

Fill in this information to identify the case:

Debtor 1 Tricolor Holdings, LLC

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas

Case number 25-33487

**FILED**

**OCT 09 2025**

CLERK, U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

Official Form 410

**Proof of Claim**

04/19

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 of 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>BDO USA, P.C.</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>BDO USA, LLP</u>	
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?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>  <u>BDO USA, P.C. Attn: Jared Schierbaum</u> Name <u>4250 Lancaster Pike, Suite 120</u> Number Street <u>Wilmington</u> <u>DE</u> <u>19805</u> City State ZIP Code Contact phone <u>(302) 656-5500</u> Contact email <u>jschierbaum@bdo.com</u>	<b>Where should payments to the creditor be sent? (if different)</b>  <u>BDO USA, P.C. Attn: Fred Jones</u> Name <u>5300 Patterson Ave S.E., Suite 100</u> Number Street <u>Grand Rapids</u> <u>MI</u> <u>49512</u> City State ZIP Code Contact phone <u>(616) 816-6037</u> Contact email <u>Fjones@bdo.com</u>
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
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 ____ / ____ / ____	
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**

6. Do you have any number you use to identify the debtor? ☐ No  
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 0 7 6 6

7. How much is the claim? \$ 138,800.00 Does this amount include interest or other charges?  
☒ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? 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.

Professional Services

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.

**Nature of property:**

- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_

**Basis for perfection:**

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.)

Value of property: \$ \_\_\_\_\_

Amount of the claim that is secured: \$ \_\_\_\_\_

Amount of the claim that is unsecured: \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ \_\_\_\_\_

Annual Interest Rate (when case was filed) \_\_\_\_\_ %

- ☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

**12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**☒ No☐ Yes. Check one:**Amount entitled to priority**

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

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

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

☐ Up to \$3,025\* 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 \$13,650\*) 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 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

**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)(2) 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 acknowledgment 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 a 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 10/07/2025  
MM / DD / YYYY

Signature



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

Name Fred Jones  
First name Middle name Last name

Title Director - Credit to Cash

Company BDO USA, P.C.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 5300 Patterson Ave S.E., Suite 100  
Number Street

Grand Rapids MI 49512  
City State ZIP Code

Contact phone (616) 816-6037 Email FJones@bdo.com



**Tricolor Holdings LLC**  
**Jerry Kollar**  
**6021 Connection Drive, 4th Floor**  
**Irving, TX 75039**

9/19/2025

Customer# 0450766

**Statement Of Account**

Date	Transaction	Class	Attention To	Original Amount Due	Payments/credits	Amount Due	Days Outstanding
8/22/2025	500032382	Invoice	Jerry Kollar	79,675.40	0.00	79,675.40	28
8/30/2025	500037867	Invoice	Jerry Kollar	59,125.00	0.00	59,125.00	20
<b>Total Balance:</b>						138,800.40	
<b>Amount Due</b>		<b>0-30 Days</b>	<b>31-60 Days</b>	<b>61-90 Days</b>	<b>&gt;90 Days</b>	<b>Totals</b>	
		138,800.40	0.00	0.00	0.00	138,800.40	

We appreciate your business. If you haven't already, please forward payment to the remittance address below. For inquiries please contact Valerie Bowen, Credit Analyst, at (864) 775-3053 or vbowen@bdo.com.

**Mail:**

BDO  
 PO Box 677973  
 Dallas, TX 75267

**Overnight:**

PNC Bank Firstside Center  
 Lockbox Department  
 500 First Avenue  
 Pittsburgh, PA 15219  
 Attn: Lockbox # 642743 (BDO)

**Wire and ACH:**

PNC Bank, N.A  
 Pittsburgh, PA  
 ABA# 031207607  
 A/C# 8013580178  
 Swift# PNCCUS33

**Pay Online:**

BDO offers a fast, secure, and convenient way to pay invoices  
 24 hours a day, 7 days a week.  
 To review your account and make payment via credit card or direct debit,  
 visit [www.bdo.com/payments](http://www.bdo.com/payments) and Sign in or Register.

