

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)

**APPLICATION OF THE DEBTORS AND DEBTORS IN POSSESSION
FOR ENTRY OF AN ORDER (I) AUTHORIZING THE RETENTION
AND EMPLOYMENT OF JEFFERIES LLC AS INVESTMENT BANKER TO
THE DEBTORS AND DEBTORS IN POSSESSION PURSUANT TO 11 U.S.C. §§ 327(a)
AND 328(a), EFFECTIVE AS OF THE PETITION DATE; (II) MODIFYING
TIME-KEEPING REQUIREMENTS; AND (III) GRANTING RELATED RELIEF**

The debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) hereby submit this application (the “Application”), pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rule 9013-2 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Northern District of Georgia (the “Local Bankruptcy Rules”) and the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”), for entry of an order, substantially in the form attached hereto as Exhibit A (the “Proposed Order”): (i) authorizing the Debtors to retain and employ Jefferies LLC (“Jefferies”) as its investment banker, effective as of the Petition Date (as defined

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.



below), pursuant to and subject to the conditions of that certain amended and restated engagement letter between Jefferies and the Debtors, dated as of March 10, 2025 (the “Engagement Letter”),² a copy of which is attached hereto as Exhibit B; (ii) modifying time-keeping requirements of Bankruptcy Rule 2016(a); and (iii) granting related relief. In support of this Application, the Debtors submit the declaration of Jeffrey Finger, Managing Director and U.S. Co-Head of Debt Advisory & Restructuring at Jefferies (the “Finger Declaration”), attached hereto as Exhibit C and incorporated herein by reference. In further support of this Application, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

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

2. The bases for the relief requested herein are sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, Local Bankruptcy Rule 9013-2 and the Complex Case Procedures.

BACKGROUND

3. On March 16, 2025 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with this Court. The Debtors are authorized to operate their business and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Engagement Letter.

4. On March 31, 2025, the United States Trustee appointed the official committee of unsecured creditors (the “Committee”) in the Chapter 11 Cases. No request has been made for appointment of a trustee or examiner.

5. Additional information regarding the Debtors’ businesses, capital structure, and the circumstances leading to the filing of these Chapter 11 Cases is more fully set forth in the *Declaration of Andrew D.J. Hede in Support of Chapter 11 Petitions and First Day Pleadings* filed on the Petition Date.

RELIEF REQUESTED

6. By this Application, the Debtors request entry of the Proposed Order (i) authorizing the Debtors to retain and employ Jefferies as their investment banker, effective as of the Petition Date, pursuant to and subject to the conditions of the Engagement Letter, as may be modified in the Proposed Order, which, among other things, describes the services the Debtors seek to have Jefferies perform on their behalf and sets forth the fee and expense structure and the indemnification, contribution, reimbursement and related provisions; (ii) modifying certain time-keeping requirements of Bankruptcy Rule 2016(a); and (iii) granting related relief.

JEFFERIES’ QUALIFICATIONS AND THE NEED FOR JEFFERIES’ SERVICES

7. The Debtors submit this Application because of their need to retain a qualified investment banker to assist the Debtors with certain critical tasks associated with guiding the Debtors through these Chapter 11 Cases. The Debtors believe that their retention of an investment banker is necessary and appropriate to enable them to evaluate the financial and economic issues raised by the Debtors’ Chapter 11 Cases and effectively carry out their duties as debtors in possession.

8. The Debtors selected Jefferies as their investment banker in these cases based upon Jefferies’ extensive experience in matters involving complex financial restructurings and

Jefferies' excellent reputation for the services that it has rendered in chapter 11 cases on behalf of debtor and creditor constituencies throughout the United States. Jefferies has been continuously engaged by the Debtors since July 2023, and, as a result, is familiar with the Debtors' corporate and capital structure, management, business operations, and potential investor or party to a sale transaction universe. Thus, the Debtors believe that Jefferies is both well qualified and uniquely able to advise the Debtors in these Chapter 11 Cases.

9. As set forth in the Finger Declaration, Jefferies is a full-service investment banking firm, with thousands of employees around the world. Jefferies and its senior professionals have extensive expertise providing investment banking services to financially distressed companies, creditors, committees, equity holders, asset purchasers and other constituencies in reorganization proceedings and complex financial restructurings, both in and out of court. Jefferies and its professionals are providing or have provided investment banking, financial advisory and other services in connection with the following recent cases, among others: *In re Steward Health Care System LLC, et al.*, Case No. 24-90213 (CML) (Bankr. S.D. Tex. July 12, 2024); *In re WOM, S.A.*, Case No. 24-10628 (KBO) (Bankr. D. Del. June 20, 2024); *In re Number Holdings, Inc.*, Case No. 24-10719 (JKS) (Bankr. D. Del. Apr. 7, 2024); *In re Ebix*, Case No. 24-80004 (SWE) (Bankr. N.D. Tex. Feb. 6, 2024); *In re GOL Linhas Aéreas Inteligentes S.A.*, Case No. 24-10118 (MG) (Bankr. S.D.N.Y. Jan. 25, 2024); *In re Barretts Minerals Inc.*, Case No. 23-90794 (MI) (Bankr. S.D. Tex. Nov. 21, 2023); *Unconditional Love Inc.*, Case No. 23-11759 (MFW) (Bankr. D. Del. Oct. 23, 2023); *In re Aerotech Miami Inc. d/b/a iAero Tech*, Case No. 23-17503 (RAM) (Bankr. S.D. Fla. Oct. 16, 2023); *In re AppHarvest Products, LLC*, Case No. 23-90745 (DRJ) (Bankr. S.D. Tex. Sept. 12, 2023); *In re Qualtek Services, Inc.*, Case No. 23-90584 (CML) (Bankr. S.D. Tex. Aug. 4, 2023); *In re Benefytt Technologies, Inc.*, Case No. 23-90566 (CML) (Bankr. S.D. Tex.

July 24, 2023); *In re Pipeline Health System, LLC*, Case No. 22-90291 (MI) (Bankr. S.D. Tex. Oct. 2, 2022); *In re Mining Project Wind Down Holdings, Inc. (f/k/a Compute North Holdings, Inc.)*, Case No. 22-90273 (MI) (Bankr. S.D. Tex. Sep. 22, 2022); *In re SAS AB*, Case No. 22-10925 (MEW) (Bankr. S.D.N.Y. Sept. 19, 2022).³

SCOPE OF SERVICES

10. Subject to the Court’s approval, the Debtors anticipate that Jefferies will perform or provide the following investment banking services, among others, pursuant to the Engagement Letter, as mutually agreed upon by Jefferies and the Debtors:⁴

- (a) provide advice and assistance to the Debtors in connection with analyzing, structuring, negotiating and effecting, and acting as exclusive investment banker to the Debtors in connection with, any restructuring, reorganization, recapitalization, repayment or material modification of the Debtors’ outstanding indebtedness or obligations (including, without limitation, any preferred equity), however achieved, including, without limitation, through any offer by the Debtors with respect to any outstanding Company indebtedness or obligations, a solicitation of votes, approvals, or consents giving effect thereto (including with respect to a prepackaged or pre-negotiated plan of reorganization or other plan pursuant to the Bankruptcy Code), the execution of any agreement giving effect to the same, an offer by any third party to convert, exchange or acquire any outstanding Company indebtedness or obligations, or any similar balance sheet restructuring involving the Debtors (any of the foregoing, a “Restructuring”);
- (b) perform the following investment banking services, among others, for the Debtors in connection with a Restructuring: (A) becoming familiar with, to the extent Jefferies deems appropriate, and analyzing, the business, operations, properties, financial condition and prospects of the Debtors; (B) advising the Debtors on the current state of the “restructuring market”; (C) assisting and advising the Debtors in developing a general strategy for accomplishing a Restructuring; (D) assisting and advising the Debtors in implementing a Restructuring; (E) assisting and advising the Debtors in evaluating and analyzing a Restructuring, including the value of the securities or debt

³ Because of the voluminous nature of the orders cited in this Application, they are not attached to this Application. Copies of these orders, however, are available on request.

⁴ To the extent there is any inconsistency between this summary of the services set forth in the Engagement Letter and the terms of the Engagement Letter, the terms of the Engagement Letter shall control.

instruments, if any, that may be issued in any such Restructuring; and (F) rendering such other investment banking services as may from time to time be agreed upon by the Debtors and Jefferies;

- (c) provide the Debtors with financial advice and assistance in connection with a possible sale, disposition or other business transaction or series of transactions involving all or a portion of the equity interests or assets of one or more entities comprising the Debtors to one or more unaffiliated third parties whether directly or indirectly and through any form of transaction, including, without limitation, merger, reverse merger, liquidation, stock sale, asset sale, asset swap, recapitalization, reorganization, consolidation, amalgamation, spin-off, split-off, a sale under section 363 of the Bankruptcy Code (including, but not limited to, any “credit bid” made pursuant to section 363(k) of the Bankruptcy Code and including under a prepackaged or pre-negotiated plan of reorganization or other plan pursuant to the Bankruptcy Code) or other transaction (any of the foregoing, an “M&A Transaction”);
- (d) Jefferies’ services under the Engagement Letter include, as requested by the Debtors and reasonably appropriate, assisting the Debtors in: (i) the preparation of certain marketing materials (the “Marketing Materials”) to be distributed by Jefferies on behalf of the Debtors to prospective purchasers; and (ii) the preparation and maintenance of a list of prospective Transaction counterparties, including those that have been sent the Marketing Materials, and Jefferies shall provide such list of prospective M&A Transaction counterparties to the Debtors upon request. Jefferies agrees that the contact of potential M&A Transaction counterparties under the Engagement Letter and the dissemination of Marketing Materials shall be coordinated with the Debtors; and
- (e) Jefferies will act as sole and exclusive investment banker in connection with any of the following (each, a “Financing”, and a Financing, a Restructuring and an M&A Transaction, each and together, a “Transaction”): (A) the sale and/or placement, whether in one or more public or private transactions, of (i) common equity, preferred equity, and/or equity-linked securities of the Debtors (regardless of whether sold by the Debtors or its securityholders), including, without limitation, convertible debt securities (individually and collectively, “Equity Securities”), and/or (ii) notes, bonds, debentures and/or other debt securities of the Debtors, including, without limitation, mezzanine and asset-backed securities (individually and collectively, “Debt Securities”), and/or (B) the arrangement and/or placement of any bank debt and/or other credit facility of the Debtors including debtor-in-possession financing (individually and collectively, “Bank Debt,” and any or a combination of Bank Debt, Equity Securities and/or Debt Securities, “Instruments”). For the avoidance of doubt, if a Financing is executed in more than one issuance or tranche, each shall be deemed to be a Financing for the purposes of the Engagement Letter.

11. The Debtors do not believe that the services to be rendered by Jefferies will be duplicative of the services performed by any other professional, and the Debtors will work with Jefferies and the other professionals retained by the Debtors to minimize and avoid duplication of services.

PROFESSIONAL COMPENSATION

12. As more fully set forth in the Engagement Letter, Jefferies and the Debtors have agreed, subject to the Court's approval, on the following terms of compensation and expense reimbursement (the "Fee and Expense Structure"): ⁵

- (i) **Monthly Fee**. A monthly fee (the "Monthly Fee") equal to \$100,000 accruing and payable as of and with effect as of the Petition Date and in advance of each monthly anniversary thereafter until the termination of the Engagement Letter. An amount equal to 100% of the Monthly Fees actually paid to Jefferies shall be credited once, without duplication, against any Restructuring Fee or M&A Transaction Fee (each as defined below) that subsequently become payable to Jefferies under the Engagement Letter following the consummation of a Restructuring or M&A Transaction, as applicable.
- (ii) **Restructuring Fee**. Promptly upon the consummation of a Restructuring, a fee (a "Restructuring Fee") in an amount equal to \$1.75 million; provided, however, that no Restructuring Fee shall be payable to Jefferies with respect to any liquidating plan under chapter 11 of the Bankruptcy Code that provides for the orderly wind down and dissolution of the remaining assets or business of the Debtors following one or more M&A Transactions in connection with which Jefferies has received an M&A Transaction Fee that is not subject to avoidance under the Bankruptcy Code or applicable law.
- (iii) **PIMCO M&A Transaction Fee**. At the closing of an M&A Transaction solely involving PIMCO or an existing affiliate of PIMCO as of the date hereof as the M&A Transaction counterparty (a "PIMCO M&A Transaction"), a fee equal to the lesser of (a) \$250,000 and (b) 2.0% of the aggregate gross proceeds received or to be received in connection with a PIMCO M&A Transaction, including, for the avoidance of doubt, any and all amounts that are credit bid in such PIMCO M&A Transaction (the "PIMCO M&A Transaction Fee"); provided that the portion of the PIMCO M&A Transaction Fee attributable to any gross

⁵ To the extent there is any inconsistency between the summary of the Fee and Expense Structure set forth in this Application and the Fee and Expense Structure as set forth in the Engagement Letter, the terms of the Engagement Letter shall control.

proceeds not paid at the closing thereof shall be paid when and to the extent such contingent consideration is actually paid to the Debtors or its direct or indirect securityholders.⁶

(iv) **M&A Transaction Fee.**

- At the closing of an M&A Transaction (other than a PIMCO M&A Transaction), an amount to be determined according to the following schedule (together with the PIMCO M&A Transaction Fee, the “M&A Transaction Fee”):

(a) 2.0% of Transaction Value⁷ less than or equal to \$175.0 million;
plus

⁶ For the avoidance of doubt, where the M&A Transaction involves one or more parties in addition to PIMCO or an existing affiliate of PIMCO, Jefferies shall be entitled to the M&A Transaction Fee (as defined below).

