	United States Bankruptcy Court for the Northern District of	Georgia, Newnan Division
Indicate D	ebtor against which you assert a claim by checking the appropriate box	below. (Check only one Debtor per claim form.)
M AFH Air Pros, LLC (Case N Air Pros Atlanta LLC (Case Air Pros Blue Star, LLC (Ca Air Pros Boca LLC (Case N Air Pros Colorado LLC (Case N Air Pros Dallas L.L.C. (Case N Air Pros One Source LLC (Case N	No. 25-10357) □ Air Pros Solutions, LLC (Case No. 25-10364) Isse No. 25-10358) □ Air Pros Texas LLC (Case No. 25-10365) Iso 25-10359) □ Air Pros Washington, LLP (Case No. 25-10367) Isse No. 25-10360) □ Air Pros West LLC (Case No. 25-10367) Isse No. 25-10361) □ Air Pros, LLC (Case No. 25-10368)	4) □ Doug's Service Air Pros, LLC (Case No. 25-10371) □ Dream Team Air Pros, LLC (Case No. 25-10372)
ursuant to the Bar Date Orded on Exhibit A to the attach	er and Final DIP Order, this Master Proof of Claim is also deem	ned filed against Air Pros Solutions, LLC and each Debtor Guar
Modified Official I		
Proof of Claim	 1	12/24
1 U.S.C. § 503(b)(9), this for ilers must leave out or reda ocuments that support the cla	e filling out this form. This form is for making a claim for parm should not be used to make a claim for an administrative act information that is entitled to privacy on this form or on any aim, such as promissory notes, purchase orders, invoices, item ements. Do not send original documents; they may be destro	e expense arising after the commencement of the case. attached documents. Attach redacted copies or any ized statements of running accounts, contracts, judgments,
•	at claim could be fined up to \$500,000, imprisoned for up to 5 ye	ears, or both, 18 U.S.C. §§ 152, 157, and 3571.
ill in all the information abo	ut the claim as of the date the case was filed.	✓ Date Stamped Copy Returned
Part 1: Identify the Clair	m	☐ No self addressed stamped envelope☐ No copy to return
Has this claim been acquired from someone else?	Other names the creditor used with the debtor No Pres. From whom?	
Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Seward & Kissel LLP, Attn: John R. Ashmead	Where should payments to the creditor be sent? (if different) Alter Domus (US) LLC, Attn: Rick Ledenbach
	Name	Name
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	One Battery Park Plaza Number Street New York, NY 10004 City State ZIP Code	225 West Washington St., 9th Floor Number Street Chicago, Illinois 60606 City State ZIP Code
RECEIVED JUN 2 3 2025	United States Country Contact phone (212) 574-1200	United States Country Contact phone (312) 564-5057
RITA GLOBAL	Contact email ashmead@sewkis.com Uniform claim identifier (if you use one):	Contact email Rick.Ledenbach@alterdomus.com
Does this claim amend one already filed?	No Yes. Claim number on court claims registry (if known)	Filed on
5. Do you know if anyone else has filed	☑ No	

Part 2: Give Information About the Claim as of the Date the Case Was Filed				
	ou have any number use to identify the	☑ No		
	ebtor?	Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:		
7. Ho	ow much is the claim?	\$\text{ at least \$249,471,528.02} \text{Does this amount include interest or other charges?} \text{No} \text{Yes. Attach statement itemizing interest, fees, expenses, or other}		
		charges required by Bankruptcy Rule 3001(c)(2)(A).		
	hat is the basis of the aim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. Credit Agreement dated as of October 31, 2022		
	all or part of the claim ecured?	 No ✓ Yes. The claim is secured by a lien on property. Nature of property: Real estate: If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim. Motor vehicle ✓ Other. Describe: See attached addendum Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$		
		Amount of the claim that is secured: \$		
		Amount of the claim that is unsecured: \$(The sum of the secured and unsecured amount should match the amount in line 7.)		
	RECEIVED	Amount necessary to cure any default as of the date of the petition: \$		
V	JUN 23 2025 ERITAGLOE	Annual Interest Rate (when case was filed)% Fixed Variable		
	this claim based on a ase?	✓ No Yes. Amount necessary to cure any default as of the date of the petition. \$		
	this claim subject to a ght of setoff?	✓ No ✓ Yes. Identify the property:		

