

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION

In re:

AFH AIR PROS, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

Re: Docket Nos. 478, 479, 613

**NOTICE OF FILING OF REVISED PROPOSED 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 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”)<sup>2</sup> 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 August 4, 2025, the Debtors filed the *Notice of Filing of Proposed Findings of Fact, Conclusions of Law, and Order (I) Approving the Second Amended Disclosure Statement for the Second Amended Chapter 11 Plan of Liquidation*

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings attributed to such terms in the Plan or Disclosure Statement, as applicable.



of AFH Air Pros, LLC and its Debtor Affiliates on a Final Basis; and (II) Confirming the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates [Docket No. 613] (the “Proposed Confirmation Order”).

**PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit A** is a revised Proposed Confirmation Order (the “Revised Proposed Confirmation Order”), which reflects clarifying revisions and comments as well as a Supplemental Opt-Out Procedure and Supplemental Opt-Out Notice (each as defined therein) solely with respect to Holders of Interests in Air Pros Solutions Holdings, LLC.

**PLEASE TAKE FURTHER NOTICE** that a redline comparison showing changes to the Proposed Confirmation Order is attached hereto as **Exhibit B**.

**PLEASE TAKE FURTHER NOTICE THAT** 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: August 19, 2025

Respectfully submitted,

**GREENBERG TRAURIG, LLP**

/s/ David B. Kurzweil

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*Counsel for the Debtors and Debtors in Possession*

**Exhibit A**

(Revised Proposed Confirmation Order)

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION

In re:

AFH AIR PROS, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

**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 CHAPTER 11 PLAN OF**  
**LIQUIDATION OF AFH AIR PROS, LLC AND ITS DEBTOR AFFILIATES**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”),  
having:<sup>2</sup>

- a. commenced, on March 16, 2025 (the “Petition Date”), these chapter 11 cases (these “Chapter 11 Cases”) by filing voluntary petitions in the United States Bankruptcy Court for the Northern District of Georgia (the “Court”) for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”);
- b. filed on May 30, 2025, (i) the *Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 431] and (ii) the *Disclosure Statement for the Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 432];
- c. filed on May 30, 2025, the *Motion of the Debtors for Entry of an Order (A) Approving the Disclosure Statement on an Interim Basis, (B) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, (C) Approving the Form of Ballot and Solicitation Materials, (D) Establishing Voting Record Date, (E) Fixing the Date, Time, and Place for the Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan and the*

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined in this order (the “Confirmation Order”) shall have the meanings given to them in the *Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates*, attached hereto as **Exhibit A**. The rules of interpretation set forth in **Article I.B** of the Plan shall apply to this Confirmation Order.

*Deadline for Filing Objections Thereto, and (F) Approving Related Notice Procedures and Deadlines* [Docket No. 433];

- d. filed on June 4, 2025, June 12, 2025, June 16, 2025, and July 1, 2025, certain Notices of Sale Closing Dates [see Docket Nos. 437, 438, 446, 447, 454, and 507] related to the sale of substantially all of the Debtors' operating assets;
- e. filed on June 13, 2025, (i) the *Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 448] and (ii) the *Amended Disclosure Statement for the Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 449];
- f. filed on June 18, 2025, (i) the *Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 461] (the "Original Second Amended Plan"), and (ii) the *Second Amended Disclosure Statement for the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 462] (the "Original Second Amended Disclosure Statement");
- g. filed on June 23, 2025, the *Notice of Filing Further Modified Proposed Order (A) Approving the Disclosure Statement on an Interim Basis, (B) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, (C) Approving the Form of Ballot and Solicitation Materials, (D) Establishing Voting Record Date, (E) Fixing the Date, Time, and Place for the Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan and the Deadline for Filing Objections Thereto, and (F) Approving Related Notice Procedures and Deadlines* [Docket No. 474];
- h. obtained, on June 24, 2025, entry of the *Order (A) Approving the Disclosure Statement on an Interim Basis, (B) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, (C) Approving the Form of Ballot and Solicitation Materials, (D) Establishing Voting Record Date, (E) Fixing the Date, Time, and Place for the Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan and the Deadline for Filing Objections Thereto, and (F) Approving Related Notice Procedures and Deadlines* [Docket No. 477] (the "Solicitation Procedures Order"), which Solicitation Procedures Order approves the Disclosure Statement on an interim basis, and approves the solicitation procedures (the "Solicitation Procedures") and related notices, forms, and ballots (collectively, the "Solicitation Packages");
- i. filed on June 24, 2025, (i) the *Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 478] (the "Second Amended Plan"), and as may be amended, supplemented, or otherwise modified from time to time, and including all exhibits and supplements thereto, the "Plan"; and (ii) the *Second Amended Disclosure Statement for the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 479] (the "Second Amended Disclosure Statement" and as may be

amended, supplemented, or otherwise modified from time to time, and including all exhibits and supplements thereto, the “Disclosure Statement”);

- j. caused the Solicitation Packages, notice of the hearing to consider final approval of the Disclosure Statement and confirmation of the Plan (the “Combined Hearing”) and deadline for objecting to confirmation of the Plan, notice of the Third-Party Release and process for opting out, and non-voting notices to be distributed in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the Solicitation Procedures Order, as evidenced by, among other things, the *Certificate of Service* dated July 21, 2025 [Docket No. 564] and the *Supplemental Certificate of Service* dated July 28, 2025 [Docket No. 596] (together, the “Initial Solicitation Affidavit”);
- k. filed on July 14, 2025, the *Notice of Filing of (I) Identity and Compensation of the 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. 554] and caused it to be distributed on that same day as evidenced by the *Certificate of Service* [Docket No. 566] (the “Initial Plan Supplement Affidavit”);
- l. filed on July 18, 2025, the *Notice of Filing of Plan Supplement to the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 562] (the “Plan Supplement”), and caused it to be distributed on that same day as evidenced by the *Certificate of Service* [Docket No. 569] (the “Supplemental Plan Supplement Affidavit”);
- m. filed on August 1, 2025, the *Notice of Filing of Amended Plan Supplement to the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 608], and caused it to be distributed that same day as evidenced by the *Certificate of Service* [Docket No. 612] (the “Second Supplemental Plan Supplement Affidavit”);
- n. filed on August 1, 2025, the *Declaration of Sydney Reitzel, on Behalf of Kurtzman Carson Consultants LLC d/b/a Verita Global, Regarding Solicitation and Tabulation of Ballots Cast on the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 607] (the “Voting Report”);
- o. filed on August 4, 2025, the *Debtors’ Memorandum of Law in Support of Final Approval of the Disclosure Statement and Confirmation of Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 610] (the “Confirmation Brief”);
- p. filed on August 4, 2025, the *Declaration of Andrew D.J. Hede in Support of Confirmation of the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 611] (the “Hede Declaration”);



- q. caused, among other pleadings, the Confirmation Brief and the Hede Declaration to be served to the parties listed in that certain *Certificate of Service* [Docket No. 617] (the “Initial Confirmation Materials Affidavit”);
- r. filed on August 5, 2025, the *Notice of Filing of Second Amended Plan Supplement to the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 616], and caused it to be distributed that same day as evidenced by the *Certificate of Service* [Docket No. 620] (collectively with the Initial Plan Supplement Affidavit, the Supplemental Plan Supplement Affidavit, and the Second Supplemental Plan Supplement Affidavit, the “Plan Supplement Affidavits”);
- s. filed on August 18, 2025, the *Supplemental Declaration of Andrew D.J. Hede in Support of Confirmation of the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 649] (the “Supplemental Hede Declaration”, and together with the Supplemental Confirmation Brief, the “Supplemental Confirmation Documents”);
- t. filed on August 18, 2025, the *Debtors’ Supplemental Brief in Support of Confirmation of the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 648] (the “Supplemental Confirmation Brief”); and
- u. caused the Supplemental Confirmation Documents to be served on the parties listed in that certain *Certificate of Service* [Docket No. •] (together with the Initial Confirmation Materials Affidavit, the “Confirmation Materials Affidavits”).

This Court having:

- a. entered the Solicitation Procedures Order on June 24, 2025;
- b. set July 28, 2025, at 4:00 p.m. (prevailing Eastern Time) (the “Voting and Plan Objection Deadline”) as the deadline for voting on the Plan and deadline for filing objections final approval of the Disclosure Statement and/or confirmation of the Plan;
- c. set August 6, 2025, at 1:00 p.m. (prevailing Eastern Time) as the date and time for the commencement of the Combined Hearing to consider final approval of the Disclosure Statement and confirmation of the Plan in accordance with Bankruptcy Rules 3017 and 3018 and sections 1126, 1128, and 1129 of the Bankruptcy Code;
- d. set August 20, 2025, at 1:00 p.m. (prevailing Eastern Time) as the date and time for the continued Combined Hearing pursuant to the Order Setting Continued Hearing to Provide Opportunity to Supplement Record of Hearing to Consider Confirmation of Debtors’ Second Amended Plan of Reorganization [Docket No. 642];
- e. reviewed the Disclosure Statement, the Plan, the Plan Supplement, the Confirmation Brief, the Voting Report, the Hede Declaration, and all pleadings,

exhibits, statements, responses, and comments regarding final approval of the Disclosure Statement and confirmation of the Plan (“Confirmation”), including all objections, statements, and reservations of rights Filed by parties in interest on the docket of these Chapter 11 Cases;

- f. held the Combined Hearing;
- g. heard the statements and arguments made by counsel in respect of final approval of the Disclosure Statement and Confirmation;
- h. considered all oral representations, live testimony, written direct testimony, designated deposition testimony, exhibits, documents, filings, and other evidence presented at the Combined Hearing;
- i. entered rulings on the record at the Combined Hearing;
- j. overruled all objections to the Disclosure Statement, the Plan, and to Confirmation, except as otherwise stated or indicated on the record, and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated; and
- k. taken judicial notice of all papers and pleadings Filed in these Chapter 11 Cases.

NOW THEREFORE, it appearing to the Court that notice of the Combined Hearing and the opportunity for any party-in-interest to object to the adequacy of the Disclosure Statement and confirmation of the Plan have been good and sufficient, and the legal and factual bases set forth in the documents filed in support of confirmation of the Plan, including the Confirmation Brief, the Voting Declaration, and the Hede Declaration, establish just cause for the relief granted herein, after due deliberation thereon and good cause appearing therefor, and the Court, having considered statements of counsel at the Combined Hearing and all evidence of record, including the Voting Declaration and the Hede Declaration, and for the reasons stated on the record at the Combined Hearing, the Court hereby FINDS, DETERMINES, AND CONCLUDES as follows:

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

IT IS HEREBY DETERMINED, FOUND, ADJUDGED, DECREED, AND ORDERED  
THAT:



**A. Jurisdiction and Venue**

1. Final approval of the Disclosure Statement and Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2). The Court has subject matter jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334. The Debtors have confirmed their consent, pursuant to Rule 7008, to the entry of a final order by the Court in accordance with the terms set forth herein to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution. The Debtors are proper plan proponents under section 1121(a) of the Bankruptcy Code.

**B. Eligibility for Relief**

2. The Debtors were and continue to be entities eligible for relief under section 109 of the Bankruptcy Code.

**C. Commencement and Joint Administration of these Chapter 11 Cases**

3. On the Petition Date, the Debtors commenced these Chapter 11 Cases. On March 27, 2025, the Court entered an amended order [Docket No. 85] authorizing the joint administration of these Chapter 11 Cases in accordance with Bankruptcy Rule 1015(b). The Debtors have operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases.

**D. Appointment of Creditors' Committee**

4. On March 31, 2025, the U.S. Trustee appointed the Official Committee of Unsecured Creditors (the "Creditors' Committee") to represent the interests of the unsecured creditors of the Debtors in these Chapter 11 Cases [Docket No. 111].

**E. Disclosure Statement and Plan**

5. On June 24, 2025, the Court entered the Solicitation Procedures Order, which, among other things, (a) approved on an interim basis the Disclosure Statement as containing “adequate information” pursuant to section 1125(a) of the Bankruptcy Code subject to final approval at the Combined Hearing and (b) authorized the Debtors to solicit acceptances for the Plan.

6. Also on June 24, 2025, the Debtors filed the solicitation versions of the Disclosure Statement and Plan. Pursuant to the Solicitation Procedures Order, on June 30, 2025, the Debtors caused the Solicitation Packages, notice of the Combined Hearing and deadline for objecting to confirmation of the Plan, notice of the Third-Party Release, and process for opting out, and non-voting notices to be distributed to creditors and parties in interest entitled to receive such Solicitation Packages and notices in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Solicitation Procedures Order, and the Complex Case Procedures.

**F. Plan Supplement**

7. The Plan Supplement complies with the terms of the Plan, and the Debtors provided good and proper notice of the filing in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Solicitation Procedures Order, and the facts and circumstances of these Chapter 11 Cases. No other or further notice is or will be required with respect to the Plan Supplement.

**G. Objections Overruled**

8. Any resolution or disposition of objections (whether formal or informal), reservations of rights, statements, or joinders with respect to approval of the Disclosure Statement on a final basis and Confirmation of the Plan explained or otherwise ruled upon by the Court on the record at the Combined Hearing is hereby incorporated by reference. All unresolved objections, reservations of rights, statements, and joinders are hereby overruled on the merits.

## **H. Adequacy of the Disclosure Statement**

9. The Disclosure Statement contains extensive material information regarding the Debtors so that parties entitled to vote on the Plan could make informed decisions regarding the Plan. Additionally, the Disclosure Statement contains “adequate information” as such term is defined in section 1125(a) of the Bankruptcy Code and used in section 1126(b)(2) of the Bankruptcy Code with respect to the Debtors, the Plan, and the transactions contemplated therein.

## **I. Solicitation Procedures Order**

10. On June 24, 2025, the Court entered the Solicitation Procedures Order, which, among other things, set the Voting and Plan Objection Deadline and approved the Disclosure Statement on an interim basis.

## **J. Transmittal and Mailing of Materials; Notice**

11. As evidenced by the Solicitation Affidavit, the Plan Supplement Affidavits, the Confirmation Materials Affidavits, and the Voting Report, the Debtors provided due, adequate, and sufficient notice of the Plan, the Disclosure Statement, the Solicitation Procedures Order, the Solicitation Packages, the Plan Supplement, and all the other materials distributed by the Debtors in connection with the Confirmation of the Plan in compliance with the Bankruptcy Rules, including Bankruptcy Rules 2002(b), 3017, 3019, and 3020(b), the *Local Rules of the United States Bankruptcy Court For the Northern District of Georgia* (the “Local Rules”), the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”), and the Solicitation Procedures. The Debtors provided due, adequate, and sufficient notice of the Voting and Plan Objection Deadline, the Combined Hearing, and any applicable bar dates and hearings described in the Solicitation Procedures Order in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex

Case Procedures, and the Solicitation Procedures Order. No other or further notice is or shall be required.

**K. Solicitation**

12. The Debtors solicited votes for acceptance and rejection of the Plan in good faith, and such solicitation complied with sections 1125 and 1126, and all other applicable sections, of the Bankruptcy Code, Bankruptcy Rules 3017, 3018, and 3019, the Solicitation Procedures Order, the Local Rules, and all other applicable rules, laws, and regulations.

**L. Voting Report**

13. Before the Combined Hearing, the Debtors Filed the Voting Report. The procedures used to tabulate ballots were fair and conducted in accordance with the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations.

14. Holders of Claims in Classes 3 and 4 (collectively, the “Voting Classes”) were eligible to vote to accept or reject the Plan in accordance with the Solicitation Procedures. Holders of Claims in Classes 1 and 2 (together, the “Deemed Accepting Classes”) are Unimpaired and conclusively presumed to accept the Plan and, therefore, did not vote to accept or reject the Plan. Holders of Claims or Interests in Classes 5, 6, and 7 (collectively, the “Deemed Rejecting Classes”) are Impaired and conclusively presumed to reject the Plan and, therefore, did not vote to accept or reject the Plan.

**M. Bankruptcy Rule 3016**

15. The Plan was dated and identified the entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The Debtors appropriately filed the Disclosure Statement and the Plan with the Court, thereby satisfying Bankruptcy Rule 3016(b). The injunction, release, and exculpation provisions of the Disclosure Statement and the Plan are in bold font and with specific

and conspicuous language, and the Plan and Disclosure Statement describe all acts to be enjoined and identify the entities that will be subject to the injunction, thereby satisfying Bankruptcy Rule 3016(c).

**N. Burden of Proof**

16. The Debtors have met their burden of proving the elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, the applicable evidentiary standard for confirmation. Each witness who testified on behalf of the Debtors in connection with the Combined Hearing in support of the Disclosure Statement, the Plan, and Confirmation was credible, reliable, and qualified to testify as to the topics addressed in his or her testimony.

**O. Compliance with the Requirements of Section 1129 of the Bankruptcy Code**

17. The Plan complies with all applicable provisions of section 1129 of the Bankruptcy Code as follows:

**a. Section 1129(a)(1) – Compliance of the Plan with Applicable Provisions of the Bankruptcy Code**

18. The Plan complies with all applicable provisions of the Bankruptcy Code, including sections 1122 and 1123, as required by section 1129(a)(1) of the Bankruptcy Code.

**i. Sections 1122 and 1123(a)(1) – Proper Classification**

19. The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. In accordance with sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Interests into seven different Classes, based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Claims, DIP Lender Claims, Professional Fee Claims, and Priority Tax Claims, which are addressed in Article II of the Plan and are required not to be designated as separate Classes by section 1123(a)(1) of the Bankruptcy Code). Valid business, factual, and legal

reasons exist for the separate classification of the various Classes of Claims and Interests created under the Plan, the classifications were not implemented for any improper purpose, and the creation of such Classes does not unfairly discriminate between or among holders of Claims or Interests.

20. In accordance with section 1122(a) of the Bankruptcy Code, each Class of Claims or Interests contains only Claims or Interests substantially similar to the other Claims or Interests within that Class. Accordingly, the Plan satisfies the requirements of sections 1122(a), 1122(b), and 1123(a)(1) of the Bankruptcy Code.

**ii. Section 1123(a)(2) – Specification of Unimpaired Classes**

21. Article III of the Plan specifies that Claims in the Deemed Accepting Classes are Unimpaired under the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code.

**iii. Section 1123(a)(3) – Specification of Treatment of Voting Classes**

22. Article III of the Plan specifies the treatment of each Voting Class under the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code.

**iv. Section 1123(a)(4) – No Discrimination**

23. Article III of the Plan provides the same treatment to each Claim or Interest in any particular Class, as the case may be, unless the holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim or Interest. Accordingly, the Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.

**v. Section 1123(a)(5) – Adequate Means for Plan Implementation**

24. The Disclosure Statement, the Plan, and the various documents included in the Plan Supplement provide adequate and proper means for the Plan's execution and implementation, including: (a) the cancellation of certain existing agreements, obligations, instruments, and Claims

and Interests; (b) the appointment of the Plan Administrator to administer the Plan and effectuate the Wind Down of the Wind Down Debtors in accordance with the Wind Down Agreement and the Plan; (c) the establishment and funding of the Litigation Trust pursuant to the Litigation Trust Agreement and the transfer of the Litigation Trust Assets to the Litigation Trust free and clear of all Liens, Claims, charges, or other encumbrances, subject only to the Litigation Trust Interests; (d) the vesting of all Remaining Assets not transferred to the Litigation Trust or otherwise distributed on the Effective Date in the Wind Down Debtors; (e) effectuating the Creditors' Committee Settlement; and (f) the execution, delivery, filing, or recording of all contracts, securities, instruments, releases, and other agreements or documents in furtherance of the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

**vi. Section 1123(a)(6) – Non-Voting Equity Securities**

25. No equity securities are being issued pursuant to the Plan. Additionally, section 1123(a)(6) of the Bankruptcy Code applies solely to corporate debtors. The Debtors in these Chapter 11 Cases are limited liability companies or limited liability partnerships and, therefore, do not fall within the definition of a “corporation” under section 101(9) of the Bankruptcy Code. Accordingly, section 1123(a)(6) does not apply to the Plan.

**vii. Section 1123(a)(7) – Directors, Officers, and Trustees**

26. The Plan provides for the appointment of a Plan Administrator on the Effective Date, which appointee will succeed to the powers of the Debtors' officers, directors, and shareholders. The Plan Administrator is designated as the representative of the Wind Down Debtors' Estates under section 1123(b)(3)(B) of the Bankruptcy Code. The Plan Administrator is selected jointly by the Debtors and the Lenders, ensuring creditor involvement and alignment with creditor interests. Additionally, the initial Litigation Trustee (Olympus Guardians LLC) has been selected by the Creditors' Committee, which represents the interests of General Unsecured



Creditors, which are the beneficiaries of the Litigation Trust. The Debtors have disclosed the identity of the Plan Administrator and the Litigation Trustee in the Plan Supplement. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

**b. Section 1123(b) – Discretionary Contents of the Plan**

27. The Plan contains various provisions that may be construed as discretionary and not necessary for confirmation under the Bankruptcy Code. Any such discretionary provision complies with section 1123(b) of the Bankruptcy Code and is not inconsistent with the applicable provisions of the Bankruptcy Code. Thus, the Plan satisfies section 1123(b).

**i. Impairment/Unimpairment of Any Class of Claims or Interests**

28. Pursuant to the Plan, Article III of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims or Interests, as contemplated by section 1123(b)(1) of the Bankruptcy Code.

**ii. Assumption and Rejection of Executory Contracts and Unexpired Leases**

29. Article VI of the Plan addresses the assumption and rejection of executory contracts and unexpired leases and meets the requirements of section 365(b) of the Bankruptcy Code. Consistent with section 1123(b)(2) of the Bankruptcy Code, Article VI.A of the Plan provides that on the Effective Date, except as otherwise provided in the Plan, each Debtor will be deemed to have rejected each Executory Contract or Unexpired Lease to which such Debtor is a party, unless such Executory Contract or Unexpired Lease (i) was previously assumed, assumed and assigned, or rejected; (ii) was previously expired or terminated pursuant to its own terms; or (iii) is the subject of a motion or notice to assume or reject Filed on or before the Confirmation Date.

**iii. Compromise and Settlement**

30. As permitted by section 1123(b)(3)(A) of the Bankruptcy Code, Article IV.H of the Plan provides for the Creditors' Committee Settlement and Article X of the Plan provides for

releases of certain Claims and Causes of Action owned by the Debtors or the Debtors' Estates. Accordingly, the Plan is consistent with section 1123(b) of the Bankruptcy Code.

**(1) Creditors' Committee Settlement**

31. The Creditors' Committee Settlement entered into by the Debtors, the Lenders, and the Creditors' Committee, described in more detail in Article VI.J of the Disclosure Statement and as incorporated into the Plan, is in accordance with section 1123(b)(3)(A) of the Bankruptcy Code and represents a valid exercise of the Debtors' business judgment. The Creditors' Committee Settlement was entered into in good faith and is: (a) the product of extensive arms'-length negotiations by and between the Debtors, the Lenders, and the Creditors' Committee; (b) in the best interests of the Debtors, their Estates, and the Holders of Claims and Interests; (c) fair, equitable, and reasonable; (d) an integral element of the transactions incorporated into the Plan; and (e) consistent with sections 105, 1123, and 1129 of the Bankruptcy Code, other provisions of the Bankruptcy Code, Bankruptcy Rule 9019, and other applicable law.

**(2) Debtor Release**

32. The release of Claims and Causes of Action by the Debtors set forth in Article X.C of the Plan (the "Debtor Release") is in accordance with section 1123(b) of the Bankruptcy Code and represents a valid exercise of the Debtors' business judgment under Bankruptcy Rule 9019. The Debtor Release is fair, equitable, reasonable, and in the best interests of the Debtors' Estates, is a key component of the Plan, and otherwise constitutes a settlement of Claims and Causes of Action under section 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019.

33. Releases of the Released Parties by the Debtors and the Releasing Parties are critically important to the success of the Plan and implement the concessions and compromises made by the parties to these Chapter 11 Cases and the transactions contemplated by the Plan. The

Released Parties played an integral role in the formulation and implementation of the Plan. The Plan reflects the settlement and resolution of several complex issues, and the Debtor Release is an integral part of the consideration to be provided in exchange for the compromises and resolutions embodied in the Plan.

