

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)

Re: Docket No. 478

**NOTICE OF FILING OF PLAN SUPPLEMENT TO THE
SECOND AMENDED CHAPTER 11 PLAN OF LIQUIDATION
OF AFH AIR PROS, LLC AND ITS DEBTOR AFFILIATES**

PLEASE TAKE NOTICE that on June 24, 2025, the above-captioned debtors and debtors-in-possession (the “Debtors”) filed the *Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and Its Debtor Affiliates* [Docket No. 478] (all exhibits thereto and as may be amended, supplemented, or otherwise modified from time to time, the “Plan”) and the *Second Amended Disclosure Statement for the Second Amended Chapter 11 Plan of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 479] (as may be amended, modified, or supplemented from time to time, the “Disclosure Statement”)² with the United States Bankruptcy Court for the Northern District of Georgia (the “Court”).

PLEASE TAKE FURTHER NOTICE that on June 24, 2025, the Court entered an order [Docket No. 477] (the “Solicitation Procedures Order”) that, among other things, (a) approved on an interim basis the Disclosure Statement as containing “adequate information” pursuant to section 1125(a) of title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) subject to final approval at the Combined Hearing and (b) authorized the Debtors to solicit acceptances for the Plan.

PLEASE TAKE FURTHER NOTICE that on July 14, 2025, the Debtors filed the *Notice of Filing of (I) Identity and Compensation of Litigation Trustee, (II) Form of Litigation Trust Agreement, and (III) Schedule of Assigned Causes of Action With Respect to the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and Its Debtor Affiliates* [Docket No. 557], which included the identity and compensation of the Litigation Trustee, the form of Litigation

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 not otherwise defined herein shall have the meanings attributed to such terms in the Plan or Disclosure Statement, as applicable.



Trust Agreement, and the Schedule of Assigned Causes of Action, each of which is a Plan Supplement document.

PLEASE TAKE FURTHER NOTICE that as contemplated by the Plan and the Solicitation Procedures Order, the Debtors hereby file the additional Plan Supplement documents in support of confirmation of the Plan.

PLEASE TAKE FURTHER NOTICE that the Plan Supplement contains the forms of the following documents, which may be modified, amended, or supplemented from time to time:

<u>Exhibit</u>	<u>Description</u>
A	Identity and Compensation of the Litigation Trustee
B	Litigation Trust Agreement
C	Schedule of Assigned Causes of Action
D	Identity and Compensation of the Plan Administrator
E	Plan Administration Agreement
F	Wind Down Cash Amount

PLEASE TAKE FURTHER NOTICE that the documents contained in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. The documents contained in the Plan Supplement are in draft form and remain subject to ongoing review and negotiation among the Debtors, the Prepetition Lenders and DIP Lenders, the Creditors' Committee, and other interested parties with respect thereto. The Plan Supplement documents have not yet been approved by the Bankruptcy Court. The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents, exhibits, and designations contained therein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court, and all rights and remedies of any parties with respect thereto are expressly reserved.

PLEASE TAKE FURTHER NOTICE THAT additional copies of the Disclosure Statement, Plan, the Plan Supplement, and other documents filed in the chapter 11 cases, are available free of charge on the Debtors' case information website (<https://www.veritaglobal.net/airpros>) or may be obtained from the Claims and Noticing Agent by calling (866) 927-7076 (U.S./Canada) or (310) 751-2650 (International), or by clicking the "Submit an Inquiry" option at <https://www.veritaglobal.net/airpros/Inquiry>. Please be advised that the Claims and Noticing Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

Dated: July 18, 2025

Respectfully submitted,

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil

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

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Counsel for the Debtors and Debtors in Possession

Exhibit A

(Identity and Compensation of the Litigation Trustee)

[Filed at Docket No. 557]

Exhibit B

(Litigation Trust Agreement)

[Filed at Docket No. 557]

Exhibit C

(Schedule of Assigned Causes of Action)

[Filed at Docket No. 557]

Exhibit D

(Identity and Compensation of the Plan Administrator)

This Exhibit D identifies the Plan Administrator selected by the Debtors and the Lenders pursuant to the Plan and the compensation to be paid to the Plan Administrator. The Debtors and the Lenders have selected LRHIRSH, LLC, an entity owned and controlled by Lawrence R. Hirsh, to serve as the Plan Administrator.

