiate with the Utility Provider that served the Additional Assurance Request to resolve such Utility Provider's request for additional assurance of payment; provided, however, during the Resolution Period, such Utility Providers may not terminate the Utility Services they provide to the Debtors on account of the bankruptcy filing or any unpaid charges for prepetition services;
- E. The Debtors may resolve any Additional Assurance Request by agreement with the relevant Utility Provider and without further order of this Court, and may, in connection with any such agreement provide such Utility Provider with additional adequate assurance of future payment including, but not limited to, cash deposits, prepayments, or other security, without further order of this Court, if the Debtors believe such additional assurance is reasonable;
- F. If the Debtors determine that an Additional Assurance Request is not reasonable and are not able to reach an alternative resolution with the relevant Utility Provider, the Debtors will request a hearing before this Court, to be held at a date and time to be promptly scheduled by the Debtors upon notice to the applicable Utility Provider, to determine the adequacy of assurance of payment with respect to the particular Utility Provider (a "Determination Hearing"), pursuant to section 366(c)(3) of the Bankruptcy Code;

- G. Pending resolution of any such Determination Hearing, the relevant Utility Provider shall be restrained from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for prepetition services or the Debtors' bankruptcy filing;
- H. A Utility Provider shall be deemed to have adequate assurance of payment unless the Utility Provider makes an Additional Assurance Request and (a) the Debtors agree to an Additional Assurance Request or agree to an alternative assurance of payment with the Utility Provider during the Resolution Period or (b) this Court enters an order requiring that additional adequate assurance of payment be provided;
- I. The Adequate Assurance Deposit shall be deemed adequate assurance of payment for any Utility Provider that fails to make an Additional Assurance Request; and
- J. At any time, the Debtors may terminate service from any of the Utility Providers, such termination being effective immediately upon the Debtors' notice to the Utility Provider. At such time, the Debtors shall no longer be required to make any payments to such Utility Provider for any services provided after such termination, and any excess payments shall be returned immediately.

4. The Debtors shall fund the Adequate Assurance Deposit into the Adequate Assurance Account within 14 calendar days of the entry of this Order, subject to interim approval of the Debtors' postpetition financing and use of cash collateral.

5. The Debtors are authorized to periodically adjust the amount in the Adequate Assurance Account to reflect any termination of Utility Services by the Debtors in accordance with the Adequate Assurance Procedures provided for herein.

6. The Debtors are further authorized to periodically adjust the amount in the Adequate Assurance Account to reflect the entry into any agreements with Utility Providers that file Additional Assurance Requests or related orders of the Court, as applicable.

7. To the extent Debtors adjust the amount in the Adequate Assurance Account, Debtors shall file with the Court, on a monthly basis, a notice describing all such adjustments and disclosing the new balance in the Adequate Assurance Account.

8. If the Debtors default postpetition on any of their obligations under this Order to any Utility Provider, such Utility Provider may (a) seek payment from the Adequate Assurance Deposit in an amount not to exceed the amount attributable to such Utility Provider as set forth on the Utility Provider List attached to the Motion as Exhibit A and (b) seek additional adequate assurance under the Adequate Assurance Procedures set forth in this Order, or other appropriate relief from the Court, upon motion and notice to the Debtors, their counsel, and interested parties.

9. To the extent the Debtors subsequently identify additional providers of Utility Services or determine that an entity was improperly included as a Utility Provider on the Utility Provider List, the Debtors are authorized, in their sole discretion and without further order of the Court, to amend the Utility Provider List to add or remove any Utility Provider. If the Debtors add any Utility Providers to the Utility Provider List, within five business days after the Debtors file the Supplemental Notice with the Court reflecting the revisions to the Utility Provider List, the Debtors will (a) serve a copy of the Motion, the amended Utility Provider List, and this Order on such Utility Providers and (b) increase the Adequate Assurance Deposit by an amount equal to 50% of the Debtors' average cost per month for such additional Utility Providers. Subsequently added Utility Providers will be subject to the Adequate Assurance Procedures set forth herein. For any entity that is removed from the Utility Provider List, the Debtors shall serve that entity with a notice of removal and such entity shall have 14 calendar days from the date of service of such notice to object to that removal.