When paying via ACH or Wire, please provide remittance information to ARlockbox@bdo.com.

COPY



Customer #	0450766
Invoice #	500032382
Invoice Date	August 22, 2025
Due Date	August 22, 2025
Invoice Total	\$79,675.40

Tricolor Holdings LLC  
 Jerry Kollar  
 6021 Connection Drive, 4th Floor  
 Irving, TX 75039

For professional services rendered in connection with the following:

Progress billing for services rendered in connection with the preparation and review of tax capital (basis) calculations, for the period from July 16, 2025 through August 18, 2025. 79,675.40

Invoice Total:	<b>\$79,675.40</b>
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For invoice inquiries, contact Valerie Bowen, Credit Analyst at 864-775-3053 or vbowen@bdo.com.

**Pay Online:**

To review your account and make payments via credit card or direct debit, visit [www.bdo.com/online-payment-portal](http://www.bdo.com/online-payment-portal) and Sign in or Register.

**Mail:**

BDO  
 PO Box 677973  
 Dallas, TX  
 75267-7973

**Wire and ACH:**

PNC Bank, N.A.  
 Pittsburgh, PA  
 ABA# 031207607  
 A/C# 8013580178  
 Swift# PNCCUS33

**Overnight:**

PNC Bank Firstside Center  
 Lockbox Department  
 500 First Avenue  
 Pittsburgh, PA 15219  
 Attn: Lockbox # 642743 (BDO)

When paying via ACH or Wire, please send remittance information to ARLockbox@bdo.com.

This invoice was issued by BDO USA, P.C., a Virginia professional service corporation and the U.S. member of BDO International Limited, a UK company limited by guarantee.

COPY



Customer #	0450766
Invoice #	500037867
Invoice Date	August 30, 2025
Due Date	August 30, 2025
Invoice Total	\$59,125.00

Tricolor Holdings LLC  
 Jerry Kollar  
 6021 Connection Drive, 4th Floor  
 Irving, TX 75039

For professional services rendered in connection with the following:

Administrative Fee	4,125.00
Second progress billing for preparation of the 2024 tax return(s) pursuant to the Statement of Work.	55,000.00

<b>Invoice Total:</b>	<b>\$59,125.00</b>
-----------------------	--------------------

For invoice inquiries, contact Valerie Bowen, Credit Analyst at 864-775-3053 or vbowen@bdo.com.

**Pay Online:**

To review your account and make payments via credit card or direct debit, visit [www.bdo.com/online-payment-portal](http://www.bdo.com/online-payment-portal) and Sign in or Register.

**Mail:**

BDO  
 PO Box 677973  
 Dallas, TX  
 75267-7973

**Wire and ACH:**

PNC Bank, N.A.  
 Pittsburgh, PA  
 ABA# 031207607  
 A/C# 8013580178  
 Swift# PNCCUS33

**Overnight:**

PNC Bank Firstside Center  
 Lockbox Department  
 500 First Avenue  
 Pittsburgh, PA 15219  
 Attn: Lockbox # 642743 (BDO)

When paying via ACH or Wire, please send remittance information to [ARLockbox@bdo.com](mailto:ARLockbox@bdo.com).

This invoice was issued by BDO USA, P.C., a Virginia professional service corporation and the U.S. member of BDO International Limited, a UK company limited by guarantee.



Tel: 214-969-7007  
Fax: 214-953-0722  
www.bdo.com

600 North Pearl, Suite 1700  
Dallas, TX 75201

December 3, 2024

Mr. Jerry Kollar  
Tricolor Holdings, LLC  
6021 Connection Drive, 4<sup>th</sup> Floor  
Irving, TX 75039

**Re: Statement of Work - Related to the Agreement and Terms and Conditions Dated January 6, 2023 as Entered Into With Tricolor Holdings, LLC**

This Statement of Work ("SOW") is provided to Tricolor Holdings, LLC ("Client" or "Company" or "you") and Affiliates as listed in Exhibit 1 ("Affiliate" or collectively "Affiliate") for tax services.

