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-AND-

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Counsel to AFCO Credit Corporation

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
(DALLAS)**

In re:

TRICOLOR HOLDINGS, LLC, et al.,

Debtors.¹

Chapter 7

Case No. 25-33487 (MVL)

(Jointly Administered)

**AFFIDAVIT OF MARC MILANO IN SUPPORT OF
MOTION BY AFCO CREDIT CORPORATION FOR RELIEF FROM THE
AUTOMATIC STAY WITH RESPECT TO UNEARNED INSURANCE PREMIUMS**

I, MARC MILANO, solemnly swear and affirm as follows:

1. I am over eighteen (18) years of age, under no mental or legal disability, and am competent to testify to the matters stated herein, having personal knowledge of those matters.

¹ The Debtors and their bankruptcy case numbers are: Tricolor Holdings, LLC (25-33487), TAG Intermediate Holding Company, LLC (25-33495), Tricolor Auto Group, LLC (25-33496), Tricolor Auto Acceptance, LLC (25-33497), Tricolor Insurance Agency, LLC (25-33512), Tricolor Home Loans LLC (25-33511), Tricolor Real Estate Services (25-33514), TAG California Holding Company, LLC (25-33493), Flexi Compras Autos, LLC (25-33490), TAG California Intermediate Holding Company, LLC (25-33494), Tricolor California Auto Group, LLC (25-33502), Tricolor California Auto Acceptance, LLC (25-33501), Risk Analytics LLC (25-33491), Tricolor Tax, LLC (25-33515), Tricolor Financial, LLC (25-33510), Tricolor Auto Receivables LLC (25-33498), TAG Asset Funding, LLC (25-33492), Apoyo Financial, LLC (25-33489).



2. I am an authorized representative of AFCO Credit Corporation (“AFCO”). I am Senior Vice President, Head of Risk, Execution and Enablement and have acted in such capacity and in other roles with AFCO and its lending affiliates.

3. In the course of my employment, I am personally involved with loans provided by and acquired by AFCO and its lending affiliates. I have personal knowledge of, and am familiar with, the internal processes and procedures of AFCO and its insurance premium finance lending affiliates, with respect to lending, servicing loans, and loan collections.

4. I am one of the custodians of the books, records and files of AFCO that pertain to loans and extensions of credit given to the Debtor (as defined herein) concerning the matters set forth herein. I have personally worked on books, records and files, and as to the following facts, I know them to be true of my own knowledge or I have gained knowledge of them from the business records of AFCO, which were made at or about the time of the events recorded, and which are maintained in the ordinary course of AFCO’s business at or near the time of the acts, conditions or events to which they relate. Any such document was prepared in the ordinary course of business of AFCO by a person who had personal knowledge of the event being recorded and had or has a business duty to record accurately such event. The business records are available for inspection and copies can be submitted to the court if required.

5. I make this affidavit in support of the Motion of AFCO Credit Corporation for Relief from the Automatic Stay with Respect to Unearned Insurance Premiums [Doc. No. 140] (the “Motion”).²

² Unless otherwise defined herein, capitalized terms herein have the meanings ascribed to them in the Motion.

6. On September 10, 2025 (the “Petition Date”), TriColor Holdings, LLC (the “Debtor”) along with various affiliates filed voluntary petitions for relief under Chapter 7 of the Bankruptcy Code.

7. Anne Elizabeth Burnes was appointed Chapter 7 Trustee (the “Trustee”).

8. AFCO is a secured creditor of the Debtor pursuant to the terms of a Commercial Premium Finance Agreement — Promissory Note, dated June 3, 2025 (the “Agreement”) entered into by the Debtor and AFCO and more particularly described in the following paragraphs.

THE AGREEMENT

9. On or about June 3, 2025, the Debtor entered into and executed the Agreement with AFCO. Under the terms of the Agreement, AFCO advanced \$1,306,659.45 to enable the Debtor to purchase insurance coverage for its business operations (the “Initial Insurance Coverage”). In consideration for AFCO’s advance of funds, the Debtor promised to repay the funds, plus interest, in 11 monthly installments of \$122,374.42. All installment payments under the Agreement are due on the sixteenth day of each month, commencing with the installment payment due on July 16, 2025. A true and correct copy of the Agreement is attached hereto and the Motion as **Exhibit 1** and incorporated herein by reference.

10. AFCO accepted the Agreement on or about June 11, 2025. True and correct copies of the June 11, 2025 Notice of Acceptance and Advices of Financed Premium are attached hereto and to the Motion as **Exhibit 2** and incorporated herein by reference.