⁷ “Transaction Value” means, without duplication, (A) the aggregate amount of cash and the fair market value (determined as set forth below) of any securities or other property or consideration directly or indirectly paid or payable to the Debtors or their equity holders in connection with an M&A Transaction, including, without limitation, (1) any dividends or distributions or any stock redemptions or repurchases outside of the normal course of business, (2) all amounts payable in relation to, or other value ascribed in the M&A Transaction (including the form of “rollover” options or warrants) in respect of, warrants, options or other convertible securities, (3) the full amount of any consideration placed in escrow or otherwise withheld to support the Debtors’ (or its securityholders’) indemnification, purchase price adjustment or similar obligations under the definitive documents with respect to the M&A Transaction, (4) the full amount of any contingent consideration to be paid in the future, including, without limitation, any earn-outs or other similar payments contingent on future performance and (5) the full amount of any payments in installments (the amounts set forth in clauses (3), (4), and (5) above, “Future Consideration”); provided that the portion of the M&A Transaction Fee attributable to Future Consideration shall be paid when and to the extent such Future Consideration is actually paid to the Debtors or its securityholders; provided, further, that any agreement relating to the payment of Future Consideration shall expressly provide, to the reasonable satisfaction of Jefferies, that Jefferies be paid the portion of the M&A Transaction Fee attributed to Future Consideration simultaneous with the Debtors’ or their former or current shareholders’ receipt of such Future Consideration; plus (B) all indebtedness for borrowed money, capitalized leases and other debt-like items treated as indebtedness in the definitive documentation for the M&A Transaction and preferred stock directly or indirectly assumed, refinanced, retired or extinguished (and all payments made and expenses incurred in connection therewith, including, without limitation, prepayment premiums and defeasance costs) in connection with the M&A Transaction (including, in the case of the sale, exchange or purchase of equity securities, any such liabilities outstanding at the closing of the M&A Transaction); plus (C) in the case of an M&A Transaction structured as a sale, transfer, exchange or purchase of equity securities, if less than 100% of the equity of the Debtors’ businesses subject to the M&A Transaction are transferred in the M&A Transaction, the value of any retained interest in such businesses based on the value paid for or ascribed to the equity interests transferred in the M&A Transaction. Amounts paid in respect of cash and cash equivalents held by the Debtors or any of its subsidiaries or affiliates at closing that are excluded from a working capital or similar threshold calculation under the definitive M&A Transaction documents shall not be included in the calculation of Transaction Value. For the avoidance of doubt and notwithstanding anything to the contrary contained in the Engagement Letter, the Debtors’ and/or the Transaction counterparty’s Transaction-related expenses (including, but not limited to, the fees and expenses owed to Jefferies and the Debtors’ legal counsel) shall not be deducted from Transaction Value or otherwise taken into account when calculating Transaction Value under the Engagement Letter.

- (b) 5.0% of that portion of Transaction Value greater than \$175.0 million but less than or equal to \$200.0 million; *plus*
 - (c) 10.0% of that portion of Transaction Value greater than \$200.0 million.
- Notwithstanding anything to the contrary, the minimum M&A Transaction Fee paid at the first closing of an M&A Transaction (including, for the avoidance of doubt, a PIMCO M&A Transaction) shall be \$1.75 million (and shall only be payable once) (the “Minimum M&A Fee”) and in the event of multiple M&A Transactions, the M&A Transaction Fee payable at closing of each M&A Transaction subsequent to the initial M&A Transaction shall equal the aggregate M&A Transaction Fees calculated for all M&A Transactions less the M&A Transaction Fees actually paid to Jefferies; provided, however, if the Minimum M&A Transaction Fee becomes payable in connection with a PIMCO M&A Transaction involving less than \$1.75 million in gross proceeds (including any and all amounts credit bid), (i) the Debtors shall pay to Jefferies an amount equal to the gross proceeds paid (including any and all amounts credit bid) in such PIMCO M&A Transaction and (ii) the remaining portion of the Minimum M&A Transaction Fee shall be paid by the Debtors upon the earliest of (a) the closing of a subsequent M&A Transaction, (b) the date that is three months from the closing of such PIMCO M&A Transaction and (c) the confirmation of any chapter 11 plan involving the Debtors.
- (v) **Financing Fee.** Promptly upon consummation of a Financing, a fee (a “Financing Fee”) equal to an amount to be determined according to the following schedule: (a) 2.0% of the aggregate principal amount of any secured Bank Debt or secured Debt Securities of any Financing; (b) 3.5% of the aggregate principal amount of any Bank Debt or Debt Securities of any Financing not covered by paragraph 13(iv)(a) immediately above (section 4(d)(i) of the Engagement Letter); and (c) 5.0% of the aggregate gross proceeds received or to be received from the sale of Equity Securities, including, without limitation, aggregate amounts committed by investors to purchase Equity Securities in connection with any Financing (the “Equity Financing Fee”); provided that the portion of the Financing Fee attributable to gross proceeds that have been committed but not yet paid shall be paid when and to the extent

For purposes of computing the M&A Transaction Fee, any non-cash consideration shall be valued as set forth in the definitive agreements for the M&A Transaction or, if such agreements do not set forth a value, (x) publicly-traded securities shall be valued at the average of their 4:00 p.m. closing prices (as reported in The Wall Street Journal) for the five trading days prior to the date that is two business days prior to the date of announcement of the M&A Transaction and (y) any other non-cash consideration shall be valued at the fair market value thereof as determined in good faith by the Debtors and Jefferies.

such gross proceeds are actually paid to the Debtors or its direct or indirect securityholders; provided, further, no Financing Fee shall be payable to Jefferies with respect to any portion of a Financing provided by PIMCO or any affiliate of PIMCO.

- (vi) To the extent a Transaction qualifies as both a Restructuring and an M&A Transaction, Jefferies shall only be entitled to the higher of the Restructuring Fee and the M&A Transaction Fee payable on account of such Transaction and not both such fees. To the extent a Transaction qualifies as both a Financing involving Equity Securities and an M&A Transaction, Jefferies shall only be entitled to the higher of the Equity Financing Fee and the M&A Transaction Fee payable on account of such Transaction and not both such fees.
- (vii) **Break-Up Fee**. If, following or in connection with the termination, abandonment or failure to occur of any proposed M&A Transaction in respect of which the Debtors entered into an agreement (i) during the Term or (ii) during the 12-month period following the Term, and the Debtors or any affiliate is entitled to receive a break-up, termination, “topping,” expense reimbursement, earnest money payment or similar fee or payment (including, without limitation, any judgment for damages or amount in settlement of any dispute as a result of such termination, abandonment or failure to occur) (each and together, “Termination Payments”), Jefferies shall be entitled to a cash fee (the “Break-Up Fee”), payable promptly following the Debtors’ or such affiliate’s receipt of such amount, equal to 25% of the aggregate amount of all Termination Payments paid to the Debtors or such affiliate (net of out-of-pocket, unreimbursed expenses of the Debtors paid or owing to third parties (other than any amounts owed or paid to Jefferies)); provided, however, that the Break-Up Fee shall not be greater than the M&A Transaction Fee that would have been payable had the proposed M&A Transaction been consummated.
- (viii) **Expenses**. In addition to any fees that may be paid to Jefferies under the Engagement Letter, whether or not any Transaction occurs, the Debtors will reimburse Jefferies, promptly upon receipt of an invoice therefor, for all reasonable out-of-pocket expenses (including fees and expenses of its counsel, ancillary expenses and the fees and expenses of any other independent experts retained by Jefferies) incurred by Jefferies and its designated affiliates in connection with the engagement contemplated herein and in the Engagement Letter; provided that the amount of such fees and expenses for which Jefferies shall seek reimbursement from the Debtors (other than fees and expenses of Willkie Farr & Gallagher LLP, Jefferies’ counsel, incurred in connection with the Transaction or any bankruptcy case involving the Debtors) shall not exceed \$100,000 in the aggregate without the Debtors’ consent (not to be unreasonably withheld).

13. During the pendency of these Chapter 11 Cases, Jefferies will apply to the Court for the allowance of compensation for professional services rendered and reimbursement of

expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and any other applicable procedures and orders of the Court consistent with the proposed compensation arrangement set forth in the Engagement Letter.

THE FEE AND EXPENSE STRUCTURE IS APPROPRIATE AND REASONABLE AND SHOULD BE APPROVED UNDER BANKRUPTCY CODE SECTION 328(A)

14. The Debtors believe that the Fee and Expense Structure as set forth in the Engagement Letter is reasonable. The Fee and Expense Structure appropriately reflects the nature of the services to be provided by Jefferies and the fee structures typically utilized by leading investment banking firms of similar stature to Jefferies for comparable engagements, both in and out of court. The Fee and Expense Structure is consistent with Jefferies' normal and customary billing practices for cases of this size and complexity that require the level of scope and services outlined herein. Moreover, the Fee and Expense Structure is reasonable in light of (i) industry practice; (ii) market rates charged for comparable services both in and out of the chapter 11 context; (iii) Jefferies' substantial experience with respect to investment banking services; and (iv) the nature and scope of work to be performed by Jefferies in these Chapter 11 Cases.

15. In particular, the Debtors believe that the Fee and Expense Structure creates a proper balance between fixed monthly fees and contingency fees. Similar fixed and contingency fee arrangements have been approved and implemented in other recent large chapter 11 cases. *See, e.g., In re Steward Health Care System LLC*, Case No. 24-90213 (CML) (Bankr. S.D.T.X. July 12, 2024); *In re WOM, S.A.*, Case No. 24-10648 (KBO) (Bankr. D. Del. June 20, 2024); *In re Number Holdings, Inc.*, Case No. 24-10719 (JKS) (Bankr. D. Del. Apr. 7, 2024); *In re Ebix*, Case No. 24-80004 (SWE) (Bankr. N.D. Tex. Feb. 6, 2024); *In re GOL Linhas Aéreas Inteligentes S.A.*, Case No. 24-10118 (MG) (Bankr. S.D.N.Y. Jan. 25, 2024); *In re Barretts Minerals Inc.*, Case No. 23-90794 (MI) (Bankr. S.D. Tex. Nov. 21, 2023); *In re Unconditional Love Inc.*, Case No. 23-11759

(MFW) (Bankr. D. Del. Oct. 23, 2023); *In re Pipeline Health System, LLC*, Case No. 22-90291 (MI) (Bankr. S.D. Tex. Oct. 2, 2022); *In re Mining Project Wind Down Holdings, Inc. (f/k/a Compute North Holdings, Inc.)*, Case No. 22-90273 (MI) (Bankr. S.D. Tex. Sep. 22, 2022); *In re SAS AB*, Case No. 22-10925 (MEW) (Bankr. S.D.N.Y. Sept. 19, 2022); *In re Vewd Software USA, LLC*, Case No. 21-12065 (MEW) (Bankr. S.D.N.Y. Dec. 15, 2021); *In re Limetree Bay Services, LLC*, Case No. 21-32351 (DRJ) (Bankr. S.D. Tex. Sep. 10, 2021).

RECORD KEEPING AND APPLICATIONS FOR COMPENSATION

16. Consistent with its ordinary practice and the practice of investment bankers in other chapter 11 cases whose fee arrangements are not hours-based, Jefferies does not maintain contemporaneous time records or provide or conform to a schedule of hourly rates for its professionals. Given the foregoing and that Jefferies' compensation is based on fixed fees, the Debtors request that, notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, any order of this Court, the Complex Case Procedures or any other guidelines regarding the submission and approval of fee applications, Jefferies' professionals be excused from maintaining time records as set forth in Bankruptcy Rule 2016(a) in connection with the services to be rendered pursuant to the Engagement Letter. Jefferies will, however, maintain records in support of any expenses incurred in connection with the rendering of its services in these Chapter 11 Cases.