entitled to priority under	Ø	No	
11 U.S.C. § 507(a)?		Yes. Check all that apply:	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	1	Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$
	1	Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$
	1	Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$
	1	Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$
	1	Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	-\$
	ļ	Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	S
		Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun	on or after the date of adjustment.
3. Is all or part of the claim entitled to administrative		No	
priority pursuant to 11 U.S.C. § 503(b)(9)?	Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.		
	;	<u> </u>	
this proof of claim must sign and date it. FRBP 9011(b). If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is. A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.	la la la la lunders the amo	on the creditor. In the creditor's attorney or authorized agent. In the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. In a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005. Istand that an authorized signature on this <i>Proof of Claim</i> serves as an acknowledgent of the claim, the creditor gave the debtor credit for any payments received to examined the information in this <i>Proof of Claim</i> and have reasonable belief that the ender penalty of perjury that the foregoing is true and correct.	vard the debt.
	Execute	MM / DD / YYYY	
	The so	minute of the person who is completing and signing this claim:	
	The so	nature e name of the person who is completing and signing this claim: Rick Ledenbach	
	Sign Print the	Rick Ledenbach First name. Last of	· · · · · · · · · · · · · · · · · · ·
3671.	Sign Print th	Alter Domus (US) LLC. in its capacity as Disbursing A	·
RECEIVED	Sign State S	Alter Domus (US) LLC. in its capacity as Disbursing A	gent and Collateral Agen
JUN 23 2025	Sign Print the Name Title Company	Alter Domus (US) LLC, in its capacity as Disbursing A identity the corporate servicer as the company if the authorized agent is a servicer. 225 West Washington St, 9th Floor	gent and Collateral Agen
RECEIVED	Sign Print the Name Title Company	Alter Domus (US) LLC, in its capacity as Disbursing A identity the corporate servicer as the company if the authorized agent is a servicer 225 West Washington St, 9th Floor	gent and Collateral Agen

SEWARD & KISSEL LLP

ONE BATTERY PARK PLAZA NEW YORK, NEW YORK 10004

TELEPHONE: (212) 574-1200 FACSIMILE: (212) 480-8421 WWW.SEWKIS.COM 901 K STREET, NW WASHINGTON, DC 20001 TELEPHONE: (202) 737-8833 FACSIMILE: (202) 737-5184

June 20, 2025

VIA FEDEX OVERNIGHT

Air Pros Claims Processing Center c/o KCC dba Verita Global 222 N. Pacific Coast Hwy., Ste. 300 El Segundo, CA 90245

Re: AFH Air Pros, LLC et al. (Case No. 25-10356)

Dear Claims Agent:

Enclosed is one original and one copy of the following proof of claim:

• Master Proof of Claim of Alter Domus (US) LLC, in its capacity as Disbursing Agent and Collateral Agent under the Credit Agreement dated as of October 31, 2022.

Please file the original and file stamp the copy acknowledging receipt and return to me by hand delivery. If you have any questions, please contact me at (212) 574-1224.

Thank you for your assistance.

Respectfully,

Andrew J. Matott

ADDENDUM TO THE MASTER PROOF OF CLAIM OF ALTER DOMUS (US) LLC, IN ITS CAPACITY AS AGENT UNDER THE CREDIT AGREEMENT

- Alter Domus (US) LLC ("Alter Domus"), in its capacity as disbursing agent 1. and collateral agent (the "Agent"), asserts this master proof of claim ("Master Proof of Claim") with respect to that certain Credit Agreement, dated as of October 31, 2022 (as amended, restated, extended, supplemented, or otherwise modified in writing from time to time and in effect as of the date hereof, the "Credit Agreement"), among Air Pros Solutions, LLC (the "Borrower"), Air Pros Solutions Holdings, LLC ("Holdings"), the Subsidiary Guarantors (and together with Holdings, the "Guarantors"), the Lenders from time to time party thereto, and the Agent. Reference is made herein to that certain (i) Guarantee and Collateral Agreement, dated October 31, 2022 (as amended, restated, novated, supplement or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among the Borrower, Holdings, certain of the Borrower's wholly-owned subsidiaries (collectively, the "Guarantors"), and the Agent; and (ii) Trademark Security Agreement, dated October 31, 2022 (as amended, restated, novated, supplement or otherwise modified from time to time, the "Trademark Security Agreement"), among the Guarantors and the Agent. Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Credit Agreement, the Loan Documents (as such term is defined in the Credit Agreement), or the Final DIP Order (as defined below), as applicable.
- 2. On March 16, 2025 (the "<u>Petition Date</u>"), the Borrower and certain Guarantors¹ (in such capacity, the "<u>Debtors</u>") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Georgia (the "<u>Bankruptcy Court</u>"). The Debtors' chapter 11 cases (the "<u>Bankruptcy Cases</u>")

¹ The Guarantors that are Debtors are listed on **Exhibit A** hereto (collectively, the "Debtor Guarantors").

are being administered as *In re AFH Air Pros, LLC*, Case Number: 25-10356 before the Honorable Paul Baisier.