Client and Affiliate acknowledge that Tricolor Holdings, LLC previously executed a letter dated January 6, 2023 and accompanying Terms and Conditions (collectively, the "Master Terms") which are incorporated by reference into this SOW. By signing below, Affiliate agrees that this SOW shall be governed by the Master Terms and that Affiliate is bound by the Master Terms as if such Affiliate is "Client" or "you" as such terms are defined in the Master Terms. The Master Terms along with this SOW, constitute the agreement ("Agreement") between BDO USA ("BDO" or "we"), Client and Affiliate.

To the extent there is any conflict or inconsistency between the Master Terms and any SOW, unless otherwise agreed to in writing, the Master Terms shall prevail.

The SOW is effective on December 3, 2024. Any term or condition incorporated into this SOW that is an addition to the terms and conditions contained in the Master Terms applies only to the services (described below) provided under this SOW.

**Russia Sanctions**

By executing this document, you represent that Client and Affiliate are not owned or controlled, directly or indirectly, by one or more Russian citizen(s), Russian national(s), persons physically located in Russia or entity(s) organized under the laws of Russia. You agree that if at any time while BDO is providing services to Client or Affiliate the foregoing representation is no longer true, you will immediately notify BDO.

**Scope of Services**

BDO agrees to provide the tax consulting services as described herein ("Services"). We understand that Client and Affiliate will be responsible for the preparation of any required filings not specifically listed herein.

Preparation and review of tax capital (basis) calculations.

Any service not specifically described as Services in this SOW is outside the scope of this Agreement.

BDO USA refers to BDO USA, P.C., a Virginia professional corporation, also doing business in certain jurisdictions with an alternative identifying abbreviation, such as Corp. or P.S.C.

BDO USA, P.C., is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.



Tricolor Holdings, LLC  
December 3, 2024  
Page 2

### **Independence**

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with Client and Affiliate with respect to the Services described in this SOW. Prior to performing such Services, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf of the Company or Affiliate. However, we will provide advice and recommendations to assist management of the Company and the Affiliate in performing its functions and fulfilling its responsibilities.

Each of Company and Affiliate agrees to perform the following functions in connection with our performance of our Services work:

1. Make all management decisions and perform all management functions with respect to the Services performed by us.
2. Assign an individual as the Company's and the Affiliate's representative (preferably from senior management) with the suitable skills, knowledge and/or experience to oversee the Services performed, and evaluate the adequacy and results of the Services, (the individual is not required to possess the expertise to perform or re-perform such Service).
3. Accept responsibility for the results of the Services performed.

We, in our professional judgment, reserve the right to refuse to perform any procedures or take any action that could be construed as making management decisions or performing management functions. The Company and the Affiliate must make all decisions with regard to our recommendations. By signing this Agreement, each of Client and Affiliate acknowledges your acceptance of these responsibilities.

If our Services include representation of the Company or the Affiliate before tax authorities, we may provide such authorized representation without impairing our independence, provided all decisions are made by the Company and the Affiliate. We will commit the Company and the Affiliate to a specific resolution only after we receive your explicit authorization to do so. We may provide representation before a taxing authority, provided such representation does not include a public forum such as a tax, district or federal court of claims, or equivalent state, local or foreign forum.

### **Fee Arrangement**

BDO's fee for Services will be between \$100,000 - \$130,000.

The estimated fee provided above was determined based on the assumption that the information needed to complete the Services is provided no later than the due date agreed to with the client engagement team. Delays in receipt of the requested information cause inefficiencies and impacts the ability to appropriately schedule the resources needed to complete the Services. Failure to provide the information by the specified date will result in an increase of the stated fee for reasons set forth above.





Tricolor Holdings, LLC  
December 3, 2024  
Page 3

### Billing Arrangement

BDO's fees and expenses for Services will be billed as appropriate as time and expenses are incurred.

In addition to the above fees, we also will bill you for our reasonable out-of-pocket expenses at a rate of 7.5% of the fee amount which includes internal charges for certain support activities associated with general office services and technology/software usage.

