

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

In re:	Chapter 11
AFH AIR PROS, LLC, <i>et al.</i> , ¹	Case No. 25-10356 (PMB)
Debtors.	(Jointly Administered)

APPLICATION OF THE DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF GREENBERG TRAUIG, LLP AS COUNSEL FOR THE DEBTORS AND DEBTORS IN POSSESSION, NUNC PRO TUNC TO THE PETITION DATE

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) hereby move this Court (the “Application”), pursuant to sections 327(a), 328(a), 330, and 1107(b) of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), authorizing the retention and employment of the law firm of Greenberg Traurig, LLP (“Greenberg Traurig”) as counsel to the Debtors, *nunc pro tunc* to the Petition Date (as defined herein). In support of this Application, the Debtors rely on the *Declaration of David B. Kurzweil in Support of Application of the Debtors for Entry of an Order Authorizing the Employment and Retention of Greenberg Traurig, LLP as Counsel for the Debtors and Debtors in Possession, Nunc Pro Tunc to the Petition*

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.



Date, attached hereto as **Exhibit B** and incorporated by reference (the “Kurzweil Declaration”), and the *Declaration of Andrew D.J. Hede in Support of Application of the Debtors for Entry of an Order Authorizing the Employment and Retention of Greenberg Traurig, LLP as Counsel for the Debtors and Debtors in Possession, Nunc Pro Tunc to the Petition Date*, attached hereto as **Exhibit C** and incorporated by reference (the “Hede Declaration”). In further support of this Application, 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 Application pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of these cases and the Application in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief sought herein are sections 327(a), 328(a), 330, and 1107(b) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and the Complex Case Procedures.

BACKGROUND

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 in 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 *Declaration of*

Andrew D.J. Hede in Support of Chapter 11 Petitions and First Day Pleadings [Docket No. 8] filed on the Petition Date and incorporated herein by reference.

RETENTION OF GREENBERG TRAUIG

7. Greenberg Traurig is an international law firm with more than 2,750 attorneys in 49 offices, including an office in Atlanta, Georgia which is within the jurisdiction of the United States Bankruptcy Court for the Northern District of Georgia where these Chapter 11 Cases are pending. The members of the firm practice in almost every practice area, including bankruptcy, workouts, finance, litigation, business, tax, labor, corporate, employment, securities, and commercial law. Greenberg Traurig also has extensive experience and knowledge in the fields of debtor and creditor rights and business reorganizations under chapter 11 of the Bankruptcy Code.

8. Greenberg Traurig is also familiar with the Debtors' businesses and financial affairs. Greenberg Traurig has provided legal services to the Debtors since approximately December 2020 in connection with various matters, including corporate governance, mergers and acquisitions, litigation, and banking and finance advice. In addition, prior to the commencement of these Chapter 11 Cases, Greenberg Traurig assisted the Debtors in their negotiations with their secured creditors and other stakeholder groups, and in preparing for the filing of these Chapter 11 Cases. In these and other matters, Greenberg Traurig's professionals have worked closely with the Debtors' management and other professionals and, as a result, have become well acquainted with the Debtors' history, business operations, capital and corporate structure and related matters. Accordingly, Greenberg Traurig has developed substantial knowledge regarding the Debtors that will result in effective and efficient services in these Chapter 11 Cases.

9. The Debtors hired Greenberg Traurig because Greenberg Traurig is well suited for the type of representation required by the Debtors. Greenberg Traurig has the necessary resources

and experience to assist the Debtors in these Chapter 11 Cases. For this reason, Greenberg Traurig's employment is in the best interests of the Debtors, their estates, and their creditors.

RELIEF REQUESTED

10. By this Application, the Debtors respectfully request that this Court enter the Proposed Order authorizing them to employ and retain Greenberg Traurig as their counsel in these Chapter 11 Cases, *nunc pro tunc* to the Petition Date.

SCOPE OF EMPLOYMENT

11. The services of attorneys are necessary to enable the Debtors to execute faithfully their duties as debtors in possession and to preserve and enhance the value of the Debtors' estates. The professional services that Greenberg Traurig expects to render to the Debtors include, but shall not be limited to, the preparation, filing, and prosecution of chapter 11 bankruptcy cases, including without limitation:

- a. providing legal advice with respect to the Debtors' powers and duties as debtors in possession in the continued operation of their business and management of their property;
- b. negotiating, drafting, and pursuing all documentation necessary in these Chapter 11 Cases;
- c. preparing, on behalf of the Debtors, applications, motions, answers, orders, reports, and other legal papers necessary to the administration of the Debtors' estates;
- d. appearing in Court and protecting the interests of the Debtors before the Court;
- e. assisting with any disposition of the Debtors' assets, by sale or otherwise;
- f. negotiating and taking all necessary or appropriate actions in connection with a plan or plans of reorganization and all related documents thereunder and transactions contemplated therein;
- g. attending meetings and negotiating with representatives of creditors, the United States Trustee, and other parties-in-interest;
- h. providing legal advice, including, but not limited to, advice regarding bankruptcy law, corporate law, corporate governance, employment,

transactional, tax, labor, litigation, and intellectual property law to the Debtors in connection with the Debtors' ongoing business operations;

- i. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;
- j. performing other legal services for, and providing other necessary legal advice to, the Debtors, which may be necessary and proper in these Chapter 11 Cases; and
- k. providing other related services as requested by the Debtors and reasonably acceptable to Greenberg Traurig.

12. To the extent the Debtors seek to retain other professionals, Greenberg Traurig will take appropriate steps and coordinate with each of the Debtors' other professionals to avoid unnecessary duplication of efforts.

GREENBERG TRAUIG'S DISINTERESTEDNESS

13. In connection with its engagement, Greenberg Traurig has undertaken a conflicts check that compares certain Potentially Interested Parties (as defined in the Kurzweil Declaration) against a list of Greenberg Traurig's current and former engagements, clients, and adverse parties.

14. Because Greenberg Traurig is a large firm with an international practice, the Debtors are aware that Greenberg Traurig may currently represent, or may have in the past represented, certain creditors of the Debtors' estates or other parties-in-interest in matters unrelated to the Debtors or these Chapter 11 Cases, as disclosed in the Kurzweil Declaration.

15. As in any complex chapter 11 case, it may become necessary for the Debtors to pursue legal action against certain interested parties that Greenberg Traurig may be unable to handle due to potential conflicts of interest. If such a need arises, a separate application will be filed to request entry of an order authorizing the Debtors to employ and retain conflicts counsel in

these Chapter 11 Cases to represent them in matters that Greenberg Traurig may be unable to handle due to potential conflicts of interest.

16. The Debtors understand that except as otherwise set forth in the Kurzweil Declaration:

- a. Neither Greenberg Traurig nor any attorney at Greenberg Traurig holds or represents an interest adverse to the Debtors' estates;
- b. Neither Greenberg Traurig nor any attorney at Greenberg Traurig is a creditor, equity security holder, or an insider of the Debtors, except that Greenberg Traurig previously has rendered legal services to the Debtors for which it has been compensated as disclosed below;
- c. Neither Greenberg Traurig nor any attorney at Greenberg Traurig is or was, within two years before the Petition Date, a director, officer, or employee of the Debtors; and
- d. Greenberg Traurig does not have an interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors, or for any other reason.

17. None of Greenberg Traurig's representations of any of the parties-in-interest in matters unrelated to the Debtors or these Chapter 11 Cases accounted for more than 2% of Greenberg Traurig's aggregate revenues during fiscal year 2024 or 2025 to date. Thus, Greenberg Traurig does not believe that any such engagement comprises a material component of Greenberg Traurig's practice.

18. Through a firm-wide email, Greenberg Traurig has solicited or will solicit information from its attorneys to determine whether any attorneys employed by Greenberg Traurig are related to the Bankruptcy Judge presiding over these Chapter 11 Cases, the United States Trustee for Region 21, or any attorney known by Greenberg Traurig to be employed in the Office of the United States Trustee serving the Northern District of Georgia or are equity security holders

of any of the Debtors. To the extent any information is received in response to the email that needs to be disclosed, Greenberg Traurig will file a supplemental declaration including such disclosures.

19. In view of the foregoing, to the best of the Debtors' knowledge based upon the Kurzweil Declaration, and except as otherwise set forth therein, Greenberg Traurig (a) does not hold or represent any interest adverse to the Debtors or their chapter 11 estates, their creditors, or any other party-in-interest in connection with these Chapter 11 Cases, and (b) is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code.

20. Greenberg Traurig will continue to conduct periodic conflicts analyses to determine whether it is performing or has performed services for any significant parties in interest in these Chapter 11 Cases and Greenberg Traurig will promptly update the Kurzweil Declaration to disclose any pertinent relationships that come to Greenberg Traurig's attention.

PROFESSIONAL COMPENSATION

21. Section 328(a) of the Bankruptcy Code authorizes the employment of a professional person on any reasonable terms and conditions of employment, including on an hourly basis. *See* 11 U.S.C. § 328(a). Greenberg Traurig intends to apply for compensation for professional services rendered in connection with these Chapter 11 Cases subject to the approval of this Court and in compliance with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, and orders of this Court, on an hourly basis, plus reimbursement of actual necessary expenses and other charges incurred by Greenberg Traurig. A statement pursuant to Rule 2016 of the Bankruptcy Rules and section 329 of the Bankruptcy Code is incorporated herein by reference.

22. Generally, Greenberg Traurig's hourly rates are in the following ranges:

Professional	Hourly Rate
Shareholders	\$615–\$2,250

Of Counsel	\$550–\$1,975
Associates	\$350–\$1,220
Legal Assistants/Paralegals	\$140–\$655

23. Greenberg Traurig has explained to the Debtors that the hourly rates set forth above (a) are set at a level designed to fairly compensate Greenberg Traurig for its work and to cover fixed and routine overhead expenses, (b) are standard for work of this nature inside or outside bankruptcy, and (c) remain subject to periodic, firm-wide adjustments in the ordinary course of Greenberg Traurig’s business.

24. It is Greenberg Traurig’s policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client’s case. The expenses charged to clients include, among other things, telecopier toll and other charges, mail and express mail charges, special or hand delivery charges, document processing, photocopying charges, travel expenses, expenses for working meals, computerized research, and transcription costs, as well as non-ordinary overhead expenses such as overtime for secretarial personnel and other staff. Greenberg Traurig will charge the Debtors’ estates for these expenses in a manner and at rates consistent with charges made generally to Greenberg Traurig’s clients outside of bankruptcy. Greenberg Traurig believes that these expenses should be fairly charged to the clients incurring them rather than to increase the hourly rates and spread the expenses among all clients.

