

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

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

**DEBTORS' APPLICATION FOR AN ORDER AUTHORIZING
(I) THE RETENTION OF ACCORDION PARTNERS, LLC TO PROVIDE
THE DEBTORS A CHIEF RESTRUCTURING OFFICER AND CERTAIN
ADDITIONAL PERSONNEL AND (II) DESIGNATION OF ANDREW D.J.
HEDE AS CHIEF RESTRUCTURING OFFICER FOR THE DEBTORS AND
DEBTORS IN POSSESSION, EFFECTIVE AS OF THE PETITION DATE**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this application (the “Application”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”) granting the relief described below. In support of this Application, the Debtors rely on the *Declaration of Andrew D.J. Hede in Support of the Application for an Order Authorizing (I) the Retention of Accordion Partners, LLC to Provide the Debtors a Chief Restructuring Officer and Certain Additional Personnel and (II) Designation of Andrew D.J. Hede as Chief Restructuring Officer for the Debtors and Debtors In Possession, Effective as of the Petition Date* (the “Hede Declaration”), attached hereto as **Exhibit B**, and respectfully state as follows:

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.



Relief Requested

1. By this Application, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors respectfully request entry of the Proposed Order authorizing, but not directing the Debtors to (i) retain Accordion Partners, LLC (“Accordion”) to provide the Debtors with a Chief Restructuring Officer (“CRO”) and certain Additional Personnel (as defined below) and (ii) designate Andrew D.J. Hede as the Debtors’ CRO, effective as of the Petition Date (as defined below), in accordance with the terms and conditions of the engagement letter between the Debtors and Accordion effective as of September 16, 2024 (the “Engagement Letter”), a copy which is attached hereto as **Exhibit C** and incorporated herein by reference.

2. Under the Engagement Letter, Mr. Hede will serve as the CRO to assist the Debtors with these chapter 11 cases (the “Chapter 11 Cases”). In addition, as further described below, Accordion will provide additional employees (the “Additional Personnel”, collectively with the CRO, the “Engagement Personnel”) as necessary to assist the CRO in the execution of his duties.

JURISDICTION AND VENUE

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

4. The statutory and legal predicates for the relief requested herein are sections 105(a), 363(b), 503(b), 507(a)(4), 507(a)(5), 541, 1107, and 1108 of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004(h), 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 Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) 6003 and 6004(h).

BACKGROUND

A. The Chapter 11 Cases

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

6. 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.

7. No official committee has been appointed in the Chapter 11 Cases, and no request has been made for the appointment of a trustee or an examiner.

8. Additional information regarding the Debtors’ business, 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 Motions [Docket No. 8] (the “First Day Declaration”) filed on the Petition Date and incorporated herein by reference.

Accordion’s Qualifications

9. Accordion is a financial and technology consulting firm, serving companies and their stakeholders across a wide spectrum of industries and sizes. Accordion’s relevant services include, but are not limited to, turnaround and restructuring advisory, interim management and Chief Restructuring Officer services, transaction advisory, operational and technical accounting advisory, transformation, data and analytics, and strategic financial planning and analysis. Accordion has significant qualifications and experience in these matters and an excellent reputation for providing high quality, specialized interim management/CRO and restructuring advisory services to debtors, creditors, and investors in complex chapter 11 cases and other restructurings, both in and out of court.

10. Accordion professionals have advised debtors in many recent cases in other jurisdictions, including, among others: *In re Red River Talc, LLC*, Case No. 24-90505 (CML) (Bankr. S.D. Tex. September 20, 2024); *In re OSG Holdings, Inc.*, Case No. 23-90799 (CML) (Bankr. S.D. Tex. October 15, 2023); *In re The Pill Club Pharmacy Holdings, LLC*, Case No. 23-41090 (ELM) (Bankr. N.D. Tex. May 16, 2023); *In re MRRC Hold Co. (f/k/a Rubio's Restaurants, Inc.)*, Case No. 20-12688 (MFW) (Bankr. D. Del. Nov. 18, 2020); *In re K.G. IM, LLC (Il Mulino)*, Case No. 20-11723 (MG) (Bankr. S.D.N.Y. Sept. 28, 2020); *In re Muji U.S.A. Limited*, (Case No. 20-11805 (MFW) (Bankr. D. Del. Aug. 10, 2020); *In re Advantage Holdco, Inc.*, Case No. 20-11259 (CTG) (Bankr. D. Del. Jun. 29, 2020); *In re Old Market Group Holdings Corp. (f/k/a Fairway Group Holdings Corp.)*, Case No. 20-10161 (JLG) (Bankr. S.D.N.Y. Mar. 20, 2020); *In re Schurman Fine Papers*, Case, No. 20-10135 (JTD) (Bankr. D. Del. Feb. 26, 2020); *In re Colt Defense LLC*, Case No. 15-11287 (LSS), (Bankr. D. Del. Jul. 29, 2015).

11. Mr. Hede, a Senior Managing Director of Accordion and Head of Accordion's Turnaround & Restructuring Practice, has over 30 years of financial and operational transformation and restructuring experience in both the United States and Australia, advising clients in numerous formal and out-of-court restructurings. He specializes in advising companies, creditors, and equity sponsors in distressed and non-distressed situations, with a particular focus on financial and operational reviews, liquidity management, performance improvement, business and asset divestment, business plan preparation and review, recapitalization strategies, and negotiation of reorganization plans. His experience covers a broad range of sectors with extensive experience in Consumer Products & Retail, Real Estate & Construction, Media & Telecom, and Transportation & Distribution.

12. The Debtors seek the retention of Accordion because of Accordion's professional standing and reputation. Accordion has considerable experience in providing chief restructuring officer and financial advisory services in restructurings and reorganizations and enjoys an excellent reputation for the results it has obtained for clients in chapter 11 cases throughout the United States.

13. On September 16, 2024, Air Pros Solutions Holdings, LLC, Air Pros Solutions, LLC, and their direct and indirect subsidiaries retained Mr. Hede to serve as CRO and Accordion as Additional Personnel pursuant to the Engagement Letter. Air Pros Solutions Holdings, LLC, Air Pros Solutions, LLC, and their direct and indirect subsidiaries and Accordion executed a prior engagement letter to provide professional financial advisory services to the Debtors effective March 7, 2024, and subsequently executed an addendum to the prior engagement effective April 29, 2024 (together, the "Prior Engagement Letter").

14. The September 16, 2024 Engagement Letter constitutes the entire agreement between the Debtors and Accordion. It also supersedes and replaces the Prior Engagement Letter. Since the inception of Accordion's engagement with the Debtors, Accordion professionals have provided interim management and restructuring support services pursuant to the applicable engagement letter(s).

15. Since that time, the Engagement Personnel have developed substantial knowledge of the Debtors' business and operations that is essential to the Debtors' continuity of management and will benefit the Debtors throughout these Chapter 11 Cases. As such, the Debtors wish to retain Mr. Hede and Accordion. The Debtors require the Engagement Personnel's services in order to maximize the value of their estates through a reorganization process. Finally, the Engagement

Personnel are well-qualified and able to represent the Debtors in a cost-effective, efficient, and timely manner.

Services to be Rendered

16. Subject to approval by the Court, the Debtors propose to retain Accordion to provide Mr. Hede as CRO and to provide the Additional Personnel on the terms and conditions set for in the Engagement Letter, except as otherwise explicitly set forth herein or in any order granting the Application.

17. Among other things, the Engagement Personnel will support the Debtors with respect to the following:²

- a. Assist the Debtors in managing the process of filing petitions for relief under chapter 11 of the Bankruptcy Code;
- b. Assist the Debtors and collaborate with counsel and the Debtors' other professionals in preparing to file petitions for relief under chapter 11 of the Bankruptcy Code and all related papers;
- c. Assist with the Debtors' implementation of Court orders;
- d. Assist with financing issues either prior to or during a bankruptcy filing, including providing analysis required to obtain and comply with the terms of the Debtors' usage of cash collateral, post-petition and/or exit financing;
- e. Participate in meetings and provide support to the Debtors and their other professionals in responding to information requests, communicating with and/or negotiating with lenders, official and unofficial committees of creditors, vendors, customers, the U.S. Trustee, other parties in interest, and professionals hired by the same;
- f. Based on the Debtors' underlying records, as and when produced, prepare such financial disclosures as may be required by the Court, including the Debtors' schedules of assets and liabilities, statements of financial affairs and monthly operating reports;

² The summaries of the Engagement Letter contained in the Application are provided for purposes of convenience only. In the event of any inconsistency between the summaries contained herein and the terms and provisions of the Engagement Letter, the terms of the Engagement Letter shall control unless otherwise set forth herein. Capitalized terms used in such summaries but not otherwise defined herein shall have the meanings set forth in the Engagement Letter.

- g. Assist the Debtors with de minimis asset sales and support a section 363 sale process, including (i) developing materials and documents for potential buyers' review, (ii) assisting the Debtors with the preparation of due diligence materials and responding to buyer diligence requests, (iii) assisting with the evaluation of offers received and (v) working with the Debtors, counsel, and other advisors to prepare and support asset purchase agreements and related motions to obtain Court approval;
- h. Advise regarding the Debtors' accounting and operating procedures to segregate prepetition and post-petition business transactions;
- i. Identify the Debtors' executory contracts and unexpired leases, as and when produced, and perform analyses of the financial impact of the assumption or rejection of each, as necessary;
- j. Participate in the Debtors' claims analysis and reporting, including plan classification modeling and claim estimation;
- k. Assist in implementing the Debtors' chapter 11 plan;
- l. Prepare the Debtors' information and analysis necessary for the confirmation of the Debtors' plan of reorganization, including information contained in the Debtors' disclosure statement such as a liquidation analysis, projections, and range of reorganization value;
- m. Advise the Debtors on the implementation of technical accounting matters resulting from or related to the bankruptcy and restructuring process;
- n. Render testimony, as requested, about the matters regarding which Accordion, and its personnel are providing services; and
- o. Provide such other restructuring or advisory services to the Debtors as are consistent with the role of Chief Restructuring Officer and/or the above described services, requested by the Debtors and their counsel, not duplicative of services provided by other professionals, and agreed to by Accordion.

Accordion's Disinterestedness and Eligibility for Employment

18. Accordion has informed the Debtors that, to the best of Accordion's knowledge, information, and belief, other than as set forth in the Hede Declaration, Accordion: (a) has no connection with the Debtors, their creditors, their equity security holders, or other parties in interest or their respective attorneys or accountants, the U.S. Trustee, any person employed in the office of the U.S. Trustee, or any United States bankruptcy judge in this district in any matter related to the Debtors or their estates; (b) does not hold any interest adverse to the Debtors' estates.

19. Although the Debtors submit that the retention of Accordion is not governed by Bankruptcy Code 327, the Debtors attach the Hede Declaration, which discloses, among other things, any relationship that Accordion, Mr. Hede, or any individual member of the Additional Personnel has with the Debtors, their significant creditors, or other significant parties-in-interest known to Accordion. Based upon the Hede Declaration, the Debtors submit that Accordion is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code.

20. In addition, as set forth in the Hede Declaration, if any new material facts or relationships are discovered or arise, Accordion will provide the Court with a supplemental declaration.

Professional Compensation

21. Subject to Court approval, and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of Practice for the United States Bankruptcy Court for the Northern District of Georgia (the “Local Rules”), and the Complex Case Procedures, and such other procedures as may be fixed by order of the Court, the Debtors will compensate Accordion in accordance with the terms and conditions of the Engagement Letter.

22. In accordance with the terms of the Engagement Letter, Accordion will be paid by the Debtors for the services of the Engagement Personnel at their customary hourly billing rates. The current hourly billing rates for the Engagement Personnel are:

<u>Professional</u>	<u>Per Hour (USD)</u> ³
Turnaround and Restructuring	\$475-\$1,250
Technical Accounting	\$350-\$600

³ Accordion adjusted its hourly rates on January 1, 2025 in accordance with the Engagement Letter.

Such rates and ranges shall be subject to periodic adjustments at such time as Accordion adjusts its rates generally.

23. In addition to compensation for professional services rendered by Engagement Personnel, Accordion will seek reimbursement of reasonable and necessary expenses incurred in connection with these Chapter 11 Cases, including but not limited to travel, lodging, computer research, messenger, and telephone charges. In addition, Accordion shall be reimbursed for the reasonable fees and expenses of its outside counsel (if any) incurred by Accordion in relation to Accordion's retention, staffing, or compensation reports in these cases, subject to Court approval. In the event Accordion seeks reimbursement for attorneys' fees during the term of the Debtors' chapter 11 cases, Accordion will include the applicable invoices and supporting time records from such attorneys (in summary form and redacted for privilege and work product). Such attorneys do not need to be retained under section 327 of the Bankruptcy Code.

