

**Fill in this information to identify the case:**Debtor Air Pros Solutions Holdings, LLCUnited States Bankruptcy Court for the: Northern District of Georgia  
(State)Case number 25-10363**Modified Official Form 410  
Proof of Claim****12/24**

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>Dallas Plumbing Company</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b> <u>Dallas Plumbing Company</u> <u>Since 1903 Corp.</u> <u>PO Box 551648</u> <u>Dallas, TX 75355, USA</u>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)  Contact phone <u>2145436705</u> Contact email <u>crystal.DPC@outlook.com</u>  Uniform claim identifier (if you use one): _____	<b>Where should payments to the creditor be sent? (if different)</b>  Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:   __ __ __ __
<b>7. How much is the claim?</b> \$ <u>280,900</u>	<b>Does this amount include interest or other charges?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
<b>8. What is the basis of the claim?</b>	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>Subordinated Promissory Note</u></p>
<b>9. Is all or part of the claim secured?</b>	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature or property:</b> <div><input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>.</div><div><input type="checkbox"/> Motor vehicle</div><div><input type="checkbox"/> Other. Describe: _____</div></div> <div><b>Basis for perfection:</b> _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</div> <div><b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)</div> <div><b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____</div> <div><b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div>
<b>10. Is this claim based on a lease?</b>	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b>   \$ _____</div>
<b>11. Is this claim subject to a right of setoff?</b>	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Identify the property: _____</div>



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/13/2025  
MM / DD / YYYY

/s/John C Downs  
Signature

Print the name of the person who is completing and signing this claim:

Name John C Downs  
First name Middle name Last name

Title President

Company Since 1903 Corporation  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 927-7076 | International (310) 751-2650

<b>Debtor:</b> 25-10363 - Air Pros Solutions Holdings, LLC <b>District:</b> Northern District of Georgia, Newnan Division		
<b>Creditor:</b> Dallas Plumbing Company Since 1903 Corp. PO Box 551648  Dallas, TX, 75355 USA <b>Phone:</b> 2145436705 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> crystal.DPC@outlook.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Subordinated Promissory Note	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 280,900	<b>Includes Interest or Charges:</b> Yes	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> John C Downs on 13-Jun-2025 10:25:00 a.m. Pacific Time <b>Title:</b> President <b>Company:</b> Since 1903 Corporation		

THE SECURITY REPRESENTED HEREBY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR REGISTERED OR QUALIFIED UNDER ANY APPLICABLE STATE SECURITIES LAW AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED, HYPOTHECATED OR OTHERWISE ASSIGNED EXCEPT IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF SUCH ACT AND THE REGISTRATION OR QUALIFICATION REQUIREMENTS OF SUCH STATE SECURITIES LAWS.

## **SUBORDINATED PROMISSORY NOTE**

**June 30, 2022**

**\$250,000.00**

**DALLAS PLUMBING AIR PROS, LLC**, a Delaware limited liability company (the “Maker”), hereby promises to pay to the order of **DALLAS PLUMBING COMPANY**, a Texas corporation (the “Holder”), the principal amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) (as such amount may be reduced pursuant to and in accordance with Sections 2(c) and 2(d) hereof), together with interest thereon calculated from the date hereof in accordance with the provisions of this Subordinated Promissory Note (this “Note”).

### **1. Interest.**

Interest shall accrue at the rate of six percent (6.00%) per annum, compounded annually, on the unpaid principal amount of this Note then outstanding, from the date of this Note until all principal and interest outstanding under this Note is paid in full, whether at maturity, upon acceleration, by prepayment or otherwise. All such interest shall be computed on the basis of a year of 360 days and the number of days actually elapsed.

### **2. Payment of Principal and Interest on Note.**

(a) The aggregate unpaid principal outstanding hereunder, together with all accrued and unpaid interest thereon shall be due and payable on the date that is the one (1) year anniversary of this Note (the “Maturity Date”).

(b) Right of Set Off. The Holder hereby acknowledges the rights to set off against this Note and any amount payable hereunder, in accordance with Section 6.2 of the Purchase Agreement (as defined below), any and all of Holder’s payment obligations or any other liabilities owed to Buyer (as such term is defined in the Purchase Agreement) pursuant to and in accordance with that certain Asset Purchase Agreement, dated as of the date hereof (as the same may be amended, the “Purchase Agreement”), by and among the Maker, the Holder, and the other owner parties thereto. Any amounts which Maker elects to set off shall be set off first against the outstanding and accrued interest hereunder prior to being set off against any outstanding principal of this Note.

