

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

In re:

AFH AIR PROS, LLC, *et al.*,¹

Wind Down Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

**SUMMARY OF FIRST AND FINAL FEE APPLICATION OF JEFFERIES LLC
AS INVESTMENT BANKER FOR THE DEBTORS AND DEBTORS IN
POSSESSION FOR COMPENSATION FOR PROFESSIONAL SERVICES
RENDERED AND REIMBURSEMENT OF EXPENSES INCURRED FOR THE
PERIOD FROM MARCH 16, 2025 TO AND INCLUDING OCTOBER 10, 2025**

Name of Applicant:	Jefferies LLC
Authorized to Provide Professional Services to:	Debtors and Debtors in Possession
Date of Retention:	April 23, 2025, effective as of March 16, 2025
Period for which Compensation and Reimbursement is Sought:	March 16, 2025 to and including October 10, 2025
Amount of Compensation Sought as Actual, Reasonable and Necessary:	\$2,934,485.07 ²
Amount of Expense Reimbursement Sought as Actual, Reasonable and Necessary:	\$143,429.51
This is a(n) ___ monthly <u>X</u> interim <u>X</u> final application.	

¹ The last four digits of AFH Air Pros, LLC's tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

² As more fully set forth below, the amount of compensation sought as actual, reasonable and necessary accounts for crediting of 100% of all Monthly Fees earned by Jefferies.



**FIRST AND FINAL FEE APPLICATION OF JEFFERIES LLC
AS INVESTMENT BANKER FOR THE DEBTORS AND DEBTORS IN POSSESSION**

**FEE SUMMARY
March 16, 2025 through October 10, 2025**

	Amount
Monthly Fees	
March 16, 2025 – October 10, 2025	\$700,000
M&A Transaction Fees	
Air Pros Legacy Business Unit Sale	\$42,984.93
One Source Business Unit Sale	\$30,108.98
Dallas Plumbing Business Unit Sale	\$450,841.51
Doug’s/Dream Team/Hansen’s Business Unit Sale	\$521,807.96
CM/AirForce Business Unit Sale	\$1,128,712.50
ECM Business Unit Sale	\$760,029.18
Total M&A Transaction Fees	\$2,934,485.07
Crediting of Monthly Fees¹	(\$700,000)
TOTAL	\$2,934,485.07
Amount of Compensation and Expense Reimbursement Paid to Date	\$3,063,519.58
Net Amount of Total Compensation and Expenses Requested to be Paid	\$14,395.00

¹ The Engagement Letter provides that Jefferies will credit once, without duplication, 100% of the Monthly Fees actually paid to Jefferies against any M&A Transaction Fee that become payable to Jefferies. As of the date hereof, the Debtors have paid Jefferies two Monthly Fees. However, because Jefferies would need to credit 100% of all Monthly Fees paid to it by the Debtors against the M&A Transaction Fees, this final Fee Application reflects a request for allowance of all such Monthly Fees but, in order to avoid round tripping cash between the Debtors and Jefferies, the total amount of compensation sought herein assumes payment and crediting of 100% of Monthly Fees.

EXPENSES BY CATEGORY
MARCH 16, 2025 THROUGH OCTOBER 10, 2025

Jefferies LLC

Summary of Expenses by Category
March 16, 2025 – October 10, 2025

Category	Expenses
Meals	\$360.10
Transportation	\$3,900.38
Legal	\$138,402.50
Hotels & Accommodations	\$466.53
Total	\$143,429.51

**IN THE UNITED STATES BANKRUPTCY COURT
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NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

**FIRST AND FINAL FEE APPLICATION OF JEFFERIES LLC
AS INVESTMENT BANKER FOR THE DEBTORS AND DEBTORS IN
POSSESSION FOR COMPENSATION FOR PROFESSIONAL SERVICES
RENDERED AND REIMBURSEMENT OF EXPENSES INCURRED FOR THE
PERIOD FROM MARCH 16, 2025 TO AND INCLUDING OCTOBER 10, 2025**

Jefferies LLC (“Jefferies”), the investment banker for the above-captioned debtors and debtors in possession (collectively, the “Debtors”), hereby files this first and final fee application (this “Final Fee Application”), pursuant to sections 328, 330 and 331 of title 11 of the United States Code (the “Bankruptcy Code”), Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”), requesting entry of an order substantially in the form attached hereto as Exhibit A (the “Proposed Order”), granting (a) interim and final allowance of compensation for professional services to the Debtors during the period from March 16, 2025 to and including October 10, 2025 (the “Final Compensation Period”) in the amount of \$2,934,485.07, which amount accounts for crediting of

¹ The last four digits of AFH Air Pros, LLC’s tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

all Monthly Fees; (b) interim and final allowance of Jefferies' expenses incurred during the Final Compensation Period in connection with such services in the amount of \$143,429.51; and (c) payment of all such allowed compensation and expenses less any amounts previously paid for such compensation and expenses. In support of this Final Fee Application, Jefferies respectfully states as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Northern District of Georgia (this "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of this matter is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and other bases for the relief requested in this Final Fee Application are sections 328(a), 330 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016, the Complex Case Procedures, and the Retention Order (as defined below).

BACKGROUND

3. On March 16, 2025 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with this Court.

4. On March 31, 2025, the Debtors filed an application to employ and retain Jefferies as their investment banker under sections 327(a) and 328(a) of the Bankruptcy Code, effective as of the Petition Date, pursuant to the terms and subject to the conditions of the engagement letter (the "Engagement Letter") between Jefferies and the Debtors, dated March 10, 2025 [Docket No. 114] (the "Retention Application").² A copy of the Engagement Letter is annexed to the Retention

² Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Retention Application.

Application as Exhibit B.

5. On April 23, 2025, the Court entered an order granting the Retention Application [Docket No. 250] (the “Retention Order”). A copy of the Retention Order is annexed hereto as Exhibit B. Subject to application to the Court, the Retention Order, among other things, authorized the Debtors to pay, reimburse and indemnify Jefferies in accordance with the terms and conditions of, and at the times specified in, the Engagement Letter, as modified by the Retention Order. In addition, pursuant to paragraph 6 of the Retention Order, Jefferies and its professionals were excused from: (a) the requirement to maintain or provide detailed time records for services rendered postpetition and (b) providing or conforming to any schedule of hourly rates.

6. The Complex Case Procedures generally sets forth the procedures for interim compensation and expense reimbursement for retained professionals in the Debtors’ chapter 11 cases.

7. On September 4, 2025, the Court entered the *Findings of Fact, Conclusions of Law and Order (i) Approving the Second Amended Disclosure Statement for the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates on a Final Basis; and (ii) Confirming Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 691] (the confirmed chapter 11 plan, the “Plan”). On October 10, 2025, the Plan became effective (the “Effective Date”). See Docket No. 753. Pursuant to the terms of the Plan, all final fee applications are due within forty-five days of the Effective Date of the Plan (November 24, 2025).

TERMS OF JEFFERIES RETENTION

8. The Retention Order approved the payment of certain fees to Jefferies, as set forth in detail in the Retention Application, the Engagement Letter and the Retention Order.

Specifically, Jefferies' fees are as follows:³

- a. **Monthly Fee.** A Monthly Fee equal to \$100,000 accruing and payable as of and with effect as of the Petition Date and in advance of each monthly anniversary thereafter until the termination of the Engagement Letter. An amount equal to 100% of the Monthly Fees actually paid to Jefferies shall be credited once, without duplication, against any Restructuring Fee or M&A Transaction Fee . . . that subsequently become payable to Jefferies under the Engagement Letter following the consummation of a . . . M&A Transaction. . . .
- b. **M&A Transaction Fee.** At the closing of an M&A Transaction⁴ (other than a PIMCO M&A Transaction)⁵ an amount to be determined according to the following schedule:

- (1) 2.0% of Transaction Value⁶ less than or equal to \$175,000,000;
plus

³ To the extent there is any inconsistency between the summary of the fee and expense structure set forth herein and the terms of the Engagement Letter, the terms of the Engagement Letter, as approved by the Retention Order, shall control.

⁴ "M&A Transaction" is defined as:

During the Term, and as mutually agreed upon by Jefferies and the Company, Jefferies will provide the Company with financial advice and assistance in connection with a possible sale, disposition or other business transaction or series of transactions involving all or a portion of the equity interests or assets of one or more entities comprising the Company, a Delaware limited liability company and parent of the Company, to one or more unaffiliated third parties whether directly or indirectly and through any form of transaction, including, without limitation, merger, reverse merger, liquidation, stock sale, asset sale, asset swap, recapitalization, reorganization, consolidation, amalgamation, spin-off, split-off, a sale under section 363 of the Bankruptcy Code (including any "credit bid" made pursuant to section 363(k) of the Bankruptcy Code and including under a prepackaged or pre-negotiated plan of reorganization or other plan pursuant to the Bankruptcy Code) or other transaction (any of the foregoing, an "M&A Transaction").

⁵ None of the sales involved PIMCO or an existing affiliate of PIMCO as of the date of the Engagement Letter. Accordingly, such exclusion is inapplicable.