- 3. This Master Proof of Claim is being filed pursuant to the *Order (I) Fixing Deadlines for Filing Proofs of Claim and (II) Approving the Form and Manner of Notice Thereof* [Dkt. No. 283] (the "Bar Date Order") and the *Final Order (A) Authorizing the Debtors to Obtain Postpetition Financing and to Use Cash Collateral, (B) Granting Liens and Superpriority Claims,* (C) Granting Adequate Protection, (D) Modifying the Automatic Stay, and (E) Granting Related Relief [Dkt. No. 255] (the "Final DIP Order").
- 4. Pursuant to the Bar Date Order and the Final DIP Order, the Agent and the Lenders are not required to file a proof of claim on account of claims arising under or in connection with the Credit Agreement or other Loan Documents. The Bar Date Order and Final DIP Order also authorize the Agent to file (and amend and/or supplement, as applicable) a single, consolidated master proof of claim on behalf of itself and the Lenders on account of any and all of their respective claims arising under the Credit Agreement and/or any other agreements and documents executed or delivered in connection therewith in the lead case of AFH Air Pros, LLC, which master proof of claim shall be deemed filed against each Debtor identified therein. As such, this Master Proof of Claim shall be deemed filed in the applicable Bankruptcy Cases of all other Debtors against whom a claim may be asserted under the Credit Agreement and other Loan Documents, including the Bankruptcy Cases of each of the Borrower and the Debtor Guarantors, as applicable. The Agent is authorized to file this Master Proof of Claim pursuant to Section 8.09(a) of the Credit Agreement.
- 5. Pursuant to Sections 2.03, 2.06, 2.12, and 2.15 of the Credit Agreement, the Borrower is obligated to pay to the Agent, for the account of the respective Lenders to which such

payment is owed, the principal, interest, fees and applicable premiums on all Loans outstanding on the dates and in the manner provided in the Credit Agreement.

- 6. Pursuant to Sections 2.1 and 2.5 of the Guarantee and Collateral Agreement, each Debtor Guarantor irrevocably and unconditionally guaranteed, jointly with the other Guarantors and severally, as a primary obligor and not merely as a surety, by way of an independent payment obligation, the due and punctual payment and performance of the Secured Obligations (the "Guaranteed Obligations") to the Agent.
- 7. Pursuant to Section 3 of the Guarantee and Collateral Agreement, each Grantor (as such term is defined in the Guarantee and Collateral Agreement) granted, assigned, and pledged to the Agent for the benefit of the Secured Parties, a security interest in the Collateral (as such term is defined in the Guarantee and Collateral Agreement) (the "Collateral").
- 8. Pursuant to the Final DIP Order, the Borrower and the Debtor Guarantors acknowledged and agreed, among other things, that as of the Petition Date: (i) the liens granted in favor of the Agent (the "Liens") are valid, binding, enforceable, and perfected (ii) the Liens were granted to, or for the benefit of, the Agent and the Lenders for fair consideration and reasonably equivalent value, (iii) the Liens are not subject to avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law, (iv) the Liens are subject and subordinate only as provided in the Final DIP Order, (v) the Obligations constitute legal, valid, and binding obligations of the applicable Debtors, enforceable in accordance with the terms of the applicable Loan Documents (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), (vi) no setoffs, recoupments, offsets, defenses, or counterclaims to any of the Obligations exist, and (vii) no portion of the Obligations or any transfers made to any or all of the Agent and Lenders are subject to avoidance, recharacterization, recovery,

subordination, attack, recoupment, offset, counterclaim, defense, or "claim" (as defined in the Bankruptcy Code) of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law, except for the priming contemplated by the Final DIP Order.