(c) Optional Prepayments. The Maker may, at any time and from time to time without premium or penalty, prepay all or any portion of the outstanding principal amount of, or interest on, this Note. In connection with each prepayment of principal hereunder, the Maker shall also pay all accrued and unpaid interest hereunder.

(d) Application of Payments. Payments under this Note shall be applied (i) first to the payment of accrued interest hereunder until all such interest is paid and (ii) second, to the repayment of the principal outstanding hereunder.

3. Amendment and Waiver. The Maker and Holder agree that no change, waiver, modification or amendment of this Note shall be effective without the prior written approval of the Maker and the Holder.

4. Assignment and Transfer. Holder shall not sell, assign, pledge, dispose of or otherwise transfer all or any portion of this Note without the prior written consent of the Maker.

5. Cancellation; Acceleration.

(a) After all principal and accrued interest at any time owed on this Note has been paid in full, this Note shall be surrendered to the Maker for cancellation and shall not be reissued.

(b) If an Event of Default occurs and is continuing beyond applicable cure periods, the unpaid principal amount of this Note together with all accrued and unpaid interest thereon shall become immediately due and payable, automatically and without any action by the Holder, without presentment, demand, protest, diligence, any additional notice whatsoever or other requirements of any kind, all of which are hereby expressly waived by the Maker except as otherwise required by applicable law; provided, however, all amounts accelerated and owing shall remain expressly subordinated, as set forth in Section 18 below, in the right of payment to the prior payment in full of the Senior Indebtedness (as hereinafter defined). For purposes of this Section 5(b), "Event of Default" shall mean one of the following events:

(i) Default in the due and punctual payment of principal and interest under this Note;

(ii) An involuntary proceeding is commenced or an involuntary petition is filed in a court of competent jurisdiction seeking (A) relief in respect of the Maker or any guarantor of this Note or of a substantial part of the property or assets of the Maker or any guarantor, under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, (B) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Maker, guarantor or for a substantial part of the property or assets of the Maker or any guarantor or (C) the winding-up or liquidation of the Maker or any guarantor of this Note, and in each such event, the proceeding or petition referred to above shall continue undismissed for thirty (30) days or a final order or decree approving or ordering any of the foregoing shall be entered;

(iii) The Maker or any guarantor of this Note (A) voluntarily commences any proceeding or file any petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, (B) consents to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in Section 5(d)(ii) hereof, (C) applies for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Maker, guarantor or for a substantial part of the property or assets of the Maker or any guarantor, (D) files an answer admitting the material allegations of a

petition filed against it in any such proceeding, (E) makes a general assignment for the benefit of creditors, (F) becomes unable, admit in writing its inability or fail generally to pay its debts as they become due or (G) takes any action for the purpose of effecting any of the foregoing;

(iv) Any bank or institutional lender to which Holder's rights under this Note are subordinate shall cease to forbear in connection with any default by Maker and proceed to commence foreclosure proceedings against the Maker or any Affiliate of Maker; or

(v) The direct or indirect sale of all or substantially all of the assets or business of Maker.

**6. Payments.** All payments to be made to the Holder shall be made in the lawful money of the United States of America by wire transfer in immediately available funds to an account designated by the Holder.

**7. Governing Law.** All questions concerning the construction, validity and interpretation of this Note will be governed by and construed in accordance with the domestic laws of the State of Texas, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

**8. Waivers.** The Maker and any guarantor hereof hereby waives and renounces all rights to the benefits of any statute of limitations or any moratorium, appraisal, exemption, or homestead now provided or that hereafter may be provided by any federal or applicable state statute, including but not limited to, exemptions provided by or allowed under the Bankruptcy Code, both as to itself and as to all of its property, whether real or personal, against the enforcement and collection of the obligations evidenced by this Note and any and all extensions, renewals, and modifications hereof. The Maker and any guarantor expressly agrees that this Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of the Maker or any guarantor hereunder. The Holder shall also have any other rights which the Holder may have been afforded under any contract or agreement at any time and any other rights which the Holder may have pursuant to applicable law.

**9. Business Days.** If any payment is due, or any time period for giving notice or taking action expires, on a day which is a Saturday, Sunday or legal holiday in the State of Florida, the payment shall be due and payable on, and the time period shall automatically be extended to, the next business day immediately following such Saturday, Sunday or legal holiday, and interest shall continue to accrue at the required rate hereunder until any such payment is made.

