

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

- ☒ Date Stamped Copy Returned
☐ No self addressed stamped envelope
☐ No copy to return

Official Form 410

Proof of Claim

04/25

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>Avtech Capital, LLC</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? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Justin M Mertz, Michael Best & Friedrich LLP</u> Name <u>790 N. Water St., Ste 2500</u> Number Street <u>Milwaukee WI 53202</u> City State ZIP Code Contact phone <u>414-225-4972</u> Contact email <u>jmmertz@michaelbest.com</u>	Where should payments to the creditor be sent? (if different) <u>Dan Burris</u> Name <u>6995 Union Park Center, Ste 400</u> Number Street <u>Cottonwood Heights UT 84047</u> City State ZIP Code Contact phone <u>385-330-3417</u> Contact email <u>dburris@avtechcapital.com</u>
Uniform claim identifier (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 _____ 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? _____	

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2533487251117000000000010

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: _____

7. How much is the claim? \$ 305,252.33 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.
Guaranties of Equipment finance loan & Equipment lease

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:

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

☐ Up to \$3,800* 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 \$17,150*) 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.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/28 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)(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 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 11-11-2025
MM / DD / YYYY


Signature

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

Name

Dan
First name

Burris
Middle name

Burris
Last name

Title

EVP, Portfolio Management

Company

Autech Capital

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

6995 S. Union Park Center, Suite 400
Number Street

Cottonwood Heights
City

UT.
State

84047
ZIP Code

Contact phone

801.748.2200

Email

dburris@autechcapital.com

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Michael Best & Friedrich LLP
Attorneys at Law
Davis W. Sullivan
T 414.223.2520
E davis.sullivan@michaelbest.com

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

November 12, 2025

Tricolor Claims Processing Center
c/o KCC dba Verita
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Re: Bankr. N.D. Tex. Case No. 25-33487 (Tricolor Holdings, LLC)
Proof of Claim of Avtech Capital, LLC

To whom it may concern:

Our firm represents Avtech Capital, LLC. ("Avtech") in connection with the matter referenced above.

Enclosed please find:

- Two signed copies of Avtech's proof of claim against Tricolor Holdings, LLC in Bankruptcy Case No. 25-33487
- Related supporting documents; and
- A stamped, self-addressed return envelope.

Please return a file-stamped copy of the Avtech's proof of claim in the included envelope.

Sincerely,

MICHAEL BEST & FRIEDRICH LLP
/s/ Davis W. Sullivan

Davis W. Sullivan
Michael Best & Friedrich LLP
790 N. Water St, Suite 2500
Milwaukee, WI 53202
414.223.2520
davis.sullivan@michaelbest.com

Attorneys for Avtech Capital, LLC.

Justin M. Mertz, Esq.
Wisconsin Bar No. 1039091
MICHAEL BEST & FRIEDRICH LLP
790 N. Water Street, Suite 2500
Milwaukee, WI 53202-4108
Tel (414) 271-6560
cjschreiber@michaelbest.com

Counsel to Avtech Capital, LLC.

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

In re:	§	Chapter 7
	§	
Tricolor Holdings, LLC, <i>et al.</i> ¹	§	Case No. 25-33487 (MVL)
	§	
Debtor.	§	
	§	

**ADDENDUM TO AVTECH CAPITAL, LLC'S PROOFS OF CLAIM AGAINST
TRICOLOR AUTO GROUP, LLC**

Avtech Capital, LLC ("**Avtech**") submits this Addendum (the "**Addendum**") to its Proofs of Claim (each, a "**Claim**") against debtor Tricolor Auto Group, LLC (the "**Auto Group**") in Case No. 25-33496 and debtor Tricolor Holdings, LLC ("**Holdings**") in Case No., 25-33487.

¹ The Debtors in these chapter 7 cases are as follows: Tricolor Holdings, LLC, TAG Intermediate Holding Company, LLC (Case No. 25-33495), Tricolor Auto Group, LLC (Case No. 25-33496), Tricolor Auto Acceptance, LLC (Case No. 25-33497), Tricolor Insurance Agency, LLC (Case No. 25-33512), Tricolor Home Loans LLC dba Tricolor Mortgage (Case No. 25-33511), Tricolor Real Estate Services, LLC (Case No. 25-33514), TAG California Holding Company, LLC (Case No. 25-33493), Flexi Compras Autos, LLC (Case No. 25-33490), TAG California Intermediate Holding Company, LLC (Case No. 25-33494), Tricolor California Auto Group, LLC (Case No. 25-33502), Tricolor California Auto Acceptance, LLC (Case No. 25-33501), Risk Analytics LLC (Case No. 25-33491), Tricolor Tax, LLC (Case No. 25-33515), Tricolor Financial, LLC (Case No. 25-33510), Tricolor Auto Receivables LLC (Case No. 25-33498), TAG Asset Funding, LLC (Case No. 25-33492), and Apoyo Financial, LLC (Case No. 25-33489).

Background

1. Avtech is an equipment leasing and finance company based in Cottonwood Heights, Utah.
2. The Debtor filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code on September 10, 2025 (the “Petition Date”).

Equipment Finance Arrangement

3. On February 28, 2023, Auto Group and Ameris Bank d/b/a Balboa Capital (“Balboa”) entered into a certain Equipment Finance Agreement (the “EFA”). A copy of the EFA is attached as Exhibit A.

4. Under the EFA, Balboa advanced a total of \$648,923.30 to Auto Group for the purchase of trucks and trailers (the “Collateral”). The Collateral consists of the following:

- a. 2023 Trailer VIN: 7HCGC453PB040355
- b. 2023 Trailer VIN: 7HCGC4538PB040356
- c. 2023 Trailer VIN: 7HCGC453XPB040357
- d. 2023 Trailer VIN: 7HCGC4531PB040358
- e. 2023 Trailer VIN: 7HCGC4533PB040359
- f. 2022 Ram 5500 Truck VIN: 3C7WRNFL1NG335997
- g. 2022 Ram 5500 Truck VIN: 3C7WRNFLXNG402581
- h. 2022 Ram 5500 Truck VIN: 3C7WRNFL6NG409429
- i. 2022 Ram 5500 Truck VIN: 3C7WRNFL1NG402579
- j. 2022 Ram 5500 Truck VIN: 3C7WRNFL7NG335041

k. 2022 Ram 5500 Truck VIN: 3C7WRNFL5NG44165

5. Under the EFA, Auto Group granted Balboa a first-position security interest in the Collateral and agreed that “such security interest is and shall remain a sole first lien security interest.”

6. Holdings guaranteed all of Auto Group’s obligations under the EFA pursuant to a Guaranty of Equipment Finance Agreement (the “EFA Guaranty”, and together with the EFA, the “Loan Documents”). A copy of the Guaranty is attached as Exhibit B.

7. Immediately after the Loan Documents were executed, Balboa assigned all its rights under the Loan Documents, including its security interests in the Collateral, to Avtech. Copies of the Sale and Assignment Agreement conveying Balboa’s rights under the Loan Documents, and an Acknowledgement and Agreement evidencing Auto Group’s consent to assignment of the Loan Documents is attached as Exhibit C.

8. Avtech’s security interest in the Collateral is indicated on the title for each relevant truck or trailer. Copies of the Certificates of Origin for a Vehicle (for trucks) and Applications for Texas Title and/or Registration (for trailers) evidencing Avtech’s security interest in each item of the Collateral are attached as Exhibit D.

9. As of the Petition Date, remaining obligations to Avtech under the Loan Documents totaled \$63,213.80.

Equipment Lease

10. On June 30, 2023, Balboa and Auto Group entered into a Master Lease Agreement (the “Lease”). A copy of the Lease is attached as Exhibit E.

11. Pursuant to the Lease, Balboa advanced a total of \$754,505.12 for the benefit of Auto Group by purchasing equipment which it subsequently leased to Auto Group – including a spray booth, computers, software rights, and a vehicle lift.

12. To secure all amounts owed to Balboa under the Lease, Auto Group granted Balboa a first-position security interest in software rights which Auto Group obtained pursuant to the Lease.

13. On November 16, 2022, Balboa perfected its security interest securing amounts owed under the Lease by filing UCC-1 financing statement, Document No. 2022951975, with the Delaware Department of State. A copy of the original financing statement and two amendments thereto is attached as Exhibit F.

14. Holdings guaranteed all of Auto Group's obligations under the Lease pursuant to a Cross Company Guaranty (the "Lease Guaranty"). A copy of the Lease Guaranty is attached at Exhibit G.

15. Immediately after the Lease was executed, Balboa assigned its rights to the leased equipment and all rights under the Lease, including its security interest, to Avtech. Copies of the Sale and Assignment Agreement conveying Balboa's rights under the Lease, and an Acknowledgement and Agreement evidencing Auto Group's consent to assignment of the Lease is attached as Exhibit H.

16. As of the Petition Date, remaining obligations to Avtech under the Loan Documents totaled \$242,038.53.

Reservation Of Rights

17. Avtech reserves all rights, including and without limitation its rights (i) to amend or supplement its Proof of Claim or this Addendum as necessary (ii) to seek administrative expense treatment for the value conferred on the Debtors' estate through their continued use of Avtech's property after the Petition Date, and (iii) provided for under 11 U.S.C. § 365.

18. Neither the Proof of Claim nor this Addendum may be deemed or construed as: (i) an election of remedies; (ii) a consent by Avtech to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Avtech; (iii) a consent by Avtech to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (iv) a waiver of the right to a trial by jury in any proceeding so triable herein or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial is pursuant to statute or the United States Constitution; (v) a waiver of the right to have final orders in non-core matters entered only after de novo review by a District Court; (vi) a waiver of the right to have the reference withdrawn in any matter subject to mandatory or discretionary withdrawal; (vii) a waiver of any past, present, or future event of default; or (viii) a waiver or limitation of any rights, including, without limitation, a waiver of rights, claims, actions, defenses, set-offs, or recoupments to which Avtech is or may be entitled under agreements, in law or in equity, all of which

rights, claims, actions, defenses, set-offs, and recoupments are expressly reserved by Avtech.

Additional documents evidencing the Claims may be provided upon written request made to Avtech's Counsel, whose contact information appears below:

Justin M. Mertz
Michael Best & Friedrich LLP
790 N. Water Street, Suite 2500
Milwaukee, WI 53202
Telephone: (414) 225-4972 (direct)
Email: jmmertz@michaelbest.com

Exhibit A



EQUIPMENT FINANCING AGREEMENT ("Agreement")

Agreement # 311918-010

DEBTOR INFORMATION

Debtor Name: TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC	Debtor's Address: 6021 Connection Drive 4th Floor Irving, TX 75039	Collateral Location: (If different from Debtor's Address) 6021 Connection Drive, 4th Floor Irving, TX 75039
Phone: 214-269-7800	Federal Tax ID #: 47-4029315	

PAYMENT AND TERMS

Full Description of Collateral (Include Make Model, Serial Numbers) See Exhibit A and/or invoices attached hereto as Exhibit A1 and incorporated herein by this reference.	Collateral Cost: \$900,000.00	Initial Payment (Debtor requests that this amount be electronically debited) SECURITY DEPOSIT: \$89,742.53
	Initial Payment Date: 05/29/2023	Fee %: 1% (% of Original Collateral Cost)
Term: 12 (Plus any Prepaid or Per diem Period)		Total Amount Due: \$89,742.53
Quarterly Payment Amount: \$89,742.53		

TERMS OF EQUIPMENT FINANCING AGREEMENT

Ameris Bank d/b/a Balboa Capital ("Creditor") and Debtor agree as follows:

1. SECURITY INTEREST: Debtor hereby grants Creditor a security interest under the Uniform Commercial Code in the above property and equipment (collectively the "Collateral" and individually an "Item of Collateral"). Such security interest is granted to secure performance by Debtor of its obligations hereunder and under any other present or future agreement with Creditor. Debtor shall insure that such security interest is and shall remain a sole first lien security interest. **DEBTOR HEREBY AUTHORIZES CREDITOR TO FILE A COPY OF THIS AGREEMENT AS A FINANCING STATEMENT AND APPOINTS CREDITOR OR ITS DESIGNEE AS DEBTOR'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON DEBTOR'S BEHALF, FINANCING STATEMENTS COVERING THE COLLATERAL.**

2. COMMENCEMENT DATE: This Agreement shall commence upon verification of the delivery of the Collateral in a form acceptable to Creditor ("Commencement Date").

3. NO AGENCY. DEBTOR ACKNOWLEDGES THAT NO SUPPLIER OR INTERMEDIARY NOR ANY AGENT OF EITHER THEREOF IS AN AGENT OF CREDITOR AND FURTHER THAT NONE OF SUCH PARTIES IS AUTHORIZED TO WAIVE OR ALTER ANY ITEM OR CONDITION OF THIS AGREEMENT. **THE SUPPLIER IS NOT AN AGENT OF CREDITOR'S AND NOTHING THE SUPPLIER STATE CAN AFFECT DEBTOR'S OBLIGATION UNDER THIS AGREEMENT. DEBTOR WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER.**

4. PAYMENTS; PER DIEM EXPENSE REIMBURSEMENT: Debtor shall repay Creditor the above Quarterly Payments in the number of quarterly installments indicated above, plus the Per Diem Expense reimbursement as described in this paragraph. The initial Quarterly Payment shall be deemed due as of the date indicated above and subsequent Quarterly Payments shall be due on the same day of each quarter thereafter until paid. The first payment we will charge you shall be a pro rata portion of the Quarterly Payment based on a daily charge of one-ninetieth (1/90th) or .01111% of the Quarterly Payment calculated from number of days from the Commencement Date to the start of the base term (the "Per Diem") and shall be due and payable on a date selected by Creditor. Debtor acknowledges that: a) Creditor may charge up to ninety (90) days of Per Diem; and b) **the Per Diem is not credited against the Quarterly Payments and is in addition to the Term indicated above.** All Quarterly Payments, Per Diem and other payments due under this Agreement or any other agreement with us (collectively "Obligation" or "Obligations") are payable in U.S. dollars, and may be adjusted upward or downward no more than ten percent (10%) to reflect actual costs. All other amounts due thereunder shall be due upon Debtor's receipt of Creditor's invoice. Advance payments, which are the first and last Quarterly Payments, may be applied to the Obligations at Creditor's discretion. In the event Debtor signs this Agreement, but the Agreement is not effected or signed by Creditor, the advanced payments, documentation fee and security deposit may be retained by Creditor so as to compensate Creditor for its processing costs, labor, and other expenses.

