

#### IT IS ORDERED as set forth below:

Date: August 20, 2025

Paul Baisier
U.S. Bankruptcy Court Judge

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

	Re: Docket Nos. 445, 602
Debtors.	(Jointly Administered)
AFH AIR PROS, LLC, et al., 1	Case No. 25-10356 (PMB)
In re:	Chapter 11

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

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

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Procedures Order or the Motion (as defined in the Procedures Order).



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 <a href="https://www.veritaglobal.net/AirPros">https://www.veritaglobal.net/AirPros</a>. 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.

(collectively, the "<u>Debtors</u>"); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having properly filed and served a Rejection Notice on July 30, 2025 [D.I. 602] on each applicable party as set forth in the rejection schedule attached hereto as <u>Exhibit 1</u> (the "<u>Rejection Schedule</u>") in accordance with the terms of the Procedures Order; and no timely objections having been filed to the rejection of such Contracts; and due and proper notice of the Procedures Order and the Rejection Notice having been provided to each applicable Rejection Counterparty as set forth in the Rejection Schedule and no other notice need be provided; and after due deliberation and sufficient cause appearing therefor,

#### IT IS HEREBY ORDERED THAT:

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

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

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

See Order (I) Fixing Deadlines for Filing Proofs of Claim and (II) Approving the Form and Manner of Notice Thereof entered by the Court on April 29, 2025 [D.I. 283].

were served with the Rejection Notice. Debtors' counsel shall cause a Certificate of Service evidencing such service to be filed within three (3) days of service.

- 5. The Debtors and their claims and noticing agent, Verita, as well as the Clerk of the Court, are authorized to take all such actions as are necessary and appropriate to effectuate the relief granted in this Order and the rejection without further order from this Court.
- 6. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order

END OF DOCUMENT

Prepared and presented by:

## **GREENBERG TRAURIG, LLP**

/s/ David B. Kurzweil

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Counsel for the Debtors and Debtors in Possession

# Exhibit 1

# Rejection Schedule

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

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

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

Rejection Counterparty	Contract	Rejection Date
Lace Software	Software as a Software License	07/30/2025
	Agreement	
Total Concord	Commercial Cleaning Agreement	07/30/2025
Florida Panthers Hockey Club	Sponsorship and Advertising	07/30/2025
Ltd	Agreement	
Miami Dolphins, Ltd.	Sponsorship Agreement	07/30/2025
Geotab USA, Inc.	Services Agreement	07/30/2025
G t Tit I		07/20/2025
ServiceTitan, Inc.	Services Agreement	07/30/2025

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