

**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)

**THIRD NOTICE OF REJECTION OF CERTAIN
EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 1 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.

PLEASE TAKE NOTICE that on June 11, 2025 the United States Bankruptcy Court for the Northern District of Georgia (the “Bankruptcy Court”) entered the *Order (I) Authorizing And Approving Procedures to Reject Executory Contracts and Unexpired Leases, and (II) Granting Related Relief* [D.I. 445] (the “Procedures Order”).²

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order, the Bankruptcy Court approved the procedures for the Debtors’ rejection of executory contracts and unexpired leases (each, a “Contract” and, collectively, the “Contracts”)

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order and by this written notice (this “Rejection Notice”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on Schedule 1 attached hereto is hereby rejected effective as of the proposed effective date of rejection for each such Contract(s) (the “Rejection Date”), which, in the case of real property leases, shall be the later of (a) such date set forth on Schedule 2 and (b) the date the Debtors relinquish control of the premises by notifying the affected landlord or such landlord’s counsel of the Debtors’ surrender of the premises as of the date of such writing and, as applicable, (1) turning over keys issued by the landlord, key codes, and/or security codes, if any, to the affected landlord or (2) notifying such

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 ascribed to them in the Procedures Order or the Motion (as defined in the Procedures Order).



affected landlord or such landlord's counsel (if known to Debtors' counsel) in writing (email being sufficient) that the property has been surrendered.

PLEASE TAKE FURTHER NOTICE that parties seeking to object to the proposed rejection of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and served on the following parties so that such objection is *actually received* by the following parties no later than ten (10) days after the date that the Debtors filed and sent this Rejection Notice (via overnight mail and/or email) (collectively, the "Objection Service Parties"): (i) the Office of the U.S. Trustee, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia 30303, Attn: Jonathan S. Adams (Jonathan.S.Adams@usdoj.gov); (ii) counsel for the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com), and Greenberg Traurig, LLP, One Vanderbilt Avenue, New York, NY 10017, Attn: Leo Muchnik (MuchnikL@gtlaw.com); (iii) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, New York, New York 10017, Attn: Bradford J. Sandler (Bsandler@pszjlaw.com), Paul J. Labov (Plabov@pszjlaw.com), and Cia Mackle (Cmackle@pszjlaw.com); and (iv) counsel for the Debtors' prepetition and postpetition lenders, Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com), and Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com). Only those responses that are timely filed, served, and received will be considered at any hearing.

PLEASE TAKE FURTHER NOTICE that, absent an objection being timely filed, the rejection of each Contract shall become effective on the applicable Rejection Date, or such other date as the Debtors and the applicable Rejection Counterparty agree; *provided, however*, that no Contract shall be deemed rejected absent entry of an applicable Rejection Order, which shall be substantially in the form of **Schedule 2** attached hereto.³

PLEASE TAKE FURTHER NOTICE that, if an objection to the rejection of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates and shall provide at least seven (7) days' notice of such hearing to the applicable Rejection Counterparty (and its counsel if known to Debtors' counsel) and the other Objection Service Parties. If such objection is overruled or withdrawn, such Contract or Contracts shall be rejected as of the date as the Debtors and the counterparty or counterparties to any such Contract agree or as otherwise ordered by the Court; *provided, however*, that no Contract shall be deemed rejected absent entry of an applicable Rejection Order.

³ An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection Notice must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Order.

PLEASE TAKE FURTHER NOTICE that, the Debtors have described on **Schedule 1** attached hereto the personal property of the Debtors that they intend to abandon as of the Rejection Date. Absent timely objection, any and all personal property of the Debtors remaining on the Debtors' leased premises on the Rejection Date of the applicable lease of nonresidential real property (other than any property in which the Debtors have no property interest) shall be deemed abandoned as of the Rejection Date, and the Rejection Counterparty landlord under such lease may, in its sole discretion and without further notice or order of this Court, utilize and/or dispose of such personal property without liability to the Debtors or third parties.

PLEASE TAKE FURTHER NOTICE that to the extent you wish to assert a claim with respect to rejection of your Contract or Contracts, you must do so by the later of (i) June 23, 2025, and (ii) thirty (30) days after the later of (A) the Rejection Date, and (B) the date of entry of an order rejecting the Contract. For the avoidance of doubt, a counterparty to a Contract holding a claim on account of such contract or lease arising (or deemed to arise) on or before the Petition Date was required to file a Proof of Claim by June 23, 2025⁴ and the deadline set forth herein does not modify such requirement. **IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE, FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (2) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.**

Dated: July 30, 2025

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

⁴ See Order (I) Fixing Deadlines for Filing Proofs of Claim and (II) Approving the Form and Manner of Notice Thereof [D.I. 283].

Schedule 1

Rejected Contracts

Rejection Counterparty	Contract	Rejection Date	Address of Leased Location	Abandoned Property
Helix Florida 1 Logistics Asset LLC	Lease Agreement	07/30/2025	6490 Hazeltine National Drive Orlando, FL 32822	None.
Graham & Graham, Ltd.	Lease Agreement	07/30/2025	2513 Industrial Boulevard Orlando, FL 32804	None.
Eminent Investments, LLC	Lease Agreement	07/30/2025	7355 SW 38th Street, Unit 104/105, Ocala, FL 34474	None.