⁶ "Transaction Value" is defined as:

[W]ithout duplication, (A) the aggregate amount of cash and the fair market value (determined as set forth below) of any securities or other property or consideration directly or indirectly paid or payable to the Company or their equity holders in connection with an M&A Transaction, including, without limitation, (1) any dividends or distributions or any stock redemptions or repurchases outside of the normal course of business, (2) all amounts payable in relation to, or other value ascribed in the M&A Transaction (including the form of "rollover" options or warrants) in respect of, warrants, options or other convertible securities, (3) the full amount of any consideration placed in escrow or otherwise withheld to support the Company's (or its securityholders') indemnification, purchase price adjustment or similar obligations under the definitive documents with respect to the M&A Transaction, (4) the full amount of any contingent consideration to be paid in the future, including, without limitation, any earn-outs or other similar payments contingent on future performance and (5) the full amount of any payments in installments (the amounts set forth in clauses (3), (4), and (5) above, "Future Consideration"); provided that the portion of the M&A Transaction Fee attributable to Future Consideration shall be paid when and to the extent such Future Consideration is actually

- (2) 5.0% of that portion of Transaction Value greater than \$175,000,000 but less than or equal to \$200,000,000; *plus*
- (3) 10% of that portion of Transaction Value greater than \$200,000,000.

c. **Expenses.** In addition to any fees that may be paid to Jefferies under the Engagement Letter, whether or not any Transaction occurs, the Debtors will reimburse Jefferies, promptly upon receipt of an invoice therefor, for all reasonable out-of-pocket expenses (including fees and expenses of its counsel, ancillary expenses and the fees and expenses of any other independent experts retained by Jefferies) incurred by Jefferies and its designated affiliates in connection with the engagement contemplated herein and in the Engagement Letter; provided that the amount of such fees and expenses for which Jefferies shall seek reimbursement from the Debtors (other than fees and expenses of Willkie Farr & Gallagher LLP, Jefferies' counsel, incurred in connection with the Transaction or any bankruptcy case involving the Debtors) shall not exceed \$100,000 in the aggregate without the Debtors' consent (not to be unreasonably withheld).

9. During the course of these chapter 11 cases, the Court approved six separate sales.

paid to the Company or its securityholders; provided, further, that any agreement relating to the payment of Future Consideration shall expressly provide, to the reasonable satisfaction of Jefferies, that Jefferies be paid the portion of the M&A Transaction Fee attributed to Future Consideration simultaneous with the Company's or its former or current shareholders' receipt of such Future Consideration; plus (B) all indebtedness for borrowed money, capitalized leases and other debt-like items treated as indebtedness in the definitive documentation for the M&A Transaction and preferred stock directly or indirectly assumed, refinanced, retired or extinguished (and all payments made and expenses incurred in connection therewith, including, without limitation, prepayment premiums and defeasance costs) in connection with the M&A Transaction (including, in the case of the sale, exchange or purchase of equity securities, any such liabilities outstanding at the closing of the M&A Transaction); plus (C) in the case of an M&A Transaction structured as a sale, transfer, exchange or purchase of equity securities, if less than 100% of the equity of the Company's businesses subject to the M&A Transaction are transferred in the M&A Transaction, the value of any retained interest in such businesses based on the value paid for or ascribed to the equity interests transferred in the M&A Transaction. Amounts paid in respect of cash and cash equivalents held by the Company or any of its subsidiaries or affiliates at closing that are excluded from a working capital or similar threshold calculation under the definitive M&A Transaction documents shall not be included in the calculation of Transaction Value. For the avoidance of doubt and notwithstanding anything to the contrary contained herein, the Company's and/or the Transaction counterparty's Transaction-related expenses (including, but not limited to, the fees and expenses owed to Jefferies and the Company's legal counsel) shall not be deducted from Transaction Value or otherwise taken into account when calculating Transaction Value hereunder. For purposes of computing the M&A Transaction Fee, any non-cash consideration shall be valued as set forth in the definitive agreements for the M&A Transaction or, if such agreements do not set forth a value, (x) publicly-traded securities shall be valued at the average of their 4:00 p.m. closing prices (as reported in The Wall Street Journal) for the five trading days prior to the date that is two business days prior to the date of announcement of the M&A Transaction and (y) any other non-cash consideration shall be valued at the fair market value thereof as determined in good faith by the Company and Jefferies.

As of the date of this Final Fee Application, all six (6) sales have closed.⁷ Specifically, during the Final Compensation Period Jefferies earned M&A Transaction Fees on account of:

- the M&A Transaction approved pursuant to the *Order (A) Approving the Sale of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief (One Source Business Unit)* [Docket No. 390], which approved the sale by the Debtors to Any Hour LLC, as more fully set forth therein (the "One Source Business Unit Sale");
- the M&A Transaction approved pursuant to the *Order (A) Approving the Sale of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief (Air Pros Legacy Business Unit)* [Docket No. 392], which approved the sale by the Debtors to Air Today Holdings LLC, as more fully set forth therein (the "Air Pros Legacy Business Unit Sale");
- the M&A Transaction approved pursuant to the *Order (A) Approving the Sale of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief (CM Heating & Cooling and Air Force Heating & Air Business Unit)* [Docket No. 388], which approved the sale by the Debtors to Reliance US Holdings II Inc., as more fully set forth therein (the "CM/Air Force Business Unit Sale");
- the M&A Transaction approved pursuant to the *Order (A) Approving the Sale of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief (Dallas Plumbing & Air Conditioning Business Unit)* [Docket No. 389], which approved the sale by the Debtors to Columbia Home Services LLC, as more fully set forth therein (the "Dallas Plumbing Business Unit Sale");
- the M&A Transaction approved pursuant to the *Order (A) Approving the Sale of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief (Doug's Service Company, Dream Team Heating & Air and Hansen Super Techs Business Unit)* [Docket No. 393], which approved the sale by the Debtors to Buddy's Heating & Cooling, L.L.C., Southern Air of Thibodaux, LLC, and Hansen Super Techs, LLC, as more fully set forth therein (the "Doug's/Dream Team/Hansen Business Unit Sale"); and

⁷ See Docket Nos. 388-393.

- the M&A Transaction approved pursuant to the *Order (A) Approving the Sale of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief (East Coast Mechanical Business Unit)* [Docket No. 391], which approved the sale by the Debtors to East Coast Mechanical Home Services LLC, as more fully set forth therein (the “ECM Business Unit Sale”).

MONTHLY FEE STATEMENTS

10. Jefferies' monthly fee statements and amounts outstanding are detailed below.

	REQUESTED		PAID		OUTSTANDING	
APPLICATION	FEES	EXPENSES	FEES	EXPENSES	FEES	EXPENSES
Consolidated First Monthly Fee Statement March 1, 2025 – April 30, 2025	\$200,000	\$38,686.16	\$200,000	\$38,686.16	\$0	\$0
Second Monthly Fee Statement May 1, 2025 – May 31, 2025	\$1,450,000 ⁸	\$21,083.35	\$1,450,000	\$21,083.35	\$0	\$0
Third Monthly Fee Statement June 1, 2025 – June 30, 2025	\$2,201,361.97	\$55,385	\$524,455.59 ⁹	\$55,385	\$0	\$0
Fourth Monthly Fee Statement July 1, 2025 – July 31, 2025	\$860,029.18	\$13,880	\$760,029.18	\$13,880	\$0	\$0
August 1, 2025 – October 10, 2025 ¹⁰	\$200,000	\$14,395.00	N/A	\$0	N/A	\$14,395.00
Crediting of Monthly Fees	(\$700,000)	N/A	N/A	N/A	N/A	N/A

⁸ \$1,450,000 was derived by crediting three Monthly Fees against the Minimum M&A Fee of \$1,750,000. The total amount was subsequently reconciled in the Third Monthly Fee Statement based on all sales that closed as of the end of June less crediting of Monthly Fees earned as of the end of June.

⁹ As noted in footnote 8, this amount reflects the reconciled amount owed to Jefferies after the prior payment of the Minimum M&A Fee and the first two Monthly Fees.

¹⁰ Because Jefferies is required under the Engagement Letter to credit 100% of Monthly Fees paid by the Debtors, after all six sales closed, Jefferies did not submit further monthly fee statements. This line item is included solely for reconciliation purposes.

TOTAL	\$2,934,485.07 ¹¹	\$143,429.51	\$2,934,485.07	\$129,034.51	\$0	\$14,395.00
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RELIEF REQUESTED

11. By this Final Fee Application, Jefferies requests (a) interim and final allowance of compensation for professional services to the Debtors during the Final Compensation Period in the amount of \$2,934,485.07, which amount accounts for crediting of Monthly Fees; (b) interim and final allowance of Jefferies' expenses incurred during the Final Compensation Period in connection with such services in the amount of \$143,429.51; and (c) payment of all such allowed compensation and expenses and any amounts previously paid for such compensation expenses.

12. Pursuant to the terms of the Engagement Letter and Retention Order, Jefferies earned certain Monthly Fees and M&A Transaction Fees.

13. With respect to Monthly Fees, Jefferies earned \$700,000 on account of seven Monthly Fees during the Final Compensation Period.