24. Accordion believes that the foregoing fee structure and terms are reasonable and comparable to those generally charged by CROs, restructuring financial advisors, and consultants of similar stature to Accordion for comparable engagements, both in and out of chapter 11.

Indemnification

25. Subject to the approval of the Court and as more fully described in the Engagement Agreement, the Debtors have agreed to indemnify Accordion and certain "Accordion Indemnified Parties" as set forth in Exhibit A (paragraph 12) to the Engagement Agreement (the "Indemnification Terms"). The rights to indemnification shall survive the termination of the Chapter 11 Cases or any cases into which they may be converted. In no event shall the Debtors be obligated to indemnify Accordion or the Accordion Indemnified Parties for gross negligence or willful misconduct.

26. The Debtors believe the indemnity provisions are a reasonable term and condition of Accordion's engagement and were, along with all terms of the Engagement Letter, negotiated by the Debtors and Accordion at arm's-length and in good faith. Accordion and the Debtors believe that the indemnity provisions are comparable to those indemnification provisions generally obtained by crisis management firms of similar stature to Accordion and for comparable engagements, both in- and out-of-court. The Debtors respectfully submit that the indemnification provisions contained in the Indemnification Terms, viewed in conjunction with the other terms of Accordion's proposed retention, are reasonable and in the best interests of the Debtors, their estates, and creditors in light of the fact that the Debtors require Accordion's services to successfully prosecute the Chapter 11 Cases.

27. The Debtors believe that indemnification is customary and reasonable for financial advisors in chapter 11 proceedings.

Fees and Reporting

28. If the Court approves the relief requested herein, Accordion will be retained to provide the Debtors with the Additional Personnel and Mr. Hede will serve as the CRO pursuant to Bankruptcy Code section 363.

29. On a monthly basis, Accordion shall file with the Court and provide the U.S. Trustee and any official committees (together, the "Notice Parties") a report of staffing on the engagement for the previous month by the 20th of each month for the previous month, (the "Staffing Report"). The Staffing Report will include the names and tasks filled by all Engagement Personnel involved in this matter. The Staffing Report (and Accordion's staffing for this matter) will be subject to review by the Court in the event so requested by any of the Notice Parties.

30. Accordion shall also file reports of compensation earned, and expenses incurred on a quarterly basis. Such reports shall contain summary charts which describe the services provided,

identify the compensation earned by each executive officer and staff employee provided, and itemize the expenses incurred. Such compensation and expenses shall be subject to Court review solely in the event that an objection is filed.

31. Accordion shall abide by the provisions set forth in Section J of the Complex Case Procedures and shall receive monthly payments from the Debtors consistent with Section J; provided, however, Accordion shall not be required to submit fee applications pursuant to Sections 330 and 331 of the Bankruptcy Code. Instead, Accordion's fees shall be reviewed at the conclusion of the case on a reasonableness standard.

32. Accordion is not owed any amounts with respect to pre-petition fees and expenses.

33. In the 90 days prior to the Petition Date, Accordion received payments totaling \$2,741,895.99 in the aggregate for services performed for the Debtors. Accordion has applied these funds to amounts due for services rendered and expenses incurred prior to the Petition Date.

34. Accordion has received unapplied advance payments from the Debtors in excess of prepetition billings in the amount of \$168,372.43. Accordion will hold these advance payments until the end of the chapter 11 cases and apply those amounts to final fees and expenses approved by the Court.

35. Given the numerous issues which the Engagement Personnel may be required to address in the performance of their services, Accordion's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for such services for engagements of this nature in an out-of-court context, as well as in chapter 11, the Debtors submit that the fee arrangements set forth in the Engagement Letter are reasonable.

Basis for Relief Requested

36. The Debtors seek approval of the employment of the Engagement Personnel pursuant to section 363 of the Bankruptcy Code. Section 363(b)(1) of the Bankruptcy Code

provides in relevant part that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Further, pursuant to section 105(a) of the Bankruptcy Code, the “court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

37. Under applicable case law, if a debtor’s proposed use of its assets pursuant to section 363(b) of the Bankruptcy Code represents a reasonable judgment on the part of the debtor, such use should be approved. *See, e.g., Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (citing *Fulton State Bank v. Schipper (In re Schipper)*, 933 F.2d 513, 515 (7th Cir. 1991)); *In re Delaware & Hudson R.R. Co.*, 124 B.R. 169, 176 (D. Del. 1991) (courts have applied the “sound business purpose” test to evaluate motions brought pursuant to Section 363(b)); *In re Exide Technologies, Inc.*, Case No. 02-11125 (Bankr. D. Del. May 10, 2002); *Committee of Asbestos-Released Litigants v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (“Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to debtor’s conduct”).

38. The employment of Accordion and its professionals, including Mr. Hede, by the Debtors is reasonable and in line with the terms and conditions typical for engagements of this size and character. Because the Debtors will require substantial assistance with these chapter 11 cases, it is reasonable for the Debtors to seek to employ and retain Mr. Hede and Accordion to serve as its CRO and restructuring financial advisor on the terms and conditions in this Application.

39. Accordion’s fee structure is fair and reasonable in light of the services being provided and is commensurate with the fee structures generally offered by firms of similar stature

to Accordion for comparable engagements. Additionally, the fees are fair and reasonable, and are not significantly different from other similar types of representations. *See, e.g., In re Amyris, Inc.*, No. 23-11131 (TMH) (Bankr. D. Del. Sept. 14, 2023) [Docket No. 281]; *In re FB Debt Fin. Guarantor, LLC*, No. 23-10025 (KBO) (Bankr. D. Del. Feb. 6, 2023) [Docket No. 222]; *In re DCL Holdings (USA), Inc.*, No. 22-11319 (JKS) (Bankr. D. Del. Jan. 23, 2023) [Docket No. 140]; *In re Gulf Coast Health Care, LLC*, No. 21-11336 (KBO) (Bankr. D. Del. Dec. 16, 2021) [Docket No. 579]; *In re Secure Home Holdings LLC*, Case No. 21-10745 (JKS) (Bankr. D. Del. May 24, 2021) [Docket No. 147]; *In re The Krystal Co.*, Case No. 20-61065 (PWB) (Bankr. N.D. Ga. Feb. 10, 2020) [Docket No. 137].

40. Furthermore, given the numerous issues Accordion and Mr. Hede may need to address during these chapter 11 cases, Accordion's and Mr. Hede's commitment to the variable level of time and effort necessary to address all such related issues as they arise, and the market prices for services for engagements of this nature in an out-of-court context, the Debtor has determined that the Accordion fee arrangement is fair and reasonable and should be approved.

41. Finally, to the best of the Debtors' knowledge, information, and belief, Accordion do not have any interest materially adverse to the Debtors' estates or 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. Further, the Debtors understand that Accordion believes it is disinterested because, to the best of Accordion's and Mr. Hede's knowledge, information, and belief, Accordion has no connection with the Debtors, their creditors, or any other party-in-interest, except as disclosed in the Hede Declaration.

42. The retention of Accordion and the services of Mr. Hede as CRO are in the best interests of the Debtors and their estates and is a sound exercise of the Debtors' business

judgement. As set forth above, Mr. Hede has extensive experience working with many companies undertaking restructuring efforts, and Accordion is well qualified and equipped to assist the Debtors. In providing prepetition services to the Debtors, Accordion gained valuable experience, expertise, and specifically relevant knowledge regarding the Debtors' business that will assist it in providing effective and efficient services in these Chapter 11 Cases.

No Duplication of Services

43. The services that the Engagement Personnel will provide to the Debtors will be appropriately directed by the Debtors and their counsel so as to avoid duplication of efforts with any other professionals retained in these chapter 11 cases and performed in accordance with applicable standards of the profession. The Engagement Personnel will work collaboratively with the Debtors and other professionals employed by the Debtors to avoid duplication of services. The Debtors believe that the services to be provided by the Engagement Personnel will complement and will not be duplicative of any services of the Debtors' other professionals.

No Prior Request

44. No prior Application for the relief requested herein has been made to this or any other court.

Notice

45. 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.

The Debtors request that the Court enter the Proposed Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: March 21, 2025

Respectfully submitted,

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil

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

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*Proposed Counsel for 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)

(Jointly Administered)

**ORDER AUTHORIZING (I) THE RETENTION OF ACCORDION
PARTNERS, LLC TO PROVIDE THE DEBTORS A CHIEF
RESTRUCTURING OFFICER AND CERTAIN ADDITIONAL PERSONNEL
AND (II) DESIGNATION OF ANDREW D.J. HEDE AS CHIEF RESTRUCTURING
OFFICER FOR THE DEBTORS AND, EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), for entry of an order (this “Order”) authorizing the Debtors to retain Andrew D.J. Hede as Chief Restructuring Officer (“CRO”) and Accordion Partners, LLC (“Accordion”) and provide certain additional personnel, effective as of the Petition Date, pursuant to sections 105(a) and 363(b) of title 11 of the United States Code (the “Bankruptcy Code”); rules 6003 and 6004(h) 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*; and the Court having reviewed the Application, the *Declaration of Andrew D.J. Hede in Support of the Debtors’ Application for an*

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 otherwise defined herein shall have the meanings ascribed to them in the Application.

Order Authorizing (I) the Retention of Accordion Partners, LLC to Provide the Debtors a Chief Restructuring Officer and Certain Additional Personnel and (II) Designation of Andrew D.J. Hede as Chief Restructuring Officer for the Debtors and Debtors In Possession, Effective as of the Petition Date (the “Hede Declaration”); and this Court having found that the Court has jurisdiction over the matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that the Court has jurisdiction over the matter pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that in accordance with the Engagement Letter, all as more fully set forth in the Application; and the Court being satisfied, based on the representations made in the Application and the Declaration, that (a) Accordion does not hold or represent an interest adverse to the Debtors’ estates and (b) Accordion is a “disinterested person” as defined in section 101(14) 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 this Court having found that the Debtors’ notice and opportunity for a hearing on the Application were appropriate and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court, if any; and this Court having determined that the legal and factual bases set forth in support of the Application establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and any objection to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted, as set forth herein.

2. The terms of the Engagement Letter, including without limitation, the compensation provisions and the indemnification provisions, as modified by the Application and this Order, are reasonable terms and conditions of employment and are hereby approved.

3. In accordance with section 363 of the Bankruptcy Code, the Debtors are authorized to (i) retain Accordion to provide the Debtors with a CRO and certain Additional Personnel and (ii) designate Andrew D.J. Hede as the Debtors' CRO, effective as of the Petition Date, in accordance with the terms and conditions of the Engagement Letter.

4. Upon employment and retention by the Debtors, the Engagement Personnel shall be empowered and authorized to carry out all duties and responsibilities set forth in the Engagement Letter.

5. Accordion and its affiliates will not act in any other capacity (for example, and without limitation, as a financial advisor, claims agent/administrator, or investor/acquirer) in connection with these Chapter 11 Cases.

6. On a monthly basis, Accordion shall file with the Court and provide the U.S. Trustee and any official committees (together, the "Notice Parties") a report of staffing on the engagement for the previous month by the 20th of each month for the previous month, (the "Staffing Report"). The Staffing Report will include the names and tasks filled by all Engagement Personnel involved in this matter. The Staffing Report (and Accordion's staffing for this matter) will be subject to review by the Court in the event so requested by any of the Notice Parties.

7. Accordion shall also file reports of compensation earned, and expenses incurred on a quarterly basis. Such reports shall contain summary charts which describe the services provided, identify the compensation earned by each executive officer and staff employee provided, and

itemize the expenses incurred. Such compensation and expenses shall be subject to Court review solely in the event that an objection is filed.

8. Accordion shall abide by the provisions set forth in Section J of the Court's General Order No. 26-2019 (the "Complex Case Procedures") and shall receive monthly payments from the Debtors consistent with Section J; provided, however, Accordion shall not be required to submit fee applications pursuant to Sections 330 and 331 of the Bankruptcy Code. Instead, Accordion's fees shall be reviewed at the conclusion of the case on a reasonableness standard.

9. Accordion is entitled to seek reimbursement of actual and necessary expenses, including legal fees related to its retention, staffing, or compensation reports.

10. The Debtors are permitted to indemnify those persons serving as executive officers on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtors' Directors & Officers insurance policy.

11. Accordion shall provide 10 business days' notice to the Debtors and the U.S. Trustee in connection with any increase in the hourly rates listed in the Application.

12. The Engagement Personnel shall use reasonable efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals.

13. If there is any inconsistency between the terms of the Application, the Engagement Letter, the Hede Declaration, or this Order, this Order shall govern.