34. This Confirmation Order constitutes the Court's approval, pursuant to section 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the liquidation and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors, the Debtors' Estates and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Wind Down Debtors, or their respective Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release. For the avoidance of doubt, the Debtor Release shall not, and shall not be interpreted or deemed to, release any Litigation Trust Claims.

### **(3) Third-Party Release**

35. The release by the Releasing Parties set forth in Article X.D of the Plan (the "Third-Party Release"), is an essential provision of the Plan and is appropriately tailored under the facts and circumstances of the Chapter 11 Cases. The Third-Party Release constitutes consensual releases for the Released Parties by the Releasing Parties.

36. The Ballots (in the form approved by the Solicitation Procedures Order and distributed by the Debtors) explicitly stated that a vote to accept the Plan constitutes an acceptance

and consent to the releases set forth in the Plan and included the Third-Party Release. In addition, the Third-Party Release was conspicuously disclosed in boldface type in the Plan, the Disclosure Statement, the notice to holders of Unimpaired Claims and Interests, the notice to Holders of Impaired Claims and Interests that will not receive distributions or retain property under the Plan, and other notices in the Solicitation Packages, each of which provided parties in interest with sufficient notice of the Third-Party Release. Thus, subject to the supplemental opt-out procedure approved herein that applies solely to the Holders of Interests in Air Pros Solutions Holdings, LLC (“Holdings”) (the “Supplemental Opt-Out Procedure”), each Releasing Party was given due and adequate notice that they would be granting the Third-Party Release by voting to accept the Plan, failing to opt out of the Third-Party Release if voting against the Plan, abstaining from voting on the Plan, failing to object to the Third-Party Release prior to the deadline to object to Confirmation of the Plan or as otherwise described in the Plan. Accordingly, the Third-Party Release is consensual.

37. Supplemental Opt-Out Procedure. The Statement of Financial Affairs for Holdings [Case No. 25-10363, Docket No. 10] identifies nine members of Holdings (collectively, the “Holdings Members”). As set forth in the Initial Solicitation Affidavit, each of the Holdings Members was served with the Combined Hearing Notice. The Combined Hearing Notice provided the Holdings Members with notice of the Disclosure Statement, the Plan, the Combined Hearing, the deadline to object to the Plan, and the releases, exculpations, and injunctions contained in the Plan, including the Third-Party Release and the process for opting out of the Third-Party Release and method for requesting an appropriate opt-out form from the Claims and Noticing Agent. Notwithstanding the foregoing, within three business days of the entry of this Confirmation Order, the Debtors shall mail or cause to be mailed a copy of the Supplemental Notice of Opt-Out Form

Regarding Third-Party Releases, in substantially the form attached hereto as **Exhibit B** (the “Supplemental Opt-Out Notice”), on each of the Holdings Members. Any Holdings Member that does not submit the opt-out form included in the Supplemental Opt-Out Notice in accordance with the instructions therein on or before **September 19, 2025, at 4:00 p.m. (prevailing Eastern Time)** shall be deemed to be a “Releasing Party” under the Plan.

38. Deemed Consent. Additionally, the Third-Party Release provides that any creditor or interest-holder who did not (i) return a Ballot or opt-out election form or (ii) file an objection to the Third-Party Release, that believes that its individual circumstances related to its ability to return a Ballot or opt-out election form opting out of the Third-Party Release or to object to the Third-Party Release are such that it should not be deemed to have consented to such Third-Party Release as a result of such failure, may seek relief from this Court to exercise its rights and claims free of the Third-Party Release by rebutting the presumption that its failure to return a Ballot or opt-out election form opting out of the Third Party Release or to object to the Third-Party Release should be deemed to represent its consent to the Third Party Release. In any pleading regarding this provision filed with the Court, any party seeking such relief must: (i) identify the claim(s) or types of claims the party wishes to pursue, (ii) identify the parties or the types of parties against such claims will be asserted, and (iii) state with particularity why such party should not be deemed to have consented to the Third-Party Release as a result of such party’s failure to timely return a Ballot or opt-out election form or file an objection to the Third-Party Release.

39. This Confirmation Order constitutes the Court’s approval, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Court’s finding that the Third-Party Release is: (a) consensual;

(b) essential to the Confirmation of the Plan, important to the overall objectives of the Plan and an essential means of implementing the Plan pursuant to section 1123(a)(5) of the Bankruptcy Code; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the liquidation and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) materially beneficial to, and in the best interests of the Debtors and their respective Estates and stakeholders; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release; (i) within the jurisdiction of this Court under 28 U.S.C. §§ 1334(a), 1334(b), and 1334(d); and (j) consistent with sections 105, 1123, 1129, and 1141 and other applicable provisions of the Bankruptcy Code.

**(4) Exculpation**

40. The exculpation provisions set forth in Article X.E of the Plan are essential to the Plan. The record in these Chapter 11 Cases fully supports the exculpation provisions set forth in Article X.E of the Plan.

**(5) Injunction**

41. The injunction provisions set forth in Article X.F of the Plan are essential to the Plan and are necessary to implement the Plan and to preserve and enforce the Debtor Release, the Third-Party Release, and the exculpation provisions in Article X.E of the Plan. Such injunction provisions are appropriately tailored to achieve those purposes.

**c. Section 1129(a)(2) – Compliance of the Debtors and Others with the Applicable Provisions of the Bankruptcy Code**

42. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code,

including sections 1122, 1123, 1124, 1125, 1126, and 1128, and Bankruptcy Rules 3017, 3018, and 3019.

43. The Debtors and their agents solicited votes to accept or reject the Plan after the Court approved the adequacy of the Disclosure Statement on an interim basis pursuant to section 1125(a) of the Bankruptcy Code and the Solicitation Procedures Order.

44. The Debtors and each of their agents have solicited and tabulated votes on the Plan and have participated in the activities described in section 1125 of the Bankruptcy Code fairly, in good faith within the meaning of section 1125(e), and in a manner consistent with the applicable provisions of the Solicitation Procedures Order, the Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and all other applicable rules, laws, and regulations and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Article X.E of the Plan.

45. The Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the offering, issuance, and distribution of recoveries under the Plan and therefore are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or distributions made pursuant to the Plan, so long as such distributions are made consistent with and pursuant to the Plan.

**d. Section 1129(a)(3) – Proposal of Plan in Good Faith**

46. The Debtors have proposed the Plan in good faith and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases, the Plan itself, and



the process leading to its formulation. The Debtors' good faith is evident from the facts and record in these Chapter 11 Cases, the Disclosure Statement, the hearing on interim approval of the Disclosure Statement, and the record of the Combined Hearing and other proceedings in these Chapter 11 Cases.

47. The Plan is the product of good faith, arms'-length negotiations by and among the Debtors and their key constituents, including the Creditors' Committee, the Prepetition Lenders, and the DIP Lenders. The Plan itself and the process leading to its formulation provide independent evidence of the Debtors' and such other parties' good faith and assure the fair treatment of holders of Claims or Interests. Consistent with the overriding purpose of chapter 11, the Debtors filed these Chapter 11 Cases with the belief that the marketing and sale of substantially all of their assets pursuant to section 363 of the Bankruptcy Code would maximize the value of their assets for all stakeholders. The Plan was negotiated and proposed with the intention of implementing a structured wind-down of the Debtors' estates to, among other things, liquidate remaining assets and distribute proceeds to creditors in accordance with the priority scheme of the Bankruptcy Code and the terms of the Plan, and for no ulterior purpose. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

**e. Section 1129(a)(4) – Court Approval of Certain Payments as Reasonable**

48. The procedures set forth in the Plan for the Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, satisfy the objectives of, and are in compliance with, Bankruptcy Code section 1129(a)(4). Payment of Professional Fee Claims for services rendered from the Petition Date through the Effective Date are subject to the approval of this Court. Accordingly, the Plan satisfies the requirements of section 1129(a)(4).

**f. Section 1129(a)(5) – Disclosure of Directors and Officers and Consistency with the Interests of Creditors and Public Policy**

49. On the Effective Date, the Plan Administrator will be appointed and will succeed to such powers as would have been applicable to the Debtors' officers, directors, and shareholders. The identities of the Plan Administrator, the Litigation Trustee, and the Litigation Trust Advisory Committee were disclosed in the Plan Supplement. Accordingly, the Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

**g. Section 1129(a)(6) – Rate Changes**

50. The Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission and therefore will not require governmental regulatory approval. Therefore, section 1129(a)(6) of the Bankruptcy Code does not apply to the Plan.

**h. Section 1129(a)(7) – Best Interests of Holders of Claims and Interests**

51. The evidence in support of the Plan and Disclosure Statement that was proffered or adduced at the Combined Hearing, and the facts and circumstances of these Chapter 11 Cases, establish that each holder of an Allowed Claim or Allowed Interest in each Class will recover as much or more value under the Plan on account of such Claim or Interest, as of the Effective Date, than the amount such holder would receive if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code, as evidenced by the liquidation analysis attached as Exhibit D to the Disclosure Statement. As a result, the Debtors have demonstrated that the Plan is in the best interest of their creditors and equity holders and the requirements of section 1129(a)(7) of the Bankruptcy Code are satisfied.

**i. Section 1129(a)(8) – Conclusive Presumption of Acceptance by Unimpaired Classes; Acceptance of the Plan by Certain Voting Classes**

52. The Classes that are Unimpaired under the Plan are deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. With respect to Classes entitled to vote on the Plan, Class 3 (Prepetition Lender Secured Claims) and Class 4 (General Unsecured Claims) are impaired and have voted to accept the Plan. Finally, with respect to any Class that voted, or is deemed, to reject the Plan, the Plan is confirmable because the Plan does not discriminate unfairly and is fair and equitable with respect to each such Class and thus satisfies section 1129(b) of the Bankruptcy Code with respect to such Classes as described further below. As a result, the requirements of section 1129(a)(8) of the Bankruptcy Code are satisfied.

**j. Section 1129(a)(9) – Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code**

53. The treatment of Administrative Claims, Professional Fee Claims, DIP Lender Claims, and Priority Tax Claims under Article II of the Plan satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

**k. Section 1129(a)(10) – Acceptance by at Least One Voting Class**

54. As set forth in the Voting Report, Classes 3 and 4 voted to [accept] the Plan, and at least one Voting Class has accepted the Plan for each Debtor, determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code). Accordingly, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.

**l. Section 1129(a)(11) – Feasibility of the Plan**

55. As evidenced by the Hede Declaration, the Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The evidence supporting the Plan proffered or adduced by the Debtors at or before the Combined Hearing: (a) is reasonable, persuasive, credible, and accurate as of the dates

such evidence was prepared, presented, or proffered; (b) has not been controverted by other persuasive evidence; (c) establishes that the Plan is feasible and Confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization; (d) establishes that the Wind Down Debtors and Litigation Trust will have sufficient funds available to meet their obligations under the Plan – including sufficient amounts of Cash to fund the Wind Down Cash Amount, the Professional Fee Reserve Amount, the Litigation Trust Funding Amount, and ensure payment of Allowed Claims that will receive Cash distributions pursuant to the terms of the Plan; and (e) establishes that the Debtors or the Wind Down Debtors, as applicable, will have the financial wherewithal to pay any Claims that accrue, become payable, or are allowed by Final Order following the Effective Date. Accordingly, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

**m. Section 1129(a)(12) – Payment of Statutory Fees**

56. Notwithstanding anything to the contrary in the Plan, all fees payable to the U.S. Trustee through the Effective Date pursuant to 28 U.S.C. § 1930 (“Statutory Fees”) shall be paid on or as soon as practicable after the Effective Date. The Debtors, for periods accruing prior to the Effective Date, and the Wind Down Debtors and Litigation Trust (with respect to disbursements made by the Litigation Trustee from the Litigation Trust), for periods accruing on and after the Effective Date, shall be liable to pay Statutory Fees to the U.S. Trustee in accordance with 28 U.S.C. § 1930 until the earliest to occur of the particular Debtors’ case being converted to a case under chapter 7, dismissed, or closed; provided, for the avoidance of doubt, the Debtors and the Wind Down Debtors shall be solely liable to pay Statutory Fees on account of the payment of the Litigation Trust Funding Amount to the Litigation Trust. The Wind Down Debtors shall File post-confirmation quarterly reports, or any pre-confirmation monthly operating reports not Filed as of the Combined Hearing, in conformance with the U.S. Trustee Guidelines, which reports shall

include a separate schedule of disbursements made by the Litigation Trust during the applicable period. All Statutory Fees that are paid by the Wind Down Debtors on account of disbursements made by the Litigation Trust (other than the Litigation Trust Funding Amount) shall be reimbursed by the Litigation Trust to the Wind Down Debtors. The U.S. Trustee shall not be required to File a request for payment of its quarterly fees, which shall be deemed an Administrative Claim against the Debtors and their Estates.

**n. Section 1129(a)(13), (14), (15), and (16) – Retiree Benefits, Domestic Support Obligations, Individuals, and Nonprofit Corporations**

57. The Debtors do not provide any retiree benefits or owe any domestic support obligations, are not individuals, and are not nonprofit corporations. Therefore, sections 1129(a)(13), (14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to these Chapter 11 Cases.

**o. Section 1129(b) – Confirmation of Plan Over Nonacceptance of Classes**

58. With respect to the Classes that have not accepted the Plan (the “Non-Accepting Classes”), the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code because: (a) at least one Voting Class voted to accept the Plan; and (b) the Plan does not discriminate unfairly and is fair and equitable with respect to the Non-Accepting Classes. Specifically, the Plan is fair and equitable with respect to each Non-Accepting Class because no Holder of a Claim or Interest that is junior to the Claims and Interests in the Non-Accepting Classes will receive or retain any property on account of such junior Claim or Interest. As a result, the Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Thus, the Plan may be confirmed even though section 1129(a)(8) of the Bankruptcy Code is not satisfied. After entry of this Confirmation Order and upon the occurrence of the Effective Date, the Plan shall be binding upon the members of the Voting Classes that voted to reject the Plan.

**p. Section 1129(c) – Only One Plan**

59. Other than the Plan (including previous versions thereof), no other plan has been filed in these Chapter 11 Cases. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code are satisfied.

**q. Section 1129(d) – Principal Purpose of the Plan Is Not Avoidance of Taxes or Section 5 of the Securities Act**

60. No Governmental Unit has requested that the Court refuse to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. As evidenced by its terms, the principal purpose of the Plan is not such avoidance. Accordingly, the requirements of section 1129(d) of the Bankruptcy Code have been satisfied.

**r. Section 1129(e) – Not Small Business Cases**

61. These Chapter 11 Cases are not small business cases, and accordingly, section 1129(e) of the Bankruptcy Code does not apply to these Chapter 11 Cases.

**s. Satisfaction of Confirmation Requirements**

62. Based upon the foregoing and all other pleadings and evidence proffered or adduced at or prior to the Combined Hearing, the Plan and the Debtors, as applicable, satisfy all the requirements for plan confirmation set forth in section 1129 of the Bankruptcy Code.

**P. Good Faith**

63. The Debtors have proposed the Plan in good faith, with the legitimate and honest purpose of maximizing the value of the Debtors' Estates for the benefit of their stakeholders. The Plan accomplishes this goal. Accordingly, the Debtors have been, are, and will continue acting in good faith if they proceed to: (a) consummate the Plan and the agreements, settlements, transactions, and transfers contemplated thereby; and (b) take the actions authorized and directed

or contemplated by this Confirmation Order or the Plan. Therefore, the Plan has been proposed in good faith to achieve a result consistent with the objectives and purposes of the Bankruptcy Code.

**Q. Implementation**

64. All documents and agreements necessary to implement transactions contemplated by the Plan, including those contained or summarized in the Plan Supplement, have been negotiated in good faith and at arms'-length, are in the best interests of the Debtors and their Estates, and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local law. The Debtors are authorized to take any action reasonably necessary or appropriate to consummate such agreements and the transactions contemplated thereby.

65. Except as otherwise provided in the Plan, or any agreement, instrument, or other document incorporated in the Plan of the Plan Supplement, and, for the avoidance of doubt, except for the Litigation Trust Claims and other Litigation Trust Assets, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in the Wind Down Debtors free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, each Wind Down Debtor may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

**R. Treatment of Executory Contracts and Unexpired Leases**

66. Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, upon the occurrence of the Effective Date, the Plan provides for the rejection of Executory Contracts and Unexpired Leases unless such Executory Contract or Unexpired Lease (i) was previously assumed, assumed and assigned, or rejected; (ii) was previously expired or terminated pursuant to its own



terms; or (iii) is the subject of a motion or notice to assume or reject filed on or before the Confirmation Date. The Debtors' determinations regarding the rejection of Executory Contracts and Unexpired Leases are based on, and within the sound business judgment of, the Debtors, are necessary to the implementation of the Plan, and are in the best interests of the Debtors, their Estates, holders of Claims or Interests, and other parties in interest in these Chapter 11 Cases.

### **ORDER**

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW,  
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

67. The above findings of fact and conclusions of law, as well as any additional findings of fact and conclusions of law announced by the Court at the Combined Hearing, are hereby incorporated in this Confirmation Order.

68. The Disclosure Statement is approved in all respects on a final basis pursuant to section 1125 of the Bankruptcy Code.

69. The Plan, attached hereto as **Exhibit A**, is approved and confirmed under section 1129 of the Bankruptcy Code.

70. The Plan Supplement, including the documents contained therein that may be amended through and including the Effective Date in accordance with and as permitted by the Plan, is approved. The terms of the Plan, the Plan Supplement, and the exhibits thereto are incorporated herein by reference and are an integral part of this Confirmation Order. In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. If there is a conflict between the terms of the Plan (including any documents in the Plan Supplement) or the Disclosure Statement and the terms of this Confirmation Order, the terms of this Confirmation Order shall control. The Debtors, in accordance with the Plan, may amend the Plan Supplement prior to the Effective Date.

71. The terms of the Plan, the Plan Supplement, all exhibits thereto, and this Confirmation Order shall be effective and binding as of the Effective Date on all parties in interest, including, but not limited to, the Debtors, the Committee, the Litigation Trust, all Holders of Claims or Interests, all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan or the Confirmation Order, and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

72. The failure to include or refer to any particular article, section, or provision of the Plan, the Plan Supplement or any related document, agreement, or exhibit does not impair the effectiveness of that article, section, or provision; it being the intent of the Court that the Plan, the Plan Supplement, and any related document, agreement, or exhibit are approved in their entirety.

**A. Objections**

73. To the extent that any objections (including any reservations of rights contained therein) to final approval of the Disclosure Statement and/or Confirmation of the Plan have not been withdrawn, waived, or settled before entry of this Confirmation Order, are not cured by the relief granted in this Confirmation Order, or have not been otherwise resolved as stated on the record of the Combined Hearing, all such objections (including any reservation of rights contained therein) are hereby overruled in their entirety and on their merits.

**B. Findings of Fact and Conclusions of Law**

74. The findings of fact and the conclusions of law set forth in this Confirmation Order constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Court at the Combined Hearing in relation to final approval of the Disclosure Statement or Confirmation of the Plan are hereby incorporated into this Confirmation

Order. To the extent that any of the following constitutes findings of fact or conclusions of law, they are adopted as such. To the extent any finding of fact or conclusion of law set forth in this Confirmation Order (including any findings of fact or conclusions of law announced by the Court at the Combined Hearing and incorporated herein) constitutes an order of this Court, it is adopted as such.

**C. Combined Hearing Notice and Solicitation**

75. The Combined Hearing Notice complied with the terms of the Solicitation Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and applicable non-bankruptcy law. No further notice of the Combined Hearing was required or need be given.

76. The solicitation of votes on the Plan complied with the Solicitation Procedures, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Solicitation Procedures Order, the Complex Case Procedures, and applicable non-bankruptcy law.

**D. Settlement of Claims and Controversies**

77. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Court, after the Effective Date, the Wind Down Debtors may compromise and settle any Claims and Causes of Action against other Entities, except, for the avoidance of doubt, any Litigation Trust Claims.

**E. The Creditors' Committee Settlement**

78. Entry of this Confirmation Order constitutes this Court's approval of the Creditors' Committee Settlement in all respects, as well as a finding by this Court that the Creditors'

Committee Settlement is fair and equitable and in the best interests of the Debtors, their Estates, and the Holders of Claims and Interests.

**F. Substantive Consolidation**

79. The Plan contemplates and is predicated upon the deemed substantive consolidation of the Debtors' Estates for voting, confirmation, and distribution purposes, as set forth in Article IV.J of the Plan. As of the Effective Date, (a) all Intercompany Claims between the Debtors shall be eliminated; (b) all assets and liabilities of the Debtors shall be merged or treated as if they were merged with the assets and liabilities of Holdings; (c) any principal obligation of a Debtor and any guarantee thereof by another Debtor shall be deemed to be a single principal obligation of Holdings; (d) each Claim filed or to be filed against any Debtors' Estate shall be deemed filed only against Holdings and shall be deemed a single Claim against and a single principal obligation of Holdings for distribution purposes, which, to the extent such Claim is Allowed, be paid from the Wind Down Estate or Litigation Trust, as applicable; and (e) any joint or several liability of the Debtors shall be deemed a single principal obligation of Holdings. On the Effective Date, and in accordance with the terms of the Plan and the consolidation of the assets and liabilities of the Debtors, all Claims based upon guarantees of collection, payment, or performance made by one Debtor (other than Holdings) as to the principal obligations of another Debtor shall be released and of no further force and effect.

80. The substantive consolidation effected pursuant to Article IV.J of the Plan (a) shall not affect the rights of any Holder of a Secured Claim, provided, for the avoidance of doubt, the Prepetition Lender Deficiency Claim shall be a single General Unsecured Claim against Holdings; and (b) shall not, and shall not be deemed to, prejudice Causes of Action, including Litigation Trust Claims (subject to the releases set forth in Article X of the Plan), which shall survive entry of a substantive consolidation order, as if there had been no substantive consolidation.

**G. Incorporation by Reference**

81. The terms and provisions of the Plan and the exhibits thereto are incorporated by reference and are an integral part of this Confirmation Order. The terms of the Plan, the Plan Supplement, all exhibits thereto, and all other relevant and necessary documents shall, on and after the Effective Date, be binding in all respects upon, and shall inure to the benefit of, the Debtors, their Estates and their creditors, and their respective successors and assigns, non-debtor affiliates, any affected third parties, all holders of equity interests in the Debtors, all holders of any Claims, whether known or unknown, against the Debtors, including, but not limited to all contract counterparties, borrowers, leaseholders, governmental units, and any trustees, examiners, administrators, responsible officers, estate representatives, or similar entities for the Debtors, if any, subsequently appointed in any of the Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Chapter 11 Cases, and each of their respective affiliates, successors, and assigns.

**H. The Releases, Injunction, Exculpation, and Related Provisions Under the Plan**

82. Pursuant to Bankruptcy Rule 3020(c)(1), the following provisions in the Plan are hereby approved and authorized in their entirety and will be effective immediately on the Effective Date without further order or action by the Court, any of the parties to such release, or any other Entity: (a) Debtor Release; (b) Third-Party Release (subject to the Supplemental Opt-Out Procedure solely with respect to the Holdings Members); (c) the exculpation provisions in Article X.E of the Plan; and (d) the injunction provisions in Article X.F of the Plan.

**I. Non-Discharge of the Debtors; Injunction**

83. In accordance with section 1141(d)(3) of the Bankruptcy Code, the Plan does not discharge the Debtors. Section 1141(c) of the Bankruptcy Code nevertheless provides, among other things, that the property dealt with by the Plan is free and clear of all Claims and Interests

against the Debtors. As a result, notwithstanding anything to the contrary in the Plan, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released by the Debtors pursuant to the Plan; (c) are subject to exculpation pursuant to the Plan; or (d) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Wind Down Debtors, the Plan Administrator, the Litigation Trust, the Litigation Trustee, the Released Parties, or the Exculpated Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (4) asserting any right of setoff (other than (x) setoffs exercised prior to the Petition Date, (y) setoff rights asserted or reserved in a timely-filed proof of claim, or (z) setoff rights asserted or reserved in a motion or objection to confirmation filed with the Bankruptcy Court on or before the Confirmation Date (including, without limitation, the proof of claim and/or limited objection to confirmation [Docket No. 593] filed by Continental Casualty Company and National Fire Insurance Company of Hartford, and their applicable affiliates (individually or collectively, “CNA”); provided, for the avoidance of doubt, and notwithstanding anything to the contrary contained in the Plan or Confirmation Order, CNA shall retain all rights of setoff and recoupment

under its policies, program agreements, and applicable law, regardless of when the applicable debits and credits accrue)) or subrogation of any kind against any debt, liability, or obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any Claims, Causes of Action, or Interests; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action discharged, released, exculpated or settled pursuant to the Plan. Any Entity injured by any willful violation of such injunction may seek actual damages and, in appropriate circumstances, may seek punitive damages from the willful violator.