- 9. Pursuant to Section 7.01(g)(i) of the Credit Agreement, an Event of Default under the Credit Agreement occurred as a result of the Debtors' commencement of the Bankruptcy Cases. In accordance with Section 7.02 of the Credit Agreement and applicable law, as a result of such Event of Default, all Obligations immediately became due and payable, in each case, without further act of the Agent or any Lender.
- Petition Date, is entitled to payment in the aggregate amount of no less than \$249,471,528.02, consisting of the entire outstanding principal of \$220,406,882.85, plus accrued and unpaid interest owing as of the Petition Date of \$29,064,645.17 that was capitalized and added to the principal balance, but exclusive of any other unpaid interest, fees, expenses, indemnities, and applicable premiums. The Agent hereby asserts a claim for no less than such amounts (plus any unpaid fees, expenses and indemnities) against the Borrower and each Debtor Guarantor.
- 11. Additionally, the Agent, on behalf of itself and the Lenders, asserts this Master Proof of Claim against the Borrower and each Debtor Guarantor for post-petition interest on overdue principal, premium, if any, defaulted interest, interest payable on the defaulted interest, including for amounts payable as a result of defaults arising prior to the Petition Date (whether known or unknown to the Agent at any time prior to the Petition Date), all amounts set forth in the Credit Agreement, the Guarantee and Collateral Agreement, the Trademark Security Agreement and/or the other Loan Documents, to the extent permissible under applicable law.

- 12. Pursuant to Section 2.07 of the Credit Agreement, the Borrower is obligated to pay to the Agent (i) the Commitment Fee, (ii) an origination fee, and (iii) such fees as shall have been separately agreed upon in the amounts and at the times so specified. Pursuant to Section 9.05(a) of the Credit Agreement, the Borrower agreed to pay or reimburse the Agent and the Lenders for all reasonable out-of-pocket costs and expenses incurred in connection with the administration of and enforcement or protection of any rights under the Credit Agreement or the other Loan Documents including all such out-of-pocket costs and expenses incurred during any workout, restructuring, or negotiations in respect of the Loans (collectively, the "Fees & Expenses").
- to indemnify and hold harmless each Agent, each Lender, and each Related Party of each of the foregoing (each an "Indemnitee") against and hold each of them harmless from any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs (including settlement costs and the costs of enforcing this indemnity), disbursements and out-of-pocket fees and expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), joint or several, of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted or awarded against any Indemnitee in any way relating to or arising out of or in connection with or by reason of (i) any actual or prospective claim, litigation, investigation or proceeding in any way relating to, arising out of, in connection with or by reason of any of the following, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened claim, litigation or proceeding): (x) the execution, delivery, enforcement, performance or administration of any Loan Document or any other document delivered in connection with the transactions contemplated thereby or any

amendments, modifications or waivers of the provisions of the Credit Agreement or Loan Documents (whether or not such transactions contemplated thereby shall be consummated) or the consummation of the transactions contemplated by the Loan Documents, or (y) any Commitment, any Credit Extension or the use or proposed use of the proceeds thereof; and (ii) any actual or alleged presence or release of Materials of Environmental Concern on or from any property currently or formerly owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries (all the foregoing, collectively, the "Indemnification Obligations") subject to certain inapplicable exceptions expressly stated in Section 9.05(b) of the Credit Agreement.

- 14. Prior to and since the Petition Date, the Agent, the Lenders, and their respective counsel, have incurred, and continue to incur, fees, and expenses for services rendered under and in connection with the Credit Agreement and other Loan Documents. The Agent asserts this Master Proof of Claim against the Borrower and each Debtor Guarantor for all of the Fees and Expenses and the Indemnification Obligations incurred, and to be incurred in the future, in amounts to be determined.
- Agent's interest in the Collateral on behalf of the Secured Parties. To the extent that the value of the Agent's interest in the Collateral on behalf of the Secured Parties is less than the aggregate amount owing to the Secured Parties as set forth herein, the claims set forth in this Master Proof of Claim with respect to any such deficiency are filed as claims entitled to (i) adequate protection to the extent set forth in the Final DIP Order, (ii) priority under sections 503(b) and 507(b) of the Bankruptcy Code to the extent set forth in the Final DIP Order, and (iii) otherwise as general

unsecured claims, without prejudice to the rights of the Secured Parties pursuant to section 1111(b) of the Bankruptcy Code.