Mr. Hirsh has served as the independent manager of the Debtors since January 2024. For over 30 years, Mr. Hirsh has served as an advisor, interim officer, and board member for companies that have faced operational and financial challenges. He has helped these companies assess their business problems and then develop and implement action plans to restructure their operations, cash flows, and capital structure to return these companies to financial viability.

Mr. Hirsh has worked in a variety of industries, including finance, construction, real estate, building products, industrial services, transportation and logistics, and manufacturing. His broad industry background, coupled with diverse experiences in numerous corporate restructurings, provides him a wide vantage point for leading successful corporate restructurings.

Mr. Hirsh has served on the boards of numerous companies, either as chairman or a lead independent director, most of which have involved companies in distress. In addition, Mr. Hirsh spent 19 years as a Managing Director at Alvarez & Marsal, leading the Corporate Restructuring Practice for the Southern U.S.

As provided for in the Plan Administration Agreement, in consideration for the services of the Plan Administrator under the Plan Administration Agreement, the Plan Administrator shall receive a fixed fee of \$75,000.

Exhibit E

(Plan Administration Agreement)

FORM SUBJECT TO ONGOING REVIEW

PLAN ADMINISTRATION AGREEMENT

This Plan Administration Agreement (the “Agreement”) is made as of [•], 2025, by and among (i) AFH Air Pros, LLC and its affiliated chapter 11 debtors and debtors-in-possession (collectively, the “Debtors”, and on and after the Effective Date of the Plan, the “Wind Down Debtors”) and (ii) LRHIRSH, LLC (the “Plan Administrator”).

RECITALS

WHEREAS, on March 16, 2025, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia (the “Bankruptcy Court”), and their chapter 11 cases are being jointly administered as *In re AFH Air Pros, LLC, et al.*, Case No. 25-10356 (PMB);

WHEREAS, March 31, 2025, the United States Trustee for the Northern District of Georgia (the “U.S. Trustee”) appointed the Official Committee of Unsecured Creditors (the “Creditors’ Committee”) comprised of: Chadwick Jay Setchell, Despedida Holdings, Inc., HVAC Success, Inc., Jack Denton, Jeffrey D. Tauzin, LaGrange Air Force Heating & Air, LLC, and West Georgia Indoor Comfort, LLC. [Docket No. 111];

WHEREAS, on [•], 2025, the Bankruptcy Court entered the *Findings of Fact, Conclusions of Law, and Order (I) Approving the Second Amended Disclosure Statement for the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates on a Final Basis and (II) Confirming Second Amended Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* (Docket No. •) (the “Confirmation Order”), which confirms the *Second Amended Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. •] (as confirmed, including all amendments and supplements thereto, the “Plan”);¹

WHEREAS, pursuant to the Plan, the Debtors selected the Plan Administrator and the identity of the Plan Administrator was filed as a schedule to the Plan Supplement;

WHEREAS, pursuant to the Plan, as of the Effective Date, the Plan Administrator is appointed as the sole officer, director, or manager, as applicable, of each of the Wind Down Debtors and will carry out and implement the Wind Down of the Debtors’ Estates, including the liquidation and other disposition of all Remaining Assets, in accordance with the Plan, the Confirmation Order, and this Agreement;

WHEREAS, this Agreement sets forth, among other things, the scope of the Services (as defined below) to be provided by the Plan Administrator;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

TERMS

1. Acceptance; Effectiveness. The Plan Administrator hereby accepts its appointment as the Plan Administrator and agrees to provide the Services pursuant to the Plan and the Confirmation Order, and as set forth herein. Notwithstanding the date of execution of this Agreement, this Agreement shall only become effective on the Effective Date.