25. In addition, Greenberg Traurig intends to seek compensation for all time and expenses associated with its retention in accordance with sections 330 and 331 of the Bankruptcy Code, the Complex Case Procedures, and any orders of this Court, including the preparation of this Application, the Kurzweil Declaration, and related documents, as well as any monthly fee statements or interim or final fee applications and related issues. Greenberg Traurig also intends

to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in *Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013* (the "Revised UST Guidelines"), both in connection with this Application and the interim and final fee applications to be filed by Greenberg Traurig in these Chapter 11 Cases.²

26. Other than as set forth herein, there is no proposed arrangement to compensate Greenberg Traurig. Greenberg Traurig has not shared, nor agreed to share, (a) any compensation it has received or may receive with any other party or person, other than with the shareholders, counsel, associates, and employees of Greenberg Traurig, or (b) any compensation another person or party has received or may receive.

COMPENSATION RECEIVED BY GREENBERG TRAUIG FROM THE DEBTORS

27. In the 90 days prior to the Petition Date, Greenberg Traurig received advance payment retainers from the Debtors in the aggregate amount of \$3,551,385.53, all of which have been applied to Greenberg Traurig's fees and expenses during that period. In addition, Greenberg Traurig received \$35,000 (the "Cost Advance") from the Debtors prior to the Petition Date for filing costs associated with filing the chapter 11 petitions for each of the Debtors. After application of the Cost Advance to the filing costs, Greenberg Traurig is holding \$240 (the "Cost Advance Balance"), which will be applied to costs incurred by Greenberg Traurig prior to the Petition Date.

² Further information regarding Greenberg Traurig's compliance with the Revised UST Guidelines is set forth in the Kurzweil Declaration.

SUPPORTING AUTHORITY

28. The Debtors seek retention of Greenberg Traurig as their attorneys pursuant to section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to Court approval:

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

11 U.S.C. § 327(a).

29. Additionally, pursuant to section 328(a) of the Bankruptcy Code, the Debtors “with the court’s approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a). Section 328(a) of the Bankruptcy Code permits compensation of professionals on flexible terms that reflect the nature of their services and market conditions.

30. Furthermore, Bankruptcy Rule 2014(a) requires that an application for retention include:

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

Fed. R. Bankr. P. 2014.

31. The Debtors submit that for all the reasons stated above and in the Hede Declaration, the employment and retention of Greenberg Traurig as counsel to the Debtors is warranted. Further, as demonstrated by the Kurzweil Declaration, Greenberg Traurig is a

“disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors’ estates and has no connection to the Debtors, their creditors, or other parties in interest, except as disclosed in the Kurzweil Declaration.

**REQUEST FOR APPROVAL OF RETENTION OF
GREENBERG TRAURIG *NUNC PRO TUNC* TO THE PETITION DATE**

32. The Debtors request that Greenberg Traurig’s retention be approved *nunc pro tunc* as of the Petition Date to allow Greenberg Traurig to be compensated for the work performed for the Debtors prior to the Court’s consideration and approval of this Application. The Debtors submit that under the circumstances, given Greenberg Traurig’s provision of valuable services in the interim period and to avoid irreparable harm to the Debtors’ estates that may occur if Greenberg Traurig is not immediately retained, retroactive approval to the Petition Date is warranted.

NOTICE

33. Notice of this Application has been provided to: (i) the Office of the United States Trustee for the Northern District of Georgia; (ii) the parties included on the Debtors’ consolidated list of 30 largest unsecured creditors; (iii) counsel to the Debtors’ prepetition and postpetition lenders; and (iv) 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

34. No previous application for the relief sought herein has been made by the Debtors to this or any other court.

CONCLUSION

WHEREFORE, the Debtors respectfully request that this Court enter the Proposed Order granting the relief requested herein and such other and further relief as is just and proper.

Dated: March 21, 2025

/s/ Andrew D.J. Hede

Andrew D.J. Hede

Chief Restructuring Officer of the Debtors
and Debtors in Possession

Exhibit A

Proposed Order

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

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Joint Administration Requested)

Re: Docket No. ____

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF
GREENBERG TRAUIG, LLP AS COUNSEL FOR THE DEBTORS AND
DEBTORS IN POSSESSION, NUNC PRO TUNC TO THE PETITION DATE**

Upon the *Application of the Debtors for Entry of an Order Authorizing the Employment and Retention of Greenberg Traurig, LLP as Counsel for the Debtors and Debtors in Possession, Nunc Pro Tunc to the Petition Date* (the “Application”);² and upon the *Declaration of David B. Kurzweil in Support of Application of the Debtors for Entry of an Order Authorizing the Employment and Retention of Greenberg Traurig, LLP as Counsel for the Debtors and Debtors in Possession, Nunc Pro Tunc to the Petition Date*, attached to the Application as **Exhibit B** (the “Kurzweil Declaration”) and the *Declaration of Andrew D.J. Hede in Support of Application of the Debtors for Entry of an Order Authorizing the Employment and Retention of Greenberg Traurig, LLP as Counsel for the Debtors and Debtors in Possession, Nunc Pro Tunc to the Petition Date*, attached to the Application as **Exhibit C** (the “Hede Declaration”); and upon the statements of counsel in support of the relief requested in the Application at the hearing before the Court; and

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

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

the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”); and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b) and this Court having jurisdiction to enter a final order consistent with Article III of the United States Constitution; and venue of these Chapter 11 Cases and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and this Court being satisfied based on the representations made in the Application and in the Kurzweil Declaration that (a) Greenberg Traurig does not hold or represent an interest adverse to the Debtors’ estates and (b) Greenberg Traurig is a “disinterested person” as defined in section 101(14) of the Bankruptcy Code as modified by section 1107(b) of the Bankruptcy Code, and as required by section 327(a) of the Bankruptcy Code; and this Court having found that the relief requested in the Application is in the best interests of the Debtors’ estates, their creditors and other parties in interest; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and after due deliberation thereon; and this Court having reviewed the Application and having heard statements in support of the Application at a hearing held before this Court; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED to the extent provided herein.
2. The terms of the Engagement Letter are approved in all respects, including without limitation, the rates of Greenberg Traurig professionals set forth therein and in the Application.
3. The Debtors are authorized, pursuant to sections 327(a), 328(a) and 1107(b) of the

Bankruptcy Code, Bankruptcy Rules 2014(a), 2016(b), and 5002, and the Complex Case Procedures, to retain and employ Greenberg Traurig as counsel to the Debtors in the above-captioned Chapter 11 Cases upon the terms and conditions as set forth in the Application *nunc pro tunc* to the Petition Date.

4. Greenberg Traurig shall be compensated in accordance with the procedures set forth in the Application, sections 330 and 331 of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, Local Rules of the United States Bankruptcy Court for the Northern District of Georgia, the Complex Case Procedures, and further Orders of this Court.

5. To the extent the Application or the Engagement Letter is inconsistent with this Order, the terms of this Order shall govern.

6. Notwithstanding any Bankruptcy Rule to the contrary, this Order shall be immediately effective and enforceable upon its entry.

7. Any Cost Advance Balance held by Greenberg Traurig shall be applied to costs incurred by Greenberg Traurig prior to the Petition Date.

8. Greenberg Traurig will make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in *Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013* (the "Revised UST Guidelines"), both in connection with this Application and the interim and final fee applications to be filed by Greenberg Traurig in these Chapter 11 Cases.

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

10. The Court shall retain jurisdiction with respect to all matters arising from or related

to the implementation and/or interpretation of this Order.

11. Any party in interest shall have 21 days from the service of this Order to file an objection to the Application and/or the relief provided in this Order.

12. If an objection is timely filed, counsel for the Debtors will set the Application and all such objections for hearing pursuant to the Court's Open Calendar Procedures.

13. If no objection to this Order is timely filed, this Order shall be a final Order approving the Application.

14. Proposed counsel for the Debtors, through Kurtzman Carson Consultants, LLC, dba Verita Global, as the Debtors' claims and noticing agent (the "Claims and Noticing Agent"), shall, within three days of the entry of this Order, cause a copy of this Order to be served by electronic mail or first class mail, as applicable, on all parties served with the Application, and the Claims and Noticing Agent shall file promptly thereafter a certificate of service confirming such service.

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)

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Email: kurzweild@gtlaw.com

petriem@gtlaw.com

*Proposed Counsel for the Debtors and
Debtors in Possession*

Exhibit B

Kurzweil Declaration

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

In re: AFH AIR PROS, LLC, <i>et al.</i> , ¹ Debtors.	Chapter 11 Case No. 25-10356 (PMB) (Jointly Administered)
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DECLARATION OF DAVID B. KURZWEIL IN SUPPORT OF APPLICATION OF THE DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF GREENBERG TRAUIG, LLP AS COUNSEL FOR THE DEBTORS AND DEBTORS IN POSSESSION, NUNC PRO TUNC TO THE PETITION DATE

I, David B. Kurzweil, declare under penalty of perjury:

1. I am a shareholder at the law firm of Greenberg Traurig, LLP (“Greenberg Traurig”), which maintains offices throughout the world, including the office in which I am resident located at Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305.

2. I am admitted in, practicing in, and a member in good standing of the bars of the State of Georgia and the State of New York. I also am a member in good standing of the bars of the United States District Courts for the Northern District of Georgia, Middle District of Georgia, 11th Circuit Court of Appeals, and U.S. Supreme Court.

3. I submit this declaration (the “Declaration”) on behalf of Greenberg Traurig in support of the application (the “Application”) of the above-captioned debtors and debtors in possession pursuant to sections 327(a), 328(a), 330 and 1107(b) of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal

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.

Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”), for entry of an order authorizing the retention and employment of the law firm of Greenberg Traurig as counsel to the Debtors, *nunc pro tunc* to the Petition Date.

4. Pursuant to *Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013* (the “Revised UST Guidelines”), Greenberg Traurig makes certain disclosures herein.

5. Except as otherwise indicated herein, I have personal knowledge or have inquired of the matters set forth herein and, if called as a witness, would testify competently thereto.²

RETENTION OF GREENBERG TRAUIG

6. Greenberg Traurig is an international law firm with more than 2,750 attorneys in 49 offices, including an office in Atlanta, Georgia which is within the jurisdiction of the United States Bankruptcy Court for the Northern District of Georgia where these Chapter 11 Cases are pending. The members of the firm practice in almost every practice area, including bankruptcy, workouts, finance, litigation, business, tax, labor, corporate, employment, securities, and commercial law. Greenberg Traurig also has extensive experience and knowledge in the fields of debtor and creditor rights and business reorganizations under chapter 11 of the Bankruptcy Code.

7. Greenberg Traurig is also familiar with the Debtors’ businesses and financial affairs. Greenberg Traurig has provided legal services to the Debtors since approximately December 2020 in connection with various matters, including corporate governance, mergers and

² Certain of the disclosures herein relate to matters within the knowledge of other attorneys and/or employees at Greenberg Traurig.

acquisitions, litigation, and banking and finance advice. In addition, prior to the commencement of these Chapter 11 Cases, Greenberg Traurig assisted the Debtors in their negotiations with their secured creditors and other stakeholder groups, and in preparing for the filing of these Chapter 11 Cases. In these and other matters, Greenberg Traurig's professionals have worked closely with the Debtors' management and other professionals and, as a result, have become well acquainted with the Debtors' history, business operations, capital and corporate structure and related matters. Accordingly, Greenberg Traurig has developed substantial knowledge regarding the Debtors that will result in effective and efficient services in these Chapter 11 Cases. The engagement letter dated February 22, 2025, is attached hereto as **Attachment 3** (the "Engagement Letter").