14. For a period of three years after the conclusion of Accordion's engagement, neither Accordion nor any of its affiliates shall make any investments in the Debtors or reorganized Debtors, as applicable.

15. 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.

16. 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.

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

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

19. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Bankruptcy Local Rules are satisfied by the contents of the Application.

20. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

21. This Court shall retain jurisdiction with respect to all matters arising or related to the implementation of this Order.

22. 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 TRAURIG, LLP

/s/ David B. Kurzweil

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

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

Terminus 200

3333 Piedmont Road, NE, Suite 2500

Atlanta, Georgia 30305

Telephone: (678) 553-2100

Email: kurzweild@gtlaw.com

petriem@gtlaw.com

*Proposed Counsel for the Debtors and
Debtors in Possession*

EXHIBIT B

Hede Declaration

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

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

**DECLARATION OF ANDREW D.J. HEDE IN SUPPORT OF DEBTORS'
APPLICATION FOR AN ORDER AUTHORIZING (I) THE RETENTION OF
ACCORDION PARTNERS, LLC TO PROVIDE THE DEBTORS A CHIEF
RESTRUCTURING OFFICER AND CERTAIN ADDITIONAL PERSONNEL
AND (II) DESIGNATION OF ANDREW D.J. HEDE AS CHIEF RESTRUCTURING
OFFICER FOR THE DEBTORS AND, EFFECTIVE AS OF THE PETITION DATE**

Pursuant to 28 U.S.C. section 1746, I, Andrew D.J. Hede, declare as follows:

1. I am a Senior Managing Director and the Head of the Turnaround & Restructuring Practice with Accordion Partners, LLC ("Accordion"), a financial and technology consulting firm. I submit this declaration (the "Declaration") in support of *Debtors' Application for an Order Authorizing (I) the Retention of Accordion Partners, LLC to Provide the Debtors a Chief Restructuring Officer and Certain Additional Personnel and (II) Designation of Andrew D.J. Hede as Chief Restructuring Officer for the Debtors and Debtors In Possession Effective as of the Petition Date* (the "Application")² of the above-captioned debtors and debtors in possession

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 otherwise defined herein shall have the meanings ascribed to them in the Application.

(collectively, the “Debtors”). Except as otherwise noted, I have personal knowledge of the matters set forth herein, and, if called as a witness, I would testify thereto.³

Accordion’s Qualifications

2. Accordion is a financial and technology consulting firm, serving companies and their stakeholders across a wide spectrum of industries and sizes. Accordion’s relevant services include, but are not limited to, turnaround and restructuring advisory, interim management and Chief Restructuring Officer (“CRO”) services, transaction advisory, operational and technical accounting advisory, transformation, data and analytics, and strategic financial planning and analysis. Accordion has significant qualifications and experience in these matters and an excellent reputation for providing high quality, specialized interim management/CRO and restructuring advisory services to debtors, creditors, and investors in complex chapter 11 cases and other restructurings, both in and out of court.

3. Accordion professionals have advised debtors in many recent cases in other jurisdictions, including, among others: *In re Red River Talc, LLC*, Case No. 24-90505 (CML) (Bankr. S.D. Tex. September 20, 2024); *In re OSG Holdings, Inc.*, Case No. 23-90799 (Bankr. S.D. Tex. October 15, 2023); *In re The Pill Club Pharmacy Holdings, LLC*, Case No. 23-41090 (ELM) (Bankr. N.D. Tex. May 16, 2023); *In re MRRC Hold Co. (f/k/a Rubio’s Restaurants, Inc.)*, Case No. 20-12688 (MFW) (Bankr. D. Del. Nov. 18, 2020); *In re K.G. IM, LLC (Il Mulino)*, Case No. 20-11723 (MG) (Bankr. S.D.N.Y. Sept. 28, 2020); *In re Muji U.S.A. Limited*, (Case No. 20-11805 (MFW) (Bankr. D. Del. Aug. 10, 2020); *In re Advantage Holdco, Inc.*, Case No. 20-11259

³ Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at Accordion and are based on information provided by them.

(CTG) (Bankr. D. Del. Jun. 29, 2020); *In re Old Market Group Holdings Corp. (f/k/a Fairway Group Holdings Corp.)*, Case No. 20-10161 (JLG) (Bankr. S.D.N.Y. Mar. 20, 2020); *In re Schurman Fine Papers*, Case, No. 20-10135 (JTD) (Bankr. D. Del. Feb. 26, 2020); *In re Colt Defense LLC*, Case No. 15-11287 (LSS), (Bankr. D. Del. Jul. 29, 2015).⁴

4. I have over 30 years of financial and operational transformation and restructuring experience in both the United States and Australia, advising clients in numerous formal and out-of-court restructurings. I specialize in advising companies, creditors, and equity sponsors in distressed and non-distressed situations, with a particular focus on financial and operational reviews, liquidity management, performance improvement, business and asset divestment, business plan preparation and review, recapitalization strategies, and negotiation of reorganization plans. My experience covers a broad range of sectors with extensive experience in Consumer Products & Retail, Real Estate & Construction, Media & Telecom, and Transportation & Distribution.

5. The Debtors seek the retention of Accordion because of Accordion's professional standing and reputation. Accordion has considerable experience in providing chief restructuring officer and financial advisory services in restructurings and reorganizations and enjoys an excellent reputation for the results it has obtained for clients in chapter 11 cases throughout the United States.

6. On September 16, 2024, Air Pros Solutions Holdings, LLC, Air Pros Solutions, LLC, and their direct and indirect subsidiaries retained me to serve as CRO and Accordion as restructuring financial advisor. Air Pros Solutions Holdings, LLC, Air Pros Solutions, LLC, and

⁴ Effective May 11, 2021, Mackinac Partners, LLC was acquired by Accordion Partners, LLC, and Mackinac Partners, LLC's representations are listed above with Accordion Partners, LLC's representations.

their direct and indirect subsidiaries and Accordion executed a prior Engagement letter to provide professional advisory services to the Debtors effective March 7, 2024, and subsequently executed a First Addendum to the Prior Engagement effective April 29, 2024, adding an interim Controller to support their finance operations. The September 16, 2024 Engagement Letter, together with Exhibit A attached thereto and incorporated therein by reference, constitutes the entire Agreement and Engagement of the parties thereto; it also supersedes and replaces the Prior Engagement and the First Addendum. Since the inception of Accordion's engagement with the Debtors, Accordion professionals have provided interim management and restructuring support services pursuant to the applicable engagement letter(s).

7. Since that time, we have developed substantial knowledge of the Debtors' business and operations that is essential to the Debtors' continuity of management and will benefit the Debtors throughout these chapter 11 cases. The Debtors require our services in order to maximize the value of their estates through a reorganization process. Finally, Accordion is well-qualified and able to represent the Debtors in a cost-effective, efficient, and timely manner.

Services to be Rendered

8. Among other things, the Engagement Personnel will support the Debtors with respect to the following:⁵

- a. Assist the Debtors in managing the process of filing petitions for relief under chapter 11 of the Bankruptcy Code;
- b. Assist the Debtors and collaborate with counsel and the Debtors' other professionals in preparing to file petitions for relief under chapter 11 of the Bankruptcy Code and all related papers;

⁵ The summaries of the Engagement Letter contained in the Application are provided for purposes of convenience only. In the event of any inconsistency between the summaries contained herein and the terms and provisions of the Engagement Letter, the terms of the Engagement Letter shall control unless otherwise set forth herein. Capitalized terms used in such summaries but not otherwise defined herein shall have the meanings set forth in the Engagement Letter.

- c. Assist with the Debtors' implementation of Court orders;
- d. Assist with financing issues either prior to or during a bankruptcy filing, including providing analysis required to obtain and comply with the terms of the Debtors' usage of cash collateral, post-petition and/or exit financing;
- e. Participate in meetings and provide support to the Debtors and their other professionals in responding to information requests, communicating with and/or negotiating with lenders, official and unofficial committees of creditors, vendors, customers, the U.S. Trustee, other parties in interest, and professionals hired by the same;
- f. Based on the Debtors' underlying records, as and when produced, prepare such financial disclosures as may be required by the Court, including the Debtors' schedules of assets and liabilities, statements of financial affairs and monthly operating reports;
- g. Assist the Debtors with de minimis asset sales and support a section 363 sale process, including (i) developing materials and documents for potential buyers' review, (ii) assisting the Debtors with the preparation of due diligence materials and responding to buyer diligence requests, (iii) assisting with the evaluation of offers received and (v) working with the Debtors, counsel, and other advisors to prepare and support asset purchase agreements and related motions to obtain Court approval;
- h. Advise regarding the Debtors' accounting and operating procedures to segregate prepetition and post-petition business transactions;
- i. Identify the Debtors' executory contracts and unexpired leases, as and when produced, and perform analyses of the financial impact of the assumption or rejection of each, as necessary;
- j. Participate in the Debtors' claims analysis and reporting, including plan classification modeling and claim estimation;
- k. Assist in implementing the Debtors' chapter 11 plan;
- l. Prepare the Debtors' information and analysis necessary for the confirmation of the Debtors' plan of reorganization, including information contained in the Debtors' disclosure statement such as a liquidation analysis, projections, and range of reorganization value;
- m. Advise the Debtors on the implementation of technical accounting matters resulting from or related to the bankruptcy and restructuring process;
- n. Render testimony, as requested, about the matters regarding which Accordion, and its personnel are providing services; and
- o. Provide such other restructuring or advisory services to the Debtors as are consistent with the role of Chief Restructuring Officer and/or the above described services, requested by the Debtors and their counsel, not duplicative of services provided by other professionals, and agreed to by Accordion.

Disinterestedness and Eligibility

9. In connection with the preparation of this Declaration, Accordion conducted a review of its connection with the Debtors, their creditors, their equity security holders, or other parties in interest or their respective attorneys or accountants that were made known to Accordion by the Debtors, as well as the U.S. Trustee, any person employed in the office of the U.S. Trustee, or any United States bankruptcy judge in this district in any matter related to the Debtors or their estates; (b) does not hold any interest adverse to the Debtors' estates. A listing of the parties reviewed is reflected on **Exhibit A** to this Declaration. Accordion's review, completed under my supervision, consisted of a query of the Exhibit A parties within the internal computer databases⁶ containing names of individuals and entities that are present or recent former clients of Accordion, or have an economic relationship with Accordion as a vendor, lender, investor or otherwise. Accordion also performed certain supplemental inquiries of its professionals to identify other relevant connections. A listing of such relationships that Accordion identified during this process is set forth on **Exhibit B** to this Declaration.

10. Based on the results of its review, Accordion does not have a relationship with any of the parties on **Exhibit A** in matters related to the Debtors or these cases, other than the services that Accordion and I have provided to the Debtors.

11. Accordion has provided, and may reasonably expect to continue to provide, services unrelated to the Debtors' cases for the various entities shown on **Exhibit B**.⁷ Accordion's assistance to these parties has been related to providing various financial and technology

⁶ Accordion's computer databases cover Accordion Partners, LLC and its wholly owned subsidiaries.

⁷ Certain of the parties on Exhibit B also provide goods or services to Accordion unrelated to these Chapter 11 Cases as vendors.

consulting services. To the best of my knowledge and except as otherwise disclosed herein, no services have been provided to these parties in interest that involve their rights in the Debtors' cases, nor does Accordion's involvement in these Chapter 11 Cases compromise its ability to continue such other consulting services.

12. As part of its diverse practice, Accordion appears in numerous cases, proceedings, and transactions that involve many different professionals, including attorneys, accountants, and financial consultants, who may represent claimants and parties-in-interest in the Debtors' Chapter 11 Cases. Accordion's professionals participate in and serve on the boards of various professional associations in which such professionals, as well as judges and employees of the Office of the United States Trustee, may also be involved. Also, Accordion has performed in the past, and may perform in the future, consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of whom may be involved in these cases. In addition, Accordion has in the past, may currently be, and will likely in the future be working with or against other professionals involved in these Chapter 11 Cases in matters unrelated to the Debtors and these cases. Based on our current knowledge of the professionals involved, and to the best of my knowledge, these relationships are not adverse to the Debtors' estates, and they are wholly unrelated to the Debtors' Chapter 11 Cases.

13. Accordion is not a "creditor" of any of the Debtors within the meaning of section 101(10) of the Bankruptcy Code. Further, neither Accordion nor any member of the Accordion engagement team serving the Debtors, to the best of my knowledge, (a) is a creditor, equity security holder, or insider (other than my service as CRO) of the Debtors; (b) is or has been within two years before the Petition Date, a director, officer, or employee of the Debtors, other than my service as CRO; or (c) has any interest materially adverse to the interests 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. To the best of my knowledge, based upon the results of the relationship search described above and disclosed herein, Accordion (i) is a “disinterested person” and (ii) does not hold or represent any interest adverse to the Debtors’ estates. Therefore, Accordion believes it is eligible to represent the Debtors.

