

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. 392

**NOTICE OF FILING THIRD AMENDMENT TO THE
AIR PROS LEGACY 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 Air Pros Legacy Business Units* [D.I. 392] (the “Sale Order”)², pursuant to which the Bankruptcy Court approved the Sale of the Air Pros Legacy business units 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 Third Amendment to Asset Purchase Agreement between the Sellers, the Buyer and Solutions (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 FURTHER NOTICE that, pursuant to the Amendment, the Buyer is (1) in exchange for an additional \$5,000 in consideration, also purchasing miscellaneous office furniture and equipment (the “FF&E”), and (2) paying the Debtors a total of \$3,767 to acquire the Debtors’ rights and interests in a certain security deposit in that is currently held (in the same amount) with the landlord party to the Unexpired Lease that was assigned to the Buyer. The Debtors believe that the purchase price for the FF&E and the reimbursement of the security deposit, is fair, for reasonably equivalent value, and in the best interests of the Debtors’ estates.

PLEASE TAKE FURTHER NOTICE that the DIP Secured Parties, the Prepetition Secured Parties and the Committee have consented to the Debtors’ entry to the Amendment.

PLEASE TAKE FURTHER NOTICE that while the Debtors do not believe that the Amendment is material or materially changes the economic substance of the transactions of the Sale, the Debtors file this Notice and opportunity to object given that the Buyer is an insider of the Debtors.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Sale Order, any party in interest shall have until **August 4, 2025** to object to the Amendment, and that absent any such objection, the Amendment shall be binding on the parties thereto.

PLEASE TAKE FURTHER 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: July 29, 2025

Respectfully submitted,

GREENBERG TRAURIG, 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

Counsel for the Debtors and Debtors in Possession

CERTIFICATE OF SERVICE

I hereby certify that on July 29, 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

(Third Amendment to Asset Purchase Agreement)

**THIRD AMENDMENT
TO
ASSET PURCHASE AGREEMENT**

This Third Amendment to Asset Purchase Agreement (this “Third Amendment”) is made and entered into as of July 15, 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 “Original Purchase Agreement”);

WHEREAS, the Parties entered that certain First Amendment to Asset Purchase Agreement, dated as of April 11, 2025 (the “First Amendment”);

WHEREAS, the Parties entered that certain Second Amendment to Asset Purchase Agreement, dated as of April 11, 2025 (the “Second Amendment” and the Second Amendment together with the First Amendment and the Original Purchase Agreement, 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 Third 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. Section 2.1 of the Purchase Agreement is hereby amended by adding the following as a new sub-paragraph (b) at the end Section 2.1:

“On the Third Amendment Effective Date (as defined in that certain Third Amendment to Asset Purchase Agreement, by and among the Parties, dated as of July 15, 2025, the “Third Amendment”), the Buyer shall purchase, acquire, and accept from each Seller, and each Seller shall sell, transfer, assign, convey, and deliver to the Buyer, all of such Seller’s right,

title and interest in and to all of the properties, rights, interests and other tangible and intangible assets of such Seller set forth on Exhibit A-1 attached to the Third Amendment, free and clear of all Liens (other than Permitted Liens), for the consideration specified in the Bill of Sale entered into by and among the Parties and dated as of July 15, 2025, which assets shall be considered Acquired Assets under this Agreement.”

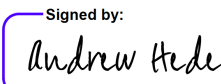
3. Effectiveness; Continuing Effect; Miscellaneous. This Third Amendment shall take effect as of the date of execution of this Third Amendment and after notice of this Third Amendment is provided pursuant to Paragraph 40 of the Sale Order (to the extent the Court determines this Third Amendment requires such notice) (the “Third Amendment Effective Date”). Except as amended by this Third 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 Third Amendment, are hereby adopted, ratified, and affirmed, and further it is understood and agreed that this Third 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 Third Amendment, this Third 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 Third 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 Third Amendment *mutatis mutandis*.

[Signature Pages to Follow]

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

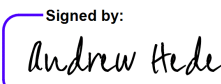
SOLUTIONS:

Air Pros Solutions, LLC

By:  Signed by:
05EB58847654487...
Name: Andrew Hede
Title: Chief Restructuring Officer

SELLERS:

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

By:  Signed by:
05EB58847654487...
Name: Andrew Hede
Title: Chief Restructuring Officer

[Signature Page to Second Amendment to Asset Purchase Agreement]

BUYER:

Air Today Holdings LLC

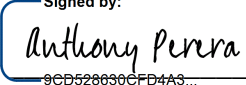
By:  Signed by:
9CB528630CFD4A3...
Name: Anthony Perera
Title: Authorized Signatory CEO
15-Jul-2025 | 2:11:52 PM PDT

EXHIBIT A-1

See attached.

EXHIBIT ADeposits under the following real property leases:

Address	Landlord	Amount
17161 Alico Center Road, Fort Myers, FL 33967	Cary C. Collins & Joyce Collins Trust	\$3,767

Other property:

IT Inventory	Total	IT Room	Office Floor
Keyboards	53	35	18
Mouse	38	22	16
Towers	35	16	19
Headsets	43	28	15
Web Cameras	36	18	18
Laptops	16	16	0
Monitors	82	42	40
Mouse Pads	4	0	4
Training Room Tables	2	0	2
Desks	6	0	6
TV	5	3	2
Office Inventory			
Stations / Cubicles	30		
Chairs	43	0	43
Logi Headsets	25		