14. With respect to the M&A Transaction Fee, Jefferies earned \$2,934,485.07 on account of the consummation of the six sales referenced above. The calculation of the M&A Transaction Fee for each of the six sales is set forth on Exhibit C attached hereto.

15. With respect to the crediting of Monthly Fees, Jefferies credited \$700,000 of the Monthly Fees against the M&A Transaction Fees. Pursuant to the Engagement Letter, as modified by the Retention Order, such crediting is on account of 100% of all Monthly Fees earned by Jefferies (\$700,000).¹²

16. A summary of the compensation earned by Jefferies during the Final Compensation

¹¹ The total amount reflects the total M&A Transaction Fees less crediting of seven Monthly Fees.

¹² See footnote 2 on page ii.

Period is set forth below and more fully set forth on Exhibit C:

Monthly Fees	\$700,000
M&A Transaction Fees	\$2,934,485.07
Crediting	(\$700,000)
Total Fees Earned	\$2,934,485.07

17. In connection with its services to the Debtors, Jefferies also incurred certain necessary expenses in the amount of \$143,429.51 during the Final Compensation Period, plus any and all amount in connection with any claims for indemnification that may arise for which it is entitled to reimbursement under the Engagement Letter.

SUMMARY OF SERVICES

18. During the Final Compensation Period, Jefferies performed significant services on behalf of the Debtors, including, but not limited to, the following:

- (a) **Sale Process:** Jefferies assisted the Debtors in designing and implementing a sale process and bidding procedures. Jefferies provided advice to the Debtors to assist in negotiations with potential bidders in order to maximize the value to the Debtors' estate. Jefferies prepared marketing materials and identified and contacted potential bidders to encourage and solicit bids for the Debtors' assets. Jefferies professionals spent time on telephonic meetings and correspondence with the Debtors and potential bidders on a variety of topics including, but not limited to: (i) preparation of the necessary presentations utilized in the sale process; (ii) preparation of materials for and population and maintenance of a virtual data room; (iii) negotiation of nondisclosure agreements; (iv) facilitation of extensive due diligence; (v) communication of detailed updates on bid procedures and other milestones related to the chapter 11 cases; (vi) review of indications on interest and negotiation of those bids into acceptable transaction frameworks; (vii) analysis and comparison of both quantitative and qualitative aspects of the bids; and (viii) submitting declarations in support of the sales.
- (b) **Financing:** Jefferies, with the assistance of the Debtors' management and other advisors, conducted a prepetition marketing process to solicit interest in providing debtor-in-possession financing, participated in negotiations of financing terms and provided related testimonial support.
- (c) **Assistance with General Bankruptcy:** Jefferies participated in regular planning sessions and other periodic meetings with the Debtors' management, its legal counsel and other advisors, and the Debtors' Board of Directors

concerning process and strategy issues related to the bankruptcy. Jefferies professionals also worked with the advisors to prepare court filings.

- (d) **Business and Due Diligence:** Jefferies professionals spent significant time in various telephonic meetings and correspondence with the Debtors, creditors, other relevant professionals, and potential bidders in the cases, including: (i) facilitating and participating in diligence meetings; (ii) preparation of the necessary analyses utilized in the aforementioned meetings and presentations; and (iii) status update calls with the Debtors' management team, creditors, and other relevant professionals.
- (e) **Creditor Communication:** Jefferies participated in various telephonic meetings with the advisors to the Official Committee of Unsecured Creditors during the Final Compensation Period. Jefferies' continued participation in these meetings was essential to coordinating the sale process, facilitating communication, and sharing case updates and developments with all stakeholders involved.
- (f) **Debtor Communication:** Jefferies participated in various telephonic meetings and communication with the Debtors and their other advisors during the Final Compensation Period. Additionally, Jefferies attended virtual and in-person court hearings as part of the Debtors' chapter 11 proceedings.
- (g) **General and Administrative Case-Related Services:** General and administrative case-related services include the preparation of employment and fee applications, review of relevant case-related documents and other administrative tasks related to these cases.

19. The fees charged by Jefferies have been billed in accordance with the Engagement Letter and the Retention Order and are comparable to those fees charged by Jefferies for professional services rendered in connection with similar chapter 11 cases and non-bankruptcy matters. Jefferies submits that such fees are reasonably based upon the customary compensation charged by similarly skilled practitioners in comparable bankruptcy cases and non-bankruptcy matters in the competitive national investment banking market.

20. No previous request for interim or final allowance of compensation for professional services rendered or for reimbursement of expenses incurred have been made to the Court.

ACTUAL AND NECESSARY EXPENSES

21. Jefferies also incurred certain necessary expenses during the Final Compensation

Period for which it is entitled to reimbursement under the Engagement Letter. As set forth in greater detail in the summary attached hereto as Exhibit D, Jefferies' total expenses incurred during or prior to the Compensation Period are \$143,429.51, including outside counsel fees as permitted under the Retention Order, plus any and all amount in connection with any claims for indemnification that may arise for which it is entitled to reimbursement under the Engagement Letter.

BASIS FOR RELIEF

22. Section 328(a) of the Bankruptcy Code permits the debtor, with court approval, to employ a professional person “on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, or on a contingent fee basis.” 11 U.S.C. § 328(a). Accordingly, section 328(a) of the Bankruptcy Code permits the compensation of professionals, including investment bankers, on flexible terms that reflect the nature of their services and prevailing market conditions.

23. Courts consistently find that the purpose of section 328 of the Bankruptcy Code is to permit the pre-approval of compensation arrangements as a method of insuring that the most competent professionals would be available to provide services in bankruptcy cases. *In re National Gypsum Co.*, 123 F.3d 861, 862–63 (5th Cir. 1997) (“If the most competent professionals are to be available for complicated capital restructurings and the development of corporate reorganization, they must know what they will receive for their expertise and commitment. Courts must protect those agreements and expectations, once found to be acceptable.”). Once the terms of a professional’s retention have been approved under section 328(a) of the Bankruptcy Code, the agreed-upon compensation cannot be altered unless the agreed terms “prove to have been improvident in light of the developments not capable of being anticipated at the time of fixing of such terms and conditions.” 11 U.S.C. § 328(a); *In re Ross*, 94 B.R. 210, 215 (M.D. Ga. 1988);

see also In re Smart World Techs., 552 F.3d. 228, 232 (2d. Cir. 2009) (“Where the court pre-approves the terms and conditions of the retention under section 328(a), its power to amend those terms is severely constrained.”); *see also In re Garces Restaurant Group, Inc.*, 2019 WL 182547, at *4 (Bankr. D.N.J. Jan. 11, 2019) (“Section 328 permits a debtor to seek court approval to determine the reasonableness of a fee arrangement before services are rendered.”).

24. The Retention Order approved Jefferies’ compensation and expense reimbursement pursuant to section 328 of the Bankruptcy Code, subject to the rights of the United States Trustee to review the Application pursuant to section 330 of the Bankruptcy Code. Jefferies submits that nothing has arisen in these cases that would cause the agreed-upon compensation requested herein to be altered and that the Final Fee Application should be approved.

NOTICE

25. Jefferies has caused notice of this Final Fee Application to be served on the following parties and/or their respective counsel, as applicable: (a) the U.S. Trustee; (b) counsel to the Committee; (c) counsel to the Debtors’ prepetition lenders; (d) counsel to the Debtors’ postpetition financing lenders; and (e) all parties entitled to notice pursuant to Procedure J of the Complex Case Procedures.

WHEREFORE, Jefferies hereby files this Final Fee Application requesting the Court enter the Proposed Order granting (a) interim and final allowance of compensation for professional services to the Debtors during the Final Compensation Period in the amount of \$2,934,485.07, which amount accounts for crediting of Monthly Fees; (b) interim and final allowance of Jefferies’ expenses incurred during the Final Compensation Period in connection with such services in the amount of \$143,429.51, plus any and all amount in connection with any claims for indemnification that may arise for which it is entitled to reimbursement under the Engagement Letter; and

(c) payment of all such allowed compensation and expenses less any amounts previously paid for such compensation and expenses.

