

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)

Related to Docket No. 391

**NOTICE OF FILING FIRST AMENDMENT TO THE
ECM STALKING HORSE PURCHASE AGREEMENT**

PLEASE TAKE NOTICE that, on May 19, 2025, the U.S. Bankruptcy Court for the Northern District of Georgia (the “Bankruptcy Court”) entered the *Order (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, as to East Coast Mechanical, LLC* [D.I. 391] (the “Sale Order”)², pursuant to which the Bankruptcy Court approved the Sale of the East Coast Mechanical business pursuant to the terms of the Sale Order and the Stalking Horse Purchase Agreement annexed to the Sale Order as Exhibit 1.

PLEASE TAKE FURTHER NOTICE that, pursuant to Paragraph 40 of the Sale Order, the Debtors and Buyer may amend the Stalking Horse Purchase Agreement without further order of the Bankruptcy Court; provided, however, that any amendment that is either material or materially changes the economic substance of the transactions is required to be filed with the Bankruptcy Court and served on certain parties in interest, and that the parties-in-interest shall have five (5) days to object to any such amendment; provided, further, that absent any objection, the amendment will be binding on the parties thereto and, if an objection is timely filed, then any such objection shall be heard by the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that, attached hereto as Exhibit A is a copy of that certain First Amendment to Asset Purchase Agreement, dated May 22, 2025, between East Coast Mechanical, LLC, as seller, East Coast Mechanical Home Services, LLC, as buyer, and Air Pros Solutions, LLC (the “Amendment”).

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

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Sale Order.



PLEASE TAKE NOTICE that, pursuant to the Sale Order, any party in interest shall have until May 28, 2025 to object to the Amendment, and that absent any such objection, the Amendment shall be binding on the parties thereto.

PLEASE TAKE NOTICE that, nothing in this Notice shall be construed as an admission by the Debtors or the Buyer that the Amendment is either material or that it materially changes the economic substance of the transactions such that the parties' entry into the Amendment is not already authorized by the Sale Order.

Dated: May 23, 2025

Respectfully submitted,

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil

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

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

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Counsel for the Debtors and Debtors in Possession

CERTIFICATE OF SERVICE

I hereby certify that on May 23, 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 (this “Amendment”) to Asset Purchase Agreement is made and entered into as of May 22, 2025, by and among by and among (a) Air Pros Solutions, LLC, a Delaware limited liability company (“Solutions”), (b) East Coast Mechanical, LLC, a Florida limited liability company (the “Seller” and, together with Solutions, the “Seller Parties” and each individually, a “Seller Party”), and (c) East Coast Mechanical Home Services LLC, a Delaware limited liability company (the “Buyer”).

RECITALS

Solutions, the Seller and the Buyer previously entered into that certain Asset Purchase Agreement, dated as of March 15, 2025 (the “Purchase Agreement”). Each of Solutions, the Seller and the Buyer desire to amend the Purchase Agreement on the terms and conditions set forth in this Amendment.

TERMS OF AGREEMENT

In consideration of the above recitals and the mutual promises herein contained, the parties hereby agree as follows:

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

2. The following shall be added as a new Section 5.14(d) of the Purchase Agreement:

“Buyer acknowledges and agrees that, in the event Seller enters into a lease agreement for the New Facility (the “New Facility Lease”) in accordance with the provisions of Section 5.14 prior to the Closing, the New Facility Lease shall be deemed to be an Assumed Contract and included on the Contract and Cure Schedule in accordance with Section 2.8(c), and Buyer shall not have the right to remove the New Facility Lease from the Contract and Cure Schedule at any time (including at any time prior to the Opt Out Deadline).”

3. Section 2.5(a)(i) of the Purchase Agreement shall be amended and restated in its entirety as follows:

“an amount equal to (A) \$38,000,000, minus (B) the Closing Assumed Indebtedness Amount, minus (C) the Retention Fund Amount, plus (D) the New Facility Deposit Amount; and”

4. Article I of the Purchase Agreement shall be amended by adding the following definitions (to be inserted in alphabetical order):

““New Facility Deposit Amount” shall mean an amount equal to \$153,424.80, which amount constitutes the security deposit made by the Seller in connection with the New Facility Lease.”

““New Facility Lease” has the meaning set forth in Section 5.14(d).”

5. The definition of “End Date” set forth in Article I of the Purchase Agreement shall be amended and restated in its entirety as follows:

““End Date” means the close of business on the date that is sixty (60) days following the entry of the Sale Order; provided, however, that if on or prior to the date that would otherwise be the End Date, all conditions to Closing set forth in Article VII have been satisfied or waived (other than conditions with respect to actions that either or both the Seller and the Buyer will take at the Closing itself) other than the condition set forth in Section 7.3(c), the Buyer may deliver written notice to the Seller to exercise a one-time extension of the End Date for a period of up to forty-five (45) days, in which event the End Date will be extended by forty-five (45) days; provided, further, that in no event with the End Date be later than the date that is one hundred forty-five (145) days following the date hereof.”

6. The definition of “Retention Fund Amount” set forth in Article I of the Purchase Agreement shall be amended and restated in its entirety as follows:

““Retention Fund Amount” means (a) \$500,000 *less* (b) any Pre-Closing Retention Payments *less* (c) any reasonable costs and expenses incurred by the Seller Parties at the direction of the Buyer pursuant to Section 5.13 (to the extent such costs and expenses have not been reimbursed by the Buyer prior to the Closing); provided, that in no event will the Retention Fund Amount be less than zero.”

7. The definition of “New Facility” set forth in Article I of the Purchase Agreement shall be amended and restated in its entirety as follows:

““New Facility” means that certain premises located at 1727 Old Okeechobee Rd., West Palm Beach, Florida 33409, or any other location agreed upon by the Buyer and the Seller.”

8. For the avoidance of doubt, any security deposit (or portion thereof) that is returned to the Seller with respect to the Existing Facility shall be treated as Cash and an Excluded Asset under the Purchase Agreement.

9. This Amendment shall take effect as of the date hereof. 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. Upon the effectiveness of this Amendment, each reference in the Agreement to “this Agreement”, “hereunder”, “hereof”, “herein” or words of like import, and each reference in any other document to the Agreement, shall mean and be a reference to the Agreement as amended hereby.

10. This Amendment shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of laws provisions or rules (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the Parties shall be determined in accordance with such Laws. The Parties agree that any Litigation one Party commences against any other Party pursuant to this Amendment shall be brought exclusively in the Bankruptcy Court; provided that if the Bankruptcy Court is unwilling or unable to hear any such Litigation, then the courts of the State of Delaware, sitting in New Castle County, and the federal courts of the United States of America sitting in the State of Delaware shall have exclusive jurisdiction over such Litigation

11. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Amendment or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

[signatures appear on following page]

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

SOLUTIONS:

Air Pros Solutions, LLC

Signed by:

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

SELLER:

East Coast Mechanical, LLC

Signed by:

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

BUYER:

East Coast Mechanical Home Services LLC

By: _____
Name: Tyrone Johnson
Title: President

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

SOLUTIONS:

Air Pros Solutions, LLC

By: _____
Name: Andrew Hede
Title: Chief Restructuring Officer

SELLER:

East Coast Mechanical, LLC

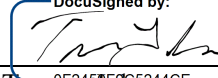
By: _____
Name: Andrew Hede
Title: Chief Restructuring Officer

BUYER:

East Coast Mechanical Home Services LLC

By: _____
Name: Tyrone Johnson
Title: President

DocuSigned by:



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