11. The Debtor financed “add on” coverage with AFCO in the amount of \$2,011.79 under the Agreement, to enable the Debtor to purchase additional insurance for its business operations (the “Add-On Insurance Coverage” and with the Initial Insurance Coverage, collectively the “Insurance Coverage”). AFCO accepted the Add-On Insurance Coverage under

the Agreement on or about June 17, 2025. True and correct copies of the June 17, 2025 Notice of Acceptance and Advice of Financed Premium are attached hereto and the Motion as **Exhibit 3** and incorporated herein by reference. The loan related to the Add-On Insurance Coverage increased the monthly installment payments to \$122,562.83 under the Agreement.

12. The Debtor is in default under the terms of the Agreement because the September installment payment is and remains past due. As of the date of this Affidavit, the October installment under the Agreement is also delinquent.

AFCO'S SECURITY, COLLATERAL VALUES AND CLAIMS

13. Repayment of AFCO's loans under the Agreement is secured by a security interest in, and assignment of, all unearned premiums under the Insurance Coverage (the "Collateral"), coupled with a limited power of attorney to cancel the Insurance Coverage upon a default. *See* Agreement at 1-2, ¶¶ 2 & 4.

14. As of September 16, 2025, the value of AFCO's Collateral under the Agreement, which represented the aggregate unearned premium for the Insurance Coverage on a pro rata basis, was \$1,084,409.82. I calculated this amount as follows:

- a. The total amount of refundable premiums (including the pure premium and refundable taxes) on the June 16, 2025 effective date of the policies equaled \$1,449,745.75;
- b. September 16, 2025 is 92 days after the effective date of the policies, and premium was earned during that period;
- c. On September 16, 2025, 273 days of unearned premium remained under the policies for the balance of the 12-month policy term;
- d. 273 divided by 365 equals .748;

e. \$1,449,745.75 multiplied by .748 equals \$1,084,409.82.

15. As of September 29, 2025, the amount owed to AFCO including principal, interest and fees is no less than \$1,109,193.61 (exclusive of additional interest and attorneys' fees and costs). A true and correct copy of the Account Transaction History for the Agreement is attached hereto and the Motion as **Exhibit 4** and incorporated herein by reference.

16. The value of AFCO's Collateral under the Agreement declines at the approximate rate of \$3,972.00 per day because each day a portion of the Insurance Coverage is earned by the insurance carriers providing coverage. I calculated the daily decline by dividing \$1,449,745.75 (the total amount of refundable premiums including the pure premium and refundable taxes on the June 16, 2025 the effective date of the policies) by 365.

[Signature on Following Page]

PURSUANT TO 28 U.S.C. § 1746, I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Dated this 21st day of October, 2025

A handwritten signature in black ink, appearing to read "Mr. R. Milano", written in a cursive style.

Marc R. Milano

CERTIFICATE OF SERVICE

I certify that on October 21, 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas.

/s/ Todd A. Atkinson

Todd A. Atkinson (TX Bar 24121426)

EXHIBIT 1



PREMIUM FINANCE AGREEMENT-PROMISSORY NOTE
150 North Field Drive, Suite 190, Lake Forest, Illinois 60045
Phone 877-226-5456 www.afcodirect.com

Quote Number



Agent/Broker/Producer Arthur J. Gallagher Risk Management Services, Inc. - Dallas 12750 Merit Dr. Suite 1000 Dallas, Texas 75251 Telephone Number: _____ Agency Code: _____		Insured TriColor Holdings, LLC 6021 Connection Drive, 4th Floor Irving, Texas 75039 Telephone Number: _____
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Creditor: AFCO Credit Corporation		Federal Truth In Lending Disclosures			
(A) Total Premiums	(B) Down Payment	(C) Amount Financed (The amount of credit provided to you or on your behalf)	*(D) FINANCE CHARGE (The dollar amount the credit will cost you)	(E) Total of Payments (The amount you will have paid after you have made all payments as scheduled)	(F) ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)
\$1,550,891.29	\$244,231.84	\$1,306,659.45	\$39,459.17	\$1,346,118.62	5.99%

Your PAYMENT SCHEDULE will be:		*Includes a non-refundable service charge of \$0 or the amount permitted by law	If the borrower under this Agreement is a consumer, you will receive an Itemization of the Amount Financed.
No. of Payments	Amount of Payments	When Payments are Due	
11	\$122,374.42	On the 16 day of the month, beginning 7/16/2025	

Security: You are giving a security interest in any and all unearned or return premium(s) and dividends which may become due under the policy(ies) being purchased.
Late Charge: You will be charged 5% of the payment on any payment received more than 10 days after the due date.
Prepayment: If you voluntarily prepay in full prior to the last installment due date you will not be charged a prepayment fee and you may be entitled to a refund of part of the finance charge.
See Above and on the last page of this document for any additional information about non-payment default, any repayment in full before the scheduled date, and prepayment refunds and penalties.