INDEMNIFICATION

17. As part of the overall compensation payable to Jefferies under the terms of the Engagement Letter, the Engagement Letter provides for certain indemnification obligations to Jefferies and its affiliates, and each of their respective officers, directors, managers, members, partners, employees and agents, and any other controlling persons, and their successors and permitted assigns, to the fullest extent lawful, from and against any claims, liabilities, losses,

actions, suits, proceedings, third party subpoenas, damages, costs and expenses, as incurred, related to or arising out of or in connection with Jefferies' services under the Engagement Letter.⁸ Such terms of indemnification, as modified by the Proposed Order, reflect the qualifications and limits on such terms that are customary for investment bankers such as Jefferies in chapter 11 cases. *See, e.g., In re Steward Health Care System LLC*, Case No. 24-90213 (CML) (Bankr. S.D.T.X. July 12, 2024) (approving indemnification provisions); *In re WOM, S.A.*, Case No. 24-10648 (KBO) (Bankr. D. Del. June 20, 2024) (same); *In re Number Holdings, Inc.*, Case No. 24-10719 (JKS) (Bankr. D. Del. Apr. 7, 2024) (same); *In re Ebix*, Case No. 24-80004 (SWE) (Bankr. N.D. Tex. Feb. 6, 2024) (same); *In re GOL Linhas Aéreas Inteligentes S.A.*, Case No. 24-10118 (MG) (Bankr. S.D.N.Y. Jan. 25, 2024) (same); *In re Barretts Minerals Inc.*, Case No. 23-90794 (MI) (Bankr. S.D. Tex. Nov. 21, 2023) (same); *In re Unconditional Love Inc.*, Case No. 23-11759 (MFW) (Bankr. D. Del. Oct. 23, 2023) (same); *In re Aerotech Miami Inc. d/b/a iAero Tech*, Case No. 23-17503 (RAM) (Bankr. S.D. Fla. Oct. 16, 2023) (same); *In re AppHarvest Products, LLC*, Case No. 23-90745 (DRJ) (Bankr. S.D. Tex. Sept. 12, 2023) (same); *In re Pipeline Health System, LLC*, Case No. 22-90291 (MI) (Bankr. S.D. Tex. Oct. 2, 2022) (same); *In re Mining Project Wind Down Holdings, Inc. (f/k/a Compute North Holdings, Inc.)*, Case No. 22-90273 (MI) (Bankr. S.D. Tex. Sep. 22, 2022) (same); *In re SAS AB*, Case No. 22-10925 (MEW) (Bankr. S.D.N.Y. Sept. 19, 2022) (same).

JEFFERIES' DISINTERESTEDNESS

18. As further set forth in the Finger Declaration, Jefferies has informed the Debtors that, to the best of Jefferies' knowledge, information and belief, as of the date hereof, except as set

⁸ To the extent there is any inconsistency between the summary of the indemnification provisions set forth in this Application and the indemnifications set forth in Schedule A to the Engagement Letter, the terms of the Engagement Letter shall control.

forth in the Finger Declaration, (i) Jefferies has no connection with the Debtors, their creditors, equity security holders or other parties in interest in these Chapter 11 Cases; (ii) Jefferies does not hold or represent any entity having an interest adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders; and (iii) Jefferies (a) is not a creditor, equity security holder or an insider of any of the Debtors and (b) is not or was not, within two years before the Petition Date, a director, officer, or employee of the Debtors. In addition, none of the Jefferies professionals expected to assist the Debtors in these Chapter 11 Cases is related or connected to any United States Bankruptcy Judge for the Northern District of Georgia (Newnan Division), the United States Trustee for Region 21 (the "U.S. Trustee") or any person employed by the U.S. Trustee.

19. During the 90-day period prior to the commencement of these Chapter 11 Cases, Jefferies received: (i) \$48,592.78 on account of expense reimbursements; and (ii) expense retainers in the amount of \$45,000.00, which it has or will apply against any unpaid expenses incurred by Jefferies prior to the Petition Date. Jefferies will include in its first interim fee application information regarding any such application. Subject to such application, Jefferies has agreed to waive any amounts outstanding as of the Petition Date.

20. The Debtors have been advised that Jefferies has agreed not to share and will not share with any other person or entity the compensation to be received for professional services rendered in connection with these Chapter 11 Cases in accordance with section 504(a) of the Bankruptcy Code.

21. Based on the foregoing, the Debtors believe that Jefferies is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code and utilized in section 328(c) of the Bankruptcy Code.

BASIS FOR RELIEF

22. The Debtors seek entry of an order authorizing them to retain and employ Jefferies pursuant to sections 327 and 328(a) of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code provides, in relevant part, that the Debtors, with the Bankruptcy Court’s approval, “may employ one or more attorneys, accountants . . . or other professional person.” Section 328(a) of the Bankruptcy Code provides, in relevant part, that the Debtors, with the Bankruptcy Court’s approval, “may employ or authorize the employment of a professional person under section . . . 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.”

23. Given the numerous issues that Jefferies may be required to address in performing its services for the Debtors pursuant to the Engagement Letter, Jefferies’ commitment to the variable time requirements and effort necessary to address all such issues as they arise, and the market prices for Jefferies’ services for engagements of this nature, the Debtors submit that the terms and conditions of the Engagement Letter are fair, reasonable, and market-based under the standards set forth in section 328(a) of the Bankruptcy Code. The Debtors also believe that the Fee and Expense Structure appropriately reflects (i) the nature and scope of Jefferies’ services, (ii) Jefferies’ substantial experience with respect to investment banking services, and (iii) the fee structures typically utilized by Jefferies and other investment banks, which do not bill their clients on an hourly basis, in bankruptcy or otherwise.

24. As set forth above, and notwithstanding Court approval of Jefferies’ engagement under section 328(a) of the Bankruptcy Code, Jefferies intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these Chapter 11 Cases, subject to the Court’s approval and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Complex Case

Procedures and any other applicable procedures and orders of this Court, with certain limited modifications as set forth herein. Notwithstanding the foregoing, Jefferies has agreed that the U.S. Trustee may review Jefferies' compensation under section 330 of the Bankruptcy Code on the terms set forth in the Proposed Order.

25. In light of the foregoing, the Debtors submit that the retention of Jefferies is in the best interest of their estates, their creditors, and all parties in interest in these Chapter 11 Cases. Jefferies has extensive experience in matters involving complex financial restructurings and an excellent reputation for services rendered in chapter 11 cases on behalf of debtors and creditor constituencies throughout the United States. The Debtors have satisfied the requirements of the Bankruptcy Code and the Bankruptcy Rules to support entry of an order authorizing the Debtors to retain and employ Jefferies in these Chapter 11 Cases on the terms described herein and in the Engagement Letter.

NOTICE

26. Notice of this Application will be provided to: (i) the U.S. Trustee; (ii) the Debtors' thirty (30) largest unsecured creditors on a consolidated basis; (iii) counsel to the Debtors' prepetition and postpetition lenders and collateral agent; (iv) the United States Securities and Exchange Commission; (v) the Internal Revenue Service; (vi) the Georgia Department of Revenue; (vii) the Attorney General for the State of Georgia; (viii) the United States Attorney for the Northern District of Georgia; (ix) the state attorneys general for states in which the Debtors conduct business; and (x) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, under the circumstances, no other or further notice is required.

27. No previous application for the relief sought herein has been made to this Court or to any other court.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court: (a) enter the Proposed Order, substantially in the form attached hereto as Exhibit A, authorizing the Debtors to retain and employ Jefferies as their investment banker in these Chapter 11 Cases, effective as of the Petition Date, and (b) grant such other and further relief as the Court may deem just and proper.

Dated: March 31, 2025

/s/ Andrew Hede

Andrew Hede

Chief Restructuring Officer of the Debtors and
Debtors in Possession

Exhibit A

Proposed Order

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

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF JEFFERIES LLC AS INVESTMENT BANKER TO THE DEBTORS AND DEBTORS IN POSSESSION PURSUANT TO 11 U.S.C. §§ 327(a) AND 328(a), EFFECTIVE AS OF THE PETITION DATE; (II) MODIFYING TIME-KEEPING REQUIREMENTS; AND (III) GRANTING RELATED RELIEF

This matter is before the Court on the *Application of the Debtors and Debtors in Possession for Entry of an Order (i) Authorizing the Retention and Employment of Jefferies LLC as Investment Banker to the Debtors and Debtors in Possession Pursuant to 11 U.S.C. §§ 327(a) and 328(a), effective as of the Petition Date; (ii) Modifying Time-Keeping Requirements; and (iii) Granting Related Relief* (the “Application”).²

No hearing is necessary on the Application absent the filing of a timely objection to it. Pursuant to a certificate of service filed with the Application and in accordance with the Complex Case Procedures, the Application has been served on the United States Trustee as required by Rule 2014 of the Federal Rules of Bankruptcy Procedure, and on the Debtors’ thirty (30) largest unsecured creditors, counsel to the Debtors’ prepetition and postpetition lenders and collateral

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 given to such terms in the Application.

agent, the United States Securities and Exchange Commission, the Internal Revenue Service, the Georgia Department of Revenue, the Attorney General for the State of Georgia, the United States Attorney for the Northern District of Georgia, the state attorneys general for states in which the Debtors conduct business and any party that has requested notice pursuant to Bankruptcy Rule 2002. No further service of the Application is necessary.

Accordingly, it is HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. Pursuant to sections 327(a) and 328 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, the Local Bankruptcy Rules and the Complex Case Procedures, the Debtors are authorized to retain and employ Jefferies as their investment banker in these Chapter 11 Cases, effective as of the Petition Date, pursuant to the terms and subject to the conditions set forth in the Engagement Letter attached to the Application as Exhibit B, as modified by this Order.
3. Except to the extent set forth herein, the Engagement Letter (together with all annexes thereto), including without limitation the Fee and Expense Structure, are approved pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, and the Debtors are authorized and directed to perform their payment, reimbursement, contribution, and indemnification obligations and their non-monetary obligations in accordance with the terms and conditions, and at the times specified, in the Engagement Letter, unless modified herein. Subject to Paragraph 4 of this Order, all compensation and reimbursement of expenses payable under the Engagement Letter shall be subject to review only pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and shall not be subject to any other standard of review including, but not limited to, that set forth in section 330 of the Bankruptcy Code.

4. Jefferies shall file applications for allowance of compensation and reimbursement of expenses pursuant to and in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, Bankruptcy Rules, Local Bankruptcy Rules, and Complex Case Procedures as may then be applicable, and any other applicable orders and procedures of this Court; provided, however, that Jefferies shall be compensated and reimbursed pursuant to section 328(a) of the Bankruptcy Code and that Jefferies' fees and expenses shall not be evaluated under the standard set forth in section 330 of the Bankruptcy Code, except that, notwithstanding any provisions to the contrary in this Order, the Application or any of its attachments, the U.S. Trustee shall retain all rights and be entitled to object to Jefferies' request(s) for fees and reimbursement of expenses under the standards provided in sections 330 and 331 of the Bankruptcy Code; provided that reasonableness for this purpose shall include, among other things, an evaluation by comparing the fees payable in these Chapter 11 Cases to the fees paid to other investment banking firms for comparable services in other chapter 11 cases and outside of chapter 11 cases, and shall not be evaluated primarily on the basis of time committed or the length of these Chapter 11 Cases.

5. In the event that, during the pendency of these Chapter 11 Cases, Jefferies requests reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in Jefferies' own fee applications, and such invoices and time records shall be subject to approval of the Court under the standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code. Notwithstanding the foregoing, Jefferies shall only be reimbursed for any legal fees incurred in connection with these cases to the extent permitted under applicable law and the decisions of the Court.

6. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, Local Bankruptcy Rules, the Complex Case Procedures, any order of this Court, or any guidelines established by the U.S. Trustee regarding submission and approval of fee applications, Jefferies and its professionals shall be excused from: (i) the requirement to maintain or provide detailed time records for services rendered postpetition and (ii) providing or conforming to any schedule of hourly rates.

7. The indemnification, contribution, and reimbursement provisions included in Schedule A to the Engagement Letter are approved, subject to the following modifications, applicable during the pendency of these chapter 11 cases:

- (a) Indemnified Persons (as that term is defined in Schedule A to the Engagement Letter) shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter for claims arising from services other than the services provided under the Engagement Letter, unless such services are approved by the Court;
- (b) Notwithstanding anything to the contrary in the Engagement Letter, the Debtors shall have no obligation to indemnify any person or entity or provide contribution or reimbursement to any person or entity for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen from that person's or entity's gross negligence, willful misconduct, fraud, breach of fiduciary duty (if any) or bad faith, or (ii) for a contractual dispute in which the Debtors allege breach of the obligations of Jefferies or another Indemnified Person under the Engagement Letter unless the Court determines that indemnification, contribution, or reimbursement would be permissible under applicable law, or (iii) settled prior to a judicial determination as to sub-clauses (i) or (ii) above, but determined by the Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified by this Order;
- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these Chapter 11 Cases, Jefferies or another Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs, Jefferies must file an application before the Court and the Debtors may not pay any such amounts before the entry of an order by the Court approving the payment; provided,

however, that for the avoidance of doubt, this subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses for indemnification, contribution, or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify Jefferies or any other Indemnified Person.