If you have any questions pertaining to this SOW, please contact James McNamara.

\* \* \* \* \*

BDO values your business and looks forward to many years of providing quality professional services to your Company and Affiliate.

Very truly yours,

**BDO USA**

By: 

Name: James McNamara

Title: Principal

By signing below, the authorized signatory represents that he/she has power and authority and has obtained all approvals, authorizations, and consents necessary to enter into this Agreement on behalf of the Client and any Affiliate set forth in Exhibit 1 for whom the authorized signatory is executing this Agreement. The authorized signatory represents that this Agreement constitutes the legal, valid, and binding obligation of the Client and any Affiliate set forth in Exhibit 1 for whom the authorized signatory is executing this Agreement and is enforceable against the Client and such Affiliate in accordance with its terms. Client and any Affiliate set forth in Exhibit 1 acknowledge and agree that the authorized signatory is duly authorized to bind the applicable entities party hereto.

Accepted and Agreed to by:

**TRICOLOR HOLDINGS, LLC AND AFFILIATE(S) AS SET FORTH IN EXHIBIT 1**

By: 

Name: Jerry Kollar

Title: Authorized Signatory

*Exhibit 1 - List of Affiliates*

SOW03A v. 10/2024

**EXHIBIT 1**

**LIST OF AFFILIATES**

Flexi Compras Autos, LLC  
Tricolor Auto Acceptance, LLC  
Tricolor California Auto Acceptance  
TAG Holding Company  
TAG California Holding Company  
Tricolor Auto Group, LLC  
Tricolor California Auto Group

Docusign Envelope ID: 112827EE-B2F4-456F-A73A-CC04FE8758BE



Tel: 214-969-7007  
Fax: 214-953-0722  
www.bdo.com

600 North Pearl, Suite 1700  
Dallas, TX 75201

January 13, 2025

Mr. Jerry Kollar  
Tricolor Holdings, LLC  
6021 Connection Drive, 4th Floor  
Irving, TX 75039

**Re: Statement of Work - Related to the Agreement and Terms and Conditions Dated January 6, 2023 as Entered into with Tricolor Holdings, LLC**

Dear Mr. Kollar:

This Statement of Work ("SOW") is provided to Tricolor Holdings, LLC ("Client" or "Company" or "you") and AFFILIATES as listed in Exhibit 1 ("Affiliate" or collectively "Affiliate") for tax services.

Client and Affiliate acknowledge that Tricolor Holdings, LLC previously executed a letter dated January 6, 2023 and accompanying Terms and Conditions (collectively, the "Master Terms") which are incorporated by reference into this SOW. By signing below, Affiliate agrees that this SOW shall be governed by the Master Terms and that Affiliate is bound by the Master Terms as if such Affiliate is "Client" or "you" as such terms are defined in the Master Terms. The Master Terms along with this SOW, constitute the agreement ("Agreement") between BDO USA ("BDO" or "we"), Client and Affiliate.

To the extent there is any conflict or inconsistency between the Master Terms and any SOW, unless otherwise agreed to in writing, the Master Terms shall prevail.

The SOW is effective on January 13, 2025. Any term or condition incorporated into this SOW that is an addition to the terms and conditions contained in the Master Terms applies only to the services (described below) provided under this SOW.

#### **Russia Sanctions**

By executing this document, you represent that Client and Affiliate are not owned or controlled, directly or indirectly, by one or more Russian citizen(s), Russian national(s), persons physically located in Russia or entity(s) organized under the laws of Russia. You agree that if at any time while BDO is providing services to Client or Affiliate the foregoing representation is no longer true, you will immediately notify BDO.

#### **Scope of Services**

BDO agrees to provide the tax compliance services as described herein or on Exhibit 1 or 2 attached hereto. We understand that Client and Affiliate will be responsible for the preparation of any required filings not specifically listed herein or on Exhibit 1 or 2.

Any service not specifically described in this SOW is outside the scope of this Agreement.