8. I believe that Greenberg Traurig has the resources and experience necessary to assist the Debtors in these Chapter 11 Cases.

SCOPE OF EMPLOYMENT

9. The professional services that Greenberg Traurig expects to render to the Debtors include, but shall not be limited to, the preparation, filing and prosecution of chapter 11 bankruptcy cases, including without limitation:

- a. providing legal advice with respect to the Debtors' powers and duties as debtors in possession in the continued operation of their business and management of their property;
- b. negotiating, drafting, and pursuing all documentation necessary in these Chapter 11 Cases;
- c. preparing, on behalf of the Debtors, applications, motions, answers, orders, reports, and other legal papers necessary to the administration of the Debtors' estates;
- d. appearing in Court and protecting the interests of the Debtors before the Court;
- e. assisting with any disposition of the Debtors' assets, by sale or otherwise;

- f. negotiating and taking all necessary or appropriate actions in connection with a plan or plans of reorganization and all related documents thereunder and transactions contemplated therein;
- g. attending meetings and negotiating with representatives of creditors, the United States Trustee, and other parties-in-interest;
- h. providing legal advice, including, but not limited to, advice regarding bankruptcy law, corporate law, corporate governance, securities, employment, transactional, tax, labor, litigation, and intellectual property law to the Debtors in connection with the Debtors' ongoing business operations;
- i. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;
- j. performing other legal services for, and providing other necessary legal advice to, the Debtors, which may be necessary and proper in these Chapter 11 Cases; and
- k. providing other related services as requested by the Debtors and reasonably acceptable to Greenberg Traurig.

10. To the extent the Debtors seek to retain other professionals, Greenberg Traurig will take appropriate steps and coordinate with each of the Debtors' other professionals to avoid unnecessary duplication of efforts.

GREENBERG TRAUIG'S DISCLOSURE PROCEDURES

11. To the best of my knowledge and information after due inquiry, and except as disclosed herein, Greenberg Traurig has no known connection with the Debtors, their creditors, any other party-in-interest herein, or their respective attorneys or professionals and does not hold or represent any entity having an adverse interest in connection with these Chapter 11 Cases. For so long as Greenberg Traurig represents the Debtors, and absent further order of this Court, Greenberg Traurig will not represent any entity other than the Debtors in connection with these Chapter 11 Cases.

12. As more fully described hereinafter, Greenberg Traurig maintains a computer client database (the “Client Database”) containing the names of all of Greenberg Traurig’s current and former clients and, where practical, the known affiliates of those clients. In connection with preparing this Declaration, I caused to be submitted to, and caused to be checked against, the Client Database those potentially interested parties in these Chapter 11 Cases listed in **Attachment 1** hereto, which party names were provided to Greenberg Traurig by the Debtors (collectively, the “Potentially Interested Parties”) and which excludes the Debtors’ employees (except to the extent that an employee has any pending, threatened, or anticipated litigation against one or more of the Debtors) and the Debtors’ customers (except to the extent that a customer has any pending, threatened, or anticipated litigation against one or more of the Debtors). Greenberg Traurig compared the names of the Potentially Interested Parties against the Client Database.

13. Greenberg Traurig’s inquiry revealed that certain of the Potentially Interested Parties are current or former (within the last three years) Greenberg Traurig clients (a list of such parties is attached hereto as **Attachment 2**, incorporated herein by reference, and is referred to as the “Client Match List”). Through the information generated from the above-mentioned computer inquiry, and through follow-up inquiries with Greenberg Traurig attorneys responsible for certain clients listed on the Client Match List to the extent necessary, Greenberg Traurig determined that its representation of those clients on the Client Match List concerns matters unrelated to the Debtors and these Chapter 11 Cases.

14. Through a firm-wide email, Greenberg Traurig has solicited or will solicit information from its attorneys to determine whether any attorneys employed by Greenberg Traurig are related to the Bankruptcy Judge presiding over these Chapter 11 Cases, the United States Trustee for Region 21, or any attorney known by Greenberg Traurig to be employed in the Office

of the United States Trustee serving the Northern District of Georgia or are equity security holders of any of the Debtors. No such connections have been discovered to date. To the extent any information is received in response to the email that needs to be disclosed, Greenberg Traurig will file a supplemental declaration including such disclosures.

15. Greenberg Traurig maintains and systematically updates its Client Database in the ordinary course of business, and it is the regular practice of Greenberg Traurig to make and maintain these records. The Client Database maintained by Greenberg Traurig is designed to include every matter on which Greenberg Traurig is now or has been engaged, the entity by which Greenberg Traurig is now or has been engaged, and, in each instance, the identity of related parties and adverse parties and the name of the attorney at Greenberg Traurig that is knowledgeable about the matter. It is the policy of Greenberg Traurig that no new matter may be accepted or opened without completing and submitting to those charged with maintaining the Client Database, the information necessary to check each such matter for conflicts, including the identity of the prospective client, the matter, and related and adverse parties. Accordingly, the Client Database is regularly updated for every new matter undertaken by Greenberg Traurig.

16. With more than 2,750 lawyers worldwide, Greenberg Traurig has connections with certain creditors and other parties-in-interest in these Chapter 11 Cases. Those connections include representation of the entity, an affiliate, or related party, as well as representation of parties adverse to such parties, affiliates, or related parties. In addition to the connections disclosed herein and in the Client Match List, it is possible that Greenberg Traurig and certain of its shareholders, counsel, and associates may have in the past represented, may currently represent, and may in the future represent parties-in-interest of the Debtors in connection with matters unrelated to the Debtors or these Chapter 11 Cases. Moreover, Greenberg Traurig appears in many cases, proceedings, and

transactions involving different attorneys, financial consultants, and investment bankers, some of which may now or in the future represent the Debtors, Potentially Interested Parties, or other parties-in-interest in these Chapter 11 Cases. From time to time, Greenberg Traurig will supplement this Declaration to the extent necessary.

17. None of Greenberg Traurig's representations of any of the parties-in-interest in matters unrelated to the Debtors or these Chapter 11 Cases accounted for more than 2% of Greenberg Traurig's aggregate revenues during fiscal year 2024 or 2025 to date. Thus, I do not believe that any such engagement comprises a material component of Greenberg Traurig's practice.

18. As in any complex chapter 11 case, however, it may become necessary for the Debtors to pursue legal action against certain parties who appear on the Client Match List. In that event, to the extent required by the Bankruptcy Code or applicable ethical rules governing the conduct of attorneys and law firms, the Debtors will retain and assign conflicts counsel with the task of pursuing such matters. The Debtors will request entry of an order authorizing them to employ conflicts counsel in these Chapter 11 Cases to represent them in matters that Greenberg Traurig may be unable to handle due to potential conflicts of interest.

DISINTERESTEDNESS

19. Based on the foregoing and except as otherwise set forth herein, neither I, Greenberg Traurig, nor any shareholder, of counsel, or associate thereof, insofar as I have been able to ascertain based on the information currently available to me, represents any interest adverse to the Debtors in these Chapter 11 Cases or related to the matters for which Greenberg Traurig is to be engaged. To the best of my knowledge, information, and belief, Greenberg Traurig is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code. In

addition to the parties listed in the Client Match List, Greenberg Traurig makes the following additional disclosures:

- a. Greenberg Traurig has represented and will continue to represent Exuma Partners Fund 1 LLLP and its affiliates (collectively, the “Exuma Entities”) in connection with various matters unrelated to these Chapter 11 Cases. As of the date hereof, an Exuma Entity has submitted a bid in connection with the proposed sale process for certain of the Debtors’ assets. Greenberg Traurig will not represent any Exuma Entity in any matter relating to the Debtors during these Chapter 11 Cases, including with respect to the proposed sale process.

20. In addition, the Debtors have hundreds of thousands of current and former customers, and it would be impractical to conduct a detailed search of Greenberg Traurig’s Client Database for connections to all customers of the Debtors. Even if it were practical to search current and former customers, many of these parties would have common or similar names. Accordingly, Greenberg Traurig will address any potential connections or relationships to customers if any such connections come to Greenberg Traurig’s attention during these Chapter 11 Cases and will promptly supplement this Declaration to disclose such connections.

21. Greenberg Traurig will continue to conduct periodic conflicts analyses to determine whether it is performing or has performed services for any significant parties in interest in these Chapter 11 Cases and Greenberg Traurig will promptly update this Declaration to disclose any material developments regarding the Debtors or any other pertinent relationships that come to Greenberg Traurig’s attention. Based on the foregoing, to the best of my knowledge and belief, insofar as I have been able to ascertain after reasonable inquiry:

- b. Neither Greenberg Traurig nor any attorney at Greenberg Traurig holds or represents an interest adverse to the Debtors’ estates;
- c. Neither Greenberg Traurig nor any attorney at Greenberg Traurig is a creditor, equity security holder, or an insider of the Debtors, except that Greenberg Traurig previously has rendered legal services to the Debtors for which it has been compensated as disclosed below;

- d. Neither Greenberg Traurig nor any attorney at Greenberg Traurig is or was, within two years before the Petition Date, a director, officer, or employee of the Debtors; and
- e. Greenberg Traurig does not have an interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors, or for any other reason.

PROFESSIONAL COMPENSATION

22. In the 90 days prior to the Petition Date, Greenberg Traurig received advance payment retainers from the Debtors in the aggregate amount of \$3,551,385.53, all of which have been applied to Greenberg Traurig's fees and expenses during that period.³ In addition, Greenberg Traurig received \$35,000 (the "Cost Advance") from the Debtors prior to the Petition Date for filing costs associated with filing the chapter 11 petitions for each of the Debtors. After application of the Cost Advance to the filing costs, Greenberg Traurig is holding \$240, which will be applied to costs incurred by Greenberg Traurig prior to the Petition Date.

23. Greenberg Traurig intends to apply for compensation for professional services rendered in connection with these Chapter 11 Cases subject to the approval of this Court and in compliance with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, and orders of this Court, on an hourly basis, plus reimbursement of actual necessary expenses and other charges incurred by Greenberg Traurig. Greenberg Traurig also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the Revised UST Guidelines, both in connection with this Application and the interim and final fee applications to be filed by Greenberg Traurig in these Chapter 11 Cases.

24. Generally, Greenberg Traurig's hourly rates are in the following ranges:

³ These amounts do not include \$34,760 received in advance for the filing costs associated with filing the chapter 11 petitions for each of the Debtors.

Professional	Hourly Rate
Shareholders	\$615–\$2,250
Of Counsel	\$550–\$1,975
Associates	\$350–\$1,220
Legal Assistants/Paralegals	\$140–\$655

25. Greenberg Traurig has explained to the Debtors that the hourly rates set forth above (a) are set at a level designed to fairly compensate Greenberg Traurig for its work and to cover fixed and routine overhead expenses, (b) are standard for work of this nature inside or outside bankruptcy, and (c) remain subject to periodic, firm-wide adjustments in the ordinary course of Greenberg Traurig’s business.