14. Accordion intends to update and expand its ongoing search for additional parties in interest on a regular basis. If any new material relevant facts or relationships are discovered or arise, Accordion will file a supplemental declaration.

Professional Compensation

15. Subject to Court approval, and in compliance with the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the Local Rules of Practice for the United States Bankruptcy Court for the Northern District of Georgia (the “Local Rules”), and the Complex Case Procedures, and such other procedures as may be fixed by order of the Court, Accordion will seek from the Debtors payment for compensation on an hourly basis for the Engagement Personnel, and reimbursement of actual and necessary expenses incurred by Accordion. Accordion’s customary hourly rates as charged in this bankruptcy matter are outlined in the Application⁸. These hourly rates are adjusted periodically, typically on an annual basis, or upon promotion of Accordion’s professionals.

⁸ In other matters, Accordion may use alternate billing structures and rates for its services, including working on a fixed fee basis (e.g., interim leadership, certain CFO advisory services), depending on the nature of each engagement. Additionally, other practice groups within Accordion (e.g., Operational & Technical Accounting, Strategic Financial Planning & Analysis, Transaction Execution, CFO Technology, etc.) may have hourly rates that differ from those applicable to the services described herein. As such, the professional staff retained on this engagement may also be deployed on other engagements for which the structure of Accordion’s compensation for their services may differ from the actual hourly fee billing and hourly rates that will apply to this engagement.

16. In accordance with the terms of the Engagement Letter, Accordion will be paid by the Debtors for the services of the Engagement Personnel at their customary hourly billing rates. The current hourly billing rates for the Engagement Personnel are:⁹

<u>Professional</u>	<u>Per Hour (USD)</u> ¹⁰
Turnaround and Restructuring	\$475-\$1,250
Technical Accounting	\$350-\$600

17. In addition to compensation for professional services rendered by Engagement Personnel, Accordion will seek reimbursement of reasonable and necessary expenses incurred in connection with these Chapter 11 Cases, including but not limited to travel, lodging, computer research, messenger, and telephone charges. In addition, Accordion shall be reimbursed for the reasonable fees and expenses of its outside counsel (if any) incurred by Accordion in relation to Accordion's retention, staffing, or compensation reports in these cases, subject to Court approval. In the event Accordion seeks reimbursement for attorneys' fees during the term of the Debtors' chapter 11 cases, Accordion will include the applicable invoices and supporting time records from such attorneys (in summary form and redacted for privilege and work product). Such attorneys do not need to be retained under section 327 of the Bankruptcy Code

18. These hourly rates are adjusted periodically, typically on an annual basis, or upon promotion of Accordion's professionals. The fee structure as set forth in the Application is

⁹ In other matters, Accordion may use alternate billing structures and rates for its services, including working on a fixed fee basis (e.g., interim leadership, certain CFO advisory services), depending on the nature of each engagement. Additionally, other practice groups within Accordion (e.g., Operational & Technical Accounting, Strategic Financial Planning & Analysis, Transaction Execution, CFO Technology, etc.) may have hourly rates that differ from those applicable to the services described herein. As such, the professional staff retained on this engagement may also be deployed on other engagements for which the structure of Accordion's compensation for their services may differ from the actual hourly fee billing and hourly rates that will apply to this engagement.

¹⁰ Accordion adjusted its hourly rates on January 1, 2025 in accordance with the Engagement Letter.

reasonable and comparable to those fees generally charged by restructuring financial advisor and consultants of similar stature to Accordion for comparable engagements, both in and out of chapter 11.

19. In the 90 days prior to the Petition Date, Accordion received payments totaling \$2,741,895.99 in the aggregate for services performed for the Debtors. Accordion has applied these funds to amounts due for services rendered and expenses incurred prior to the Petition Date.

20. Accordion has received unapplied advance payments from the Debtors in excess of prepetition billings in the amount of \$168,372.43. Accordion will hold these advance payments until the end of the chapter 11 cases and apply those amounts to final fees and expenses approved by the Court.

21. To the best of my knowledge, (a) no commitments have been made or received by Accordion with respect to compensation or payment in connection with these cases, other than in accordance with the provisions of the Bankruptcy Code and (b) Accordion has no agreement with any other entity to share with such entity any compensation received by Accordion in connection with these chapter 11 cases, other than as described herein.

No Duplication of Services

22. The Debtors and Accordion intend that Accordion's services will be appropriately directed by the Debtors so as to avoid duplication of efforts with any other professionals retained in these Chapter 11 Cases and will be performed in accordance with applicable standards of the profession. Accordion will work collaboratively with the Debtors' other professionals to avoid duplication of services among professionals.

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

Respectfully submitted,

/s/ Andrew D. J. Hede

Andrew D.J. Hede

Chief Restructuring Officer of the Debtors
and Debtors in Possession

EXHIBIT A

Potential Parties-In-Interest

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

Derrick, Kimberly

Kirkland, Shakya

Kostov, Adrienne

Kroll, LLC

La Grange Air Force Heating and Air, LLC

Landry, Jamie

Lasner, Jermey

Le, Chloe

Lea, Gordon

Lee, Zoey
Leftwich, James
Leftwich, Marti
Lester, Chantel
Lindbert, Timothy
Linton, Dwayne
Livingstone, Sarah
Lock, Kristi
Lopez, Michael
Lopez-Lantigua, Rogelio
Love, Cathy
Lvoff, Mikhael
Ma, Quang
Maldonado, Donny
Marcelino, Ivanny
Martoral, Barbara
McAfee, India
McCarthy, Ricky
McGee & Huskey, P.A.
McMackin, Frank
Meriweather County Sheriff's Office
Mobile Fixture & Equipment Company
Morgen, Timothy
Musemeche, Barry
N898PA, LLC
Naranjo, Eduardo
Natural Concepts Marketing Group Inc.
Nitchman, Andrew
One Source Air Pros
One Source Colorado
O'Neill, Peter
Overton, Cyndi
Perera, Douglas
Personalized Power
Peterson, Natachia
Pickle, Debra
Piggott, Cedriana
Processing Partners A-E
Puerto Gonzalez, Maria
Queralt, Leida
Ramirez, Jose
Reed, Brittany
Reed, Gwendolyn
Ricksecker, Bryan
Rivera Perdoma, Wilman
Rodriguez Bahuda, Juan

Rodriguez, Anthony
Rosenbaum, Ari
Roth, Loretta
Saint Fort, Melino
Saint Fort, Pierre
Saltos, Darwin
Sebastian Construction
Sedar, Martin B.
Segarra, Jason
ServInland Restoration Inc.
Setchell, Chad
Siegling, Kathy
Siegling, Reed
Staehle, Thomas
Stahle, Thomas
Stensil, Susan
Stroud, Loyce
Tanya Mitchell/Formost Insurance Co
Tariq, Faran
Tauzin, Jeffrey D.
Taylor, Jusin
Taylor, Nathaniel
Thanasoulis, Alex
Thomas Builders
Thryv Inc (f.k.a. Dex Media)
Tomlinson, Paul
Torrell, William
Trejo, Katherine
Tucco Construction
Tucco Homes
Valentin, Jose
Varela, Raquel
Veloz Padron, Raiden
William, Booker
Williams, Aaron
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
Airgas LLC
Ala Ga Roll Off
All About Sheet
All About Sheet Metal
All County Sheet LLC
All County Waste Inc
All Crane Rental of Alabama
All Points Logistics
Alliance Construction
Almeida Enterprises, Inc. DBA Almeida
Forklifts
Almeida's Enterprises
Amazon
American 001
American Airlines
American City Bus
American Coatings
American Eagle
American Pipe and Supply
American Standard Warranties
Americast Precast
Angi
Animoto
AP - It Subscription Pcard
AP Marketing Subscription Pcard
APA Insurance

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

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	Hajoca Dallas
Account	Harbor Freight Tools
FACC Services Group	Harris Sheet Metal
Facebook	Harris Vehreg
Fastenal Company	Hatch
Faucet Parts of Amer	Hatchify
FedEx	Hinkle Metals & Supply Co
Fee Citrus	Hireright LLC
Ferguson	Hiscox - Underwriters at Lloyd's London
Ffm Wraps	Hiscox Insurance Co, Inc
Filterbuy	Hollywood 111
Filtration Plus	Hollywood Digital Blue Print
Firestone Greenberger PLLC	Honey Bucket
Fissco Supply	Hootsuite Inc
Five9, Inc	Hub City Towing
Fivepoint Service	Hugedomains.Com
Fleet Services of Fl	Hughes Supply
Florida Express Waste and Recycling	HVAC Supply Inc
Fort Myers 163	Hydrologic
Forte Payment Systems	IDI Distributors
Franconnect, LLC	Iheart Media
Front Range Elec	Incloud, LLC
FTL	Indeed
Gallagher Cyber	Industrial Ser & Sup
Garland Bldg Insp	Inspected.Com
Geary Pacific Supply	Integrated Power Services (IPS)
Gemaire Group	International Franch Parlin NJ
Generac Power System	International Franchise Professional Group,
Generation Sewer and Water, LLC	Inc.
Geninterlock	Interplay

Interstate Battery
Interstate Electrical Supply
Intuit
Ivey Lumber Sales
Jackson Supply Company
JAMF Software, LLC
JB & Associates
JBT Power
Jedco Supply
Jetters Northwest
JH Wright & Associates
Johnson Controls
Johnston Supply Bo Boynton Beach Fl
Johnstone Supply
Jubilee Ace Home Cntr Inc
Keller Supply
Kem Supply House
Kennedy Restoration and Roofing
KickCharge Creative
Kinsta
Kohler Co
Kymera
Lake County Bocc
Lakeland 157
Las Vegas Cuban
Lc Community Dev
LCRM Plumbing
Learfield Communications
Lennox International
Lg Crane Service
Lighthouse Point LP
Linetic
LinkedIn
Loftin Equipment
Lone Wolf Software
Lowe Electric Supply Co.
Lowes
Lynarc Welding Suppl
M&A Supply Company
M2 Customs
Mailchimp
Marcone Supply
Martin G Reyes
Master Insulation
Mathes of Alabama Electric Supply
Mawss

Mayer
Mayer Electric
Mdc Diverse Power
Mdc Rer (Bldg) Dept
Mechanical Services
Metal Products LLC
Metro Signs
MFV Expositions LLC
Miami 118
Miami Dolphins
Microsoft
Mingledorff
Mobile 251
Mobile County License
Mobile Fence Co
Moffett Road Hardwar
Moore Supply Dallas
Morsco
Motion Industries
Moore Supply Dallas
Murdock 161
N2 Co
Napa of Covington
Naples 165
Neat
Nexair LLC
Next Plumbing Supply
Ntta
Numeracle
Office Depot
Optimum7
Opus Virtual Offices
O'Reilly
Orkin
Pacific Plumbing
Panthers
Panzarella Waste
Paris Ace
Patchmaster Serving
Paymentus Corp
Pbcounty Pzb
PDI - Columbus
PDS Radon Supply
Peach State
Peninsular Electric
PEX Card

Phenix City Al Bld
Phoneburner
Pitney Bowes, Inc,
Plano 635
Plano Trakit
Platt Electric
Podium.Com
Pods
Pope's Parts
Power & Lighting International Distributors
Power Distributors
Prestressed Contractors, Inc.
Prime Warranty LLC
Pro-Craft General Contractor
Propertyradar
PSP Products Inc
PSVJ
Pueblo Regional Bldg Dep
Pueblo Winair Co
Queensboro Industries
R.E. Michel Company, LLC
Rack Electric
Radon Supply
Radwell International
Rainbow Spring Water, Inc.
Rampart Supply
Reading Truck Equipment LLC
Real Time Marketing (Unify 360)
Record-Nation
Refricenter International
Reyes General Services LLC
RGF Environmental Group, Inc.
Ringcentral Inc
Rings Forklift
Riviera Utilities
Robert Dueitt Construction
Rotobrush International
Sage Software
SAS Tech Contractors
Sasquatch Waste
Satsuma License
SCS Fort Worth
Seco Energy
Semmes *Comm Dev
Sequel Electrical Supply
Service Finance Company