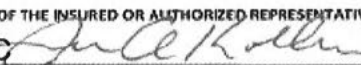
SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
100050942-01	6/16/2025	Amherst Specialty Insurance Company 14001 Dallas Parkway, Suite 700, Dallas, Texas 75240	Dealer Open Lot	12	\$1,375,431.00 Fees: \$ 103,157.33 Taxes: \$ 72,302.97

In consideration of the payment(s) to be made by AFCO CREDIT CORPORATION ("AFCO") to the above insurance company(ies) ("insurer(s)"), either directly or through your or their agents, representatives, or producer, the above-named insured ("Insured") (jointly and severally if more than one):

- PROMISE OF PAYMENT:** Promises to pay to the order of AFCO at the above address or any address AFCO may designate, the Total of Payments in accordance with the Payment Schedule set forth in the above Truth-in-Lending Disclosures as well as any other sums due pursuant to this Agreement. No additional authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. AFCO may, at its option, pay loan proceeds to any agent, broker, general agent, managing general agent or insurer set forth herein. Payments to AFCO are deemed made only upon receipt in good funds. Checks are accepted, subject to collection
 - SECURITY INTEREST AND POWER OF ATTORNEY:** Irrevocably appoints AFCO as Attorney-In-Fact with full authority to affect cancellation of the policies covered hereby or any substitution, rewrite or renewal thereof in accordance with the provisions herein, to receive all sums assigned to AFCO or in which it has granted AFCO a security interest. AFCO may execute and deliver on behalf of the Insured all documents, forms and notices relating to the policies covered hereby in furtherance of this Agreement. The Power of Attorney is coupled with an interest and the powers given herein may be exercised by the Attorney-In-Fact, or its successors and assigns.
 - RECEIPT OF AGREEMENT AND PRIVACY NOTICE:** Acknowledges that it has received a copy of all pages of this Agreement and if the borrower is a consumer, the Insured acknowledges that he has received a copy of AFCO's Privacy Statement.
- NOTICE: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT. 3. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE SERVICE CHARGE.**

INSURED AGREES TO THE TERMS SET FORTH ABOVE AND ON ALL PAGES OF THIS AGREEMENT

INSURED'S NAME	SIGNATURE OF THE INSURED OR AUTHORIZED REPRESENTATIVE	TITLE	DATE
Tricolor Holdings, LLC		CFO	6/3/2025

AGENT/BROKER/PRODUCER WARRANTIES AND REPRESENTATIONS

The undersigned warrants and agrees: 1. The policies listed in the Schedule of Policies are in full force and effect, and the information and the premiums are correct. 2. The Insured has received a copy of this Agreement, has authorized this transaction and recognizes the security interest assigned herein. 3. To hold in trust for AFCO any payments made or credited to the Insured through or to the undersigned, directly or indirectly, actually or constructively by the insurance companies, their representatives or AFCO and to pay the monies as well as any unearned commissions to AFCO upon demand to satisfy the outstanding indebtedness of the Insured. 4. Any lien the undersigned has or may acquire in the return premiums arising out of the listed insurance policies is subordinate to AFCO's lien or security interest therein. 5. The policies comply with AFCO's eligibility requirements. 6. No audit or reporting form policies, policies subject to retrospective rating or minimum earned premium are included. 7. The deposit or provision premiums are not less than anticipated premiums to be earned for the full term of the policies. 8. The policies can be cancelled by the Insured and the unearned premiums will be computed on the standard short-rate or pro-rata table. 9. A proceeding in bankruptcy, receivership, or insolvency has not been instituted by or against the named insured borrower. 10. That it has received the down payment and any other sums due as required by the Agreement and is holding same or they are attached to this Agreement. 11. No additional authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. 12. AFCO will rely upon these representations in determining whether to accept this Agreement.

THE UNDERSIGNED FURTHER WARRANTS THAT IT HAS RECEIVED THE DOWN PAYMENT AND ANY OTHER SUMS DUE AS REQUIRED BY THE AGREEMENT AND IS HOLDING SAME OR THEY ARE ATTACHED TO THIS AGREEMENT