26. It is Greenberg Traurig’s policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client’s case. The expenses charged to clients include, among other things, telecopier toll and other charges, mail and express mail charges, special or hand delivery charges, document processing, photocopying charges, travel expenses, expenses for working meals, computerized research, and transcription costs, as well as non-ordinary overhead expenses such as overtime for secretarial personnel and other staff. Greenberg Traurig will charge the Debtors’ estates for these expenses in a manner and at rates consistent with charges made generally to Greenberg Traurig’s clients outside of bankruptcy. Greenberg Traurig believes that these expenses should be fairly charged to the clients incurring them rather than to increase the hourly rates and spread the expenses among all clients.

27. In addition, Greenberg Traurig intends to seek compensation for all time and expenses associated with its retention in accordance with sections 330 and 331 of the Bankruptcy Code and any orders of this Court, including the preparation of this Application, this Declaration,

and related documents, as well as any monthly fee statements or interim or final fee applications and related issues.

28. Pursuant to Part D1 of the Revised UST Guidelines, Greenberg Traurig hereby provides the following responses:

Questions Required by Part D1 of Revised UST Guidelines	Answer
Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?	No.
Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?	No.
If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and reasons for the difference	The material financial terms for the prepetition engagement remained the same, except that on January 1, 2025, Greenberg Traurig increased certain hourly rates in accordance with its historical practice and procedures.
Has your client approved your respective budget and staffing plan, and, if so, for what budget period?	The Debtors and Greenberg Traurig expect to develop a prospective budget and staffing plan, recognizing that in the course of these Chapter 11 Cases, there may be unforeseeable fees and expenses that will need to be addressed by the Debtors and Greenberg Traurig.

29. Other than as set forth herein, there is no proposed arrangement to compensate Greenberg Traurig. Greenberg Traurig has not shared, nor agreed to share, (a) any compensation it has received or may receive with any other party or person, other than with the shareholders,

counsel, associates, and employees of Greenberg Traurig, or (b) any compensation another person or party has received or may receive.

**REQUEST FOR APPROVAL OF RETENTION OF GREENBERG TRAUIG
NUNC PRO TUNC TO THE PETITION DATE**

30. Greenberg Traurig has also requested, and the Debtors have agreed, that Greenberg Traurig's retention be approved *nunc pro tunc* to the Petition Date, in order to allow Greenberg Traurig to be compensated for the work it has performed and is expected to perform for the Debtors following the Petition Date but prior to the Court's consideration and approval of this Application. Under the circumstances, retroactive approval to the Petition Date is warranted.

31. By reason of the foregoing, I believe Greenberg Traurig is eligible for employment and retention by the Debtors pursuant to sections 327(a) of the Bankruptcy Code and applicable Bankruptcy Rules.

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

Dated: March 21, 2025

/s/ David B. Kurzweil

David B. Kurzweil
Shareholder

ATTACHMENT 1

LIST OF POTENTIALLY INTERESTED PARTIES

The following names were compared to Greenberg Traurig's Client Database.

Debtors

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

Bankruptcy Court Staff/ND GA

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

Bankruptcy Judges/ND Georgia

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

Banks and Financial Institutions

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

Insurance Providers/Broker

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

Trustmark Insurance Co.
Underwriters at Lloyd's London

Bonds

Atlantic Specialty Insurance Company
Merchants Bonding Company (Mutual)

Counsel to Lenders

Latham & Watkins
Sheppard, Mullin, Richter & Hampton LLC

Ligation Parties

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

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

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

Wright Total Indoor Comfort
Wright, Jenny
Wright, Stephen
Wyatt, Latoria
Yoakam, Bonn

Local, State and Federal Taxing Authorities

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

Other Local, State or Federal Authorities

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

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

The Boca Raton Building Department
The Collier County Board of County
Commissioners
The Sunny Isles Beach (SIB) Building
Department
The VNPB (North Palm Beach) Building
Department
Town of South Palm Beach
Village of Royal Palm Beach Florida
Washington Attorney General
Wellington Utilities

Owners

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

Stalking Horse Bidder Parties

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

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

Parties to Contracts

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

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

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

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

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

Thermal Supply I	2801 Evans Street LLC
Thomas Engineering Group	30590 LA16, LLC
Thomson Power Systems	Atlanta Industrial TT, LLC c/o Investcorp
To Your Success	International Realty, Inc.
Tradeshift	Atlanta Industrial TT, LLC c/o Taurus
Tropic Supply Inc.	Investment Holdings, LLC
TSYS	Barken, LLC
Uber	Black Horse, LLC - Property Managers
Unifirst	Boca Raton Business Park Trust, Inc.
Unify360	Cary C. Collins, Trustee & Joyce Collins,
United Refrig	Trustee for Cary C. Collins & Joyce Collins
United Rentals	Trust
UPS	Chad Setchell
Upwork	Cushman and Wakefield Inc.
USPS	D & D Investments, LLC
Vacherie Fuel Corporation	Daniel Blalock and Anne Blalock
Valassis Direct Mail, Inc	Doug Tauzin Holdings, L.L.C.
Valley Supply Company of Houma	Eminent Investments, LLC
Vehicle R&M	EQT Exeter Industrial REIT VI, LLC
Vetcor	Farland Holding, LLC
Victor Distributing Company	Flournoy & Calhoun
Vista Print	Graham and Graham LTD
Vivint	Green Plantation LLC
V-Net Consulting	Helix Florida 1 Logistics Asset LLC
Volusion, LLC	HLD Properties LLC
VotaCall	Investments Limited
Walker Electric Supply	Jones Walker LLP
Wellington	Lagrange Airforce Heating and Air, LLC
Winston Water Cooler Ltd	Lake Shore Real Estate Development LLC
Winsupply	MB Plano Road, LLC
Wittichen Supply	MVC Technologies USA
Wolverine Brass	NW Family, LLC
World Elec Sply	Porter Properties, LLC
Wpb Dev Serv Online	Sandman Investment Group LLC
WRCS Cleaning Up 4U	Stampler Auctions
Wright Express	Tauzin Group Holdings, LLC
WTVM	The Taratoot Company, Inc.
Xpress-Pay	Trunk - Seaway Business Park LLC
York Int	Vilas Law Firm
Zapier	Zerimar 1500, LLC
Zoho	
Zoom.Us	

Parties to Leases

11055 Plano Road, LLC
2609 Cameron Street, LLC

Professionals

Accordion
CBIZ
Dentons Sirote PC
Firestone Greenberger PLLC

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

Other Creditors/Vendors

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

Susan D. Frank
Timothy W. Childs
Todd P. Boyd
United Subrogation Associates

Lenders

Alter Domus (US) LLC
Co Finance LVS XXII LLC
OC III LVS LXI LP

Litigation (Attorneys)

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

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

Current and Former Officers and Directors

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

Third Party Finance Providers

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

United States Trustee/Atlanta Office

Adriano O. Iqbal
Alan Hinderleider
Allison Cleary
Anne Cabrera
Beth Brown
Chevonne Ducille
David Weidenbaum
Deborah R. Jackson
Donavan Slack
Jonathan S. Adams
Lindsay Kolba
Lisa Smoot
Martin P. Ochs

Mary Ida Townson, U.S. Trustee
Michele Stephens-Taylor
R. Jeneane Treace, Assistant U.S. Trustee
Randal D. Ennever
Roslyn Dowdy
Roxana Peterson
Scarlett L. Aldaz
Tara Kelly

Utilities

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

Workers Comp Claimants

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

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

ATTACHMENT 2

CLIENT MATCH LIST

Greenberg Traurig may currently represent or within the last three years may have represented the following Potentially Interested Parties or persons or entities that may be related to or affiliated with the Potentially Interested Parties in matters unrelated to the Debtors and their Chapter 11 Cases.

Due to the similarity of names of certain entities and individuals, Greenberg Traurig has included on the Client Match List certain Parties in Interest that may be current or former clients or affiliates of current or former clients. Greenberg Traurig may amend this Attachment to remove clients/client affiliates that it discovers are not related to Parties in Interest. However, out of an abundance of caution and in the interest of providing timely disclosures, Greenberg Traurig has listed these parties herein.

All names marked with an asterisk (*) are individuals who are creditors of the Debtors. Greenberg Traurig has been unable to ascertain whether individual clients with the same names as such individual creditors are in fact the same individuals; however, its representation of such individual clients is not related to the Debtors or these Chapter 11 Cases.

Name of Entity Searched	Brief Description of Relationship
Accordion	Current Client
ACTA	Current Client
Adobe	Current Client
Advance Auto Parts	Current Client
Aeroseal, LLC	Current Client
Airgas LLC	Current Client
Akerman LLP	Current Client
Ally Bank	Current Client
Alpine Investors	Current Client
Alter Domus (US) LLC	Current Client
Amazon	Current Client
American Airlines	Current Client

American Eagle	Current Client
American Express	Current Client
AmTrust	Current Client
Any Hour LLC	Former Client
Apex Service Partners	Current Client
Argonaut Insurance Company	Current Client
AT&T	Current Client
Atlanta Industrial TT, LLC	Affiliate of Current Client
Bank of America	Current Client
Berkshire Hathaway Guard	Affiliate of Current Client
Bestbuy	Current Client
Blue Cross Blue Shield (Alabama)	Current Client
Capital One	Current Client
Cascade Services	Former Client; Affiliate of Current Client
Cintas Corporation	Current Client
City Electric Supply	Current Client
City of Arlington	Current Client
City of Coral Springs	Current Client
City of Delray Beach	Current Client
City of West Palm Beach	Current Client
Co Finance LVS XXII LLC	Affiliate of Current Client
Columbia Home Services	Current Client
Continental Casualty Company	Current Client
Colorado Department of Local Affairs Division of Property Taxation	Current Client (State of Colorado, Department of the Treasury)

Comcast	Current Client
Crisdel Group	Current Client
Dentons Sirote PC	Affiliate of Current Client
Dex Media, Inc.	Current Client
Douglas Anthony Perera, Jr.*	Current Client
Duke Energy	Affiliate of Current Client
Easy Ice	Current Client
Endurance Assurance Corporation	Current Client
Entergy	Current Client
Enterprise FM Trust	Affiliate of Current Client
EQT Exeter Industrial REIT VI, LLC	Current Client
Expedia	Current Client
Exxon Mobile	Current Client
Exuma Capital Partners	Current Client
FACC Services Group	Former Client
Facebook	Current Client
FedEx	Current Client
Ferguson	Current Client
Florida Power & Light	Current Client
Forward Financing LLC	Current Client
Gallagher (Florida)/BCS Insurance Company	Current Client
Generac Power System	Former Client
GFL Environmental Inc.	Current Client
GM Financial	Current Client