Dated: October 24, 2025
New York, New York

JEFFERIES LLC

/s/ Jeffrey Finger
Jeffrey Finger
Managing Director
Jefferies LLC

EXHIBIT A

Proposed Order

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

In re:

AFH AIR PROS, LLC, *et al.*,¹

Wind Down Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

**ORDER APPROVING FIRST AND FINAL FEE APPLICATION OF
JEFFERIES LLC AS INVESTMENT BANKER FOR THE DEBTORS AND
DEBTORS IN POSSESSION FOR COMPENSATION FOR PROFESSIONAL
SERVICES RENDERED AND REIMBURSEMENT OF EXPENSES INCURRED FOR
THE PERIOD FROM MARCH 16, 2025 TO AND INCLUDING OCTOBER 10, 2025**

This matter came before the Court on the *First and Final Fee Application of Jefferies LLC as Investment Banker for the Debtors and Debtors in Possession for Compensation for*

¹ The last four digits of AFH Air Pros, LLC's tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

Professional Services Rendered and Reimbursement of Expenses Incurred for the Period from March 16, 2025 to and Including October 10, 2025 (the “Application”)² seeking allowance of compensation and reimbursement of expenses for services provided as investment banker to the debtors and debtors in possession in the above-captioned Chapter 11 Cases. By Notice of Hearing dated October 24, 2025, and pursuant to the procedures established under this Court’s *Fifth Amended and Restated General Order No. 24-2018*, parties in interest were provided with due and proper notice of the Application, the deadline of November 14, 2025 (the “Response Deadline”), to file a response in opposition thereto, and the hearing scheduled for November 20, 2025 at 2:30 p.m. (prevailing Eastern Time), to consider the Application and any timely filed response thereto. No response to the Application was filed prior to the Response Deadline. Therefore, after considering the Application and all other matters of record, including the lack of any response in opposition to the Application, the Court finds that good cause exists to grant the relief sought in the Application. Therefore, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Application is approved on a **final** basis, as set forth herein.
2. Jefferies’s fees of \$2,934,485.07 and \$143,429.51 as expenses for the period from March 16, 2025 to and including October 10, 2025 are hereby awarded and allowed on a **final** basis.
3. The foregoing award of final compensation and reimbursement of expenses shall be entitled to administrative expense priority under 11 U.S.C. § 503(b)(2).
4. The Wind Down Debtors are authorized and directed to disburse to Jefferies any unpaid portion of such allowed fees and expenses.

² Capitalized terms not defined herein have the meaning set forth in the Application.

5. Jefferies' rights to assert any claims for indemnification that may arise for which it is entitled to reimbursement under the Engagement Letter are preserved.

6. The Wind Down Debtors' counsel will promptly cause a copy of this Order to be served on the parties listed on the Limited Service List for these Chapter 11 Cases and any parties that were served with the Application. The Wind Down Debtors' counsel shall cause a Certificate of Service evidencing such service to be filed within three (3) days of service.

7. The Wind Down 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 without further order from this Court.

8. 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

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

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

Terminus 200

3333 Piedmont Road, NE, Suite 2500

Atlanta, Georgia 30305

Telephone: (678) 553-2100

Email: kurzweild@gtlaw.com

petriem@gtlaw.com

Counsel for the Wind Down Debtors

EXHIBIT B

Retention Order



IT IS ORDERED as set forth below:

Date: April 23, 2025

Paul Baisier

**Paul Baisier
U.S. Bankruptcy Court Judge**

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

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

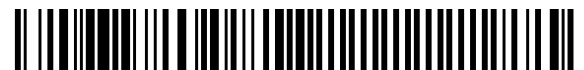
(Jointly Administered)

Re: Docket No. 114

**ORDER (I) AUTHORIZING THE RETENTION
AND EMPLOYMENT OF JEFFERIES LLC AS INVESTMENT
BANKER TO THE DEBTORS AND DEBTORS IN POSSESSION
PURSUANT TO 11 U.S.C. §§ 327(a) AND 328(a); (II) MODIFYING
TIME-KEEPING REQUIREMENTS; AND (III) GRANTING RELATED RELIEF**

This matter is before the Court on the *Application of the Debtors and Debtors in Possession for Entry of an Order (i) Authorizing the Retention and Employment of Jefferies LLC as Investment Banker to the Debtors and Debtors in Possession Pursuant to 11 U.S.C. §§ 327(a) and 328(a),*

¹ The last four digits of AFH Air Pros, LLC's tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.



251035625042300000000001

effective as of the Petition Date; (ii) Modifying Time-Keeping Requirements; and (iii) Granting Related Relief filed March 31, 2025 [Docket No. 114] (the “Application”);² and the Court having reviewed the Application and the *Declaration of Jeffrey Finger in Support of Application of the Debtors and Debtors in Possession for Entry of an Order (i) Authorizing the Retention and Employment of Jefferies LLC as Investment Banker to the Debtors and Debtors in Possession Pursuant to 11 U.S.C. §§ 327(a) and 328(a), effective as of the Petition Date; (ii) Modifying Time-Keeping Requirements; and (iii) Granting Related Relief* filed March 31, 2025 and attached to the Application as Exhibit C; and due and sufficient notice of the Application and (i) the opportunity to object to relief requested in the Application by April 21, 2025 at 4:00 p.m. (prevailing Eastern Time) (the “Objection Deadline”) and (ii) the hearing on the Application scheduled for April 23, 2025 at 1:00 p.m. (prevailing Eastern Time) having been given under the particular circumstances pursuant to the *Third Amended and Restated General Order No. 24-2018*; and no objection having been filed prior to the Objection Deadline; and based on the foregoing, no further notice or hearing is required and the Court finds that good cause exists to grant the relief requested in the Application; and the Court having considered the Application and all other matters of record, including the lack of objection thereto,

Accordingly, it is HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. Pursuant to sections 327(a) and 328 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, the Local Bankruptcy Rules and the Complex Case Procedures, the Debtors are authorized to retain and employ Jefferies as their investment banker in these Chapter 11 Cases,

² Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Application.

effective as of the Petition Date, pursuant to the terms and subject to the conditions set forth in the Engagement Letter attached to the Application as Exhibit B, as modified by this Order.

3. Except to the extent set forth herein, the Engagement Letter (together with all annexes thereto), including without limitation the Fee and Expense Structure, are approved pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, and the Debtors are authorized and directed to perform their payment, reimbursement, contribution, and indemnification obligations and their non-monetary obligations in accordance with the terms and conditions, and at the times specified, in the Engagement Letter, unless modified herein. Subject to Paragraph 4 of this Order, all compensation and reimbursement of expenses payable under the Engagement Letter shall be subject to review only pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and shall not be subject to any other standard of review including, but not limited to, that set forth in section 330 of the Bankruptcy Code.

4. Jefferies shall file applications for allowance of compensation and reimbursement of expenses pursuant to and in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, Bankruptcy Rules, Local Bankruptcy Rules, and Complex Case Procedures as may then be applicable, and any other applicable orders and procedures of this Court; provided, however, that Jefferies shall be compensated and reimbursed pursuant to section 328(a) of the Bankruptcy Code and that Jefferies' fees and expenses shall not be evaluated under the standard set forth in section 330 of the Bankruptcy Code, except that, notwithstanding any provisions to the contrary in this Order, the Application or any of its attachments, the U.S. Trustee shall retain all rights and be entitled to object to Jefferies' request(s) for fees and reimbursement of expenses, under the standards provided in sections 330 and 331 of the Bankruptcy Code; provided that reasonableness for this purpose shall include, among other things, an evaluation by comparing the

fees payable in these Chapter 11 Cases to the fees paid to other investment banking firms for comparable services in other chapter 11 cases and outside of chapter 11 cases, and shall not be evaluated primarily on the basis of time committed or the length of these Chapter 11 Cases.

5. In the event that, during the pendency of these Chapter 11 Cases, Jefferies requests reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in Jefferies' fee applications, and such invoices and time records shall be subject to approval of the Court under the standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code. Notwithstanding the foregoing, Jefferies shall only be reimbursed for any legal fees incurred in connection with these cases to the extent permitted under applicable law and the decisions of the Court.

6. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, Local Bankruptcy Rules, the Complex Case Procedures, any order of this Court, or any guidelines established by the U.S. Trustee regarding submission and approval of fee applications, Jefferies and its professionals shall be excused from: (i) the requirement to maintain or provide detailed time records for services rendered postpetition and (ii) providing or conforming to any schedule of hourly rates.

7. The indemnification, contribution, and reimbursement provisions included in Schedule A to the Engagement Letter are approved, subject to the following modifications, applicable during the pendency of these Chapter 11 Cases:

- (a) Indemnified Persons (as that term is defined in Schedule A to the Engagement Letter) shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter for claims arising from services other than the

services provided under the Engagement Letter, unless such services are approved by this Court;

- (b) Notwithstanding anything to the contrary in the Engagement Letter, the Debtors shall have no obligation to indemnify any person or entity or provide contribution or reimbursement to any person or entity for any claim or expense to the extent that it is either (i) judicially determined (the determination having become final) to have arisen from that person's or entity's gross negligence, willful misconduct, fraud, breach of fiduciary duty (if any) or bad faith, or (ii) for a contractual dispute in which the Debtors allege breach of the obligations of Jefferies or another Indemnified Person under the Engagement Letter unless this Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to applicable law, or (iii) settled prior to a judicial determination as to sub-clauses (i) or (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified by this Order;
- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these Chapter 11 Cases, Jefferies or another Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs, Jefferies must file an application before this Court and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment; provided, however, that for the avoidance of doubt, this subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses for indemnification, contribution, or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify Jefferies or any other Indemnified Person. All parties in interest shall retain the right to object to any demand by any Indemnified Person for indemnification, contribution, and/or reimbursement pursuant to the standards set forth herein; provided that, for the avoidance of doubt, such reservation of rights is with respect to the merits of any such demand and not with respect to Jefferies' general rights to indemnification, contribution, and/or reimbursement under the Engagement Letter (as modified by this Order).