Initials  



5. NON CANCELABLE AGREEMENT: NO PREPAYMENT, NO OFFSET, THIS AGREEMENT IS NON CANCELABLE BY DEBTOR FOR ANY REASON WHATSOEVER. DEBTOR MAY REPAY THE QUARTERLY PAYMENTS ONLY IN ACCORDANCE HERewith. ALL PAYMENTS HEREUNDER ARE TO BE MADE WITHOUT OFFSET.

6. FINANCING. THIS AGREEMENT IS SOLELY A COMMERCIAL AND BUSINESS FINANCING AGREEMENT. SEE ADDITIONAL TERMS AND CONDITIONS CONTAINED HEREIN WHICH ARE PART OF THIS AGREEMENT.

7. NO WARRANTIES. CREDITOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE COLLATERAL AND ITS FITNESS, MERCHANTABILITY OR PROFITABILITY FOR ANY PURPOSE WHATSOEVER. DEBTOR AGREES THAT DEBTOR HAS SELECTED THE SUPPLIER AND EACH ITEM OF COLLATERAL BASED UPON DEBTOR'S OWN JUDGMENT AND DISCLAIMS ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY CREDITOR. CREDITOR DOES NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE COLLATERAL.

8. LOCATION; INSPECTION; USE. Debtor shall keep, or, as to an Item of Collateral which is movable, permanently garage and not remove from the United States, as appropriate, each Item of Collateral in Debtor's possession and control at the Collateral Location or at such other location to which such Item may have been moved with the prior written consent of Creditor, Upon request, Debtor shall advise Creditor as to the exact location of an Item of Collateral. Each Item shall be used solely for commercial or business purposes and operated in a careful and proper manner in compliance with all applicable governmental requirements, all requirements of insurance policies carried hereunder and all manufacturer's instructions and warranty requirements.

9. ALTERATIONS; SECURITY INTEREST COVERAGE. Without Creditor's prior written consent, Debtor shall not make any alterations, additions or improvements to an Item of Collateral which detract from its economic value or functional utility. All additions and improvements made to an Item of Collateral shall be deemed accessions thereto, and shall not be removed if removal would impair the Item's economic value or functional utility. Creditor's security interest shall cover all modifications, accessions, additions to and replacements and substitutions for the Collateral. Debtor will not make any replacements or substitutions without Creditor's prior written consent.

10. MAINTENANCE. Debtor shall maintain the Collateral in good repair, condition and working order. Debtor shall cause at its sole expense all repairs required to maintain the Collateral in such condition to be made promptly by qualified parties. Debtor will cause each Item of Collateral for which a service contract is generally available to be covered by such a contract which provides coverage typical as to property of the type involved and is issued by a competent servicing entity.

11. LOSS AND DAMAGE; CASUALTY VALUE. In the event of loss, theft, destruction or requisition of or damage to an Item of Collateral from any cause Debtor shall give Creditor prompt notice thereof and shall thereafter place the Item in good repair, condition and working order; provided, however, that if such Item is determined by Creditor to be lost, stolen, destroyed or damaged beyond repair or is requisitioned or suffers a constructive total loss under an insurance policy carried hereunder Debtor shall cause the Collateral to be replaced and shall immediately provide Creditor with information necessary to perfect Creditor's security interest in the replacement Collateral, or shall pay Creditor the "Casualty Value" of such Item which shall equal (a) any amounts due at the time of such payment, and (b) each future Quarterly Payment due with respect to such Item discounted at three percent (3%) per annum simple interest from the date due to the date of such payment.

12. PAYMENT OF OBLIGATIONS: Payment of the Obligations, the Initial Payment/Total Amount Due, the amounts described in section #14, and any other amounts owed under this Agreement shall be made by electronically withdrawing funds from the bank account listed below in this paragraph, or on which Debtor's deposit check was drawn, or the account from which a cancelled or voided check provided by the Debtor can be drawn, or any other account from which Debtor paid any Obligation under this Agreement. **Debtor initiates each transaction** and authorizes Creditor to debit from any of the foregoing accounts the Obligations, the Initial Payment/Total Amount Due, amounts described in section #14, and any other amounts owed under this Agreement and agrees that Creditor, or its assignees, has the right, but not the obligation, to do so. Debtor acknowledges that, if Creditor assigns this Agreement to a third party, the assignee is also authorized to debit any of the foregoing accounts outlined above. If Debtor would prefer to authorize Creditor to debit another account, fill in the blanks provided below along with a copy of a voided check from the specified account. Debtor understands and agrees that this authorization to electronically withdraw funds from any of the foregoing accounts is irrevocable.

Bank Name: Wells Fargo Bank Bank City, State: San Francisco, CA

ABA Routing No: 4129545026 Account No: 121000248

Business Name on Account: TRICOLOR AUTO GROUP, LLC

Street Address on Account: 6021 Connection Drive, 4th Floor City, State on Account: Irving, TX

Initials: JD  

13. TITLING. If requested by Creditor, Debtor shall cause an Item of Collateral subject to title registration laws to be titled as directed by Creditor. Debtor shall advise Creditor promptly as to any necessary re-titling. Debtor shall cause all documents of title to be furnished Creditor within sixty (60) days of the date of any titling effected by Debtor. All expenses, fees, costs and charges associated with re-titling to secure Creditors perfected lien rights shall be borne solely by Debtor and reimbursed to Creditor by Debtor.;

14. TAXES, CHARGES, AND FEES. Debtor agrees to pay when due all taxes (including personal property tax, fines and penalties) and fees that levied by any State, County or Federal Agency relating to this Agreement or the Collateral. If Creditor pays any of the above taxes on behalf of the Debtor, so as to reimburse Creditor for processing and administrative expenses and time, Debtor will pay a processing fee for each payment. In addition, Debtor also agrees to pay Creditor any UCC filing fees mandated by the Uniform Commercial Code or other law to protect and secure the Collateral and reimburse Creditor for all costs and expenses involved in documenting and servicing this transaction. An inspection of the Collateral will be conducted to evidence the condition of the Collateral and a fee will be charged for this service, which Debtor agrees to reimburse to Creditor. Debtor further agrees to pay Creditor an origination or loan Fee on or before the date the first Quarterly Payment is due, the purpose of this fee is to arrange in advance all the necessary funding sources and process credit and paperwork. Debtor also acknowledges that all such fees and charges are in addition to the Quarterly Payments, and that all such fees may not only cover Creditors costs but they may also include a profit or administrative expense reimbursement of processing.

15. INSURANCE. Debtor agrees to maintain, at Debtor's expense, "Special Form" property insurance protecting the Collateral for its full replacement value, naming Creditor as a loss payee on a "Creditor's Loss Payable" endorsement; and public liability insurance, in amounts acceptable to Creditor, naming Creditor as an additional insured (together "Required Insurance"). Debtor must provide Creditor satisfactory written evidence of Required Insurance within thirty (30) days of the commencement date of this Agreement or of any subsequent written request. If Debtor does not do so, Creditor may obtain insurance from an insurer of Creditor's choosing in such forms and amounts as Creditor selects ("Insurance"). Insurance covers the Collateral and Creditor only and not Debtor. Debtor shall pay Creditor periodic charges for Insurance ("Insurance Charges") that include: a premium that may be higher than if Debtor maintained Required Insurance separately; a finance charge of up to the implicit rate of this Agreement on any premium advances made by Creditor or Creditors agents; and billing and processing fees; each of which may generate a profit to Creditor and Creditor agents. If Debtor fails to pay billed Insurance Charges within 30 days of their due date, Creditor may pay them by applying funds paid under this Agreement or debiting Debtor's account under any previously authorized payment. At Creditor's election, in lieu of obtaining or continuing Insurance, Creditor may require Debtor to pay a quarterly additional fee up to 2% of the Collateral Cost. This fee is not only calculated with reference to additional risk and constitutes additional profit for Creditor, but represents the basis on which Creditor is willing to forbear from exercising remedies and continue this Agreement without Required Insurance. Debtor will receive no insurance coverage and will not be released from any obligations. **Creditor is not selling insurance.** Creditor will cease charging the additional fee or billing for Insurance 30 days after Debtor provides satisfactory proof of Required Insurance and compliance with this section.

16. CREDITOR'S PAYMENT. If Debtor fails to perform any of its obligations hereunder, Creditor may perform such obligation, and Debtor shall (a) reimburse Creditor the cost of such performance and (b) pay Creditor the service charge contemplated in paragraph 14.

17. INDEMNITY. Debtor shall indemnify, defend and hold Creditor harmless against any claim, action, liability or expense, including attorneys' fees and court costs, incurred by Creditor related to this Agreement. While it is not anticipated that Creditor shall have any liability for torts related to the Collateral, this indemnity covers tort proceedings including any strict liability claim, any claim under another theory related to latent or other defects and any patent, trademark or service mark infringement claim.

18. DEFAULT. Any of the following constitutes an event of default hereunder: (a) Debtor's failure to pay any amount hereunder, within three (3) business days of when due; (b) Debtor's default in performing any other obligation hereunder or under any agreement between Debtor and Creditor; (c) death or judicial declaration of competency of Debtor, if an individual; (d) the filing by or against Debtor of a petition under the Bankruptcy Code or under any other insolvency law or law providing for the relief of debtors, including, without limitation, a petition for reorganization, agreement or extension; (e) the making of an assignment of a substantial portion of its assets by Debtor for the benefit of creditors, appointment of a receiver or trustee for Debtor or for any Debtor's assets, institution by or against Debtor of any other type of insolvency proceeding or other proceeding contemplating settlement claims against or winding up of the affairs of Debtor, Debtor's cessation of active business affairs or the making by Debtor of a transfer of a material portion of Debtor's assets or inventory not in the ordinary course of business; (f) the occurrence of an event described in (c), (d), or (e) as to a guarantor or other surety of Debtor's obligations hereunder, (g) any misrepresentation of a material fact in connection herewith by or on behalf of Debtor; (h) Debtor's default under a lease or agreement providing financial accommodation with a third party or (i) Creditor shall in good faith deem itself insecure as a result of a material adverse change in Debtor's financial condition or otherwise.

19. REMEDIES. Upon the occurrence of an event of default Creditor shall have the right, options, duties and remedies of a secured party, and Debtor shall have the rights and duties of a Debtor, under the Uniform Commercial Code (regardless of whether such Code or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted) and in connection therewith Creditor may: (a) sue for and recover from Debtor the sum of: (1) all unpaid Quarterly Payments and other payments, including late charges and interest, due under this

Initials  

Agreement then accrued, all accelerated future payments due through the last day of the term of this Agreement; (2) any and all costs or expenses paid or incurred by Creditor in connection with the repossession, holding, repair, reconditioning and subsequent sale, lease or other disposition of the Collateral, including but not limited to attorney's fees and costs, whether or not litigation is commenced; (3) all other costs or expenses paid or incurred by Creditor at any time in connection with the execution, delivery, administration, amendment and enforcement or exercise of any of the Creditor's rights and remedies under this Agreement, including, but not limited to, attorneys' fees and costs, whether or not litigation is commenced, and taxes imposed by any governmental agency; (4) any actual or anticipated loss of federal or state tax benefits to Creditor (as determined by Creditor) resulting from Debtor's default or Creditor's repossession or disposition of the Collateral; and (5) any and all other damages proximately caused by Debtor's default; (b) declare the Casualty Value or such lesser amount as may be set by law immediately due and payable with respect to any or all Items of Collateral without notice or demand to Debtor; (c) take possession of and, if deemed appropriate, render unusable any or all Items of Collateral, without demand or notice, wherever located, without any process of law and without liability for any damages occasioned by such taking of possession including damages to contents; (d) require Debtor to assemble any or all Items of Collateral at a location in reasonable proximity to their designated location hereunder, (e) upon notice to Debtor required by law, sell or otherwise dispose of any Items of Collateral, whether or not in Creditor's possession, in a commercially reasonable manner at public or private sale and apply the net proceeds of such sale after deducting all costs of such sale, including, but not limited to, costs of transportation, repossession, storage, refurbishing, advertising and brokers fees, to the obligations of Debtor hereunder with Debtor remaining liable for any deficiency and with any excess being returned to Debtor or (f) utilize any other remedy available under the Uniform Commercial code or otherwise to Creditor. All remedies are cumulative. Any sale may be adjourned by announcement at the time and place appointed for such sale without further published notice, and Creditor may, if permitted by law, bid at any such sale.

20. LITIGATION EXPENSES. Debtor shall pay Creditor its costs and expenses not offset as provided in paragraph 19, including repossession and attorneys' fees and court costs, incurred by Creditor in enforcing this Agreement. This obligation includes the payment of such amounts whether an action is filed and whether an action which is filed is dismissed.

21. ASSIGNMENT. Without the prior written consent of Creditor, Debtor shall not sell, lease or create or allow any lien other than Creditor's security interest against an Item of Collateral or assign any of Debtor's obligations hereunder. Debtor's obligations are not assignable by operation of law. Consent to any of the foregoing applies only in the given instance. Creditor may assign, pledge or otherwise transfer any of its rights **but none of its obligations** hereunder without notice to Debtor. If Debtor is given notice of any such assignment, Debtor shall acknowledge receipt thereof in writing and shall thereafter pay any amounts due hereunder as directed in the notice. The rights of an assignee to amounts due hereunder shall be free of any claim or defense Debtor may have against Creditor, and Debtor agrees not to assert against an assignee any claim or defense which Debtor may have against Creditor. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns of the parties.

22. PERSONAL PROPERTY. Debtor shall mark the Collateral or its location as requested by Creditor to indicate Creditor's security interest. As between the parties the Collateral shall at all times be deemed personal. Debtor will provide Creditor any real property waivers requested by Creditor as to the real property where an Item of Collateral is or is to be located.