- 16. Additionally, the Agent includes in this Master Proof of Claim the value of the adequate protection liens granted to the Agent with respect to the amount of the diminution of the Collateral, for the benefit of the Secured Parties pursuant to the Final DIP Order.
 - 17. Notices regarding this Master Proof of Claim should be sent to:

Seward & Kissel LLP
Attn: John R. Ashmead
Gregg Bateman
One Battery Park Plaza
New York, New York 10004
Phanes 212, 574, 1200

Phone: 212-574-1200

Email: ashmead@sewkis.com bateman@sewkis.com

-and-

Alter Domus (US) LLC Attn: Winnalynn N. Kantaris 225 W. Washington Street, 9th Floor Chicago, Illinois 60606 Email: winnalynn.kantaris@alterdomus.com

- 18. This Master Proof of Claim is filed pursuant to the Bar Date Order to protect the Agent and the Lenders from potential forfeiture of their claims. This Master Proof of Claim is based on the Debtors' obligations under the Loan Documents and encompasses and includes all obligations under the Loan Documents and any related transaction documents even if such obligations are not specifically referenced herein, including, without limitation, any claim for premiums, penalties and damages, and those claims that are not specifically listed or referenced herein, and all claims relating thereto under applicable equity or law.
- 19. The Agent expressly reserves its right to replace, amend, or supplement this Master Proof of Claim to include any claim at law or in equity. The filing of this Master Proof of

Claim shall not be deemed a waiver of any claim in law or in equity that the Agent may have against the Debtors, or any of their affiliates, or others, including, but not limited to, administrative or other priority claims, secured claims, constructive trust claims, the right to seek adequate protection or the right to assert claims that are otherwise warranted in any related action. Furthermore, nothing contained herein shall be construed as a waiver of any rights or remedies of the Agent with respect to any other claims against any of the affiliates of the Debtors or others.

20. The filing of this Master Proof of Claim is not intended to be and should not be construed as (a) a consent by the Agent or the Lenders to the jurisdiction of this Court with respect to the subject matter of this claim, any objection or other proceeding commenced in this case or otherwise involving the Agent or the Lenders; (b) a waiver of the rights and remedies against any other person or entity who may be liable (whether on legal or equitable grounds) for all or part of the claims or amounts set forth herein, whether an affiliate or guarantor of the Debtors or otherwise; (c) a waiver or release of the Agent's or any Lender's right to trial by jury, or a consent to trial by jury, in this or any other court; (d) a waiver of the Agent's or any Lender's right to have final orders in non-core matters entered only after de novo review by a United States District Court Judge; or (e) a waiver of any right to (i) withdraw the reference, or otherwise challenge the jurisdiction of this court, with respect to the subject matter of this claim, any objection or other proceeding commenced in this case against or otherwise involving the Agent or the Lenders; or (ii) assert that the reference has already been withdrawn with respect to the subject matter of this claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving the Agent or the Lenders.

- 21. The Agent expressly reserves the right to attach, produce and/or rely upon additional documentation, including but no limited to the Loan Documents, which support claims and any additional documents that may become available after further investigation or discovery.
- 22. The Agent specifically reserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against the Agent or any Lender by the Debtors or any of their successors and assigns or by any trustee for the estates of the Debtors.
- 23. Each and every description in this Master Proof of Claim of the Loan Documents, Bankruptcy Court orders, and other relevant documents is qualified in its entirety by reference to the applicable provisions of such documents, and all such documents are incorporated herein by reference. In the event of any inconsistency between this Master Proof of Claim and any such document, the relevant document shall control.
- 24. The Lenders may have separate claims against the Debtors, their affiliates, or others which are not included in this Proof of Claim, and nothing contained herein shall prejudice such claims.

Exhibit A - List of Debtor Guarantors

Air Pros Solutions Holdings, LLC

Air Pros Solutions, LLC

Air Pros, LLC

Air Pros One Source LLC

Air Pros Atlanta LLC

Air Pros Dallas L.L.C.

Air Pros Texas LLC

Air Pros West LLC

Air Pros Washington, LLP

Air Pros Colorado LLC

Air Pros Boca LLC

Air Pros Blue Star, LLC

Hansen Air Pros, LLC

Dallas Plumbing Air Pros, LLC

Doug's Service Air Pros, LLC

Dream Team Air Pros, LLC

AFH Air Pros, LLC

CM Air Pros, LLC

Mauzy Air Pros, LLC

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