Service Titan, Inc.
Shearer Supply
Shred Monkeys
Shutterstock
Sims Crane & Equipment Co.
Sinch Mailgun
Sinclair Broadcast Group
Sinclair Broadcasting
Sindarin.Tech
Slack
Solistice Healthplans
South Florida Appliance, Inc.
Southern Pipe & Supply
Southern Rewinding
Southern Spiral Pipe
Southern Tele-Commun
Sprout Social, Inc
Sq Plumbing Service
Sq Southern Tele-Comm
Standard Supply
Stoneway Electric
Succurri
Sumter County
Sumter Electric
Sun Sentinel Media Group
Sunbelt Rentals
Sunpass
Synchrony Bank
Tampa East
Teter's Faucet Parts Center
Thomas Engineering Group
The Home Depot
The Lilly Company
The Trailer Doc & Fab Shop
The Trailer Doctor
Thermal Products
Thermal Supply I
Thomas Engineering Group
Thomson Power Systems
To Your Success
Tradeshift
Tropic Supply Inc.
TSYS
Uber
Unifirst
Unify360

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

Parties to Leases

11055 Plano Road, LLC
2609 Cameron Street, LLC
2801 Evans Street LLC
30590 LA16, LLC
Atlanta Industrial TT, LLC c/o Investcorp
International Realty, Inc.
Atlanta Industrial TT, LLC c/o Taurus
Investment Holdings, LLC
Barken, LLC
Black Horse, LLC - Property Managers
Boca Raton Business Park Trust, Inc.
Cary C. Collins, Trustee & Joyce Collins,

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

Professionals

Accordion
CBIZ
Dentons Sirote PC
Firestone Greenberger PLLC
Graham & Graham, LTD
Greenberg Traurig
Jefferies
Lathrop GPM
Lrhirsh, LLC
Marcum, LLP
National Financial Services
Lamb, Patrick R.
The Law Office of Richard Corey, PLLC
Verita

V-Net Consulting

Other Creditors/Vendors

10 to 1 Public Relations
Addison Group
Alan Ray LaFoy
Beach Networks
Collier, John
Casper 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

EXHIBIT B

Disclosures

This information is being provided in connection with the *Debtors' Application for an Order Authorizing (I) the Retention of Accordion Partners, LLC to Provide the Debtors a Chief Restructuring Officer and Certain Additional Personnel and (II) Designation of Andrew D.J. Hede as Chief Restructuring Officer for the Debtors and Debtors In Possession, Effective as of the Petition Date*, Accordion has or had business relationships with, currently renders or has previously rendered services during the past two years in matters unrelated to these chapter 11 cases for the following entities or their affiliates:¹

Type	Name	Accordion Relationship
Advisors to Bidders	Kroll	Client Relationship
Advisors to Bidders	Willis Towers Watson	Vendor Relationship
Counsel to Bidder	King & Spalding	Client Relationship
Counsel to Bidder	Willkie Farr & Gallagher	Vendor Relationship
Creditors/Banks	American Express	Vendor Relationship
Creditors/Banks	Bank of America	Banking Relationship
Creditors/Banks	Citi	Banking Relationship
Creditors/Banks	JPMorgan Chase Bank	Banking Relationship
Creditors/Banks	PNC Bank	Client Relationship

¹ Notes:

- (1) Accordion served in an unrelated matter involving certain of the Attorneys General who are listed as Interested Parties.
- (2) A member of Accordion's senior leadership team's spouse's former job (two years ago) had her interacting with various state attorneys general.

Type	Name	Accordion Relationship
Creditors/Banks	PNC Bank	Banking Relationship
Creditors/Issuers of LOIs	PNC Bank	Client Relationship
Creditors/Issuers of LOIs	PNC Bank	Banking Relationship
Creditors/Litigation Claimants	Kroll, LLC	Client Relationship
Creditors/Local, State and Federal Taxing Authorities	Colorado Department of Revenue	Vendor Relationship
Creditors/Local, State and Federal Taxing Authorities	Florida Department of Revenue	Vendor Relationship
Creditors/Local, State and Federal Taxing Authorities	IRS - Internal Revenue Service	Taxing Relationship
Creditors/Local, State and Federal Taxing Authorities	State of Alabama - Department of Revenue	Vendor Relationship
Creditors/Local, State and Federal Taxing Authorities	Texas Comptroller of Public Accounts	Vendor Relationship
Creditors/Local, State and Federal Taxing Authorities	Washington Department of Revenue	Vendor Relationship
Creditors/Other Local, State or Federal Authorities	Alabama Attorney General ⁽¹⁾	Client Relationship
Creditors/Other Local, State or Federal Authorities	Colorado Attorney General ⁽¹⁾	Client Relationship
Creditors/Other Local, State or Federal Authorities	Florida Attorney General ⁽¹⁾⁽²⁾	Client Relationship
Creditors/Other Local, State or Federal Authorities	Georgia Attorney General ⁽¹⁾⁽²⁾	Client Relationship
Creditors/Other Local, State or Federal Authorities	Louisiana Attorney General ⁽¹⁾⁽²⁾	Client Relationship
Creditors/Other Local, State or Federal Authorities	Mississippi Attorney General ⁽¹⁾	Client Relationship
Creditors/Other Local, State or Federal Authorities	Washington Attorney General ⁽¹⁾⁽²⁾	Client Relationship
Creditors/P&C Insurance	Endurance American Specialty Insurance Company	Vendor Relationship
Creditors/Parties to Contracts	Adobe	Vendor Relationship
Creditors/Parties to Contracts	Amazon	Vendor Relationship

Type	Name	Accordion Relationship
Creditors/Parties to Contracts	American Airlines	Vendor Relationship
Creditors/Parties to Contracts	AT&T	Client Relationship
Creditors/Parties to Contracts	AT&T	Vendor Relationship
Creditors/Parties to Contracts	Avalara Inc.	Client Relationship
Creditors/Parties to Contracts	Bestbuy	Vendor Relationship
Creditors/Parties to Contracts	Carrier Enterprise	Client Relationship
Creditors/Parties to Contracts	Comcast	Client Relationship
Creditors/Parties to Contracts	Comcast	Vendor Relationship
Creditors/Parties to Contracts	Connectwise	Client Relationship
Creditors/Parties to Contracts	Corporation Service Company	Vendor Relationship
Creditors/Parties to Contracts	Directv	Client Relationship
Creditors/Parties to Contracts	Docusign	Vendor Relationship
Creditors/Parties to Contracts	Dropbox	Vendor Relationship
Creditors/Parties to Contracts	Expedia	Vendor Relationship
Creditors/Parties to Contracts	Fedex	Vendor Relationship
Creditors/Parties to Contracts	Godaddy	Vendor Relationship
Creditors/Parties to Contracts	Google	Vendor Relationship
Creditors/Parties to Contracts	Hireright LLC	Vendor Relationship
Creditors/Parties to Contracts	Integrated Power Services (IPS)	Client Relationship
Creditors/Parties to Contracts	Intuit	Vendor Relationship

Type	Name	Accordion Relationship
Creditors/Parties to Contracts	Johnson Controls	Vendor Relationship
Creditors/Parties to Contracts	Linkedin	Vendor Relationship
Creditors/Parties to Contracts	Lowes	Client Relationship
Creditors/Parties to Contracts	Microsoft	Vendor Relationship
Creditors/Parties to Contracts	Office Depot	Vendor Relationship
Creditors/Parties to Contracts	Pitney Bowes	Vendor Relationship
Creditors/Parties to Contracts	Ringcentral Inc	Vendor Relationship
Creditors/Parties to Contracts	Shutterstock	Vendor Relationship
Creditors/Parties to Contracts	Slack	Vendor Relationship
Creditors/Parties to Contracts	Sprout Social, Inc	Vendor Relationship
Creditors/Parties to Contracts	The Home Depot	Vendor Relationship
Creditors/Parties to Contracts	Uber	Client Relationship
Creditors/Parties to Contracts	Uber	Vendor Relationship
Creditors/Parties to Contracts	UPS	Vendor Relationship
Creditors/Parties to Contracts	USPS	Vendor Relationship
Creditors/Parties to Contracts	Zoho	Vendor Relationship
Creditors/Parties to Contracts	Zoom.us	Vendor Relationship
Creditors/Parties to Leases	Atlanta Industrial TT, LLC c/o Investcorp International Realty, Inc.	Client Relationship
Creditors/Parties to Leases	EQT Exeter Industrial REIT VI, LLC (New Landlord as of 8/15/24)	Client Relationship
Creditors/Professionals	Cherry Bekaert Advisory LLC	Vendor Relationship

Type	Name	Accordion Relationship
Creditors/Professionals	Datasite	Vendor Relationship
Creditors/Professionals	Dentons	Vendor Relationship
Creditors/Professionals	Greenberg Traurig	Vendor Relationship
Creditors/Professionals	Marcum, LLP	Vendor Relationship
Creditors/Professionals	RGP	Vendor Relationship
Creditors/Utilities	ADT Commercial/Everon, Llc	Client Relationship
Creditors/Utilities	Johnson Controls Security Solutions	Vendor Relationship
Creditors/Utilities	Spectrum Enterprise	Vendor Relationship
Litigation	Air Pros, LLC	Client Relationship
Litigation (Attorneys)	Dentons Sirote PC	Vendor Relationship
Litigation (Attorneys)	Holland & Knight	Vendor Relationship
Litigation (Plaintiffs)	Kroll, LLC	Client Relationship
Sponsor to Bidder	Alpine Investors	Client Relationship
Sponsor to Bidder	Tenex Capital Management	Client Relationship
Sponsor to Bidder	Trive Capital	Client Relationship
Third Party Financing	Wells Fargo	Banking Relationship

EXHIBIT C

Engagement Letter

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Accordion Engagement

PREPARED FOR



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September 26, 2024

Lawrence Hirsh
Sole Manager
Air Pros Solutions, LLC
150 S. Pine Island Road, Suite 200
Plantation, FL 33324
Email: lhirsh9999@gmail.com

Dear Mr. Hirsh,

On behalf of Accordion Partners, LLC ("Accordion"), we are pleased to submit the following for the retention of Accordion to provide professional restructuring and financial advisory services to Air Pros Solutions Holdings, LLC, Air Pros Solutions, LLC, and their direct and indirect subsidiaries (collectively, the "Company"). Subject to the terms of this agreement (such retention, the "Engagement" and this agreement, the "Agreement"), the Company hereby (i) retains Accordion as financial advisor (its professional staff, the "Additional Personnel"), effective as of September 16, 2024 (the "Engagement Effective Date"), and (ii) agrees to retain Andrew Hede as Chief Restructuring Officer, a professional consultant, to the Company, effective as of such date on which Accordion determines, in its sole discretion, that the Company has satisfied the provisions of paragraph 12 of Exhibit A.

The Company and Accordion executed a prior Engagement letter to provide professional advisory services to the Company effective March 7, 2024 ("Prior Engagement"), and subsequently executed a First Addendum to the Prior Engagement ("First Addendum") effective April 29, 2024, adding an interim Controller to support its finance operations. This letter, together with Exhibit A attached hereto and incorporated herein by reference, constitutes the entire Agreement and Engagement of the parties hereto; it shall also supersede and replace the Prior Engagement and the First Addendum.

General terms of our Engagement are included in Exhibit A attached hereto and incorporated herein by reference.

Scope of Advisory Services

Andrew Hede will serve as the Company's Chief Restructuring Officer, reporting to Lawrence Hirsh, in his capacity as the sole manager of Air Pros Solutions, LLC. The Chief Restructuring Officer shall have the powers and authority that would normally be given to a Chief Restructuring Officer. Accordion shall also dedicate Additional Personnel and resources, including an existing Interim Controller, to perform the Advisory Services as outlined herein.