BDO USA refers to BDO USA, P.C., a Virginia professional corporation, also doing business in certain jurisdictions with an alternative identifying abbreviation, such as Corp. or P.S.C.

BDO USA, P.C., is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

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Tricolor Holdings, LLC  
January 13, 2025  
Page 2

### **Independence**

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with Client and Affiliate with respect to the Services described in this SOW. Prior to performing such Services, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf of the Company or Affiliate. However, we will provide advice and recommendations to assist management of the Company and the Affiliate in performing its functions and fulfilling its responsibilities.

Each of Company and Affiliate agrees to perform the following functions in connection with our performance of our Services work:

1. Make all management decisions and perform all management functions with respect to the Services performed by us.
2. Assign an individual as the Company's and the Affiliate's representative (preferably from senior management) with the suitable skills, knowledge and/or experience to oversee the Services performed, and evaluate the adequacy and results of the Services, (the individual is not required to possess the expertise to perform or re-perform such Service).
3. Accept responsibility for the results of the Services performed.

We, in our professional judgment, reserve the right to refuse to perform any procedures or take any action that could be construed as making management decisions or performing management functions. The Company and the Affiliate must make all decisions with regard to our recommendations. By signing this Agreement, each of Client and Affiliate acknowledges your acceptance of these responsibilities.

If our Services include representation of the Company or the Affiliate before tax authorities, we may provide such authorized representation without impairing our independence, provided all decisions are made by the Company and the Affiliate. We will commit the Company and the Affiliate to a specific resolution only after we receive your explicit authorization to do so. We may provide representation before a taxing authority, provided such representation does not include a public forum such as a tax, district or federal court of claims, or equivalent state, local or foreign forum.

### **Fee Arrangement**

BDO's fee for Services will be as follows:

Tax Compliance Services:	\$115,000
Fees for estimated tax payments:	\$1,500 - \$3,500 per quarter (as needed)

The fee provided above was determined based on the assumption that the information needed to prepare the return is provided no later than the due date agreed to with the client engagement team. Delays in receipt of the requested information cause inefficiencies and impacts the ability to appropriately schedule the resources needed to prepare the return. Failure to provide the information by the specified date will result in an increase of the stated fee for reasons set forth above.

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Tricolor Holdings, LLC  
January 13, 2025  
Page 3

#### **Billing Arrangement**

BDO's fees and expenses for the services described above or in Exhibit 2 will be billed as follows:

First progress billing	April 15, 2025	\$ 60,000
Second progress billing	August 15, 2025	\$ 55,000
Final billing	Upon delivery of tax returns	TBD

In addition to the above fees, we also will bill you for our reasonable out-of-pocket expenses at a rate of 7.5% of the fee amount which includes internal charges for certain support activities associated with general office services and technology/software usage.

If you have any questions pertaining to this SOW, please contact James McNamara.

\*\*\*\*\*

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Tricolor Holdings, LLC  
January 13, 2025  
Page 4

BDO values your business and looks forward to many years of providing quality professional services to your Company and Affiliate.

Very truly yours,

BDO USA

By:   
Name: James McNamara  
Title: Principal

By signing below, the authorized signatory represents that he/she has power and authority and has obtained all approvals, authorizations, and consents necessary to enter into this Agreement on behalf of the Client and any Affiliate set forth below or in Exhibit 1 for whom the authorized signatory is executing this Agreement. The authorized signatory represents that this Agreement constitutes the legal, valid, and binding obligation of the Client and any Affiliate set forth below or in Exhibit 1 for whom the authorized signatory is executing this Agreement and is enforceable against the Client and such Affiliate in accordance with its terms. Client and any Affiliate set forth below or in Exhibit 1 acknowledge and agree that the authorized signatory is duly authorized to bind the applicable entities party hereto.