2. Duties, Powers, and Rights of Plan Administrator. From and after the Effective Date, the Plan Administrator shall act for the benefit of the Wind Down Debtors, consistent with the Plan Administrator's fiduciary duties and the terms and conditions of the Plan, to carry out and implement the Wind Down in accordance with the applicable provisions of the Plan and the Confirmation Order. Subject to the provisions of the Plan, the Confirmation Order, and this Agreement, the Plan Administrator shall have the authority to perform the following tasks and services (such tasks and services, collectively, the "Services"):

(a) effectuate the Wind Down in accordance with the Plan, the Wind Down Budget², and this Agreement without any need for further approval by the Bankruptcy Court, including liquidate the Remaining Assets; provided the Plan Administrator shall not effectuate the Wind Down in a manner inconsistent with any express terms or requirements of the Plan, the Wind Down Budget, or this Agreement;

(b) investigate, settle, compromise, abandon, or withdraw the Remaining Causes of Action on any grounds the Plan Administrator deems reasonable, without further order of the Bankruptcy Court;

(c) create and fund, in accordance with the Wind Down Budget, (i) the Wind Down Expense Fund for payment of Wind Down Expenses, which shall be initially funded from the Wind Down Cash Amount, and (ii) such other reserves as the Plan Administrator deems necessary to carry out the provisions of the Plan and this Agreement;

(d) direct and control the Wind Down under the Plan and in accordance with applicable law as necessary to maximize the value of the Remaining Assets;

(e) direct and control the dissolution, liquidation, striking off, or similar action to Wind Down and/or terminate each of the Wind Down Debtors;

(f) prepare, file, and prosecute any necessary filings or pleadings with the Bankruptcy Court, or any other court, to carry out the duties of the Plan Administrator as described herein and in the Plan;

(g) retain Professionals (as defined herein) to assist in performing its duties hereunder and under the Plan;

(h) open and close bank accounts on behalf of the Wind Down Debtors;

² "Wind Down Budget" means the wind down budget incorporated into the final Supplemental Approved Budget (as defined in the DIP Order) prior to the Effective Date.

(i) obtain, at the expense of the Wind Down Debtors, commercially reasonable liability, errors and omissions, directors and officers, or other insurance coverage (including “tail” coverage) as the Plan Administrator deems reasonably necessary and appropriate and in accordance with the Wind Down Budget;

(j) incur and pay reasonable and necessary expenses in connection with the performance of its duties hereunder and under the Plan, including the reasonable fees and expenses of Professionals (as defined herein) retained by the Plan Administrator, in accordance with the Wind Down Budget;

(k) maintain the books, records, and accounts of the Wind Down Debtors;

(l) administer each Wind Down Debtor’s tax obligations, including (i) filing tax returns and paying tax obligations; (ii) requesting, if necessary, an expedited determination of any unpaid tax liability of each Wind Down Debtor under section 505(b) of the Bankruptcy Code for all taxable periods of such Wind Down Debtor ending after the applicable Petition Date through the liquidation of such Wind Down Debtor as determined under applicable tax laws; and (iii) representing the interest and account of each of the Wind Down Debtors before any taxing authority in all matters including, without limitation, any action, suit, proceeding, or audit;

(m) prepare and file all informational returns, reports, statements, returns, or disclosures relating to the Wind Down Debtors that are required hereunder, by any Governmental Unit, or applicable law;

(n) file motions in the Bankruptcy Court for entry of a final decree contemplated by section 350 of the Bankruptcy Code and Bankruptcy Rule 3022 closing any or all of the Chapter 11 Cases; and

(o) perform other duties and functions as necessary to effectuate the Wind Down that are consistent with the implementation of the Plan, the Wind Down Budget, and this Agreement.

3. Certain Consent Rights of the Senior Secured Parties. The Plan Administrator acknowledges and agrees that the prior written consent of Senior Secured Parties³ shall be required prior to taking any of the following actions:

(i) borrowing funds on behalf of the Wind Down Debtors or pledging any portion of the Wind Down Debtors’ assets;

(ii) the sale, transfer, assignment, or other disposition of any assets of the Wind Down Debtors having an asserted or reasonably estimated value in excess of \$100,000.