8. Notwithstanding anything to the contrary in the interim order authorizing, among other things, the Debtors to obtain postpetition financing and use of cash collateral, dated March 18, 2025 [Docket No. 32], and any order approving such postpetition financing and use of cash collateral on a final basis (as applicable, the "DIP Order") and related loan documents, (i) the "Case Professionals Reserve Account," as defined and used in the DIP Order and related loan

documents, shall include all fees and expenses of Jefferies provided in the Engagement Letter as approved hereby, (ii) payment of such fees and expenses shall be subject to approval by this Court (whether approved before or after the Carve-Out Trigger Date (as defined in the DIP Order)), and (ii) “Case Professionals,” as defined and used in the DIP Order and related loan documents, shall include Jefferies.

9. None of the fees payable to Jefferies under the Engagement Letter shall constitute a “bonus” or fee enhancement under applicable law.

10. The relief granted herein, including, without limitation, approval pursuant to section 328(a) of the Bankruptcy Code of the Fee and Expense Structure and the Indemnification Provisions (as modified and restated in this Order), shall be binding upon any chapter 11 trustee appointed in these Chapter 11 Cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these Chapter 11 Cases to cases under chapter 7.

11. To the extent the Debtors wish to expand the scope of Jefferies’ services beyond those services set forth in the Engagement Letter or this Order, the Debtors shall be required to seek further approval from this Court. The Debtors shall file notice of any proposed additional services (the “Proposed Additional Services”) and any underlying engagement letter with respect to such Proposed Additional Services with the Court and serve such notice on the U.S. Trustee, the DIP Lender, the Committee, and any party requesting notice under Bankruptcy Rule 2002. If no such party files an objection within 14 days of the Debtors filing such notice, the Proposed Additional Services and any underlying engagement letter with respect to such Proposed Additional Services may be approved by the Court by further order without further notice or hearing.

12. To the extent that there may be any inconsistency between the terms of the Application, the Finger Declaration, the Engagement Letter, and this Order, the terms of this Order shall govern.

13. The Debtors and Jefferies are authorized and empowered to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

14. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

16. Proposed counsel for the Debtors, through Kurtzman Carson Consultants, LLC, dba Verita Global, as the Debtors' claims and noticing agent (the "Claims and Noticing Agent"), shall, within three days of the entry of this Order, cause a copy of this Order to be served by electronic mail or first class mail, as applicable, on all parties served with the Application, and the Claims and Noticing Agent shall file promptly thereafter a certificate of service confirming such service.

END OF ORDER

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)

Terminus 200

3333 Piedmont Road, NE, Suite 2500

Atlanta, Georgia 30305

Telephone: (678) 553-2100

Email: kurzweild@gtlaw.com

petriem@gtlaw.com

*Counsel for the Debtors and
Debtors in Possession*

EXHIBIT C

M&A Transaction Fees Calculation

	<u>Dallas Plumbing Unit Sale</u>	<u>Doug's/Dream Team/Hansen's Business Unit Sale</u>	<u>CM/AirForce Business Unit Sale</u>	<u>Air Pros Legacy Business Unit Sale</u>	<u>One Source Business Unit Sale</u>	<u>ECM Business Unit Sale</u>
Cash Purchase Price	\$22,500,000.00	\$26,000,000.00	\$55,900,000.00	\$2,000,000.00	\$1,375,000.00	\$38,000,000.00
(+) Agreed amount for indebtedness and other debt-like items treated as indebtedness	\$42,075.59	\$90,398.21	\$535,624.92	\$149,246.72	\$130,449.06	\$1,458.92
Est. Transaction Value	\$22,542,075.59	\$26,090,398.21	\$56,435,624.92	\$2,149,246.72	\$1,505,449.06	\$38,001,458.92
M&A Transaction Fee (%)	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
M&A Transaction Fee (\$)	\$450,841.51	\$521,807.96	\$1,128,712.50	\$42,984.93	\$30,108.98	\$760,029.18

EXHIBIT D

Expenses

Total Expenses	Amount (\$)	Expense Date	Category	Description
JEFFREY FINGER	\$ 266.86	3/17/2025	HOTEL & ACCOMODATIONS	HOTEL ROOM IN ATLANTA
JEFFREY FINGER	55.74	3/17/2025	EMPLOYEE MEALS	EMPLOYEE MEAL AT HOTEL
JEFFREY FINGER	25.92	3/17/2025	EMPLOYEE MEALS	EMPLOYEE MEAL AT NEWARK AIRPORT
JEFFREY FINGER	8.00	3/17/2025	INTERNET ACCESS FEES	INFLIGHT WIFI
JEFFREY FINGER	604.08	3/17/2025	AIR TRANSPORTATION	FLIGHT TO ATLANTA FOR HEARING
JEFFREY FINGER	121.19	3/17/2025	GROUND TRANSPORTATION	CAR SERVICE FROM HOME TO NEWARK AIRPORT
JEFFREY FINGER	141.96	3/17/2025	GROUND TRANSPORTATION	CAR SERVICE FROM ATLANTA AIRPORT TO HOTEL
JEFFREY FINGER	42.85	3/18/2025	EMPLOYEE MEALS	EMPLOYEE MEAL AT HOTEL
JEFFREY FINGER	56.50	3/18/2025	EMPLOYEE MEALS	EMPLOYEE MEAL AT ATLANTA AIRPORT
JEFFREY FINGER	8.00	3/18/2025	INTERNET ACCESS FEES	INFLIGHT WIFI
JEFFREY FINGER	148.31	3/18/2025	GROUND TRANSPORTATION	CAR SERVICE FROM NEWARK AIRPORT TO HOME
JEFFREY FINGER	23.33	3/18/2025	GROUND TRANSPORTATION	CAR SERVICE TO GREENBERG TRAURIG OFFICES
JEFFREY FINGER	78.06	3/18/2025	GROUND TRANSPORTATION	CAR SERVICE TO ATLANTA AIRPORT
WILLKIE FARR & GALLAGHER LLP	35,457.50	3/31/2025	LEGAL	LEGAL EXPENSES
JEFFREY FINGER	175.67	4/13/2025	HOTEL & ACCOMODATIONS	HOTEL ROOM IN ATLANTA
JEFFREY FINGER	16.16	4/13/2025	EMPLOYEE MEALS	EMPLOYEE MEAL IN ATLANTA
JEFFREY FINGER	19.16	4/13/2025	EMPLOYEE MEALS	EMPLOYEE MEAL AT NEWARK AIRPORT
JEFFREY FINGER	103.28	4/13/2025	EMPLOYEE MEALS	EMPLOYEE MEAL IN ATLANTA
JEFFREY FINGER	513.19	4/13/2025	AIR TRANSPORTATION	FLIGHT TO ATLANTA FOR HEARING
JEFFREY FINGER	112.90	4/13/2025	GROUND TRANSPORTATION	CAR SERVICE FROM HOME TO NEWARK AIRPORT
JEFFREY FINGER	141.96	4/13/2025	GROUND TRANSPORTATION	CAR SERVICE FROM ATLANTA AIRPORT TO HOTEL
JEFFREY FINGER	3.48	4/14/2025	EMPLOYEE MEALS	EMPLOYEE MEAL AT ATLANTA AIRPORT
JEFFREY FINGER	48.00	4/14/2025	GROUND TRANSPORTATION	TAXI TO ATLANTA AIRPORT
JEFFREY FINGER	30.28	4/14/2025	GROUND TRANSPORTATION	CAR SERVICE TO COURTHOUSE IN ATLANTA
JEFFREY FINGER	30.41	4/14/2025	GROUND TRANSPORTATION	CAR SERVICE FROM COURTHOUSE IN ATLANTA
JEFFREY FINGER	335.17	4/14/2025	AIR TRANSPORTATION	FLIGHT FROM ATLANTA AFTER HEARING
JEFFREY FINGER	118.20	4/16/2025	GROUND TRANSPORTATION	CAR SERVICE FROM NEWARK AIRPORT TO HOME
JEFFREY FINGER	603.19	5/19/2025	AIR TRANSPORTATION	FLIGHT TO ATLANTA FOR HEARING
JEFFREY FINGER	554.54	5/19/2025	AIR TRANSPORTATION	FLIGHT FROM ATLANTA AFTER HEARING
JEFFREY FINGER	160.82	5/19/2025	GROUND TRANSPORTATION	CAR SERVICE FROM HOME TO NEWARK AIRPORT
JEFFREY FINGER	5.04	5/19/2025	EMPLOYEE MEALS	EMPLOYEE MEAL AT NEWARK AIRPORT
JEFFREY FINGER	31.97	5/19/2025	EMPLOYEE MEALS	EMPLOYEE MEAL IN ATLANTA
JEFFREY FINGER	8.00	5/19/2025	INTERNET ACCESS FEES	INFLIGHT WIFI
JEFFREY FINGER	74.77	5/19/2025	GROUND TRANSPORTATION	CAR SERVICE TO ATLANTA AIRPORT
JEFFREY FINGER	60.02	5/19/2025	GROUND TRANSPORTATION	CAR SERVICE FROM ATLANTA AIRPORT
WILLKIE FARR & GALLAGHER LLP	19,585.00	5/31/2025	LEGAL	LEGAL EXPENSES
WILLKIE FARR & GALLAGHER LLP	55,385.00	6/30/2025	LEGAL	LEGAL EXPENSES
WILLKIE FARR & GALLAGHER LLP	13,880.00	7/31/2025	LEGAL	LEGAL EXPENSES
WILLKIE FARR & GALLAGHER LLP	14,395.00	10/10/2025	LEGAL	LEGAL EXPENSES
Total Expenses	\$ 143,429.51			