AGENT OR BROKER	SIGNATURE OF AGENT OR BROKER	TITLE	DATE

- (4) **ASSIGNMENT OF SECURITY INTEREST AND POWER OF ATTORNEY:** The Insured assigns and hereby gives a security interest to AFCO as collateral for the total amount payable in this Agreement and any other past, present or future extension of credit: (a) any and all unearned premiums or dividends which may become payable for any reason under all insurance policies financed by AFCO, (b) loss payments which reduce the unearned premiums, subject to any mortgagee or loss payee interests and (c) any interest in any state guarantee fund relating to any financed policy. If any circumstances exist in which all premiums related to any policy could become fully earned in the event of any loss, AFCO shall be named a loss-payee with respect to such policy. AFCO at its option may enforce payment of this debt without recourse to the security given to AFCO. The Insured irrevocably appoints AFCO as its attorney in fact with full authority to (i) cancel all insurance financed by AFCO for the reason set forth in paragraph 13, whether pursuant to this or any other agreement, (ii) receive all sums hereby assigned to AFCO and (iii) execute and deliver on the Insured's behalf all documents, instruments of payment, forms and notices of any kind relating to the insurance in furtherance of this Agreement.
- (5) **WARRANTY OF ACCURACY:** The Insured (i) warrants that all listed insurance policies have been issued to it and are in full force and effect and that it has not and will not assign any interest in the policies except for the interest of mortgagees and loss payees; (ii) authorizes AFCO to insert or correct on this Agreement, if omitted or incorrect, the insurer's name, the policy numbers, and the due date of the first installment and to correct any obvious errors; and (iii) authorizes AFCO to correct or remedy any error or omission in the completion of this Agreement. In the event of any such change, correction or insertion, or of any change in Blocks (A) thru (F), or in the Federal Truth-In-Lending Disclosures or in the Itemization of the Amount Financed Disclosures the Insured will be notified at the address shown hereon.
- (6) **REPRESENTATION OF SOLVENCY:** The Insured represents that it is not insolvent or the subject of any insolvency proceeding.
- (7) **ADDITIONAL PREMIUMS:** The money paid by AFCO is only for the premium as determined at the time the insurance policy is issued. AFCO's payment shall not be applied by the insurance company to pay for any additional premiums owed by the Insured resulting from any type of misclassification of the risk. The Insured shall pay to the insurer any additional premiums or any other sums that become due for any reason. The Insured agrees that, in the event the total premiums are greater than that shown hereon, or if the Insured requests additional premiums be added or additional premiums financed, this Agreement may be amended to reflect the actual premiums and the Insured will either (i) pay the difference in premium due or (ii) pay any required additional down payment and any additional finance charge permitted by law. In such event AFCO will forward the Insured a revision notice showing all information required by law. If AFCO assigns the same account number to any additional extension or extensions of credit, (i) this Agreement and any agreement or agreements identified by such account number shall be deemed to comprise a single and indivisible loan transaction, (ii) any default with respect to any component of such transaction shall be deemed a default with respect to all components of such transaction and (iii) any unearned premiums relating to any component of such transaction may be collected and applied by AFCO to the totality of such transaction.
- (8) **SPECIAL INSURANCE POLICIES:** If the insurance policy is auditable or is a reporting form policy or is subject to retrospective rating, then the Insured promises to pay to the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by AFCO which the insurance company retains.
- (9) **FIRST NAMED INSURED:** If the insurance policy provides that the first named insured in the policy shall be responsible for payment of premiums and shall act on behalf of all other insureds regarding the policy, then the same shall apply to this Agreement and the Insured represents that it is authorized to sign on behalf of all insureds. If not, then all insureds' names must be shown on this Agreement unless a separate agreement appoints an insured to act for the others.
- (10) **FINANCE CHARGE:** The finance charge shown in Block D begins to accrue as of the earliest policy effective date, unless otherwise indicated in the Schedule of Policies, and shall continue to accrue until the balance due AFCO is paid in full or until such other date as required by law, notwithstanding any cancellation of coverage. If AFCO issues a Notice of Cancellation, AFCO may recalculate the total finance charge payable pursuant to this Agreement, and the Insured agrees to pay interest, on the Amount Financed set forth herein, from the first effective date of coverage, at the highest lawful rate of interest.
- (11) **AGREEMENT BECOMES A CONTRACT:** This Agreement becomes a binding contract when AFCO mails the Insured its written acceptance and is not a contract until such time. The Insured agrees that (i) this Agreement may be transmitted by facsimile, E-mail or other electronic means to AFCO, (ii) any such transmitted Agreement shall be deemed a fully enforceable duplicate original document and (iii) such Agreement, when accepted by AFCO, shall constitute a valid and enforceable contract.