³ The “Senior Secured Parties” means, collectively, the Prepetition Agent, the Prepetition Lenders, the DIP Agent, and the DIP Lenders.

- (iii) any material amendments to the terms of this Agreement;
- (iv) changes to the fee structure of the Plan Administrator or any of its Professionals following their appointment or retention;
- (v) any material amendments to the terms of the Plan;
- (vi) payment of fees and expenses to the Plan Administrator or any of its Professionals from the assets of the Wind Down Debtors;
- (vii) the funding of the Wind Down Expense Fund with any Remaining Assets or the proceeds thereof; and
- (viii) the appointment of a successor Plan Administrator.

4. Reporting to the Senior Secured Parties. [The Plan Administrator shall report to the Senior Secured Parties from time to time (or as requested by Senior Secured Parties), but in no event less than on a monthly basis (or such other period as the Senior Secured Parties may agree to from time to time), concerning the status of the Wind Down, including (i) the outstanding balances of the Wind Down Debtors' accounts, expenses incurred, (ii) a summary of the status of the liquidation and disposition of the Remaining Assets, including the Retained Causes of Action and (iii) a variance report to the Wind Down Budget. At the request of the Senior Secured Parties, the Plan Administrator shall be available to provide an update via teleconference at least once a month.]

5. Reports to be Filed by the Plan Administrator. The Plan Administrator shall file with the Bankruptcy Court quarterly operating reports on behalf of the Wind Down Debtors, as required by the Office of the United States Trustee.

6. Sole Officer, Director, or Manager. Upon the Effective Date, (i) the Plan Administrator shall be the sole officer, sole director, sole manager and sole equity holder as applicable, for each of the Wind Down Debtors without the requirement of having to amend any organizational documents or to take any further action and shall have the duties set forth in this Agreement with respect to such Wind Down Debtors and (ii) the persons acting as managers, directors, and officers for each of the Wind Down Debtors shall be deemed to have resigned, solely in their capacities as such. Third parties shall be entitled to rely on the Plan Administrator's appointment hereunder as the sole officer, sole director, sole manager and sole equity holder, as applicable, for each of the Wind Down Debtors without further inquiry. The Plan Administrator shall use commercially reasonable efforts to operate in a manner consistent with the Wind Down Budget.

7. No Other Duties. Other than the duties and obligations of the Plan Administrator specifically set forth in this Agreement, the Plan, or the Confirmation Order, the Plan Administrator shall have no duties or obligations of any kind or nature with respect to its position.

8. Retention of Counsel and Agents. Subject to the terms of this Agreement and the consent of the Senior Secured Parties, the Plan Administrator may hire attorneys, accountants, consultants, independent contractors, and other professionals (collectively, the "Professionals") as may be required or appropriate in connection with its duties hereunder, including any Professionals

previously or currently retained by the Debtors, the Committee, the Litigation Trustee, or the Litigation Trust. Any Professionals retained by the Plan Administrator shall be entitled to reasonable compensation for services rendered and reimbursement of reasonable and documented fees, costs, and expenses incurred. The payment of the fees, costs, and expenses of the Plan Administrator and Professionals employed by the Plan Administrator shall be made in the ordinary course of business upon the submission of statements to the Plan Administrator, with a copy to the Senior Secured Parties, and shall not be subject to the approval of the Bankruptcy Court; provided, however, that any disputes related to such fees, costs, and expenses shall be resolved by the Bankruptcy Court.

9. Fees. In consideration and in exchange for the Plan Administrator's completion of services of the Plan Administrator under the Plan and this Agreement, the Plan Administrator shall receive a fixed fee of \$75,000 (the "Fees"), which shall be due and payable as a Wind Down Expense on the Effective Date; provided that the Fees may be modified by agreement between the Plan Administrator and the Senior Secured Parties; provided, further, if the Plan Administrator resigns or is removed pursuant to section 12 or 13 of this Agreement, the Senior Secured Parties and Plan Administrator shall in good faith negotiate a reduction of the Fees and the Plan Administrator's repayment of the balance thereof.