Rejection Counterparty	Contract	Rejection Date	Leased Equipment	Address of Leased Equipment
Canon Solutions America, Inc.	Equipment Lease Agreement	07/30/2025	Color Copier (Contract No. 681357-1 for Advance DX C3826)	30590 & 30582 LA Hwy 16 Denham Springs, LA
HYG Financial Services	Equipment Lease Agreement	07/30/2025	Forklift (Contract No. 1055545271:400-0002642-000)	30590 & 30582 LA Hwy 16 Denham Springs, LA
Pure Water Partners	Equipment Lease Agreement	07/30/2025	Ice Machine (Contract No. 700-46719-1)	30590 & 30582 LA Hwy 16 Denham Springs, LA
Great America Financial Svcs.	Equipment Lease Agreement	07/30/2025	Copier and Printer (Contract No. 014-1384090-000)	2609 Cameron Street Mobile, AL 36607
First Citizens Bank (CIT)	Equipment Lease Agreement	07/30/2025	Printers (x2) (MP C307 C509P902574 and IM430F 3350P301602)	30590 & 30582 LA Hwy 16 Denham Springs, LA
First Citizens Bank (CIT)	Equipment Lease Agreement	07/30/2025	Phone System	11055 Plano Road, Dallas, Texas 75238

ImageNet Consulting	Equipment Lease Agreement	07/30/2025	Printers (x13) (Contract No. 450-0099512-000)	1701 Old Okeechobee Rd West Palm Beach, FL 33349
Summer Knight Services aka M&L	Vending Machine Services Agreement	07/30/2025	Vending Machine	6490 Hazeltine National Drive Orlando, FL 32822
ACS Fire and Security	Sale and Service Agreement	07/30/25	Alarm System	6490 Hazeltine National Drive Orlando, FL 32822

Rejection Counterparty	Contract	Rejection Date
Lace Software	Software as a Software License Agreement	07/30/2025
Total Concord	Commercial Cleaning Agreement	07/30/2025
Florida Panthers Hockey Club Ltd	Sponsorship and Advertising Agreement	07/30/2025
Miami Dolphins, Ltd.	Sponsorship Agreement	07/30/2025
Geotab USA, Inc.	Services Agreement	07/30/2025
ServiceTitan, Inc.	Services Agreement	07/30/2025

Schedule 2

Proposed Rejection Order

**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 Nos. 445, [●]

**ORDER (I) AUTHORIZING REJECTION OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES TO THE REJECTION DATE
AND (II) GRANTING RELATED RELIEF**

Upon the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* (the “Procedures Order”),² entered on June 11, 2025 [D.I. 445] of the above-captioned debtors and debtors in possession

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(collectively, the “Debtors”); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having properly filed and served a Rejection Notice [D.I. [●]] on each applicable party as set forth in the rejection schedule attached hereto as **Exhibit 1** (the “Rejection Schedule”) in accordance with the terms of the Procedures Order; and no timely objections having been filed to the rejection of such Contracts; and due and proper notice of the Procedures Order and the Rejection Notice having been provided to each applicable Rejection Counterparty as set forth in the Rejection Schedule and no other notice need be provided; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Contracts listed on the Rejection Schedule attached hereto as **Exhibit 1** are rejected under section 365 of the Bankruptcy Code effective as of the later of the applicable Rejection Date or such other date as the Debtors and the applicable Rejection Counterparty agrees; *provided*, that the Rejection Date for a rejection of a lease of nonresidential real property shall not occur until the later of (i) the date set forth on **Exhibit 1** and (ii) the date the Debtors relinquish control of the premises by notifying the affected landlord or such landlord’s counsel of the Debtors’ surrender of the premises as of the date of such writing and, as applicable, (1) turning over keys issued by the landlord, key codes, and/or security codes, if any, to the affected landlord or (2) notifying such affected landlord or such landlord’s counsel (if known to Debtors’ counsel) in writing (email being sufficient) that the property has been surrendered.

2. The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors’ personal property that may be located

on the Debtors' leased premises that are subject to a rejected Contract. The personal property will be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. For the avoidance of doubt, and absent any sustained objection as it relates to personal property at a particular premises, any and all personal property located on the Debtors' leased premises on the Rejection Date of the applicable lease of nonresidential real property shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. Landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such personal property without notice or liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

3. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) June 23, 2025, and (ii) thirty (30) days after the later of (A) the Rejection Date, and (B) the date of entry of an order rejecting the Contract. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on account of such claim that may be made in connection with these chapter 11 cases. For the avoidance of doubt, a counterparty to a Contract holding a claim on account of such contract or lease arising (or deemed to arise) on or before the Petition Date was required to file a Proof of Claim by June 23, 2025³ and the deadline set forth herein does not modify such requirement.

4. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order and the rejection without further order from this Court.

³ See Order (I) Fixing Deadlines for Filing Proofs of Claim and (II) Approving the Form and Manner of Notice Thereof [D.I. 283].

5. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order

END OF DOCUMENT

Prepared and presented by:

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil

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Exhibit 1

Rejection Schedule

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Miami Dolphins, Ltd.	Sponsorship Agreement	07/30/2025
Geotab USA, Inc.	Services Agreement	07/30/2025
ServiceTitan, Inc.	Services Agreement	07/30/2025

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