**J. Preservation of Causes of Action**

84. Except for any Cause of Action against a Person that is expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or a Final Order, or transferred to the Litigation Trust pursuant to and in accordance with the Plan, in accordance with section 1123(b) of the Bankruptcy Code, the Wind Down Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date and such rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Wind Down Debtors may pursue such Causes of Action, as appropriate, in the Wind Down Debtors' sole discretion. No Person may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Wind Down Debtors will not pursue any and all available Causes of Action against it. Unless a Cause of Action against a Person is expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or a Final Order or transferred to the Litigation Trust pursuant to and in accordance with the Plan, the Debtors or Wind Down Debtors, as applicable,



expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of, entry of the Confirmation Order or Consummation.

85. In accordance with section 1123(b)(3) of the Bankruptcy Code, except as otherwise provided herein, any Causes of Action (other than the Litigation Trust Claims) that a Debtor may hold against any Entity shall vest in the Wind Down Debtors. The Wind Down Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to, or action, order, or approval of, the Court. For the avoidance of doubt, the Plan Administrator shall have standing to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action on behalf of the Wind Down Debtors and their Estates.

86. In accordance with section 1123(b)(3) of the Bankruptcy Code, the Litigation Trust shall have the exclusive right, authority, and standing to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any Litigation Trust Claims, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to, or action, order, or approval of, the Court. The Litigation Trust shall be entitled to enjoy the benefits of section 108(a) of the Bankruptcy Code and shall be deemed to be a trustee (as that term is used in section 108(a)) for purposes of prosecuting the Litigation Trust Claims. The Litigation Trust shall be deemed a party in interest for all purposes in these Chapter 11 Cases pursuant to section 1109(b) of the Bankruptcy Code.

**K. Retention of Jurisdiction**

87. This Court retains jurisdiction over these Chapter 11 Cases, all matters arising out of or related to these Chapter 11 Cases and the Plan, the matters set forth in Article XIII of the Plan, and any other applicable provisions of the Plan.

**L. Effectiveness of All Actions**

88. Except as set forth in the Plan, all actions authorized to be taken pursuant to the Plan shall be effective upon the occurrence of the Effective Date pursuant to this Confirmation Order, without further application to or order of the Court, or any further action by the Debtors, the Wind Down Debtors, the Plan Administrator, the Litigation Trust, or the Litigation Trustee.

**M. Approval of Consents and Authorization to Take Acts Necessary to Implement Plan**

89. This Confirmation Order shall constitute all authority, approvals, and consents required, if any, by the laws, rules, and regulations of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts and transactions referred to in or contemplated by the Plan, the Plan Supplement, the Disclosure Statement, and any documents, instruments, securities, or agreements, and any amendments or modifications thereto.

**N. Plan Implementation Authorization**

90. On and after the Effective Date, the Plan Administrator is authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan and the transactions contemplated thereby, in each case, in the name of and on behalf of the Wind Down Debtors, without the need for any approvals, authorization, or consents except those expressly required

pursuant to the Plan. In connection with the foregoing, the Plan Administrator shall complete any remaining Wind Down activities of the Wind Down Debtors.

**O. Wind Down**

91. The Plan Administrator is hereby authorized, immediately upon entry of this Confirmation Order, or as soon as reasonably practicable thereafter, to take all actions, not inconsistent with the express terms of the Plan, this Confirmation Order, or the Plan Supplement, as applicable and as may be necessary or appropriate to effectuate the Wind Down without any further approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, including: (1) the execution, delivery, filing, or recording such contracts, securities, instruments, releases, and other agreements or documents and taking such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan and the transactions contemplated thereby, in each case, in the name of and on behalf of the Wind Down Debtors; and (2) the completion of any remaining Wind Down activities of the Wind Down Debtors. Any transfers of assets, Claims, or Interests effected, or any obligations incurred through the Wind Down are hereby approved and shall not constitute fraudulent conveyances or fraudulent transfers or otherwise be subject to avoidance.

**P. Distributions on Account of Lender Claims**

92. In accordance with the Prepetition Loan Documents, the DIP Loan Documents, and the Sale Orders, as applicable, and without need for further order of this Court, the Lenders' Class 3 Prepetition Lender Secured Claims and Class 4 Prepetition Lender Deficiency Claim shall be Allowed for distribution purposes under the Plan in the amounts as agreed among the Debtors, the Lenders, and the Creditors' Committee, provided the Court retains jurisdiction to resolve any disputes among the Debtors, the Lenders, and the Creditors' Committee regarding such amounts; provided further that any unpaid DIP Lender Claims shall, after there are no longer any Remaining

Assets, constitute and be added to the Prepetition Lender Deficiency Claim for distribution purposes under the Plan.

93. Notwithstanding anything to the contrary set forth in the Plan, all Distributions on account of Allowed DIP Lender Claims and Allowed Prepetition Lender Claims shall be made by the Plan Administrator or Litigation Trustee, as applicable, to or at the direction of the DIP Agent and Prepetition Agent, as applicable, for further distribution to the DIP Lenders and Prepetition Lenders, as applicable, in accordance with the Plan, the DIP Loan Documents, and Prepetition Loan Documents, as applicable, and shall be deemed completed when made by the Plan Administrator or Litigation Trustee, as applicable, to or at the direction of the DIP Agent and Prepetition Agent, as applicable.

**Q. Litigation Trust**

94. The form of the Litigation Trust Agreement filed with the Plan Supplement is hereby approved in its entirety, and the Debtors are authorized and directed to execute and to take any action necessary or appropriate to implement, effectuate, or consummate the Litigation Trust Agreement.

95. Other than Retained Causes of Action and Causes of Action against any Entity that are waived, relinquished, exculpated, released, compromised, transferred, or settled pursuant to the Plan, this Confirmation Order, or by another Bankruptcy Court order, on the Effective Date, the Debtors shall transfer and/or assign and shall be deemed to transfer and/or assign to the Litigation Trust all of the Debtors' rights, title and interest in and to all of the Litigation Trust Assets (other than the Committee Professionals Remaining Amount, if any, which shall be funded as provided in Article V.B.2 of the Plan), and in accordance with section 1141 of the Bankruptcy Code, the Litigation Trust Assets shall automatically vest in the Litigation Trust free and clear of all Liens, Claims, and Interests, subject only to the Litigation Trust Interests. The transfer of the

Litigation Trust Assets to the Litigation Trust shall not diminish, and fully preserves, the defenses a Debtor would have if such Litigation Trust Assets had been retained by the Debtors.

96. Notwithstanding anything to the contrary in the Litigation Trust Agreement, except for fraud, gross negligence, knowing violation of law, or willful misconduct, of the Litigation Trustee's duties or material breach of the Litigation Trust Agreement, Persons dealing with the Litigation Trustee, or seeking to assert claims against the Litigation Trust, shall only look to the Litigation Trust Assets to satisfy any liability incurred by the Litigation Trustee to such Person in carrying out the terms of the Litigation Trust Agreement, and the Debtors, the Wind Down Debtors, the Plan Administrator, the Litigation Trust, the Litigation Trustee, the Lenders, and each of their respective professionals, agents, employees, and officers shall have no personal, individual obligation or recourse of any nature or kind whatsoever to satisfy any such liability.

97. Upon the Effective Date of the Plan, the Litigation Trust Assets (other than the Committee Professionals Remaining Amount, if any, which shall be funded as provided in Article V.B.2 of the Plan), including the Litigation Trust Claims, shall be deemed automatically irrevocably transferred to and vest in the Litigation Trust. In connection with the transfer of such assets, any attorney-client privilege, work-product privilege, or other privilege of immunity of any Debtor (but no other person) attaching to any documents or communications (whether written or oral) transferred to the Litigation Trust shall vest in the Litigation Trust and its representatives, and the Plan Administrator and the Litigation Trustee are directed to take all necessary actions to effectuate the transfer of such privileges. To the extent there is overlap of supporting documents, claims, defenses, legal theories or analyses between the Litigation Trust Claims, on the one hand, and any Causes of Action, defenses, claims or counterclaims retained by, or asserted against, the Wind Down Debtors, on the other hand, the Plan Administrator and the Litigation Trustee shall

cooperate with each other pursuant to principles of common interest with respect to privileges. Notwithstanding the foregoing, or anything in the Plan, this Confirmation Order, the Litigation Trust Agreement or any other document, nothing herein shall be deemed to constitute a waiver of any privilege or any shared, joint, or common interest privilege or immunity held by the Debtors or any other person.

98. For the avoidance of doubt, other than with respect to the Litigation Trust Funding Amount, no party, including without limitation the Debtors, the Wind Down Debtors, the DIP Lenders, and the Prepetition Lenders shall have any responsibility to fund the Litigation Trust.

**R. Binding Effect**

99. On the date of and after entry of this Confirmation Order and subject to the occurrence of the Effective Date, the terms of the Plan, the final versions of the documents contained in the Plan Supplement (including the Plan Administration Agreement and the Litigation Trust Agreement) and this Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, all holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan, this Confirmation Order, or the Litigation Trust, and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any holder of a Claim has voted on the Plan.

100. Pursuant to section 1141 of the Bankruptcy Code, subject to the occurrence of the Effective Date and subject to the terms of the Plan and this Confirmation Order, all prior orders entered in these Chapter 11 Cases, all documents and agreements executed by the Debtors as authorized and directed thereunder and all motions or requests for relief by the Debtors pending

before this Court as of the Effective Date shall be binding upon and shall inure to the benefit of the Wind Down Debtors, their Estates, and their respective successors and assigns.

**S. Vesting of Assets in the Wind Down Debtors**

101. Except as otherwise provided in the Plan, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, all Remaining Assets shall vest in the Wind Down Debtors free and clear of all Liens, Claims, charges, or other encumbrances; provided that the Remaining Assets shall vest in the Wind Down Debtors subject to the DIP Lender Claims and perfected, unavoidable, and enforceable Liens securing the DIP Lender Claims until (a) the DIP Lender Claims are satisfied in full or (b) there are no longer any Remaining Assets. On and after the Effective Date, except as otherwise provided in the Plan, the Wind Down Debtors may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

**T. Appointment of Plan Administrator**

102. On the Effective Date, the Plan Administrator shall be appointed, in accordance with the terms of the Plan and the Plan Administration Agreement, without any further action and shall succeed to such powers as would have been applicable to the Debtors' officers, directors, and shareholders.

**U. Release of Liens**

103. Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all Liens against the property of any Estates will be fully released, and all of the right, title and interest of any holder of such Liens, including any rights to any collateral thereunder, shall attach to and be enforceable

solely against any net proceeds of sales or other liquidation of such assets. For the avoidance of doubt, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released on the Effective Date without any further action of any party, including, but not limited to, further order of the Court or filing updated schedules or statements typically filed pursuant to the Uniform Commercial Code. The DIP Agent and the Prepetition Agent shall execute and deliver all documents reasonably requested by the Plan Administrator to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests and shall authorize the Plan Administrator to file UCC-3 termination statements (to the extent applicable) with respect thereto.

**V. Injunctions and Automatic Stay**

104. Unless otherwise provided in the Plan or this Confirmation Order, all injunctions or stays in effect in these Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or this Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or this Confirmation Order shall remain in full force and effect in accordance with their terms.

**W. Cancellation of Existing Securities and Agreements**

105. On the Effective Date, unless the Plan Administrator elects to reinstate any Intercompany Interests, all existing Interests in each of the Debtors shall be retired, cancelled, extinguished, and/or discharged in accordance with the terms of the Plan. Except as otherwise provided in the Plan Supplement, on the Effective Date: (1) the obligations of the Debtors under any certificate, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document, directly or indirectly, evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest shall be deemed cancelled,



surrendered, and discharged as to the Debtors without any need for further action or approval of the Court or any holder thereof or any other person or entity and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors shall be deemed satisfied in full, released, and discharged without any need for further action or approval of the Court; provided, however, that notwithstanding Confirmation, the occurrence of the Effective Date, or the Third-Party Release, the DIP Loan Documents and Prepetition Loan Documents shall remain in effect solely for the purposes of (1) allowing Holders of Allowed DIP Lender Claims, Prepetition Lender Secured Claims, and Prepetition Lender Deficiency Claims to receive distributions under the Plan; (2) allowing and preserving the rights of the DIP Agent and the Prepetition Agent to make distributions pursuant to the Plan, (3) preserving the rights of the DIP Agent and the Prepetition Agent to compensation and indemnification as against any money or property distributable to Holders of Allowed DIP Lender Claims, Prepetition Lender Secured Claims, and Prepetition Lender Deficiency Claims, (4) permitting the DIP Agent and the Prepetition Agent to enforce any obligation owed to it under the Plan, (5) permitting the DIP Agent and the Prepetition Agent to appear in the Chapter 11 Cases or in any proceeding in the Court or any other court, and (6) permitting the DIP Agent and the Prepetition Agent to perform any functions that are necessary to effectuate the foregoing.

#### **X. Securities Law Exemption**

106. Pursuant to section 1145 of the Bankruptcy Code, and as contemplated by Article V.D of the Plan, if the Litigation Trust Interests are deemed to be “securities”, the issuance of the Litigation Trust Interests under the Plan shall be exempt from registration as provided by section

1145 of the Bankruptcy Code and any other applicable law requiring registration of securities. The Litigation Trust shall not be required to file reports with the Securities and Exchange Commission pursuant to section 13 or 15(d) of the Exchange Act on account of any transfer.

**Y. Compliance with Tax Requirements**

107. Each Holder of an Allowed Claim or Interest that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. In connection with the Plan, to the extent applicable, the Debtors, the Wind Down Debtors, the Plan Administrator, and the Litigation Trustee, and any applicable withholding agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Debtors, the Wind Down Debtors, the Plan Administrator, and the Litigation Trustee, and any applicable withholding agent, as applicable, are authorized to take all actions necessary or appropriate to comply with applicable withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Debtors, the Wind Down Debtors, the Plan Administrator, and the Litigation Trustee reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and similar spousal awards, Liens, and encumbrances. Except as otherwise provided in the Plan, the aggregate consideration paid to holders with respect to their Allowed Claims shall be treated pursuant to the Plan as allocated first to the principal amount of such Allowed Claims (as

determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of such Allowed Claims, to the unpaid interest, if any, accrued through the Effective Date with respect to such Allowed Claims.

**Z. Section 1146 Exemption**

108. Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan or this Confirmation Order, including the transfer of the Litigation Trust Assets to the Litigation Trust, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of this Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment.

**AA. Professional Compensation and Reimbursement Claims**

109. Except as otherwise specifically provided in the Plan, the Plan Administration Agreement, the Litigation Trust Agreement, and prior orders of the Court, from and after the Effective Date, the Wind Down Debtors and the Litigation Trust shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Court, pay in Cash the reasonable legal, professional, or other fees and expenses incurred by the Plan Administrator and the Litigation Trust. In addition, the Wind Down Debtors and the Litigation Trust are authorized to pay any and all professional fees as contemplated by and in accordance with the Plan.

110. All final requests for payment of Professional Fee Claims incurred during the period from the Petition Date through the Effective Date shall be Filed no later than the Professional Fee Claims Bar Date, which is 45 days after the Effective Date.

**BB. Administrative Claims Bar Date**

111. Except as otherwise provided in Article II.A of the Plan and except with respect to Administrative Claims that are 503(b)(9) Claims or Professional Fee Claims, Holders of Administrative Claims shall file requests for payment of Administrative Claims and serve such requests on the Wind Down Debtors no later than the Administrative Claims Bar Date, which is 30 days after the Effective Date. Holders of Administrative Claims that are required to, but do not, file and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, the Wind Down Debtors, their respective Estates, or their property and such Administrative Claims shall be deemed discharged as of the Effective Date, unless the Court orders otherwise. Objections to any such requests for payment of Administrative Claims must be filed and served on the Wind Down Debtors and requesting party by the Claims Objection Bar Date.

**CC. Nonseverability of Plan Provisions upon Confirmation**

112. Notwithstanding the possible applicability of Bankruptcy Rules 6004(g), 7062, 9014, or otherwise, the terms and conditions of this Confirmation Order shall be effective and enforceable immediately upon its entry. Each term and provision of the Plan is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified except as provided by the Plan or this Confirmation Order; and (c) nonseverable and mutually dependent.

**DD. Waiver or Estoppel**

113. Each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured, or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Court before the Confirmation Date.

**EE. Authorization to Consummate**

114. The Debtors are authorized to consummate the Plan at any time after the entry of this Confirmation Order subject to satisfaction or waiver (by the required parties) of the conditions precedent to Consummation set forth in Article XI of the Plan. The substantial consummation of the Plan, within the meaning of sections 1101(2) and 1127 of the Bankruptcy Code, is deemed to occur on the Effective Date.

**FF. Treatment of Executory Contracts**

115. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article VI of the Plan (including the procedures regarding the resolution of any and all disputes concerning the assumption or rejection, as applicable, of such Executory Contracts and Unexpired Leases) shall be, and hereby are, approved in their entirety.

116. Except as otherwise provided in the Plan, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, as of the Effective Date, each Debtor will be deemed to have rejected each Executory Contract or Unexpired Lease to which such Debtor is a party, unless such Executory Contract or Unexpired Lease (i) was previously assumed, assumed and assigned, or rejected; (ii) was previously expired or terminated pursuant to its own terms; or (iii) is the subject of a motion or notice to assume or reject Filed on or before the Confirmation Date.

117. The Confirmation Order shall constitute an order of the Court under sections 365 and 1123(b) of the Bankruptcy Code approving the rejections described above as of the Effective Date. Unless otherwise indicated, all rejections of Executory Contracts and Unexpired Leases in the Plan will be effective as of the Effective Date.

**a. Claims Based on Rejection of Executory Contracts or Unexpired Leases**

118. Any Claims based on the rejection of the Debtors' Executory Contracts or Unexpired Leases pursuant to the Plan or otherwise, must be Filed no later than 11:59 p.m. (prevailing Eastern Time) on the day that is 30 days after the Effective Date. For the avoidance of doubt, nothing in the Plan or this Confirmation Order shall be deemed to modify any other prior deadlines to file a Claim on account of the rejection of Executory Contracts or Unexpired Leases other than pursuant to the Plan and Confirmation Order.

119. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease that are not filed within such time, unless otherwise ordered by the Court, will be automatically Disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Wind Down Debtors, the Estates, the Litigation Trust, or any property of the foregoing parties, without the need for any objection by the Debtors, the Wind Down Debtors, the Plan Administrator, or Litigation Trustee, as applicable, or further notice to, or action, order, or approval of the Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III of the Plan.

**b. Insurance Policies**

120. Insurance Policies shall not be considered Executory Contracts for purposes of Article VI of the Plan. As set forth in Article IV.K of the Plan, all Insurance Policies in effect as of the Effective Date shall remain in full force and effect according to their terms and the coverage obligations of the insurers and third-party administrators under such Insurance Policies shall

continue following the Effective Date (including any obligations to pay, defend, and process insured claims).

**c. Reservation of Rights**

121. Nothing contained in the Plan or Plan Supplement shall constitute an admission by the Debtors that any contract or lease is an Executory Contract or Unexpired Lease or that any Debtor or Wind Down Debtor has any liability thereunder.

**GG. Dissolution of the Creditors' Committee**

122. Except to the extent provided in the Plan, on the Effective Date, the Creditors' Committee shall dissolve automatically, and the members of the Creditors' Committee and their respective officers, employees, counsel, advisors and agents shall be released and discharged from all rights, duties, and responsibilities arising from, or related to, the Chapter 11 Cases and under the Bankruptcy Code; provided, however, that following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard solely to pursue Professional Fee Claims in accordance with Article II.B of the Plan. Following the completion of the remaining duties of the Creditors' Committee set forth above, the retention or employment of the Creditors' Committee's respective attorneys, accountants and other agents shall terminate. Neither the Wind Down Debtors nor the Plan Administrator shall have any obligation, duty, or responsibility for paying any fees or expenses incurred by the members of or advisors to the Creditors' Committee after the Effective Date other than fees and expenses related to services rendered prior to the Effective Date that are approved by the Court.

**HH. Effect of Non-Occurrence of Conditions to Effective Date**

123. If confirmation of the Plan and Consummation does not occur, then: (i) the Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims

or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (iii) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of the Debtors or any other Entity, including the Holders of Claims; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

**II. Waiver of 14-Day Stay**

124. Notwithstanding Bankruptcy Rules 7062 and 3020(e), this Confirmation Order is effective immediately and not subject to any stay.

**JJ. Good Faith**

125. The Debtors, the Prepetition Lenders, the DIP Lenders, the DIP Agent, the Creditors' Committee, and all of their respective managers, members, officers, directors, agents, financial advisers, attorneys, employees, equity holders, partners, affiliates, and representatives will be acting in good faith if they proceed to (i) consummate the Plan and the agreements, transactions, and transfers contemplated thereby and (ii) take the actions authorized and directed by this Confirmation Order.

**KK. Separate Orders**

126. This Confirmation Order is and shall be deemed a separate Confirmation Order with respect to each of the Debtors in each Debtor's separate Chapter 11 Case for all purposes.

**LL. Post-Confirmation Modification of the Plan**

127. The Debtors are authorized to amend or modify the Plan at any time prior to the substantial consummation of the Plan, but only in accordance with section 1127 of the Bankruptcy Code and Article XII.A of the Plan, without further order of this Court; provided that any such modification shall be acceptable to (a) the Lenders and (b) the Creditors' Committee with respect



to any modification that materially affects the Creditors' Committee Settlement or treatment of General Unsecured Claims under the Plan.

**MM. Notice of Entry of the Confirmation Order and the Effective Date**

128. Upon satisfaction or waiver of all conditions precedent to the Effective Date in Article XI.B of the Plan, the Wind Down Debtors shall file notice of the entry of the Confirmation Order and the Effective Date with this Court and shall serve or cause to be served a notice substantially in the form annexed hereto as **Exhibit C** (the "Effective Date Notice") upon all parties that received notice of the Combined Hearing. The form of Effective Date Notice is hereby approved. Service of the Effective Date Notice as provided herein shall be good and sufficient notice of the entry of the Confirmation Order and the occurrence of the Effective Date under the Bankruptcy Rules, including Bankruptcy Rule 3020(c)(2).

**NN. Final Order**

129. This Confirmation Order is a Final Order and the period in which an appeal must be filed will commence upon entry of this Confirmation Order.

END OF DOCUMENT

*Prepared and presented by:*

**GREENBERG TRAURIG, LLP**

*/s/ David B. Kurzweil*

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Debtors in Possession*

**Exhibit A**

**The Plan**

**Exhibit B**

**Supplemental Opt-Out Notice**

**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

**SUPPLEMENTAL NOTICE OF OPT-OUT FORM  
REGARDING THIRD-PARTY RELEASES UNDER THE PLAN**

**PLEASE TAKE NOTICE THAT** on August [•], 2025, the Honorable Paul M. Baisier of the United States Bankruptcy Court for the Northern District of Georgia (the “Court”) entered an order [Docket No. •] (the “Confirmation Order”) confirming the *Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 478] (as modified, amended, or supplemented from time to time, the “Plan”).<sup>2</sup>

**PLEASE TAKE NOTICE THAT** pursuant to the Combined Hearing Notice, you previously received notice of the Disclosure Statement, the Plan, the Combined Hearing, the deadline to object to the Plan, and the releases, exculpations, and injunctions contained in the Plan, including the Third-Party Release and the process for opting out of the Third-Party Release and method for requesting an appropriate opt-out form from the Claims and Noticing Agent.