10. Expenses. The reasonable and documented out-of-pocket expenses of the Plan Administrator incurred in performance of the Services shall be reimbursed from the Wind Down Expense Fund.

11. Service of Plan Administrator. The Plan Administrator shall serve until the earlier of: (i) the Bankruptcy Court enters an order or orders closing all of the Chapter 11 Cases, unless otherwise set forth in such order; (ii) the Senior Secured Parties remove the Plan Administrator for any reason, provided that the Senior Secured Parties shall provide 30 days' notice in writing of such removal to the Plan Administrator; or (iii) the effective date of any resignation of the Plan Administrator. The Plan Administrator may resign at any time upon 30 days' written notice filed with the Bankruptcy Court; provided, that such resignation shall only become effective upon the appointment of a successor Plan Administrator. The resignation or removal of a Plan Administrator shall not operate to terminate this Agreement, revoke any existing agency created pursuant to this Agreement, nor invalidate any action theretofore taken by any Plan Administrator.

12. Standing; Removal of Plan Administrator. The Senior Secured Parties shall have standing and authority to remove the Plan Administrator for cause. For purposes of this Section, the term "cause" shall mean (a) the Plan Administrator's fraud, gross negligence, reckless or willful misconduct, willful disregard of his or her duties under the Plan, the Confirmation Order, or this Agreement, or material breach of the Agreement, or (b) the Plan Administrator's misappropriation or embezzlement of any assets of the Wind Down Debtors or the proceeds thereof. If the Plan Administrator is removed for cause, the Plan Administrator shall not be entitled to any accrued but unpaid fees, reimbursements, or other compensation under this Agreement or otherwise. If the Plan Administrator is unwilling or unable to serve (a) by virtue of his or her inability to perform his or her duties under this Agreement due to death, illness, or other physical or mental disability, or (b) for any other reason whatsoever other than for "cause," subject to a final accounting, the Plan Administrator shall be entitled to all accrued and unpaid fees, reimbursement, and other compensation, to the extent incurred or arising or relating to events

occurring before such removal, and to any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties and all rights to any successor Plan Administrator.

13. Resignation of Plan Administrator. The Plan Administrator may resign at any time by providing written notice to the Senior Secured Parties, the U.S. Trustee, and filing a notice of resignation with the Bankruptcy Court. The resignation shall be effective on the later of (i) the date specified in the notice of resignation and (ii) the date that is 30 days after the date such notice is filed with the Bankruptcy Court and served on the Senior Secured Parties and the U.S. Trustee. In the event of a resignation, the resigning Plan Administrator shall render to the Senior Secured Parties a full and complete accounting of monies and assets received, disbursed, and held during the term of office of that Plan Administrator.

14. Appointment of Successor Plan Administrator. Upon resignation, death, dissolution, incapacity, or removal of the Plan Administrator, the Senior Secured Parties shall have the right, but not the obligation, to appoint a successor Plan Administrator, on an interim or permanent basis. Any successor Plan Administrator shall consent to and accept in writing the terms of this Agreement and agree that the provisions of this Agreement shall be binding upon and inure to the benefit of the successor Plan Administrator.

15. Termination of Agreement. This Agreement shall terminate when the Bankruptcy Court enters a final decree under section 350 of the Bankruptcy Code and Bankruptcy Rule 3022 closing the last open Chapter 11 Cases of the Debtors, unless otherwise set forth in such final decree.

16. Indemnification.

(a) Except as otherwise set forth in the Plan or Confirmation Order, the Plan Administrator, his or her employees, employers, designees or Professionals, or any of their duly designated agents or representatives, solely in their capacities as such (collectively, the “Indemnified Parties”), shall be indemnified and held harmless by the Wind Down Debtors from and against loss, liability, damages, cost, or expense (including legal fees and expenses and any amounts paid in settlement) (each, a “Loss” and, collectively, “Losses”) resulting from a claim, demand, lawsuit, action, or proceeding caused by, relating to, based on, or arising out of (directly or indirectly) such Indemnified Party’s performance or nonperformance of its obligations and fulfillment of its fiduciary duties under this Agreement, the Plan, or the Confirmation Order; provided, that such acts or omissions of such Indemnified Party are not found by a court of competent jurisdiction to constitute bad faith, gross negligence, willful misconduct, or criminal conduct. Such indemnification shall survive the termination of this Agreement, and, to the fullest extent permitted by law.