Accepted and Agreed to by:

TRICOLOR HOLDINGS, LLC AND AFFILIATE(S) AS SET FORTH IN EXHIBIT 1

Signed by:  
By:   
Name: Jerry Kollar  
Title: Authorized Signatory

*Exhibit 1 - List of Affiliates*  
*Exhibit 2 - Description of Services*

SOW03A v.10/2023

Reference 0450766

Docusign Envelope ID: 112827EE-B2F4-456F-A73A-CC04FE8758BE

**EXHIBIT 1**

**LIST OF AFFILIATES**

Flexi Compras Autos, LLC  
Tricolor Auto Acceptance, LLC  
Tricolor California Auto Acceptance  
TAG Holding Company  
TAG California Holding Company  
Tricolor Auto Group, LLC  
Tricolor California Auto Group

Docusign Envelope ID: 112827EE-B2F4-456F-A73A-CC04FE8758BE

**EXHIBIT 2**

**DESCRIPTION OF SERVICES**

With respect to the tax year ended December 31, 2024, we will prepare the following tax returns for the Company:

**LIST OF TAX RETURNS TO BE PREPARED BY BDO USA**

**Form Number/Form Title**

---

**Tricolor Holdings, LLC**

Form 1065 U.S. Return of Partnership Income

Form 05-158 Texas Franchise Tax Report

**Flexi Compras Autos, LLC**

Form 1120 U.S. Corporation Income Tax Return

Form CA 100 California Corp. Franchise or Income Tax Return

**Tricolor Auto Acceptance, LLC**

Form 1120 U.S. Corporation Income Tax Return

Form CA 100 California Corp. Franchise or Income Tax Return

**Tricolor California Auto Acceptance**

Form 1120 U.S. Corporation Income Tax Return

Form CA 100 California Corp. Franchise or Income Tax Return

**TAG Holding Company**

Form 1120 U.S. Corporation Income Tax Return

Form CA 100 California Corp. Franchise or Income Tax Return

**TAG California Holding Company**

Form 1120 U.S. Corporation Income Tax Return

Form CA 100 California Corp. Franchise or Income Tax Return

**Tricolor Auto Group, LLC**

Form 1120 U.S. Corporation Income Tax Return

Form CA 100 California Corp. Franchise or Income Tax Return

Nevada Commerce Tax Return

**Tricolor California Auto Group**

Form 1120 U.S. Corporation Income Tax Return

Form CA 100 California Corp. Franchise or Income Tax Return

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### Certificate Of Completion

Envelope Id: 112827EE-B2F4-456F-A73A-CC04FE8758BE  
Subject: Complete with DocuSign: SOW for Tricolor Holdings, LLC  
BDO Office Location: Dallas  
GFR Client Number: Tricolor Holdings, LLC  
Document Type: MSA/SA/SOW/Engagement Document  
Source Envelope:  
Document Pages: 9  
Certificate Pages: 4  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:  
BDO eSign Dallas  
5300 Patterson Ave SE, STE 100  
Grand Rapids, MI 49512  
bdoesigndallas@bdo.com  
IP Address: 38.140.118.218

### Record Tracking

Status: Original  
3/26/2025 12:03:42 PM

Holder: BDO eSign Dallas  
bdoesigndallas@bdo.com

Location: DocuSign

### Signer Events

Jerry Kollar  
jkollar@tricolor.com  
CFO  
Tricolor Auto Group, LLC  
Security Level: Email, Account Authentication  
(None)

### Signature

Signed by:  
  
F0574588F187411...

Signature Adoption: Pre-selected Style  
Using IP Address: 4.14.18.4

### Timestamp

Sent: 3/26/2025 12:03:43 PM  
Viewed: 3/26/2025 12:26:51 PM  
Signed: 3/26/2025 12:27:05 PM

Electronic Record and Signature Disclosure:  
Accepted: 3/26/2025 12:26:51 PM  
ID: d560a943-c034-4335-8cca-6b6af3fa6024

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Charlotte Malone  
cmalone@bdo.com  
Administrative Assistant  
BDO USA

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

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Sent: 3/26/2025 12:03:42 PM  
Viewed: 3/26/2025 12:03:42 PM  
Signed: 3/26/2025 12:03:42 PM