**PLEASE TAKE NOTICE THAT** Article X of the Plan contains certain releases, exculpations, and injunctions. These provisions affect your rights, including your rights against persons other than the Debtors. Attached hereto is an Optional Release Opt-Out Form.

**CAUTION - IF YOU DO NOTHING, YOUR RIGHTS MAY BE COMPROMISED.**  
**PLEASE PAY CAREFUL ATTENTION TO THE BELOW DISCLOSURE, AND IF YOU DO NOT UNDERSTAND OR HAVE FURTHER QUESTIONS, PLEASE CONSULT WITH YOUR ATTORNEY.**

THE PLAN CONTAINS A THIRD-PARTY RELEASE. A THIRD-PARTY RELEASE LIMITS OR RELEASES THE LIABILITY TO YOU OF CERTAIN RELEASED PARTIES THAT ARE NON-DEBTOR PARTIES AND WILL PREVENT YOU FROM SUING THE RELEASED PARTIES FOR THEIR ACTIONS. A THIRD-PARTY RELEASE MAY ONLY BE GRANTED WITH YOUR CONSENT, BUT CONSENT MAY BE SHOWN BY YOUR FAILURE TO ACT.

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms not otherwise defined herein have the same meanings as set forth in the Plan.

**YOU HAVE THE CHOICE AS TO WHETHER YOU WILL BE BOUND BY THE THIRD-PARTY RELEASE, AND THE CHOICE IS YOURS ALONE. YOU WILL BE A RELEASING PARTY AND YOUR RIGHTS MAY BE COMPROMISED UNLESS YOU TAKE CERTAIN ACTIONS. IF YOU WOULD LIKE TO OPT OUT OF THE THIRD-PARTY RELEASE, YOU MUST ELECT TO DO SO BY CHECKING THE OPT-OUT BOX CONTAINED IN ITEM 1 OF THE ENCLOSED OPT-OUT FORM. OPTING OUT OF THE THIRD-PARTY RELEASE WILL NOT OTHERWISE MODIFY YOUR TREATMENT OR RECOVERY UNDER THE PLAN.**

**THE RELEASED PARTIES ARE IDENTIFIED IN THE DEFINITION OF RELEASED PARTIES IN ARTICLE I OF THE PLAN. THE RELEASED PARTIES INCLUDE, AMONG OTHERS, THE DIP AGENT, THE DIP LENDERS, THE PREPETITION AGENT, THE PREPETITION LENDERS, AND CERTAIN SPECIFIED CURRENT DIRECTORS AND OFFICERS OF THE DEBTORS.**

**PLEASE READ THE FULL TEXT OF THE CONSENSUAL THIRD-PARTY RELEASES AND RELATED DISCLOSURES IN ARTICLE X.D OF THE PLAN, WHICH ARE SET FORTH IN FULL IN ITEM 1 OF THE OPT-OUT FORM, FOR FURTHER DETAIL REGARDING THE THIRD-PARTY RELEASE. IF YOU DO NOT ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE ON THE OPT-OUT NOTICE FORM, YOU WILL BE DEEMED TO HAVE EXPRESSLY AND UNCONDITIONALLY RELEASED AND DISCHARGED THE RELEASED PARTIES PURSUANT TO THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE X.D OF THE PLAN.**

**PLEASE TAKE FURTHER NOTICE THAT** if you would like to obtain a copy of the Disclosure Statement, Plan, the Plan Supplement, or related documents, you should contact Kurtzman Carson Consultants d/b/a Verita (the “Claims and Noticing Agent”) by (a) writing via first class mail to Air Pros Ballot Processing, c/o Kurtzman Carson Consultants, LLC d/b/a Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, (b) clicking the “Submit an Inquiry” option at <https://www.veritaglobal.net/airpros/inquiry>, or (c) calling the Debtors’ restructuring hotline at (866) 927-7076 (U.S./Canada) or (310) 751-2650 (International). You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at: <http://www.ganb.uscourts.gov> or (b) at no charge from the Claims and Noticing Agent by accessing the Debtors’ restructuring website at <https://www.veritaglobal.net/airpros>.

Dated: August \_\_, 2025

**GREENBERG TRAURIG, LLP**

**DRAFT**

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*Counsel for the Debtors and Debtors in Possession*

**OPTIONAL: RELEASE OPT-OUT FORM**

You are receiving this optional opt-out form (the “Opt-Out Form”) because you are or may be a Holder of a Claim or Interest that was not entitled to vote on 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”).<sup>4</sup> You are deemed to grant the Third-Party Release set forth in the Plan unless you affirmatively opt out by **September 19, 2025, at 4:00 p.m., prevailing Eastern Time** (the “Supplemental Opt-Out Deadline”). You may affirmatively opt out by, no later than the Supplemental Opt-Out Deadline, submitting this form in accordance with the directions herein.

**If you choose to opt out of the Third-Party Release set forth in Article X.D of the Plan, please either** (a) promptly complete, sign, and date this Opt-Out Form and return it via first class mail, overnight courier, or hand delivery to Kurtzman Carson Consultants LLC d/b/a Verita Global (the “Claims and Noticing Agent”) at the address set forth below or (b) submit your Opt-Out Form through the Claims and Noticing Agent’s online Opt-Out Portal in accordance with the directions provided below. Parties that submit their Opt-Out Form using the Opt-Out Portal should NOT also submit a paper Opt-Out Form.

**THIS OPT-OUT FORM MUST BE ACTUALLY RECEIVED (WHETHER A PHYSICAL COPY IS RETURNED OR THE OPT-OUT FORM IS COMPLETED ONLINE) BY THE CLAIMS AND NOTICING AGENT BY THE SUPPLEMENTAL OPT-OUT DEADLINE. IF THE OPT-OUT FORM IS RECEIVED AFTER THE SUPPLEMENTAL OPT-OUT DEADLINE, IT WILL NOT BE COUNTED.**

**Item 1. Third-Party Release Opt-Out Election.**

AS A HOLDER OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE X.D OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE X.D OF THE PLAN. **YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT-OUT FORM BY THE SUPPLEMENTAL OPT-OUT DEADLINE. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) OR INTEREST(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE X.D OF THE PLAN.**

**YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE X.D OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW:**

☐ **The Undersigned Holder of the Claim or Interest elects to OPT OUT of the Third-Party Release**

<sup>4</sup> Capitalized terms not otherwise defined herein shall have the meanings attributed to such terms in the Plan or Disclosure Statement, as applicable.

**Important information regarding releases under the Plan.<sup>5</sup>**

Article X.D of the Plan provides for a third-party release by the Releasing Parties (the “Third-Party Release”):

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, and to the fullest extent allowed by applicable law, each Releasing Party<sup>6</sup> is deemed to have forever released, waived, and discharged each of the Released Parties<sup>7</sup> from all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors or their respective Estates, that such Entity would have been legally entitled to assert (whether individually or collectively) based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), any securities issued by the Debtors and the ownership thereof, the Debtors’ in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors), any intercompany transaction, the DIP Loan Documents, Prepetition Loan Documents, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, the Plan Supplement, solicitation of votes on the Plan, the prepetition negotiation and settlement of Claims,

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<sup>5</sup> The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Opt-Out Form. Defined terms used but not defined herein shall have the meaning ascribed to such term as in the Plan.

<sup>6</sup> “*Releasing Party*” means each of the following, solely in its capacity as such: (a) the Debtors; (b) the Estate; (c) the DIP Agent; (d) the DIP Lenders; (e) the Prepetition Agent; (f) the Prepetition Lenders; (g) the CPO; (h) with respect to each of the foregoing entities in clauses (a) through (g), such entity’s respective current and former Affiliates, and each of such entity’s, and such entity’s current and former Affiliates’, current and former equity holders (regardless of whether such interests are held directly or indirectly), subsidiaries, officers, directors, managers, principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such; (i) all Holders of Claims and Interests that vote to accept the Plan; (j) all Holders of Claims and Interests that are deemed to accept the Plan and do not opt out of the Third-Party Release; (k) all Holders of Claims and Interests in voting classes that abstain from voting on the Plan and do not opt out of the Third-Party Release; (l) all Holders of Claims and Interests that vote, or are deemed, to reject the Plan and do not opt out of the Third-Party Release; (m) each Holder of an unclassified Claim who does not object to the Third-Party Release; and (n) all other Holders of Claims and Interests to the maximum extent permitted by law.

<sup>7</sup> “*Released Party*” means each of the following, solely in its capacity as such: (a) the DIP Agent; (b) the DIP Lenders; (c) the Prepetition Agent; (d) the Prepetition Lenders; (e) the CPO; (f) the Released Debtor D&Os; and (g) the Debtors’ Professionals retained in these Chapter 11 Cases; (i) with respect to the Entities in the foregoing clauses (a) through (g), each such Entity’s current and former Affiliates, and such Entities’ and their current and former Affiliates’ current and former directors, managers, officers, control persons, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, participants, managed accounts or funds, fund advisors, predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, investment managers, and other professionals, each in their capacity as such; provided that any Holder of a Claim that opts out of the Third-Party Releases contained in the Plan and any Holder of a Claim or Interest that is not a Releasing Party shall not be a “Released Party”. For the avoidance of doubt, the Non-Released Debtor D&Os shall not be Released Parties.



the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of debt and/or securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, knowing violation of law or gross negligence, but in all respects such Released Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan (the “Third-Party Release”); provided, however, the Third-Party Release does not release any post-Effective Date obligations of any party or Entity under the Plan, or any document, instrument, or agreement (including the Plan Documents and other documents, instruments, and agreements set forth in the Plan Supplement) executed to implement the Plan.

Notwithstanding anything to the contrary in the foregoing, any Holder of a Claim or Interest who did not (i) return a Ballot or opt-out election form or (ii) file an objection to the Third-Party Release, that believes that its individual circumstances related to its ability to return a Ballot or opt-out election form opting out of the Third-Party Release or to object to the Third-Party Release are such that it should not be deemed to have consented to such Third-Party Release as a result of such failure, may seek relief from the Bankruptcy Court to exercise its rights and claims free of the Third-Party Release by rebutting the presumption that its failure to return a Ballot or opt-out election form opting out of the Third-Party Release or to object to the Third Party Release should be deemed to represent its consent to the Third-Party Release. Any party seeking such relief must, in any pleading regarding this provision filed with the Bankruptcy Court: (i) identify the claim(s) or types of claims the party wishes to pursue and (ii) identify the parties or the types of parties against whom such claims will be asserted.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court’s finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties’ contributions to facilitating the restructuring and implementing the Plan; (c) a good faith settlement and compromise of the Claims released by the Third-Party Release; (d) in the best interests of the Debtors and their respective Estates; (e) fair, equitable, and reasonable; (f) given and made after due notice and opportunity for hearing; and (g) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

Article X.F of the Plan establishes an Injunction (the “Injunction”):

In accordance with section 1141(d)(3) of the Bankruptcy Code, the Plan does not discharge the Debtors. Section 1141(c) of the Bankruptcy Code nevertheless provides, among other things, that the property dealt with by the Plan is free and clear of all Claims and Interests against the Debtors. As a result, except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released by the Debtors pursuant to the Plan; (c) are subject to exculpation pursuant to the Plan; or (d) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan, are

permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Wind Down Debtors, the Plan Administrator, the Litigation Trust, the Litigation Trustee, the Released Parties, or the Exculpated Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (4) asserting any right of setoff (other than setoffs exercised prior to the Petition Date) or subrogation of any kind against any debt, liability, or obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any Claims, Causes of Action, or Interests; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action discharged, released, exculpated or settled pursuant to the Plan.

Any Entity injured by any willful violation of such injunction may seek actual damages and, in appropriate circumstances, may seek punitive damages from the willful violator.

**Item 2.        Certifications.**

By signing this Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) As of the Voting Record Date (i.e., June 23, 2025), the Person or Entity is the Holder (or authorized signatory for a Holder) of a Class 7 Interest in Air Pros Solutions Holdings, LLC;
- (b) the Person or Entity (or in the case of an authorized signatory, the Holder) has reviewed a copy of the *Supplemental Notice of Opt-Out Form Regarding Third-Party Releases Under the Plan* and that this Opt-Out Form is made pursuant to the terms and conditions set forth therein;
- (c) the Person or Entity has submitted the same respective election concerning the releases with respect to all Claims or Interests in a single Class; and
- (d) no other Opt-Out Form has been submitted or, if any other Opt-Out Forms have been submitted with respect to such Claims or Interests, then any such earlier Opt-Out Forms are hereby revoked.

(Print or Type)

Name of Holder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_  
(If other than the Holder)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date Completed: \_\_\_\_\_

\_\_\_\_\_

**IF YOU HAVE MADE THE OPTIONAL OPT-OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN IT PROMPTLY BY ONLY ONE OF THE METHODS BELOW.**

**By regular mail, overnight mail, or hand delivery at:**

**Air Pros Ballot Processing  
c/o KCC d/b/a Verita  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245**

**OR**

By electronic, online submission:

The Claims and Noticing Agent will accept Opt-Out Forms if properly completed through the Opt-Out Portal. To submit your Opt-Out Form, please visit <https://www.veritaglobal.net/AirPros> (the “Opt-Out Portal”) and follow the instructions to submit your Opt-Out Form.

You may also scan the QR code below to access the Opt-Out Portal (<https://www.veritaglobal.net/airpros>)



In order to submit your Opt-Out Form through the Opt-Out Portal, you must use the Unique Opt Out ID# assigned to your claim.

UNIQUE OPT OUT ID: \_\_\_\_\_

UNIQUE OPT OUT PIN: \_\_\_\_\_

**The Claims and Noticing Agent’s Opt-Out Portal is the sole manner in which Opt-Out Forms will be accepted via electronic or online transmission. Opt-Out Forms submitted by facsimile, email, or other means of electronic transmission will not be counted.**

Parties that submit their Opt-Out Form using the Opt-Out Portal should NOT also submit a paper Opt-Out Form.

**THE SUPPLEMENTAL OPT-OUT DEADLINE IS 4:00 P.M. PREVAILING EASTERN TIME ON SEPTEMBER 19, 2025.**

**THE CLAIMS AND NOTICING AGENT MUST ACTUALLY RECEIVE YOUR OPT-OUT ELECTION ON OR BEFORE THE OPT-OUT DEADLINE. IF YOU HAVE ANY QUESTIONS REGARDING THIS OPT-OUT FORM, PLEASE CONTACT: [AIRPROSINFORMATION@VERITAGLOBAL.COM](mailto:AIRPROSINFORMATION@VERITAGLOBAL.COM) FOR FURTHER ASSISTANCE.**

**Exhibit C**

**Effective Date Notice**

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION

In re:

AFH AIR PROS, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

**NOTICE OF: (I) ENTRY OF ORDER CONFIRMING SECOND AMENDED CHAPTER  
11 PLAN OF LIQUIDATION OF AFH AIR PROS, LLC AND ITS DEBTOR  
AFFILIATES; (II) OCCURRENCE OF EFFECTIVE DATE; (III) BAR  
DATE NOTICE FOR REJECTION DAMAGES, ADMINISTRATIVE  
CLAIMS, AND PROFESSIONAL FEE CLAIMS**

**PLEASE TAKE NOTICE THAT** on August [•], 2025, the Honorable Paul M. Baisier of the United States Bankruptcy Court for the Northern District of Georgia (the “Court”) entered an order [Docket No. •] (the “Confirmation Order”) confirming the *Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 478] (as modified, amended, or supplemented from time to time, the “Plan”).<sup>2</sup>

A. Occurrence of Effective Date

**PLEASE TAKE FURTHER NOTICE THAT** the Plan became effective on August [•], 2025 (the “Effective Date”). Each of the conditions precedent to consummation of the Plan expressed in Article XI of the Plan have been satisfied or waived in accordance with the Plan and the Confirmation Order.

**PLEASE TAKE FURTHER NOTICE THAT** pursuant to the Confirmation Order, the discharge, release, injunction, and exculpation provisions in Article X of the Plan are now in full force and effect.

B. Rejection Damages Claim Bar Date

**PLEASE TAKE FURTHER NOTICE THAT**, as of the Effective Date, each Debtor is deemed to have rejected any Executory Contract or Unexpired Lease to which it is a party, except for those that (i) were previously assumed, assumed and assigned, or rejected; (ii) expired or

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms not otherwise defined herein have the same meanings as set forth in the Plan.

terminated by their own terms; or (iii) are the subject of a motion or notice to assume or reject filed on or before the Confirmation Date.

**PLEASE TAKE FURTHER NOTICE THAT** if you Hold any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan or Confirmation Order, you must file and serve a proof of claim by no later than 11:59 p.m. (prevailing Eastern Time) on [•], 2025 (the “Rejection Damages Claims Bar Date”). A proof of claim on account of rejection of an Executory Contract or Unexpired Lease pursuant to the Plan or Confirmation Order must be submitted electronically on the Debtors’ Notice and Claims Agent’s website at <https://www.veritaglobal.net/airpros> or filed with the Debtors’ Notice and Claims Agent at the following address:

Air Pros Claims Processing Center  
c/o Kurtzman Carson Consultants LLC dba Verita Global  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

**PLEASE TAKE FURTHER NOTICE THAT** any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan or Confirmation Order that are not Filed by the Rejection Damages Claims Bar Date, unless otherwise ordered by the Court, will be automatically Disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Wind Down Debtors, the Estates, the Litigation Trust, or their property, without the need for any objection by the Debtors, the Wind Down Debtors, the Plan Administrator, or the Litigation Trustee or further notice to, or action, order, or approval of the Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. Claims arising from the rejection of the Debtors’ Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III of the Plan.

C. Administrative Claims Bar Date

**PLEASE TAKE FURTHER NOTICE THAT** except as otherwise provided in the Plan, Confirmation Order, or with respect to DIP Lender Claims and Administrative Claims that are 503(b)(9) Claims or Professional Fee Claims, Holders of Administrative Claims must File and serve requests for payment of Administrative Claims (“Administrative Claim Requests”) no later than [•], 2025, (the “Administrative Claims Bar Date”) to the following parties: (i) counsel to the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com); (ii) counsel for the DIP Lenders and the Prepetition 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), and Scroggins, Williamson & Ray, P.C., 4401 Northside Parkway, Suite 230, Atlanta, GA 30327 Attn: J. Robert Williamson (rwilliamson@swlawfirm.com); (iii) counsel to the DIP Agent and the Prepetition Agent, Seward & Kissel LLP, One Battery Park Plaza, New York, New York 10004, Attn: Gregg Bateman (bateman@sewkis.com) and John Ashmead (ashmead@sewkis.com), and Scroggins, Williamson &



Ray, P.C., 4401 Northside Parkway, Suite 230, Atlanta, GA 30327 Attn: J. Robert Williamson (rwilliamson@swlawfirm.com); (iv) Office of the United States Trustee for the Northern District of Georgia, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia, 30303 (Attn: Jonathan S. Adams); and (v) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor New York, NY 10019, Attn: Bradford J. Sandler (bsandler@pszjlaw.com), Shirley Cho (scho@pszjlaw.com), and Cia H. Mackle (cmackle@pszjlaw.com), and such objections shall be filed with the Clerk of the United States Bankruptcy Court for the Northern District of Georgia, in each case to allow actual receipt of the foregoing no later than the Administrative Claims Bar Date.

**PLEASE TAKE FURTHER NOTICE THAT** Allowed Administrative Claims that arise in the ordinary course of the Debtors' businesses shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements and/or arrangements governing, instruments evidencing, or other documents relating to such transactions and no Administrative Claim Request for payment of such Administrative Claims must be Filed or served.

**PLEASE TAKE FURTHER NOTICE THAT** an Administrative Claim Request must include, at a minimum: (a) the name of the Holder of the Administrative Claim, (b) the amount of the Administrative Claim, and (c) the basis of the Administrative Claim (including any documentation or evidence supporting such claim).

**PLEASE TAKE FURTHER NOTICE THAT** Holders of Administrative Claims that are required to, but do not, File and serve an Administrative Claim Request by the Administrative Claim Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property and such Administrative Claims shall be deemed discharged as of the Effective Date, unless the Bankruptcy Court orders otherwise.

**D. Professional Fees Claims Bar Date**

**PLEASE TAKE FURTHER NOTICE THAT** pursuant to the Plan and Confirmation Order, all final requests for Professional Fee Claims incurred during the period from the Petition Date through the Effective Date must be filed with the Court ("Final Fee Applications") by no later than [•], 2025 (the "Professional Fee Claims Bar Date").

**PLEASE TAKE FURTHER NOTICE THAT** all Final Fee Applications will be subject to approval by the Bankruptcy Court after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules, and prior orders of the Bankruptcy Court, including the Interim Compensation Order, and once approved by the Bankruptcy Court, shall be promptly paid from the Professional Fee Escrow Account up to the full Allowed amount.

**PLEASE TAKE FURTHER NOTICE THAT** all Final Fee Applications must (a) be in writing; (b) comply with the Bankruptcy Rules, the Local Rules of the Court and any orders of the Court entered in these Chapter 11 Cases; and (c) be filed with the Bankruptcy Court and served upon the following parties: (i) counsel to the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com); (ii) counsel for the DIP Lenders and the Prepetition 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), and Scroggins, Williamson & Ray, P.C., 4401 Northside Parkway, Suite 230, Atlanta, GA 30327 Attn: J. Robert Williamson (rwilliamson@swlawfirm.com); (iii) counsel to the DIP Agent and the Prepetition Agent, Seward & Kissel LLP, One Battery Park Plaza, New York, New York 10004, Attn: Gregg Bateman (bateman@sewkis.com) and John Ashmead (ashmead@sewkis.com), and Scroggins, Williamson & Ray, P.C., 4401 Northside Parkway, Suite 230, Atlanta, GA 30327 Attn: J. Robert Williamson (rwilliamson@swlawfirm.com); (iv) Office of the United States Trustee for the Northern District of Georgia, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia, 30303 (Attn: Jonathan S. Adams); and (v) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor New York, NY 10019, Attn: Bradford J. Sandler (bsandler@pszjlaw.com), Shirley Cho (scho@pszjlaw.com), and Cia H. Mackle (cmackle@pszjlaw.com), and such objections shall be filed with the Clerk of the United States Bankruptcy Court for the Northern District of Georgia, in each case to allow actual receipt of the foregoing no later than the Professional Fee Claims Bar Date.

**PLEASE TAKE FURTHER NOTICE** the Plan and Confirmation Order contain other provisions which may affect your rights. You are encouraged to review the Plan and Confirmation Order in their entirety.

**PLEASE TAKE FURTHER NOTICE** that copies of all documents filed in the above captioned chapter 11 cases are available free of charge by visiting the case website maintained by the Debtors' notice and claims agent, Kurtzman Carson Consultants, LLC dba Verita Global, at <https://www.veritaglobal.net/AirPros> or by calling (866) 927-7076. You may also obtain copies of any pleadings by visiting the Office of the Clerk, U.S. Bankruptcy Court for the Northern District of Georgia (Newnan Division) between 8:00 a.m. and 4:00 p.m. or online by visiting the Court's website at <http://ecf.ganb.uscourts.gov> (registered users) or at <http://pacer.psc.uscourts.gov> (unregistered users). Further information may be obtained by using the "Submit an Inquiry" function at <https://www.veritaglobal.net/AirPros/inquiry>.

Dated: \_\_\_\_\_, 2025

Respectfully submitted,

**GREENBERG TRAURIG, LLP**

DRAFT

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*Counsel for the Debtors and Debtors in Possession*

**Exhibit B**

(Redline of Revised Proposed Confirmation Order)

**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

**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 CHAPTER 11 PLAN OF  
LIQUIDATION OF AFH AIR PROS, LLC AND ITS DEBTOR AFFILIATES**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”),  
having:<sup>2</sup>

- a. commenced, on March 16, 2025 (the “Petition Date”), these chapter 11 cases (these “Chapter 11 Cases”) by filing voluntary petitions in the United States Bankruptcy Court for the Northern District of Georgia (the “Court”) for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”);
- b. filed on May 30, 2025, (i) the *Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 431] and (ii) the *Disclosure Statement for the Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 432];
- c. filed on May 30, 2025, the *Motion of the Debtors for Entry of an Order (A) Approving the Disclosure Statement on an Interim Basis, (B) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, (C) Approving the Form of Ballot and Solicitation Materials, (D) Establishing Voting Record Date, (E) Fixing the Date, Time, and Place for the Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan and the*

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined in this order (the “Confirmation Order”) shall have the meanings given to them in the *Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates*, attached hereto as **Exhibit A**. The rules of interpretation set forth in Article I.B of the Plan shall apply to this Confirmation Order.