(b) Satisfaction of any obligation of the Wind Down Debtors arising pursuant to the terms of this Section 16 shall be payable only from the assets of the Wind Down Debtors and may be advanced to the applicable Indemnified Party prior to the conclusion of the matter from which such obligation arises.

(c) The Plan Administrator shall be permitted to pay from the assets of the

Wind Down Debtors expenses reasonably incurred by any Indemnified Party in defending, participating in, or settling any action, proceeding, or investigation in which such Indemnified Party is a party or is threatened to be made a party or otherwise is participating in connection with the duties, acts, or omissions of the Plan Administrator, upon submission of invoices therefor, whether in advance of the final disposition of such action, proceeding, or investigation or otherwise.

(d) Each Indemnified Party shall, and by its acceptance of the indemnification rights hereunder, hereby undertakes to repay all such amounts so advanced if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefor under this Agreement.

(e) The provisions of this section 16 shall survive the termination of this Agreement.

(f) The Indemnified Parties are third-party beneficiaries of this Agreement and are entitled to enforce the terms hereof against the applicable persons and/or entities.

17. Ratification of Prior Acts. In order to effectuate an orderly and efficient transition of the administration of the assets of the Wind Down Debtors from the Debtors to the Plan Administrator, the Plan Administrator may perform certain services in connection with its duties and obligations under this Agreement prior to the Effective Date, and the authorization for such performance and ratification of acts taken by the Plan Administrator prior to the Effective Date is evidenced by the execution hereof to the extent not already authorized by the Plan or Confirmation Order.

18. Standard of Care; Exculpation. Subject to entry of a final decree by the Bankruptcy Court, neither the Plan Administrator nor any of his or her affiliates, employees, employers, Professionals, agents, or representatives, solely when acting in such capacities (collectively, the “Wind Down Parties”) shall be liable for losses, claims, damages, liabilities, or expenses in connection with the affairs or property of the Wind Down Debtors or the assets of the Wind Down Debtors to any holder of an Allowed Claim, or any other Person, for the acts or omissions of such Person or Entity under this Agreement or the Plan; provided, however, that the foregoing limitation shall not apply as to any losses, claims, damages, liabilities, or expenses that are found by a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from the actual fraud, gross negligence, or willful misconduct of such Wind Down Party. Every act done, power exercised, or obligation assumed by any Wind Down Party pursuant to the provisions of this Agreement shall be held to be done, exercised, or assumed, as the case may be, by such Wind Down Party for and on behalf of the Plan Administrator and not otherwise; provided, however, that none of the foregoing Wind Down Parties shall be deemed to be responsible for any other such Wind Down Party’s actions or inactions outside of the scope of the authority provided by the Plan Administrator. Subject to entry of a final decree by the Bankruptcy Court, except as provided in the proviso of the first sentence of this Section 18, every holder of an Allowed Claim, Person, or Entity contracting or otherwise dealing with or having any relationship with the Wind Down Parties shall have recourse only to the assets of the Wind Down Debtors for payment of any liabilities arising in connection with such contracts, dealings, or relationships, and the Wind Down Parties shall not be individually liable therefor. For the

avoidance of doubt, subject to entry of a final decree by the Bankruptcy Court, except as provided in the proviso of the first sentence of this Section 18, the Wind Down Parties shall have no liability whatsoever to any party for the liabilities and/or obligations, however created, whether direct or indirect, in tort, contract, or otherwise, of the Wind Down Debtors.