- (12) **DEFAULT AND DISHONORED CHECK CHARGES:** If the Insured is late in making a loan payment to AFCO by more than the number of days specified by law the Insured will pay to AFCO a delinquency charge equal to the maximum charge permitted by law. If a check is dishonored, AFCO may re-present the check electronically and collect a service fee not to exceed the lesser of \$25 or the amount permitted by law.
- (13) **CANCELLATION:** AFCO may cancel all insurance policies financed by AFCO after giving statutory notice and the full balance due to AFCO shall be immediately payable if the Insured does not pay any installment according to the terms of this or any other Agreement with AFCO. Payment of unearned premiums shall not be deemed to be payment of installments to AFCO, in full or in part.
- (14) **CANCELLATION CHARGES:** If AFCO cancels any insurance policy in accordance with the terms of this Agreement the Insured will pay AFCO a cancellation charge, if permitted, up to the limit specified by law.
- (15) **MONEY RECEIVED AFTER NOTICE OF CANCELLATION:** Any payments made to AFCO after mailing of AFCO's Notice of Cancellation may be credited to the Insured's account without affecting the acceleration of this Agreement and without any liability or obligation to request reinstatement of a canceled policy. In the event that AFCO requests, on the Insured's behalf, reinstatement of the policy, such request does not guarantee that coverage will be reinstated. Any money AFCO receives from an insurance company shall be credited to the amount due AFCO with any surplus paid over to whomever it is entitled. No refund of less than \$1.00 shall be made. In case of a deficiency, the Insured shall remain liable and pay the same with interest as set forth above.
- (16) **ATTORNEY FEES - COLLECTION EXPENSE:** If, for collection, this Agreement is referred to an attorney and/or other party who is not a salaried employee of AFCO, the Insured agrees to pay any reasonable attorney fees and costs as well as other reasonable collection expenses, as permitted by law or granted by the court.
- (17) **PREPAYMENT AND REFUND CREDITS:** The Insured may voluntarily prepay the full amount due and under certain conditions be entitled to receive a partial refund of the FINANCE CHARGE computed in accordance with the method prescribed by law, after deducting any fully earned charge permitted by law. AFCO may retain an additional non-refundable service charge as indicated on Page 1 of this Agreement. Any minimum or fully earned fees will be deducted as permitted by law. The Insured agrees that any refunds may be applied against any debts owed AFCO.
- (18) **INSURANCE AGENT OR BROKER:** The insurance agent or broker named in this Agreement is the Insured's agent, not AFCO's and AFCO is not legally bound by anything the agent or broker represents to the Insured orally or in writing. AFCO has not participated in the choice, placement, acquisition or underwriting of any financed insurance. Any disclosures made by the agent are made in its capacity as the Insured's agent and AFCO makes no representations with respect to the accuracy of any such disclosures.
- (19) **NOT A CONDITION OF OBTAINING INSURANCE:** This Agreement is not required as a condition of obtaining insurance coverage.
- (20) **SUCCESSORS AND ASSIGNS:** All legal rights given to AFCO shall benefit AFCO's successors and assigns. The Insured will not assign this Agreement and/or the policies without AFCO's written consent except for the interest of mortgagees and loss payees.
- (21) **LIMITATION OF LIABILITY - CLAIMS AGAINST AFCO:** The Insured hereby irrevocably waives and releases AFCO from any claims, lawsuits and causes of action which may be related to any prior loans and/or to any act or failure to act prior to the time that this Agreement becomes a binding contract, pursuant to paragraph 11. AFCO's liability for breach of any of the terms of this Agreement or the wrongful exercise of any of its powers shall be limited to the amount of the principal balance outstanding, except in the event of gross negligence or willful misconduct. Any claims against AFCO shall be litigated exclusively in the Supreme Court of the State of New York, County of New York.
- (22) **DISCLOSURE:** The insurance company or companies and their agents, any intermediaries and the insurance agent or broker named in this Agreement and their successors are authorized and directed to provide AFCO with full and complete information regarding all financed insurance policy or policies, including, without limitation, the status and calculation of unearned premiums.
- (23) **ENTIRE DOCUMENT - GOVERNING LAW - ENFORCEMENT VENUE:** This document is the entire agreement between AFCO and the Insured and can only be changed in a writing signed by both parties except as stated in paragraph (5). The laws of the state indicated in the Insured's address as set forth herein will govern this Agreement. AFCO may, at its option, prosecute any action to enforce its rights hereunder in the Supreme Court of the State of New York, County of New York, and the Insured (i) waives any objection to such venue and (ii) will honor any order issued by or judgment entered in such Court.
- (24) **WAIVER OF SOVEREIGN IMMUNITY:** The Insured hereby certifies that it is empowered to enter into this Agreement without any restrictions and that the individual signing it has been fully empowered to do so. To the extent that the Insured either possesses or claims sovereign immunity for any reason, such sovereign immunity is expressly waived and the Insured agrees to be subject to the jurisdiction of the laws and courts set forth in the preceding paragraphs.
- (25) For commercial agreements pursuant to Texas Insurance Code § 651.110, the Insured's agent has disclosed in writing that the agent will receive a payment from AFCO for establishing and administering a premium payment plan for the Insured's insurance.