- Deadline for Filing Objections Thereto, and (F) Approving Related Notice Procedures and Deadlines* [Docket No. 433];
- d. filed on June 4, 2025, June 12, 2025, June 16, 2025, and July 1, 2025, certain Notices of Sale Closing Dates [see Docket Nos. 437, 438, 446, 447, 454, and 507] related to the sale of substantially all of the Debtors' operating assets;
  - e. filed on June 13, 2025, (i) the *Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 448] and (ii) the *Amended Disclosure Statement for the Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 449];
  - f. filed on June 18, 2025, (i) the *Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 461] (the "Original Second Amended Plan"), and (ii) the *Second Amended Disclosure Statement for the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 462] (the "Original Second Amended Disclosure Statement");
  - g. filed on June 23, 2025, the *Notice of Filing Further Modified Proposed Order (A) Approving the Disclosure Statement on an Interim Basis, (B) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, (C) Approving the Form of Ballot and Solicitation Materials, (D) Establishing Voting Record Date, (E) Fixing the Date, Time, and Place for the Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan and the Deadline for Filing Objections Thereto, and (F) Approving Related Notice Procedures and Deadlines* [Docket No. 474];
  - h. obtained, on June 24, 2025, entry of the *Order (A) Approving the Disclosure Statement on an Interim Basis, (B) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, (C) Approving the Form of Ballot and Solicitation Materials, (D) Establishing Voting Record Date, (E) Fixing the Date, Time, and Place for the Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan and the Deadline for Filing Objections Thereto, and (F) Approving Related Notice Procedures and Deadlines* [Docket No. 477] (the "Solicitation Procedures Order"), which Solicitation Procedures Order approves the Disclosure Statement on an interim basis, and approves the solicitation procedures (the "Solicitation Procedures") and related notices, forms, and ballots (collectively, the "Solicitation Packages");
  - i. filed on June 24, 2025, (i) the *Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 478] (the "Second Amended Plan"), and as may be amended, supplemented, or otherwise modified from time to time, and including all exhibits and supplements thereto, the "Plan"; and (ii) the *Second Amended Disclosure Statement for the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 479] (the "Second Amended Disclosure Statement" and as may be amended, supplemented, or otherwise modified from time to time, and including all exhibits and supplements thereto, the "Disclosure Statement");
  - j. caused the Solicitation Packages, notice of the hearing to consider final approval of the Disclosure Statement and confirmation of the Plan (the "Combined Hearing") and deadline for objecting to confirmation of the Plan, notice of the Third-Party

- Release and process for opting out, and non-voting notices to be distributed in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the Solicitation Procedures Order, as evidenced by, among other things, the *Certificate of Service* dated July 21, 2025 [Docket No. 564] and the *Supplemental Certificate of Service* dated July 28, 2025 [Docket No. 596] (together, the “Initial Solicitation Affidavit”);
- k. filed on July 14, 2025, the *Notice of Filing of (I) Identity and Compensation of the 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. 554] and caused it to be distributed on that same day as evidenced by the *Certificate of Service* [Docket No. 566] (the “Initial Plan Supplement Affidavit”);
  - l. filed on July 18, 2025, the *Notice of Filing of Plan Supplement to the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 562] (the “Plan Supplement”), and caused it to be distributed on that same day as evidenced by the *Certificate of Service* [Docket No. 569] (the “Supplemental Plan Supplement Affidavit”);
  - m. filed on August 1, 2025, the *Notice of Filing of Amended Plan Supplement to the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 608], and caused it to be distributed that same day as evidenced by the *Certificate of Service* [Docket No. 612] (~~collectively with the Initial Plan Supplement Affidavit and the~~ “Second Supplemental Plan Supplement Affidavit, the “Plan Supplement Affidavits”);
  - n. filed on August 1, 2025, the *Declaration of Sydney Reitzel, on Behalf of Kurtzman Carson Consultants LLC d/b/a Verita Global, Regarding Solicitation and Tabulation of Ballots Cast on the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 607] (the “Voting Report”);
  - o. filed on August 4, 2025, the *Debtors’ Memorandum of Law in Support of Final Approval of the Disclosure Statement and Confirmation of Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 610] (the “Confirmation Brief”);
  - p. filed on August 4, 2025, the *Declaration of Andrew D.J. Hede in Support of Confirmation of the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 611] (the “Hede Declaration”);
  - q. caused, among other pleadings, the Confirmation Brief and the Hede Declaration to be served to the parties listed in that certain *Certificate of Service* [Docket No. ~~617~~] (the “Initial Confirmation Materials Affidavit”); ~~and~~
  - r. filed on August 5, 2025, the *Notice of Filing of Second Amended Plan Supplement to the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 616], and caused it to be distributed that same day as evidenced by the *Certificate of Service* [Docket No. 620] (collectively with the Initial Plan Supplement Affidavit, the Supplemental Plan Supplement Affidavit, and the Second Supplemental Plan Supplement Affidavit, the “Plan Supplement Affidavits”);

- s. filed on August 18, 2025, the *Supplemental Declaration of Andrew D.J. Hede in Support of Confirmation of the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 649] (the “Supplemental Hede Declaration”, and together with the Supplemental Confirmation Brief, the “Supplemental Confirmation Documents”);
- t. filed on August 18, 2025, the *Debtors’ Supplemental Brief in Support of Confirmation of the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 648] (the “Supplemental Confirmation Brief”); and
- u. caused the Supplemental Confirmation Documents to be served on the parties listed in that certain *Certificate of Service* [Docket No. •] (together with the Initial Confirmation Materials Affidavit, the “Confirmation Materials Affidavits”).

This Court having:

- a. entered the Solicitation Procedures Order on June 24, 2025;
- b. set July 28, 2025, at 4:00 p.m. (prevailing Eastern Time) (the “Voting and Plan Objection Deadline”) as the deadline for voting on the Plan and deadline for filing objections final approval of the Disclosure Statement and/or confirmation of the Plan;
- c. set August 6, 2025, at 1:00 p.m. (prevailing Eastern Time) as the date and time for the commencement of the Combined Hearing to consider final approval of the Disclosure Statement and confirmation of the Plan in accordance with Bankruptcy Rules 3017 and 3018 and sections 1126, 1128, and 1129 of the Bankruptcy Code;
- d. set August 20, 2025, at 1:00 p.m. (prevailing Eastern Time) as the date and time for the continued Combined Hearing pursuant to the Order Setting Continued Hearing to Provide Opportunity to Supplement Record of Hearing to Consider Confirmation of Debtors’ Second Amended Plan of Reorganization [Docket No. 642];
- e. ~~d.~~ reviewed the Disclosure Statement, the Plan, the Plan Supplement, the Confirmation Brief, the Voting Report, the Hede Declaration, and all pleadings, exhibits, statements, responses, and comments regarding final approval of the Disclosure Statement and confirmation of the Plan (“Confirmation”), including all objections, statements, and reservations of rights Filed by parties in interest on the docket of these Chapter 11 Cases;
- f. ~~e.~~ held the Combined Hearing;
- g. ~~f.~~ heard the statements and arguments made by counsel in respect of final approval of the Disclosure Statement and Confirmation;
- h. ~~g.~~ considered all oral representations, live testimony, written direct testimony, designated deposition testimony, exhibits, documents, filings, and other evidence presented at the Combined Hearing;
- i. ~~h.~~ entered rulings on the record at the Combined Hearing;
- j. ~~i.~~ overruled all objections to the Disclosure Statement, the Plan, and to Confirmation, except as otherwise stated or indicated on the record, and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated; and



k. ~~j~~-taken judicial notice of all papers and pleadings Filed in these Chapter 11 Cases.

NOW THEREFORE, it appearing to the Court that notice of the Combined Hearing and the opportunity for any party-in-interest to object to the adequacy of the Disclosure Statement and confirmation of the Plan have been good and sufficient, and the legal and factual bases set forth in the documents filed in support of confirmation of the Plan, including the Confirmation Brief, the Voting Declaration, and the Hede Declaration, establish just cause for the relief granted herein, after due deliberation thereon and good cause appearing therefor, and the Court, having considered statements of counsel at the Combined Hearing and all evidence of record, including the Voting Declaration and the Hede Declaration, and for the reasons stated on the record at the Combined Hearing, the Court hereby FINDS, DETERMINES, AND CONCLUDES as follows:

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

IT IS HEREBY DETERMINED, FOUND, ADJUDGED, DECREED, AND ORDERED THAT:

**A. Jurisdiction and Venue**

1. Final approval of the Disclosure Statement and Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2). The Court has subject matter jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334. The Debtors have confirmed their consent, pursuant to Rule 7008, to the entry of a final order by the Court in accordance with the terms set forth herein to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution. The Debtors are proper plan proponents under section 1121(a) of the Bankruptcy Code.

**B. Eligibility for Relief**

2. The Debtors were and continue to be entities eligible for relief under section 109 of the Bankruptcy Code.

**C. Commencement and Joint Administration of these Chapter 11 Cases**

3. On the Petition Date, the Debtors commenced these Chapter 11 Cases. On March 27, 2025, the Court entered an amended order [Docket No. 85] authorizing the joint administration of these Chapter 11 Cases in accordance with Bankruptcy Rule 1015(b). The Debtors have operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases.

**D. Appointment of Creditors' Committee**

4. On March 31, 2025, the U.S. Trustee appointed the Official Committee of Unsecured Creditors (the "Creditors' Committee") to represent the interests of the unsecured creditors of the Debtors in these Chapter 11 Cases [Docket No. 111].

**E. Disclosure Statement and Plan**

5. On June 24, 2025, the Court entered the Solicitation Procedures Order, which, among other things, (a) approved on an interim basis the Disclosure Statement as containing "adequate information" pursuant to section 1125(a) of the Bankruptcy Code subject to final approval at the Combined Hearing and (b) authorized the Debtors to solicit acceptances for the Plan.

6. Also on June 24, 2025, the Debtors filed the solicitation versions of the Disclosure Statement and Plan. Pursuant to the Solicitation Procedures Order, on June 30, 2025, the Debtors caused the Solicitation Packages, notice of the Combined Hearing and deadline for objecting to confirmation of the Plan, notice of the Third-Party Release, and process for opting



out, and non-voting notices to be distributed to creditors and parties in interest entitled to receive such Solicitation Packages and notices in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Solicitation Procedures Order, and the Complex Case Procedures.

**F. Plan Supplement**

7. The Plan Supplement complies with the terms of the Plan, and the Debtors provided good and proper notice of the filing in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Solicitation Procedures Order, and the facts and circumstances of these Chapter 11 Cases. No other or further notice is or will be required with respect to the Plan Supplement.

**G. Objections Overruled**

8. Any resolution or disposition of objections (whether formal or informal), reservations of rights, statements, or joinders with respect to approval of the Disclosure Statement on a final basis and Confirmation of the Plan explained or otherwise ruled upon by the Court on the record at the Combined Hearing is hereby incorporated by reference. All unresolved objections, reservations of rights, statements, and joinders are hereby overruled on the merits.

**H. Adequacy of the Disclosure Statement**

9. The Disclosure Statement contains extensive material information regarding the Debtors so that parties entitled to vote on the Plan could make informed decisions regarding the Plan. Additionally, the Disclosure Statement contains “adequate information” as such term is defined in section 1125(a) of the Bankruptcy Code and used in section 1126(b)(2) of the Bankruptcy Code with respect to the Debtors, the Plan, and the transactions contemplated therein.

**I. Solicitation Procedures Order**

10. On June 24, 2025, the Court entered the Solicitation Procedures Order, which, among other things, set the Voting and Plan Objection Deadline and approved the Disclosure Statement on an interim basis.

**J. Transmittal and Mailing of Materials; Notice**

11. As evidenced by the Solicitation Affidavit, the Plan Supplement Affidavits, the Confirmation Materials Affidavits, and the Voting Report, the Debtors provided due, adequate, and sufficient notice of the Plan, the Disclosure Statement, the Solicitation Procedures Order, the Solicitation Packages, the Plan Supplement, and all the other materials distributed by the Debtors in connection with the Confirmation of the Plan in compliance with the Bankruptcy Rules, including Bankruptcy Rules 2002(b), 3017, 3019, and 3020(b), the *Local Rules of the United States Bankruptcy Court For the Northern District of Georgia* (the “Local Rules”), the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”), and the Solicitation Procedures. The Debtors provided due, adequate, and sufficient notice of the Voting and Plan Objection Deadline, the Combined Hearing, and any applicable bar dates and hearings described in the Solicitation Procedures Order in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and the Solicitation Procedures Order. No other or further notice is or shall be required.

**K. Solicitation**

12. The Debtors solicited votes for acceptance and rejection of the Plan in good faith, and such solicitation complied with sections 1125 and 1126, and all other applicable sections, of

the Bankruptcy Code, Bankruptcy Rules 3017, 3018, and 3019, the Solicitation Procedures Order, the Local Rules, and all other applicable rules, laws, and regulations.

**L. Voting Report**

13. Before the Combined Hearing, the Debtors Filed the Voting Report. The procedures used to tabulate ballots were fair and conducted in accordance with the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations.

14. Holders of Claims in Classes 3 and 4 (collectively, the “Voting Classes”) were eligible to vote to accept or reject the Plan in accordance with the Solicitation Procedures. Holders of Claims in Classes 1 and 2 (together, the “Deemed Accepting Classes”) are Unimpaired and conclusively presumed to accept the Plan and, therefore, did not vote to accept or reject the Plan. Holders of Claims or Interests in Classes 5, 6, and 7 (collectively, the “Deemed Rejecting Classes”) are Impaired and conclusively presumed to reject the Plan and, therefore, did not vote to accept or reject the Plan.

**M. Bankruptcy Rule 3016**

15. The Plan was dated and identified the entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The Debtors appropriately filed the Disclosure Statement and the Plan with the Court, thereby satisfying Bankruptcy Rule 3016(b). The injunction, release, and exculpation provisions of the Disclosure Statement and the Plan are in bold font and with specific and conspicuous language, and the Plan and Disclosure Statement describe all acts to be enjoined and identify the entities that will be subject to the injunction, thereby satisfying Bankruptcy Rule 3016(c).

**N. Burden of Proof**

16. The Debtors have met their burden of proving the elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, the applicable evidentiary standard for confirmation. Each witness who testified on behalf of the Debtors in connection with the Combined Hearing in support of the Disclosure Statement, the Plan, and Confirmation was credible, reliable, and qualified to testify as to the topics addressed in his or her testimony.

**O. Compliance with the Requirements of Section 1129 of the Bankruptcy Code**

17. The Plan complies with all applicable provisions of section 1129 of the Bankruptcy Code as follows:

**a. Section 1129(a)(1) – Compliance of the Plan with Applicable Provisions of the Bankruptcy Code**

18. The Plan complies with all applicable provisions of the Bankruptcy Code, including sections 1122 and 1123, as required by section 1129(a)(1) of the Bankruptcy Code.

**i. Sections 1122 and 1123(a)(1) – Proper Classification**

19. The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. In accordance with sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Interests into seven different Classes, based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Claims, DIP Lender Claims, Professional Fee Claims, and Priority Tax Claims, which are addressed in Article II of the Plan and are required not to be designated as separate Classes by section 1123(a)(1) of the Bankruptcy Code). Valid business, factual, and legal reasons exist for the separate classification of the various Classes of Claims and Interests created under the Plan, the classifications were not implemented for any improper purpose, and

the creation of such Classes does not unfairly discriminate between or among holders of Claims or Interests.

20. In accordance with section 1122(a) of the Bankruptcy Code, each Class of Claims or Interests contains only Claims or Interests substantially similar to the other Claims or Interests within that Class. Accordingly, the Plan satisfies the requirements of sections 1122(a), 1122(b), and 1123(a)(1) of the Bankruptcy Code.

**ii. Section 1123(a)(2) – Specification of Unimpaired Classes**

21. Article III of the Plan specifies that Claims in the Deemed Accepting Classes are Unimpaired under the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code.

**iii. Section 1123(a)(3) – Specification of Treatment of Voting Classes**

22. Article III of the Plan specifies the treatment of each Voting Class under the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code.

**iv. Section 1123(a)(4) – No Discrimination**

23. Article III of the Plan provides the same treatment to each Claim or Interest in any particular Class, as the case may be, unless the holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim or Interest. Accordingly, the Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.

**v. Section 1123(a)(5) – Adequate Means for Plan Implementation**

24. The Disclosure Statement, the Plan, and the various documents included in the Plan Supplement provide adequate and proper means for the Plan's execution and implementation, including: (a) the cancellation of certain existing agreements, obligations, instruments, and Claims and Interests; (b) the appointment of the Plan Administrator to

administer the Plan and effectuate the Wind Down of the Wind Down Debtors in accordance with the Wind Down Agreement and the Plan; (c) the establishment and funding of the Litigation Trust pursuant to the Litigation Trust Agreement and the transfer of the Litigation Trust Assets to the Litigation Trust free and clear of all Liens, Claims, charges, or other encumbrances, subject only to the Litigation Trust Interests; (d) the vesting of all Remaining Assets not transferred to the Litigation Trust or otherwise distributed on the Effective Date in the Wind Down Debtors; (e) effectuating the Creditors' Committee Settlement; and (f) the execution, delivery, filing, or recording of all contracts, securities, instruments, releases, and other agreements or documents in furtherance of the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

**vi. Section 1123(a)(6) – Non-Voting Equity Securities**

25. No equity securities are being issued pursuant to the Plan. Additionally, section 1123(a)(6) of the Bankruptcy Code applies solely to corporate debtors. The Debtors in these Chapter 11 Cases are limited liability companies or limited liability partnerships and, therefore, do not fall within the definition of a “corporation” under section 101(9) of the Bankruptcy Code. Accordingly, section 1123(a)(6) does not apply to the Plan.

**vii. Section 1123(a)(7) – Directors, Officers, and Trustees**

26. The Plan provides for the appointment of a Plan Administrator on the Effective Date, which appointee will succeed to the powers of the Debtors' officers, directors, and shareholders. The Plan Administrator is designated as the representative of the Wind Down Debtors' Estates under section 1123(b)(3)(B) of the Bankruptcy Code. The Plan Administrator is selected jointly by the Debtors and the Lenders, ensuring creditor involvement and alignment with creditor interests. Additionally, the initial Litigation Trustee (Olympus Guardians LLC) has

been selected by the Creditors' Committee, which represents the interests of General Unsecured Creditors, which are the beneficiaries of the Litigation Trust. The Debtors have disclosed the identity of the Plan Administrator and the Litigation Trustee in the Plan Supplement. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

**b. Section 1123(b) – Discretionary Contents of the Plan**

27. The Plan contains various provisions that may be construed as discretionary and not necessary for confirmation under the Bankruptcy Code. Any such discretionary provision complies with section 1123(b) of the Bankruptcy Code and is not inconsistent with the applicable provisions of the Bankruptcy Code. Thus, the Plan satisfies section 1123(b).

**i. Impairment/Unimpairment of Any Class of Claims or Interests**

28. Pursuant to the Plan, Article III of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims or Interests, as contemplated by section 1123(b)(1) of the Bankruptcy Code.

**ii. Assumption and Rejection of Executory Contracts and Unexpired Leases**

29. Article VI of the Plan addresses the assumption and rejection of executory contracts and unexpired leases and meets the requirements of section 365(b) of the Bankruptcy Code. Consistent with section 1123(b)(2) of the Bankruptcy Code, Article VI.A of the Plan provides that on the Effective Date, except as otherwise provided in the Plan, each Debtor will be deemed to have rejected each Executory Contract or Unexpired Lease to which such Debtor is a party, unless such Executory Contract or Unexpired Lease (i) was previously assumed, assumed and assigned, or rejected; (ii) was previously expired or terminated pursuant to its own terms; or (iii) is the subject of a motion or notice to assume or reject Filed on or before the Confirmation Date.

**iii. Compromise and Settlement**

30. As permitted by section 1123(b)(3)(A) of the Bankruptcy Code, Article IV.H of the Plan provides for the Creditors' Committee Settlement and Article X of the Plan provides for releases of certain Claims and Causes of Action owned by the Debtors or the Debtors' Estates. Accordingly, the Plan is consistent with section 1123(b) of the Bankruptcy Code.

**(1) Creditors' Committee Settlement**

31. The Creditors' Committee Settlement entered into by the Debtors, the Lenders, and the Creditors' Committee, described in more detail in Article VI.J of the Disclosure Statement and as incorporated into the Plan, is in accordance with section 1123(b)(3)(A) of the Bankruptcy Code and represents a valid exercise of the Debtors' business judgment. The Creditors' Committee Settlement was entered into in good faith and is: (a) the product of extensive arms'-length negotiations by and between the Debtors, the Lenders, and the Creditors' Committee; (b) in the best interests of the Debtors, their Estates, and the Holders of Claims and



Interests; (c) fair, equitable, and reasonable; (d) an integral element of the transactions incorporated into the Plan; and (e) consistent with sections 105, 1123, and 1129 of the Bankruptcy Code, other provisions of the Bankruptcy Code, Bankruptcy Rule 9019, and other applicable law.

## **(2) Debtor Release**

32. The release of Claims and Causes of Action by the Debtors set forth in Article X.C of the Plan (the “Debtor Release”) is in accordance with section 1123(b) of the Bankruptcy Code and represents a valid exercise of the Debtors’ business judgment under Bankruptcy Rule 9019. The Debtor Release is fair, equitable, reasonable, and in the best interests of the Debtors’ Estates, is a key component of the Plan, and otherwise constitutes a settlement of Claims and Causes of Action under section 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019.

33. Releases of the Released Parties by the Debtors and the Releasing Parties are critically important to the success of the Plan and implements the concessions and compromises made by the parties to these Chapter 11 Cases and the transactions contemplated by the Plan. The Released Parties played an integral role in the formulation and implementation of the Plan. The Plan reflects the settlement and resolution of several complex issues, and the Debtor Release is an integral part of the consideration to be provided in exchange for the compromises and resolutions embodied in the Plan.

34. This Confirmation Order constitutes the Court’s approval, pursuant to section 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Court’s finding that the Debtor Release is: (a) in exchange for the

good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the liquidation and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors, the Debtors' Estates and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Wind Down Debtors, or their respective Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release. For the avoidance of doubt, the Debtor Release shall not, and shall not be interpreted or deemed to, release any Litigation Trust Claims.

### **(3) Third-Party Release**

35. The release by the Releasing Parties set forth in Article X.D of the Plan (the "Third-Party Release"), is an essential provision of the Plan and is appropriately tailored under the facts and circumstances of the Chapter 11 Cases. The Third-Party Release constitutes consensual releases for the Released Parties by the Releasing Parties.

36. The Ballots (in the form approved by the Solicitation Procedures Order and distributed by the Debtors) explicitly stated that a vote to accept the Plan constitutes an acceptance and consent to the releases set forth in the Plan and included the Third-Party Release. In addition, the Third-Party Release was conspicuously disclosed in boldface type in the Plan, the Disclosure Statement, the notice to holders of Unimpaired Claims and Interests, the notice to Holders of Impaired Claims and Interests that will not receive distributions or retain property under the Plan, and other notices in the Solicitation Packages, each of which provided parties in interest with sufficient notice of the Third-Party Release. Thus, subject to the supplemental opt-out procedure approved herein that applies solely to the Holders of

Interests in Air Pros Solutions Holdings, LLC (“Holdings”) (the “Supplemental Opt-Out Procedure”), each Releasing Party was given due and adequate notice that they would be granting the Third-Party Release by voting to accept the Plan, failing to opt out of the Third-Party Release if voting against the Plan, abstaining from voting on the Plan, failing to object to the Third-Party Release prior to the deadline to object to Confirmation of the Plan or as otherwise described in the Plan. Accordingly, the Third-Party Release is consensual.