19. Limitation of Liability. In connection with all actions taken in their respective capacities as Wind Down Parties, the Wind Down Parties shall be entitled to rely upon the applicable exculpation, release, indemnification, and limitation of liability provisions set forth in any corporate organizational document, this Agreement, the Plan, and the Confirmation Order; provided, that the Wind Down Parties shall not be entitled to any release, exculpation, or indemnification if such Wind Down Party is determined to have engaged in fraud, gross negligence, or willful misconduct as determined by a Final Order of the Bankruptcy Court.

20. Reliance by Plan Administrator. To the fullest extent permitted by applicable law, the Plan Administrator may rely, and shall be fully protected in acting or refraining from acting if he relies, upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order, or other instrument or document that the Plan Administrator reasonably believes to be genuine and to have been signed or presented by the proper party or parties or, in the case of e-mails or facsimiles, to have been sent or the Plan Administrator reasonably believes to have been sent by the proper party or parties, and the Plan Administrator may conclusively rely as to the truth of the statements and correctness of the opinions expressed therein. To the fullest extent permitted by applicable law, the Plan Administrator may consult with counsel, accountants, financial advisors, and other Professionals with respect to matters in their area of expertise, and any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or not taken by the Plan Administrator (other than for acts or omissions constituting willful misconduct, bad faith, gross negligence, or actual fraud of the Plan Administrator as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction). To the fullest extent permitted by applicable law, the Plan Administrator shall be entitled to rely upon the advice of Professionals in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon (other than for acts or omissions constituting willful misconduct, bad faith, gross negligence, or actual fraud of the Plan Administrator as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction). To the fullest extent permitted by applicable law, the Plan Administrator shall have the right at any time to seek and rely upon instructions from any Bankruptcy Court order concerning this Agreement, the Plan, or any other document executed in connection herewith or therewith, and the Plan Administrator shall be entitled to rely upon such instructions in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon.

21. Preservation of Privilege. In connection with any Remaining Assets, including the Retained Causes of Action, any attorney-client privilege, work product privilege, or other privilege or immunity attaching to any documents or communications (whether oral or written) in respect of those assets (collectively, the "Privileges") shall vest in the Wind Down Debtors on the Effective Date, and thereafter such Privileges shall solely belong to the Wind Down Debtors and shall be solely waivable by the Plan Administrator. The Plan Administrator shall seek to preserve and protect all applicable Privileges. The Plan Administrator's receipt of any information subject to the Privileges shall not waive any such Privileges, and all such Privileges are expressly preserved.

22. Survival. Upon termination of this Agreement, the Plan Administrator shall have no further duties or obligations hereunder or as Plan Administrator, except as specifically provided herein or in the Plan or the Confirmation Order. For the avoidance of doubt, any other provision in the Agreement that, by its terms, specifically survives termination of the Agreement shall survive termination of this Agreement.

23. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or of any term or provision hereof.

24. Amendment; Waiver. The Plan Administrator may, from time to time modify, supplement, or amend this Agreement in any way that is not inconsistent with the Plan or the Confirmation Order, subject to the written consent and approval of the Senior Secured Parties. No failure by any party hereto to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof, or of any other right, power, or privilege.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [•] without regard to the rules of conflict of laws of the State of [•] or any other jurisdiction.

26. Retention of Jurisdiction. The Bankruptcy Court shall retain jurisdiction over the Debtors and the assets of the Wind Down Debtors to the fullest extent permitted by law, including, but not limited to, for the purposes of interpreting and enforcing the provisions of this Agreement.

27. Dispute Resolution. Without permission of the Bankruptcy Court, no judicial, administrative, arbitral, or other action or proceeding shall be commenced against the Plan Administrator in its official capacity as such with respect to its status, duties, powers, acts, or omissions in any forum other than the Bankruptcy Court.

28. Conflict with Plan. The principal purpose of this Agreement is to aid in the implementation of the Plan and Confirmation Order and, therefore, this Agreement incorporates and is subject to the provisions of the Plan and Confirmation Order. The Plan Administrator shall have full power and authority to take any action consistent with the purposes and provisions of the Plan and Confirmation Order. If the provisions of this Agreement are found to be inconsistent with or in conflict with the provisions of the Plan or the Confirmation Order, the provisions of the Plan or the Confirmation Order, as applicable, shall control.

29. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, this Agreement shall be deemed to be amended to the extent necessary to make such provision enforceable, or, if necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof. If any provision is deleted or amended, the remaining provisions shall remain in full force and effect. Notwithstanding the foregoing, the parties recognize and agree that this Agreement is to be interpreted and applied in such manner as to, as nearly as possible, give effect to the parties' intent as to all provisions hereof, including, without limitation, such provisions as may be declared to be unenforceable.

30. Integration. This Agreement (together with the Confirmation Order and Plan,

including all Plan Supplement documents) sets forth the whole agreement between the parties with respect to the transactions contemplated herein, superseding all other discussions, promises, representations, warranties, agreements, and understandings, whether written or oral, between the parties with respect thereto.

31. Successors and Assigns. Except as provided herein, no party hereto shall have the right to assign its rights hereunder.

32. Notice. Notices or other documents required to be delivered under this Agreement to the Plan Administrator shall be delivered to (as applicable):

Plan Administrator: LRHIRSH, LLC
4694 Carlton Dunes Drive
Unit 10
Fernandina Beach, FL 32034

with a copy to its counsel:

[•]

[•]

[•]

[•]

Attn: [•]

Email: [•]

or to such other address as may from time to time be provided in written notice by the Parties.

33. Counterparts; Effectiveness. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same agreement. Provided that the Effective Date has occurred, this Agreement shall become effective when each party hereto shall have received a counterpart thereof signed by the other party hereto. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile or e-mail transmission. Such facsimile or e-mail signature shall be treated in all respects as having the same effect as an original signature.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Plan Administration Agreement or have caused it to be executed and acknowledged on their behalf by their duly authorized officers.

AFH AIR PROS, LLC

By: _____

Name: _____

Title: _____

AIR PROS ATLANTA LLC

By: _____

Name: _____

Title: _____

AIR PROS BLUE STAR, LLC

By: _____

Name: _____

Title: _____

AIR PROS BOCA LLC

By: _____

Name: _____

Title: _____

AIR PROS COLORADO LLC

By: _____

Name: _____

Title: _____

[Signature Page to Plan Administration Agreement for AFH Air Pros, LLC, et al.]

AIR PROS DALLAS L.L.C.

By: _____

Name: _____

Title: _____

AIR PROS ONE SOURCE LLC

By: _____

Name: _____

Title: _____

AIR PROS SOLUTIONS HOLDINGS, LLC

By: _____

Name: _____

Title: _____

AIR PROS SOLUTIONS, LLC

By: _____

Name: _____

Title: _____

AIR PROS TEXAS LLC

By: _____

Name: _____

Title: _____

AIR PROS WASHINGTON, LLP

By: _____

Name: _____

Title: _____

AIR PROS WEST LLC

By: _____

Name: _____

Title: _____

AIR PROS, LLC

By: _____

Name: _____

Title: _____

CM AIR PROS, LLC

By: _____

Name: _____

Title: _____

DALLAS PLUMBING AIR PROS, LLC

By: _____

Name: _____

Title: _____

DOUG'S SERVICE AIR PROS, LLC

By: _____

Name: _____

Title: _____

DREAM TEAM AIR PROS, LLC

By: _____

Name: _____

Title: _____

EAST COAST MECHANICAL, LLC

By: _____

Name: _____

Title: _____

HANSEN AIR PROS, LLC

By: _____

Name: _____

Title: _____

MAUZY AIR PROS, LLC

By: _____

Name: _____

Title: _____

LRHIRSH, LLC, *Plan Administrator*

By: _____

Name: Lawrence Hirsh

Title: Member

Exhibit F

(Wind Down Cash Amount)

The Wind Down Cash Amount shall be \$675,000. As provided under the Plan, the Wind Down Cash Amount means Cash to be used by the Plan Administrator to fund the Wind Down Expense Fund to satisfy the Wind Down Expenses.