GoDaddy	Current Client
Google	Current Client
Gordon, Fournaris & Mammarella, P.A.	Current Client
Grainger Industrial Supply	Current Client
Helix Florida 1 Logistics Asset LLC	Current Client
Hiscox C-Suite	Current Client
Hiscox – Underwriters at Lloyd’s of London	Current Client
Integrated Power Services (IPS)	Current Client
IMA	Current Client
Intuit	Current Client
James Garner*	An individual named James Garner is a former client of GT. No time has been billed to Mr. Garner since 2022. James Garner may be the same James Garner listed on <u>Attachment 1</u> .
JAMF Software LLC	Current Client
Jefferies	Current Client
JPMorgan Chase Bank	Current Client
Kohler Co.	Current Client
KPMG	Current Client
Kroll, LLC	Current Client
Lennox International	Current Client
LinkedIn	Current Client
Mailchimp	Current Client
McKinley, Ryan*	Former Client
Metropolitan Life Insurance Co.	Current Client

Miami Dolphins	Current Client
Microsoft	Current Client
Mingledorff	Current Client
Morgan & Morgan	Current Client
OC III LVS LXI LP	Affiliate of Current Client
Office Depot	Current Client
O'Neill, Peter*	Current Client
Orlando Utilities	Current Client
Palm Beach County Property Appraiser	Current Client (Palm Beach County)
Pikes Peak Regional Building Department	Current Client
Pinellas County	Current Client
Pitney Bowes, Inc.	Current Client
PNC Bank	Current Client
Power Distributors	Power Distributors may be a former client of GT, however no time was ever billed on account of any matter for Power Distributors.
Puget Sound Energy	Current Client
Republic Services	Current Client
Ringcentral Inc.	Current Client
Rodriguez, Anthony*	Current Client
Sage Software	Current Client
Service Titan, Inc.	Current Client
Sinclair Broadcast Group	Current Client
Starr Indemnity & Liability Company	Current Client
State Farm	Current Client

Stericycle, Inc.	Current Client
Sumter County	Affiliate of Current Client
The Home Depot	Current Client
THRYV, Inc.	Current Client
T-Mobile	Current Client
Tradeshift	Current Client
Trane U.S. Inc.	Affiliate of Current Client
Trive Capital	Current Client
TSYS	Current Client
Uber	Current Client
Underwriters at Lloyd's London	Current Client
United Rentals	Current Client
UPS	Current Client
Upwork	Upwork is potentially a former client of GT, however no time was ever billed on account of any matter for Upwork.
Valley National Bank	Current Client
Vivint	Current Client
Waste Connections of Co., Inc.	Former Client
Waste Management	Current Client
Waste Pro – West	Affiliate of Current Client
Wells Fargo	Current Client

ATTACHMENT 3
(Engagement Letter)



David B. Kurzweil
Tel. 678.553.2680
Kurzweild@gtlaw.com

February 22, 2025

VIA EMAIL – lhirsh9999@gmail.com

Lawrence R. Hirsh
Director/Independent Manager
Air Pros Solutions Holdings, LLC
150 S. Pine Island Road, Suite 200
Plantation, FL 33324

Re: Greenberg Traurig, LLP’s Representation of
Air Pros Solutions Holdings, LLC and affiliates

Dear Lawrence,

Thank you for agreeing to engage Greenberg Traurig, LLP (“Greenberg Traurig” or “GT”) as attorneys to Air Pros Solutions Holdings, LLC (together with its affiliates including without limitation those affiliates listed on Exhibit A attached hereto, hereinafter collectively referred to as the “Company”). We appreciate the opportunity to provide legal services to the Company (also referred to herein as “you” or “Client”).

1. **Our Agreement.** This letter sets forth the terms and conditions by which our firm will represent the Company. It, together with our attached Billing Policies, constitutes the retainer and engagement agreement (“Agreement”) between the Company and Greenberg Traurig. This is our only agreement for this engagement.

If this Agreement is acceptable, please sign and return a copy to me at your earliest convenience; the original is for your files. While we request a signed copy for our records, if you do not return a signed copy, unless we otherwise agree to different terms in a signed writing, this Agreement will be effective if any services as to the Subject Matter defined below are rendered by us and accepted by you. Either your return of a signed copy or acceptance of services rendered will constitute your assent to this Agreement and make it effective as the contract governing this engagement (“Your Assent to this Agreement”).

2. **Scope of Engagement:**

(a) **The Engagement and Matter.** Our representation of the Company in this engagement shall include, without limitation, the following:

- ALBANY
- AMSTERDAM
- ATLANTA
- AUSTIN
- BERLIN[~]
- BOCA RATON
- BOSTON
- CHICAGO
- DALLAS
- DELAWARE
- DENVER
- FORT LAUDERDALE
- HOUSTON
- LAS VEGAS
- LONDON^{*}
- LOS ANGELES
- MEXICO CITY^{*}
- MIAMI
- MILAN^{**}
- NEW JERSEY
- NEW YORK
- NORTHERN VIRGINIA
- ORANGE COUNTY
- ORLANDO
- PHILADELPHIA
- PHOENIX
- ROME^{**}
- SACRAMENTO
- SAN FRANCISCO
- SEOUL⁻
- SHANGHAI
- SILICON VALLEY
- TALLAHASSEE
- TAMPA
- TEL AVIV[^]
- TOKYO[⊠]
- WARSAW⁻
- WASHINGTON, D.C.
- WESTCHESTER COUNTY
- WEST PALM BEACH

[~] OPERATES AS GREENBERG TRAUIG GERMANY, LLP
^{*} OPERATES AS A SEPARATE UK REGISTERED LEGAL ENTITY
^{*} OPERATES AS GREENBERG TRAUIG, S.C.
[~] STRATEGIC ALLIANCE
⁻ OPERATES AS GREENBERG TRAUIG LLP FOREIGN LEGAL CONSULTANT OFFICE
[^] A BRANCH OF GREENBERG TRAUIG, P.A., FLORIDA, USA
[⊠] OPERATES AS GT TOKYO HORITSU JIMUSHO
⁻ OPERATES AS GREENBERG TRAUIG GRZESIAK SPK.

Lawrence R. Hirsh
February 23, 2025
Page 2

(i) Legal analysis (specifically excluding regulatory and tax matters) relating to any sale of assets, and any other proposed restructuring or workouts related to the Company or one or more of its affiliates;

(ii) Assist with the negotiation and sale of any Company assets;

(iii) Restructuring services which may include, without limitation, the following:

(1) A review of the Company's debt documents, material agreements, leases, contracts, and corporate structure in order to identify and advise with respect to a possible financial restructuring of the Company;

(2) An evaluation of various alternatives available to the Company, and development of a strategy to effectuate a financial restructuring;

(3) The preparation, filing and prosecution of chapter 11 bankruptcy cases, including without limitation, all court filings and appearances related thereto, negotiations and documentation of a chapter 11 plan of confirmation and disclosure statement, negotiations with the Company's creditors concerning use of cash collateral, debtor-in-possession financing, and the sale of assets, if any;

(4) Working with the Company's lenders, creditors and other parties-in-interest regarding all matters related to (1), (2) and (3) above; and

(iv) Such other matters as requested by the Company in connection with the issues outlined above.

The foregoing shall hereinafter be referred to as the "*Subject Matter*". You and Greenberg Traurig or an affiliate of Greenberg Traurig (collectively "*GT*" or "*we*" or "*us*") may agree to limit or expand the scope of the Subject Matter, but that will occur and be effective only if agreed in writing by both you and us, with a specific delineation of the nature and scope of such further services. Further, we and you or one of your affiliates may also agree upon other or further representations by GT. If that occurs, unless otherwise agreed in writing, this Agreement will also apply to and govern such other or further representations.

(b) **The Client.** The Company (such term includes the affiliated entities outlined on Exhibit A attached hereto) is the only client for this engagement. Because of the proliferation of entities partially or wholly owned by or owning other entities, and the confusion and issues this creates regarding potential ethical and business conflicts of interest, GT does not and will not regard an affiliate of a client entity (i.e., parent, subsidiary or other entity partially or wholly owned by or owning it) or a person owning, employed by or otherwise connected with the

Lawrence R. Hirsh
February 23, 2025
Page 3

client (e.g. officer, director, member, partner, shareholder, owner, employee, etc.) as a client of GT for any purpose unless a client-lawyer relationship has been established by an express written agreement accepting that specific entity or person as a GT client and identifying the matter on which GT has agreed to provide services. Similarly, GT will not regard a representation that is adverse to such an affiliate or person as adverse to the client being represented by GT under this Agreement or in any other matter to which this Agreement applies. Accordingly, if there is such an affiliate or person (other than those affiliated entities outlined on Exhibit A attached hereto) that you wish GT to regard as a client for conflict purposes, please specify that in writing before Your Assent to this Agreement; if any such entity or person is not expressly accepted in writing by GT as a client, it or he/she will not be a GT client.

(c) **Nature of Services.** We will provide only legal services pursuant to this engagement. We are not providing business, investment, insurance, accounting or other non-legal services. By way of example only, we are not advising you about the character or credit of those with whom you may be dealing (or agreeing to investigate such issues) or any other non-legal advice or aspects of the Subject Matter. You confirm that you are not looking to and may not rely on GT for those types of services.

Further, our acceptance of this engagement and representation of you is not an undertaking or acknowledgement that GT is or will be your general counsel or your attorney or advisor in any matter other than the Subject Matter, or that GT is representing or will represent you or your interests as to any other matter.

(d) **Corporate Transparency Act.** The Corporate Transparency Act requires that certain entities (both existing and newly formed) report to the Financial Crimes Enforcement Network (“*FinCEN*”) of the US Department of the Treasury the identity and other information about their beneficial owners and the persons who create them, and update and correct their reports to assure they are current, complete and accurate. That is the responsibility of the Client, not GT; and, regardless of whether GT advises or prepares documents as to your structure or ownership, GT will not be accepting or have any responsibility for such reporting or for storing or collecting information for it. If a GT attorney or paralegal is listed as a company applicant in your beneficial ownership report to FinCEN, their status as such will not alter your responsibility or that of the reporting company to submit the necessary information, including updates, to FinCEN. The responsibility of a GT person who acts as a company applicant will be limited to reporting and updating their own personal information with FinCEN.

(e) **Exclusions from Legal Services.** Unless expressly included in the Subject Matter, our services will not include advice relating to the tax implications or consequences of this engagement or the results of our representation.

(f) **No Continuing Obligation.** Subject only to possible obligations under the Rules of Professional Conduct (“*Ethics Rules*”) or law, we will have no continuing obligation to you concerning the Subject Matter or this engagement after it is ended. Our representation of you

Lawrence R. Hirsh
February 23, 2025
Page 4

thus does not constitute or include an obligation to advise you or represent you after this engagement is ended as to the Subject Matter, including without limitation in later proceedings or as to subsequent requirements you may have concerning the Subject Matter, or later legal or other developments that might have a bearing on your affairs or the Subject Matter.

(g) **Insurance Coverage.** You may have rights under insurance policies that entitle you to a defense or indemnification for potential losses, attorneys' fees or other rights in connection with the Subject Matter. GT may have experience addressing such issues; and, if so and you wish, GT will assist you as to such matters provided that will not create legal, ethical or business conflicts for GT and, in any event, subject to applicable legal and ethical limitations. However, that is not part of the Subject Matter; and this engagement does not include pursuit of coverage rights unless we have expressly agreed in writing to represent you as to such matters.