23. LATE PAYMENT. If Debtor fails to pay any amount to be paid hereunder within three (3) days of when due, Debtor agrees to pay us (a) eighteen percent (18%) of each such late payment (to the extent permitted by law) (b) amounts Creditor pays others in connection with the collection of the payment and (c) interest on such unpaid amount from the date due until paid at the lesser of eighteen percent (18%) per annum or the highest rate permitted by applicable law. No more than a single charge under subparagraph (a) will be due in any given quarter.

24. SECURITY INTEREST RELEASE. At such time as there is no outstanding obligation secured hereby (including obligations under other agreements contemplated under paragraph 1), Creditor shall provide Debtor such termination statements related to the Collateral as Debtor shall reasonably request. Debtor shall be responsible for the filing of each such UCC3 termination statement at its expense.

25. ADDITIONAL DOCUMENTS. Debtor shall provide to Creditor such financing statements and similar documents as Creditor shall request. Debtor authorizes Creditor, where permitted by law, to make filings of such documents without Debtor's signature. Debtor shall reimburse Creditor for all search and filing fees incurred by Creditor related hereto.

26. NOTICES. Except as otherwise provided in this Agreement, notice under this Agreement must be in writing. Notices will be deemed given when deposited in the U.S. mail, postage prepaid, first class mail; when delivered in person; or when sent by registered mail; by certified mail; or by nationally recognized overnight courier. Notice to Debtor will be sent to Debtor's last known address in Creditor's records for this Loan. Notice to Creditor may be sent to, Ameris Bank d/b/a Balboa Capital, 575 Anton Blvd, 12th Floor, Costa Mesa CA 92626.

27. GENERAL. This Agreement as well as the delivery and acceptance receipt(s) for the Collateral constitute the entire agreement between the parties, and supersede all prior negotiations, written or oral, including any written offer or proposal describing and/or summarizing the terms of any proposed lease/financing. This Agreement cannot be modified except in writing signed by the party

Initials  

against who enforcement is sought. Debtor represents to Creditor that it shall not allege in any court proceeding that the parties entered into an oral modification of this Agreement, and further agrees, that in any event, any such oral modification shall not be enforceable unless it is reduced to a writing signed by the party against whom enforcement is sought. Any waiver by Creditor must be in writing, and forbearance shall not constitute a waiver. If there is more than one Debtor named in this Agreement, the liability of each shall be joint and several. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation. Any provision declared invalid shall be deemed severable from the remaining provisions which shall remain in full force and effect. Time is of the essence of this Agreement. The obligations of Debtor shall survive the release of the security interest in the Collateral.

28. DEBTOR'S WARRANTIES. DEBTOR CERTIFIES AND WARRANTS: (a) THE FINANCIAL AND OTHER INFORMATION WHICH DEBTOR HAS SUBMITTED, OR WILL SUBMIT, TO CREDITOR IN CONNECTION WITH THIS AGREEMENT IS, OR SHALL BE AT TIME OF SUBMISSION, TRUE AND COMPLETE; (b) THIS AGREEMENT HAS BEEN DULY AUTHORIZED BY DEBTOR AND UPON EXECUTION BY DEBTOR SHALL CONSTITUTE THE LEGAL, VALID AND BINDING OBLIGATION, CONTRACT AND AGREEMENT OF DEBTOR ENFORCEABLE AGAINST DEBTOR IN ACCORDANCE WITH ITS TERMS; AND (c) EACH SHOWING PROVIDED BY DEBTOR IN CONNECTION HERewith MAY BE FULLY RELIED UPON BY CREDITOR NONWITHSTANDING ANY TECHNICAL DEFICIENCY IN ATTESTATION OR OTHERWISE. THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF DEBTOR WARRANTS THAT PERSON'S DUE AUTHORITY TO DO SO. DEBTOR FURTHER WARRANTS THAT EACH ITEM OF COLLATERAL SHALL AT THE TIME CREDITOR FUNDS THE TOTAL ADVANCE BE OWNED BY DEBTOR FREE AND CLEAR OF LIENS OR ENCUMBRANCES AND BE IN GOOD CONDITION AND WORKING ORDER.

29. GOVERNING LAW (EXCLUSIVE AND MANDATORY TO CALIFORNIA). Our relationship (including this Agreement and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or relating to this Agreement) will be exclusively governed by, and this Agreement will be exclusively construed in accordance with California law without regard to internal principles of conflict of laws. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and reserved under this Agreement will be exclusively governed by such laws.

30. CONSENT TO EXCLUSIVE AND MANDATORY JURISDICTION AND VENUE OF CALIFORNIA. Debtor submits to the jurisdiction of California and agrees that any action or proceeding to enforce this Agreement, or any action or proceeding arising out of or related to this Agreement will be exclusively commenced, initiated and litigated in the California State Courts of Orange County California and/or the United States District Court for the Central District of California, Santa Ana Division. Debtor understands and agrees that (i) Creditor is located in Costa Mesa, California, (ii) Creditor makes all credit decisions from Creditor's office in Costa Mesa, California, (iii) this Agreement is made and deemed to be performed in Costa Mesa, California (that is, no binding contract will be formed until Creditor receives and accepts Debtor's signed Agreement in Costa Mesa, California) and (iv) Debtor's payments are not accepted until received by Creditor in Costa Mesa, California. Creditor, at its sole discretion, may commence any action seeking judicial intervention to recover the Collateral in any State Court where the Collateral may be physically located.

31. COUNTERPARTS AND FACSIMILE SIGNATURES. If this Agreement was sent electronically, Debtor hereby warrants that this Agreement has not been altered in any way. Any alteration or revision to any part of this Agreement or any attached documents will make all alterations or revisions non-binding and void. Only one counterpart of this Agreement and of each Schedule, Addenda, or Exhibit attached hereto shall bear our signature and shall be marked "Original". To the extent that any Equipment Financing Agreement, Schedule, Addenda or Exhibit hereto constitute chattel paper (as that term is defined by the Uniform Commercial Code), a security interest may only be created in this Agreement, Schedule, Addenda or Exhibit that bears our signed signature and is marked "Original". This Agreement and any documents pertaining to this Agreement may be executed in counterparts. Delivery of this Agreement bearing a facsimile signature, electronic signature, or other signature which is not in ink, shall have the same force and effect as if this document bore an original ink signature. The electronic transmission of this Agreement shall have the same force and effect as delivery of an original and shall be legally admissible under the best or original evidence rule. DEBTOR WARRANTS AND REPRESENTS THIS DOCUMENT IS A COMPLETE AND FULLY NEGOTIATED VERSION, IT CONTAINS NO BLANK SPACES AND REPRESENTS THE FINAL AND AGREED UPON TERMS PRIOR TO SIGNATURE EXECUTION.

(CREDITOR) Ameris Bank d/b/a Balboa Capital 575 Anton Blvd 12th Floor Costa Mesa, CA 92626 By: <u>R. Noffs</u> Vice President Date: <u>02/28/2023</u>	(DEBTOR) TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC 6021 Connection Drive 4th Floor Irving, TX 75039 By: <u>David Jeffrey Goodgame</u> Name: <u>David Jeffrey Goodgame</u> Title: <u>Chief Operating Officer</u> Date: <u>12-20-22</u> Home Phone: <u>214-613-4542</u>
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Change Addendum

Equipment Financing Agreement: 311918-010

Reference is made to the above-referenced Equipment Financing Agreement ("Equipment Financing") dated 12/20/2022 by and between

TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC as Debtor, and
BALBOA CAPITAL CORPORATION, as Creditor.

Notwithstanding the terms and conditions contained in the Equipment Financing and to the limited extent hereof, Creditor and Debtor agree as follows:

The Quarterly Rent amount of "\$89,742.53" is hereby changed to "\$63,213.80" and Debtor agrees to make such payments as set forth in the Equipment Financing.

The Security Deposit amount of "\$89,742.53" is hereby changed to "\$63,213.80".

The Security Deposit is applied to "Security Deposit" is hereby changed to "Last Quarterly Payment".

The Total Amount Due of "\$89,742.53" is hereby changed to "\$63,213.80".

The Collateral cost amount of "\$900,000.00" is hereby changed to "\$648,923.30".

In all other respects, the terms and conditions of the Equipment Financing, as originally set forth, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their authorized signatories, have executed this Change Addendum on the date set forth below their respective signatures.

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."

Creditor:
BALBOA CAPITAL CORPORATION

By: R. N. [Signature]
Vice President

Date: 02/28/2023

Debtor:
TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC

By: [Signature]
Name: David Jeffrey Goodgame
Title: Chief Operating Officer

Date: 1-25-23

EFA332





Change Addendum

Lease Agreement: 311918-010

Reference is made to the above-referenced Lease Agreement ("Lease") dated 12-20-22 by and between
TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC
as Lessee, and **BALBOA CAPITAL CORPORATION**, as Lessor.

Notwithstanding the terms and conditions contained in the Lease and to the limited extent hereof, Lessor and Lessee agree as follows:

Lessor and Lessee hereby agree that the equipment location address
6021 Connection Drive, 4th Floor Irvine TX 75039 is hereby changed to
3800 I-45, Wilmer, TX 75172

In all other respects, the terms and conditions of the Lease, as originally set forth, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their authorized signatories, have executed this Change Addendum on the date set forth below their respective signatures.

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."

Lessor:

BALBOA CAPITAL CORPORATION

By: R. Nebst
Vice President

Lessee:

TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC

By: David Jeffrey Goodgame
Name: David Jeffrey Goodgame
Title: Chief Operating Officer

Date: 02/28/2023

Date: 12-20-22

SL429





CREDITOR: BALBOA CAPITAL CORPORATION

Equipment Financing Agreement Number: 311918-010

VEHICLE ADDENDUM - I-A

ADDENDUM TO EQUIPMENT FINANCING AGREEMENT OF EQUIPMENT DATED 12/20/2022

THE TERM "VEHICLE" AS USED HEREIN SHALL BE DEEMED TO REFER
TO AN ITEM OF EQUIPMENT AS DEFINED IN THE EQUIPMENT FINANCING AGREEMENT

HEAVY VEHICLE USE TAX (Federal Highway Use Tax): Debtor will file all returns and pay all (Federal) Heavy Vehicle Use Tax, which may be assessed or due on each Vehicle and Debtor agrees to indemnify Creditor for such taxes. In the event of default any expenses incurred will be included as Equipment Financing Agreement damages and due from the Debtor.

OBLIGATION TO PAY MISCELLANEOUS CHARGES: Debtor agrees to pay all storage charges, parking charges and fines. Debtor will pay any fees (including Vehicle registration and inspection fees) or taxes which may be imposed with respect to each Vehicle by any governmental authority. In the event of default any expenses incurred will be included as Equipment Financing Agreement damages and due from the Debtor.

TITLING AND REGISTRATION: Debtor is the owner of the Equipment and Debtor guarantees that physical titling of the Equipment will be accomplished in a timely manner. Each Vehicle subject to this Equipment Financing Agreement shall bear license plates and the title thereto shall be registered in the name of Debtor. Annual registration and license fees shall be paid by Debtor. Debtor agrees to provide to Creditor the original title documentation or DMV receipt. This will be provided within 30 days of when Debtor receives it from the titling authority. If Debtor fails to do so, Debtor will be in default of this Agreement. Debtor further agrees to pay a month to month unobtained titling fee if we have not received the correct transferred title in our office and agree to indemnify Creditor from any damage or loss we incur from Debtor's failure.

sign JD (initial) Debtor, at Debtor's sole cost, will obtain and maintain all registrations, titling, plates, permits and licenses necessary for use of the Equipment in Debtor's business, and in conformance with the laws of the state within in the principal place of business of the Debtor is located or in the principal place where the Vehicle is garaged. Debtor further grants Creditor limited power of attorney to sign off on any title documentation in case of any repossession or termination. Debtor also grants Creditor security interest in the equipment if this agreement is deemed a secured transaction and Debtor authorizes Creditor to record a UCC-1.

INSURANCE: Debtor shall procure and maintain in full force and effect at all times, at Debtor's expense, with a responsible insurance company acceptable to Creditor, insurance coverage for the maximum insurable value of the equipment insuring Debtor and Creditor, as their interests may appear, against liability for death, bodily injury and property damage resulting from ownership, maintenance, use or operation of the equipment, with minimum coverage per occurrence as follows:

Minimum limits for each vehicle to be maintained by Debtor:

Bodily injury liability per individual	\$500,000.00	Fire, Theft and Comprehensive	Full Value
Bodily injury liability per accident	\$500,000.00	Collision Value Deductible (deductible part to be paid by Debtor)	
Property damage liability	\$250,000.00		

OR Combined Single Limits \$750,000.00

Such continuous insurance coverage shall be provided for the period from delivery of the first item of equipment to Debtor to the date of termination of this Equipment Financing Agreement. Debtor shall provide Creditor copies of the insurance policies or other evidence of the maintenance of such insurance. Creditor must be named on the policy as "additional insured" and "loss payee".

The following shall constitute an additional Event of Default under the Equipment Financing Agreement: "expiration or cancellation of any policy of insurance agreed to be paid for by Debtor, or the cessation in force according to its original terms of any such insurance, or of any extension or renewal thereof, during the entire term of this Equipment Financing Agreement".

EXCEPT IN THE EVENT OF DIRECT CONFLICT BETWEEN THIS ADDENDUM AND THE ABOVE REFERENCED EQUIPMENT FINANCING AGREEMENT, THE PROVISIONS OF THIS ADDENDUM SUPPLEMENT SAID EQUIPMENT FINANCING AGREEMENT AND SHALL NOT BE DEEMED TO MODIFY, REPLACE, OR CANCEL ANY PROVISION OF SAID EQUIPMENT FINANCING AGREEMENT, IN THE EVENT OF CONFLICT BETWEEN THIS ADDENDUM AND SAID EQUIPMENT FINANCING AGREEMENT, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."