8. Notwithstanding anything to the contrary in the interim order authorizing, among other things, the Debtors to obtain postpetition financing and use of cash collateral, dated March 18, 2025 [Docket No. 32], and any order approving such postpetition financing and use of cash collateral on a final basis (as applicable, the "DIP Order") and related loan documents, (i) the "Case Professionals Reserve Account," as defined and used in the DIP Order and related loan documents, shall include all fees and expenses of Jefferies provided in the Engagement Letter as approved hereby, (ii) payment of such fees and expenses shall be subject to approval by this Court (whether approved before or after the Carve-Out Trigger Date (as defined in the DIP Order)), and (ii) "Case Professionals," as defined and used in the DIP Order and related loan documents, shall include Jefferies.

9. None of the fees payable to Jefferies under the Engagement Letter shall constitute a "bonus" or fee enhancement under applicable law.

10. The relief granted herein, including, without limitation, approval pursuant to section 328(a) of the Bankruptcy Code of the Fee and Expense Structure and the Indemnification Provisions (as modified and restated in this Order), shall be binding upon any chapter 11 trustee appointed in these Chapter 11 Cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these Chapter 11 Cases to cases under chapter 7.

11. To the extent the Debtors wish to expand the scope of Jefferies' services beyond those services set forth in the Engagement Letter or this Order, the Debtors shall be required to seek further approval from this Court. The Debtors shall file notice of any proposed additional services (the "Proposed Additional Services") and any underlying engagement letter with respect

to such Proposed Additional Services with the Court and serve such notice on the U.S. Trustee, the DIP Lender, the Committee, and any party requesting notice under Bankruptcy Rule 2002. If no such party files an objection within 14 days of the Debtors filing such notice, the Proposed Additional Services and any underlying engagement letter with respect to such Proposed Additional Services may be approved by the Court by further order without further notice or hearing.

12. To the extent that there may be any inconsistency between the terms of the Application, the Finger Declaration, the Engagement Letter, and this Order, the terms of this Order shall govern.

13. The Debtors and Jefferies are authorized and empowered to take all actions necessary to effectuate the relief granted by this Order.

14. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

END OF ORDER

Prepared and presented by:

GREENBERG TRAUIG, LLP

/s/ David B. Kurzweil

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

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

Terminus 200

3333 Piedmont Road, NE, Suite 2500

Atlanta, Georgia 30305

Telephone: (678) 553-2100

Email: kurzweild@gtlaw.com

petriem@gtlaw.com

*Proposed Counsel for the Debtors and
Debtors in Possession*

Exhibit B

Engagement Letter

Strictly Confidential

Engagement Letter

March 10, 2025

Air Pros Solutions Holdings, LLC

2801 Evans Street
Hollywood, FL 33020

Air Pros Solutions, LLC

2801 Evans Street
Hollywood, FL 33020

Attention: Lawrence Hirsh
Independent Director

Re: Advisory Services

This letter agreement (this “Agreement”) will confirm the arrangements under which Jefferies LLC (“Jefferies”) has been engaged by Air Pros Solutions Holding, LLC, a Delaware limited liability company, and Air Pros Solutions, LLC, a Delaware limited liability company, and their respective subsidiaries and any entity used thereby to facilitate the transactions contemplated hereby (collectively, the “Company”), to act as the Company’s exclusive investment banker in connection with a possible Transaction (as defined below). The Parties (as defined below) acknowledge and agree that this Agreement amends, restates, and replaces in its entirety all prior investment banking engagement letters between the Parties with respect to the Transactions contemplated hereby, including, but not limited to, those certain engagement letters between Jefferies and Air Pros Solutions, LLC dated July 26, 2023, January 2, 2024 and February 24, 2025; provided that, for the avoidance of doubt, the Company acknowledges that Jefferies services hereunder are a continuation of Jefferies’ services under such prior engagement letters.

1. Retention.

(a) Restructuring. During the Term (as defined below), and as mutually agreed upon by Jefferies and the Company and as appropriate, Jefferies will:

(i) provide advice and assistance to the Company in connection with analyzing, structuring, negotiating and effecting, and acting as exclusive investment banker to the Company in connection with, any restructuring, reorganization, recapitalization, repayment or material modification of the Company’s outstanding indebtedness or obligations (including, without limitation, any preferred equity), however achieved, including, without limitation, through any offer by the Company with respect to any outstanding Company indebtedness or obligations, a solicitation of votes, approvals, or consents giving effect thereto (including with respect to a prepackaged or pre-negotiated plan of reorganization or other plan pursuant to chapter 11, Title 11 of the United States Code (the “Bankruptcy Code”)), the execution of any agreement giving effect to the same, an offer by any third party to convert, exchange or acquire any outstanding Company

Air Pros Solutions Holdings, LLC

Air Pros Solutions, LLC

March 10, 2025

Page 2

indebtedness or obligations, or any similar balance sheet restructuring involving the Company (any of the foregoing, a “Restructuring”); and

(ii) perform the following investment banking services, among others, for the Company in connection with a Restructuring: (A) becoming familiar with, to the extent Jefferies deems appropriate, and analyzing, the business, operations, properties, financial condition and prospects of the Company; (B) advising the Company on the current state of the “restructuring market”; (C) assisting and advising the Company in developing a general strategy for accomplishing a Restructuring; (D) assisting and advising the Company in implementing a Restructuring; (E) assisting and advising the Company in evaluating and analyzing a Restructuring, including the value of the securities or debt instruments, if any, that may be issued in any such Restructuring; and (F) rendering such other investment banking services as may from time to time be agreed upon by the Company and Jefferies.

(b) M&A Transaction.

(i) During the Term, and as mutually agreed upon by Jefferies and the Company, Jefferies will provide the Company with financial advice and assistance in connection with a possible sale, disposition or other business transaction or series of transactions involving all or a portion of the equity interests or assets of one or more entities comprising the Company, a Delaware limited liability company and parent of the Company, to one or more unaffiliated third parties whether directly or indirectly and through any form of transaction, including, without limitation, merger, reverse merger, liquidation, stock sale, asset sale, asset swap, recapitalization, reorganization, consolidation, amalgamation, spin-off, split-off, a sale under section 363 of the Bankruptcy Code (including any “credit bid” made pursuant to section 363(k) of the Bankruptcy Code and including under a prepackaged or pre-negotiated plan of reorganization or other plan pursuant to the Bankruptcy Code) or other transaction (any of the foregoing, an “M&A Transaction”).

(ii) Jefferies’ services hereunder shall include, as requested by the Company and reasonably appropriate, assisting the Company in: (i) the preparation of certain marketing materials (the “Marketing Materials”) to be distributed by Jefferies on behalf of the Company to prospective purchasers; and (ii) the preparation and maintenance of a list of prospective Transaction counterparties, including those that have been sent the Market Materials, and Jefferies shall provide such list of prospective M&A Transaction counterparties to the Company upon request. Jefferies agrees that the contact of potential M&A Transaction counterparties hereunder and the dissemination of Marketing Materials shall be coordinated with the Company.

(c) Financing.

(i) The Company hereby retains and authorizes Jefferies, during the term of this engagement, to act as sole and exclusive financial advisor in connection with

Air Pros Solutions Holdings, LLC**Air Pros Solutions, LLC**

March 10, 2025

Page 3

any of the following (each, a “Financing”, and a Financing, a Restructuring and an M&A Transaction, each and together, a “Transaction”): (A) the sale and/or placement, whether in one or more public or private transactions, of (i) common equity, preferred equity, and/or equity-linked securities of the Company (regardless of whether sold by the Company or its securityholders), including, without limitation, convertible debt securities (individually and collectively, “Equity Securities”), and/or (ii) notes, bonds, debentures and/or other debt securities of the Company, including, without limitation, mezzanine and asset-backed securities (individually and collectively, “Debt Securities”), and/or (B) the arrangement and/or placement of any bank debt and/or other credit facility of the Company including debtor-in-possession financing (individually and collectively, “Bank Debt,” and any or a combination of Bank Debt, Equity Securities and/or Debt Securities, “Instruments”). For the avoidance of doubt, if a Financing is executed in more than one issuance or tranche, each shall be deemed to be a Financing for the purposes of this Agreement.

(ii) It is understood and agreed that the Company’s engagement of Jefferies pursuant to this Agreement is not an express or implied commitment by, nor shall this Agreement otherwise create any obligation on, Jefferies to underwrite, place or purchase any Instruments or otherwise provide or arrange any financing.

2. Cooperation.

(a) The Company shall furnish Jefferies with such current and historical materials and information regarding the business and financial condition of the Company relevant to the Transaction, and all such other information and data, and access to such of the Company’s officers, directors, employees and professional advisors, which Jefferies reasonably requests in connection with Jefferies’ activities hereunder. All such materials, information and data shall be complete and accurate in all material respects and not misleading. The Company agrees to promptly advise Jefferies of all developments materially affecting the Company, any proposed Transaction or the completeness or accuracy of the information previously furnished to Jefferies and agrees to notify Jefferies of any material initiatives taken or proposed to be taken by the Company relating to a proposed Transaction; provided that the Company shall provide Jefferies with notice prior to commencing any proceedings under the Bankruptcy Code. If the Company or, to the Company’s knowledge, any of its securityholders, affiliates or other advisors or representatives are contacted by any third party concerning a potential Transaction during the Term, the Company will promptly inform Jefferies of such inquiry, and all relevant details thereof.

(b) The Company further acknowledges that, except to the extent Jefferies, in its sole discretion, deems necessary to establish applicable “due diligence” defenses, Jefferies (i) will be relying on information and data provided to Jefferies (including, without limitation, information provided by or on behalf of the Company or other parties to a Transaction) and available from generally recognized public sources, without having independently verified the accuracy or completeness thereof, (ii) does not assume responsibility for the accuracy or completeness of any such information and data, (iii) has

Air Pros Solutions Holdings, LLC

Air Pros Solutions, LLC

March 10, 2025

Page 4

not made, and will not make, any physical inspection or appraisal of the properties, assets or liabilities (contingent or otherwise) of the Company or any other party to a Transaction and (iv) in relying on any financial forecasts that may be furnished to or discussed with Jefferies, will assume that such forecasts have been reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of the Company's management team as to the future financial performance of the Company or other party to a Transaction, as the case may be (and if such forecasts no longer reflect such estimates and judgments in all material respects, then the Company will promptly inform, and provide updated forecasts to, Jefferies).

(c) The Company agrees that any teaser, confidential information memorandum or other disclosure materials used in connection with a Transaction shall not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

(d) The Company shall comply, and shall assist Jefferies in complying, with all federal and state securities laws and regulations applicable to the Financing.

3. Use of Name, Advice, Agreement, etc.

(a) No information or advice provided (other than any information or advice relating to the U.S. tax treatment and U.S. tax structure of any Transaction) or materials prepared by Jefferies may be disclosed, in whole or in part, or summarized, excerpted from or otherwise referred to without Jefferies' prior written consent. The Company shall not disseminate any materials bearing the Jefferies name or logo outside of the Company without Jefferies' knowledge and consent; provided, however, that the Marketing Materials shall belong to and be the property of the Company. In addition, the Company agrees that any reference to Jefferies in any release, communication or other material is subject to Jefferies' prior written consent for each such reference. The Company agrees not to disclose this Agreement, the contents hereof or the activities of Jefferies pursuant hereto to any third party without the prior written consent of Jefferies; provided, however, if the Company becomes a debtor in a proceeding under the Bankruptcy Code, the Company shall be permitted to disclose the fact that the Company has retained Jefferies as its investment banker.

(b) Jefferies' advice is solely for the confidential use and information of the Company's management and board of directors or appropriate committee thereof (solely in their capacities as such), and is only to be used in considering the matters to which this Agreement relates. Such advice may not be relied upon by any other party (including, without limitation, securityholders, affiliates, creditors or employees of the Company).

4. Compensation. The Company agrees to pay Jefferies each of the following:

Air Pros Solutions Holdings, LLC

Air Pros Solutions, LLC

March 10, 2025

Page 5

(a) A monthly fee (the “Monthly Fee”) equal to \$100,000 per month accruing and payable as of and with effect as of the date on which proceedings under chapter 11 of the Bankruptcy Code involving the Company commence and in advance of each monthly anniversary thereafter until the termination of this Agreement. An amount equal to 100% of the Monthly Fees actually paid to Jefferies shall be credited once, without duplication, against any Restructuring Fee or M&A Transaction Fees (each as defined below) that subsequently becomes payable to Jefferies under this Agreement following the consummation of a Restructuring or M&A Transaction, as applicable.

(b) Promptly upon the consummation of a Restructuring, a fee (a “Restructuring Fee”) in an amount equal to \$1.75 million; provided, however, that no Restructuring Fee shall be payable to Jefferies with respect to any liquidating plan under chapter 11 of the Bankruptcy Code that provides for the orderly wind down and dissolution of the remaining assets or business of the Company following one or more M&A Transactions in connection with which Jefferies has received an M&A Transaction Fee that is not subject to avoidance under the Bankruptcy Code or applicable law.