In conjunction with undertaking the ordinary course duties of a Chief Restructuring Officer, Accordion is being engaged to perform the following services for the Company pursuant to this Agreement (collectively, the "Advisory Services"):

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- a) Advise the Company's senior management and its board of managers (the "Board") in the development, negotiation and implementation of restructuring initiatives and evaluation of strategic alternatives;
- b) Lead communications and/or negotiations with outside stakeholders, including bondholders, lenders, banks, creditors, and their respective advisors. The Chief Restructuring Officer and Additional Personnel shall serve as the principal contact with the Company's creditors with respect to the Company's financial and operational matters;
- c) Review and analyze the Company's financial results, projections, and operational data;
- d) Develop and implement cash management strategies, tactics, and processes, including developing a short-term cash flow forecasting tool and related reporting;
- e) Assist the Company in identifying and implementing any initiatives to improve operational and financial performance;
- f) Develop the Company's business plan and related forecasts;
- g) Support the Company's finance operations in the preparation and delivery of financial statements and enhancing the current month and year-end close process, including providing an Interim Controller and Additional Personnel;

Further, in the event that the Company or any related party seeks or elects to file for protection under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), Accordion shall:

- h) Assist the Company and collaborate with counsel and the Company's other professionals in preparing to file petitions for relief under chapter 11 of the Bankruptcy Code and all related papers;
- i) Assist with the Company's implementation of Court orders;
- j) Assist with financing issues either prior to or during a bankruptcy filing, including providing analysis required to obtain and comply with the terms of the Company's usage of cash collateral, post-petition and/or exit financing;
- k) Participate in meetings and provide support to the Company and its other professionals in responding to information requests, communicating with and/or negotiating with lenders, official and unofficial committees of creditors, vendors, customers, the U.S. Trustee, other parties in interest, and professionals hired by the same;
- l) Based on the Company's underlying records, as and when produced, prepare such financial disclosures as may be required by the Court, including the Company's schedules of assets and liabilities, statements of financial affairs and monthly operating reports;

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- m) Assist the Company with de minimis asset sales and support a section 363 sale process, including (i) developing materials and documents for potential buyers' review, (ii) assisting the Company with the preparation of due diligence materials and responding to buyer diligence requests, (iii) assisting with the evaluation of offers received and (v) working with the Company, counsel, and other advisors to prepare and support asset purchase agreements and related motions to obtain Court approval;
- n) Advise regarding the Company's accounting and operating procedures to segregate prepetition and post-petition business transactions;
- o) Identify the Company's executory contracts and unexpired leases, as and when produced, and perform analyses of the financial impact of the assumption or rejection of each, as necessary;
- p) Participate in the Company's claims analysis and reporting, including plan classification modeling and claim estimation;
- q) Assist in implementing the Company's chapter 11 plan;
- r) Prepare the Company's information and analysis necessary for the confirmation of the Company's plan of reorganization, including information contained in the Company's disclosure statement such as a liquidation analysis, projections, and range of reorganization value;
- s) Advise the Company on the implementation of fresh-start accounting and other technical accounting matters resulting from or related to the bankruptcy and restructuring process;
- t) Render testimony, as requested, about the matters regarding which Accordion, and its personnel are providing services; and
- u) Provide such other restructuring or advisory services to the Company as are consistent with the role of Chief Restructuring Officer and/or the above-described services, requested by the Company and its counsel, not duplicative of services provided by other professionals, and agreed to by Accordion.

The Company and Accordion may determine that additional Advisory Services are required under the terms of this Agreement. Any additional Advisory Services will require a written agreement between both parties. Prior to completion of this Engagement, and in accordance with the Ownership and Use paragraph below, Accordion will transition Company materials and documented processes prepared during the course of this engagement to the Primary Contact (as defined below) designated by the Company. Accordion is providing these Advisory Services and/or deliverables solely for the Company's (limited to its Board and management) benefit and, pursuant to a client relationship with the Company and not for any other person's or entity's use, benefit, or reliance. Accordion disclaims any contractual or other responsibility or duty of care to others based upon these Advisory Services or upon any deliverables or advice that Accordion provides. The Company's Board and/or

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management will remain responsible for all Company-related decisions and oversight of the Advisory Services. Accordion shall have no liability to the Company for any acts or omissions of Accordion personnel related to the performance or non-performance of Advisory Services at the direction of the Company or its Board and consistent with the requirements of this Agreement.

Should the Company file a petition for relief under chapter 11 of the Bankruptcy Code or any other insolvency proceeding, the Company will promptly apply to the bankruptcy court or other court of competent jurisdiction (the "Court") to obtain approval of Accordion's retention and any compensation arrangements and other terms hereunder effective as of the date of the filing. The form of retention application and proposed order shall be reasonably acceptable to Accordion and its counsel. The Company will cause its counsel to prepare, file, serve, and notice any motions or other filings related to Accordion's retention, compensation, and provision of services hereunder. Accordion will also have the right to obtain its own separate legal counsel to coordinate with the Company's counsel with respect to the Engagement.

Engagement Assumptions

Accordion relies upon the following assumptions and expectations (the "Engagement Assumptions") for providing the Advisory Services and determining the fee structure.

- The Company will designate Lawrence Hirsh, or other persons designated in writing, either of which shall be a competent person(s) with the requisite knowledge and experience to oversee the Advisory Services as the Primary Contact for supervision of the Engagement and central point of contact for all updates (the "Primary Contact"). The Primary Contact will have ultimate authority to provide instructions on behalf of the Company to Accordion in connection with the Engagement;
- The Company will reasonably cooperate with Accordion, and Accordion will have timely access to all materials and key personnel pertinent to the Advisory Services;
- The Deliverables (as defined below) and Advisory Services do not constitute tax, audit, valuation, legal, investment banking, or other professional service provider advice, opinion, services, or recommendations (which will be procured by the Company at its own expense). Company acknowledges and agrees that Accordion is not being requested to perform an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC or other state or national professional or regulatory body. Accordion will have timely access to Company facilities, including the headquarters and other facilities as needed;
- The Company will be solely responsible (and Accordion assumes no responsibility) for the accuracy, reliability, suitability, and/or completeness of information that Accordion receives from the Company and upon which analyses, and assessments are to be based;
- Accordion will be using and relying on the information provided by and on behalf of the Company without independent verification by Accordion;

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- Accordion will be notified promptly should the Company become aware of (a) any material changes that arise after delivery of any such information and that may affect Accordion's use of, or reliance on, such information, or (b) any material inaccuracy or misstatement in or material omission from, any information delivered or made available to Accordion by or on behalf of the Company; and
- Accordion does not warranty or guarantee that any accounting positions or conclusions, and/or journal entries will ultimately, in whole or in part, be agreed upon or supported by auditors, banks, regulators or any other third parties, and does not accept any responsibility for any required changes in such positions, conclusions, journal entries and/or any matter that may result in restatement of financial statements.

Professionals and Fee Structure

As compensation for the Advisory Services to be rendered by Accordion under this Agreement, the Company will pay Accordion fees calculated on time basis incurred at the following customary hourly rates:

- | | |
|-----------------------------|-----------------|
| • Senior Managing Directors | \$975 – \$1,175 |
| • Managing Directors | \$850 – \$950 |
| • Senior Directors | \$725 – \$825 |
| • Directors | \$625 – \$725 |
| • Vice Presidents | \$525 – \$625 |
| • Associates and Analysts | \$300 – \$525 |

The above hourly rates shall be subject to adjustment annually at such time as Accordion adjusts its rates; additionally, maturation increases to hourly rates may occur upon the promotion of assigned personnel. Notice of any such adjustment shall be given to the Company reasonably in advance of its effectiveness. Accordion may add or substitute Additional Personnel during the course of the engagement, in which case such Additional Personnel will be billed at Accordion's customary hourly rates, as applicable. Any modifications to the compensation will require agreement in writing by both parties.

Accordion will provide invoices to the Company and the Company agrees to pay such invoices on a weekly basis in accordance with an approved budget that shall be set forth by Friday of each week for the Advisory Services projected for the following week, which shall be agreed upon by the Company and Accordion.

In other matters, Accordion may use alternate billing structures and rates for its services, including working on a fixed fee basis (*e.g.*, interim leadership, certain CFO advisory services), depending on the nature of each engagement. Additionally, other practice groups within Accordion (*e.g.*, Operational & Technical Accounting, Strategic Financial Planning & Analysis, Transaction Execution, CFO Technology, etc.) may have hourly rates that differ from those applicable to the services described herein. As such, the professional staff retained on this engagement may also be deployed on other engagements for which the structure of Accordion's compensation for their services may differ from the actual hourly fee billing and hourly rates that will apply to this engagement.

CONFIDENTIAL

In addition, the Company will reimburse Accordion for all reasonable and documented out-of-pocket direct expenses incurred in connection with the Advisory Services. Out-of-pocket expenses will include expenses incurred for travel, meals, lodging, postage, telephone, document reproduction, computer charges and database access fees, and reasonable fees and expenses of counsel, consultants and advisors retained by Accordion, upon approval of the Company and, if appropriate, the Court, which Accordion incurs during the term of this Agreement in connection with its Engagement. In addition, the Company shall be billed 5% of fees for in-house, indirect expenses, including telephone and technology costs, production costs and other internal services. Such unpaid amounts to be reimbursed will be submitted to the Company with each invoice or as otherwise directed.

The Company has previously provided Accordion with a retainer in the amount of \$140,000, (the "Retainer") which shall be maintained and included as part of this Agreement. Any fees, cost reimbursements or other amounts due to Accordion from time to time under this Agreement may, at the election of Accordion, be deducted from the Retainer, or pursuant to any applicable Court order. Accordion shall notify the Company of any such deduction and, at any time following a deduction, may require that the Retainer immediately be replenished to the original amount via wire transfer by the Company. The Retainer will be returned to the Company in full, less any deductions for fees and cost reimbursements, upon completion of the Engagement and Accordion's reasonable determination that no further amounts will be payable by the Company under this Agreement.

Accordion does not provide any assurance regarding the outcome of its work, and fees will not be contingent on the results of such work. Amounts billed for the Advisory Services performed by Accordion, or any Accordion Subcontractors, shall be considered fees and not expenses and will be billed as set forth above.

Ownership, Use & Disclosure

Ownership of the Deliverables

As used herein, "Materials" means information, know-how, data, and other technology, including works of authorship and other creations and ideas, databases, compilations, inventions, developments, software, firmware, and other computer programs (in source code, object code, or any other format), documentation, technical information, specifications, configuration information, designs, plans, drawings, writings, schematics, documents, reports, methods, procedures, concepts, techniques, protocols, systems, elements, components, subsystems, devices, equipment and other hardware.

Company will own each particular copy (whether in tangible or electronic form) of the Materials prepared for and delivered to Company under this Agreement that are identified as a "Deliverable" (collectively, the "Deliverables"). Accordion will own all intellectual property rights in and to the Deliverables and any other Materials that Accordion, any subcontractors, or their respective personnel, may make, conceive, develop, or create during or as a result of the Advisory Services, including Accordion's working papers (the "Work Product"). As between Accordion and Company, each party will continue to own Materials made, conceived, developed, or created by or for

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such party independent from, or prior to commencement of, the performance of Advisory Services under this Engagement Letter and any intellectual property rights therein (collectively, together with any relevant third-party Materials procured by the applicable party or to which the applicable party may otherwise have rights, the applicable party's "Pre-Existing Materials"). Subject to Company's compliance with the terms of this Agreement, Accordion grants to Company under Accordion's intellectual property rights a perpetual, non-exclusive, non-transferable license to use the Deliverables and Work Product delivered to Company for Company's internal business purposes only. For the avoidance of doubt, neither the Work Product nor Accordion's Pre-Existing Materials include Company's Confidential Information (as defined below) or Company's Pre-Existing Materials, both of which shall remain the sole and exclusive property of the Company.

Permitted Uses of the Deliverables

Company may only rely on final, written Deliverables and not on verbal advice, draft Deliverables, or other information provided by Accordion. Upon Company's request, Accordion will confirm verbal advice in a Deliverable on which Company may rely.

Ability to Disclose Deliverables

(A) Except for Unbranded Deliverables (defined below), Accordion's prior written consent (which consent may include the requirement to enter into an access letter, non-reliance release in Accordion's standard form) shall be required if Company wishes to disclose the Deliverables, or any portion of any Deliverable, to any third party or to refer to Accordion in connection with the Advisory Services. However, Company may disclose Deliverables to a third party if Company accepts and represents them as its own, makes no reference to Accordion in connection with such Deliverables, and removes Accordion's name or any other information that could identify Accordion as the source ("Unbranded Deliverables").

(B) Without Accordion's prior written consent, Company may disclose Deliverables, or any portion of any Deliverable, to, or discuss information relating to the Advisory Services with Company's third-party professional advisors (including subcontractors, accountants, auditors, attorneys, financial, and other advisors) that are acting solely for Company's benefit and on Company's behalf and that have a need to know such information in order to provide advice or services to Company (collectively, "Third-Party Professional Advisors"), provided that such Third-Party Professional Advisors agree: (i) that Accordion did not perform the Advisory Services or prepare the Deliverables for such Third-Party Professional Advisors' use, benefit, or reliance and that Accordion assumes no duty, liability, or responsibility to such Third-Party Professional Advisors; and (ii) not to disclose the Advisory Services or Deliverables to any other person or entity without Accordion's prior written consent. For the avoidance of doubt, Third-Party Professional Advisors do not include any parties that have or may obtain a financial interest in Company through an anticipated transaction, including parties that are providing or may provide insurance, financing, capital in any form, or a fairness opinion, or are selling or underwriting securities. Any other third-party disclosure that applies to the above requires an access letter, non-reliance release provided by Accordion for the benefit of Accordion.

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If the foregoing correctly sets forth our understanding, please acknowledge Air Pros Solution, LLC's acceptance of and agreement with the terms and conditions set forth in this Agreement by countersigning in the space provided below. We look forward to working with you.

Best regards,

ACCORDION PARTNERS, LLC

Signed by:


05EB58847654487...