WILLKIE FARR & GALLAGHER LLP

787 Seventh Avenue
New York, NY 10019-6099

Tel: 212 728 8000
Fax: 212 728 8111

Federal ID 13-5536844

JEFFERIES LLC

AIR PROS

FOR PROFESSIONAL SERVICES RENDERED

through March 31, 2025 as set out in the
attached detail

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice No. 12508914

Client/Matter No. 122472.00005

April 7, 2025

	\$	35,457.50
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Total this Invoice	\$	<u>35,457.50</u>
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WIRE FRAUD ALERT: Our wire instructions are included on the remittance page of this invoice and remain unchanged. You should not accept new wire instructions via email or change wire instructions on file without first performing an independent verbal verification, either through the attorney responsible for your matter or by contacting the Willkie Farr & Gallagher LLP Accounting Department directly. Even if an email looks like it has come from someone associated with our firm, please call first to verify any new or modified instructions before initiating a wire transfer or ACH.

JEFFERIES LLC

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Invoice No. 12508914

Client/Matter No. 122472.00005

AIR PROS

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>		<u>Amount</u>
3/16/25	P D	Correspond with Jefferies (J. Finger, A. Young, J. Kanwal, N. Aleman) re chapter 11 filing (0.5); review filed DIP Motion and related pleadings (0.7).	1.20	\$	1,470.00
3/16/25	R S	Review revised DIP documents (.1); email and t/c with J. Finger re same (.1); emails to M. Petrie and D. Kurzweil re same and sale documents (.1); email with A. Young re milestones (.1).	0.40		940.00
3/17/25	P D	Correspond with Jefferies (J. Finger, A. Young), R. Spigel re filed DIP Motion and related pleadings.	0.10		122.50
3/17/25	R S	Review and revise bid procedures declaration (.4); emails with Jefferies re same (.5); emails to D. Kurzweil and L. Muchnik re same (.1); t/cs with J. Finger re first day hearing (.4); emails with Jefferies same (.4).	1.80		4,230.00
3/18/25	R S	Emails with J. Finger, A. Young and team re bidding procedures declaration (.2); t/c with A. Young re sale motion and bidding procedures declaration (.1); c with D. Kurzweil, A. Hede, J. Finger, A. Young re same (.2); follow up with J. Finger re same (.2).	0.70		1,645.00
3/18/25	P D	Teleconfs. with GT (L. Muchnik, D. Kurzweil), R. Spigel, A. Young re DIP declaration (0.4); correspond with same re same (0.3); review filed version of same (0.2).	0.90		1,102.50

JEFFERIES LLC

Page 3

Invoice No. 12508914

Client/Matter No. 122472.00005

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
3/20/25	R S	T/c with J. Finger re status, bid procedures declaration, sale (.3); emails with J. Finger and A. Young re amended sale motion and bid procedures declaration (.2); t/c and email with P. Dalgarno re same (.1); review and comments to drafts of amended bid procedures declaration and amendment to motion (.2).	0.80	1,880.00
3/20/25	P D	Review amended bid procedures declaration (0.1); review revised bid procedures declaration (0.1); correspond with R. Spiegel, Jefferies (J. Finger) re same (0.3).	0.50	612.50
3/21/25	R S	Email with J. Finger re retention application.	0.20	470.00
3/21/25	P D	Analyze filed amended declaration and bid procedures motion (0.2); correspond with R. Spiegel, Jefferies (J. Finger, A. Young) re same (0.1).	0.30	367.50
3/24/25	R S	T/c with E. Gebisa re Jefferies retention application (.2); email with J. Finger re same (.2); numerous emails with J. Finger and team re retention (.4).	0.80	1,880.00
3/24/25	P D	Emails with C. Passoni (Jefferies), R. Spiegel re retention declaration.	0.10	122.50
3/25/25	R S	T/c with J. Finger re open matters (.3); review lender comments to retention documents (.2); email with M. Petrie and to E. Gebisa re same (.3); prepare for (.2) and t/c with E. Gebisa re retention application (.2); t/c with J. Finger re same, 2nd day hearing (.3); t/c with C. Passoni re same (.2).	1.70	3,995.00
3/26/25	Y K-G	Review DIP Credit Agreement and DIP Order re sale proceeds.	1.20	1,680.00

JEFFERIES LLC

Page 4

Invoice No. 12508914

Client/Matter No. 122472.00005

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
3/26/25	R S	Email from E. Gebisa re retention and follow up with Jefferies re same (.3); review DIP agreement provision and email with Y. Gergi re same(.2); email from C. Passoni re retention declaration and follow up re same (.3); email to J. Finger and J. Saulitis re same (.2).	1.00	2,350.00
3/28/25	Y K-G	Research local rules and judge's procedures re: retention application.	0.30	420.00
3/28/25	R S	Emails with J. Finger re retention order and DIP orders (.5); email with Y. Kass-Gergi re retention hearing (.1).	0.60	1,410.00
3/30/25	R S	Review revised retention order from E. Gebisa (.1); review portion of interim DIP order (.1); email with J. Finger re same (.3); t/c with J. Finger re same (.5); consider issues re (.7) and revise retention order (.5); t/c with C. Passoni re same (.2); emails with J. Finger re same (.2); additional revisions to retention order (.3); email to E. Gebisi and team and D. Kurzweil Greenberg re same (.2).	3.10	7,285.00
3/31/25	Y K-G	Review filed retention application (.1); review notice re same (.1); email to R. Spigel re same (.1)	0.30	420.00
3/31/25	R S	Email with D. Kurzweil re retention application (.1); t/c and emails with J. Finger same (.5); review revised retention application from M. Petrie (.1); emails to C. Passoni and J. Finger re same (.3); email from and to D. Kurzweil and M. Petrie re final retention application (.2); emails with Y. Kass-Gergi re same (.1).	1.30	3,055.00

JEFFERIES LLC

Page 5

Invoice No. 12508914

Client/Matter No. 122472.00005

<u>Timekeeper</u>	<u>Hours</u>		<u>Amount</u>
ROBIN SPIGEL	12.40	\$	29,140.00
PHILIP DALGARNO	3.10		3,797.50
YARA KASS-GERGI	1.80		2,520.00

Professional Fees	\$	<u>35,457.50</u>
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Total this Invoice	\$	<u><u>35,457.50</u></u>
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WILLKIE FARR & GALLAGHER LLP

787 Seventh Avenue
New York, NY 10019-6099

Tel: 212 728 8000
Fax: 212 728 8111

Federal ID 13-5536844

JEFFERIES LLC

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice No. 12514822

Client/Matter No. 122472.00005

May 29, 2025

AIR PROS

FOR PROFESSIONAL SERVICES RENDERED

through April 30, 2025 as set out in the
attached detail

\$ 19,585.00

Total this Invoice

\$ 19,585.00

WIRE FRAUD ALERT: Our wire instructions are included on the remittance page of this invoice and remain unchanged. You should not accept new wire instructions via email or change wire instructions on file without first performing an independent verbal verification, either through the attorney responsible for your matter or by contacting the Willkie Farr & Gallagher LLP Accounting Department directly. Even if an email looks like it has come from someone associated with our firm, please call first to verify any new or modified instructions before initiating a wire transfer or ACH.

JEFFERIES LLC
Invoice No. 12514822
Client/Matter No. 122472.00005

Page 2

AIR PROS

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>		<u>Amount</u>
4/7/25	R S	Email with N. Aleman re approved budget (.1); email with Y. Kass-Gergi re interim compensation (.1).	0.20	\$	470.00
4/8/25	R S	Review UCC comments to bid procedures and order (.2); email to J. Finger re same (.2).	0.40		940.00
4/9/25	R S	Email with Y. Kass Gergi re compensation (.1); email with J. Finger re same (.1).	0.20		470.00
4/9/25	Y K-G	Review interim compensation guidelines for Northern District of Georgia (0.4); draft first monthly fee statement (.6).	1.00		1,400.00
4/10/25	R S	Review revisions to bidding procedures order and procedures (.2); email to J. Finger, N. Aleman re same (.3); review first monthly fee statement (.3); email to Y. Kass Gergi re same (.1).	0.90		2,115.00
4/11/25	R S	Review revised DIP order and email to J. Finger, A. Young and team re same (.2); email with J. Finger re second day hearing (.1).	0.30		705.00
4/12/25	R S	Prepare for call with J. Finger re potential testimony.	1.30		3,055.00
4/13/25	R S	Continue to prepare for (1.3) and t/c with J. Finger re potential testimony (.8); follow up emails with J. Finger re same, open issues (.1).	2.20		5,170.00
4/14/25	R S	Email with M. Petrie and with J. Finger re UCC request.	0.10		235.00
4/14/25	Y K-G	Review filed Bidding Procedures Order.	0.40		560.00