14001 Dallas Parkway Suite 700
Dallas, TX 75240
Ph: 214-369-4900
Fax: 469-310-9110

Endorsement Binding Confirmation

Issue Date	Policy #
June 14, 2025	AH99-RPD-240000154-01
Insured	Home State
TriColor Holdings, LLC	Texas
Insurer(s)	Policy Term
Amherst Specialty Insurance Company	6/16/2025 to 6/16/2026
Coverage(s)	Program
Vehicle Inventory Program	ASIC
Surplus Lines Agent	Originating Agency
14001 Dallas Parkway, Suite 700 Dallas, Texas, 75240	Arthur J. Gallagher Risk Management Services, Inc. - Dallas 12750 Merit Dr. Suite 1000 Dallas Texas, 75251
Surplus Lines License Number	Countersignature
	 Edward Sustala

Premiums and Fees		
Premium		\$1,918.00
Brokerage Fee		\$0.00

Taxes		
Stamping Fee		\$0.77
Surplus Lines		\$93.02

Total		
Total		\$2,011.79

Surplus Lines Tax and Filing Fee	
Risk Theory Insurance Services, LLC is responsible for surplus lines tax and filings.	

6/17/25 DP=0
cg 1st due 7/16
done Funding 7/25

EXHIBIT 2

NOTICE OF ACCEPTANCE

Arthur J Gallagher Risk Management Services, LLC
12750 Merit Dr. Suite 1000
Dallas TX 75251

LOAN SUMMARY	
Notice Date:	06/11/2025
Loan Number:	██████████
Total Premiums:	\$1,550,891.29
Down Payment:	\$244,231.84
Amount Financed:	\$1,306,659.45
Finance Charge:	\$39,459.17
Amount Due on Each Date:	\$122,374.42
Annual % Rate:	5.99%
Number of Payments:	11
First Due Date:	07/16/2025

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

This notice will acknowledge our acceptance of your Premium Finance Agreement (the "Agreement") which was originated through the above-referenced Agent or Broker. The Insurance Company(ies) providing your insurance coverage will be notified that you have entered into this Agreement. We will issue payment on your behalf as directed by your Agent or Broker.

We are pleased to receive and process the Agreement which was recently negotiated through your Agent or Broker referenced above. The Notice of Acceptance is our official acknowledgment and acceptance of your Agreement. Please carefully review the Loan Summary above. If any of the information does not agree with your records, please notify us immediately. If this is your first transaction with us, the following information may be helpful:

LOAN NUMBER. Your loan number is indicated above. Please refer to it if you contact us about your loan.

PAYMENTS. You will receive a billing statement approximately 12-15 days before each payment is due. If your first payment is due soon, your first billing statement will arrive in the next few days. It is important that your payments be received on or before the scheduled due date to ensure uninterrupted coverage. Pay By Web and Pay By Phone information is included with each billing statement.

INQUIRIES. You can log on to our website - www.afcodirect.com - to access your loan and/or make a payment. If you have questions or need help you can email us - info@afcodirect.com - or call our toll-free number listed below. Our Customer Service Department is ready and eager to assist you with any questions about your loan or other premium finance needs.

THANK YOU for funding your insurance premiums through AFCO Direct, a division of AFCO Credit/Acceptance Corporation.

AFCODIRECT

A Division of AFCO Credit/Acceptance Corporation
Two Conway Park, 150 North Field Drive, Suite 190
Lake Forest IL 60045
Phone: 877-226-5456 Fax: 877-226-5297

www.afcodirect.com

*****RECEIVE YOUR BILL BY EMAIL - info@afcodirect.com*****

ADVICE OF FINANCED PREMIUM

Tricolor Holdings, LLC (BK-7)
6021 Connection Drive, 4th Floor
Irving TX 75039

Amherst Specialty Insurance Company
15301 North Dallas Parkway, Suite 500
Addison TX 75001

FINANCED POLICY	
Loan Number:	██████████
Policy Number:	100050942-01
Effective Date:	06/16/2025
Term in Months:	12
Type of Coverage:	DEALERS OPEN LOT
Insurance Co:	Amherst Specialty Insurance Company
MGA:	Risk Point LLC
Gross Premium:	\$1,375,431.00
Notice Date:	06/11/2025
PLEASE MARK YOUR RECORDS TO INDICATE AFCO'S INTEREST IN THE ABOVE-REFERENCED FINANCED POLICY	

Arthur J Gallagher Risk Management Services, LLC
12750 Merit Dr. Suite 1000
Dallas TX 75251

AFCO Direct, a division of AFCO Credit/Acceptance Corporation (hereinafter "AFCO"), hereby notifies you of the premium finance agreement (the "Agreement") the subject of which is the above-referenced financed policy (the "Financed Policy"). The Agreement has been signed by the above referenced insured (the "Insured") or on behalf of the Insured by a legally authorized party. AFCO has accepted the Agreement, and will advance funds to pay all or part of the premiums on the Financed Policy. Please take notice concerning:

1. **POWER OF ATTORNEY.** The Agreement contains a power of attorney or other authority which, in the event of default on the Agreement, grants to AFCO the Insured's right to cancel the Financed Policy. This power of attorney also grants to AFCO the authority to execute and deliver on behalf of the Insured any documents, forms, or notices relating to the Financed Policy.
2. **AFCO'S RIGHTS TO RETURN OF GROSS UNEARNED PREMIUMS AND CERTAIN LOSS PAYMENTS.** The Agreement assigns to AFCO and gives AFCO the right to directly receive all return of gross unearned premiums and dividends resulting from cancellation, endorsement or modification of the Financed Policy by any party, and also assigns to AFCO any loss payments which reduce return premiums (subject to mortgagee or loss payee interests in these loss payments).
3. **ASSIGNMENTS.** The Agreement provides that AFCO may sell or assign its interest in the Agreement and the Financed Policy. The Agreement requires the written permission of AFCO for the Insured to assign the Financed Policy.