**10. Usury Laws.** It is the intention of the Maker and the Holder to conform strictly to all applicable usury laws now or hereafter in force, and any interest payable under this Note shall be subject to reduction to the amount not in excess of the maximum legal amount allowed under the applicable usury laws as now or hereafter construed by the courts having jurisdiction over such matters. If the maturity of this Note is accelerated by reason of an election by the Holder resulting from voluntary prepayment by the Maker or otherwise, then earned interest may never include more than the maximum amount permitted by law, computed from the date hereof until payment, and any interest in excess of the maximum amount permitted by law shall be canceled

automatically and, if theretofore paid, shall at the option of the Holder either be rebated to the Maker or credited on the principal amount of this Note, or if this Note has been paid, then the excess shall be rebated to the Maker. The aggregate of all interest (whether designated as interest, service charges, points or otherwise) contracted for, chargeable, or receivable under this Note shall under no circumstances exceed the maximum legal rate upon the unpaid principal balance of this Note remaining unpaid from time to time. If such interest does exceed the maximum legal rate, it shall be deemed a mistake and such excess shall be canceled automatically and, if theretofore paid, rebated to the Maker or credited on the principal amount of this Note, or if this Note has been repaid, then such excess shall be rebated to the Maker.

**11. Waiver of Jury Trial; Consent to Jurisdiction.** THE MAKER (AND, BY VIRTUE OF ITS ACCEPTANCE HEREOF, THE HOLDER) HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION, ACTION, PROCEEDING, CROSS-CLAIM, OR COUNTERCLAIM IN ANY COURT (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH (i) THIS NOTE OR THE VALIDITY, PERFORMANCE, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF OR (ii) THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, AUTHORIZATION, EXECUTION, DELIVERY, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF. THE MAKER (AND, BY VIRTUE OF ITS ACCEPTANCE HEREOF, THE HOLDER) FURTHER HEREBY WAIVES ANY RIGHT TO INTERPOSE ANY COUNTERCLAIM IN ANY SUCH ACTION, EXCEPT FOR COMPULSORY COUNTERCLAIMS. THE MAKER (AND, BY VIRTUE OF ITS ACCEPTANCE HEREOF, THE HOLDER) HEREBY EXPRESSLY SUBMITS IN ADVANCE TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE IN ANY ACTION OR PROCEEDING RELATING TO ANY CLAIM, DISPUTE OR OTHER MATTER PERTAINING DIRECTLY OR INDIRECTLY TO THIS NOTE. THE MAKER (AND, BY VIRTUE OF ITS ACCEPTANCE HEREOF, THE HOLDER) HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE MAKER OR THE HOLDER MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THE RIGHT TO TRIAL BY JURY.

**12. Notices.** All notices, requests, demands, claims, and other communications hereunder shall be in writing to the addresses set forth in and shall be delivered in accordance with the terms and provisions of Section 7.2 of the Purchase Agreement, the provisions of which are incorporated herein, mutatis mutandis, as if a part hereof.

**13. Invalid Provisions.** If any provision of this Note is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Note will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Note will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and (c) the remaining provisions of this Note will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.



14. **Further Assurances.** Each of the Maker and the Holder shall execute and deliver any and all relevant documents and instruments as may reasonably be required or desirable to carry out the transactions contemplated by this Note.

15. **Entire Agreement.** This Note, together with the Purchase Agreement, supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof, and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof. Nothing in this Note, express or implied, will be construed to expand or defeat, impair or limit the rights, obligations, claims or remedies of the Maker or the Holder under the Purchase Agreement. If any provision of this Note conflicts with any provision of the Purchase Agreement, then such provision of the Purchase Agreement will control.

16. **Cumulative Remedies.** No right or remedy conferred upon the parties under this Note is intended to be exclusive of any other right or remedy contained herein or in any instrument or document delivered in connection herewith, and every such right or remedy shall be cumulative and shall be in addition to every other such right or remedy contained herein and/or now or hereafter existing at law or in equity or otherwise.

17. **Binding Effect.** All of the terms and provisions of this Note shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective administrators, legal representatives, and permitted assigns, whether so expressed or not.

18. **Subordination.**

(a) The Maker agrees, and the Holder by its acceptance of this Note likewise agrees, that the payment of Subordinated Indebtedness (as hereinafter defined) is hereby expressly subordinated, as hereinafter set forth, in the right of payment to the prior payment in full of the Senior Indebtedness (as hereinafter defined). As used herein, the following terms shall have the following meanings:

“Senior Indebtedness” shall mean all indebtedness of, or guaranteed by, the Maker for money borrowed (including, in any event, reimbursement obligations in respect of letters of credit and hedging obligations) from any bank, finance company or other financial institution (including their successors and assigns) whether now existing or hereafter arising, including without limitation all principal of and interest (including such interest as may accrue after the initiation of a Proceeding (as hereinafter defined), without regard as to whether such interest is an allowed claim in such Proceeding) on such indebtedness, and all premiums, fees and expenses owing by the Maker to such bank, finance company or other financial institution in respect of such indebtedness (in each instance, without regard as to whether such is an allowed claim in any Proceeding).