3. **Conflicts:** GT represents a broad group and spectrum of clients in a variety of legal matters. As a result, conflicts of interest may arise which, absent an effective conflict waiver, may adversely affect our ability to represent you or your affiliates in pending or future matters and your ability and that of other clients or potential clients to engage GT as their counsel. We wish to be fair to all clients, and to assure that they have the right and ability to use us or any other counsel of their choice. Accordingly, this Agreement confirms that:

(a) **Consent and Waiver.** You are comfortable (after having had sufficient opportunity to consider this Agreement and consult independent counsel to the extent you may wish) that you are adequately informed about the possibility and nature of such conflicts and potential conflicts and of the risks and consequences of them. Therefore, on the conditions stated in this paragraph, you, for yourself and your affiliates, to the fullest extent legally and ethically permissible: [i] waive any such actual or potential conflict which may be presented or occur as a result of this engagement; [ii] consent to GT's representation now or in the future of other present or future clients on any other matter, whether or not adverse to you or any of your affiliates (including without limitation in transactions, litigation, and other legal or ethical matters) except as stated below ("Permitted Adverse Representation"); and [iii] promise not to assert that this engagement or any other GT representation of you or your affiliates provides a basis for disqualifying GT from representing any other party in any Permitted Adverse Representation or creates or supports any claim of breach of duty against GT.

(b) **Conditions.** The above-stated waiver, consent and promise are conditioned upon GT's agreement that GT: [i] will not represent another client adverse to you in a matter substantially related to the Subject Matter or to any other matter in which GT is representing or has represented you or your affiliates; [ii] will screen those attorneys representing you or your affiliates from those attorneys representing other clients adverse to you or your affiliates; [iii] will not use or disclose your or your affiliates' confidential information which is not public unless permitted under applicable Ethics Rules, the law or a written agreement pertaining to such confidential information.

Lawrence R. Hirsh
February 23, 2025
Page 5

(c) **Continuation.** Subject to any limitations under the law and Ethical Rules, these waivers, consents and promises, and the conditions stated above, will continue after the end of GT's representation of you or your affiliates as to the Subject Matter or in any other engagement.

4. **Staffing.** When and as we deem appropriate and consistent with the proper representation of our clients, we use paralegals, junior attorneys, contract attorneys and staff members. We believe the utilization of such others, in consultation with and under supervision of more experienced attorneys, can enable us to economically and efficiently service the engagement. That may change and additional or different attorneys and paralegals may participate or replace others, based on subsequent changes within GT or otherwise relating to this engagement. If you wish different persons to be involved, we will discuss that with you to seek to assure you are satisfied with the staffing.

5. **Fees and Expenses:**

(a) **Retainer Payment.** You agree to provide us a retainer payment as requested from time to time by further communication for this engagement (the "*Retainer*"). If our final fees and unpaid expenses are less than the balance in our client trust account, the difference will be returned to you at the conclusion of this engagement.

(b) **Fees.** Unless otherwise agreed in writing, our fees in this engagement will be based upon the time spent by our personnel in accordance with the attached Billing Policies. Rates for attorneys in this firm currently range from \$220.00 per hour for the most junior associates to \$1,995.00 per hour for our most senior attorneys and vary by location. The rates for paralegals in this firm currently range from \$140.00 per hour for the most junior paralegal to \$800.00 per hour for our most senior paralegals and vary by location. Depending on circumstances and the passage of time, our rates may change as the engagement progresses.

(c) **Expenses.** In addition to fees for our legal services, this engagement will require you and us to pay or advance the expenses and disbursements of the type more fully discussed in the attached Billing Policies. When we advance such payments for a client, we do so to expedite the engagement in reliance on the client's promise, confirmed here, to reimburse us for such payments promptly in accordance with the Billing Policies.

(d) **Outside Services.** GT sometimes uses outside third-party vendors to assist in administrative and other non-legal services in our legal representations. This may include for example library and research support and maintaining files and other materials. We believe this provides cost savings to our clients without compromising the quality and confidentiality of their information and GT's overall services. If we get a volume discount from a vendor, we seek to pass it on to our clients. However, it is not feasible to calculate the exact part of the discount attributable to a particular matter; therefore, the cost charged to a client may not reflect the actual allocable amount of the discount. However, we believe the cost charged will be fair and reasonable. To the extent that GT uses outside services that will result in direct costs to be paid

Lawrence R. Hirsh
February 23, 2025
Page 6

by the client, GT will seek approval from the Company regarding the provider of the outside services.

We seek to see that the outside service vendors GT uses have technical and administrative controls to maintain the confidentiality and security of information. However, since it is not possible to anticipate or know all technological advancements and capabilities of potential intruders and hackers, we cannot guarantee that GT's use of outside services will be immune from unauthorized access or misuse.

(e) **Payment and Possible Liens.** Fees and expenses will be payable monthly in accordance with the attached Billing Policies. Without limitation of those policies, you authorize GT to withdraw sums from your Retainer and expense deposit in GT's client trust account if needed to secure timely payment of any amounts due under this Agreement. If and to the extent permitted by applicable governing law and Ethical Rules, you consent to GT's imposing liens, at GT's option, for its unpaid attorneys' fees and expenses on all retainers, escrow and trust accounts for your benefit, claims and causes of action as to which GT represented you or your affiliates, and the proceeds of any recovery you obtain in any matter, as well as on your files and documents in GT's possession.

(f) **Insurance and Indemnity.** You have advised us that you believe you are insured or indemnified for the fees and expenses, as well as your possible liability, of this engagement. Our engagement is with you, not the insurer or indemnitor; and you will be responsible for and will pay our fees and expenses in accordance with this Agreement and Billing Policies, even if that requires payment before you are paid or reimbursed by your insurer or indemnitor or if you receive from them less than our fees and expenses. We will seek to conform our bills to your insurer or indemnitor's reasonable requirements, and, if asked, send copies of the bills to who you designate at the insurer or indemnitor. If and as feasible, we will also maintain separate files for the aspects of this engagement for which you are insured or indemnified.

6. **Cooperation and Communication:** We are relying on you to provide us with the facts, information, documents and other materials you have concerning the Subject Matter pertinent to this engagement, and to keep us informed if and as you learn and receive more. We also look to you to keep us advised, during the engagement, about your expectations and any concerns you may have regarding our services. You have assured us you will cooperate in our representation, and will make yourself and others available as needed to assist us.

We encourage candid and frequent communication between us. We will keep you informed regarding this engagement, and will consult with you to seek to assure timely and appropriate performance of our legal services. We encourage you to be actively involved in the strategy and tactical management. You, not we, will make the business or technical decisions.

7. **Termination and End of Representation:** Subject to applicable court and Ethics Rules, Greenberg Traurig or you may terminate this engagement at any time for cause or without

Lawrence R. Hirsh
February 23, 2025
Page 7

cause. In the event of termination, Client will pay GT the fees that Client has incurred for the work completed through the date of termination.

Otherwise, our engagement and representation will end automatically upon the earlier of our final bill for this engagement or six months after we have last recorded billable time for work on it other than as to later requests for audit responses or information about the engagement.

Without limitation of that, subject to applicable court rules, law and Ethical Rules, GT may withdraw from this engagement if: (1) you [i] have not paid our fees or expenses, [ii] are not forthright and cooperative as to our legal services, [iii] falsely or incompletely state facts material to this engagement, or [iv] do not accept our advice; (2) we discover a conflict with another GT client; or (3) withdrawal otherwise is permitted or required under applicable Ethical Rules.

Upon termination or withdrawal, if you request, GT will assist in an orderly and effective transition of the matter to other counsel of your choice. At GT's option, GT may bill for time expended in transitioning the matter. If it does so, you agree to pay for GT's services and expenses in connection with transition assistance.

If, with our agreement, you later retain us to perform further or additional services, that will be confirmed in writing and our attorney/client relationship will be revived on the terms of this Agreement except to the extent, if any, that we agree in writing to new or supplemental terms of engagement. If we later tell you of developments that may be of interest, by newsletter or otherwise, that will not constitute continuation or revival of an attorney/client relationship.

8. **No Guaranties:** We have not given you any assurance or guarantee concerning the outcome or success of this engagement or our services and have not accepted any contractual obligation in that regard. Nor have we made any representation or warranty to you other than as may be expressly stated in this Agreement. We do not provide any assurances that our services will result in a benefit or recovery for you or, if they do, as to the nature, amount or value thereof.

9. **Client Documents & Data:**

(a) **Maintenance.** We will maintain the documents you give us in our client file for this engagement. At the conclusion of the engagement (or earlier, if appropriate), you must and will advise us which, if any, of the documents in our files you want given to you. We will retain those documents not given to you and ultimately destroy them in accordance with our record retention practice then in effect. We may also retain copies of documents we give you.

(b) **Cloud Storage.** GT will likely use third-party cloud services for your data and the data of other parties during and after our representation of you, which we believe provide enhanced data accessibility. GT has ISO 27001:2013 data security certification and we use only service providers we believe have the same or better security than we use at GT. Cloud services do not guaranty absolute protection from invasion or misuse; and no one fully knows the

Lawrence R. Hirsh
February 23, 2025
Page 8

capabilities of hackers, now or in the future. However, we believe the cloud services we use have and provide appropriate data and security protections for the confidentiality of data without significant risk of inappropriate access. We believe they also have the ability to take advantage of future security developments. We require that those cloud services employ data encryption, password protection, access verification, firewalls, antivirus software, intrusion detection, and system monitoring, as well as assurance of adherence to applicable data privacy and security laws.

Your Assent to this Agreement confirms your consent to our using such cloud services for your data. If you do not consent, please strike through this subparagraph and initial that change in the margin.

(c) **Artificial Intelligence.** GT may use third-party artificial intelligence [AI] services. That will include information in GT's files and databases which may include your data, and may involve transmission to third party providers of AI services so that appropriate searches, research or output can be generated. Such data may also be used to improve the service but it will not be used to train an AI model, appear in an output result that will be available to third parties or be retained by a third party AI provider.

GT reviews which AI providers we engage to seek comfort that they have technical and administrative controls to maintain the confidentiality and security of information and are committed to doing so, and that they stay abreast of security and other developments to continue such protection. However, AI is still evolving, indeed rapidly; and it is not possible to anticipate or know how it will do so or all technological or other advancements and capabilities of potential intruders and hackers of data systems, including those containing or using AI. Therefore, we cannot assure that our use of AI will be immune from unauthorized access or misuse. If there is a data breach involving GT's use of AI or that of any of our AI providers, GT will take reasonable efforts, in accordance with applicable law and Ethical Rules, to investigate the breach and endeavor to react appropriately as to it, including without limitation attempting to avoid or mitigate any harm to our clients. Your Assent to this Agreement will confirm your consent to our using such AI for and in connection with our representation of you. If you do not consent, please strike this subparagraph and initial that change in the margin.