In accordance with this notice and/or the appropriate premium finance statute, please notify AFCO at once if:

- a. **POLICY TERMS DIFFER.** Notify AFCO if the Financed Policy is not in force, or the terms or provisions of the Financed Policy differ from those indicated above, or
- b. **NON-STANDARD PREMIUM REFUND PROVISIONS EXIST.** Notify AFCO if the Financed Policy provides that return premiums are calculated by a method other than the standard pro rata or short rate tables over the policy term indicated above, or if earning of the premium could be affected by claims, or
- c. **THIRD-PARTY NOTIFICATION IS REQUIRED FOR CANCELLATION.** Notify AFCO if the Financed Policy contains provisions which would prohibit the Insured or AFCO from effecting cancellation without waiting periods for notifications to third parties.

Should cancellation be necessary, AFCO will stipulate the cancellation effective date, as provided by the appropriate premium finance statute and AFCO's prior notices to the Insured. **All parties receiving copies of the Notice should contact AFCO regarding any discrepancies in the information presented herein within 10 days of the date of this notice. In the absence of such advice and any other contingencies, AFCO will issue the Financed Policy premium to the Agent or Broker indicated above.**



A Division of AFCO Credit/Acceptance Corporation
Two Conway Park 150 North Field Drive, Suite 190
Lake Forest IL 60045
Phone: 877-226-5456 Fax: 877-226-5297
notices@afcodirect.com

ADVISE OF FINANCED PREMIUM

Tricolor Holdings, LLC (BK-7)
6021 Connection Drive, 4th Floor
Irving TX 75039

Risk Point LLC
15301 Dallas Pkwy, Ste 500
Addison TX 75001

FINANCED POLICY	
Loan Number:	██████████
Policy Number:	100050942-01
Effective Date:	06/16/2025
Term in Months:	12
Type of Coverage:	DEALERS OPEN LOT
Insurance Co:	Amherst Specialty Insurance Company
MGA:	Risk Point LLC
Gross Premium:	\$1,375,431.00
Notice Date:	06/11/2025
PLEASE MARK YOUR RECORDS TO INDICATE AFCO'S INTEREST IN THE ABOVE-REFERENCED FINANCED POLICY	

Arthur J Gallagher Risk Management Services, LLC
12750 Merit Dr. Suite 1000
Dallas TX 75251

AFCO Direct, a division of AFCO Credit/Acceptance Corporation (hereinafter "AFCO"), hereby notifies you of the premium finance agreement (the "Agreement") the subject of which is the above-referenced financed policy (the "Financed Policy"). The Agreement has been signed by the above referenced insured (the "Insured") or on behalf of the Insured by a legally authorized party. AFCO has accepted the Agreement, and will advance funds to pay all or part of the premiums on the Financed Policy. Please take notice concerning:

1. **POWER OF ATTORNEY.** The Agreement contains a power of attorney or other authority which, in the event of default on the Agreement, grants to AFCO the Insured's right to cancel the Financed Policy. This power of attorney also grants to AFCO the authority to execute and deliver on behalf of the Insured any documents, forms, or notices relating to the Financed Policy.
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Lake Forest IL 60045
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notices@afcodirect.com

EXHIBIT 3

NOTICE OF ACCEPTANCE ADDITIONAL PREMIUM

Arthur J Gallagher Risk Management Services, LLC 12750 Merit Dr. Suite 1000 Dallas TX 75251 Tricolor Holdings, LLC (BK-7) 6021 Connection Drive, 4th Floor Irving TX 75039	ADDITIONAL PREMIUM SUMMARY	
	Notice Date:	6/17/2025
	Loan Number:	██████████
	Down Payment on Increase:	\$0.00
	Amount Financed:	\$2,011.79
	Finance Charge:	\$60.72
	Total of Payments:	\$2,072.51
	Number of Payments:	11
	First Due Date:	7/16/2025

In Accordance with provisions of the Premium Finance Agreement between the Insured and AFCO Direct, a division of AFCO Credit/Acceptance Corporation ("AFCO"), with a policy or endorsement effective date of 6/16/2025, AFCO has included in and consolidated with said Premium Finance Agreement additional premiums due on one or more of the Insured's insurance policy(s) currently listed on the loan as: ██████████.