10. Notwithstanding the relief granted herein or any actions taken pursuant thereto, nothing herein shall be deemed: (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' rights to dispute any claim on any grounds; (iii) a promise

or requirement to pay any claim; (iv) an implication or admission that any particular claim is of a type specified or defined hereunder; (v) a request or authorization to assume any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code; or (vi) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law.

11. Notwithstanding anything to the contrary in any other order of this Court, including any order of this Court approving the debtor-in-possession financing facility and use of cash collateral, any interest the Debtors' prepetition and postpetition lenders may have in the Adequate Assurance Deposit or Adequate Assurance Account shall be subject to the Utility Providers' interest in the Adequate Assurance Deposit and Adequate Assurance Account until the Adequate Assurance Deposit is returned to the Debtors or as otherwise ordered by the Court.

12. Notwithstanding anything to the contrary contained in this Order, any payment, deposit, or other transfer made or to be made under this Order, any authorization contained in this Order, or any claim for which payment is authorized hereunder, shall be subject to the terms and provisions of any orders of this Court approving any debtor-in-possession financing for, or any use of cash collateral by, the Debtors and any approved budget (subject to permitted variances thereto) in connection therewith. Other than as set forth in paragraph 11, nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of (a) any such orders approving any debtor-in-possession financing or use of cash collateral or (b) any debtor-in-possession financing agreements and documents related thereto.

13. A final hearing to consider the relief requested in the Motion shall be held on **April 14, 2025 at 10:00 a.m. (prevailing Eastern Time) at the United States Bankruptcy Court for the Northern District Georgia, Courtroom 1202 in the Richard B. Russell Federal Building & United States Courthouse, 75 Ted Turner Drive, S.W., Atlanta,**

Georgia 30303³ and any objections to entry of such order shall be in writing and filed with this Court no later than **April 7, 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, Suite 200, Plantation, Florida 33324, 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).

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

³ Parties may attend the Final Hearing in **Courtroom 1202 in the Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303** or virtually via **Judge Baisier's Virtual Hearing Room**. The link for the Virtual Hearing Room can be found on Judge Baisier's webpage at <https://www.ganb.uscourts.gov/content/honorable-paul-m-baisier> and is best used on a desktop or laptop computer but may be used on a phone or tablet. Participants' devices must have a camera and audio. You may also join the Virtual Hearing Room through the "Dial-In and Virtual Bankruptcy Hearing Information" link at the top of the homepage of the Court's website, www.ganb.uscourts.gov. Please review "Instructions for Appearing by Telephone and Video Conference" located under the "Hearing Information" tab on the judge's webpage prior to the hearing. You should be prepared to appear at the hearing via video, but you may leave your camera in the off position unless you are speaking or until the Court instructs otherwise. Unrepresented persons who do not have video capability may use the telephone dial-in information on the judge's webpage.

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

16. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry hereof.

17. Debtors' proposed counsel will promptly cause a copy of this Order to be served on the parties listed on the Consolidated List of Creditors That Have the Thirty Largest Unsecured Claims and Are Not Insiders, on counsel for the Prepetition Secured Parties (as defined by the Debtors' in their pleadings), the United States Trustee and their counsel, on counsel for the DIP Secured Parties (as defined by the Debtors' in their pleadings), the United States Attorney; the Georgia Department of Revenue, the Internal Revenue Service, the Securities & Exchange Commission, the Georgia Secretary of State, states attorneys general for states in which the Debtors conduct business, and any parties that were served with the *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*. Debtors' proposed counsel shall cause a Certificate of Service evidencing such service to be filed within three (3) days of service.

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

END OF DOCUMENT

Prepared and presented by:

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil

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