JEFFERIES LLC

Page 3

Invoice No. 12514822

Client/Matter No. 122472.00005

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
4/15/25	R S	Review UCC comments to retention order (.1); follow up re same (.2); email to J. Finger and C. Passoni re same (.2).	0.50	1,175.00
4/16/25	R S	Revise retention order (.1); emails to M. Petrie and to D. Kurzweil re same (.1).	0.20	470.00
4/17/25	R S	Email with J. Finger re DIP and retention (.3).	0.30	705.00
4/21/25	R S	Emails with J. Finger re 4/23 hearing (.1); t/c and email with Y. Kass Gergi re retention application (.1); email with M. Petrie re revised retention order and review same (.1).	0.30	705.00
4/22/25	R S	Review agenda and revised DIP order (carve out); email with Y. Kass-Gergi and to J. Finger and team re same.	0.20	470.00
4/23/25	R S	Review fee order and email with J. Finger and team re same and email re fees (.1); review consolidated monthly fee statement (.1); email to J. Finger and team re same (.2).	0.40	940.00

JEFFERIES LLC

Page 4

Invoice No. 12514822

Client/Matter No. 122472.00005

<u>Timekeeper</u>	<u>Hours</u>		<u>Amount</u>
ROBIN SPIGEL	7.50	\$	17,625.00
YARA KASS-GERGI	1.40		1,960.00

Professional Fees	\$	19,585.00
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Total this Invoice	\$	<u>19,585.00</u>
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WILLKIE FARR & GALLAGHER LLP

787 Seventh Avenue
New York, NY 10019-6099

Tel: 212 728 8000
Fax: 212 728 8111

Federal ID 13-5536844

JEFFERIES LLC

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice No. 12515146

Client/Matter No. 122472.00005

June 5, 2025

AIR PROS

FOR PROFESSIONAL SERVICES RENDERED

through May 31, 2025 as set out in the
attached detail

\$ 17,425.00

Total this Invoice

\$ 17,425.00

WIRE FRAUD ALERT: Our wire instructions are included on the remittance page of this invoice and remain unchanged. You should not accept new wire instructions via email or change wire instructions on file without first performing an independent verbal verification, either through the attorney responsible for your matter or by contacting the Willkie Farr & Gallagher LLP Accounting Department directly. Even if an email looks like it has come from someone associated with our firm, please call first to verify any new or modified instructions before initiating a wire transfer or ACH.

JEFFERIES LLC
Invoice No. 12515146
Client/Matter No. 122472.00005

Page 2

AIR PROS

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
5/8/25	Y K-G	Draft interim fee application.	1.80	2,520.00
5/9/25	Y K-G	Correspond with Jefferies team re: monthly fee statement.	0.30	420.00
5/12/25	Y K-G	Draft interim fee application.	2.60	3,640.00
5/14/25	R S	Review Finger declaration in support of sale (.3); review Hede declaration in support of sale (.3); t/c with J. Finger re same (.1); emails and t/c with B. Mumasi re first monthly fee statement (.1); review revised drafts of same (.3).	1.10	2,585.00
5/15/25	R S	Review revised sale declaration and email to J. Finger and team re same (.2); email to J. Finger and team and with Y. Kass Gergi re buyer declarations (.2).	0.40	940.00
5/16/25	Y K-G	Compile and review filed declarations in support of sale motion.	0.20	280.00
5/18/25	R S	Emails with J. Finger re sale hearing (.4); email with Y. Kass Gergi re same (.1).	0.50	1,175.00
5/29/25	R S	Email with Y. Kass Gergi re second monthly fee statement; review engagement letter re Transaction Fees (.2); email and t/c with A. Young re same (.3).	0.50	1,175.00
5/29/25	Y K-G	Draft monthly fee statement inclusive of M&A Transaction Fees.	1.00	1,400.00
5/30/25	R S	Review and revise fee statement (inclusive of M&A transaction fee) (1.3); email with Y. Kass-Gergi re same (.1).	1.40	3,290.00

JEFFERIES LLC

Page 3

Invoice No. 12515146

Client/Matter No. 122472.00005

<u>Timekeeper</u>	<u>Hours</u>		<u>Amount</u>
ROBIN SPIGEL	3.90	\$	9,165.00
YARA KASS-GERGI	5.90		8,260.00

Professional Fees	\$	17,425.00
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Total this Invoice	\$	<u>17,425.00</u>
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WILLKIE FARR & GALLAGHER LLP

787 Seventh Avenue
New York, NY 10019-6099

Tel: 212 728 8000
Fax: 212 728 8111

Federal ID 13-5536844

JEFFERIES LLC

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice No. 12518886

Client/Matter No. 122472.00005
122472.00007

AIR PROS

July 11, 2025

FOR PROFESSIONAL SERVICES RENDERED

through June 30, 2025 as set out in the
attached detail

\$ 37,960.00

Total this Invoice

\$ 37,960.00

WIRE FRAUD ALERT: Our wire instructions are included on the remittance page of this invoice and remain unchanged. You should not accept new wire instructions via email or change wire instructions on file without first performing an independent verbal verification, either through the attorney responsible for your matter or by contacting the Willkie Farr & Gallagher LLP Accounting Department directly. Even if an email looks like it has come from someone associated with our firm, please call first to verify any new or modified instructions before initiating a wire transfer or ACH.

JEFFERIES LLC
Invoice No. 12518886
Client/Matter No. 122472.00005

Page 2

AIR PROS

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>		<u>Amount</u>
6/2/25	R S	Brief review of plan re provisions covering Debtors' professionals (.3); email to J. Finger re same (.1).	0.40	\$	940.00
6/3/25	R S	Review and revise monthly fee statement re One Source and Air Pros Legacy (.8); email with Y. Kass Gergi re same (.1); email with A. Young re M&A transaction fees (.4).	1.30		3,055.00
6/3/25	Y K-G	Revise May monthly fee statement (0.3); review and analyze Plan provisions re: professionals (0.7).	1.00		1,400.00
6/4/25	R S	T/cs with A. Young re fee statement, sale closings (.3); email re same (.1).	0.40		940.00
6/5/25	R S	Review and revise monthly fee statement (.2); email to B. Mumasi and team re same (.1).	0.30		705.00
6/9/25	R S	Email with J. Finger and to Y. Kass Gergi re second monthly fee statement.	0.20		470.00
6/12/25	SRL	T/c with R. Spiegel re: shareholder letter; initial review of letter	0.20		365.00
6/12/25	R S	T/c with and email from J. Finger re shareholder notice (.2); follow up re same (.2).	0.40		940.00
6/13/25	SRL	T/c with R. Spiegel re: shareholder letter; reviewing letter in preparation for call	0.50		912.50
6/13/25	R S	T/c with B. McCallen re shareholder notice (.6); t/c with J. Finger re same (.1); emails with J. Kane re same (.9); reviewing first day declaration (.4); t/c with and email to D. Kurzweil re shareholder notice (.4); t/c with S. Lombardi re same (.4).	2.80		6,580.00

JEFFERIES LLC

Page 3

Invoice No. 12518886

Client/Matter No. 122472.00005

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
6/13/25	Y K-G	Review revised Plan and Disclosure Statement (0.7); review U.S. Trustee's objection to the Disclosure Statement (0.4); email same (0.4).	1.50	2,100.00
6/16/25	R S	Review research re shareholder notice (.5); t/c with S. Lombardi re same (.1).	0.60	1,410.00
6/16/25	SRL	T/c with R. Spigel re: strategy	0.10	182.50
6/17/25	R S	T/c with J. Clancy re shareholder notice (.2); t/c with J. Finger re same (.2).	0.40	940.00
6/18/25	R S	T/c with B. McCallen re shareholder notice (.4).	0.40	940.00
6/18/25	Y K-G	Review ECM sale order and ECM certification (0.2); correspond with Finger and team re: same (0.2).	0.40	560.00
6/19/25	R S	T/c with D. Kurzweil re shareholder notice.	0.20	470.00
6/21/25	R S	Reviewing chapter 11 plan.	0.60	1,410.00
6/23/25	R S	T/c with S. Lombardi re strategy (.2); meeting with S. Lombardi re same (1.1).	1.30	3,055.00
6/23/25	SRL	Call with R. Spigel re: litigation advice and analysis re: indemnity; meeting with R. Spigel re: the same; analysis re: the same	1.60	2,920.00
6/23/25	R S	Attend disclosure statement hearing (1.5).	1.50	3,525.00

JEFFERIES LLC

Page 4

Invoice No. 12518886

Client/Matter No. 122472.00005

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
6/23/25	Y K-G	Review Disclosure Statement materials re: professional related matters.	0.80	1,120.00
6/24/25	R S	T/c with S. Lombardi re shareholder notice (.1); prepare for (.4) and call with J. Kane and C. Passoni re same (.2)	0.70	1,645.00
6/24/25	SRL	Call with J. Kane, C. Passoni, and R. Spiegel re: indemnity; preparing for call; prep call with R. Spiegel	0.60	1,095.00
6/24/25	Y K-G	Correspond with Debtors' counsel re: second monthly fee statement (0.1); review disclosure statement order and deadlines (0.1).	0.20	280.00