TRUTH IN LENDING DISCLOSURES (for additional credit only)

YOUR PAYMENT AMOUNT WILL BE INCREASED AS FOLLOWS		AMOUNT OF PREMIUM INCREASE	\$1,918.00
NUMBER OF INCREASED PAYMENTS	11	STATE TAX/STAMP FEES	\$93.79
AMOUNT OF PAYMENT INCREASE	\$188.41	OTHER ADDITIONAL FEES	\$0.00
FIRST OF ADDITIONAL PAYMENTS DUE	7/16/2025	AMOUNT OF DOWN PAYMENT ON INCREASE	\$0.00
NEW PAYMENT AMOUNT	\$122,562.83	PRINCIPAL AMOUNT OF INCREASE (ADDITIONAL AMOUNT FINANCED)	\$2,011.79
		FINANCE CHARGE ON ADDITIONAL AMOUNT FINANCED	\$60.72
		NEW BALANCE DUE ON THE LOAN	\$1,348,191.13

LOAN NUMBER. Your loan number is indicated above. Please refer to it when calling or writing about your loan.

PAYMENTS. You will receive a billing statement approximately 12-15 days before each payment is due. If your first payment is due soon, your first billing statement will arrive in the next few days. It is important that your payments be received in our office on or before the scheduled due date to ensure uninterrupted coverage. The new balance is payable in 11 monthly installments of \$122,562.83 each, the payment dates have not changed so that the first of the remaining payments is due on 7/16/2025.

SECURITY. You are giving a security interest in unearned premiums and loss payments on the insurance policy being purchased.

INQUIRIES. Our toll-free number is listed below. Our Customer Service Department is ready and eager to assist you with any questions about your loan or other premium finance needs. ContactUs@bankdirectcapital.com.

THANK YOU for funding your insurance premiums through AFCO Direct.

AFCODIRECT 
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 Lake Forest IL 60045
 Phone: 877-226-5456 Fax: 877-226-5297

Print

ADVICE OF FINANCED PREMIUM

Tricolor Holdings, LLC (BK-7)
6021 Connection Drive, 4th Floor
Irving TX 75039

Amherst Specialty Insurance Company
15301 North Dallas Parkway, Suite 500
Addison TX 75001

FINANCED POLICY	
Loan Number:	
Policy Number:	100050942-01
Effective Date:	06/16/2025
Term in Months:	12
Type of Coverage:	DEALERS OPEN LOT
Insurance Co:	Amherst Specialty Insurance Company
MGA:	Risk Point LLC
Gross Premium:	\$1,918.00
Notice Date:	06/17/2025
PLEASE MARK YOUR RECORDS TO INDICATE AFCO'S INTEREST IN THE ABOVE-REFERENCED FINANCED POLICY	

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12750 Merit Dr. Suite 1000
Dallas TX 75251

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ADVICE OF FINANCED PREMIUM

Tricolor Holdings, LLC (BK-7)
6021 Connection Drive, 4th Floor
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Risk Point LLC
15301 Dallas Pkwy, Ste 500
Addison TX 75001

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Policy Number:	100050942-01
Effective Date:	06/16/2025
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Insurance Co:	Amherst Specialty Insurance Company
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EXHIBIT 4

Account Transaction History # [REDACTED] (Tricolor Holdings, LLC (BK-7))

Click on a payment description for printable receipt

☐ Show Account Notes ☒ Show Account Status ☒ Show Balance After Each Transaction (including fees)

Date	Activity	Transaction Code	Amount	Balance	Description/Note	User
6/11/2025 2:07:34 PM	Activation			\$1,346,118.62	Account Activated	jjarrell
6/11/2025 2:07:34 PM	Status				Current	jjarrell
6/11/2025 2:07:34 PM	Down Payment	RCPT10074069	\$244,231.84	\$980,788.96	Insured: Cashier's Check WIRE 06/04/2025	jjarrell
6/12/2025 1:21:25 PM	Reversal	RCPT10075738	(\$244,231.84)	\$1,590,350.46	Insured: Cashier's Check WIRE 06/04/2025 DP funded to Risk Point	amedina
6/17/2025 10:17:08 AM	Endorsement #100050942-01	END1775790	\$2,011.79	\$1,348,191.13	Gross Prem. \$1918.00 Amt. Fin. \$2011.79 Total Interest \$60.72	stephenc
7/15/2025 11:07:47 AM	Installment	RCPT10129201	\$122,562.83	\$1,225,628.30	Check WIRE - TRST	gloriami Reve
8/15/2025 12:11:39 PM	Installment	RCPT10181928	\$122,562.83	\$1,103,065.47	Insured: Check WIRE - TRST	gloriami Reve
9/23/2025 5:00:14 AM	Status				Intent To Cancel	System
9/27/2025 4:31:08 AM	Late Fee	LF28670221	\$6,128.14	\$1,109,193.61		bwatkins Reve