Name: Andrew Hede


Title: Senior Managing Director

Date: 10/1/2024

Agreed and Acknowledged:

AIR PROS SOLUTIONS, LLC

DocuSigned by:


AD9BE7EB94894A6...

Name: Lawrence Hirsh

Title: Sole Manager

Date: 10/1/2024

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EXHIBIT A: General Terms

This General Terms to the Engagement Letter (collectively with the Engagement Letter, the “Agreement”) is entered into as of the Engagement Effective Date of the Engagement Letter, by and between the Accordion entity (“Accordion”) and client entity (the “Company”) that executed the Engagement Letter. Accordion and the Company are referred to herein individually as a “party” and collectively as the “parties”. Unless otherwise specifically defined herein, capitalized terms shall have the meanings assigned to them under the Agreement.

1. Consultant Services. Accordion shall provide the Company with consultants who will perform the specific tasks outlined in this Agreement. Subject to discussions with the Company, Accordion shall perform the Advisory Services under this Agreement at Accordion’s offices, the principal location of the Company’s business, on a remote basis and at any other places as necessary to perform the Advisory Services. Accordion may use, employ or collaborate with one or more of its affiliates in providing Advisory Services to the Company.

2. Service Provider. For all purposes, Accordion will operate as a service provider to the Company. To this end, the Company and Accordion acknowledge that Accordion is not an employee, agent, co-venturer, partner, or representative of the Company. Accordion has been retained under this Agreement as an independent contractor and has no fiduciary or agency relationship to the Company or to any other party. Accordion’s duties hereunder run solely to the Company, and Accordion’s advice may not be relied upon by any other person or party or used for any other purpose other than the Advisory Services rendered pursuant to the Agreement. Andrew Hede, in their capacity as Chief Restructuring Officer pursuant to this Agreement, shall be an agent of the Company with the authority expressly delegated by the Company’s Board or as otherwise provided by law. This Agreement will inure to the sole and exclusive benefit of Accordion, Andrew Hede, the Company, and their respective successors and permitted assigns.

3. Prohibition Against Insider Trading. Accordion hereby acknowledges that it is aware, and further agrees that it will advise those of its members, directors, officers and employees who may have access to confidential and sensitive information in the possession of the Company, that United States securities laws prohibit any person who has material, non-public information about a company from purchasing or selling securities of such a company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

4. Term. Unless terminated earlier as set forth below, the terms of this Agreement will commence on the Engagement Effective Date and shall remain in effect until the Advisory Services are completed (the “Term”). At any time either party may terminate this Agreement by providing two weeks’ (14 days’) prior written notice of termination of this Agreement to the other party. Except with respect to a termination by Company for Cause (as defined below), any fees and expenses due to Accordion shall be remitted promptly (including fees and expenses that accrued prior to termination, but that are invoiced after termination). The provisions of this Agreement that give the parties rights or obligations beyond its termination shall survive and continue to bind the parties, including (a) the

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Company's obligation to pay fees and expenses incurred through the date of termination, and (b) the indemnification, reimbursement, contribution, limitation of liability and other obligations set forth in the Agreement, including this Exhibit A. "Cause" shall mean (i) a material breach by Accordion of its obligations under this Agreement that is not cured on or before 30 days following Company's written notice to Accordion of such breach or (ii) gross negligence, bad faith or willful misconduct (whether through act or omission) by Accordion relating to Accordion's obligations under this Agreement.

5. Representations and Warranties. Accordion represents and warrants that (i) the Advisory Services do not and will not breach any agreement or duty Accordion has to anyone else, including any agreement or duty to keep in confidence trade secret information belonging to others; and (ii) the consultants of Accordion will not bring, use, or disclose any trade secret information from other companies in the performance of the Advisory Services. Company represents and warrants that it has and will maintain the requisite rights, licenses, consents and permissions to collect, access, use and disclose, and to permit Accordion, Accordion Affiliates and Accordion Subcontractors (each as defined herein), to access, use and disclose all Materials (including emails, and any third-party hardware, software, information or Materials supplied by Company), Personal Information (as defined below), provided or otherwise made available to Accordion or Accordion Subcontractors in connection with the Advisory Services and/or this Agreement.

6. Fees. (a) All invoices shall be sent to the Company on a weekly basis and are due immediately upon receipt. All amounts shall be payable in US dollars and shall be free and clear of any withholding taxes, deductions, or other similar charges, which shall be the responsibility of the Company. Should the Company file a chapter 11 petition, Accordion will bill the Company and be compensated for services rendered at the rates provided and reimbursement of expenses incurred via invoices and applications consistent with any Court orders on the same and the applicable law. In the event any invoice is not paid within thirty (30) days of the due date and the Company has not commenced a case or cases under chapter 11 of the Bankruptcy Code, (i) such invoice shall accrue interest at a monthly rate of 1.5% on the outstanding amount overdue; and (ii) Accordion shall be permitted to resign its position as Chief Restructuring Officer of the Company.

(b) If the Company, its subsidiaries or divisions, hires or retains an employee or consultant of Accordion or any of its affiliates, which such employee of Accordion the Company became aware of directly as a result of the Advisory Services, as an employee or consultant, from the Engagement Effective Date through the twelve (12) months following the date of termination of this Agreement, the Company shall pay Accordion a fee equal to such employee's or consultant's hourly rate at the time of the offer multiplied by 2,500 hours. Notwithstanding anything to the contrary set forth herein, the Company shall not be precluded from hiring any person (i) who responds to a general solicitation or advertisement (including through search firms, employment agencies and other similar entities) not targeted specifically at employees of Accordion, (ii) who contacts the Company or its affiliates on his or her own initiative without any encouragement or inducement in violation of this Agreement, or (iii) whose employment with Accordion has terminated prior to any solicitation. The Company acknowledges and agrees that this fee is a fair representation of the loss that Accordion will suffer if the Company breaches this provision. This fee shall be paid within ten (10) days of the date the employee or consultant commences their employment.

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(c) Taxes. All Fees payable by the Company under this Agreement are exclusive of all federal, state, local and foreign taxes, levies, or duties of any nature including VAT (as defined hereafter) or corporation withholding taxes ("Taxes"). The Company shall be solely responsible for all Taxes, including Value-Added Tax ("VAT"), imposed on transactions made under this Agreement by any federal, state, local, or foreign taxing authorities. Company's obligations include, without limitation, the payment of all sales, use, gross receipts, VAT, personal property and occupational taxes, other than taxes based on Accordion's net income. The Company shall comply with applicable tax laws and regulations pertaining to its duties under this Agreement. Any Fees invoiced to Company in the Engagement Letter, or any addendum shall be net of any applicable Taxes.

7. Use of Name. The Company agrees to allow Accordion to use its name/logo in Accordion marketing materials or on its website as a client of Accordion. Any further marketing use requires prior written approval from the Company.

8. Injunctive Relief. Without limiting the remedies available to either party, the parties acknowledge that a breach of this Agreement may result in material irreparable injury to the non-breaching party for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat thereof, either party shall be entitled to seek and to obtain a temporary restraining order and/or a preliminary injunction restraining the other party from engaging in activities prohibited by this Agreement or such other relief as may be required to specifically enforce any of the rights and obligations in this Agreement.

9. Notice. Any notice or other communication required or permitted to be given to the parties shall be deemed to have been given if personally delivered or if sent via electronic mail, certified mail, return receipt requested or by overnight mail, and addressed as follows:

If to Company, to:
Attention: Lawrence Hirsh
Sole Manager
Air Pros Solutions, LLC
150 S. Pine Island Road, Suite 200
Plantation, FL 33324
Email: lhirsh9999@gmail.com

If to Accordion, to:
Attention: General Counsel
Accordion Partners LLC
One Vanderbilt Avenue, 24th Floor
New York, New York 10017
Email: Legal@Accordion.com

10. Severability. If any provision of this Agreement, including this Exhibit A, is declared void or unenforceable by a court of competent jurisdiction, all other provisions shall nonetheless remain in full force and effect.

11. LIMITATION OF LIABILITY. IN NO EVENT SHALL ACCORDION OR ANY OF ITS AFFILIATES, AND THEIR AGENTS, EMPLOYEES, OFFICERS, BOARD MEMBERS OR

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REPRESENTATIVES (COLLECTIVELY, "REPRESENTATIVES"), BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY ASSERTED, WHETHER SUCH DAMAGES WERE FORESEEABLE AND/OR WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCORDION'S AND ITS AFFILIATES' AGGREGATE LIABILITY HEREUNDER TO THE COMPANY OR ANY PARTY ASSERTING CLAIMS ON BEHALF OF THE COMPANY SHALL BE LIMITED TO DIRECT DAMAGES JUDICIALLY DETERMINED (AS DEFINED BELOW) TO BE THE DIRECT RESULT OF THE GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT OF ACCORDION AND ITS AFFILIATES. FOR PURPOSES OF THIS SECTION 11 AND SECTION 12 (INDEMNIFICATION), "JUDICIALLY DETERMINED" AND "JUDICIAL DETERMINATION" SHALL MEAN DECIDED BY A COURT OF COMPETENT JURISDICTION IN A FINAL NON-APPEALABLE JUDGMENT ON THE MERITS OR COURT APPROVAL OF A SETTLEMENT TANTAMOUNT THERETO.

UNDER NO CIRCUMSTANCES SHALL THE AGGREGATE LIABILITY OF ACCORDION AND ITS REPRESENTATIVES UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES DUE AND PAYABLE TO ACCORDION FOR THE PARTICULAR ADVISORY SERVICES GIVING RISE TO THE LIABILITY UNDER THIS AGREEMENT (THE "LIABILITY LIMIT").

IN ADDITION, NEITHER ACCORDION NOR ITS REPRESENTATIVES SHALL HAVE ANY LIABILITY ARISING FROM OR RELATING TO ANY THIRD-PARTY SOFTWARE, HARDWARE, INFORMATION OR MATERIALS SELECTED BY THE COMPANY, ITS AFFILIATES AND/OR REPRESENTATIVES.

NOTWITHSTANDING ANYTHING SET FORTH HEREIN TO THE CONTRARY, NO CLAIM OR PROCEEDING (AS HEREINAFTER DEFINED) FOR ANY DAMAGE OR LOSS ARISING UNDER THIS AGREEMENT SHALL BE BROUGHT OR MADE BY EITHER PARTY AND ANY SUCH CLAIM OR PROCEEDING SHALL BE AUTOMATICALLY DEEMED WITHDRAWN AND WAIVED UNLESS A PROCEEDING SHALL HAVE BEEN COMMENCED WITH RESPECT TO SUCH CLAIM WITHIN ONE (1) YEAR OF THE DATE UPON WHICH SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE BASIS FOR SUCH CLAIM.

12. Indemnification. In connection with the Advisory Services, Company agrees, to the fullest lawful extent and subject to Section 11 (Limitation of Liability), to indemnify and hold harmless Accordion and its affiliates, their respective directors, members, officers, agents, employees and each other person, if any, controlling Accordion or its affiliates (together, the "Accordion Indemnified Parties"), from and against any losses arising from third party claims, damages, or liabilities (or actions, including shareholder actions, in respect thereof) ("Claims") related to or arising from such Advisory Services (including but not limited to Claims resulting from any misstatement or omission of material fact provided by Company to any Accordion Indemnified Party as part of the Advisory Services, and/or Company's breach of this Agreement). Company will reimburse the Accordion Indemnified Parties hereunder for all damages, costs (including fees associated with responding to subpoenas issued by a court of competent jurisdiction to provide testimony, documents, communications, or otherwise) and expenses (including counsel, advisory or other expert fees) ("Losses") as they are incurred by such Accordion Indemnified Party in connection

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with the investigation of, preparation for, or defense of such Claims, whether or not in connection with pending or threatened litigation in which any Accordion Indemnified Party is a party. The Company will not, however, be responsible for any Claims or Losses to the extent such Claims or Losses are Judicially Determined to have resulted from Accordion's gross negligence, bad faith or intentional misconduct or results from Andrew Hede's breach of their fiduciary duty.