37. Supplemental Opt-Out Procedure. The Statement of Financial Affairs for Holdings [Case No. 25-10363, Docket No. 10] identifies nine members of Holdings (collectively, the “Holdings Members”). As set forth in the Initial Solicitation Affidavit, each of the Holdings Members was served with the Combined Hearing Notice. The Combined Hearing Notice provided the Holdings Members with notice of the Disclosure Statement, the Plan, the Combined Hearing, the deadline to object to the Plan, and the releases, exculpations, and injunctions contained in the Plan, including the Third-Party Release and the process for opting out of the Third-Party Release and method for requesting an appropriate opt-out form from the Claims and Noticing Agent. Notwithstanding the foregoing, within three business days of the entry of this Confirmation Order, the Debtors shall mail or cause to be mailed a copy of the Supplemental Notice of Opt-Out Form Regarding Third-Party Releases, in substantially the form attached hereto as Exhibit B (the “Supplemental Opt-Out Notice”), on each of the Holdings Members. Any Holdings Member that does not submit the opt-out form included in the Supplemental Opt-Out Notice in accordance with the instructions therein on or before September 19, 2025, at 4:00 p.m. (prevailing Eastern Time) shall be deemed to be a “Releasing Party” under the Plan.

38. ~~37.~~ Deemed Consent. Additionally, the Third-Party Release provides that any creditor or interest-holder who did not (i) return a Ballot or opt-out election form or (ii) file an objection to the Third-Party Release, that believes that its individual circumstances related to its ability to return a Ballot or opt-out election form opting out of the Third-Party Release or to object to the Third-Party Release are such that it should not be deemed to have consented to such Third-Party Release as a result of such failure, may seek relief from this Court to exercise its rights and claims free of the ~~Third-Party~~Third-Party Release by rebutting the presumption that its failure to return a Ballot or opt-out election form opting out of the Third Party Release or to object to the ~~Third-Party~~Third-Party Release should be deemed to represent its consent to the Third Party Release. In any pleading regarding this provision filed with the Court, any party seeking such relief must: (i) identify the claim(s) or types of claims the party wishes to pursue, (ii) identify the parties or the types of parties against such claims will be asserted, and (iii) state with particularity why such party should not be deemed to have consented to the Third-Party Release as a result of such party's failure to timely return a Ballot or opt-out election form or file an objection to the Third-Party Release.

39. ~~38.~~ This Confirmation Order constitutes the Court's approval, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the Confirmation of the Plan, important to the overall objectives of the Plan and an essential means of implementing the Plan pursuant to section 1123(a)(5) of the Bankruptcy Code; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the

liquidation and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) materially beneficial to, and in the best interests of the Debtors and their respective Estates and stakeholders; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release; (i) within the jurisdiction of this Court under 28 U.S.C. §§ 1334(a), 1334(b), and 1334(d); and (j) consistent with sections 105, 1123, 1129, and 1141 and other applicable provisions of the Bankruptcy Code.

**(4) Exculpation**

40. ~~39.~~ The exculpation provisions set forth in Article X.E of the Plan are essential to the Plan. The record in these Chapter 11 Cases fully supports the exculpation provisions set forth in Article X.E of the Plan.

**(5) Injunction**

41. ~~40.~~ The injunction provisions set forth in Article X.F of the Plan are essential to the Plan and are necessary to implement the Plan and to preserve and enforce the Debtor Release, the Third-Party Release, and the exculpation provisions in Article X.E of the Plan. Such injunction provisions are appropriately tailored to achieve those purposes.

**c. Section 1129(a)(2) – Compliance of the Debtors and Others with the Applicable Provisions of the Bankruptcy Code**

42. ~~41.~~ The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126, and 1128, and Bankruptcy Rules 3017, 3018, and 3019.

43. ~~42.~~ The Debtors and their agents solicited votes to accept or reject the Plan after the Court approved the adequacy of the Disclosure Statement on an interim basis pursuant to section 1125(a) of the Bankruptcy Code and the Solicitation Procedures Order.

44. ~~43.~~ The Debtors and each of their agents have solicited and tabulated votes on the Plan and have participated in the activities described in section 1125 of the Bankruptcy Code fairly, in good faith within the meaning of section 1125(e), and in a manner consistent with the applicable provisions of the Solicitation Procedures Order, the Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and all other applicable rules, laws, and regulations and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Article X.E of the Plan.

45. ~~44.~~ The Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the offering, issuance, and distribution of recoveries under the Plan and therefore are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or distributions made pursuant to the Plan, so long as such distributions are made consistent with and pursuant to the Plan.

**d. Section 1129(a)(3) – Proposal of Plan in Good Faith**

46. ~~45.~~ The Debtors have proposed the Plan in good faith and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases, the

Plan itself, and the process leading to its formulation. The Debtors' good faith is evident from the facts and record in these Chapter 11 Cases, the Disclosure Statement, the hearing on interim approval of the Disclosure Statement, and the record of the Combined Hearing and other proceedings in these Chapter 11 Cases.

47. ~~46.~~ The Plan is the product of good faith, arms'-length negotiations by and among the Debtors and their key constituents, including the Creditors' Committee, the Prepetition Lenders, and the DIP Lenders. The Plan itself and the process leading to its formulation provide independent evidence of the Debtors' and such other parties' good faith and assure the fair treatment of holders of Claims or Interests. Consistent with the overriding purpose of chapter 11, the Debtors filed these Chapter 11 Cases with the belief that the marketing and sale of substantially all of their assets pursuant to section 363 of the Bankruptcy Code would maximize the value of their assets for all stakeholders. The Plan was negotiated and proposed with the intention of implementing a structured wind-down of the Debtors' estates to, among other things, liquidate remaining assets and distribute proceeds to creditors in accordance with the priority scheme of the Bankruptcy Code and the terms of the Plan, and for no ulterior purpose. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

**e. Section 1129(a)(4) – Court Approval of Certain Payments as Reasonable**

48. ~~47.~~ The procedures set forth in the Plan for the Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, satisfy the objectives of, and are in compliance with, Bankruptcy Code section 1129(a)(4). Payment of Professional Fee Claims for services rendered from the Petition Date through the Effective Date

are subject to the approval of this Court. Accordingly, the Plan satisfies the requirements of section 1129(a)(4).

**f. Section 1129(a)(5) – Disclosure of Directors and Officers and Consistency with the Interests of Creditors and Public Policy**

49. ~~48.~~ On the Effective Date, the Plan Administrator will be appointed and will succeed to such powers as would have been applicable to the Debtors' officers, directors, and shareholders. The identities of the Plan Administrator, the Litigation Trustee, and the Litigation Trust Advisory Committee were disclosed in the Plan Supplement. Accordingly, the Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

**g. Section 1129(a)(6) – Rate Changes**

50. ~~49.~~ The Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission and therefore will not require governmental regulatory approval. Therefore, section 1129(a)(6) of the Bankruptcy Code does not apply to the Plan.

**h. Section 1129(a)(7) – Best Interests of Holders of Claims and Interests**

51. ~~50.~~ The evidence in support of the Plan and Disclosure Statement that was proffered or adduced at the Combined Hearing, and the facts and circumstances of these Chapter 11 Cases, establish that each holder of an Allowed Claim or Allowed Interest in each Class will recover as much or more value under the Plan on account of such Claim or Interest, as of the Effective Date, than the amount such holder would receive if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code, as evidenced by the liquidation analysis attached as Exhibit D to the Disclosure Statement. As a result, the Debtors have demonstrated that the Plan is in the best interest of their creditors and equity holders and the requirements of section 1129(a)(7) of the Bankruptcy Code are satisfied.



**i. Section 1129(a)(8) – Conclusive Presumption of Acceptance by Unimpaired Classes; Acceptance of the Plan by Certain Voting Classes**

52. ~~51.~~ The Classes that are Unimpaired under the Plan are deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. With respect to Classes entitled to vote on the Plan, Class 3 (Prepetition Lender Secured Claims) and Class 4 (General Unsecured Claims) are impaired and have voted to accept the Plan. Finally, with respect to any Class that voted, or is deemed, to reject the Plan, the Plan is confirmable because the Plan does not discriminate unfairly and is fair and equitable with respect to each such Class and thus satisfies section 1129(b) of the Bankruptcy Code with respect to such Classes as described further below. As a result, the requirements of section 1129(a)(8) of the Bankruptcy Code are satisfied.

**j. Section 1129(a)(9) – Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code**

53. ~~52.~~ The treatment of Administrative Claims, Professional Fee Claims, DIP Lender Claims, and Priority Tax Claims under Article II of the Plan satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

**k. Section 1129(a)(10) – Acceptance by at Least One Voting Class**

54. ~~53.~~ As set forth in the Voting Report, Classes 3 and 4 voted to [accept] the Plan, and at least one Voting Class has accepted the Plan for each Debtor, determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code). Accordingly, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.

**l. Section 1129(a)(11) – Feasibility of the Plan**

55. ~~54.~~ As evidenced by the Hede Declaration, the Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The evidence supporting the Plan proffered or adduced by the Debtors

at or before the Combined Hearing: (a) is reasonable, persuasive, credible, and accurate as of the dates such evidence was prepared, presented, or proffered; (b) has not been controverted by other persuasive evidence; (c) establishes that the Plan is feasible and Confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization; (d) establishes that the Wind Down Debtors and Litigation Trust will have sufficient funds available to meet their obligations under the Plan – including sufficient amounts of Cash to fund the Wind Down Cash Amount, the Professional Fee Reserve Amount, the Litigation Trust Funding Amount, and ensure payment of Allowed Claims that will receive Cash distributions pursuant to the terms of the Plan; and (e) establishes that the Debtors or the Wind Down Debtors, as applicable, will have the financial wherewithal to pay any Claims that accrue, become payable, or are allowed by Final Order following the Effective Date. Accordingly, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

**m. Section 1129(a)(12) – Payment of Statutory Fees**

56. ~~55.~~ Notwithstanding anything to the contrary in the Plan, all fees payable to the U.S. Trustee through the Effective Date pursuant to 28 U.S.C. § 1930 (“Statutory Fees”) shall be paid on or as soon as practicable after the Effective Date. The Debtors, for periods accruing prior to the Effective Date, and the Wind Down Debtors and Litigation Trust (with respect to disbursements made by the Litigation Trustee from the Litigation Trust), for periods accruing on and after the Effective Date, shall be liable to pay Statutory Fees to the U.S. Trustee in accordance with 28 U.S.C. § 1930 until the earliest to occur of the particular Debtors’ case being converted to a case under chapter 7, dismissed, or closed; provided, for the avoidance of doubt, the Debtors and the Wind Down Debtors shall be solely liable to pay Statutory Fees on account of the payment of the Litigation Trust Funding Amount to the Litigation Trust. The Wind Down

Debtors shall File post-confirmation quarterly reports, or any pre-confirmation monthly operating reports not Filed as of the Combined Hearing, in conformance with the U.S. Trustee Guidelines, which reports shall include a separate schedule of disbursements made by the Litigation Trust during the applicable period. All Statutory Fees that are paid by the Wind Down Debtors on account of disbursements made by the Litigation Trust (other than the Litigation Trust Funding Amount) shall be reimbursed by the Litigation Trust to the Wind Down Debtors. The U.S. Trustee shall not be required to File a request for payment of its quarterly fees, which shall be deemed an Administrative Claim against the Debtors and their Estates.

**n. Section 1129(a)(13), (14), (15), and (16) – Retiree Benefits, Domestic Support Obligations, Individuals, and Nonprofit Corporations**

57. ~~56.~~ The Debtors do not provide any retiree benefits or owe any domestic support obligations, are not individuals, and are not nonprofit corporations. Therefore, sections 1129(a)(13), (14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to these Chapter 11 Cases.

**o. Section 1129(b) – Confirmation of Plan Over Nonacceptance of Classes**

58. ~~57.~~ With respect to the Classes that have not accepted the Plan (the “Non- Accepting Classes”), the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code because: (a) at least one Voting Class voted to accept the Plan; and (b) the Plan does not discriminate unfairly and is fair and equitable with respect to the Non-Accepting Classes. Specifically, the Plan is fair and equitable with respect to each Non-Accepting Class because no Holder of a Claim or Interest that is junior to the Claims and Interests in the Non-Accepting Classes will receive or retain any property on account of such junior Claim or Interest. As a result, the Plan satisfies the requirements of section 1129(b) of the

Bankruptcy Code. Thus, the Plan may be confirmed even though section 1129(a)(8) of the Bankruptcy Code is not satisfied. After entry of this Confirmation Order and upon the occurrence of the Effective Date, the Plan shall be binding upon the members of the Voting Classes that voted to reject the Plan.

**p. Section 1129(c) – Only One Plan**

59. ~~58.~~ Other than the Plan (including previous versions thereof), no other plan has been filed in these Chapter 11 Cases. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code are satisfied.

**q. Section 1129(d) – Principal Purpose of the Plan Is Not Avoidance of Taxes or Section 5 of the Securities Act**

60. ~~59.~~ No Governmental Unit has requested that the Court refuse to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. As evidenced by its terms, the principal purpose of the Plan is not such avoidance. Accordingly, the requirements of section 1129(d) of the Bankruptcy Code have been satisfied.

**r. Section 1129(e) – Not Small Business Cases**

61. ~~60.~~ These Chapter 11 Cases are not small business cases, and accordingly, section 1129(e) of the Bankruptcy Code does not apply to these Chapter 11 Cases.

**s. Satisfaction of Confirmation Requirements**

62. ~~61.~~ Based upon the foregoing and all other pleadings and evidence proffered or adduced at or prior to the Combined Hearing, the Plan and the Debtors, as applicable, satisfy all the requirements for plan confirmation set forth in section 1129 of the Bankruptcy Code.

**P. Good Faith**

63. ~~62.~~ The Debtors have proposed the Plan in good faith, with the legitimate and honest purpose of maximizing the value of the Debtors' Estates for the benefit of their stakeholders. The Plan accomplishes this goal. Accordingly, the Debtors have been, are, and will continue acting in good faith if they proceed to: (a) consummate the Plan and the agreements, settlements, transactions, and transfers contemplated thereby; and (b) take the actions authorized and directed or contemplated by this Confirmation Order or the Plan. Therefore, the Plan has been proposed in good faith to achieve a result consistent with the objectives and purposes of the Bankruptcy Code.

**Q. Implementation**

64. ~~63.~~ All documents and agreements necessary to implement transactions contemplated by the Plan, including those contained or summarized in the Plan Supplement, have been negotiated in good faith and at arms'-length, are in the best interests of the Debtors and their Estates, and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local law. The Debtors are authorized to take any action reasonably necessary or appropriate to consummate such agreements and the transactions contemplated thereby.

65. ~~64.~~ Except as otherwise provided in the Plan, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, and, for the avoidance of doubt, except for the Litigation Trust Claims and other Litigation Trust Assets, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in the Wind Down Debtors free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided

in the Plan, each Wind Down Debtor may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

**R. Treatment of Executory Contracts and Unexpired Leases**

66. ~~65.~~ Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, upon the occurrence of the Effective Date, the Plan provides for the rejection of Executory Contracts and Unexpired Leases unless such Executory Contract or Unexpired Lease (i) was previously assumed, assumed and assigned, or rejected; (ii) was previously expired or terminated pursuant to its own terms; or (iii) is the subject of a motion or notice to assume or reject filed on or before the Confirmation Date. The Debtors' determinations regarding the rejection of Executory Contracts and Unexpired Leases are based on, and within the sound business judgment of, the Debtors, are necessary to the implementation of the Plan, and are in the best interests of the Debtors, their Estates, holders of Claims or Interests, and other parties in interest in these Chapter 11 Cases.

**ORDER**

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

67. ~~66.~~ The above findings of fact and conclusions of law, as well as any additional findings of fact and conclusions of law announced by the Court at the Combined Hearing, are hereby incorporated in this Confirmation Order.

68. ~~67.~~ The Disclosure Statement is approved in all respects on a final basis pursuant to section 1125 of the Bankruptcy Code.

69. ~~68.~~ The Plan, attached hereto as Exhibit A, is approved and confirmed under section 1129 of the Bankruptcy Code.

70. ~~69.~~ The Plan Supplement, including the documents contained therein that may be amended through and including the Effective Date in accordance with and as permitted by the Plan, is approved. The terms of the Plan, the Plan Supplement, and the exhibits thereto are incorporated herein by reference and are an integral part of this Confirmation Order. In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. If there is a conflict between the terms of the Plan (including any documents in the Plan Supplement) or the Disclosure Statement and the terms of this Confirmation Order, the terms of this Confirmation Order shall control. The Debtors, in accordance with the Plan, may amend the Plan Supplement prior to the Effective Date.

71. ~~70.~~ The terms of the Plan, the Plan Supplement, all exhibits thereto, and this Confirmation Order shall be effective and binding as of the Effective Date on all parties in interest, including, but not limited to, the Debtors, the Committee, the Litigation Trust, all Holders of Claims or Interests, all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan or the Confirmation Order, and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

72. ~~71.~~ The failure to include or refer to any particular article, section, or provision of the Plan, the Plan Supplement or any related document, agreement, or exhibit does not impair the effectiveness of that article, section, or provision; it being the intent of the Court that the Plan, the Plan Supplement, and any related document, agreement, or exhibit are approved in their entirety.

**A. Objections**

73. ~~72.~~ To the extent that any objections (including any reservations of rights contained therein) to final approval of the Disclosure Statement and/or Confirmation of the Plan have not been withdrawn, waived, or settled before entry of this Confirmation Order, are not cured by the relief granted in this Confirmation Order, or have not been otherwise resolved as stated on the record of the Combined Hearing, all such objections (including any reservation of rights contained therein) are hereby overruled in their entirety and on their merits.

**B. Findings of Fact and Conclusions of Law**

74. ~~73.~~ The findings of fact and the conclusions of law set forth in this Confirmation Order constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Court at the Combined Hearing in relation to final approval of the Disclosure Statement or Confirmation of the Plan are hereby incorporated into this Confirmation Order. To the extent that any of the following constitutes findings of fact or conclusions of law, they are adopted as such. To the extent any finding of fact or conclusion of law set forth in this Confirmation Order (including any findings of fact or conclusions of law announced by the Court at the Combined Hearing and incorporated herein) constitutes an order of this Court, it is adopted as such.

**C. Combined Hearing Notice and Solicitation**

75. ~~74.~~ The Combined Hearing Notice complied with the terms of the Solicitation Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the applicable provisions of the Bankruptcy



Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and applicable non-bankruptcy law. No further notice of the Combined Hearing was required or need be given.

76. ~~75.~~ The solicitation of votes on the Plan complied with the Solicitation Procedures, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Solicitation Procedures Order, the Complex Case Procedures, and applicable non-bankruptcy law.

**D. Settlement of Claims and Controversies**

77. ~~76.~~ In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Court, after the Effective Date, the Wind Down Debtors may compromise and settle any Claims and Causes of Action against other Entities, except, for the avoidance of doubt, any Litigation Trust Claims.

**E. The Creditors' Committee Settlement**

78. ~~77.~~ Entry of this Confirmation Order constitutes this Court's approval of the Creditors' Committee Settlement in all respects, as well as a finding by this Court that the Creditors' Committee Settlement is fair and equitable and in the best interests of the Debtors, their Estates, and the Holders of Claims and Interests.

**F. Substantive Consolidation**

79. ~~78.~~ The Plan contemplates and is predicated upon the deemed substantive consolidation of the Debtors' Estates for voting, confirmation, and distribution purposes, as set forth in Article IV.J of the Plan. As of the Effective Date, (a) all Intercompany Claims between the Debtors shall be eliminated; (b) all assets and liabilities of the Debtors shall be merged or treated as if they were merged with the assets and liabilities of Holdings; (c) any principal

obligation of a Debtor and any guarantee thereof by another Debtor shall be deemed to be a single principal obligation of Holdings; (d) each Claim filed or to be filed against any Debtors' Estate shall be deemed filed only against Holdings and shall be deemed a single Claim against and a single principal obligation of Holdings for distribution purposes, which, to the extent such Claim is Allowed, be paid from the Wind Down Estate or Litigation Trust, as applicable; and (e) any joint or several liability of the Debtors shall be deemed a single principal obligation of Holdings. On the Effective Date, and in accordance with the terms of the Plan and the consolidation of the assets and liabilities of the Debtors, all Claims based upon guarantees of collection, payment, or performance made by one Debtor (other than Holdings) as to the principal obligations of another Debtor shall be released and of no further force and effect.

80. ~~79.~~ The substantive consolidation effected pursuant to Article IV.J of the Plan (a) shall not affect the rights of any Holder of a Secured Claim, provided, for the avoidance of doubt, the Prepetition Lender Deficiency Claim shall be a single General Unsecured Claim against Holdings; and (b) shall not, and shall not be deemed to, prejudice Causes of Action, including Litigation Trust Claims (subject to the releases set forth in Article X of the Plan), which shall survive entry of a substantive consolidation order, as if there had been no substantive consolidation.

**G. Incorporation by Reference**

81. ~~80.~~ The terms and provisions of the Plan and the exhibits thereto are incorporated by reference and are an integral part of this Confirmation Order. The terms of the Plan, the Plan Supplement, all exhibits thereto, and all other relevant and necessary documents shall, on and after the Effective Date, be binding in all respects upon, and shall inure to the benefit of, the Debtors, their Estates and their creditors, and their respective successors and assigns, non-debtor

affiliates, any affected third parties, all holders of equity interests in the Debtors, all holders of any Claims, whether known or unknown, against the Debtors, including, but not limited to all contract counterparties, borrowers, leaseholders, governmental units, and any trustees, examiners, administrators, responsible officers, estate representatives, or similar entities for the Debtors, if any, subsequently appointed in any of the Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Chapter 11 Cases, and each of their respective affiliates, successors, and assigns.

#### **H. The Releases, Injunction, Exculpation, and Related Provisions Under the Plan**

82. ~~81.~~ Pursuant to Bankruptcy Rule 3020(c)(1), the following provisions in the Plan are hereby approved and authorized in their entirety and will be effective immediately on the Effective Date without further order or action by the Court, any of the parties to such release, or any other Entity: (a) Debtor Release; (b) Third-Party Release (subject to the Supplemental Opt-Out Procedure solely with respect to the Holdings Members); (c) the exculpation provisions in Article X.E of the Plan; and (d) the injunction provisions in Article X.F of the Plan.

#### **I. Non-Discharge of the Debtors; Injunction**

83. ~~82.~~ In accordance with section 1141(d)(3) of the Bankruptcy Code, the Plan does not discharge the Debtors. Section 1141(c) of the Bankruptcy Code nevertheless provides, among other things, that the property dealt with by the Plan is free and clear of all Claims and Interests against the Debtors. As a result, notwithstanding anything to the contrary in the Plan, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released by the Debtors pursuant to the Plan; (c) are subject to exculpation pursuant to the Plan; or (d) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan,

are permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Wind Down Debtors, the Plan Administrator, the Litigation Trust, the Litigation Trustee, the Released Parties, or the Exculpated Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (4) asserting any right of setoff (other than (x) setoffs exercised prior to the Petition Date, (y) setoff rights asserted or reserved in a timely-filed proof of claim, or (z) setoff rights asserted or reserved in a motion or objection to confirmation filed with the Bankruptcy Court on or before the Confirmation Date (including, without limitation, the proof of claim and/or limited objection to confirmation [Docket No. 593] filed by Continental Casualty Company and National Fire Insurance Company of Hartford, and their applicable affiliates (individually or collectively, “CNA”); provided, for the avoidance of doubt, and notwithstanding anything to the contrary contained in the Plan or Confirmation Order, CNA shall retain all rights of setoff and recoupment under its policies, program agreements, and applicable law, regardless of when the applicable debits and credits accrue)) or subrogation of any kind against any debt, liability, or obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any Claims, Causes of Action, or Interests; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account

of or in connection with or with respect to any such Claims, Interests, or Causes of Action discharged, released, exculpated or settled pursuant to the Plan. Any Entity injured by any willful violation of such injunction may seek actual damages and, in appropriate circumstances, may seek punitive damages from the willful violator.