CREDITOR:
BALBOA CAPITAL CORPORATION

By: R. North

Title: Vice President

Date: _____

DEBTOR:
TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO,

LLC

By: David Jeffrey Goodgame

Name: David Jeffrey Goodgame

Title: Chief Operating Officer

Date: 12-26-22



EFA255C



BALBOA
CAPITAL
A DIVISION OF AMERIS BANK

EXHIBIT 'A' EQUIPMENT DESCRIPTION

The following invoice(s) are referenced, and hereby incorporated, for the purpose of describing the equipment subject to Equipment Financing Agreement ("Agreement") Number 311918-010. By signing below, I, the debtor, acknowledge that I choose to finance the equipment listed on the invoice(s) per the payment schedule and the terms and conditions set out in the agreement, which is the governing document to this equipment financing regardless of the price and terms (if any) indicated on the invoice(s).

EQUIPMENT DESCRIPTION	INVOICE #	INVOICE DATE	VENDOR NAME
See Invoices attached hereto as exhibit A1 and incorporated herein by this reference.			
2023 Trailer VIN:7HCGC4536PB040355			
2023 Trailer VIN:7HCGC4538PB040356			
2023 Trailer VIN:7HCGC453XPB040357			
2023 Trailer VIN:7HCGC4531PB040358			
2023 Trailer VIN:7HCGC4533PB040359			
2022 Ram 5500 Truck VIN:3C7WRNFL1NG335997			
2022 Ram 5500 Truck VIN:3C7WRNFLXNG402581			
2022 Ram 5500 Truck VIN:3C7WRNFL6NG409429			
2022 Ram 5500 Truck VIN:3C7WRNFL1NG402579			
2022 Ram 5500 Truck VIN:3C7WRNBL7NG335041			
2022 Ram 5500 Truck VIN:3C7WRNFL5NG441465			

Equipment Financing Agreement Number 311918-010

Debtor Name TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC

sign

By: [Signature]

Name: David Jeffrey Goodgame

Title: Chief Operating Officer

Date: 1-25-23

Page 1 of 1

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."

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GUARANTY OF EQUIPMENT FINANCE AGREEMENT

Equipment Finance Agreement Number 311918-010

In consideration of the making of the above Equipment Finance Agreement by the Creditor, BALBOA CAPITAL CORPORATION, with the Debtor TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC (the "Company") at the request of the undersigned and in reliance on this guaranty, the undersigned (if more than one, then jointly and severally) as a direct and primary obligation, guarantees to the Creditor and any assignee of the Creditor (either of whom are hereinafter called "holder") the prompt payment of all rent to be paid by the Debtor and the performance by the Debtor of all the terms, conditions, covenants and agreements of the Equipment Finance Agreement, irrespective of any invalidity or unenforceability thereof or the security thereof. The undersigned promises to pay all expenses, including attorney's fees incurred by or in enforcing all obligations of the Debtor under the Equipment Finance Agreement or incurred by the holder in connection with enforcing this guaranty. The undersigned waive notice of acceptance hereof, presentment, demand, protest, notice of protest or of any defaults and consents that the holder may, without affecting the obligation hereunder, grant the Debtor any extension of indulgence under the Equipment Finance Agreement, and may proceed directly against the undersigned without first proceeding against Debtor or liquidating or otherwise disposing of any security afforded holder under the Equipment Finance Agreement. Accounts settled or stated between holder and Debtor shall bind the undersigned. This guaranty shall be construed in accordance with the laws of the State of California and the undersigned consents to the jurisdiction of the courts situated in the County of Orange, State of California. The undersigned waive trial by jury.

This guaranty shall bind the respective heirs, executors, administrators, successors, and assigns of the undersigned.

WITNESS OUR HANDS AND SEAL THIS ON 12-20-22.

Company Guarantor Tricolor Holdings, LLC

sign By: [Signature]
Name: David Jeffrey Goodgame
Title: Chief Operating Officer
(Have signed by an Officer / Member of the Company)

Company Resolution

I Jerome Andrew Kollar, the duly elected and qualified Chief Financial Officer of Tricolor Holdings, LLC (the "Company"), hereby certify that Company's exact legal name, state of incorporation/organization, location of its chief executive office and/or its place of residence, as applicable, have been correctly identified to Creditor, and that at a duly constituted meeting of the Board of Directors/Officers/Members/Partners of the Company, the Board resolved that, David Jeffrey Goodgame in his/her capacity as Chief Operating Officer is authorized for, on behalf of and in the name of this Company, to negotiate, procure and execute such Equipment Finance Agreement and any other documents in connection with same, which in his/her opinion are necessary or advisable to effectuate the most favorable interests of the Company, and the execution of such documents by said officer shall be conclusive evidence of his/her approval thereof.

Legal Name of Company Tricolor Holdings, LLC

sign Signature: [Signature]
Name: Jerome Andrew Kollar
Title: Chief Financial Officer
Date: 12-20-22

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."



EFA315B

Exhibit C

ACKNOWLEDGMENT AND AGREEMENT

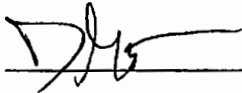
TRICOLOR AUTO GROUP, LLC ("Customer") is hereby given notice of the assignment of the Lease agreement # 311918-010 dated as of 12/20/2022 (referred to as the "Agreement") between Customer and Balboa Capital Corporation ("Assignor") to AvTech Capital, LLC. ("Assignee"). To induce Assignee to accept such Assignment, Customer acknowledges and agrees as follows:

1. that Assignor assigned to Assignee the Agreement and all of Assignor's rights, title and/or interests in and to the personal property referred to or described in the Agreement (collectively, the "Equipment").
2. Customer will pay all remaining payments due and to become due under the Agreement directly to Assignee without offset or reduction, to the following address, or to such other address as Assignee may designate in writing from time to time: AvTech Capital, LLC. at its office at 6995 Union Park Center, Suite 400, Cottonwood Heights, Utah 84047.
3. Customer acknowledges that 11 scheduled quarterly payments of \$63,213.80 remain to be paid by Customer during the non-cancellable term of the Agreement, and that the next scheduled payment is due on 05/23/2023 and the final scheduled payment is due on 11/28/2025.
4. Customer has received no notice and is not aware of any other sale, transfer, assignment, hypothecation, pledge, claim, security interest or encumbrance with respect to the Agreement, the payments due thereunder, or the Equipment other than to or in favor of Assignee.
5. Customer will keep the Equipment free and clear of all liens and encumbrances except the lien created by the Agreement.
6. Assignee has not made any express or implied warranties or representations as to any matter whatsoever, with regard to the Agreement or equipment, including, without limitation, regarding the condition of the Equipment, its marketability, or its fitness for any particular purpose, and Assignee does not assume any obligations of Assignor.
7. Customer executed one (1) original of the Agreement which it delivered to Assignor and Customer currently has no original in its possession.

IN WITNESS THEREOF, Customer has caused this agreement to be executed by its duly authorized officer as of this 26th day of January 2023.

Customer: TRICOLOR AUTO GROUP, LLC

By: _____



Its: David Jeffrey Goodgame/Chief Operating Officer

SALE AND ASSIGNMENT AGREEMENT

This SALE AND ASSIGNMENT AGREEMENT (this "*Agreement*") dated February 28, 2023, is entered into by and between **Balboa Capital Corporation**, a California Corporation with its principal place of business at 575 Anton Blvd., 12th Floor, Costa Mesa, CA 92626 ("*Seller*"), and Avtech Capital, LLC, a Utah limited liability company with its principal place of business at 6995 Union Park Center, Suite 400, Cottonwood Heights, Utah 84047 ("*Buyer*").

A. Seller is the current Lessor under Lease or Equipment Schedule No. 311918-010, dated 12/20/2022 (the "*Schedule*"), entered into with TRICOLOR AUTO GROUP LLC ("*Lessee*"), and all addenda, attachments, schedules, exhibits and riders as they relate to the Schedule, being hereinafter collectively referred to as the "*Lease*"; provided, however, that the term "*Lease*" shall not include other Lease or Equipment Schedules.

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller all of Seller's right, title and interest in and to the Lease and the Leased Property (defined below) subject thereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1: SALE AND ASSIGNMENT

1.1 Sale of Leased Property. Effective as of the date hereof, Seller hereby sells, assigns and transfers to Buyer and Buyer hereby purchases from Seller all right, title and interest in and to, free and clear of all liens, charges, encumbrances and other agreements other than the Lease and any applicable software license, all goods, equipment, general intangibles, personal and other property, however described, which is the subject of the Lease, together with all accessories, attachments and appurtenances appertaining or attached thereto, and all substitutions, renewals and replacements of and improvements to any and all of the foregoing, together with all proceeds, including without limitation insurance proceeds and proceeds of proceeds, issues, income and profits therefrom to the extent, and further including without limitation all warranty and other rights Seller may have with respect to the foregoing against the manufacturers or suppliers and against Sellers and assignors from whom Seller may have acquired such property, each case, covered by the Lease (other than Excepted Amounts (as defined below)) (collectively, the "*Leased Property*").

1.2 Assignment of the Lease. Effective as of the date hereof, Seller hereby assigns to Buyer all right, title and interest of Seller, as Lessor, in, under and to, free and clear of all liens, charges, encumbrances and other agreements other than the Lease and any applicable software license, the Lease and all rents and other sums due and to become due thereunder, including without limitation late fees, charges, and other amounts, and any and all extensions or renewals thereof, the right to exercise the Lessor's rights and remedies thereunder, and all proceeds of any and all of the foregoing, including without limitation all Assigned Lease Payments (defined below), (other than Excepted Amounts) (collectively, the "*Lease Payments*"). "*Excepted Amounts*" shall mean all rental payments due Seller prior to the first rental payment assigned to Buyer hereunder, all sales/use, personal property or similar taxes payable by Lessee, all related tax indemnity payments made or to be made by Lessee pursuant to the Lease, and all documentation, service, inspection and other fees and expenses payable to Lessor by Lessee pursuant to the Lease.

1.3 Consideration

(a) In consideration of the sale of the Leased Property and assignment of the Lease as provided herein, Buyer shall pay to Seller the purchase price of \$590,029.02 (the "*Purchase Price*"), and Buyer shall be assigned the "*Assigned Lease Payments*" described as follows:

Lease Payment amount (exclusive of sales/use tax):	<u>\$63,213.80</u>
Billing Frequency:	<u>Quarterly</u>
Initial Lease term in months:	<u>12</u>
Lease Commencement Date:	<u>02/28/2023</u>
Number of Lease Payments assigned to Buyer:	<u>11</u>
Date first payment due to Buyer:	<u>05/28/2023</u>
Date last payment due to Buyer:	<u>11/28/2025</u>

(b) The Purchase Price shall be paid on February 28, 2023 (the "*Closing Date*"). Upon Buyer's payment of the Purchase Price, all right, title and interest in the Leased Property and the Lease, as set forth herein, shall automatically transfer to Buyer without further action by the parties hereto.

(c) Upon Buyer's receipt of the Assigned Lease Payments, together with any other amounts due to Buyer under this Agreement, including without limitation in this Section 1.3, all of Buyer's right, title and interest in the Leased Property and Lease and related documents, including without limitation any financing statement, mortgage, deed of trust or other security instrument assigned to Buyer hereunder, shall automatically transfer back and be assigned to Seller for no additional consideration and without the need for further action by the parties hereto, free and clear of all liens, claims and encumbrances caused or permitted by or through Buyer. To the extent necessary to evidence the reassignment of Buyer's interest to Seller as set forth herein, as mutually determined by the parties hereto, the parties may, but shall not be obligated to, execute a bill of sale, assignment or other instrument to evidence such reassignment; provided, however, that notwithstanding the foregoing, the reassignment of Buyer's right, title and interest in the Leased Property and Lease to Seller shall nonetheless automatically transfer and be effective as set forth in this Agreement.

SECTION 2: REPRESENTATIONS, COVENANTS AND WARRANTIES

Seller hereby represents, covenants, warrants and agrees as follows:

2.1 Authorization. Seller (a) is duly organized, validly existing and in good standing under the laws of the state of its organization and is and will continue to be duly qualified to do business in all states in which such qualification is necessary, except where the failure to so qualify would not have a material adverse effect on the ability of Seller to perform its obligations under the Lease and/or this Agreement or otherwise impair Buyer's rights or remedies, (b) has the authority and power to execute, deliver and perform this Agreement and the Lease; such execution will not result in a violation or breach of the provisions of any agreement or other instrument to which Seller is a party or of any judgment, order, law or regulation applicable to Seller, and (c) may lawfully sale, transfer and assign the Lease and Leased Property to Buyer.

2.2 Due Execution. This Agreement and the Lease have been duly executed and delivered by Seller and constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with the terms hereof and thereof, subject only to bankruptcy, insolvency or similar laws affecting creditors' rights generally; Seller is not in default under the Lease; the Lease and related documents have been originated in accordance with applicable law and all required disclosures have been made, and no consent of any other party is required, including without limitation any governmental agency or regulatory authority.

2.3 Warranty of Title. Seller (a) is the sole legal owner of the Lease and has no participants or co-owners therein, (b) has not assigned the Lease and/or any of its rights thereunder or in the Leased Property, or granted any security interest in the Leased Property, to anyone other than Buyer, and (c) Seller has either (i) good and marketable title to the Leased Property, free and clear of all security interests, liens, claims, attachments, disputes, set-offs, counterclaims, and other encumbrances and rights (other than those of the Lessee and, in the case of software, has such rights under the applicable software license(s) as were assigned to Seller by Lessee, to the extent assignable) or (ii), with respect to any Lease that is deemed a lease intended as security, loan, installment or conditional sales contract, Seller has a perfected first priority security interest in the Leased Property (and in the case of software, has such rights under the applicable software license(s) as were assigned to Seller by Lessee and the applicable software supplier, to the extent assignable) covered by such Lease securing the Lessee's obligations under such Lease. Seller will defend the Leased Property against all claims and demands of all persons (other than Buyer, or Lessee to the extent consistent with the Lease) claiming the Leased Property or any interest therein. Buyer does not authorize and Seller will not transfer, assign, sell, encumber or otherwise dispose of the Leased Property without prior written consent of Buyer.