(c) At the closing of an M&A Transaction solely involving PIMCO or an existing affiliate of PIMCO as of the date hereof as the M&A Transaction counterparty (a “PIMCO M&A Transaction”), a fee equal to the lesser of (i) \$250,000 and (ii) 2.0% of the aggregate gross proceeds received or to be received in connection with a PIMCO M&A Transaction, including, for the avoidance of doubt, any and all amounts that are credit bid in such PIMCO M&A Transaction (the “PIMCO M&A Transaction Fee”); provided that the portion of the PIMCO M&A Transaction Fee attributable to any gross proceeds not paid at the closing thereof shall be paid when and to the extent such contingent consideration is actually paid to the Company or its direct or indirect securityholders.

(d) At the closing of an M&A Transaction (other than a PIMCO M&A Transaction), an amount to be determined according to the following schedule (together with the PIMCO M&A Transaction Fee, the “M&A Transaction Fee”):

(i) 2.0% of Transaction Value (as defined below) less than or equal to \$175.0 million; *plus*

(ii) 5.0% of that portion of Transaction Value greater than \$175.0 million but less than or equal to \$200.0 million; *plus*

(iii) 10.0% of that portion of Transaction Value greater than \$200.0 million.

Notwithstanding anything to the contrary, the minimum M&A Transaction Fee paid at the first closing of an M&A Transaction (including, for the avoidance of doubt, a PIMCO M&A Transaction) shall be \$1.75 million (and shall only be payable once) (the “Minimum M&A Fee”) and in the event of multiple M&A Transactions, the M&A Transaction Fee payable at closing of each M&A Transaction subsequent to the initial M&A Transaction

Air Pros Solutions Holdings, LLC

Air Pros Solutions, LLC

March 10, 2025

Page 6

shall equal the aggregate M&A Transaction Fees calculated for all M&A Transactions less the M&A Transaction Fees actually paid to Jefferies; provided, however, if the Minimum M&A Transaction Fee becomes payable in connection with a PIMCO M&A Transaction involving less than \$1.75 million in gross proceeds (including any and all amounts credit bid), (i) the Company shall pay to Jefferies an amount equal to the gross proceeds paid (including any and all amounts credit bid) in such PIMCO M&A Transaction and (ii) the remaining portion of the Minimum M&A Transaction Fee shall be paid by the Company upon the earliest of (a) the closing of a subsequent M&A Transaction, (b) the date that is three months from the closing of such PIMCO M&A Transaction and (c) the confirmation of any chapter 11 plan involving the Company.

“Transaction Value” shall mean, without duplication, (A) the aggregate amount of cash and the fair market value (determined as set forth below) of any securities or other property or consideration directly or indirectly paid or payable to the Company or their equity holders in connection with an M&A Transaction, including, without limitation, (1) any dividends or distributions or any stock redemptions or repurchases outside of the normal course of business, (2) all amounts payable in relation to, or other value ascribed in the M&A Transaction (including the form of “rollover” options or warrants) in respect of, warrants, options or other convertible securities, (3) the full amount of any consideration placed in escrow or otherwise withheld to support the Company’s (or its securityholders’) indemnification, purchase price adjustment or similar obligations under the definitive documents with respect to the M&A Transaction, (4) the full amount of any contingent consideration to be paid in the future, including, without limitation, any earn-outs or other similar payments contingent on future performance and (5) the full amount of any payments in installments (the amounts set forth in clauses (3), (4), and (5) above, “Future Consideration”); provided that the portion of the M&A Transaction Fee attributable to Future Consideration shall be paid when and to the extent such Future Consideration is actually paid to the Company or its securityholders; provided, further, that any agreement relating to the payment of Future Consideration shall expressly provide, to the reasonable satisfaction of Jefferies, that Jefferies be paid the portion of the M&A Transaction Fee attributed to Future Consideration simultaneous with the Company’s or its former or current shareholders’ receipt of such Future Consideration; plus (B) all indebtedness for borrowed money, capitalized leases and other debt-like items treated as indebtedness in the definitive documentation for the M&A Transaction and preferred stock directly or indirectly assumed, refinanced, retired or extinguished (and all payments made and expenses incurred in connection therewith, including, without limitation, prepayment premiums and defeasance costs) in connection with the M&A Transaction (including, in the case of the sale, exchange or purchase of equity securities, any such liabilities outstanding at the closing of the M&A Transaction); plus (C) in the case of an M&A Transaction structured as a sale, transfer, exchange or purchase of equity securities, if less than 100% of the equity of the Company’s businesses subject to the M&A Transaction are transferred in the M&A Transaction, the value of any retained interest in such businesses based on the value paid for or ascribed to the equity interests transferred in the M&A Transaction. Amounts paid in respect of cash and cash equivalents held by the Company

Air Pros Solutions Holdings, LLC

Air Pros Solutions, LLC

March 10, 2025

Page 7

or any of its subsidiaries or affiliates at closing that are excluded from a working capital or similar threshold calculation under the definitive M&A Transaction documents shall not be included in the calculation of Transaction Value.

For the avoidance of doubt and notwithstanding anything to the contrary contained herein, the Company's and/or the Transaction counterparty's Transaction-related expenses (including, but not limited to, the fees and expenses owed to Jefferies and the Company's legal counsel) shall not be deducted from Transaction Value or otherwise taken into account when calculating Transaction Value hereunder.

For purposes of computing the M&A Transaction Fee, any non-cash consideration shall be valued as set forth in the definitive agreements for the M&A Transaction or, if such agreements do not set forth a value, (x) publicly-traded securities shall be valued at the average of their 4:00 p.m. closing prices (as reported in The Wall Street Journal) for the five trading days prior to the date that is two business days prior to the date of announcement of the M&A Transaction and (y) any other non-cash consideration shall be valued at the fair market value thereof as determined in good faith by the Company and Jefferies.

(e) Promptly upon consummation of a Financing, a fee (a "Financing Fee") equal to an amount to be determined according to the following schedule:

(i) 2.0% of the aggregate principal amount of any secured Bank Debt or secured Debt Securities of any Financing;

(ii) 3.5% of the aggregate principal amount of any Bank Debt or Debt Securities of any Financing not covered by subsection (d)(i) immediately above; and

(iii) 5.0% of the aggregate gross proceeds received or to be received from the sale of Equity Securities, including, without limitation, aggregate amounts committed by investors to purchase Equity Securities in connection with any Financing (the "Equity Financing Fee");

provided that the portion of the Financing Fee attributable to gross proceeds that have been committed but not yet paid shall be paid when and to the extent such gross proceeds are actually paid to the Company or its direct or indirect securityholders; provided, further, no Financing Fee shall be payable to Jefferies with respect to any portion of a Financing provided by PIMCO or any affiliate of PIMCO.

(f) To the extent a Transaction qualifies as both a Restructuring and an M&A Transaction, Jefferies shall only be entitled to the higher of the Restructuring Fee and the M&A Transaction Fee payable on account of such Transaction and not both such fees. To the extent a Transaction qualifies as both a Financing involving Equity Securities and an M&A Transaction, Jefferies shall only be entitled to the higher of the Equity Financing Fee

Air Pros Solutions Holdings, LLC

Air Pros Solutions, LLC

March 10, 2025

Page 8

and the M&A Transaction Fee payable on account of such Transaction and not both such fees.

(g) If, following or in connection with the termination, abandonment or failure to occur of any proposed M&A Transaction in respect of which the Company entered into an agreement (i) during the Term or (ii) during the 12-month period following the Term, and the Company or any affiliate is entitled to receive a break-up, termination, “topping,” expense reimbursement, earnest money payment or similar fee or payment (including, without limitation, any judgment for damages or amount in settlement of any dispute as a result of such termination, abandonment or failure to occur) (each and together, “Termination Payments”), Jefferies shall be entitled to a cash fee (the “Break-Up Fee”), payable promptly following the Company’s or such affiliate’s receipt of such amount, equal to 25% of the aggregate amount of all Termination Payments paid to the Company or such affiliate (net of out-of-pocket, unreimbursed expenses of the Company paid or owing to third parties (other than any amounts owed or paid to Jefferies)); provided, however, that the Break-Up Fee shall not be greater than the M&A Transaction Fee that would have been payable had the proposed M&A Transaction been consummated.

5. Expenses. In addition to any fees that may be paid to Jefferies hereunder, whether or not any Transaction occurs, the Company will reimburse Jefferies, promptly upon receipt of an invoice therefor, for all reasonable out-of-pocket expenses (including fees and expenses of its counsel, ancillary expenses and the fees and expenses of any other independent experts retained by Jefferies) incurred by Jefferies and its designated affiliates in connection with the engagement contemplated hereunder; provided that the amount of such fees and expenses for which Jefferies shall seek reimbursement from the Company under this Section 5 (other than fees and expenses of Willkie Farr & Gallagher LLP, Jefferies’ counsel, incurred in connection with the Transaction or any bankruptcy case involving the Company) shall not exceed \$100,000 in the aggregate without the Company’s consent (not to be unreasonably withheld).

6. Indemnification. The terms and provisions of Schedule A are incorporated by reference herein, constitute a part hereof and shall survive any termination or expiration of this Agreement.

7. Termination. Jefferies’ engagement hereunder will commence upon the execution of this Agreement by both the Company and Jefferies, and the Agreement will remain in full force and effect (and will not be deemed completed) until terminated by either Party on five days’ written notice to the other Party (the “Term”). Upon any termination of this Agreement, the Company shall promptly pay Jefferies any accrued and unpaid fees as of the date of such termination and reimburse Jefferies for any unreimbursed expenses owed pursuant to Section 5. In the event of any termination of this Agreement, Jefferies shall be entitled to the applicable fee or fees set forth in Section 4 if, on or prior to the date that is 12 months from the effective date of termination of this Agreement, the Company consummates a Transaction, or enters into an agreement with a party (or its affiliates) identified to the Company or its affiliates by Jefferies or as to which contact was initiated,

Air Pros Solutions Holdings, LLC**Air Pros Solutions, LLC**

March 10, 2025

Page 9

developed or pursued, directly or indirectly, by Jefferies, the Company, the Company's affiliates or such party (or its affiliates) prior to such termination and such agreement subsequently results in a Transaction (each, a "Tail Party"). Upon any termination of this Agreement, the rights and obligations of the parties hereunder shall terminate, except for the obligations set forth in Sections 3-7, 10-16, and Schedule A, which shall survive such termination (subject to, with respect to Section 4, the provisions of this Section 7).

8. Exclusivity. During the Term, the Company will not, and will not permit any securityholder, affiliate, advisor or representative of the Company to, engage any third party to perform any services or act in any capacity for which Jefferies has been engaged pursuant to this Agreement with respect to any potential Transaction without the prior written consent of Jefferies. For the avoidance of doubt, (a) Jefferies' rights (including with respect to fee entitlement) and the Company's obligations hereunder shall not be affected by any prior retention of an investment banker that, as of the date hereof, has been terminated ("Prior Advisor") and (b) Jefferies shall not be liable or responsible for any acts or omissions of such Prior Advisor, including, for the avoidance of doubt, with respect to any act or omission of such Prior Advisor that would constitute gross negligence or willful misconduct.

9. Bankruptcy Retention. If the Company becomes a debtor under chapter 11 of the Bankruptcy Code, the Company agrees promptly to retain Jefferies as its exclusive investment banker in the Company's bankruptcy cases, and to apply to the bankruptcy court having jurisdiction over such cases (the "Bankruptcy Court") for the approval of such retention pursuant to section 328(a) of the Bankruptcy Code, and not subject to any other standard of review under section 330 of the Bankruptcy Code. The Company shall supply Jefferies with a draft of any application and proposed order authorizing Jefferies' retention sufficiently in advance of its filing to enable Jefferies to review and approve any such application or order prior to its filing. Jefferies shall have no obligation to provide any services under this Agreement if the Company becomes a debtor under the Bankruptcy Code unless Jefferies' retention is approved under section 328(a) of the Bankruptcy Code by a final order of the Bankruptcy Court no longer subject to appeal, rehearing, reconsideration or petition for certiorari, which order is acceptable to Jefferies in its sole discretion. Prior to commencing a bankruptcy case, the Company shall pay to Jefferies in cash all amounts due and payable to Jefferies under this or any other Agreement.

10. Other Transactions; Disclaimer.

(a) If the Company requests that Jefferies or one of its affiliates make available acquisition financing to prospective counterparties to a Transaction, upon such request, the Company will be deemed to have waived any and all actual and/or potential conflicts of interest in connection therewith. In any such event, if Jefferies proceeds with such financing, the Company and Jefferies will discuss appropriate procedures to put in place to prevent the inappropriate disclosure of the Company's confidential information under such circumstances, subject to compliance with applicable securities laws. For the avoidance of doubt, any fees payable to Jefferies in connection with a financing described in this

Air Pros Solutions Holdings, LLC

Air Pros Solutions, LLC

March 10, 2025

Page 10

paragraph shall not be the responsibility of the Company, and no fee payable to Jefferies in connection with any such financing shall reduce the fees payable by the Company hereunder.