(d) **Requests for Copies.** If you request a copy of a portion or all of our files for this engagement, whether before or after the end of our representation, and if a substantial amount of material is being provided, GT may, at GT's option, bill for the reasonable costs of copying, assemblage and delivery of such materials; and, if billed, you will pay that.

(e) **GDPR.** Personal data of individuals located in the European Economic Area ("EEA") is protected by the European Union's General Data Protection Regulation ("GDPR"), similar legislation by other EEA states, and other privacy laws applicable to it. Personal data is broadly defined in the GDPR, and includes identification and other information about oneself such as without limitation national identity numbers (similar to US social security numbers), personal addresses, online names, account numbers, physical and mental health, and

Lawrence R. Hirsh
February 23, 2025
Page 9

cultural and social identity. If you give GT such personal data of anyone or access to it, you are representing to GT that you are entitled to do so under Articles 6 to 11 of the GDPR or other applicable statutory provisions.

Your Assent to this Agreement constitutes your representation and warranty that you are entitled to provide such data and that you will comply or, if such data has been given, have complied with or are exempt from any notification or other requirements applicable to doing so.

(f) **Official Inquiries.** You will pay the hourly fees and expenses incurred if GT is required to participate in a future inquiry, investigation or proceedings arising out of or in connection with this engagement, including without limitation producing documents, seeking to claim or defend any attorney-client privilege or giving evidence at an inquiry.

10. **Privileges.** Many, but not all of our communications with you will be subject to the attorney-client privilege if any, in the jurisdictions involved. Subject to and as provided in applicable Ethical Rules, we will seek to maintain that privilege unless you instruct or consent otherwise. You will advise us if your communications with us are subject to any other privilege or confidentiality agreement so that we may take appropriate steps to comply with that. If you share our privileged communications with third parties, or direct us to do so, you may lose the benefit of the attorney-client privilege as to those communications, not only as to the parties with whom such communications are shared, but more broadly as to any third parties.

GT has an Office of Firm Counsel (or General Counsel office) which provides legal advice to our attorneys and staff. We consider and intend the communications between attorneys in that office and GT personnel seeking or containing possible legal advice and any legal advice given by that office to be subject, to the maximum extent available under the law and Ethical Rules, to an attorney-client privilege between GT and those persons, and not subject to any fiduciary or other duty GT has to you. As a result, we are proceeding on the understanding that GT is not and will not be obligated to tell you of those communications or disclose their content and that advice in any proceeding between us will not be discoverable by you.

Your Assent to this Agreement confirms Your Assent and consent to that privilege and to your not being entitled to disclosure of those communications and that advice.

11. **Miscellaneous.**

(a) **Binding Effect.** This Agreement is personal to us and is not assignable by either of us without the written consent of the other. However, your economic obligations hereunder (including without limitation the attached Billing Policies) are and will be binding on (as applicable) your and our successors and estates, heirs, trustees and other legal representatives.

(b) **Modification.** This Agreement may not be changed, amended, or otherwise modified, in whole or in part, except in a writing executed by all parties to this Agreement. No

Lawrence R. Hirsh
February 23, 2025
Page 10

unilaterally proposed or announced change, supplementation, interpretation, guideline or other statement or pronouncement (by either GT, you or anyone else), whether inconsistent with any provision of the Agreement or otherwise, will be effective or binding or will otherwise suffice to modify or add to this Agreement unless accepted in writing by the other of us and/or, as applicable, any other person or entity sought to be bound or otherwise affected by it.

(c) **No Waiver.** No waiver of any of the provisions of this Agreement (including without limitation the attached Billing Policies) will be effective or binding unless made in writing and signed by whoever is claimed to have given the waiver.

(d) **Partial Invalidity.** If any provision of this Agreement is found to be unenforceable, invalid or illegal, it shall be automatically amended and interpreted in such manner as to be enforceable, valid and legal to the maximum extent possible to fulfill the intent of such provision. The validity or enforceability of the remainder of the Agreement shall not be affected by the invalidity, unenforceability or illegality of any provision unless that negates the material purpose of this engagement (e.g. our provision of legal services on agreed economic terms).

(e) **Entire Agreement, Etc.** This Agreement contains and sets forth the entire agreement between us, and supersedes all prior or other agreements, understandings, writings, pronouncements (written and oral) that may exist or have existed or be promulgated as to this engagement and the Subject Matter. Neither of us has relied on any representation, warranty or other statement or promise concerning this engagement and/or the Subject Matter which is not stated in this writing.

(f) **Governing Law, Etc.** All of the rights and obligations of either of us arising under or related to this Agreement are and will be governed by the laws of the State of New York irrespective of conflicts of law principles that might otherwise apply.

If and to the extent permissible, the Ethics Rules of the jurisdiction in which a GT attorney provides services as to the Subject Matter or otherwise in this engagement exclusively govern and apply to the conduct of that attorney.

(g) **Arbitration.** We look forward to, and anticipate, a harmonious relationship. However, if either of us becomes dissatisfied with any aspect of our relationship, our services or this engagement, we will bring that to the attention of the other and seek to resolve that issue by good faith discussions between us. If that is not successful or would be futile, the issue will be resolved in arbitration. Specifically, to the maximum extent permitted by law and applicable Ethics Rules, any disagreement, controversy or dispute (“*Disagreements*”) arising under, concerning or otherwise relating to this Agreement, this engagement, our services for you or your affiliates, our billing and bills will be resolved by confidential binding arbitration before an appropriate arbitration body in Manhattan, New York, in accordance with its rules for business and commercial arbitrations then in effect; and confirmation of the award may be made and judgment entered on the award rendered in such arbitration in any state or federal court of the State

Lawrence R. Hirsh
February 23, 2025
Page 11

of New York, jurisdiction of which we both consent to, or any other court otherwise having jurisdiction thereof. That will include any possible claim by you against GT or a GT attorney (including without limitation for negligence, malpractice, breach of contract, breach of fiduciary duty or other wrongdoing), as well as any such claim by GT against you.

There are differing views as to the advisability of arbitration to resolve disagreements; and some persons reach different conclusions for different matters or types of matters. Some consider arbitration to be a more efficient and lower-cost way to resolve a disagreement; however, others prefer court procedures and proceedings. Moreover, as noted, views may differ depending on the nature of the Disagreement. Without being exhaustive, some of the differences are: In an arbitration, the case will be heard and decided by one or more arbitrators, generally in a private proceeding; whereas, in a court proceeding, the case will be heard by a judge and often a jury, generally in a public courtroom proceeding. Similarly, an arbitration award (i.e. decision) is generally private; whereas, a court decision or jury verdict is generally public. Whether punitive damages are awardable in an arbitration and, if so, to what extent, varies between different jurisdictions; whereas, depending on applicable law and facts, punitive damages may often be obtainable in a court proceeding. One generally has a say in choosing the arbitrator or arbitrators; whereas, in a court litigation, the judge will have been elected or appointed, and the litigants generally do not have a say as to who that will be. Court decisions are generally appealable and may be changed on review by appellate courts; whereas, an arbitration award (i.e. decision) is generally final, except for limited reasons such as, among others, arbitrator bias and other misconduct, and may not be successfully appealed. Parties generally are only responsible to pay filing fees to the court to initiate proceedings in court. In arbitration proceedings, parties generally share the cost of such proceedings, including the arbitrators' fee, and the arbitrators may assess the full costs of the arbitration on one of the parties. The ability to learn facts and question witnesses before a hearing (referred to as pre-trial discovery) is generally broad in a court proceeding but is often substantially more limited or may be entirely unavailable in an arbitration. You should consider consulting independent counsel as to these factors, the entire subject of arbitration, and whether arbitration as to this engagement is advisable for you.

If you request, we will provide you with the currently applicable arbitration rules and further background on the arbitration body and process; they are also generally available on the internet. We will also discuss, if you wish, the foregoing factors, the available arbitration rules and possible special arbitration procedures.

By signing this Agreement with this paragraph in it, you acknowledge that you are comfortable you understand and have been adequately informed (after having had sufficient opportunity to consult with counsel and obtain any information you wish) to agree to arbitration as provided herein. **If you do not agree to such arbitration, please draw a line through this subparagraph and initial that change in the margin.**

Lawrence R. Hirsh
February 23, 2025
Page 12

(h) **Advice as to Agreement.** We have encouraged and given you an opportunity to consult with other independent counsel and advisors of your choice regarding the terms and advisability of this Agreement before you sign it or accept our legal services, to the extent you may wish so that Your Assent has been carefully considered and informed. Your Assent to this Agreement confirms that you have done so to the extent you wish and feel needed, and that you are comfortable you have the information and advice you need or deem prudent in this regard.

(i) **Marketing Permission.** Your Assent to this Agreement confirms your consent that GT may use your name, logo, and a general description of this engagement in its business development efforts and materials.

If you do not wish for this information to be used in that manner, please draw a line through this subparagraph and initial that change in the margin.

(j) **Headings.** The headings on paragraphs and subparagraphs of this Agreement are for convenience only, and have no effect other for convenience of reference.

(k) **Effectiveness and Execution.** This Agreement will become effective and govern this engagement and our relationship as to it and the Subject Matter upon our rendering of any services for you as to the Subject Matter as provided above. However and regardless of that, we recommend and ask that you execute and return a copy of this Agreement for our records and keep one for your records. In that regard, this Agreement may be executed in counterparts, which shall constitute together one and the same instrument. Electronic, PDF and facsimile signatures shall be as effective as original ink signatures.

12. If the foregoing is agreeable, please acknowledge your understanding and agreement by signing this Agreement (which shall control all obligations set forth herein except as may subsequently be agreed upon in writing) to confirm Your Assent to this Agreement and return it to my attention.


[Remainder of page intentionally left blank.]

Lawrence R. Hirsh
February 23, 2025
Page 13

We appreciate your confidence in our firm and assure you that we will make every effort to perform our services in a prompt and efficient manner. We look forward to an outstanding business relationship.

Very truly yours,

GREENBERG TRAURIG, LLP



By: _____

David B. Kurzweil

**ACCEPTED AND AGREED
WITH CONSENTS AND WAIVERS GRANTED:**

**AIR PROS SOLUTIONS HOLDINGS, LLC, for
itself and on behalf of its affiliated entities outlined
on Exhibit A attached hereto**

DocuSigned by:
By: Lawrence Hirsh
AD98E7EB94804A6...

Lawrence R. Hirsh,
Director and Independent Manager

Dated: 02/23/2025

Attachment
DBK:sdb

BILLING POLICIES

Introduction

This document outlines our standard billing practices, supplementing and as a part of our Agreement with you.

Fees

Our fees are based on the time required to handle the matter at our normal individual lawyer/paralegal hourly rates. Rates for attorneys in this firm currently range from \$220.00 per hour for the most junior associates to \$1,995.00 per hour for our most senior attorneys and vary by location. The rates for paralegals in this firm currently range from \$140.00 per hour for the most junior paralegal to \$800.00 per hour for our most senior paralegals and vary by location. Depending on circumstances and the passage of time, our rates may change as the engagement progresses. Any new rates will be implemented immediately after they are adopted and apply to services rendered after the effective date of such adoption.