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent

Hashed/Encrypted

3/26/2025 12:03:43 PM

**Envelope Summary Events**

Certified Delivered  
Signing Complete  
Completed

**Status**

Security Checked  
Security Checked  
Security Checked

**Timestamps**

3/26/2025 12:26:51 PM  
3/26/2025 12:27:05 PM  
3/26/2025 12:27:05 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

Electronic Record and Signature Disclosure created on: 2/19/2024 10:36:18 AM

Parties agreed to: Jerry Kollar

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Tel: 214-969-7007  
Fax: 214-953-0722  
www.bdo.com

600 North Pearl, Suite 1700  
Dallas, TX 75201

January 30, 2025

Mr. Jerry Kollar  
Tricolor Holdings, LLC  
6021 Connection Drive, 4<sup>th</sup> Floor  
Irving, TX 75039

**Re: Statement of Work - Related to the Agreement and Terms and Conditions Dated January 6, 2023 as Entered Into With Tricolor Holdings, LLC.**

This Statement of Work ("SOW") is provided to Tricolor Holdings, LLC ("Client" or "Company" or "you") for tax services.

Client acknowledges that Client previously executed a letter dated January 6, 2023 and accompanying Terms and Conditions (collectively, the "Master Terms") which are incorporated by reference into this SOW. The Master Terms along with this SOW constitute the agreement ("Agreement") between BDO USA (f/k/a BDO USA, LLP) ("BDO" or "we") and Client.

To the extent there is any conflict or inconsistency between the Master Terms and any SOW, unless otherwise agreed to in writing, the Master Terms shall prevail.

The SOW is effective on January 30, 2025. Any term or condition incorporated into this SOW that is an addition to the terms and conditions contained in the Master Terms applies only to the Services (described below) provided under this SOW.

#### **Russia Sanctions**

By executing this Agreement, you represent that Client is not owned or controlled, directly or indirectly, by one or more Russian citizen(s), Russian national(s), persons physically located in Russia or entity(s) organized under the laws of Russia. You agree that if at any time while BDO is providing services to Client the foregoing representation is no longer true, you will immediately notify BDO.

#### **Services Related to Accounting for Income Taxes Under ASC 740**

BDO will perform the annual ASC 740 income tax provision calculation and prepare the required financial statement disclosures for the tax year ended December 31, 2024 ("Services"). Our Services will be based on the Company providing source data required for the calculation of the federal and state annual tax provisions. We will utilize a BDO-prepared workbook to prepare the annual ASC 740 income tax provision calculation.

#### **Services Related to Accounting for Uncertain Tax Positions Under ASC 740**

We will perform the annual ASC 740, *Accounting for Uncertain Tax Positions*, analysis, as well as all required financial statement disclosures for the tax year ended December 31, 2024 ("Services"). Our Services will be based on the Company providing source data required for the calculation of the federal and state annual tax provisions.

Any service not specifically described as Services in this SOW is outside the scope of this Agreement.

BDO USA refers to BDO USA, P.C., a Virginia professional corporation, also doing business in certain jurisdictions with an alternative identifying abbreviation, such as Corp. or P.S.C.

BDO USA, P.C., is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

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Tricolor Holdings, LLC  
January 30, 2025  
Page 2

### **Independence**

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with Client with respect to the Services described in this SOW. Prior to performing such Services, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf of the Company. However, we will provide advice and recommendations to assist management of the Company in performing its functions and fulfilling its responsibilities.

The Company agrees to perform the following functions in connection with our performance of our Services work:

1. Make all management decisions and perform all management functions with respect to the Services performed by us.
2. Assign an individual as the Company's representative with the suitable skills, knowledge and/or experience to oversee the Services performed, and evaluate the adequacy and results of the Services, (the individual is not required to possess the expertise to perform or re-perform such Service).
3. Accept responsibility for the results of the Services performed.

We, in our professional judgment, reserve the right to refuse to perform any procedures or take any action that could be construed as making management decisions or performing management functions. The Company must make all decisions with regard to our recommendations. By signing this Agreement, Client acknowledges your acceptance of these responsibilities.