2.4 Original Lease. The original Schedule, related documents and a certified copy of the original Master Lease and related master documents, each as now in effect, have been or contemporaneously herewith are being delivered by Seller to Buyer; there is and shall be only one counterpart of the Lease. Lessor will not execute any copies of any Lease other than a copy for delivery to the Lessee named in such Lease. In the case of a master lease, the original of a Lease shall mean the original of the equipment schedule involved plus a certified copy of the related master lease. With respect to a Lease left in the possession of Lessor, Lessor will deliver to Buyer upon request proof satisfactory to Buyer of the existence of any such Lease and will permit Buyer to stamp any such Lease or Leases with a legend reflecting Buyer's interest therein.

2.5 Totality of Documents. The Lease and Lease Documents constitute the exclusive statement of the agreement between Seller and Lessee and between Seller and any other party or parties with respect to the subject matter of the Lease and Leased Property. "Lease Documents" means with respect to a Lease the written documents

provided to Buyer evidencing Seller's agreement with the Lessee constituting such Lease furnished to Buyer at the time such Lease is assigned to Buyer hereunder.

2.6 Compliance with Laws. The Lease complies with all applicable laws and regulations, and Seller has made all disclosures to the Lessee required by law prior to the execution of the Lease.

2.7 Lease Enforceable. The Lease Documents and any guaranty (a) represents an existing, legally valid and enforceable obligation of the Lessee and any guarantor, respectively, in accordance with their terms, (b) all signatures, names, addresses, amounts and other facts contained in the Lease Documents and any guaranty are genuine, complete and correct, (c) are not subject to any defense, claim, counterclaim or setoff, and there is no default by Lessee or any guarantor, (d) the Lease constitutes a valid reservation of title to or a perfected first priority security interest in the Leased Property effective against all persons, and any filing, recordation or any other action or procedure permitted or required by law to perfect such security interest has been accomplished, (e) Lessee's obligation to pay rent under the Lease is absolute and unconditional and not subject to any abatement, recoupment, defense, claim, counterclaim, reduction, set-off, or any other adjustment of any kind for any reason whatsoever, and (f) no facts exist which would impair the value or validity of the Lease, any guaranty, and related documents, any rights created thereby, the Leased Property or this Agreement.

2.8 No Lease Default. As of the date hereof, (a) no payment due under the Lease was more than 10 days past due, (b) no nonpayment default was in existence thereunder, (c) no event has occurred and is continuing which with the lapse of time or giving of notice would constitute a default, and (d) Seller has no knowledge that the Lessee is asserting or has any basis to assert any defense, setoff, or counterclaim to its obligations under the Lease. Seller has not granted any extensions or waivers under the Lease.

2.9 Delivery and Acceptance. All of the Leased Property has been delivered and unconditionally accepted by the Lessee and the Lessee has acknowledged and certified in writing such receipt and acceptance of the Leased Property.

2.10 Lessee Consent. No consent of the Lessee is required for Lessor to grant a security interest in the Lease and Leased Property to Buyer hereunder, or, if required, it has been obtained.

2.11 Motor Vehicles; Aircraft. Each item of Leased Property constituting a motor vehicle or other titled vehicle shall be registered, and a certificate of title shall be applied for within ten (10) days of the date hereof and issued thereafter showing Buyer as the sole owner and/or secured party, as applicable, under the laws of each state requiring such registration. Each item of Leased Property constituting an aircraft or registrable aircraft part or component shall be registered with the F.A.A. as required.

2.12 No Removal. Seller will not permit any Lessee to remove any nonmotor vehicle Leased Property from the location of such Leased Property specified in the Lease, except for temporary periods not exceeding 30 days and as specified in the Lease, without prior notice to Buyer of the new location or locations. Lessor will not change the state of registration of Leased Property constituting a motor vehicle without prior notice to Buyer of the new state.

2.13 UCC Filings. Seller has filed or will file a UCC financing statement or statements with respect to the Lease and Leased Property, naming the Lessee as debtor, and will assign such financing statement to Buyer.

2.14 Authorization to File UCC Financing Statements; Recordation and Filing. Seller hereby authorizes Buyer, its successors and assigns to file, at Buyer's expense, with the appropriate filing offices any financing statements and financing statement amendments listing Seller as debtor and relating solely to the Lease and Leased Property described herein from time to time substantially in the form attached hereto as Exhibit A. This authorization shall be deemed to be in accordance with all the requirements of the UCC and no further authorization or act shall be deemed required to authorize Buyer to file such financing statements or financing statement amendments. Seller shall execute, if required, and Buyer shall prepare and file, if not already filed, such financing statements or other documents and such continuation statements with respect to financing statements previously filed relating to the Lease, Leased Property and this Agreement as may be required from time to time by Buyer.

2.15 Power of Attorney in Respect to the Lease. Seller does hereby irrevocably constitute and appoint Buyer its true and lawful attorney with full power of substitution, for it and in its name, place and stead, solely with respect to the Lease and Leased Property, to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all rents, income and other sums which are assigned to Buyer in this Agreement with full power to settle, adjust or compromise any claim thereunder as fully as Seller could itself do, and to endorse the

name of Seller on all commercial paper given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of Seller, or otherwise, which Buyer may deem necessary or appropriate to collect any and all sums which may be or become due or payable under the Lease, or which may be necessary or appropriate to protect and preserve the right, title and interest of Buyer in and to the Lease and Leased Property.

2.16 Notice of Default. Seller further covenants and agrees that it shall give Buyer prompt written notice, but in no event later than 15 days, of any payment default and 30 days of any other event or condition constituting a default under the Lease of which Seller has actual notice.

2.17 Retention of Title. Seller shall not encumber, sell, allow Lessee to sublease the Leased Property (except as expressly provided in the Lease), assign or otherwise dispose of any interest in the Lease or Leased Property.

2.18 Taxes. Seller will pay, or use its best efforts to cause Lessee to pay, all personal property, sales, use, and other taxes levied or assessed against the Leased Property and in connection with the Lease prior to the date on which penalties attach thereto.

2.19 Disclaimer of Tax Benefits. Seller acknowledges and agrees that Buyer has made absolutely no representations or warranties as to the availability of tax benefits, including but not limited to the investment tax credit and depreciation deductions.

2.20 Insurance. Seller has procured and will maintain, or has caused to be procured and maintained by Lessee, insurance issued by responsible insurance companies insuring the Leased Property against damage and loss by theft, fire, collision (in the case of motor vehicles), and such other risks as are usually carried by owners of similar properties or as may be requested by Buyer, in such amounts and payable in such manner as Buyer shall request. Seller hereby assigns to Buyer any and all moneys due or to become due under, and all other rights of Seller with respect to, any and all such policies of insurance covering the Leased Property. Seller shall on or about the time of assignment of the Lease hereunder, direct Seller's (or Lessee's, as applicable) insurer to name Buyer as the sole loss payee and additional insured with respect to the Leased Property and will furnish evidence of such insurance to Buyer upon request.

2.21 Assurances. Seller will execute, from time to time, such financing statements, assignments, and other documents and arrange for notations on motor vehicle certificates of title, as Buyer may reasonably deem appropriate in order to perfect its interest in the Lease and Leased Property (including any Leased Property or other collateral acquired by Lessee after the related Lease has been assigned to Buyer hereunder); will disclose upon request by Buyer the name of the record owner and the legal description of any real property to which any Leased Property may be deemed fixtures; and will notify Buyer promptly upon acquiring any additional Leased Property or other collateral for a Lease previously assigned to Buyer hereunder.

2.22 Inspection Rights. Seller will permit Buyer to examine Seller's books and records with respect to the Lease and Leased Property and make extracts therefrom and copies thereof at any time and from time to time, and Seller will furnish such information and reports to Buyer regarding the Lease and Leased Property as Buyer may from time to time request. Seller will also permit Buyer to inspect the Leased Property at any time and from time to time as Buyer may reasonably request subject to the terms of the Lease.

2.23 Duties; Records. Seller shall perform all of its duties and obligations under the Lease, and keep accurate books, records and accounts with respect to the Lease.

2.24 Financial Statements.

(a) The audited consolidated financial statement as of the end of the most recent fiscal year of Seller, a copy of which has been furnished to Buyer, has been prepared in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding fiscal year and presents fairly the financial condition of Seller and its consolidated subsidiaries at such date, and the results of their operations for the year then ended, and since such date there has been no material adverse change in their financial condition.

(b) Seller will furnish to Buyer: (i) within one hundred eighty (180) days after the end of each fiscal year, or upon Buyer's request, Seller's annual audited consolidated financial statement, certified by an independent certified public accountant; (ii) promptly, such other information regarding the operations, business and financial condition of Seller which is made available to the public and/or listed with the Securities and Exchange

Commission pursuant to the Securities Act of 1933 and/or the Securities Exchange Act of 1934 as amended, and (iii) with reasonable promptness, such other information regarding Seller's operations, business and financial affairs as Buyer may reasonably request.

2.25 Lease Liability. This Agreement shall not relieve Seller from or cause Buyer to be liable for the obligations of Seller under the Lease. Seller also shall use its best efforts to cause the Lessee to perform Lessee's obligations under the Lease.

2.26 Risk of Loss. Risk of loss of, damage to or destruction of the Leased Property shall be borne by Seller (except as such risks are to be borne by the Lessee under the Lease, unless the occurrence of such risk would entitle the Lessee to an abatement of rental payments due under the Lease as a result thereof), and Seller shall insure the Leased Property against such risks to be borne by it in each case in an amount not less than the outstanding balance due from and after the date on which such risk might occur. All policies for such insurance shall contain loss payable clauses in favor of Seller and Buyer as their respective interest may appear. Seller hereby assigns and sets over unto Buyer all monies which may become payable on account of any amounts so due to the extent said monies are not used to repair or replace said Leased Property; provided that, if the Lease is terminated in whole or in part as a result of said loss, damage or destruction, Buyer then shall receive all of the insurance proceeds applicable thereto to the full extent of said termination.

SECTION 3: APPLICATION OF MONIES RECEIVED

3.1 Application of Rents and Other Payments by Lessee. Except as set forth in the Servicing Addendum, Seller agrees to instruct the Lessee to make all payments due under the Lease (excluding Excepted Amounts) directly to Buyer or in accordance with Buyer's instructions until such time as Seller's obligations hereunder have been discharged and Buyer shall have received all Assigned Lease Payments, together with any other amounts due to Buyer under this Agreement, including without limitation in Section 1.3. Seller agrees that should it receive any payments or any proceeds for or with respect to the Lease and/or Leased Property (other than Excepted Amounts), such payments shall be held in trust for the benefit of Buyer and it will promptly forward such payments to Buyer or in accordance with Buyer's instructions. The rents and other sums received by Buyer pursuant to this Agreement shall, so long as no event of default referred to in Section 4 hereof has occurred and is continuing, be paid and applied as follows:

(a) Rents. The amounts from time to time received by Buyer which constitute payment of rent under the Lease shall be applied first, to the payment of the Assigned Lease Payments then due and payable; second, any balance on such payment of rentals shall be applied to each successive payment due under this Agreement.

(b) Casualty Occurrence Payments. Any amounts received by Buyer which constitute settlement by the Lessee of a Casualty or payment by the Lessee pursuant to the Lease, shall be paid and applied to prepay the Assigned Lease Payments, together with any other amounts due to Buyer under this Agreement, including without limitation in Section 1.3.

3.2 Application of Payments in Event of Default. Notwithstanding anything else contained in this Section, if any event of default referred to in Section 4 hereof has occurred and is continuing, all amounts received by Buyer (other than Excepted Amounts) under this Agreement shall be applied in the manner provided for in Section 4 with respect to proceeds and avails of the Leased Property.

SECTION 4: DEFAULTS AND OTHER PROVISIONS

4.1 Event of Default Defined. The term "*Event of Default*" shall mean (a) any one or more breaches and/or failures by Seller in the due observance or performance of any representation, covenant, warranty, condition or agreement required under this Agreement (without regard to Seller's or Buyer's reliance thereon) following written notice to Seller with thirty days to cure such breach or failure; (b) any one or more breaches and/or failures by Seller in the due observance or performance of any representation, covenant, warranty, condition or agreement required to be observed or performed by Seller pursuant to the terms of the Lease (without regard to Seller's or Buyer's reliance thereon) and the continuance thereof following written notice to Seller with thirty days to cure such failure; or (c) an Event of Default as such term is defined in the Lease.

4.2 Remedies Upon Event of Default. Upon the occurrence and during the continuance of an Event of Default, Buyer shall be entitled to take all actions permitted to a Buyer under the Uniform Commercial Code and any other applicable law, including but not limited to selling the Lease and its right in the Leased Property at private

or public sale, in bulk or in parcels, with or without notice, and without having the Leased Property present at such sale. In addition to, and without in any way limiting the foregoing:

(a) Upon the occurrence and during the continuance of an Event of Default under Section 4.1(c), Seller shall cooperate with Buyer in all commercially reasonable ways to enable Buyer to collect the rent or other amounts due under the Lease, take possession of the Leased Property, or otherwise obtain any remedy available under the Lease or protect Buyer's investment and interest.

(b) Upon the occurrence and during the continuance of an Event of Default under Section 4.1(a) or 4.1(b), Seller shall, within thirty (30) days after Buyer's written demand to Seller, immediately prepay to Buyer the full amount of the then outstanding and unpaid Assigned Lease Payments, together with any other amounts due to Buyer under this Agreement, including without limitation in Section 1.3 (the "Pay-Off Amount"). Upon receipt of the Pay-Off Amount, Buyer agrees to release its interest in the Lease and Leased Property. Seller's obligations under this paragraph shall be absolute and unconditional, and Buyer shall not be required to first seek or exhaust any other remedies against any Lessee or any Leased Property. Should Seller refuse to pay the Pay-Off Amount to Buyer within said thirty (30) day period, then Seller shall also be obligated to pay Buyer all costs, expenses, and reasonable attorney's fees incurred by Buyer in connection with the enforcement and collection of said Pay-Off Amount. All amounts received by Buyer in connection with the exercise of any remedies under the Lease shall be applied first to Buyer's costs and expenses, including reasonably attorney's fees and legal costs, and then to the Pay-Off Amount.

(c) In the event the Lease is prepaid for any reason whatsoever, including without limitation, a casualty loss to the Leased Property, a default by Lessee under the terms of the Lease, or pursuant to the express terms of the Lease, and the amount due from Lessee pursuant to the terms of the Lease is not sufficient to pay Buyer's Pay-Off Amount, Seller shall upon demand pay to Buyer an amount equal to the difference between the Pay-Off Balance and the amount due pursuant to the terms of the Lease.