(b) The Company acknowledges that Jefferies' parent, Jefferies Financial Group Inc. (collectively with its subsidiaries and affiliates, "Jefferies Financial Group"), is a leading global, full-service investment banking and capital markets firm that offers a full range of investment banking, equities, fixed income, asset and wealth management products and services (including, without limitation, investment management, corporate finance, securities underwriting, trading and research and brokerage activities), and which owns a legacy portfolio of, and may make certain investments in or acquisitions of, other businesses and companies, in each case from which conflicting interests, or duties, may arise, and that Jefferies Financial Group maintains certain officers, directors and employees who also perform the same or similar roles for Jefferies. Information that is held elsewhere within Jefferies Financial Group, but of which none of the individuals in Jefferies' investment banking department involved in providing the services contemplated by this Agreement actually has (or without breach of internal procedures can properly obtain) knowledge, will not for any purpose be taken into account in determining Jefferies' responsibilities to the Company under this Agreement. Neither Jefferies nor any other part of Jefferies Financial Group has or will have any duty to disclose to the Company or use for the Company's benefit any non-public information acquired in the course of providing services to any other party, engaging in any transaction (on its own account or otherwise) or otherwise carrying on its business. In addition, in the ordinary course of business, Jefferies Financial Group may trade the securities of the Company and of potential participants in a Transaction for its own account and for the accounts of customers, and may at any time hold a long or short position in such securities. Jefferies recognizes its responsibility for compliance with federal securities laws and regulations in connection with such activities. Further, the Company acknowledges that from time-to-time Jefferies' research department may publish research reports or other materials, the substance and/or timing of which may conflict with the views or advice of the members of Jefferies' investment banking department, and may have an adverse effect on the Company's interests in connection with a Transaction or otherwise. Jefferies' investment banking department is managed separately from its research department and does not have the ability to prevent such occurrences. Jefferies Financial Group and its directors, officers and employees may also at any time invest on a principal basis or manage or advise funds that invest on a principal basis in any company that may be involved in the transactions contemplated hereby.

(c) The Company acknowledges and agrees that (i) Jefferies will act as an independent contractor hereunder, its responsibility is solely owed to the Company and contractual in nature, and Jefferies does not owe the Company, or any other person or entity (including, without limitation, any securityholders, affiliates, creditors or employees of the Company), any fiduciary or similar duty as a result of its engagement hereunder or otherwise, (ii) Jefferies and its affiliates will not be liable for any losses, claims, damages

Air Pros Solutions Holdings, LLC

Air Pros Solutions, LLC

March 10, 2025

Page 11

or liabilities arising out of the actions taken, omissions of or advice given by other parties who are providing services to the Company, (iii) Jefferies may provide tools or online document repository spaces to facilitate a Transaction, that such products or services are provided by third party vendors and that the Company uses those products or services at its own risk, (iv) Jefferies is not an advisor as to legal, tax, accounting or regulatory matters in any jurisdiction, (v) the Company has consulted, and will consult, as appropriate, with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of this Agreement and the transactions contemplated hereby, and that Jefferies and its affiliates shall have no responsibility or liability with respect thereto, and (vi) the Company is capable of evaluating the merits and risks of such transactions and the fees payable in connection therewith and that it understands and accepts the terms, conditions, and risks of such transactions and fees.

(d) In connection with any Transaction involving the offer and sale by the Company of any securities: (i) such sale, including the determination of the price of such securities, shall be an arm's-length commercial transaction between the Company and the other parties to a Transaction (including Jefferies in the event that it acts as an underwriter or initial purchaser); (ii) Jefferies will not be the agent or fiduciary of the Company or its securityholders, affiliates, creditors, employees or any other party; (iii) Jefferies shall not assume fiduciary responsibility in favor of the Company (irrespective of whether Jefferies has advised or is currently advising the Company on other matters) and Jefferies shall have no obligation to the Company with respect to the Transaction except as may be set forth in this Agreement or in a definitive agreement (as applicable); and (iv) in the event that a Transaction is not successfully consummated, the Company agrees that it will not hold Jefferies liable or responsible for the same (including but not limited to, as a result of an adverse change in the financial or securities markets, insufficient demand for instruments similar to the Instruments or lack of interest by investors in the Transaction).

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, applicable to contracts made and to be performed therein, without regard to conflict of laws provisions.

12. Exclusive Jurisdiction. Except as set forth below, the Parties agree that any dispute, claim or controversy directly or indirectly relating to or arising out of this Agreement, the termination or validity of this Agreement, any alleged breach of this Agreement, the engagement contemplated by this Agreement or the determination of the scope of applicability of this Agreement to this Section 12 (any of the foregoing, a "Claim") shall be commenced in the Commercial Division of the Supreme Court of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction over the adjudication of such matters and shall decide the merits of each Claim on the basis of the internal laws of the State of New York without regard to principles of conflicts of law; provided if the Company becomes a debtor under chapter 11 of the Bankruptcy Code, the Bankruptcy Court shall have exclusive jurisdiction over the adjudication of all Claims

Air Pros Solutions Holdings, LLC

Air Pros Solutions, LLC

March 10, 2025

Page 12

under this Agreement. The Company and Jefferies agree and consent to personal jurisdiction, service of process and venue of such courts, waive all right to trial by jury for any Claim and agree not to assert the defense of forum non-conveniens. The Company and Jefferies also agree that service of process may be effected through next-day delivery using a nationally-recognized overnight courier or personally delivered to the addresses set forth or referred to in Section 15. In any such Claim, all of the costs and the reasonable attorneys' fees of the prevailing party (it being understood that the determination as to which party prevailed shall be made by the court in such Claim) shall be borne by the party who did not prevail. The Company and Jefferies further agree that a final, non-appealable judgment in respect of any Claim brought in any such court shall be binding and may be enforced in any other court having jurisdiction over the Party against whom the judgment is sought to be enforced. Neither Jefferies or any of the Indemnified Persons (as defined in Schedule A), nor the Company or its affiliates, shall be responsible or have any liability for any indirect, special, consequential or punitive damages arising out of or in connection with this Agreement or the transactions contemplated hereby, even if advised of the possibility thereof; provided that the foregoing shall not place any limitation on the Company's indemnification obligations under Section 6 and Schedule A in connection with third-party claims. In addition, the Company agrees that irreparable harm to Jefferies may result in the event the Company fails, within 10 days of the receipt of a written demand from Jefferies, to pay any of the fees payable pursuant to Section 4 hereof, and in such event the Company agrees that Jefferies may seek to obtain, at its discretion, and in addition to any other remedies available to it, at law or in equity, either specific performance or summary judgment in lieu of complaint from any such court.

13. Payments.

(a) All payments to be made to Jefferies hereunder shall be non-refundable and made in cash by wire transfer of immediately available U.S. funds. If the fees to be paid to Jefferies are denominated in a currency other than U.S. dollars, such fees shall be converted into U.S. dollars at the closing mid-market exchange rate in New York on the business day prior to that on which payment of the fees is to be made. Except as expressly set forth herein, no fee payable to Jefferies hereunder shall be credited against any other fee due to Jefferies. The Company's obligation to pay any fee or expense set forth herein shall be absolute and unconditional and shall not be subject to reduction by way of setoff, recoupment or counterclaim. The Company agrees that the funds-flow memorandum for a Transaction shall be provided to Jefferies at a reasonable time prior to the closing of such Transaction and shall provide for the transfer to Jefferies at such closing of a cash amount sufficient to pay in full, in accordance with Sections 4 and 5, Jefferies' fees and expenses to the extent not previously paid or reimbursed.

(b) All amounts payable to Jefferies or any other Indemnified Person under the terms of the Agreement shall be paid to Jefferies or such Indemnified Person in U.S. dollars, free and clear of all deductions or withholdings.

Air Pros Solutions Holdings, LLC**Air Pros Solutions, LLC**

March 10, 2025

Page 13

(c) All fees and expenses payable under the provisions of the Agreement are subject to any applicable value added, sales, turnover, consumption or similar tax, which will be payable by or charged to the Company.

14. Announcements, etc. The Company agrees that Jefferies may, following the announcement or disclosure of a Transaction, describe such Transaction in any form of media or in Jefferies' marketing materials, stating Jefferies' role and other material terms of such Transaction and using the Company's name and logo in connection therewith; provided that Jefferies shall not use in any such description any material terms of a Transaction, which have not been publicly disclosed by or on behalf of the Company or its affiliates or the Transaction counterparty or its affiliates, without the Company's prior approval for the first such use. The Company agrees that any press release it may issue announcing a Transaction will, at Jefferies' request, contain a reference to Jefferies' role as exclusive financial advisor to the Company in connection with such Transaction in form and substance reasonably satisfactory to Jefferies.

15. Notices. Notice required to be given in writing pursuant to any of the provisions of this Agreement shall be mailed by next-day delivery using a nationally-recognized overnight courier or hand-delivered (a) if to the Company, at the address set forth above, and (b) if to Jefferies, at 520 Madison Avenue, New York, New York 10022, Attention: General Counsel.

16. Miscellaneous. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and may not be amended or modified except in writing signed by each Party. This Agreement may not be assigned by either Party without the prior written consent of the other Party, to be given in the sole discretion of the Party from whom such consent is being requested. 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. This Agreement is binding upon each Party's successors and permitted assigns. This Agreement is solely for the benefit of the Company, Jefferies and, to the extent expressly set forth herein, the Indemnified Persons and no other party shall be a third party beneficiary to, or otherwise acquire or have any rights under or by virtue of, this Agreement; provided that Jefferies may, in the performance of its services hereunder, procure the services of other members of Jefferies Financial Group, which members shall be entitled to the benefits and subject to the terms of this Agreement. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, void or unenforceable in any respect, or against public policy, such determination shall not affect such provision in any other respect nor any other provision hereof. Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement. All references to "\$" or "dollars" herein shall be references to U.S. dollars. Each of the Company and Jefferies are referred to herein as a "Party" and together, the "Parties." "Third party" as used herein shall mean any party other than the Parties. Any reference herein to a statute shall mean the statute in force as at the date of this Agreement (together with all regulations promulgated thereunder), as the same may be amended, re-

Air Pros Solutions Holdings, LLC

Air Pros Solutions, LLC

March 10, 2025

Page 14

enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided. No failure or delay by Jefferies in exercising any right, power or remedy hereunder or pursuant hereto, or any failure to give notice of any breach of or to require compliance with any term of this Agreement, shall operate as a waiver thereof. This Agreement may be executed in facsimile or other electronic counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same document. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. This Agreement has been reviewed by each of the signatories hereto and its counsel. There shall be no construction of any provision against Jefferies because this Agreement was initially drafted by Jefferies and the Parties waive any statute or rule of law to such effect.

17. Patriot Act. Jefferies hereby notifies the Company that pursuant to the requirements of the USA PATRIOT Improvement and Reauthorization Act. Pub. L. N 109-177 (Mar. 9, 2006) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Company in a manner that satisfies the requirements of the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act.

[Remainder of Page Intentionally Left Blank]

Air Pros Solutions Holdings, LLC

Air Pros Solutions, LLC

March 10, 2025

Page 15

Please sign below and return to Jefferies to indicate the Company's acceptance of the terms set forth herein, and once executed by each of Jefferies and the Company, this Agreement shall constitute a binding agreement among the Company and Jefferies as of the date first written above.

Sincerely,

JEFFERIES LLC

DocuSigned by:



E19C3AFCBE12464...

Name: John Saulitis

Title: Managing Director

Accepted and Agreed:

AIR PROS SOLUTIONS HOLDINGS, LLC

On behalf of itself and its subsidiaries and any entity used thereby to facilitate the transactions contemplated hereby

DocuSigned by:



AD9BE7EB94894A6...

Name: Lawrence Hirsh

Title: Sole Manager

AIR PROS SOLUTIONS, LLC

On behalf of itself and its subsidiaries and any entity used thereby to facilitate the transactions contemplated hereby

DocuSigned by:



AD9BE7EB94894A6...

Name: Lawrence Hirsh

Title: Sole Manager

Reference is made to the Agreement between Jefferies and the Company to which this Schedule A is attached. Unless otherwise noted, all capitalized terms used herein shall have the meanings set forth in the Agreement.