If our Services include representation of the Company before tax authorities, we may provide such authorized representation without impairing our independence, provided all decisions are made by the Company. We will commit the Company to a specific resolution only after we receive your explicit authorization to do so. We may provide representation before a taxing authority, provided such representation does not include a public forum such as a tax, district or federal court of claims, or equivalent state, local or foreign forum.

### **Fee Arrangement**

BDO's fee for Services will be \$ 25,000.

### **Billing Arrangement**

BDO's fees and expenses for the services described above will be billed as follows:

First progress billing	April 15, 2025	\$15,000
Final billing	Upon finalizing of financial Statements	\$10,000

In addition to the above fees, we also will bill you for our reasonable out-of-pocket expenses at a rate of 7.5% of the fee amount which includes internal charges for certain support activities associated with general office services and technology/software usage.

If you have any questions pertaining to this SOW, please contact James McNamara.

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Tricolor Holdings, LLC  
January 30, 2025  
Page 3

\*\*\*\*\*

BDO values your business and looks forward to many years of providing quality professional services to your Company.

Very truly yours,

**BDO USA**

By:   
Name: James McNamara  
Title: Principal

By signing below, the authorized signatory represents that he/she has power and authority and has obtained all approvals, authorizations and consents necessary to enter into this Agreement on behalf of the Client set forth below for whom the authorized signatory is executing this Agreement. The authorized signatory represents that this Agreement constitutes the legal, valid and binding obligation of the Client set forth below for whom the authorized signatory is executing this Agreement and is enforceable against the Client in accordance with its terms. Client set forth below acknowledges and agrees that the authorized signatory is duly authorized to bind the applicable entities party hereto.

Accepted and Agreed to by:

**TRICOLOR HOLDINGS, LLC**

Signed by:  
By:   
Name: Jerry Kollar  
Title: Authorized Signatory

SOW22 v.10/2024



### Certificate Of Completion

Envelope Id: 112827EE-B2F4-456F-A73A-CC04FE8758BE  
Subject: Complete with DocuSign: SOW for Tricolor Holdings, LLC  
BDO Office Location: Dallas  
GFR Client Number: Tricolor Holdings, LLC  
Document Type: MSA/SA/SOW/Engagement Document  
Source Envelope:  
Document Pages: 9  
Certificate Pages: 4  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:  
BDO eSign Dallas  
5300 Patterson Ave SE, STE 100  
Grand Rapids, MI 49512  
bdoesigndallas@bdo.com  
IP Address: 38.140.118.218

### Record Tracking

Status: Original  
3/26/2025 12:03:42 PM

Holder: BDO eSign Dallas  
bdoesigndallas@bdo.com

Location: DocuSign

### Signer Events

Jerry Kollar  
jkollar@tricolor.com  
CFO  
Tricolor Auto Group, LLC  
Security Level: Email, Account Authentication  
(None)

### Signature

Signed by:  
  
F0574E88F167411...

Signature Adoption: Pre-selected Style  
Using IP Address: 4.14.18.4

### Timestamp

Sent: 3/26/2025 12:03:43 PM  
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Signed: 3/26/2025 12:27:05 PM

Electronic Record and Signature Disclosure:  
Accepted: 3/26/2025 12:26:51 PM  
ID: d560a943-c034-4335-8cca-6b6af3fa6024

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Charlotte Malone  
cmalone@bdo.com  
Administrative Assistant  
BDO USA

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

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Sent: 3/26/2025 12:03:42 PM  
Viewed: 3/26/2025 12:03:42 PM  
Signed: 3/26/2025 12:03:42 PM

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent

Hashed/Encrypted

3/26/2025 12:03:43 PM



**Envelope Summary Events**

Certified Delivered  
Signing Complete  
Completed

**Status**

Security Checked  
Security Checked  
Security Checked

**Timestamps**

3/26/2025 12:26:51 PM  
3/26/2025 12:27:05 PM  
3/26/2025 12:27:05 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

Electronic Record and Signature Disclosure created on: 2/19/2024 10:36:18 AM  
Parties agreed to: Jerry Kollar

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