4.3 Sale of Leased Property. Any sale by Buyer whether under any power of sale hereby given or by virtue of judicial proceedings, applicable law, or otherwise, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Seller in and to the property sold and shall be a perpetual bar, both at law and in equity, against Seller, its successors and assigns and any and all persons claiming the property sold or any part thereof under, by or through Seller, its successors or assigns (subject, however, to the then existing rights, if any of the Lessee under the Lease and to the rights and interest of Seller, its successors and assigns, in the proceeds of such sale which are in excess of the amount required to satisfy the Assigned Lease Payments, together with any other amounts due to Buyer under this Agreement, including without limitation in Section 1.3, and the provisions of Section 4.4(a) and 4.4(b) hereof).

4.4 Application of Sale Proceeds and Other Recoveries. The proceeds of any sale of the Lease or Leased Property or any part thereof, and the proceeds and the avails of any remedy hereunder shall be paid and applied as follows:

(a) To the payment of cost and expenses, including reasonable attorney's fees and costs, of foreclosure, suit, or enforcement of Buyer's rights or remedies, whether a judicial proceeding has been initiated or not, if any, and of such sale, and the reasonable compensation of the agents, attorneys and the counsel of Buyer and of all proper expenses, liabilities and advances incurred or made hereunder by Buyer, its successor or assigns, and of all taxes, assessments or liens (if any) superior to the lien or interest of Buyer, except any taxes, assessments or other superior lien subject to which said sale may have been made;

(b) To the payment to Buyer, its successor or assigns to the amount then owing on the Assigned Lease Payments, together with any other amounts due to Buyer under this Agreement, including without limitation in Section 1.3 and other sums, and in case any such proceeds shall be insufficient to pay the Assigned Lease Payments, together with any other amounts due to Buyer under this Agreement, including without limitation in Section 1.3, then to the payment of such amounts then owing as Buyer, its successor or assigns shall elect; and

(c) To the payment to Seller of all sums remaining, if any.

4.5 No Waiver; Remedies Cumulative. No delay or omission of Buyer, its successors or assigns, to exercise any right or power arising from any default on the part of Seller shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by Buyer, its successors or assigns

of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default or to impair the rights resulting therefrom, except as may be otherwise provided herein.

SECTION 5: MISCELLANEOUS

5.1 Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, premises and agreements in this Agreement contained by or on behalf of Seller or by or on behalf of Buyer shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

5.2 Communications. All communications and notices provided for herein shall be in writing and shall be deemed to have been given on the fourth business day after the same have been deposited in the United States mail, registered or certified, postage prepaid, addressed as follows:

If to Buyer: Avtech Capital, LLC
6995 Union Park Center, Suite 400
Cottonwood Heights, Utah 84047
Attn: Documentation Manager

If to Seller: Balboa Capital Corporation
575 Anton Blvd., 12th Floor
Costa Mesa, CA 92626
Attn: Customer Service

or as to any of the foregoing parties at such other address as such party may designate by notice duly given in accordance with this Section to other parties.

5.3 Governing Law; Jurisdiction; Venue. This Agreement has been delivered in the State of Utah and shall in all respects be governed by and construed in accordance with the laws of the State of Utah, regardless of conflicts of law principles. All matters or disputes in any way relating to or arising out of this Agreement and/or the relationship of the parties hereto shall be heard exclusively in the state and federal courts in Salt Lake County, Utah, and Seller hereby unconditionally and irrevocably submits to the exclusive and mandatory jurisdiction and venue of such courts, waives any objection to such exclusive and mandatory jurisdiction, venue or convenience of forum, and covenants to not initiate any action or proceeding in any other jurisdiction or venue.

5.4 Further Assurances. The parties agree to execute and deliver such additional documents and to take such other and further action as may be required to fully carry out the transactions contemplated herein. Seller shall perform all obligations of the Lessor under the Lease however arising, as if this Agreement had not been made.

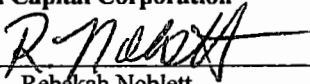
5.5 Modification. This Agreement may not be modified except by a written agreement signed by both parties.

5.6 Jury Trial Waiver. THE PARTIES TO THIS AGREEMENT HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT AND ANY OF THE RELATED DOCUMENTS, AND DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN THEM. The scope of this waiver is intended to be all encompassing of any and all disputes that may be filed in any court (including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims). THIS WAIVER IS IRREVOCABLE MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENT RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

IN WITNESS WHEREOF, The parties hereto, intending to be legally bound hereby have caused this Sale and Assignment Agreement to be executed to be effective as of the day and year first above written.

SELLER

Balboa Capital Corporation

By: 
Name: Rebekah Noblett
Title: Vice President

BUYER

Avtech Capital, LLC

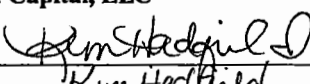
By: 
Name: Kim Hadfield
Title: Documentation Manager

Exhibit D

CERTIFICATE OF ORIGIN FOR A VEHICLE

FCA

DATE
11/03/2022

INVOICE NO.
NDP056337470

VEHICLE IDENTIFICATION NO.
3C7WRNFL1NG402579

YEAR
2022

MAKE
RAM

BODY TYPE

SHIPPING WEIGHT

CREW CAB CHASSIS

8293

H.P. (S.A.E.)
46.0

G.V.W.R.
2 TON 19500#

NO. CYLS.
6

SERIES OR MODEL
5500 4X4 DP0L94



I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

DEALER NUMBER 60590/60590

AUTONATION CHRYSLER DODGE JEEP
RAM SPRING
21027 NORTH FWY # IH-45
SPRING TX 77388

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

MAIL TO:

AUTONATION CHRYSLER DODGE JEEP
RAM SPRING
21027 NORTH FWY # IH-45
SPRING TX 77388

FCA US LLC

BY:

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

30378502

AUBURN HILLS MICHIGAN

"CERTIFIED FOR SALE IN ALL 50 STATES"

03-100-0102 REV. 4/22

[illegible]

CERTIFICATE OF ORIGIN FOR A VEHICLE

FCA

DATE
11/02/2022

INVOICE NO.
NDP056337472

VEHICLE IDENTIFICATION NO.
3C7WRNFLXNG402581
BODY TYPE

YEAR
2022

MAKE
RAM

SHIPPING WEIGHT

CREW CAB CHASSIS

8293

H.P. (S.A.E.)

G.V.W.R.

NO. CYLS.

SERIES OR MODEL

46.0

2 TON 19500#

6

5500 4X4 DP0L94



I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC

DEALER NUMBER 60590/60590

AUTONATION CHRYSLER DODGE JEEP
RAM SPRING
21027 NORTH FWY # IH-45
SPRING TX 77388

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

MAIL TO:

AUTONATION CHRYSLER DODGE JEEP
RAM SPRING
21027 NORTH FWY # IH-45
SPRING TX 77388

FCA US LLC

BY:

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

30373567

AUBURN HILLS MICHIGAN

"CERTIFIED FOR SALE IN ALL 50 STATES"

03-100-0102 REV. 4/22

DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 1	<p>I, the undersigned, seller certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrants title to the vehicle FOR VALUE RECEIVED. I TRANSFER THE VEHICLE DESCRIBED ON THIS PAGE OF THIS CERTIFICATE TO:</p> <p>NAME OF PURCHASER: <u>Tricolor Auto Group, LLC</u></p> <p>ADDRESS: <u>6021 Connection DR. Irving TX 75039</u></p> <p>I certify to the best of my knowledge that the odometer reading is <u>8</u> miles.</p> <p>DEALER: <u>Tricolor Auto Group, LLC</u> BY: <u>[Signature]</u></p> <p>Date of: <u>10/1/2011</u> Before this: <u>10/1/2011</u> day of <u>October</u></p> <p>State of: <u>TX</u> Notary Public: <u>[Signature]</u></p>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 2	<p>I, the undersigned, seller certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrants title to the vehicle FOR VALUE RECEIVED. I TRANSFER THE VEHICLE DESCRIBED ON THIS PAGE OF THIS CERTIFICATE TO:</p> <p>NAME OF PURCHASER: _____</p> <p>ADDRESS: _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ miles.</p> <p>DEALER: _____ BY: _____</p> <p>Date of: _____ Before this: _____ day of _____</p> <p>State of: _____ Notary Public: _____</p>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 3	<p>I, the undersigned, seller certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrants title to the vehicle FOR VALUE RECEIVED. I TRANSFER THE VEHICLE DESCRIBED ON THIS PAGE OF THIS CERTIFICATE TO:</p> <p>NAME OF PURCHASER: _____</p> <p>ADDRESS: _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ miles.</p> <p>DEALER: _____ BY: _____</p> <p>Date of: _____ Before this: _____ day of _____</p> <p>State of: _____ Notary Public: _____</p>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 4	<p>I, the undersigned, seller certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrants title to the vehicle FOR VALUE RECEIVED. I TRANSFER THE VEHICLE DESCRIBED ON THIS PAGE OF THIS CERTIFICATE TO:</p> <p>NAME OF PURCHASER: _____</p> <p>ADDRESS: _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ miles.</p> <p>DEALER: _____ BY: _____</p> <p>Date of: _____ Before this: _____ day of _____</p> <p>State of: _____ Notary Public: _____</p>
CO-SIGNED DISCLOSURE FOR RETAIL SALE	<p>I, the undersigned, seller certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrants title to the vehicle FOR VALUE RECEIVED. I TRANSFER THE VEHICLE DESCRIBED ON THIS PAGE OF THIS CERTIFICATE TO:</p> <p>NAME OF PURCHASER: <u>AVTECH CAPITAL LLC</u></p> <p>ADDRESS: <u>6995 UNION PARK CENTER, SUITE 400</u></p> <p>CITY: <u>COTTONWOOD HEIGHTS, UT 84047</u></p> <p>I certify to the best of my knowledge that the odometer reading is _____ miles.</p> <p>DEALER: _____ BY: _____</p> <p>Date of: _____ Before this: _____ day of _____</p> <p>State of: _____ Notary Public: _____</p>

CERTIFICATE OF ORIGIN FOR A VEHICLE

FCA



DATE
10/27/2022

VEHICLE IDENTIFICATION NO.
3C7WRNFL6NG409429
BODY TYPE

YEAR
2022

INVOICE NO.
NDP056658772
MAKE
RAM

SHIPPING WEIGHT

CREW CAB CHASSIS

8293

H.P. (S.A.E.) G.V.W.R.
46.0 2 TON 19500#

NO. CYLS
6

SERIES OR MODEL
5500 4X4 DP0L94



I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC

DEALER NUMBER 60590/60590

AUTONATION CHRYSLER DODGE JEEP
RAM SPRING
21027 NORTH FWY # IH-45
SPRING TX 77388

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

MAIL TO:

AUTONATION CHRYSLER DODGE JEEP
RAM SPRING
21027 NORTH FWY # IH-45
SPRING TX 77388

FCA-US-LLC

BY:

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

30346464

AUBURN HILLS MICHIGAN

"CERTIFIED FOR SALE IN ALL 50 STATES"

83-100-0102 REV. 4/22

DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 1	<p>Each undersigned dealer certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle.</p> <p>FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:</p> <p>NAME OF PURCHASER(S) <u>Tricolor Auto Group LLC</u></p> <p>ADDRESS <u>6021 Connection Dr. Irving TX 75039</u></p> <p>I certify to the best of my knowledge that the odometer reading is _____ to Ten Thousand</p> <p>DEALER <u>STATE OF TEXAS</u> DEALER'S EXCELLENCE NUMBER <u>NY</u> <u>8</u></p> <p>Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____.</p> <p>Notary Public _____</p>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 2	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ to Ten Thousand</p> <p>DEALER <u>STATE OF TEXAS</u> DEALER'S EXCELLENCE NUMBER <u>NY</u> <u>1</u></p> <p>Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____.</p> <p>Notary Public _____</p>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 3	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ to Ten Thousand</p> <p>DEALER <u>STATE OF TEXAS</u> DEALER'S EXCELLENCE NUMBER <u>NY</u> <u>1</u></p> <p>Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____.</p> <p>Notary Public _____</p>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 4	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ to Ten Thousand</p> <p>DEALER <u>STATE OF TEXAS</u> DEALER'S EXCELLENCE NUMBER <u>NY</u> <u>1</u></p> <p>Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____.</p> <p>Notary Public _____</p>
ODOMETER DISCLOSURE FOR RETAIL SALE	<p>I solemnly swear to state the odometer mileage in connection with the transfer of ownership. I agree to complete or purchase a title statement and pay the fees and/or argument.</p> <p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ NO Ten Thousand <input type="checkbox"/> The mileage stated is in excess of 100,000 miles <input type="checkbox"/> The odometer reading is not the actual mileage.</p> <p>Signature of Seller(s) _____ Date of Statement _____</p> <p>Signature of Buyer(s) _____ Date of Sale _____</p> <p>Signature of Purchaser(s) _____</p> <p>Notary Public _____</p>
MEMORANDUM	<p>TO: <u>AVTECH CAPITAL LLC</u></p> <p>FROM: <u>6995 UNION PARK CENTER, SUITE 400</u></p> <p>DATE: <u>COTTONWOOD HEIGHTS, UT 84047</u></p>

CERTIFICATE OF ORIGIN FOR A VEHICLE

FCA

DATE
09/07/2022

INVOICE NO.
NDP054951238

VEHICLE IDENTIFICATION NO.
3C7WRNBL7NG335041

YEAR
2022

MAKE
RAM

BODY TYPE
REG CAB CHASSIS

SHIPPING WEIGHT
7739

H.P. (SAE) 46.0 G.V.W.R. 2 TON 19500#

NO. CYLS. 6

SERIES OR MODEL
5500 4X4 DP0L64



I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

DEALER NUMBER 60590/60590

AUTONATION CHRYSLER DODGE JEEP
RAM SPRING
21027 NORTH FWY # IH-45
SPRING TX 77388

It is further certified that this was the first-transfer of such new vehicle in ordinary trade and commerce.