As further consideration under the Agreement, the Company agrees to indemnify and hold harmless Jefferies and its affiliates, and each of their respective officers, directors, managers, members, partners, employees and agents, and any other persons controlling Jefferies or any of its affiliates and their successors and permitted assigns (collectively, the “Indemnified Persons”), to the fullest extent lawful, from and against any and all claims, liabilities, losses, actions, suits, proceedings, third party subpoenas, damages, costs and expenses (each, an “Action”) (including, without limitation, full reimbursement of all fees and expenses of counsel incurred in investigating, preparing or defending against any such Action and in enforcing the terms of this Schedule A), as incurred, (a) related to or arising out of or in connection with any untrue or alleged untrue statement of material fact contained in the Materials or other information provided by or on behalf of the Company to Jefferies, investors or parties to a Transaction, or omission or alleged omission to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading or (b) related to or arising out of or in connection with Jefferies’ services (whether occurring before, at or after the date hereof) under the Agreement, or a Transaction or any proposed transaction contemplated by the Agreement or any Indemnified Person’s role in connection therewith, whether or not resulting from an Indemnified Person’s negligence (“Losses”); provided, however, that, in the case of the foregoing clause (b), the Company shall not be responsible for any Excluded Losses. “Excluded Losses” shall mean Losses that arise out of or are based on any action of or failure to act by Jefferies to the extent such Losses are determined by a final, non-appealable judgment by a court to have resulted solely from Jefferies’ gross negligence or willful misconduct (other than an action or failure to act undertaken at the request or with the consent of the Company).

The Company agrees that no Indemnified Person shall have any liability to the Company or its owners, parents, affiliates, securityholders or creditors for any Losses, except for Excluded Losses.

The Company agrees that it will not settle, facilitate any settlement of, compromise or consent to the entry of any judgment in, or otherwise seek to terminate, any pending or threatened Action in respect of which indemnification or contribution may be sought hereunder (whether or not any Indemnified Person is a party to such Action) unless Jefferies has given its prior written consent or the settlement, compromise, consent or termination (i) includes an express unconditional release of such Indemnified Person from all Losses arising out of such Action and (ii) does not include any admission or assumption of fault on the part of any Indemnified Person.

If, for any reason (other than by reason of a final, non-appealable judgment by a court as to the gross negligence or willful misconduct of Jefferies as provided above), the foregoing indemnity is judicially determined to be unavailable to an Indemnified Person for any reason or insufficient to hold any Indemnified Person harmless, then the Company agrees to contribute to any such Losses in such proportion as is appropriate to reflect the relative benefits received or proposed to be received by the Company and its securityholders, on the one hand, and by Jefferies, on the other, from a Transaction or proposed transaction under the Agreement or, if allocation on that basis is not permitted under applicable law, in such proportion as is appropriate to reflect not only the relative benefits received by the Company and its securityholders, on the one hand, and Jefferies, on the other, but also the relative fault of the Company and its securityholders on the one hand, and Jefferies, on the other, as well as any relevant equitable considerations. Notwithstanding the provisions hereof, the aggregate contribution of all Indemnified Persons to all Losses shall not exceed the amount of fees actually received by Jefferies with respect to the services rendered pursuant to the Agreement. Relative benefits to the Company and its securityholders, on the one hand, and to Jefferies, on the other hand, shall be deemed to be in the same proportion as (i) the total transaction value of a Transaction or the proposed transaction under the Agreement bears to (ii) all fees actually received by Jefferies in connection with the Agreement.

The indemnity, contribution and expense reimbursement obligations set forth herein (i) shall be in addition to any liability the Company may have to any Indemnified Person at common law or otherwise, (ii) shall survive the termination of the Agreement, (iii) shall apply to any modification of Jefferies’ engagement, (iv) shall remain operative and in full force and effect regardless of any investigation made by or on behalf of Jefferies or any other Indemnified Person, (v) shall be binding on any successor to or assign of the Company and successors to or assigns to the Company’s business and assets and (vi) shall inure to the benefit of any successor or assign of any Indemnified Person. For a period beginning on the date hereof and ending on that date which is two years from termination of this Agreement, prior to entering into any agreement or arrangement with respect to, or effecting, any proposed sale, exchange, dividend or other distribution or liquidation of all or a significant portion of its assets in one or a series of transactions or any significant recapitalization or reclassification of its outstanding securities that does not directly or indirectly provide for the assumption of the obligations of the Company set forth in this Schedule A, the Company will notify Jefferies in writing thereof (if not previously notified) and, if requested by Jefferies, shall arrange in connection therewith alternative means of providing for the obligations of the Company set forth in this Schedule A, including the assumption of such obligations by another party, insurance, surety bonds or the creation of an escrow, in each case in an amount and upon terms and conditions satisfactory to Jefferies; provided, however,

SCHEDULE A

that if any action, proceeding or investigation is pending at the end of such two-year period for which a claim for indemnification, contribution or reimbursement under this Schedule A has been made, the Company's obligations hereunder shall continue until such action, proceeding or investigation has been ultimately resolved.

Exhibit C

Finger 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 JEFFREY FINGER IN SUPPORT OF
APPLICATION OF THE DEBTORS AND DEBTORS IN POSSESSION
FOR ENTRY OF AN ORDER (I) AUTHORIZING THE RETENTION AND
EMPLOYMENT OF JEFFERIES LLC AS INVESTMENT BANKER TO THE
DEBTORS AND DEBTORS IN POSSESSION PURSUANT TO 11 U.S.C. §§ 327(a)
AND 328(a), EFFECTIVE AS OF THE PETITION DATE; (II) MODIFYING
TIME-KEEPING REQUIREMENTS; AND (III) GRANTING RELATED RELIEF**

I, Jeffrey Finger, hereby declare under penalty of perjury that, to the best of my knowledge, information and belief, and after reasonable inquiry, the following is true and correct:

1. I am a Managing Director and U.S. Co-Head of Debt Advisory & Restructuring at Jefferies LLC (“Jefferies”), an investment banking and financial advisory firm with principal offices located at 520 Madison Avenue, New York, New York 10022, as well as at other locations worldwide.

2. I submit this declaration (this “Declaration”) in support of the application (the “Application”)² of the debtors and debtors in possession in the above-captioned chapter 11 cases (the “Debtors”) for entry of an order authorizing the Debtors to retain and employ Jefferies

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 given to such terms in the Application.

as its investment banker, effective as of the Petition Date, pursuant to the terms and subject to the conditions of the Engagement Letter.

3. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and, if called as a witness, I would testify thereto. Certain of the disclosures herein, however, relate to matters within the personal knowledge of other professionals at and representatives of Jefferies and are based on information provided by such professionals.

JEFFERIES' QUALIFICATIONS

4. I believe that Jefferies and the professionals it employs are qualified to advise the Debtors on the matters for which Jefferies is proposed to be employed in a cost-effective, efficient, and timely manner.

5. Jefferies is a registered broker-dealer with the United States Securities and Exchange Commission and a member of the Boston Stock Exchange, the International Stock Exchange, the Financial Industry Regulatory Authority, the Pacific Stock Exchange, the Philadelphia Stock Exchange, and the Securities Investor Protection Corporation. Jefferies was founded in 1962 and is a wholly-owned subsidiary of Jefferies Financial Group Inc., which, together with its affiliates, has gross assets of approximately \$64 billion and thousands of employees globally with offices around the world.

6. Jefferies provides a broad range of corporate advisory services to its clients including, without limitation, services relating to the following: (i) general financial advice; (ii) mergers, acquisitions, and divestitures; (iii) special committee assignments; (iv) capital raising; and (v) corporate restructurings. Jefferies and its senior professionals have extensive experience in the reorganization and restructuring of troubled companies, both out of court and in Chapter 11 proceedings. Jefferies has advised debtors, creditor and equity constituencies, and purchasers in numerous reorganizations in the United States and worldwide. Since 2007, Jefferies

has been involved in over 250 restructurings representing over \$550 billion in restructured liabilities.

7. Jefferies has been continuously engaged by one or more of the Debtors since July 2023, initially, to explore potential mergers and acquisition opportunities and, thereafter, to explore other strategic alternatives involving the Debtors. As a result, Jefferies is familiar with the Debtors' corporate and capital structure, management, business operations, and potential investor universe. Thus, the Debtors believe that Jefferies is both well qualified and uniquely able to advise the Debtors in these Chapter 11 Cases.

8. Jefferies has extensive experience in reorganization cases and has an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors, creditors, and creditors' committees throughout the United States. Jefferies is providing or has provided investment banking, financial advisory, and other services in connection with the following chapter 11 cases, among others: *In re Steward Health Care System LLC*, Case No. 24-90213 (CML) (Bankr. S.D.T.X. July 12, 2024); *In re WOM, S.A.*, Case No. 24-10628 (KBO) (Bankr. D. Del. June 20, 2024); *In re Number Holdings, Inc.*, Case No. 24-10719 (JKS) (Bankr. D. Del. Apr. 7, 2024); *In re Ebix*, Case No. 24-80004 (SWE) (Bankr. N.D. Tex. Feb. 6, 2024); *In re GOL Linhas Aéreas Inteligentes S.A.*, Case No. 24-10118 (MG) (Bankr. S.D.N.Y. Jan. 25, 2024); *In re Barretts Minerals Inc.*, Case No. 23-90794 (MI) (Bankr. S.D. Tex. Nov. 21, 2023); *In re Unconditional Love Inc.*, Case No. 23-11759 (MFW) (Bankr. D. Del. Oct. 23, 2023); *In re AppHarvest Products, LLC*, Case No. 23-90745 (DRJ) (Bankr. S.D. Tex. Sept. 12, 2023); *In re Qualtek Services, Inc.*, Case No. 23-90584 (CML) (Bankr. S.D. Tex. Aug. 4, 2023); *In re Benefytt Technologies, Inc.*, Case No. 23-90566 (CML) (Bankr. S.D. Tex. July 24, 2023); *In re Pipeline Health System, LLC*, Case No. 22-90291 (MI) (Bankr. S.D. Tex. Oct. 2, 2022); *In re Mining*

Project Wind Down Holdings, Inc. (f/k/a Compute North Holdings, Inc.), Case No. 22-90273 (MI) (Bankr. S.D. Tex. Sep. 22, 2022).

JEFFERIES' DISINTERESTEDNESS

9. In connection with its retention and employment by the Debtors, Jefferies undertook to determine whether Jefferies (a) has any connection with the Debtors, their affiliates, its creditors, or any other parties in interest in these Chapter 11 Cases or (b) has an interest adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders.

10. To check potential connections with the Debtors and other parties in interest in these Chapter 11 Cases, Jefferies has searched to determine whether it had any relationships with the entities identified by the Debtors and their representatives as potential parties in interest listed on **Schedule 1** hereto (the "**Potential Parties in Interest**"). Specifically, Jefferies entered the names of the Potential Parties in Interest into a database containing the names of Jefferies' current and former corporate investment banking clients and current and former municipal finance clients.³ To the extent that this inquiry has revealed that certain Potential Parties in Interest were current or former corporate investment banking or municipal finance clients of Jefferies within the past three years, these parties have been identified on a list annexed hereto as **Schedule 2** (the "**Client Match List**"). Through the information generated from the aforementioned inquiry and through follow-up inquiries to Jefferies professionals responsible for certain clients listed on the Client Match List, Jefferies has determined that, except as otherwise stated herein or the Client Match List, its representation of the clients on the Client Match List concerned matters unrelated to the Debtors.

³ Schedule 2 may, but does not necessarily, include the names of Potential Parties in Interest that may share an affiliation with an investment banking client or a municipality, county or state (including, in each case, agencies, divisions or subsets thereof) listed as a Potential Party in Interest. In certain instances, Jefferies has been engaged by certain divisions of the municipalities rather than the municipalities themselves; out of an abundance of caution, to the extent known, references to those municipalities are included on Schedule 2.

As to the Potential Parties in Interest not identified on the Client Match List, Jefferies has not been employed by or rendered advisory services or municipal finance services to any such parties within the past three years.

11. Jefferies has provided services in the past three years, and currently provides services to, certain entities (or parties related thereto) that have submitted to the Debtors or their advisors indications of interest or bids, or otherwise participated in the Debtors' prepetition marketing and sale processes. Because of the confidential nature of such participation, the applicable entities are not identified on Schedule 2. Jefferies does not, however, provide services to any such entities in any matters related to the Debtors. Upon request of the Court or the U.S. Trustee, Jefferies will provide to such parties the names of such entities in the same manner and form as the identifications and disclosures contained on Schedule 2, on a confidential basis.

12. As part of its diverse global activities, Jefferies is involved in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in these Chapter 11 Cases. Further, Jefferies has in the past, and may in the future, advise and/or be represented by several attorneys, law firms and other professionals, some of whom may be involved in these Chapter 11 Cases. Finally, Jefferies has in the past, and will likely in the future, be working with or against other professionals involved in these Chapter 11 Cases in matters wholly unrelated to these Chapter 11 Cases. Based upon my current knowledge of the professionals involved in these Chapter 11 Cases, and to the best of my knowledge, none of these business relationships constitute interests adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders in matters upon which Jefferies is to be employed, and none are in connection with these Chapter 11 Cases.