**J. Preservation of Causes of Action**

84. ~~83.~~ Except for any Cause of Action against a Person that is expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or a Final Order, or transferred to the Litigation Trust pursuant to and in accordance with the Plan, in accordance with section 1123(b) of the Bankruptcy Code, the Wind Down Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date and such rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Wind Down Debtors may pursue such Causes of Action, as appropriate, in the Wind Down Debtors' sole discretion. No Person may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Wind Down Debtors will not pursue any and all available Causes of Action against it. Unless a Cause of Action against a Person is expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or a Final Order or transferred to the Litigation Trust pursuant to and in accordance with the Plan, the Debtors or Wind Down Debtors, as applicable, expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to

such Causes of Action upon, after, or as a consequence of, entry of the Confirmation Order or Consummation.

85. ~~84.~~ In accordance with section 1123(b)(3) of the Bankruptcy Code, except as otherwise provided herein, any Causes of Action (other than the Litigation Trust Claims) that a Debtor may hold against any Entity shall vest in the Wind Down Debtors. The Wind Down Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to, or action, order, or approval of, the Court. For the avoidance of doubt, the Plan Administrator shall have standing to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action on behalf of the Wind Down Debtors and their Estates.

86. ~~85.~~ In accordance with section 1123(b)(3) of the Bankruptcy Code, the Litigation Trust shall have the exclusive right, authority, and standing to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any Litigation Trust Claims, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to, or action, order, or approval of, the Court. The Litigation Trust shall be entitled to enjoy the benefits of section 108(a) of the Bankruptcy Code and shall be deemed to be a trustee (as that term is used in section 108(a)) for purposes of prosecuting the Litigation Trust Claims. The Litigation Trust shall be deemed a party in interest for all purposes in these Chapter 11 Cases pursuant to section 1109(b) of the Bankruptcy Code.

**K. Retention of Jurisdiction**

87. ~~86.~~ This Court retains jurisdiction over these Chapter 11 Cases, all matters arising out of or related to these Chapter 11 Cases and the Plan, the matters set forth in Article XIII of the Plan, and any other applicable provisions of the Plan.

**L. Effectiveness of All Actions**

88. ~~87.~~ Except as set forth in the Plan, all actions authorized to be taken pursuant to the Plan shall be effective upon the occurrence of the Effective Date pursuant to this Confirmation Order, without further application to or order of the Court, or any further action by the Debtors, the Wind Down Debtors, the Plan Administrator, the Litigation Trust, or the Litigation Trustee.

**M. Approval of Consents and Authorization to Take Acts Necessary to Implement Plan**

89. ~~88.~~ This Confirmation Order shall constitute all authority, approvals, and consents required, if any, by the laws, rules, and regulations of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts and transactions referred to in or contemplated by the Plan, the Plan Supplement, the Disclosure Statement, and any documents, instruments, securities, or agreements, and any amendments or modifications thereto.

**N. Plan Implementation Authorization**

90. ~~89.~~ On and after the Effective Date, the Plan Administrator is authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan and the transactions contemplated thereby, in each case, in the name of and on behalf of the Wind Down

Debtors, without the need for any approvals, authorization, or consents except those expressly required pursuant to the Plan. In connection with the foregoing, the Plan Administrator shall complete any remaining Wind Down activities of the Wind Down Debtors.

**O. Wind Down**

91. ~~90.~~ The Plan Administrator is hereby authorized, immediately upon entry of this Confirmation Order, or as soon as reasonably practicable thereafter, to take all actions, not inconsistent with the express terms of the Plan, this Confirmation Order, or the Plan Supplement, as applicable and as may be necessary or appropriate to effectuate the Wind Down without any further approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, including: (1) the execution, delivery, filing, or recording such contracts, securities, instruments, releases, and other agreements or documents and taking such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan and the transactions contemplated thereby, in each case, in the name of and on behalf of the Wind Down Debtors; and (2) the completion of any remaining Wind Down activities of the Wind Down Debtors. Any transfers of assets, Claims, or Interests effected, or any obligations incurred through the Wind Down are hereby approved and shall not constitute fraudulent conveyances or fraudulent transfers or otherwise be subject to avoidance.

**P. Distributions on Account of Lender Claims**

92. ~~91.~~ In accordance with the Prepetition Loan Documents, the DIP Loan Documents, and the Sale Orders, as applicable, and without need for further order of this Court, the Lenders' Class 3 Prepetition Lender Secured Claims and Class 4 Prepetition Lender Deficiency Claim shall be Allowed for distribution purposes under the Plan in the amounts as agreed among the Debtors, the Lenders, and the Creditors' Committee, provided the Court



retains jurisdiction to resolve any disputes among the Debtors, the Lenders, and the Creditors' Committee regarding such amounts; provided further that any unpaid DIP Lender Claims shall, after there are no longer any Remaining Assets, constitute and be added to the Prepetition Lender Deficiency Claim for distribution purposes under the Plan.

93. ~~92.~~ Notwithstanding anything to the contrary set forth in the Plan, all Distributions on account of Allowed DIP Lender Claims and Allowed Prepetition Lender Claims shall be made by the Plan Administrator or Litigation Trustee, as applicable, to or at the direction of the DIP Agent and Prepetition Agent, as applicable, for further distribution to the DIP Lenders and Prepetition Lenders, as applicable, in accordance with the Plan, the DIP Loan Documents, and Prepetition Loan Documents, as applicable, and shall be deemed completed when made by the Plan Administrator or Litigation Trustee, as applicable, to or at the direction of the DIP Agent and Prepetition Agent, as applicable.

**Q. Litigation Trust**

94. ~~93.~~ The form of the Litigation Trust Agreement filed with the Plan Supplement is hereby approved in its entirety, and the Debtors are authorized and directed to execute and to take any action necessary or appropriate to implement, effectuate, or consummate the Litigation Trust Agreement.

95. ~~94.~~ Other than Retained Causes of Action and Causes of Action against any Entity that are waived, relinquished, exculpated, released, compromised, transferred, or settled pursuant to the Plan, this Confirmation Order, or by another Bankruptcy Court order, on the Effective Date, the Debtors shall transfer and/or assign and shall be deemed to transfer and/or assign to the Litigation Trust all of the Debtors' rights, title and interest in and to all of the Litigation Trust Assets (other than the Committee Professionals Remaining Amount, if any,

which shall be funded as provided in Article V.B.2 of the Plan), and in accordance with section 1141 of the Bankruptcy Code, the Litigation Trust Assets shall automatically vest in the Litigation Trust free and clear of all Liens, Claims, and Interests, subject only to the Litigation Trust Interests. The transfer of the Litigation Trust Assets to the Litigation Trust shall not diminish, and fully preserves, the defenses a Debtor would have if such Litigation Trust Assets had been retained by the Debtors.

96. ~~95.~~ Notwithstanding anything to the contrary in the Litigation Trust Agreement, except for fraud, gross negligence, knowing violation of law, or willful misconduct, of the Litigation Trustee's duties or material breach of the Litigation Trust Agreement, Persons dealing with the Litigation Trustee, or seeking to assert claims against the Litigation Trust, shall only look to the Litigation Trust Assets to satisfy any liability incurred by the Litigation Trustee to such Person in carrying out the terms of the Litigation Trust Agreement, and the Debtors, the Wind Down Debtors, the Plan Administrator, the Litigation Trust, the Litigation Trustee, the Lenders, and each of their respective professionals, agents, employees, and officers shall have no personal, individual obligation or recourse of any nature or kind whatsoever to satisfy any such liability.

97. ~~96.~~ Upon the Effective Date of the Plan, the Litigation Trust Assets (other than the Committee Professionals Remaining Amount, if any, which shall be funded as provided in Article V.B.2 of the Plan), including the Litigation Trust Claims, shall be deemed automatically irrevocably transferred to and vest in the Litigation Trust. In connection with the transfer of such assets, any attorney-client privilege, work-product privilege, or other privilege of immunity of any Debtor (but no other person) attaching to any documents or communications (whether written or oral) transferred to the Litigation Trust shall vest in the Litigation Trust and its

representatives, and the Plan Administrator and the Litigation Trustee are directed to take all necessary actions to effectuate the transfer of such privileges. To the extent there is overlap of supporting documents, claims, defenses, legal theories or analyses between the Litigation Trust Claims, on the one hand, and any Causes of Action, defenses, claims or counterclaims retained by, or asserted against, the Wind Down Debtors, on the other hand, the Plan Administrator and the Litigation Trustee shall cooperate with each other pursuant to principles of common interest with respect to privileges. Notwithstanding the foregoing, or anything in the Plan, this Confirmation Order, the Litigation Trust Agreement or any other document, nothing herein shall be deemed to constitute a waiver of any privilege or any shared, joint, or common interest privilege or immunity held by the Debtors or any other person.

98. ~~97.~~ For the avoidance of doubt, other than with respect to the Litigation Trust Funding Amount, no party, including without limitation the Debtors, the Wind Down Debtors, the DIP Lenders, and the Prepetition Lenders shall have any responsibility to fund the Litigation Trust.

**R. Binding Effect**

99. ~~98.~~ On the date of and after entry of this Confirmation Order and subject to the occurrence of the Effective Date, the terms of the Plan, the final versions of the documents contained in the Plan Supplement (including the Plan Administration Agreement and the Litigation Trust Agreement) and this Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, all holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan, this

Confirmation Order, or the Litigation Trust, and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any holder of a Claim has voted on the Plan.

100. ~~99.~~ Pursuant to section 1141 of the Bankruptcy Code, subject to the occurrence of the Effective Date and subject to the terms of the Plan and this Confirmation Order, all prior orders entered in these Chapter 11 Cases, all documents and agreements executed by the Debtors as authorized and directed thereunder and all motions or requests for relief by the Debtors pending before this Court as of the Effective Date shall be binding upon and shall inure to the benefit of the Wind Down Debtors, their Estates, and their respective successors and assigns.

**S. Vesting of Assets in the Wind Down Debtors**

101. ~~100.~~ Except as otherwise provided in the Plan, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, all Remaining Assets shall vest in the Wind Down Debtors free and clear of all Liens, Claims, charges, or other encumbrances; provided that the Remaining Assets shall vest in the Wind Down Debtors subject to the DIP Lender Claims and perfected, unavoidable, and enforceable Liens securing the DIP Lender Claims until (a) the DIP Lender Claims are satisfied in full or (b) there are no longer any Remaining Assets. On and after the Effective Date, except as otherwise provided in the Plan, the Wind Down Debtors may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

**T. Appointment of Plan Administrator**

102. ~~101.~~ On the Effective Date, the Plan Administrator shall be appointed, in accordance with the terms of the Plan and the Plan Administration Agreement, without any further action and shall succeed to such powers as would have been applicable to the Debtors' officers, directors, and shareholders.

**U. Release of Liens**

103. ~~102.~~ Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all Liens against the property of any Estates will be fully released, and all of the right, title and interest of any holder of such Liens, including any rights to any collateral thereunder, shall attach to and be enforceable solely against any net proceeds of sales or other liquidation of such assets. For the avoidance of doubt, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released on the Effective Date without any further action of any party, including, but not limited to, further order of the Court or filing updated schedules or statements typically filed pursuant to the Uniform Commercial Code. The DIP Agent and the Prepetition Agent shall execute and deliver all documents reasonably requested by the Plan Administrator to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests and shall authorize the Plan Administrator to file UCC-3 termination statements (to the extent applicable) with respect thereto.

**V. Injunctions and Automatic Stay**

104. ~~103.~~ Unless otherwise provided in the Plan or this Confirmation Order, all injunctions or stays in effect in these Chapter 11 Cases pursuant to sections 105 or 362 of the

Bankruptcy Code or any order of the Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or this Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or this Confirmation Order shall remain in full force and effect in accordance with their terms.

**W. Cancellation of Existing Securities and Agreements**

105. ~~104.~~ On the Effective Date, unless the Plan Administrator elects to reinstate any Intercompany Interests, all existing Interests in each of the Debtors shall be retired, cancelled, extinguished, and/or discharged in accordance with the terms of the Plan. Except as otherwise provided in the Plan Supplement, on the Effective Date: (1) the obligations of the Debtors under any certificate, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document, directly or indirectly, evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest shall be deemed cancelled, surrendered, and discharged as to the Debtors without any need for further action or approval of the Court or any holder thereof or any other person or entity and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors shall be deemed satisfied in full, released, and discharged without any need for further action or approval of the Court; provided, however, that notwithstanding Confirmation, the occurrence of the Effective Date, or the Third-Party Release, the DIP Loan Documents and Prepetition Loan Documents shall remain in effect solely for the purposes of (1) allowing Holders of Allowed DIP Lender Claims, Prepetition Lender Secured Claims, and Prepetition Lender Deficiency Claims to receive

distributions under the Plan; (2) allowing and preserving the rights of the DIP Agent and the Prepetition Agent to make distributions pursuant to the Plan, (3) preserving the rights of the DIP Agent and the Prepetition Agent to compensation and indemnification as against any money or property distributable to Holders of Allowed DIP Lender Claims, Prepetition Lender Secured Claims, and Prepetition Lender Deficiency Claims, (4) permitting the DIP Agent and the Prepetition Agent to enforce any obligation owed to it under the Plan, (5) permitting the DIP Agent and the Prepetition Agent to appear in the Chapter 11 Cases or in any proceeding in the Court or any other court, and (6) permitting the DIP Agent and the Prepetition Agent to perform any functions that are necessary to effectuate the foregoing.

**X. Securities Law Exemption**

106. ~~105.~~ Pursuant to section 1145 of the Bankruptcy Code, and as contemplated by Article V.D of the Plan, if the Litigation Trust Interests are deemed to be “securities”, the issuance of the Litigation Trust Interests under the Plan shall be exempt from registration as provided by section 1145 of the Bankruptcy Code and any other applicable law requiring registration of securities. The Litigation Trust shall not be required to file reports with the Securities and Exchange Commission pursuant to section 13 or 15(d) of the Exchange Act on account of any transfer.

**Y. Compliance with Tax Requirements**

107. ~~106.~~ Each Holder of an Allowed Claim or Interest that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. In connection with the Plan, to the extent applicable, the Debtors, the Wind Down Debtors, the Plan Administrator, and the Litigation

Trustee, and any applicable withholding agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Debtors, the Wind Down Debtors, the Plan Administrator, and the Litigation Trustee, and any applicable withholding agent, as applicable, are authorized to take all actions necessary or appropriate to comply with applicable withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Debtors, the Wind Down Debtors, the Plan Administrator, and the Litigation Trustee reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and similar spousal awards, Liens, and encumbrances. Except as otherwise provided in the Plan, the aggregate consideration paid to holders with respect to their Allowed Claims shall be treated pursuant to the Plan as allocated first to the principal amount of such Allowed Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of such Allowed Claims, to the unpaid interest, if any, accrued through the Effective Date with respect to such Allowed Claims.

**Z. Section 1146 Exemption**

108. ~~107.~~ Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan or this Confirmation Order, including the transfer of the Litigation Trust Assets to the Litigation Trust, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax,



mortgage recording tax, or other similar tax or governmental assessment, and upon entry of this Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment.

**AA. Professional Compensation and Reimbursement Claims**

109. ~~108.~~ Except as otherwise specifically provided in the Plan, the Plan Administration Agreement, the Litigation Trust Agreement, and prior orders of the Court, from and after the Effective Date, the Wind Down Debtors and the Litigation Trust shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Court, pay in Cash the reasonable legal, professional, or other fees and expenses incurred by the Plan Administrator and the Litigation Trust. In addition, the Wind Down Debtors and the Litigation Trust are authorized to pay any and all professional fees as contemplated by and in accordance with the Plan.

110. ~~109.~~ All final requests for payment of Professional Fee Claims incurred during the period from the Petition Date through the Effective Date shall be Filed no later than the Professional Fee Claims Bar Date, which is 45 days after the Effective Date.

**BB. Administrative Claims Bar Date**

111. ~~110.~~ Except as otherwise provided in Article II.A of the Plan and except with respect to Administrative Claims that are 503(b)(9) Claims or Professional Fee Claims, Holders of Administrative Claims shall file requests for payment of Administrative Claims and serve such requests on the Wind Down Debtors no later than the Administrative Claims Bar Date, which is 30 days after the Effective Date. Holders of Administrative Claims that are required to,

but do not, file and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, the Wind Down Debtors, their respective Estates, or their property and such Administrative Claims shall be deemed discharged as of the Effective Date, unless the Court orders otherwise. Objections to any such requests for payment of Administrative Claims must be filed and served on the Wind Down Debtors and requesting party by the Claims Objection Bar Date.

**CC. Nonseverability of Plan Provisions upon Confirmation**

112. ~~111.~~ Notwithstanding the possible applicability of Bankruptcy Rules 6004(g), 7062, 9014, or otherwise, the terms and conditions of this Confirmation Order shall be effective and enforceable immediately upon its entry. Each term and provision of the Plan is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified except as provided by the Plan or this Confirmation Order; and (c) nonseverable and mutually dependent.

**DD. Waiver or Estoppel**

113. ~~112.~~ Each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured, or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Court before the Confirmation Date.

**EE. Authorization to Consummate**

114. ~~113.~~ The Debtors are authorized to consummate the Plan at any time after the entry of this Confirmation Order subject to satisfaction or waiver (by the required parties) of the conditions precedent to Consummation set forth in Article XI of the Plan. The substantial consummation of the Plan, within the meaning of sections 1101(2) and 1127 of the Bankruptcy Code, is deemed to occur on the Effective Date.

**FF. Treatment of Executory Contracts**

115. ~~114.~~ The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article VI of the Plan (including the procedures regarding the resolution of any and all disputes concerning the assumption or rejection, as applicable, of such Executory Contracts and Unexpired Leases) shall be, and hereby are, approved in their entirety.

116. ~~115.~~ Except as otherwise provided in the Plan, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, as of the Effective Date, each Debtor will be deemed to have rejected each Executory Contract or Unexpired Lease to which such Debtor is a party, unless such Executory Contract or Unexpired Lease (i) was previously assumed, assumed and assigned, or rejected; (ii) was previously expired or terminated pursuant to its own terms; or (iii) is the subject of a motion or notice to assume or reject Filed on or before the Confirmation Date.

117. ~~116.~~ The Confirmation Order shall constitute an order of the Court under sections 365 and 1123(b) of the Bankruptcy Code approving the rejections described above as of the Effective Date. Unless otherwise indicated, all rejections of Executory Contracts and Unexpired Leases in the Plan will be effective as of the Effective Date.

**a. Claims Based on Rejection of Executory Contracts or Unexpired Leases**

118. ~~117.~~ Any Claims based on the rejection of the Debtors' Executory Contracts or Unexpired Leases pursuant to the Plan or otherwise, must be Filed no later than 11:59 p.m. (prevailing Eastern Time) on the day that is 30 days after the Effective Date. For the avoidance of doubt, nothing in the Plan or this Confirmation Order shall be deemed to modify any other prior deadlines to file a Claim on account of the rejection of Executory Contracts or Unexpired Leases other than pursuant to the Plan and Confirmation Order.

119. ~~118.~~ Any Claims arising from the rejection of an Executory Contract or Unexpired Lease that are not filed within such time, unless otherwise ordered by the Court, will be automatically Disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Wind Down Debtors, the Estates, the Litigation Trust, or any property of the foregoing parties, without the need for any objection by the Debtors, the Wind Down Debtors, the Plan Administrator, or Litigation Trustee, as applicable, or further notice to, or action, order, or approval of the Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III of the Plan.

**b. Insurance Policies**

120. ~~119.~~ Insurance Policies shall not be considered Executory Contracts for purposes of Article VI of the Plan. As set forth in Article IV.K of the Plan, all Insurance Policies in effect as of the Effective Date shall remain in full force and effect according to their terms and the

coverage obligations of the insurers and third-party administrators under such Insurance Policies shall continue following the Effective Date (including any obligations to pay, defend, and process insured claims).

**c. Reservation of Rights**

121. ~~120.~~ Nothing contained in the Plan or Plan Supplement shall constitute an admission by the Debtors that any contract or lease is an Executory Contract or Unexpired Lease or that any Debtor or Wind Down Debtor has any liability thereunder.

**GG. Dissolution of the Creditors' Committee**

122. ~~121.~~ Except to the extent provided in the Plan, on the Effective Date, the Creditors' Committee shall dissolve automatically, and the members of the Creditors' Committee and their respective officers, employees, counsel, advisors and agents shall be released and discharged from all rights, duties, and responsibilities arising from, or related to, the Chapter 11 Cases and under the Bankruptcy Code; provided, however, that following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard solely to pursue Professional Fee Claims in accordance with Article II.B of the Plan. Following the completion of the remaining duties of the Creditors' Committee set forth above, the retention or employment of the Creditors' Committee's respective attorneys, accountants and other agents shall terminate. Neither the Wind Down Debtors nor the Plan Administrator shall have any obligation, duty, or responsibility for paying any fees or expenses incurred by the members of or advisors to the Creditors' Committee after the Effective Date other than fees and expenses related to services rendered prior to the Effective Date that are approved by the Court.

**HH. Effect of Non-Occurrence of Conditions to Effective Date**

123. ~~122.~~ If confirmation of the Plan and Consummation does not occur, then: (i) the Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (iii) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of the Debtors or any other Entity, including the Holders of Claims; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

**II. Waiver of 14-Day Stay**

124. ~~123.~~ Notwithstanding Bankruptcy Rules 7062 and 3020(e), this Confirmation Order is effective immediately and not subject to any stay.

**JJ. Good Faith**

125. ~~124.~~ The Debtors, the Prepetition Lenders, the DIP Lenders, the DIP Agent, the Creditors' Committee, and all of their respective managers, members, officers, directors, agents, financial advisers, attorneys, employees, equity holders, partners, affiliates, and representatives will be acting in good faith if they proceed to (i) consummate the Plan and the agreements, transactions, and transfers contemplated thereby and (ii) take the actions authorized and directed by this Confirmation Order.

**KK. Separate Orders**

126. ~~125.~~ This Confirmation Order is and shall be deemed a separate Confirmation Order with respect to each of the Debtors in each Debtor's separate Chapter 11 Case for all purposes.

**LL. Post-Confirmation Modification of the Plan**

127. ~~126.~~ The Debtors are authorized to amend or modify the Plan at any time prior to the substantial consummation of the Plan, but only in accordance with section 1127 of the Bankruptcy Code and Article XII.A of the Plan, without further order of this Court; provided that any such modification shall be acceptable to (a) the Lenders and (b) the Creditors' Committee with respect to any modification that materially affects the Creditors' Committee Settlement or treatment of General Unsecured Claims under the Plan.

**MM. Notice of Entry of the Confirmation Order and the Effective Date**

128. ~~127.~~ Upon satisfaction or waiver of all conditions precedent to the Effective Date in Article XI.B of the Plan, the Wind Down Debtors shall file notice of the entry of the Confirmation Order and the Effective Date with this Court and shall serve or cause to be served a notice substantially in the form annexed hereto as Exhibit BC (the "Effective Date Notice") upon all parties that received notice of the Combined Hearing. The form of Effective Date Notice is hereby approved. Service of the Effective Date Notice as provided herein shall be good and sufficient notice of the entry of the Confirmation Order and the occurrence of the Effective Date under the Bankruptcy Rules, including Bankruptcy Rule 3020(c)(2).

**NN. Final Order**

129. ~~128.~~ This Confirmation Order is a Final Order and the period in which an appeal must be filed will commence upon entry of this Confirmation Order.

END OF DOCUMENT

*Prepared and presented by:*

**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*



**Exhibit A**

**The Plan**

**Exhibit B**

**Supplemental Opt-Out Notice**

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION

In re:

AFH AIR PROS, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

SUPPLEMENTAL NOTICE OF OPT-OUT FORM  
REGARDING THIRD-PARTY RELEASES UNDER THE PLAN

PLEASE TAKE NOTICE THAT on August [•], 2025, the Honorable Paul M. Baisier of the United States Bankruptcy Court for the Northern District of Georgia (the “Court”) entered an order [Docket No. •] (the “Confirmation Order”) confirming the *Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 478] (as modified, amended, or supplemented from time to time, the “Plan”).<sup>2</sup>

PLEASE TAKE NOTICE THAT pursuant to the Combined Hearing Notice, you previously received notice of the Disclosure Statement, the Plan, the Combined Hearing, the deadline to object to the Plan, and the releases, exculpations, and injunctions contained in the Plan, including the Third-Party Release and the process for opting out of the Third-Party Release and method for requesting an appropriate opt-out form from the Claims and Noticing Agent.