MAIL TO:

00256
AUTONATION CHRYSLER DODGE JEEP
RAM SPRING
21027 NORTH FWY # IH-45
SPRING TX 77388

FCA US LLC

BY:

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

30156837

AUBURN HILLS MICHIGAN
CITY - STATE

"CERTIFIED FOR SALE IN ALL 50 STATES"

83-100-0102 REV. 4/22

DISTRIBUTION DEALER ASSIGNMENT NUMBER 1	I hereby warrant and agree on behalf of the State of my knowledge, information and belief under penalty of law that the vehicle is being sold has not been registered in this or any other state or territory and the vehicle is not subject to any liability therefor other than those checked herein and assume title to the vehicle. EXPIRATION DATE OF THIS WARRANTY: _____ NAME OF PURCHASER: Tricolor Auto Group LLC ADDRESS: 6021 Connection Drive, Irving TX 75039 I certify to the best of my knowledge that the odometer reading is _____ mi. DEALER: _____ NAME OF PURCHASER: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ I hereby warrant and agree on behalf of the State of my knowledge, information and belief under penalty of law that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____, 20____. NOTARY PUBLIC: _____
DISTRIBUTION DEALER ASSIGNMENT NUMBER 2	NAME OF PURCHASER: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ I certify to the best of my knowledge that the odometer reading is _____ mi. DEALER: _____ NAME OF PURCHASER: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ I hereby warrant and agree on behalf of the State of my knowledge, information and belief under penalty of law that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____, 20____. NOTARY PUBLIC: _____
DISTRIBUTION DEALER ASSIGNMENT NUMBER 3	NAME OF PURCHASER: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ I certify to the best of my knowledge that the odometer reading is _____ mi. DEALER: _____ NAME OF PURCHASER: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ I hereby warrant and agree on behalf of the State of my knowledge, information and belief under penalty of law that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____, 20____. NOTARY PUBLIC: _____
DISTRIBUTION DEALER ASSIGNMENT NUMBER 4	NAME OF PURCHASER: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ I certify to the best of my knowledge that the odometer reading is _____ mi. DEALER: _____ NAME OF PURCHASER: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ I hereby warrant and agree on behalf of the State of my knowledge, information and belief under penalty of law that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____, 20____. NOTARY PUBLIC: _____
CHARACTER DISCLOSURE FOR RETAIL SALE	I hereby warrant and agree on behalf of the State of my knowledge, information and belief under penalty of law that the vehicle is being sold has not been registered in this or any other state or territory and the vehicle is not subject to any liability therefor other than those checked herein and assume title to the vehicle. EXPIRATION DATE OF THIS WARRANTY: _____ NAME OF PURCHASER: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ I certify to the best of my knowledge that the odometer reading is _____ mi. DEALER: _____ NAME OF PURCHASER: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ I hereby warrant and agree on behalf of the State of my knowledge, information and belief under penalty of law that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____, 20____. NOTARY PUBLIC: _____ I hereby warrant and agree on behalf of the State of my knowledge, information and belief under penalty of law that the vehicle is being sold has not been registered in this or any other state or territory and the vehicle is not subject to any liability therefor other than those checked herein and assume title to the vehicle. EXPIRATION DATE OF THIS WARRANTY: _____ NAME OF PURCHASER: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ I certify to the best of my knowledge that the odometer reading is _____ mi. DEALER: _____ NAME OF PURCHASER: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ I hereby warrant and agree on behalf of the State of my knowledge, information and belief under penalty of law that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____, 20____. NOTARY PUBLIC: _____ I hereby warrant and agree on behalf of the State of my knowledge, information and belief under penalty of law that the vehicle is being sold has not been registered in this or any other state or territory and the vehicle is not subject to any liability therefor other than those checked herein and assume title to the vehicle. EXPIRATION DATE OF THIS WARRANTY: _____ NAME OF PURCHASER: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ I certify to the best of my knowledge that the odometer reading is _____ mi. DEALER: _____ NAME OF PURCHASER: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ I hereby warrant and agree on behalf of the State of my knowledge, information and belief under penalty of law that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____, 20____. NOTARY PUBLIC: _____

CERTIFICATE OF ORIGIN FOR A VEHICLE

DATE
11/14/2022

VEHICLE IDENTIFICATION NO.
3C7WRNFL5NG441465

BODY TYPE

CREW CAB CHASSIS

H.P. (S.A.E.)

46.0

G.V.W.R.

2 TON 19500#

YEAR
2022

NO. CYLS.

6

INVOICE NO.

NDP054926111

MAKE

RAM

SHIPPING WEIGHT

8293

SERIES OR MODEL

5500 4X4 DP0L94



I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

DEALER NUMBER 45810/45810

Pegasus Chrysler Dodge Jeep Ram

305 S I 45

ENNIS

TX 75119

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

MAIL TO:

Pegasus Chrysler Dodge Jeep Ram

305 S I 45
ENNIS

TX 75119

FGA-US-LLC

BY:

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

30417601

"CERTIFIED FOR SALE IN ALL 50 STATES"

AUBURN HILLS MICHIGAN

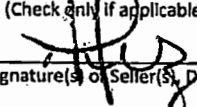
CITY - STATE

13-100-3102 REV. 4/22

R7700601

DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 1	<p>Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THIS PAGE OF THIS CERTIFICATE TO</p> <p>NAME OF PURCHASER: <u>Tricolor Auto Group LLC</u></p> <p>ADDRESS: <u>6021 Connection Dr Irving TX</u></p> <p>I certify to the best of my knowledge that the odometer reading is <u>18</u> miles. No Tenth</p> <p>DEALER: _____ BY: _____</p> <p>Date of: _____ Before this day of _____</p> <p>County of: _____</p> <p>NOTARIZATION ONLY IF REQUIRED BY THE STATE OF TEXAS</p>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 2	<p>NAME OF PURCHASER: _____</p> <p>ADDRESS: _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ miles. No Tenth</p> <p>DEALER: _____ BY: _____</p> <p>Date of: _____ Before this day of _____</p> <p>County of: _____</p> <p>NOTARIZATION ONLY IF REQUIRED BY THE STATE OF TEXAS</p>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 3	<p>NAME OF PURCHASER: _____</p> <p>ADDRESS: _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ miles. No Tenth</p> <p>DEALER: _____ BY: _____</p> <p>Date of: _____ Before this day of _____</p> <p>County of: _____</p> <p>NOTARIZATION ONLY IF REQUIRED BY THE STATE OF TEXAS</p>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 4	<p>NAME OF PURCHASER: _____</p> <p>ADDRESS: _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ miles. No Tenth</p> <p>DEALER: _____ BY: _____</p> <p>Date of: _____ Before this day of _____</p> <p>County of: _____</p> <p>NOTARIZATION ONLY IF REQUIRED BY THE STATE OF TEXAS</p>
ODOMETER DISCLOSURE FOR RETAIL SALE	<p>Federal law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to provide or provide false statement may result in fines and/or imprisonment.</p> <p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading: <u>NO Tenth</u> <input type="checkbox"/> The mileage stated is in excess of its mechanical limits <input type="checkbox"/> The odometer reading is not the actual mileage</p> <p>WARRANTY ODOMETER DISCREPANCY</p> <p>Signature of Seller: _____ Date of Statement: _____ Date of Sale: _____</p> <p>Printed Name of Seller: _____ Dealer's No: _____</p> <p>Signature of Purchaser: _____</p> <p>Printed Name of Purchaser: _____</p> <p>Signature of Approver: _____</p> <p>Printed Name of Approver: _____</p> <p>Signature of Purchaser: _____</p> <p>Printed Name of Purchaser: _____</p> <p>State of: _____</p> <p>County of: _____</p> <p>NOTARIZATION ONLY IF REQUIRED BY THE STATE OF TEXAS</p>
LESSOR	<p>NAME OF LESSOR: <u>ANTECH CAPITAL LLC</u></p> <p>ADDRESS: <u>6995 UNION PARK CENTER, SUITE 400</u></p> <p>CITY: <u>COTTON WOOD HEIGHTS, UT 84047</u></p>

Application for Texas Title and/or Registration

Applying for (please check one): <input type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration						TAX OFFICE USE ONLY		
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____						County: _____ Doc #: _____ <input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$: _____		
1. Vehicle Identification Number 7HCGC4533PB040359		2. Year 2023	3. Make TXPR	4. Body Style CARHAULER	5. Model	6. Major Color BLACK	7. Minor Color	
8. Texas License Plate No.	9. Odometer Reading (no tenths)	10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt			11. Empty Weight 10,060	12. Carrying Capacity (if any) 15,930		
13. Applicant Type <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit						14. Applicant Photo ID Number or FEIN/EIN		
15. ID Type <input type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID						<input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> Other Military Status of Forces Photo ID		
16. Applicant First Name (or Entity Name) TRICOLOR AUTO GROUP, LLC		Middle Name		Last Name		Suffix (if any)		
17. Additional Applicant First Name (if applicable)		Middle Name		Last Name		Suffix (if any)		
18. Applicant Mailing Address 6021 CONNECTION DR, 4TH FLOOR, IRVING, TX 75039						19. Applicant County of Residence		
20. Previous Owner Name (or Entity Name) TEXAS PRIDE TRAILERS, LLC		City MADISONVILLE		State TX	21. Dealer GDN (if applicable) P160574X	22. Unit No. (if applicable)		
23. Renewal Recipient First Name (or Entity Name) (if different)		Middle Name		Last Name		Suffix (if any)		
24. Renewal Notice Mailing Address (if different)		City		State		Zip		
25. Applicant Phone Number (optional)		26. Email (optional)		27. Registration Renewal eReminder <input type="checkbox"/> Yes (Provide Email in #26)		28. Communication Impediment? <input type="checkbox"/> Yes (Attach Form VTR-216)		
29. Vehicle Location Address (if different)		City		State		Zip		
30. Multiple (Additional) Liens <input type="checkbox"/> Yes (Attach Form VTR-267)		31. Electronic Title Request <input type="checkbox"/> Yes (Cannot check #30)		32. Certified/eTitle Lienholder ID Number (if any)		33. First Lien Date (if any)		
34. First Lienholder Name (if any) Avtech Capital LLC, 6995 Union Park Center, Suite 400 Cottonwood Heights, UT 84047		Mailing Address		City		State		Zip
35. Check only if applicable: <input type="checkbox"/> I hold Motor Vehicle Retailer (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number _____								
36. Trade-In (if any) <input type="checkbox"/> Yes (Complete)		Year		Make		Vehicle Identification Number		37. Additional Trade-In(s) <input type="checkbox"/> Yes
38. Check only if applicable: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> (a) Sales Price (\$ _____ rebate has been deducted) (b) Less Trade-in Amount, described in Box 36 above (c) For Dealers/Lessors/Rental ONLY – Fair Market Value Deduction, described in Box 36 above (d) Taxable Amount (Item a minus Item b or Item c) (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) (f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% (g) Tax Paid to _____ (STATE) (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) </div> <div style="width: 45%;"> SALES AND USE TAX COMPUTATION \$ 29,495.00 <input type="checkbox"/> \$90 New Resident Tax – (Previous State) <input type="checkbox"/> \$5 Even Trade Tax <input type="checkbox"/> \$10 Gift Tax – Attach Comptroller Form 14-317 <input type="checkbox"/> \$65 Rebuilt Salvage Fee <input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) <input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) <input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: <input checked="" type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.) </div> </div>								
CERTIFICATION – State law makes falsifying information a third degree felony I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable). <input type="checkbox"/> (Check only if applicable) I certify I am applying for a corrected title and the original Texas Certificate of Title is lost or destroyed.								
Signature(s) of Seller(s), Donor(s), or Trader(s) 				TEXAS PRIDE TRAILERS, LLC Printed Name(s) (Same as Signature(s))				Date
Signature of Applicant/Owner				TRICOLOR AUTO GROUP, LLC Printed Name (Same as Signature)				Date
Signature(s) of Additional Applicant(s)/Owner(s)				Printed Name(s) (Same as Signature(s))				Date