13. Jefferies is a global investment banking firm with broad activities covering, in addition to its investment banking and financial advisory practice, trading in equities, convertible securities, and corporate bonds. With more than 80,000 customer accounts and thousands of relationships and transactions around the world, it is possible that one or more of Jefferies' clients or a counterparty to a securities transaction may hold a claim or interest or otherwise be Potential Parties in Interest in these Chapter 11 Cases and that Jefferies and/or its affiliates may have other business relationships and/or connections with such Potential Parties in Interest. Certain Potential Parties in Interest may also serve on official or ad hoc committees which have retained Jefferies in other cases. Further, as a major market maker in equity securities as well as a major trader of corporate bonds and convertible securities, including those of creditors or parties in interest in these Chapter 11 Cases, Jefferies regularly enters into securities transactions with other registered broker dealers as a part of its daily activities. Jefferies is also engaged from time to time by various municipalities and other governmental entities on financing and related matters. Some of these counterparties may be creditors, equity holders, or other parties in interest in these Chapter 11 Cases. Jefferies believes that none of these business relationships constitute interests adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders in matters upon which Jefferies is to be employed, and none are in connection with these Chapter 11 Cases.

14. In addition, as of the date hereof, Jefferies and its affiliates have thousands of employees worldwide. It is possible that certain of Jefferies' and its affiliates' respective directors, officers and employees may have had in the past, may currently have, or may in the future have connections to (i) the Debtors, (ii) the Potential Parties in Interest and/or (iii) funds or other investment vehicles that may own debt or securities of the Debtors or other Potential Parties in Interest. Furthermore, in addition to the parties listed on Schedule 2, Jefferies may also represent,

or may have represented, affiliates, equity holders and/or sponsors of the Potential Parties in Interest. Certain of the Potential Parties in Interest may also be vendors or insurers of Jefferies and/or have other non-investment banking relationships with Jefferies. Jefferies may also represent, or may have represented in the past, committees or groups of lenders or creditors in connection with certain restructuring or refinancing engagements, which committees or groups include, or included, entities that appear on the Potential Parties in Interest list. Jefferies believes that none of these business relationships constitute interests adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders in matters upon which Jefferies is to be employed, and none are in connection with these Chapter 11 Cases.

15. Certain affiliates of Jefferies serve as managers for a number of investment vehicles (collectively, the "Managed Funds"). The Managed Funds are principally intended for investments by third parties unrelated to Jefferies. However, such investors may also include financial institutions (some of which may be parties in interest in these Chapter 11 Cases), affiliates of Jefferies, or their respective officers and employees (some of whom may be Jefferies' employees providing services in connection with these Chapter 11 Cases). Jefferies' employees working in connection with these Chapter 11 Cases have no control over or involvement in investment decisions made for the Managed Funds. With respect to the Managed Funds, Jefferies makes the following additional disclosures:

- (a) Among other things, the Managed Funds are (i) active direct investors in a number of portfolio companies (the "Equity Investments") and (ii) investors in a variety of debt instruments and mezzanine loans or similar securities (the "Income Investments") and, together with the Equity Investments, the "Portfolio Holdings"; and
- (b) The fund managers of the Managed Funds maintain control over investment decisions with respect to the Portfolio Holdings. Many financial institutions and parties in interest who may be involved in these Chapter 11 Cases may also be investors in the Managed Funds. Moreover, the Managed Funds may invest from time to time in Portfolio Holdings relating to the Debtors or parties in interest in

these Chapter 11 Cases. In order to comply with securities laws and to avoid any appearance of impropriety, the employees of the Managed Funds are strictly separated from the employees of Jefferies. Jefferies maintains a strict separation between its employees assigned to these Chapter 11 Cases and employees involved in the management of Jefferies' investment banking division, on the one hand, and other employees of Jefferies (*e.g.*, sales and trading employees) and its affiliates (including the employees of the Managed Funds), on the other hand. This separation is maintained through the use of information walls. These information walls include physical and technological barriers, compliance, and surveillance mechanisms and policies and procedures designed to prevent confidential information from being shared improperly. Consequently, as no confidential information concerning the Debtors is permitted to be communicated to any persons working for the Managed Funds, Jefferies does not believe that the relationships outlined above constitute interests adverse to the estates or render Jefferies not disinterested in these Chapter 11 Cases.

16. In addition, as part of its regular business operations, Jefferies may trade securities and other instruments of the Debtors on behalf of third parties (some of whom may be parties in interest in these Chapter 11 Cases). Jefferies may also trade securities and other instruments of the Potential Parties in Interest on behalf of itself and/or its affiliates or third parties. Any and all such trading operations and market making activities are separated from Jefferies' investment banking department, and its managing directors and employees (including the investment banking professionals working on these Chapter 11 Cases), by an information barrier, and no Jefferies professionals providing services to the Debtors will be involved with such trading operations and market making activities in any capacity.⁴ Jefferies will not own or hold any debt or equity securities of the Debtors for its own account as long as Jefferies is employed by the Debtors.

17. The Debtors have numerous creditors and relationships with a large number of individuals and entities that may be parties in interest in these Chapter 11 Cases. Consequently, although reasonable effort has been made to discover Jefferies' connections with the Potential

⁴ These information barriers include physical and technological barriers, compliance and surveillance mechanisms and policies and procedures designed to prevent confidential information from being shared improperly.

Parties in Interest, Jefferies is unable to state with certainty whether any of its clients or an affiliated entity of a client holds a claim or otherwise is a party in interest in these Chapter 11 Cases. If Jefferies discovers any information that is contrary or pertinent to the statements made herein, Jefferies will promptly disclose such information to the Court. Additionally, as noted above, Jefferies is part of a global investment banking firm and thus has several legally separate and distinct foreign and domestic affiliates. Although employees of certain affiliates may sometimes assist Jefferies in connection with a restructuring engagement, as Jefferies is the only entity being retained in these Chapter 11 Cases, we have researched only the electronic client files and records of Jefferies, not of all of its affiliates, to determine connections with any Potential Parties in Interest.

18. Jefferies does not advise, has not advised and will not advise any entity other than the Debtors in matters related to these Chapter 11 Cases. Jefferies will, however, continue to provide professional services to entities or persons that may be creditors of the Debtors or parties in interest in these Chapter 11 Cases, provided that such services do not relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors.

19. In addition, the firm assisting Jefferies in its capacity as proposed investment banker to the Debtors (which firm is not being retained in these Chapter 11 Cases) also represents a stalking horse bidder for certain of the Debtors' assets. Such counsel has confirmed that the team assisting Jefferies, in its capacity as proposed investment banker, is separated by an ethical wall from the team assisting the stalking horse bidder. Such counsel has also confirmed that neither team has access to the other team's electronic files nor are the team members permitted to discuss the engagement. Jefferies believes the foregoing does not impact its disinterestedness.

20. Except as otherwise set forth herein, to the best of my knowledge, information, and belief, Jefferies (i) is not a creditor, equity security holder or an insider of the Debtors and (ii) was not, within two years before the Petition Date, a director, officer, or employee of the Debtors. In addition, none of the Jefferies professionals expected to assist the Debtors in these Chapter 11 Cases are related or connected to any United States Bankruptcy Judge for the Northern District of Georgia, the U.S. Trustee or any person employed in the office of the U.S. Trustee.

21. If any new material relevant facts or relationships are discovered during the pendency of these Chapter 11 Cases, Jefferies will promptly file a supplemental declaration disclosing such new material facts or relationships.

PROFESSIONAL COMPENSATION

22. During the 90-day period prior to the commencement of these Chapter 11 Cases, Jefferies received: (i) \$48,592.78 on account of expense reimbursements; and (ii) expense retainers in the amount of \$45,000.00, which it has or will apply against any unpaid expenses incurred by Jefferies prior to the Petition Date. Jefferies will include in its first interim fee application information regarding any such application. Subject to such application, Jefferies has agreed to waive any amounts outstanding as of the Petition Date.

23. The Fee and Expense Structure and the indemnification obligations set forth in the Application and the Engagement Letter are consistent with Jefferies' typical fee for work of this nature. The fees are set at a level designed to compensate Jefferies fairly for the work of its professionals and assistants and to cover fixed and routine overhead expenses. It is Jefferies' policy to charge its clients for all disbursements and expenses incurred in the rendition of services.

24. It is not the general practice of investment banking firms to keep detailed time records similar to those customarily kept by attorneys. Accordingly, Jefferies requests a waiver of the requirement to keep and file time records in accordance with Bankruptcy Rule 2016(a),

Complex Case Procedures J(2)(b) and any other applicable guideline, rule or procedures as such request is reflected in the Proposed Order.

25. The Fee and Expense Structure is comparable to those generally charged by investment banking firms of similar stature to Jefferies and for comparable engagements, both in and out of court, and reflects a balance between a fixed monthly fee and contingency amounts which are tied to the consummation and closing of a transaction as contemplated by the Engagement Letter.

26. Other than as set forth above and in the Engagement Letter, there is no proposed arrangement between the Debtors and Jefferies for compensation to be paid in these Chapter 11 Cases. Jefferies has no agreement with any other person or entity to share any compensation received, nor will any such agreement be made, except as permitted under section 504(b)(1) of the Bankruptcy Code.

INDEMNIFICATION OF JEFFERIES

27. As part of the overall compensation payable to Jefferies under the terms of the Engagement Letter, the Engagement Letter provides for certain indemnification obligations to Jefferies and its affiliates, and each of their respective officers, directors, managers, members, partners, employees, and agents, and any other controlling persons, and their successors and permitted assigns, to the fullest extent lawful, from and against any claims, liabilities, losses, actions, suits, proceedings, third party subpoenas, damages, costs, and expenses, as incurred, related to or arising out of or in connection with Jefferies' services under the Engagement Letter. Such terms of indemnification, as modified by the Proposed Order, reflect the qualifications and limits on such terms that are customary for investment bankers such as Jefferies in chapter 11 cases and are generally consistent in all material respects with the indemnification provision contained

in Jefferies' standard engagement letter for both in and out of court restructuring advisory and support services.

28. I believe that the indemnification, contribution, reimbursement, and other related provisions contained in the Engagement Letter (the "Indemnification Provisions"), and as would be modified in the Proposed Order, are customary and reasonable for investment banking engagements, both in and out of court, and reflect the qualifications and limitations on indemnification provisions that are customary in this district and other jurisdictions.

29. The Debtors and Jefferies negotiated the terms of the Engagement Letter and Indemnification Provisions at arm's-length and in good faith. I believe that the provisions contained in the Engagement Letter, as would be modified by the Proposed Order, are reasonable terms and conditions of Jefferies' employment by the Debtors. I believe that the Indemnification Provisions of the Engagement Letter, as would be modified by the Proposed Order, viewed in conjunction with the other terms of Jefferies' proposed retention, are reasonable and in the best interest of the Debtors, their estates, and creditors. Accordingly, it is my opinion that this Court should approve the Indemnification Provisions, as would be modified by the Order.

30. The foregoing constitutes the statement of Jefferies pursuant to section 504 of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 5002.

In accordance with 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: March 31, 2025

/s/ Jeffrey Finger

Jeffrey Finger
Managing Director
JEFFERIES LLC

Schedule 1

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, Jumecea
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
Stahle, 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

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
Comm Development Ctr	Eastern Industrial Supplies, Inc.

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	Includ, LLC
FTL	Indeed
Gallagher Cyber	Industrial Ser & Sup
Garland Bldg Insp	Inspected.Com
Geary Pacific Supply	Integrated Power Services (IPS)
Gemair Group	International Franch Parlin NJ
Generac Power System	International Franchise Professional Group,
Generation Sewer and Water, LLC	Inc.
Geninterlock	Interplay
Gensouth Moto	Interstate Battery

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

Schedule 2

Client Match List¹

¹ If a name is listed in multiple categories on Schedule 1 and a disclosure is made on Schedule 2, such name is referenced only once on the attached Schedule 2.

Debtors/Debtor Affiliates

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
Hansen Air Pros, LLC
Mauzy Air Pros, LLC

Insurance Providers/Broker

APA Insurance
Trustmark Insurance Co.

Local, State and Federal Taxing Authorities

Colorado Department of Local Affairs
Division of Property Taxation
Colorado Department of Revenue
Washington Department of Revenue

Other Local, State or Federal Authorities

City of Tampa Permit Office
Colorado Attorney General
Harris County Vehicle Registration
Marion County Administration
Texas Department of Licensing and
Regulations

Other Creditors/Vendors

Addison Group
Datasite

Parties to Contracts

8X8
AT&T
Chevron and Texaco
Corporation Service Co.
Cummins
DirecTV
ExxonMobil Fleet Affinity Business Account
Integrated Power Services (IPS)
Kymera
SCS Fort Worth
Vetcor

Parties to Leases

Atlanta Industrial TT, LLC c/o Investcorp
International Realty, Inc.

Third Party Finance Providers

Spectrum Finance

Utilities

Duke Energy
Entergy
Florida Power & Light
New Horizons
Orlando Utilities
Republic Services
Waste Management

**Current M&A Process –Stalking Horse
Bidders¹ or Previously Submitted
Submitted IOIs**

Any Hour Group
Knox Lane
[Redacted]

2023 M&A Process²

[Redacted]

¹ See paragraph 11 of the Finger Declaration.

² Id.