In addition, the Company hereby represents to Accordion and Andrew Hede that, upon the appointment of Andrew Hede as Chief Restructuring Officer of the Company, all indemnification and/or exculpation provisions under the Company's or any of its affiliates' articles of incorporation, by-laws, operating agreement and/or other constitutional documents shall apply to protect and indemnify Andrew Hede as Chief Restructuring Officer of the Company, to the same extent they would customarily apply to protect and indemnify the chief executive officer, chief operating officer, and other executives of the Company, its direct and indirect subsidiaries, and its affiliates (as applicable). The Company hereby agrees that it shall ensure that all such provisions will continue at all times to apply to protect and indemnify Andrew Hede as Chief Restructuring Officer of the Company, to the same extent they would customarily apply to protect and indemnify the chief executive officer, chief operating officer, and other executives of the Company, its direct and indirect subsidiaries, and its affiliates (as applicable), with respect to all facts, events, circumstances and matters existing or occurring at any time during the Engagement. Andrew Hede will be a third-party beneficiary of and have the right to rely on and enforce the terms and conditions of this paragraph. Additionally, the Company agrees that Andrew Hede will be covered under the Company's director and officer liability ("D&O Insurance") policy, which shall be primary to any insurance policy that Accordion may have pertaining to director and officer liability. Prior to Accordion accepting any officer position, the Company shall provide Accordion a copy of its current D&O Insurance policy, a certificate(s) of insurance evidencing the policy is in full force and effect, and a copy of the signed board resolutions and any other documents as Accordion may reasonably request evidencing the appointment and coverage of the indemnitees. The Company will maintain such D&O Insurance coverage for the period through which claims can be made against such persons.

The foregoing indemnity shall be in addition to any rights that any Accordion Indemnified Party may have at common law or otherwise, including, but not limited to, any right to contribution.

Notwithstanding anything to the contrary in this Section 12, this Section 12 shall not apply to any dispute arising solely between the Company and Accordion or any of Accordion's affiliates, their respective directors, members, officers, agents, employees or each other person controlling Accordion or its affiliates.

IT IS AGREED AND ACKNOWLEDGED BY THE COMPANY AND ACCORDION THAT NO INDEMNIFICATION OBLIGATION HEREUNDER SHALL EXCEED THE LESSER OF (i) THE ACTUAL MONETARY DAMAGES SPECIFIED IN A JUDICIAL DETERMINATION OR (ii) THE TOTAL AMOUNT OF FEES DUE AND PAYABLE TO ACCORDION FOR THE PARTICULAR ADVISORY SERVICES GIVING RISE TO THE LIABILITY UNDER THIS AGREEMENT.

CONFIDENTIAL

13. Joint and Several Liability. Each Company entity hereby acknowledges and agrees that they are each jointly and severally liable to Accordion and its affiliates for all of the Company's obligations set forth in the Agreement.

14. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach. The failure of a party to insist upon strict adherence to any provision of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that provision or any other provision of this Agreement. Any waiver by a party of any provision of this Agreement must be made in writing.

15. Assignment. This Agreement, as it relates to the Company, is a personal contract, and the rights, interests and obligations of the Company hereunder may not be sold, transferred, assigned, pledged or hypothecated. Except as otherwise herein expressly provided, this Agreement shall be binding upon and shall inure to the benefit of the Company, including any chapter 11 trustee or debtor-in-possession or chapter 7 trustee, appointed on behalf of the Company, and its successors and assigns, and shall inure to the benefit of and be binding upon Accordion and its successors and assigns, including without limitation, any corporation or other entity into which Accordion is merged or which acquires all or substantially all of the assets of Accordion. This Agreement may not be assigned or delegated by any party hereto, including any assignment by operation of law, without the prior written consent of the other party (such consent not to be unreasonably withheld). Any attempted assignment of this Agreement made without such consent shall be void and of no effect, at the option of the non-assigning party. Notwithstanding the foregoing, no consent shall be required in the event of an assignment of this Agreement to a party's affiliate or an assignment pursuant to a merger, consolidation or sale or disposition of all or substantially all of the assets of a party, provided that such assignment is approved by the court where applicable and, in any case, the assignee, as the successor entity, represents and warrants, in writing, that it fully assumes all obligations of the assignor under this Agreement and that it will abide by and fulfill all such obligations. In the event of any assignment without consent as provided for in this Section, the assigning party shall promptly notify the other party of the assignment and this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

16. Entire Agreement. The Agreement, including this Exhibit A, embodies all of the representations, warranties, covenants, understandings, and agreements relating to Accordion's provision of the Advisory Services to Company. No other representations, warranties, covenants, understandings, or agreements exist between the parties. This Agreement supersedes all agreements, written or oral, relating to Accordion's provision of services to Company. This Agreement may not be amended, modified, or terminated unless made in writing and signed by both parties. In the event of the conflict between this Agreement and any previously executed non-disclosure agreement between the parties, this Agreement shall govern. In the event of any conflict between the terms of the Engagement Letter and Exhibit A, the order of precedence shall be Exhibit A and then the Engagement Letter.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same

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agreement. A signed copy of this Agreement delivered electronically shall be deemed to have the same legal effect as delivery of an original signed copy.

18. Acknowledgement. The Company and Accordion acknowledge (a) that they have consulted with or have had the opportunity to consult with independent counsel of their own choice concerning this Agreement and have been advised to do so, and (b) that they have read and understand the Agreement, are fully aware of its legal effect, and have entered into it freely based on their own judgment. The terms of this Agreement have been negotiated by the parties hereto, represented by separate counsel, and there shall be no presumption that any of the provisions of this Agreement shall be construed adverse to any party as “drafter” in the event of a dispute of ambiguity in this Agreement, and the parties hereby waive any applicable law to such effect.

19. Confidentiality. From time to time during the Term of this Agreement, either party (as the “Disclosing Party”) may disclose or make available to the other party (as the “Receiving Party”) information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” (collectively, “Confidential Information”). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this paragraph by the Receiving Party or any of its Representatives (and was not subject to any confidentiality requirement set forth in another agreement with the Disclosing Party); (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its Representatives prior to being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party’s Confidential Information; or (v) is approved for release upon the prior written permission of the Disclosing Party. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity without the Disclosing Party’s consent (which consent shall not be unreasonably withheld), except to the Receiving Party’s Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement; provided that the Company agrees that Accordion may aggregate information provided by or on behalf of the Company during this engagement with information provided by or on behalf of others and use and disclose that information in de-identified, anonymized form as part of research and advice, including, without limitation, benchmarking services. The Receiving Party shall be responsible for any breach of this paragraph caused by any of its Representatives.

In addition to, and not by way of limitation on, such disclosures of Confidential Information as may be permitted under this section of this Agreement, the Receiving Party may disclose

CONFIDENTIAL

Disclosing Party's Confidential Information solely to the extent (a) necessary to comply with the demands or requests of government auditors, regulators or self-regulatory organizations with appropriate jurisdiction over the Receiving Party or (b) the Receiving Party is legally compelled to disclose such Confidential Information pursuant to a subpoena, summons, order, or other requirement of a court or other tribunal of competent jurisdiction (hereinafter, a "Legal Request or Requirement"), provided that the Receiving Party, to the extent reasonably practicable, (x) gives the Disclosing Party prompt written notice of any such Legal Request or Requirement to allow the Disclosing Party the opportunity to seek a protective order or other appropriate remedy, and (y) attempts to obtain the Disclosing Party's consent for such disclosure, except that the Receiving Party shall not be required to act in accordance with (x) and (y) above if compliance with the foregoing would cause it to violate the instructions of a government agency or regulator, court order, or other Legal Request or Requirement. In making any such disclosure, the Receiving Party shall (i) disclose only such information as is required by the Legal Request or Requirement, (ii) use commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed, and (iii) reasonably cooperate with the Disclosing Party in seeking a protective order or other appropriate remedy. Nothing herein shall require any party or its affiliates to fail to honor a Legal Request or Requirement on a timely basis.

On the expiration or termination of the Agreement, upon written request of the Disclosing Party, the Receiving Party shall promptly return, and shall require its Representatives to return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and, upon request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed; except that the Receiving Party is permitted to retain the Confidential Information, in accordance with the terms of this Agreement, (i) to the extent required by existing internal written procedures for legal, compliance or regulatory purposes or (ii) that is stored in an automatic electronic archiving or back-up system.

In addition to all other remedies available at law, the Disclosing Party may seek equitable relief (including injunctive relief) against the Receiving Party and its Representatives to prevent the breach or threatened breach of this paragraph and to secure its enforcement. The confidentiality obligations of the parties shall survive the engagement for a period of two (2) years.

20. Personal Information; IT Security. To the extent information received from the Company includes personally identifiable information or other personal information ("Personal Information") as defined in applicable privacy and data protection laws, (a) Accordion will implement measures reasonably designed to protect Personal Information against unauthorized access, use or disclosure in accordance with such applicable privacy and data protection laws; (b) Company shall clearly and explicitly identify such Personal Information simultaneously upon transmitting same to Accordion, and (c) Company represents and warrants that it has the requisite consents from the individuals under applicable law to make Personal Information available to Accordion in connection with the Advisory Services. Accordion shall not be responsible or liable to Company for any unauthorized access to, or alteration, theft, or destruction of Company's Confidential Information, Personal Information, information technology systems, Company data, or Company's network(s), by any third party, including but not limited to cybercriminals,

CONFIDENTIAL

where such unauthorized access is directly caused by Company's failure to use reasonable care and/or compliance with the accepted industry standards in maintaining or using its information technology environment.

21. Conflicts. This Agreement shall not be deemed an exclusive contract. The Company acknowledges and agrees that Accordion and its affiliates may be engaged in a broad range of transactions and cases, both in and out of court, representing clients or otherwise; that those engagements, transactions and/or clients may involve interests or goals that differ from those of the Company, or may include creditors, borrowers and depositors of the Company and/or its affiliates; and that Accordion has no obligation to disclose such engagements, transactions or interests or any related information to the Company. Accordion will not be prevented or restricted, by virtue of its relationship with the Company or its obligations under this Agreement, from providing services to other entities or individuals, including entities or individuals whose interests may be in competition or conflict with, or be adverse to, the Company's, provided Accordion makes appropriate arrangements to ensure compliance with its confidentiality obligations under this Agreement. The Company confirms that (i) Accordion may perform services of any kind for any existing or future client(s) in any matter(s), even if the interests of such future client(s) are directly adverse to the Company, so long as such other matter(s) is not substantially related to the Advisory Services provided to Company and does not require Accordion to violate Accordion's confidentiality obligations hereunder, (ii) if Accordion is performing services for the Company in a matter adverse to another entity or individual, Accordion may in the future perform services for such other entity or individual on any matter that is not substantially related to the Advisory Services Accordion provided to Company, and (iii) the Company hereby waives any conflict of interest that might exist or be asserted to exist with respect to any of the foregoing matters.

22. JURY WAIVER; GOVERNING LAW; VENUE. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED EXCLUSIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS THEREOF. ALL DISPUTES ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE HEARD EXCLUSIVELY IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION WITHIN THE BOROUGH OF MANHATTAN, AND THE PARTIES HERETO CONSENT TO PERSONAL JURISDICTION IN SUCH COURTS FOR SUCH PURPOSES, AND FURTHER WAIVE ALL OBJECTIONS ON GROUNDS OF IMPROPER VENUE OR FORUM NON-CONVENIENS; PROVIDED THAT IN THE EVENT THE COMPANY COMMENCES A BANKRUPTCY CASE(S), THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION WITH RESPECT TO ALL MATTERS IN CONNECTION WITH THE AGREEMENT DURING THE BANKRUPTCY CASE(S).

23. Other Matters. Accordion is a firm in the global network of Accordion-controlled legal entities and firms (exclusive of Accordion, the "Accordion Affiliates"). Accordion may draw on the resources of and/or subcontract to its subsidiaries, the Accordion Affiliates and/or third-party contractors and subcontractors within or outside of the United States (each an "Accordion Subcontractor") in connection with the provision of Advisory Services and/or for internal, administrative and/or regulatory compliance purposes. Company

CONFIDENTIAL

agrees that Accordion may provide information Accordion receives in connection with this Agreement to the Accordion Subcontractors for such purposes. Accordion will be solely responsible for the provision of the Advisory Services (including those performed by the Accordion Subcontractors), for the protection of any Confidential Information provided to the Accordion Subcontractors, and for compliance with the other terms and conditions of this Agreement. If Accordion, an Accordion Affiliate and/or an Accordion Subcontractor perform the Advisory Services prior to both parties executing this Agreement, this Agreement shall be effective as of the date such Advisory Services began. The Company acknowledges and agrees that Andrew Hede, in his capacity as Chief Restructuring Officer, will act in the best interests of the Company. Neither party shall be liable to the other for any delay or failure to perform any of the Advisory Services or obligations hereunder due to causes beyond its reasonable control. If Accordion or the Accordion Affiliates are requested or authorized by the Company or required or requested by government regulation, regulatory agency, subpoena, or other legal or regulatory process, proceeding or investigation to produce the Deliverables, working papers or personnel for testimony or interview relating to the Advisory Services performed by Accordion, Accordion Affiliates and/or Accordion Subcontractors for the Company, then Company will reimburse Accordion for Accordion's and its counsels' expenses and professional time incurred in responding to such requests.

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