We will charge for all time spent representing your interests, including without limitation telephone and office conferences with you or your representatives, co-counsel, opposing counsel, fact witnesses, consultants (if any) and others; conferences among our legal and paralegal personnel; legal due diligence; drafting and finalizing letters, emails, agreements, leases, pleadings and other such papers, providing and participation in document and written discovery; factual investigation; legal research; responding to client requests for additional information; responding to client requests to provide information to auditors such as during audits of financial statements; preparation for and attendance at depositions, hearings, mediations, closings, trials, or other proceedings; and travel (both local and out of town) when necessary. Hourly charges are applied to total time devoted to client representation.

Costs and Expenses

We have established prevailing rates for all charges that will be incurred during this engagement. We believe that GT's rates are competitive with those of comparable law firms. You will be responsible to pay all such charges incurred during this engagement and for reimbursing us for any actual expenses we advance on your behalf. Our charges may include without limitation travel, copying, facsimile charges, messenger services, long distance phone calls, computer research services, secretarial overtime and filing fees. These charges may also include any sales or service tax that may be applicable.

Expenses of Outside Contractors

Generally, expenses of outside contractors (such as court reporters, surveyors, title companies, experts and consultants) will be directly billed or directed to the client pursuant to engagement agreements in which payment and indemnification terms remain strictly between the client and the vendor. To the extent that GT uses outside services that will result in direct costs to be paid by the client, GT will seek approval from the Company regarding the provider of the outside services. GT will not be responsible for payment of such services. Prompt payment of

these charges is essential to enable us to provide timely and efficient service to you, with the assistance of such outside contractors.

If desired, and if we are given sufficient expense deposits in advance, GT will directly pay outside contractors. If GT has done so without or before such a deposit, you will promptly reimburse GT for whatever it has paid.

Type of Invoice

Unless otherwise agreed, we will send you a monthly invoice which reflects the amount of our fees and expenses attributable to this engagement during the prior month. At your option, the invoice will be either general or detailed. The general invoice will state the total fees due for legal work and the total expenses incurred and charged to the engagement. In the alternative, the invoice will provide detailed back-up showing the attorneys who worked on the matter, the work performed, the time spent on the task, and the total fee and expense amounts due. If you have special billing procedures or requirements, please advise us promptly, and we will attempt to bill you in accordance with them, to the extent feasible.

Payment of Invoices

Each invoice is payable upon receipt. Any unpaid balance not paid within thirty (30) days of the billing date may incur interest upon such balance at the rate of 1.5% per month or such lesser rate as may be the legally permissible maximum. If we receive a payment from you when more than one invoice is outstanding on any of the matters GT is working on for you, we will apply that payment to any such outstanding invoice, unless the payment is accompanied by the remittance copy of the specific invoice being paid or by some other written direction how you intend the payment to be applied. GT may discontinue representation, in accordance with applicable Ethical Rules, of any client or any matter where payment is more than forty-five (45) days in arrears, unless special arrangements in writing are approved by GT's Chief Executive Officer. Individual attorneys are not authorized to make such arrangements or to waive payment due-dates and the consequences of non-payment or overdue payment.

In the event of arbitration or suit as to any unpaid fees or costs, if GT prevails, in addition to any other relief or remedy granted to it, GT will be paid or reimbursed for the reasonable value of our attorneys' fees and expenses for and in that proceeding.

Retainers

For certain types of matters, GT requires that clients provide an initial fee retainer and expense deposit. The amount of the retainer and deposit will be agreed to by the client and the billing attorney. GT may request additional retainer amounts as the volume of services performed increases. The Retainer will be replenished by you as needed.

Questions Regarding Billings

Any questions regarding billing should be immediately directed to the billing attorney or to our Accounting Department.

EXHIBIT A – AFFILIATED ENTITIES

Affiliated Entity	Jurisdiction of Formation
AFH Air Pros, LLC	Delaware
Air Pros Atlanta LLC	Georgia
Air Pros Blue Star LLC	Florida
Air Pros Boca LLC	Delaware
Air Pros Colorado LLC	Colorado
Air Pros Dallas L.L.C.	Texas
Air Pros One Source LLC	Colorado
Air Pros Solutions, LLC	Delaware
Air Pros Texas LLC	Texas
Air Pros Washington, LLP	Washington
Air Pros West LLC	Florida
Air Pros, LLC	Florida
CM Air Pros, LLC	Delaware
Dallas Plumbing Air Pros, LLC	Delaware
Doug’s Service Air Pros, LLC	Delaware
Dream Team Air Pros, LLC	Delaware
East Coast Mechanical, LLC	Florida
Hansen Air Pros, LLC	Delaware
Mauzy Air Pros, LLC	Delaware

Certificate Of Completion

Envelope Id: EE803288-3C98-443C-A075-C4E11C1B191C
 Subject: Complete with Docusign: Air Pros Solutions Holdings LLC - Engagement Letter-v3.pdf
 Source Envelope:
 Document Pages: 16
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed
 Envelope Originator:
 Sandy Bratton
 8400 NW 36 Street
 Suite 400
 Doral, FL 33166
 brattons@gtlaw.com
 IP Address: 4.14.88.222

Record Tracking

Status: Original
 2/23/2025 12:23:17 PM
 Holder: Sandy Bratton
 brattons@gtlaw.com
 Location: DocuSign

Signer Events

Lawrence Hirsh
 lhirsh9999@gmail.com
 DIRECTOR
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 AD9BE7EB94894A6...
 Signature Adoption: Pre-selected Style
 Using IP Address: 73.184.182.12

Timestamp

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 Signed: 2/23/2025 12:44:53 PM

Electronic Record and Signature Disclosure:
 Accepted: 2/23/2025 12:44:46 PM
 ID: 175e25a3-149b-4f43-b127-cc1eb64a625d
 Company Name: Greenberg Traurig, LLP.

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

David Kurzweil
 kurzweild@gtlaw.com
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 2/23/2025 12:44:54 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Certified Delivered	Security Checked	2/23/2025 12:44:46 PM
Signing Complete	Security Checked	2/23/2025 12:44:53 PM
Completed	Security Checked	2/23/2025 12:44:54 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Greenberg Traurig, LLP. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Greenberg Traurig, LLP.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: PrivacyOffice@gtlaw.com

To advise Greenberg Traurig, LLP. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at PrivacyOffice@gtlaw.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Greenberg Traurig, LLP.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to InformationGovernance@gtlaw.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Greenberg Traurig, LLP.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to PrivacyOffice@gtlaw.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Greenberg Traurig, LLP. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Greenberg Traurig, LLP. during the course of your relationship with Greenberg Traurig, LLP..

Exhibit C

Hede Declaration

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

In re: AFH AIR PROS, LLC, <i>et al.</i> , ¹ Debtors.	Chapter 11 Case No. 25-10356 (PMB) (Jointly Administered)
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DECLARATION OF ANDREW D.J. HEDE IN SUPPORT OF APPLICATION OF THE DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF GREENBERG TRAUIG, LLP AS COUNSEL FOR THE DEBTORS AND DEBTORS IN POSSESSION, *NUNC PRO TUNC* TO THE PETITION DATE

I, Andrew D.J. Hede, declare under penalty of perjury:

1. I am the Chief Restructuring Officer (“CRO”) of the above-captioned debtors and debtors in possession (collectively, the “Debtors”).

2. I submit this declaration (the “Declaration”) in support of the application (the “Application”) of the Debtors pursuant to sections 327(a), 328(a), 330 and 1107(b) of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 from the United States Bankruptcy Court for the Northern District of Georgia (the “Complex Case Procedures”), for entry of an order authorizing the retention and employment of the law firm of Greenberg Traurig, LLP (“Greenberg Traurig”) as counsel to the Debtors, *nunc pro tunc* to the Petition Date.

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.

3. Except as otherwise noted, all facts in this Declaration are based on my personal knowledge of the matters set forth herein, information gathered from my review of relevant documents and information supplied to me by other members of the Debtors' management and the Debtors' advisors.

4. Greenberg Traurig is familiar with the Debtors' businesses and financial affairs. Greenberg Traurig has provided legal services to the Debtors since approximately December 2020 in connection with various matters, including corporate governance, mergers and acquisitions, litigation, and banking and finance advice. In addition, prior to the commencement of these Chapter 11 Cases, Greenberg Traurig assisted the Debtors in their negotiations with their secured creditors and other stakeholder groups, and in preparing for the filing of these Chapter 11 Cases. In these and other matters, Greenberg Traurig's professionals have worked closely with the Debtors' management and other professionals and, as a result, have become well acquainted with the Debtors' history, business operations, capital and corporate structure and related matters. Accordingly, Greenberg Traurig has developed substantial knowledge regarding the Debtors that will result in effective and efficient services in these Chapter 11 Cases. Greenberg Traurig was retained by the Debtors to provide financial restructuring services pursuant to an engagement letter dated October 8, 2024.

5. In addition to Greenberg Traurig's knowledge of the Debtors, the firm has extensive experience and knowledge in the fields of debtor and creditor rights and business reorganizations under chapter 11 of the Bankruptcy Code. Therefore, Greenberg Traurig has the necessary resources and experiences to assist the Debtors in these Chapter 11 Cases and Greenberg Traurig's retention would be in the best interests of the Debtors, their estates, and their creditors.

6. Greenberg Traurig has informed the Debtors that its rates are (i) consistent between bankruptcy representations, including related transactional and litigation services, and (ii) the firm's standard hourly rates for work of this nature. Greenberg Traurig further informed the Debtors that the firm operates in a national and regional marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialty, the firm's expertise, performance and reputation, the nature of the work involved and other factors.

7. The Debtors recognize that it is their responsibility to closely monitor the billing practices of their counsel to ensure that the fees and expenses paid by the estate remain consistent with the Debtors' expectations and the exigencies of these Chapter 11 Cases. Consistent with the Debtors' procedures and policies for reviewing fees of outside counsel, I intend to review the fees in these Chapter 11 Cases. The Debtors will communicate regularly with Greenberg Traurig to understand the fees and expenses that have been incurred.

8. Greenberg Traurig and the Debtors will develop a budget and staffing plan (the "Budget and Staffing Plan") for these Chapter 11 Cases that reflects: (a) the estimated number of hours and amount of fees that Greenberg Traurig will expend in the first three months of the Debtors' Chapter 11 Cases and (b) the estimated type and number of Greenberg Traurig professionals and paraprofessionals needed to successfully represent the Debtors in these Chapter 11 Cases. As these Chapter 11 Cases continue to develop, Greenberg Traurig will work with the Debtors to revise the Budget and Staffing Plan as needed.

9. For the foregoing reasons, I believe Greenberg Traurig should be retained as the Debtors' counsel in these Chapter 11 Cases.

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

Dated: March 21, 2025

/s/ Andrew D.J. Hede

Andrew D.J. Hede
Chief Restructuring Officer of the Debtors
and Debtors in Possession