“Subordinated Indebtedness” shall mean all principal of and interest on this Note and all other amounts payable by the Maker in respect of this Note including without limitation costs of collection.

(b) **Proceeding, etc.** In the event of any insolvency, bankruptcy, receivership, custodianship, dissolution, winding up, liquidation or reorganization of the Maker, or upon any

assignment for the benefit of creditors, or upon any other marshaling of the assets and liabilities of the Maker for the benefit of any creditor or creditors or otherwise (a “Proceeding”):

(i) all Senior Indebtedness shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property, shall be made in respect of the Subordinated Indebtedness;

(ii) any payment or distribution of any character, whether in cash, securities or other property, which (except for the terms of this Section 18(b)) would be payable or deliverable in respect of the Subordinated Indebtedness shall be paid or delivered directly to the holders of Senior Indebtedness (or their representative) to the extent necessary to pay all Senior Indebtedness in full after giving effect to any concurrent payment or distribution in respect of such Senior Indebtedness;

(iii) if, notwithstanding the foregoing terms of this Section 18(b), any payment or distribution of any character, whether in cash, securities or other property, shall be received in a Proceeding by the Holder of the Subordinated Indebtedness before all Senior Indebtedness shall have been paid in full as aforesaid, such payment or distribution shall be held in trust for the benefit of, and shall be paid or delivered to, the holders of Senior Indebtedness (or their representative) (as provided herein) to the extent necessary to pay all Senior Indebtedness in full after giving effect to any concurrent payment or distribution in respect of such Senior Indebtedness, provided, however, that such amounts paid to the holders of Senior Indebtedness shall not be deemed to discharge the Subordinated Indebtedness; and

(iv) the Senior Indebtedness shall continue to be treated as Senior Indebtedness and the provisions hereof shall continue to govern the relative rights and priorities of the holders of the Senior Indebtedness and the Holder even if all or part of the Senior Indebtedness or the security interests securing the Senior Indebtedness are subordinated, set aside, avoided or disallowed in connection with any such Proceeding and the provisions hereof shall be reinstated if at any time any payment of any of the Senior Indebtedness is rescinded or must otherwise be returned by any holder of the Senior Indebtedness or any agent, designee or nominee of such holder.

**(c) Payment Block; Remedy Standstill.**

(i) Subject to the terms of paragraph (b) above, the Maker shall not make any payment or prepayment in respect of Subordinated Indebtedness, and the Holder of Subordinated Indebtedness shall not accept, ask for, or demand any payment in respect of Subordinated Indebtedness (in each instance, including by way of set-off); except for regularly scheduled or accelerated payments of principal and interest as provided in this Note, provided that after giving effect to such payment, Maker and its affiliates are in proforma compliance with the financial covenants, if any, set forth in the documentation of the Senior Indebtedness.

(ii) The holders of Subordinated Indebtedness shall not, without the prior written consent of holders of Senior Indebtedness sufficient to bind all holders of Senior

Indebtedness, commence, or join with any other creditor in commencing, any Proceeding or take any action to collect or accelerate the Subordinated Indebtedness or exercise any rights or remedies with respect to the Subordinated Indebtedness that may be available to the holders of Subordinated Indebtedness, either at law or at equity, by judicial proceeding or otherwise, until repayment in full of the Senior Indebtedness.

(d) **Payments in Respect of Senior Indebtedness.** For the purposes of this Section 18, (a) Senior Indebtedness shall not be deemed to have been paid in full unless and until the holders thereof shall have indefeasibly received cash or, if so approved by holders of the Senior Indebtedness sufficient to bind all holders of Senior Indebtedness, securities taken at their then market value, or both, equal to the full amount of such Senior Indebtedness at the time outstanding and all commitments to extend further credit to the Maker have terminated, and (b) any payment or distribution required to be paid or delivered to the holders of Senior Indebtedness shall be deemed to have been received by such holders if paid or delivered to an authorized agent or agents, or representative or representatives, of such holders.

