

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

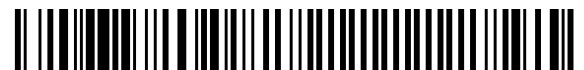
In re:	Chapter 11
AFH AIR PROS, LLC, <i>et al.</i> , <sup>1</sup>	Case No. 25-10356 (PMB)
Debtors.	(Jointly Administered)
	<b>Related to Docket Nos. 34 and 55</b>

**NOTICE OF FILING AMENDMENT TO AIR PROS LEGACY  
STALKING HORSE PURCHASE AGREEMENT**

**PLEASE TAKE NOTICE** that, on March 18, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Motion of the Debtors for Entry of Orders (I)(A) Establishing Bidding Procedures Relating to the Sale of the Debtors’ Assets, (B) Approving the Debtors’ Entry into the Stalking Horse Purchase Agreements and Related Bid Protections, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Approving Form and Manner of Notices Relating Thereto, (E) Scheduling a Hearing to Consider the Proposed Sale, and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 34] (as amended by Docket No. 55, the “Motion”). Attached as Exhibit 2-F to the proposed order filed with the Motion is the Air Pros Legacy Stalking Horse Purchase Agreement by and among Air Pros Solutions, LLC, Air Pros, LLC, Air Pros West, LLC, Air Pros Boca LLC, and Air Today Holdings L.L.C. (the “Air Pros Legacy Stalking Horse Purchase Agreement”).

**PLEASE TAKE FURTHER NOTICE** that attached hereto as Exhibit A is the First Amendment to Asset Purchase Agreement dated as of April 11, 2025, which amends the Air Pros Legacy Stalking Horse Purchase Agreement pursuant to the terms thereof.

<sup>1</sup> 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.



Dated: April 11, 2025

Respectfully submitted,

**GREENBERG TRAUIG, LLP**

*/s/ David B. Kurzweil*

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

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

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*Proposed Counsel for the Debtors and  
Debtors in Possession*

**CERTIFICATE OF SERVICE**

I hereby certify that on April 11, 2025, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Georgia.

By: /s/ David B. Kurzweil  
David B. Kurzweil

**Exhibit A**

(First Amendment to Asset Purchase Agreement)

**FIRST AMENDMENT  
TO  
ASSET PURCHASE AGREEMENT**

This First Amendment to Asset Purchase Agreement (this “Amendment”) is made and entered into as of April 11, 2025 by and among (a) Air Pros Solutions, LLC, a Delaware limited liability company (“Solutions”), (b) each of (i) Air Pros, LLC, a Florida limited liability company (“AP Sub”), (ii) Air Pros West LLC, a Florida limited liability company (“APW Sub”), and (iii) Air Pros Boca LLC, a Delaware limited liability company (“APB Sub”), and collectively with AP Sub and APW Sub, the “Sellers”, and each a “Seller”, and (c) Air Today Holdings LLC, a Delaware limited liability company (the “Buyer”). Solutions, the Sellers and the Buyer are sometimes referred to collectively herein as the “Parties.”

WHEREAS, the Parties entered into that certain Asset Purchase Agreement, dated as of March 6, 2025 (the “Purchase Agreement”);

WHEREAS, Section 9.3 of the Purchase Agreement provides that no amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party; and

WHEREAS, each of the Parties desire to amend the Purchase Agreement on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Purchase Agreement.

2. Agreements and Amendments to the Purchase Agreement and Disclosure Schedule.

(a) Clause (e) in Exhibit A to the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(e) (i) all of the Contracts set forth on Section 2.6(c) of the Disclosure Schedule; and

(ii) subject to the terms, conditions and notice requirements set forth in Section 2.6(c) of the Disclosure Schedule, all claims and counterclaims of AP Sub against 2801 Evans Street, LLC solely with respect to the validity of the lease extension for the facility located at 2801 Evans Street, Hollywood, Florida;”

(b) Item #1 in Section 2.6(c)(i) of the Disclosure Schedule is hereby deleted in its entirety and replaced with the following:

“1. Lease Agreement, dated December 26, 2019, by and between 2801 Evans Street, LLC and Air Pros, LLC for the premises located at 2801 Evans Street, Hollywood, FL 33020 (as amended, supplemented and/or modified from time to time, the “Evans Street Lease”) with all existing defects and issues, provided that, notwithstanding anything to the contrary contained in the Agreement, including Section 2.6, each of the Sellers and the Buyer acknowledge and agree that (A) such Evans Street Lease shall constitute an Assumed Contract only to the extent of AP Sub’s valid right, title and interest, if any, to the Evans Street Lease, (B) no Seller is making any representation or warranty whatsoever, express or implied, with respect to the Evans Street Lease, including whether such Lease is legal, valid, binding, enforceable and in full force and effect and (C) the Buyer shall have the right to acquire all claims and counterclaims of AP Sub against 2801 Evans Street, LLC solely with respect to the validity of the lease extension for the facility located at 2801 Evans Street, Hollywood, Florida by providing notice in writing to the Sellers, no later than seven (7) days prior to the earlier of (i) a scheduled Auction or, (ii) in the event no Auction is held, prior to the hearing scheduled to consider entry of the Sale Order.”

(c) Item #2 in Section 3.3(a) of the Disclosure Schedule is hereby deleted in its entirety and replaced with the following: “The Evans Street Lease, with all existing defects and issues, to the extent such Lease is legal, valid, enforceable and in full force and effect.”

(d) The following is hereby added to Section 3.7 of the Disclosure Schedule: “9. *Air Pros, LLC v. 2801 Evans Street, LLC* (Case No. CACE24014314 (Broward County, FL)).”

(e) Item #1 in Section 3.11 of the Disclosure Schedule is hereby deleted in its entirety and replaced with the following: “1. Air Pros, LLC is involved in litigation with 2801 Evans Street, LLC, which is the landlord of a facility located at 2801 Evans Street, Hollywood, Florida, regarding the validity of the Evans Street Lease. Notwithstanding anything to the contrary contained in the Agreement, including Section 3.11, no Seller is making any representation or warranty whatsoever, express or implied, with respect to the Evans Street Lease, including whether such Lease is legal, valid, binding, enforceable and in full force and effect.”

(f) The following is hereby added to Section 3.14 of the Disclosure Schedule: “Air Pros, LLC is involved in litigation with 2801 Evans Street, LLC, which is the landlord of a facility located at 2801 Evans Street, Hollywood, Florida, regarding the validity of the Evans Street Lease. Air Pros, LLC may be delinquent on various payments, including rent to such landlord.”

3. Effectiveness; Continuing Effect; Miscellaneous. This Amendment shall take effect as of the date of execution of this Amendment. Except as amended by this Amendment, the Purchase Agreement shall be and remain unmodified and in full force and effect in accordance with its terms, and each and every one of its provisions, as amended by this Amendment, are hereby adopted, ratified, and affirmed, and further it is understood and agreed that this Amendment does not limit or alter any rights or remedies of the Parties under any document, agreement or instrument other than the Purchase Agreement, except to the extent that the provisions hereof

expressly address the matters set forth therein. Upon execution of this Amendment, this Amendment and the Purchase Agreement shall constitute one agreement. Any references to the “Agreement” in the Purchase Agreement or to the words hereof, hereunder or words of similar affect in the Purchase Agreement shall mean the Purchase Agreement as amended by this Amendment, although this change shall not alter the dates as of which any provision of the Agreement speaks, except as expressly provided herein. For example, phrases such as “the date hereof” and “the date of this Agreement” shall continue to refer to March 6, 2025, the date that the Purchase Agreement was executed, except as expressly provided herein. The provisions of Article IX of the Purchase Agreement shall apply to this Amendment *mutatis mutandis*.

[*Signature Pages to Follow*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**SOLUTIONS:**

**Air Pros Solutions, LLC**

By: \_\_\_\_\_  
Name: Andrew Hede  
Title: Chief Restructuring Officer

**SELLERS:**

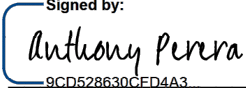
**Air Pros, LLC  
Air Pros West LLC  
Air Pros Boca LLC**

By: \_\_\_\_\_  
Name: Andrew Hede  
Title: Chief Restructuring Officer



**BUYER:**

**Air Today Holdings LLC**

By:  Signed by:  
9CD528630CED4A3  
Name: Anthony Perera  
Title: Authorized Signatory