PLEASE TAKE NOTICE THAT Article X of the Plan contains certain releases, exculpations, and injunctions. These provisions affect your rights, including your rights against persons other than the Debtors. Attached hereto is an Optional Release Opt-Out Form.

CAUTION - IF YOU DO NOTHING, YOUR RIGHTS MAY BE COMPROMISED. PLEASE PAY CAREFUL ATTENTION TO THE BELOW DISCLOSURE, AND IF YOU DO NOT UNDERSTAND OR HAVE FURTHER QUESTIONS, PLEASE CONSULT WITH YOUR ATTORNEY.

THE PLAN CONTAINS A THIRD-PARTY RELEASE. A THIRD-PARTY RELEASE LIMITS OR RELEASES THE LIABILITY TO YOU OF CERTAIN RELEASED PARTIES THAT ARE NON-DEBTOR PARTIES AND WILL PREVENT YOU FROM SUING THE RELEASED PARTIES FOR THEIR ACTIONS. A THIRD-PARTY

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms not otherwise defined herein have the same meanings as set forth in the Plan.

RELEASE MAY ONLY BE GRANTED WITH YOUR CONSENT, BUT CONSENT MAY BE SHOWN BY YOUR FAILURE TO ACT.

YOU HAVE THE CHOICE AS TO WHETHER YOU WILL BE BOUND BY THE THIRD-PARTY RELEASE, AND THE CHOICE IS YOURS ALONE. YOU WILL BE A RELEASING PARTY AND YOUR RIGHTS MAY BE COMPROMISED UNLESS YOU TAKE CERTAIN ACTIONS. IF YOU WOULD LIKE TO OPT OUT OF THE THIRD-PARTY RELEASE, YOU MUST ELECT TO DO SO BY CHECKING THE OPT-OUT BOX CONTAINED IN ITEM 1 OF THE ENCLOSED OPT-OUT FORM. OPTING OUT OF THE THIRD-PARTY RELEASE WILL NOT OTHERWISE MODIFY YOUR TREATMENT OR RECOVERY UNDER THE PLAN.

THE RELEASED PARTIES ARE IDENTIFIED IN THE DEFINITION OF RELEASED PARTIES IN ARTICLE I OF THE PLAN. THE RELEASED PARTIES INCLUDE, AMONG OTHERS, THE DIP AGENT, THE DIP LENDERS, THE PREPETITION AGENT, THE PREPETITION LENDERS, AND CERTAIN SPECIFIED CURRENT DIRECTORS AND OFFICERS OF THE DEBTORS.

PLEASE READ THE FULL TEXT OF THE CONSENSUAL THIRD-PARTY RELEASES AND RELATED DISCLOSURES IN ARTICLE X.D OF THE PLAN, WHICH ARE SET FORTH IN FULL IN ITEM 1 OF THE OPT-OUT FORM, FOR FURTHER DETAIL REGARDING THE THIRD-PARTY RELEASE. IF YOU DO NOT ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE ON THE OPT-OUT NOTICE FORM, YOU WILL BE DEEMED TO HAVE EXPRESSLY AND UNCONDITIONALLY RELEASED AND DISCHARGED THE RELEASED PARTIES PURSUANT TO THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE X.D OF THE PLAN.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, Plan, the Plan Supplement, or related documents, you should contact Kurtzman Carson Consultants d/b/a Verita (the "Claims and Noticing Agent") by (a) writing via first class mail to Air Pros Ballot Processing, c/o Kurtzman Carson Consultants, LLC d/b/a Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, (b) clicking the "Submit an Inquiry" option at <https://www.veritaglobal.net/airpros/inquiry>, or (c) calling the Debtors' restructuring hotline at (866) 927-7076 (U.S./Canada) or (310) 751-2650 (International). You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at: <http://www.ganb.uscourts.gov> or (b) at no charge from the Claims and Noticing Agent by accessing the Debtors' restructuring website at <https://www.veritaglobal.net/airpros>.

Dated: August \_\_, 2025

GREENBERG TRAURIG, LLP

DRAFT

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

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

Terminus 200

3333 Piedmont Road, NE, Suite 2500

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Telephone: (678) 553-2100

Email: [kurzweild@gtlaw.com](mailto:kurzweild@gtlaw.com)

[petriem@gtlaw.com](mailto:petriem@gtlaw.com)

*Counsel for the Debtors and Debtors in Possession*

**OPTIONAL: RELEASE OPT-OUT FORM**

You are receiving this optional opt-out form (the “Opt-Out Form”) because you are or may be a Holder of a Claim or Interest that was not entitled to vote on 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”).<sup>2</sup> You are deemed to grant the Third-Party Release set forth in the Plan unless you affirmatively opt out by September 19, 2025, at 4:00 p.m., prevailing Eastern Time (the “Supplemental Opt-Out Deadline”). You may affirmatively opt out by, no later than the Supplemental Opt-Out Deadline, submitting this form in accordance with the directions herein.

If you choose to opt out of the Third-Party Release set forth in Article X.D of the Plan, please either (a) promptly complete, sign, and date this Opt-Out Form and return it via first class mail, overnight courier, or hand delivery to Kurtzman Carson Consultants LLC d/b/a Verita Global (the “Claims and Noticing Agent”) at the address set forth below or (b) submit your Opt-Out Form through the Claims and Noticing Agent’s online Opt-Out Portal in accordance with the directions provided below. Parties that submit their Opt-Out Form using the Opt-Out Portal should NOT also submit a paper Opt-Out Form.

**THIS OPT-OUT FORM MUST BE ACTUALLY RECEIVED (WHETHER A PHYSICAL COPY IS RETURNED OR THE OPT-OUT FORM IS COMPLETED ONLINE) BY THE CLAIMS AND NOTICING AGENT BY THE SUPPLEMENTAL OPT-OUT DEADLINE. IF THE OPT-OUT FORM IS RECEIVED AFTER THE SUPPLEMENTAL OPT-OUT DEADLINE, IT WILL NOT BE COUNTED.**

**Item 1. Third-Party Release Opt-Out Election.**

**AS A HOLDER OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE X.D OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE X.D OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT-OUT FORM BY THE SUPPLEMENTAL OPT-OUT DEADLINE. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) OR INTEREST(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE X.D OF THE PLAN.**

**YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE X.D OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW:**

☐ **The Undersigned Holder of the Claim or Interest**

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings attributed to such terms in the Plan or Disclosure Statement, as applicable.

**elects to OPT OUT of the Third-Party Release**

Important information regarding releases under the Plan.<sup>3</sup>

Article X.D of the Plan provides for a third-party release by the Releasing Parties (the “Third-Party Release”):

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, and to the fullest extent allowed by applicable law, each Releasing Party<sup>4</sup> is deemed to have forever released, waived, and discharged each of the Released Parties<sup>5</sup> from all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors or their respective Estates, that such Entity would have been legally entitled to assert (whether individually or collectively) based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), any securities issued by the Debtors and the ownership thereof, the Debtors’ in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims

<sup>3</sup> The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Opt-Out Form. Defined terms used but not defined herein shall have the meaning ascribed to such term as in the Plan.

<sup>4</sup> “Releasing Party” means each of the following, solely in its capacity as such: (a) the Debtors; (b) the Estate; (c) the DIP Agent; (d) the DIP Lenders; (e) the Prepetition Agent; (f) the Prepetition Lenders; (g) the CPO; (h) with respect to each of the foregoing entities in clauses (a) through (g), such entity’s respective current and former Affiliates, and each of such entity’s, and such entity’s current and former Affiliates’, current and former equity holders (regardless of whether such interests are held directly or indirectly), subsidiaries, officers, directors, managers, principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such; (i) all Holders of Claims and Interests that vote to accept the Plan; (j) all Holders of Claims and Interests that are deemed to accept the Plan and do not opt out of the Third-Party Release; (k) all Holders of Claims and Interests in voting classes that abstain from voting on the Plan and do not opt out of the Third-Party Release; (l) all Holders of Claims and Interests that vote, or are deemed, to reject the Plan and do not opt out of the Third-Party Release; (m) each Holder of an unclassified Claim who does not object to the Third-Party Release; and (n) all other Holders of Claims and Interests to the maximum extent permitted by law.

<sup>5</sup> “Released Party” means each of the following, solely in its capacity as such: (a) the DIP Agent; (b) the DIP Lenders; (c) the Prepetition Agent; (d) the Prepetition Lenders; (e) the CPO; (f) the Released Debtor D&Os; and (g) the Debtors’ Professionals retained in these Chapter 11 Cases; (i) with respect to the Entities in the foregoing clauses (a) through (g), each such Entity’s current and former Affiliates, and such Entities’ and their current and former Affiliates’ current and former directors, managers, officers, control persons, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, participants, managed accounts or funds, fund advisors, predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, investment managers, and other professionals, each in their capacity as such; provided that any Holder of a Claim that opts out of the Third-Party Releases contained in the Plan and any Holder of a Claim or Interest that is not a Releasing Party shall not be a “Released Party”. For the avoidance of doubt, the Non-Released Debtor D&Os shall not be Released Parties.

asserted against the Debtors), any intercompany transaction, the DIP Loan Documents, Prepetition Loan Documents, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, the Plan Supplement, solicitation of votes on the Plan, the prepetition negotiation and settlement of Claims, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of debt and/or securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, knowing violation of law or gross negligence, but in all respects such Released Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan (the “Third-Party Release”); provided, however, the Third-Party Release does not release any post-Effective Date obligations of any party or Entity under the Plan, or any document, instrument, or agreement (including the Plan Documents and other documents, instruments, and agreements set forth in the Plan Supplement) executed to implement the Plan.

Notwithstanding anything to the contrary in the foregoing, any Holder of a Claim or Interest who did not (i) return a Ballot or opt-out election form or (ii) file an objection to the Third-Party Release, that believes that its individual circumstances related to its ability to return a Ballot or opt-out election form opting out of the Third-Party Release or to object to the Third-Party Release are such that it should not be deemed to have consented to such Third-Party Release as a result of such failure, may seek relief from the Bankruptcy Court to exercise its rights and claims free of the Third-Party Release by rebutting the presumption that its failure to return a Ballot or opt-out election form opting out of the Third-Party Release or to object to the Third Party Release should be deemed to represent its consent to the Third-Party Release. Any party seeking such relief must, in any pleading regarding this provision filed with the Bankruptcy Court: (i) identify the claim(s) or types of claims the party wishes to pursue and (ii) identify the parties or the types of parties against whom such claims will be asserted.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court’s finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties’ contributions to facilitating the restructuring and implementing the Plan; (c) a good faith settlement and compromise of the Claims released by the Third-Party Release; (d) in the best interests of the Debtors and their respective Estates; (e) fair, equitable, and reasonable; (f) given and made after due notice and opportunity for hearing; and (g) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

Article X.F of the Plan establishes an Injunction (the “Injunction”):



In accordance with section 1141(d)(3) of the Bankruptcy Code, the Plan does not discharge the Debtors. Section 1141(c) of the Bankruptcy Code nevertheless provides, among other things, that the property dealt with by the Plan is free and clear of all Claims and Interests against the Debtors. As a result, except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released by the Debtors pursuant to the Plan; (c) are subject to exculpation pursuant to the Plan; or (d) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Wind Down Debtors, the Plan Administrator, the Litigation Trust, the Litigation Trustee, the Released Parties, or the Exculpated Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (4) asserting any right of setoff (other than setoffs exercised prior to the Petition Date) or subrogation of any kind against any debt, liability, or obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any Claims, Causes of Action, or Interests; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action discharged, released, exculpated or settled pursuant to the Plan.

Any Entity injured by any willful violation of such injunction may seek actual damages and, in appropriate circumstances, may seek punitive damages from the willful violator.

Item 2.       Certifications.

By signing this Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a)       As of the Voting Record Date (i.e., June 23, 2025), the Person or Entity is the Holder (or authorized signatory for a Holder) of a Class 7 Interest in Air Pros Solutions Holdings, LLC;
- (b)       the Person or Entity (or in the case of an authorized signatory, the Holder) has reviewed a copy of the *Supplemental Notice of Opt-Out Form Regarding Third-Party Releases Under the Plan* and that this Opt-Out Form is made pursuant to the terms and conditions set forth therein;
- (c)       the Person or Entity has submitted the same respective election concerning the releases with respect to all Claims or Interests in a single Class; and

(d) no other Opt-Out Form has been submitted or, if any other Opt-Out Forms have been submitted with respect to such Claims or Interests, then any such earlier Opt-Out Forms are hereby revoked.

(Print or Type)

Name of Holder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_  
\_\_\_\_\_  
(If other than the Holder)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**IF YOU HAVE MADE THE OPTIONAL OPT-OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN IT PROMPTLY BY ONLY ONE OF THE METHODS BELOW.**

**By regular mail, overnight mail, or hand delivery at:**

**Air Pros Ballot Processing**  
**c/o KCC d/b/a Verita**  
**222 N. Pacific Coast Highway, Suite 300**  
**El Segundo, CA 90245**

**OR**

**By electronic, online submission:**

**The Claims and Noticing Agent will accept Opt-Out Forms if properly completed through the Opt-Out Portal. To submit your Opt-Out Form, please visit <https://www.veritaglobal.net/AirPros> (the “Opt-Out Portal”) and follow the instructions to submit your Opt-Out Form.**

**You may also scan the QR code below to access the Opt-Out Portal (<https://www.veritaglobal.net/airpros>)**



**In order to submit your Opt-Out Form through the Opt-Out Portal, you must use the Unique Opt Out ID# assigned to your claim.**

**UNIQUE OPT OUT ID: \_\_\_\_\_**

**UNIQUE OPT OUT PIN: \_\_\_\_\_**

**The Claims and Noticing Agent’s Opt-Out Portal is the sole manner in which Opt-Out Forms will be accepted via electronic or online transmission. Opt-Out Forms submitted by facsimile, email, or other means of electronic transmission will not be counted.**

**Parties that submit their Opt-Out Form using the Opt-Out Portal should NOT also submit a paper Opt-Out Form.**

**THE SUPPLEMENTAL OPT-OUT DEADLINE IS 4:00 P.M. PREVAILING EASTERN TIME ON SEPTEMBER 19, 2025.**

**THE CLAIMS AND NOTICING AGENT MUST ACTUALLY RECEIVE YOUR OPT-OUT ELECTION ON OR BEFORE THE OPT-OUT DEADLINE. IF YOU HAVE ANY QUESTIONS REGARDING THIS OPT-OUT FORM, PLEASE CONTACT: [AIRPROSINFORMATION@VERITAGLOBAL.COM](mailto:AIRPROSINFORMATION@VERITAGLOBAL.COM) FOR FURTHER ASSISTANCE.**

**Exhibit C**

**Effective Date Notice**

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION

In re:

AFH AIR PROS, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

**NOTICE OF: (I) ENTRY OF ORDER CONFIRMING SECOND AMENDED CHAPTER  
11 PLAN OF LIQUIDATION OF AFH AIR PROS, LLC AND ITS DEBTOR  
AFFILIATES; (II) OCCURRENCE OF EFFECTIVE DATE; (III) BAR  
DATE NOTICE FOR REJECTION DAMAGES, ADMINISTRATIVE  
CLAIMS, AND PROFESSIONAL FEE CLAIMS**

**PLEASE TAKE NOTICE THAT** on August [•], 2025, the Honorable Paul M. Baisier of the United States Bankruptcy Court for the Northern District of ~~Delaware~~Georgia (the “Court”) entered an order [Docket No. •] (the “Confirmation Order”) confirming the *Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 478] (as modified, amended, or supplemented from time to time, the “Plan”).<sup>2</sup>

A. Occurrence of Effective Date

**PLEASE TAKE FURTHER NOTICE THAT** the Plan became effective on August [•], 2025 (the “Effective Date”). Each of the conditions precedent to consummation of the Plan expressed in Article XI of the Plan have been satisfied or waived in accordance with the Plan and the Confirmation Order.

**PLEASE TAKE FURTHER NOTICE THAT** pursuant to the Confirmation Order, the discharge, release, injunction, and exculpation provisions in Article X of the Plan are now in full force and effect.

B. Rejection Damages Claim Bar Date

**PLEASE TAKE FURTHER NOTICE THAT**, as of the Effective Date, each Debtor is deemed to have rejected any Executory Contract or Unexpired Lease to which it is a party, except for those that (i) were previously assumed, assumed and assigned, or rejected; (ii) expired or

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms not otherwise defined herein have the same meanings as set forth in the Plan.

terminated by their own terms; or (iii) are the subject of a motion or notice to assume or reject filed on or before the Confirmation Date.

**PLEASE TAKE FURTHER NOTICE THAT** if you Hold any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan or Confirmation Order, you must file and serve a proof of claim by no later than 11:59 p.m. (prevailing Eastern Time) on [•], 2025 (the “Rejection Damages Claims Bar Date”). A proof of claim on account of rejection of an Executory Contract or Unexpired Lease pursuant to the Plan or Confirmation Order must be submitted electronically on the Debtors’ Notice and Claims Agent’s website at <https://www.veritaglobal.net/airpros> or filed with the Debtors’ Notice and Claims Agent at the following address:

Air Pros Claims Processing Center  
c/o Kurtzman Carson Consultants LLC dba Verita Global  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

**PLEASE TAKE FURTHER NOTICE THAT** any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan or Confirmation Order that are not Filed by the Rejection Damages Claims Bar Date, unless otherwise ordered by the Court, will be automatically Disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Wind Down Debtors, the Estates, the Litigation Trust, or their property, without the need for any objection by the Debtors, the Wind Down Debtors, the Plan Administrator, or the Litigation Trustee or further notice to, or action, order, or approval of the Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. Claims arising from the rejection of the Debtors’ Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III of the Plan.

C. Administrative Claims Bar Date

**PLEASE TAKE FURTHER NOTICE THAT** except as otherwise provided in the Plan, Confirmation Order, or with respect to DIP Lender Claims and Administrative Claims that are 503(b)(9) Claims or Professional Fee Claims, Holders of Administrative Claims must File and serve requests for payment of Administrative Claims (“Administrative Claim Requests”) no later than [•], 2025, (the “Administrative Claims Bar Date”) to the following parties: (i) counsel to the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com); (ii) counsel for the DIP Lenders and the Prepetition 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), and Scroggins, Williamson & Ray, P.C., 4401 Northside Parkway, Suite 230, Atlanta, GA 30327 Attn: J. Robert Williamson (rwilliamson@swlawfirm.com); (iii) counsel to the DIP Agent and the Prepetition Agent, Seward & Kissel LLP, One Battery Park Plaza, New York, New York 10004, Attn: Gregg Bateman (bateman@sewkis.com) and John Ashmead (ashmead@sewkis.com), and Scroggins, Williamson

& Ray, P.C., 4401 Northside Parkway, Suite 230, Atlanta, GA 30327 Attn: J. Robert Williamson (rwilliamson@swlawfirm.com); (iv) Office of the United States Trustee for the Northern District of Georgia, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia, 30303 (Attn: Jonathan S. Adams); and (v) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor New York, NY 10019, Attn: Bradford J. Sandler (bsandler@pszjlaw.com), Shirley Cho (scho@pszjlaw.com), and Cia H. Mackle (cmackle@pszjlaw.com), and such objections shall be filed with the Clerk of the United States Bankruptcy Court for the Northern District of Georgia, in each case to allow actual receipt of the foregoing no later than the Administrative Claims Bar Date.

**PLEASE TAKE FURTHER NOTICE THAT** Allowed Administrative Claims that arise in the ordinary course of the Debtors' businesses shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements and/or arrangements governing, instruments evidencing, or other documents relating to such transactions and no Administrative Claim Request for payment of such Administrative Claims must be Filed or served.

**PLEASE TAKE FURTHER NOTICE THAT** an Administrative Claim Request must include, at a minimum: (a) the name of the Holder of the Administrative Claim, (b) the amount of the Administrative Claim, and (c) the basis of the Administrative Claim (including any documentation or evidence supporting such claim).

**PLEASE TAKE FURTHER NOTICE THAT** Holders of Administrative Claims that are required to, but do not, File and serve an Administrative Claim Request by the Administrative Claim Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property and such Administrative Claims shall be deemed discharged as of the Effective Date, unless the Bankruptcy Court orders otherwise.

D. Professional Fees Claims Bar Date

**PLEASE TAKE FURTHER NOTICE THAT** pursuant to the Plan and Confirmation Order, all final requests for Professional Fee Claims incurred during the period from the Petition Date through the Effective Date must be filed with the Court ("Final Fee Applications") by no later than [•], 2025 (the "Professional Fee Claims Bar Date").

**PLEASE TAKE FURTHER NOTICE THAT** all Final Fee Applications will be subject to approval by the Bankruptcy Court after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules, and prior orders of the Bankruptcy Court, including the Interim Compensation Order, and once approved by the Bankruptcy Court, shall be promptly paid from the Professional Fee Escrow Account up to the full Allowed amount.

**PLEASE TAKE FURTHER NOTICE THAT** all Final Fee Applications must (a) be in writing; (b) comply with the Bankruptcy Rules, the Local Rules of the Court and any orders of the Court entered in these Chapter 11 Cases; and (c) be filed with the Bankruptcy Court and served upon the following parties: (i) counsel to the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com); (ii) counsel for the DIP Lenders and the Prepetition 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), and Scroggins, Williamson & Ray, P.C., 4401 Northside Parkway, Suite 230, Atlanta, GA 30327 Attn: J. Robert Williamson (rwilliamson@swlawfirm.com); (iii) counsel to the DIP Agent and the Prepetition Agent, Seward & Kissel LLP, One Battery Park Plaza, New York, New York 10004, Attn: Gregg Bateman (bateman@sewkis.com) and John Ashmead (ashmead@sewkis.com), and Scroggins, Williamson & Ray, P.C., 4401 Northside Parkway, Suite 230, Atlanta, GA 30327 Attn: J. Robert Williamson (rwilliamson@swlawfirm.com); (iv) Office of the United States Trustee for the Northern District of Georgia, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia, 30303 (Attn: Jonathan S. Adams); and (v) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor New York, NY 10019, Attn: Bradford J. Sandler (bsandler@pszjlaw.com), Shirley Cho (scho@pszjlaw.com), and Cia H. Mackle (cmackle@pszjlaw.com), and such objections shall be filed with the Clerk of the United States Bankruptcy Court for the Northern District of Georgia, in each case to allow actual receipt of the foregoing no later than the Professional Fee Claims Bar Date.

**PLEASE TAKE FURTHER NOTICE** the Plan and Confirmation Order contain other provisions which may affect your rights. You are encouraged to review the Plan and Confirmation Order in their entirety.

**PLEASE TAKE FURTHER NOTICE** that copies of all documents filed in the above captioned chapter 11 cases are available free of charge by visiting the case website maintained by the Debtors' notice and claims agent, Kurtzman Carson Consultants, LLC dba Verita Global, at <https://www.veritaglobal.net/AirPros> or by calling (866) 927-7076. You may also obtain copies of any pleadings by visiting the Office of the Clerk, U.S. Bankruptcy Court for the Northern District of Georgia (Newnan Division) between 8:00 a.m. and 4:00 p.m. or online by visiting the Court's website at <http://ecf.ganb.uscourts.gov> (registered users) or at <http://pacer.psc.uscourts.gov> (unregistered users). Further information may be obtained by using the "Submit an Inquiry" function at <https://www.veritaglobal.net/AirPros/inquiry>.

Dated: **August** \_\_\_\_\_, 2025

Respectfully submitted,

**GREENBERG TRAURIG, LLP**

**/s/ David B. Kurzweil** **DRAFT**

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*Counsel for the Debtors and Debtors in Possession*





<b>Summary report:</b> <b>Litera Compare for Word 11.11.0.158 Document comparison done on</b> <b>8/19/2025 12:41:50 PM</b>	
<b>Style name:</b> GT-1 - No headers and footers, no moves, no comments	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://dmsamericas.gtlaw.com/active/712592893/4 - Air Pros - Confirmation Order [AS FILED 84 - DO NOT EDIT].docx	
<b>Modified DMS:</b> iw://dmsamericas.gtlaw.com/active/712592893/5 - Air Pros - Confirmation Order.docx	
<b>Changes:</b>	
<u>Add</u>	217
<del>Delete</del>	111
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	5
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	333