(e) **Rights of Subrogation.** Upon payment in full of all Senior Indebtedness, in the event cash, securities or other property otherwise payable or deliverable to the Holder shall have applied pursuant hereto to the payment of Senior Indebtedness, then in such event the holders of the Subordinated Indebtedness shall be subrogated to the rights of such holders of Senior Indebtedness to receive payments and distributions in respect of Senior Indebtedness until all such holders of the Subordinated Indebtedness shall have been paid in full. No payment or distribution to the holders of Senior Indebtedness by virtue of the provisions of this Section 18, which would otherwise have been made to the holders of the Subordinated Indebtedness, shall, as between the Maker and its creditors other than the holders of Senior Indebtedness, be deemed to be a payment by the Maker in respect of Senior Indebtedness, it being understood that the terms of this Section 18 are for the purpose of defining the relative rights of the holders of Senior Indebtedness on the one hand and the holders of Subordinated Indebtedness on the other hand.

(f) **Modifications of Senior Indebtedness and Security.** The holders of the Senior Indebtedness may, at any time and from time to time, without impairing or releasing the subordination provisions of this Section 18, do any one or more of the following: (i) change the manner, place or terms of (including increase in the amount thereof or rate of interest thereon), or change or extend the time of payment of or renew or alter, the Senior Indebtedness, or amend, modify, supplement or terminate in any manner any instrument or agreement relating to the Senior Indebtedness; (ii) release any person or entity liable in any manner for the payment or collection of the Senior Indebtedness; (iii) exercise or refrain from exercising any rights in respect of the Senior Indebtedness against the Maker or any other person or entity; (iv) apply any monies or other property paid by any person or entity or otherwise released in any manner to the Senior Indebtedness; or (v) accept or release any security for the Senior Indebtedness.

(g) **Modification or Waiver of Note.** No modification or waiver of the terms of this Note shall be effective without the prior written consent of such holders of the Senior Indebtedness necessary to bind all of the holders of Senior Indebtedness (to the extent such consent is required under the terms of the instrument or instruments under which the Senior Indebtedness is outstanding).

(h) **Incorrect Payments.** If any payment on account of this Subordinated Indebtedness not permitted by the terms of this Note is received by the Holder hereof prior to the payment in full of the Senior Indebtedness, such payment shall be held in trust by such Holder for the benefit of the holders of the Senior Indebtedness, and shall immediately be paid over to the holders of the Senior Indebtedness, or their authorized representative, for application to the payment of the Senior Indebtedness until paid in full.

(i) **Obligation of Maker to Pay Absolute.** Nothing contained in this Section 18 shall impair, as between the Maker and the Holder, the obligation of the Maker to pay all indebtedness evidenced by this Note when and as the same becomes due and payable.

(j) **No Contest.** Holder covenants and agrees that it will not, and will not encourage any other Person to, at any time, contest the validity, perfection, priority or enforceability of the provisions of this Section 18, the Senior Indebtedness, the Senior Indebtedness documents or the security interests or liens granted pursuant thereto. Holder agrees that the Subordinated Indebtedness is unsecured and that Holder shall not take any liens or security interests in any assets or property of the Maker or any of its Affiliates or otherwise to secure the Subordinated Indebtedness or accept any guaranties from any Affiliate of Company with respect to the Subordinated Indebtedness other than a person who has not guaranteed or who is not otherwise liable for the Senior Indebtedness.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Maker has executed and delivered this Note on the date first set forth above.

**DALLAS PLUMBING AIR PROS,  
LLC**

By: 

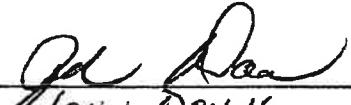
Name: Douglas Anthony Perera, Jr.

Title: President

COPY

ACKNOWLEDGED AND AGREED:

**DALLAS PLUMBING COMPANY**

By:   
Name: JOHN DOWNS  
Title: PRESIDENT

COPY

[Signature Page to Subordinated Promissory Note]

Since 1903 Corporation

PO Box 551648  
Dallas, TX 75355 US  
crystal.DPC@outlook.com

INVOICE

BILL TO  
Dallas Plumbing Air Pros  
11055 Plano Rd.  
Dallas, TX 75238

INVOICE	SPN
DATE	06/30/2023
TERMS	Due on receipt
DUE DATE	06/30/2023

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Services	Subordinated Promissory Note	1	250,000.00	250,000.00
Services	6% Interest 7/1/23-6/30/24 on \$250,000 balance	1	15,000.00	15,000.00
Services	6% Interest 7/1/24-6/30/25 on \$265,000 balance	1	15,900.00	15,900.00
SUBTOTAL				280,900.00
TAX				0.00
TOTAL				280,900.00
BALANCE DUE				\$280,900.00