JEFFERIES LLC

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Invoice No. 12518886

Client/Matter No. 122472.00005

<u>Timekeeper</u>	<u>Hours</u>		<u>Amount</u>
ROBIN SPIGEL	11.50	\$	27,025.00
YARA KASS-GERGI	3.90		5,460.00
STUART R. LOMBARDI	3.00		5,475.00

Professional Fees	\$	<u>37,960.00</u>
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Total this Invoice	\$	<u><u>37,960.00</u></u>
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WILLKIE FARR & GALLAGHER LLP

787 Seventh Avenue
New York, NY 10019-6099

Tel: 212 728 8000
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Federal ID 13-5536844

JEFFERIES LLC

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice No. 12521251

Client/Matter No. 122472.00005

August 6, 2025

AIR PROS

FOR PROFESSIONAL SERVICES RENDERED

through July 31, 2025 as set out in the
attached detail

\$ 13,880.00

Total this Invoice

\$ 13,880.00

WIRE FRAUD ALERT: Our wire instructions are included on the remittance page of this invoice and remain unchanged. You should not accept new wire instructions via email or change wire instructions on file without first performing an independent verbal verification, either through the attorney responsible for your matter or by contacting the Willkie Farr & Gallagher LLP Accounting Department directly. Even if an email looks like it has come from someone associated with our firm, please call first to verify any new or modified instructions before initiating a wire transfer or ACH.

JEFFERIES LLC
Invoice No. 12521251
Client/Matter No. 122472.00005

Page 2

AIR PROS

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>		<u>Amount</u>
7/2/25	R S	T/c with Y. Kass Gergi re June fee statement and follow up email to A. Young, B. Mumasi re same (.2); review and revise third monthly fee statement (1.5) .	1.70	\$	3,995.00
7/9/25	R S	T/c with J. Finger re open matters.	0.20		470.00
7/10/25	R S	Emails with J. Finger and team re transaction fees; t/c with C. Passoni re same.	0.30		705.00
7/20/25	Y K-G	Draft final fee application.	1.30		1,820.00
7/22/25	T M	emails and calls with R.Spiegel; review engagement letter, APA and related documents;	0.80		1,880.00
7/22/25	R S	T/c with T. Mark re transaction fee; emails with J. Finger and J. Saulitis re same; t/c with C. Passoni re same.	1.00		2,350.00
7/25/25	Y K-G	Continue to draft final fee application.	1.30		1,820.00
7/28/25	Y K-G	Correspond with client re: plan objections and fee statements.	0.20		280.00
7/31/25	Y K-G	Review filed Plan Supplement.	0.40		560.00

JEFFERIES LLC

Page 3

Invoice No. 12521251

Client/Matter No. 122472.00005

<u>Timekeeper</u>	<u>Hours</u>		<u>Amount</u>
ROBIN SPIGEL	3.20	\$	7,520.00
THOMAS MARK	0.80		1,880.00
YARA KASS-GERGI	3.20		4,480.00

Professional Fees	\$	<u>13,880.00</u>
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Total this Invoice	\$	<u><u>13,880.00</u></u>
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WILLKIE FARR & GALLAGHER LLP

787 Seventh Avenue
New York, NY 10019-6099

Tel: 212 728 8000
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Federal ID 13-5536844

JEFFERIES LLC

AIR PROS

FOR PROFESSIONAL SERVICES RENDERED

through August 31, 2025 as set out in the
attached detail

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice No. 12524325

Client/Matter No. 122472.00005

September 5, 2025

	\$	7,140.00
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Total this Invoice	\$	<u>7,140.00</u>
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JEFFERIES LLC

Page 2

Invoice No. 12524325

Client/Matter No. 122472.00005

AIR PROS

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>		<u>Amount</u>
8/4/25	R S	Work on fee statement (.4); email to J. Finger and team re same (.2).	0.60	\$	1,410.00
8/5/25	R S	Review confirmation order, plan related to professional fees and releases (.3); email to M. Petrie and D. Kurzweil re same (.1).	0.40		940.00
8/5/25	P D	Emails with R. Spiegel, Jefferies (J. Finger, A. Young) re June fee statement (.4); analyze proposed confirmation order re: professionals matters (.8); revised filing version of June fee statement (.2).	1.40		1,715.00
8/6/25	R S	Email to J. Finger and team re July monthly fee statement.	0.20		470.00
8/6/25	P D	Revise third monthly statement re filing version (.1); revise 4th monthly statement re same (.1); emails with R. Spiegel, Jefferies (J. Finger, A. Young, B. Mumasi) re same (.1).	0.30		367.50
8/7/25	P D	Email to GT (M. Petri, D. Kurzweil), R. Spiegel re service of 3rd and 4th fee statements.	0.10		122.50
8/11/25	R S	Review and revise final fee application (.4); email with R. Haque re engagement (.1).	0.50		1,175.00
8/21/25	R S	Revise final fee application.	0.40		940.00

JEFFERIES LLC

Page 3

Invoice No. 12524325

Client/Matter No. 122472.00005

<u>Timekeeper</u>	<u>Hours</u>		<u>Amount</u>
ROBIN SPIGEL	2.10	\$	4,935.00
PHILIP DALGARNO	1.80		2,205.00

Professional Fees	\$	<u>7,140.00</u>
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Total this Invoice	\$	<u><u>7,140.00</u></u>
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WILLKIE FARR & GALLAGHER LLP

787 Seventh Avenue
New York, NY 10019-6099

Tel: 212 728 8000
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Federal ID 13-5536844

JEFFERIES LLC

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice No. 12528145

Client/Matter No. 122472.00005

October 13, 2025

AIR PROS

FOR PROFESSIONAL SERVICES RENDERED

through October 10, 2025 as set out in the
attached detail

\$ 7,255.00

Total this Invoice

\$ 7,255.00

WIRE FRAUD ALERT: Our wire instructions are included on the remittance page of this invoice and remain unchanged. You should not accept new wire instructions via email or change wire instructions on file without first performing an independent verbal verification, either through the attorney responsible for your matter or by contacting the Willkie Farr & Gallagher LLP Accounting Department directly. Even if an email looks like it has come from someone associated with our firm, please call first to verify any new or modified instructions before initiating a wire transfer or ACH.

JEFFERIES LLC
Invoice No. 12528145
Client/Matter No. 122472.00005

Page 2

AIR PROS

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>		<u>Amount</u>
9/5/25	Y K-G	Revise final fee application.	0.50	\$	700.00
9/10/25	Y K-G	Correspond with Debtors' counsel re: effective date and Jefferies' fee estimate.	0.20		280.00
9/10/25	R S	Email with A. Young re final fee app, professional fee escrow; email to Y. Kass Gergi re same.	0.10		235.00
9/16/25	Y K-G	Draft proposed order approving Jefferies fee application.	0.40		560.00
9/16/25	R S	Review revisions to fee application (.3); email to J. Finger and team re same (.1).	0.40		940.00
10/7/25	R S	Email with Y. Kass Gergi re final fee app; follow up re same.	0.20		470.00
10/7/25	Y K-G	Review plan, confirmation order, and supplemental balloting notice.	0.50		700.00
10/9/25	R S	Revise final fee application (.5); email with Jefferies re same (.1)	0.60		1,410.00
10/9/25	Y K-G	Revise proposed order approving fee application.	0.60		840.00
10/10/25	Y K-G	Draft notice of filing of final fee application (0.4); revise final fee application (0.4).	0.80		1,120.00

JEFFERIES LLC

Page 3

Invoice No. 12528145

Client/Matter No. 122472.00005

<u>Timekeeper</u>	<u>Hours</u>		<u>Amount</u>
ROBIN SPIGEL	1.30	\$	3,055.00
YARA KASS-GERGI	3.00		4,200.00

Professional Fees	\$	<u>7,255.00</u>
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Total this Invoice	\$	<u><u>7,255.00</u></u>
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CERTIFICATE OF SERVICE

I hereby certify that on October 24, 2025, the foregoing *First and Final Fee Application of Jefferies LLC as Investment Banker for the Debtors and Debtors in Possession for Compensation for Professional Services Rendered and Reimbursement of Expenses Incurred for the Period from March 16, 2025 to and Including October 10, 2025* was: (i) filed using the Bankruptcy Court's CM/ECF system, which automatically sends a notice of this document and an accompanying link to this document to all parties who have appeared in the case under the Bankruptcy Court's ECF program; and (ii) was served on the Professional Fee Notice Parties (as defined in Section J of the Complex Case Procedures).

Dated: October 24, 2025
Atlanta, Georgia

Respectfully submitted,

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil

David B. Kurzweil (Ga. Bar No. 430492)
Matthew A. Petrie (Ga. Bar No. 227556)
Terminus 200
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Atlanta, Georgia 30305
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petriem@gtlaw.com

Counsel for the Wind Down Debtors