Application for Texas Title and/or Registration

Applying for (please check one): <input type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration						TAX OFFICE USE ONLY	
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____						County: _____ Doc #: _____ <input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$: _____	
1. Vehicle Identification Number 7HCGC4531PB040358		2. Year 2023	3. Make TXPR	4. Body Style CARHAULER	5. Model 	6. Major Color BLACK	7. Minor Color
8. Texas License Plate No.	9. Odometer Reading (no tenths)	10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt		11. Empty Weight 10,060	12. Carrying Capacity (if any) 15,930		
13. Applicant Type <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit						14. Applicant Photo ID Number or FEIN/EIN	
15. ID Type <input type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID						<input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> Other Military Status of Forces Photo ID	
16. Applicant First Name (or Entity Name) TRICOLOR AUTO GROUP, LLC		Middle Name	Last Name	Suffix (if any)			
17. Additional Applicant First Name (if applicable)		Middle Name	Last Name	Suffix (if any)			
18. Applicant Mailing Address 6021 CONNECTION DR, 4TH FLOOR, IRVING, TX 75039						19. Applicant County of Residence	
20. Previous Owner Name (or Entity Name) TEXAS PRIDE TRAILERS, LLC		City MADISONVILLE	State TX	21. Dealer GDN (if applicable) P160574X	22. Unit No. (if applicable)		
23. Renewal Recipient First Name (or Entity Name) (if different)		Middle Name	Last Name	Suffix (if any)			
24. Renewal Notice Mailing Address (if different)		City	State	Zip			
25. Applicant Phone Number (optional)		26. Email (optional)		27. Registration Renewal eReminder <input type="checkbox"/> Yes (Provide Email in #26)		28. Communication Impediment? <input type="checkbox"/> Yes (Attach Form VTR-216)	
29. Vehicle Location Address (if different)		City	State	Zip			
30. Multiple (Additional) Liens <input type="checkbox"/> Yes (Attach Form VTR-267)		31. Electronic Title Request <input type="checkbox"/> Yes (Cannot check #30)	32. Certified/eTitle Lienholder ID Number (if any)		33. First Lien Date (if any)		
34. First Lienholder Name (if any) Avtech Capital LLC, 6995 Union Park Center, Suite 400 Cottonwood Heights, UT 84047		Mailing Address	City	State	Zip		
35. Check only if applicable: MOTOR VEHICLE TAX STATEMENT <input type="checkbox"/> I hold Motor Vehicle Retailer (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number _____							
36. Trade-In (if any) <input type="checkbox"/> Yes (Complete)		Year	Make	Vehicle Identification Number		37. Additional Trade-In(s) <input type="checkbox"/> Yes	
38. Check only if applicable:		SALES AND USE TAX COMPUTATION					
<input type="checkbox"/> (a) Sales Price (\$ _____ rebate has been deducted)		\$ 29,495.00		<input type="checkbox"/> \$90 New Resident Tax - (Previous State) _____			
<input type="checkbox"/> (b) Less Trade-in Amount, described in Box 36 above		\$ _____		<input type="checkbox"/> \$5 Even Trade Tax			
<input type="checkbox"/> (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Box 36 above		\$ _____		<input type="checkbox"/> \$10 Gift Tax - Attach Comptroller Form 14-317			
<input type="checkbox"/> (d) Taxable Amount (Item a minus Item b or Item c)		\$ _____		<input type="checkbox"/> \$65 Rebuilt Salvage Fee			
<input type="checkbox"/> (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625)		\$ _____		<input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) _____			
<input type="checkbox"/> (f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10%		\$ _____		<input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) _____			
<input type="checkbox"/> (g) Tax Paid to _____ (STATE)		\$ _____		<input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: _____			
<input type="checkbox"/> (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g)		\$ _____		<input checked="" type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)			
CERTIFICATION - State law makes falsifying information a third degree felony I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable): <input type="checkbox"/> (Check only if applicable) I certify I am applying for a corrected title and the original Texas Certificate of Title is lost or destroyed.							
Signature(s) of Seller(s), Donor(s), or Trader(s)				TEXAS PRIDE TRAILERS, LLC Printed Name(s) (Same as Signature(s))		Date	
Signature of Applicant/Owner				TRICOLOR AUTO GROUP, LLC Printed Name (Same as Signature)		Date	
Signature(s) of Additional Applicant(s)/Owner(s)				Printed Name(s) (Same as Signature(s))		Date	

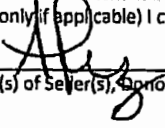
Application for Texas Title and/or Registration

Applying for (please check one):						TAX OFFICE USE ONLY		
<input type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration						County: _____		
For a corrected title or registration, check reason:						Doc # _____		
<input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____						<input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____		
1. Vehicle Identification Number		2. Year	3. Make	4. Body Style	5. Model	6. Major Color	7. Minor Color	
7HCGC453XPB040357		2023	TXPR	CARHAULER		BLACK		
8. Texas License Plate No.	9. Odometer Reading (no tenths)	10. This is the Actual Mileage unless the mileage is:			11. Empty Weight	12. Carrying Capacity (if any)		
		<input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt			10,060	15,930		
13. Applicant Type						14. Applicant Photo ID Number or FEIN/EIN		
<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit								
15. ID Type								
<input type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID								
16. Applicant First Name (or Entity Name)			Middle Name	Last Name		Suffix (if any)		
TRICOLOR AUTO GROUP, LLC								
17. Additional Applicant First Name (if applicable)			Middle Name	Last Name		Suffix (if any)		
18. Applicant Mailing Address				City	State	Zip	19. Applicant County of Residence	
6021 CONNECTION DR, 4TH FLOOR, IRVING, TX 75039								
20. Previous Owner Name (or Entity Name)				City	State	21. Dealer GDN (if applicable)	22. Unit No. (if applicable)	
TEXAS PRIDE TRAILERS, LLC				MADISONVILLE	TX	P160574X		
23. Renewal Recipient First Name (or Entity Name) (if different)			Middle Name	Last Name		Suffix (if any)		
24. Renewal Notice Mailing Address (if different)			City	State		Zip		
25. Applicant Phone Number (optional)		26. Email (optional)		27. Registration Renewal eReminder		28. Communication Impediment?		
				<input type="checkbox"/> Yes (Provide Email in #26)		<input type="checkbox"/> Yes (Attach Form VTR-216)		
29. Vehicle Location Address (if different)			City	State		Zip		
30. Multiple (Additional) Liens		31. Electronic Title Request		32. Certified/eTitle Lienholder ID Number (if any)		33. First Lien Date (if any)		
<input type="checkbox"/> Yes (Attach Form VTR-267)		<input type="checkbox"/> Yes (Cannot check #30)						
34. First Lienholder Name (if any)		Mailing Address		City	State	Zip		
Avtech Capital LLC		6995 Union Park Center, Suite 400		Cottonwood Heights	UT	84047		
35. Check only if applicable: MOTOR VEHICLE TAX STATEMENT								
<input type="checkbox"/> I hold Motor Vehicle Retailer (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code §152.002(c)), GDN or Lessor Number: _____								
36. Trade-in (if any)		Year	Make	Vehicle Identification Number			37. Additional Trade-In(s)	
<input type="checkbox"/> Yes (Complete)							<input type="checkbox"/> Yes	
38. Check only if applicable:				SALES AND USE TAX COMPUTATION				
<input type="checkbox"/> (a) Sales Price (\$ _____ rebate has been deducted)				\$ 29,495.00 <input type="checkbox"/> \$90 New Resident Tax - (Previous State) _____				
(b) Less Trade-in Amount, described in Box 36 above				<input type="checkbox"/> \$5 Even Trade Tax				
(c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Box 36 above				<input type="checkbox"/> \$10 Gift Tax - Attach Comptroller Form 14-317				
(d) Taxable Amount (Item a minus Item b or Item c)				<input type="checkbox"/> \$65 Rebuilt Salvage Fee				
(e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625)				<input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) _____				
(f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10%				<input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) _____				
(g) Tax Paid to _____ (STATE)				<input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: _____				
(h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g)				<input checked="" type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)				
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Signature(s) of Seller(s), Donor(s), or Trader(s)				Printed Name(s) (Same as Signature(s))			Date	
				TEXAS PRIDE TRAILERS, LLC				
Signature of Applicant/Owner				Printed Name (Same as Signature)			Date	
				TRICOLOR AUTO GROUP, LLC				
Signature(s) of Additional Applicant(s)/Owner(s)				Printed Name(s) (Same as Signature(s))			Date	

Application for Texas Title and/or Registration

Applying for (please check one):						TAX OFFICE USE ONLY			
<input type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration						County: _____			
For a corrected title or registration, check reason:						Doc # _____			
<input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____						<input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____			
1. Vehicle Identification Number 7HCGC4538PB040356		2. Year 2023	3. Make TXPR	4. Body Style CARHAULER	5. Model	6. Major Color BLACK	7. Minor Color		
8. Texas License Plate No.	9. Odometer Reading (no tenths)	10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt			11. Empty Weight 10,060	12. Carrying Capacity (if any) 15,930			
13. Applicant Type <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit						14. Applicant Photo ID Number or FEIN/EIN			
15. ID Type <input type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID									
16. Applicant First Name (or Entity Name) TRICOLOR AUTO GROUP, LLC			Middle Name		Last Name		Suffix (if any)		
17. Additional Applicant First Name (if applicable)			Middle Name		Last Name		Suffix (if any)		
18. Applicant Mailing Address 6021 CONNECTION DR, 4TH FLOOR, IRVING, TX 75039				City		State		Zip	
19. Applicant County of Residence				20. Previous Owner Name (or Entity Name) TEXAS PRIDE TRAILERS, LLC		21. Dealer GDN (if applicable) P160574X		22. Unit No. (if applicable)	
23. Renewal Recipient First Name (or Entity Name) (if different)				Middle Name		Last Name		Suffix (if any)	
24. Renewal Notice Mailing Address (if different)				City		State		Zip	
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29. Vehicle Location Address (if different)				City		State		Zip	
30. Multiple (Additional) Liens <input type="checkbox"/> Yes (Attach Form VTR-267)		31. Electronic Title Request <input type="checkbox"/> Yes (Cannot check #30)		32. Certified/eTitle Lienholder ID Number (if any)			33. First Lien Date (if any)		
34. First Lienholder Name (if any) Avtech Capital LLC, 6995 Union Park Center, Suite 400 Cottonwood Heights, UT 84047				Mailing Address		City		State	
35. Check only if applicable: <input type="checkbox"/> I hold Motor Vehicle Retailer (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number _____				MOTOR VEHICLE TAX STATEMENT					
36. Trade-In (if any) <input type="checkbox"/> Yes (Complete)		Year		Make		Vehicle Identification Number		37. Additional Trade-In(s) <input type="checkbox"/> Yes	
38. Check only if applicable:				SALES AND USE TAX COMPUTATION					
<input type="checkbox"/> (a) Sales Price (\$ _____ rebate has been deducted) (b) Less Trade-In Amount, described in Box 36 above (c) For Dealers/Lessors/Rental ONLY – Fair Market Value Deduction, described in Box 36 above (d) Taxable Amount (Item a minus Item b or Item c) (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) (f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% (g) Tax Paid to _____ (STATE) (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g)				\$ 29,495.00 <input type="checkbox"/> \$90 New Resident Tax – (Previous State) <input type="checkbox"/> \$5 Even Trade Tax <input type="checkbox"/> \$10 Gift Tax – Attach Comptroller Form 14-317 <input type="checkbox"/> \$65 Rebuilt Salvage Fee <input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) <input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) <input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: <input checked="" type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)					
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Signature(s) of Seller(s), Donor(s), or Trader(s)				Printed Name(s) (Same as Signature(s))				Date	
Signature of Applicant/Owner				Printed Name (Same as Signature)				Date	
Signature(s) of Additional Applicant(s)/Owner(s)				Printed Name(s) (Same as Signature(s))				Date	

Application for Texas Title and/or Registration

Applying for (please check one):						TAX OFFICE USE ONLY		
<input type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration						County: _____		
For a corrected title or registration, check reason:						Doc #: _____		
<input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____						<input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____		
1. Vehicle Identification Number 7HCGC4536PB040355		2. Year 2023	3. Make TXPR	4. Body Style CARHAULER	5. Model	6. Major Color BLACK	7. Minor Color	
8. Texas License Plate No.	9. Odometer Reading (no tenths)	10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt			11. Empty Weight 10,060	12. Carrying Capacity (If any) 15,930		
13. Applicant Type <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit						14. Applicant Photo ID Number or FEIN/EIN		
15. ID Type <input type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID								
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29. Vehicle Location Address (if different)		City		State		Zip		
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34. First Lienholder Name (if any) Avtech Capital LLC, 6995 Union Park Center, Suite 400 Cottonwood Heights, UT 84047		Mailing Address		City		State		Zip
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Signature(s) of Seller(s), Donor(s), or Trader(s) 				Printed Name(s) (Same as Signature(s)) TEXAS PRIDE TRAILERS, LLC		Date		
Signature of Applicant/Owner				Printed Name (Same as Signature)		Date		
Signature(s) of Additional Applicant(s)/Owner(s)				Printed Name(s) (Same as Signature(s))		Date		



This Master Lease Agreement is entered into as of the date set forth below by and between BALBOA CAPITAL CORPORATION ("Lessor") and TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC ("Lessee") with reference to the following facts:

- A. From time to time Lessee desires to lease various items of personal property from Lessor; and
- B. Lessor and Lessee desire to set forth the terms and conditions under which such Lease(s) shall be governed.
- C. "Master Lease" shall mean this agreement; "Lease" shall mean each Schedule entered into between Lessor and Lessee pursuant to this Master Lease.

NOW THEREFORE, Lessor and Lessee agree as follows:

TERMS AND CONDITIONS OF LEASE

1. **LEASE.** Lessor shall lease to Lessee and Lessee shall lease from Lessor the items of equipment and other personal property (hereinafter, together with all replacements, repairs, substitutions, additions, accessions and accessories therefor and/or thereto, called the "Equipment") described in the Schedule(s) (hereinafter individually called a "Schedule" and collectively called "Schedules") now or hereafter from time to time executed by Lessor and Lessee and made a part hereof, all upon the terms and conditions hereinafter set forth as supplemented with respect to each item of Equipment by the terms and conditions set forth in each Schedule.

2. **TERM.** Each Schedule shall become effective upon acceptance by Lessor by signing and dating each Schedule and the term for any Schedule(s) shall commence on the day that the Equipment has been delivered to and accepted by Lessee ("Commencement Date"). Lessee shall at its sole discretion select the type, quantity and supplier of each item of Equipment. Lessor shall not be liable to Lessee for any failure or delay in obtaining delivery of any Equipment. Upon delivery of any Equipment to Lessee, Lessee shall forthwith inspect such Equipment and, within ten (10) days of delivery of the Equipment, Lessee shall execute and deliver to Lessor a Delivery and Acceptance Certificate, in form and substance satisfactory to Lessor. Lessee's execution and delivery of a Delivery and Acceptance Certificate covering any Equipment shall conclusively establish, as between Lessor and Lessee, that such Equipment has been unconditionally and irrevocably accepted by Lessee for all purpose of this Lease. With respect to each Lease, if for any reason the Equipment has not been delivered, installed and accepted by Lessee within sixty (60) days after it is ordered by Lessor, or if Lessee fails to accept the Equipment and execute a Delivery and Acceptance Certificate within ten (10) days following delivery of the Equipment, Lessor may at Lessor's option, terminate Lessor's obligations under such Lease and Lessee shall, on demand of Lessor, pay Lessor all amounts paid or owing by Lessor with respect to the purchase of such Equipment and indemnify and hold Lessor harmless from any and all liabilities, claims, costs and expenses to the manufacturer or supplier/vendor of the Equipment or any party, arising out of or relating to the Equipment or the Lease. Upon payment of such amounts, Lessor shall release, remise and quit claim such Equipment to Lessee AS IS, WHERE IS, AND WITHOUT WARRANTY EXPRESSED OR IMPLIED BY LESSOR AS TO ANY MATTER WHATSOEVER. Lessee shall upon such payment be subrogated to Lessor's claim, if any, against the manufacturer or supplier/vendor of such Equipment. Lessee agrees that its remedies, should it find fault with any of the Equipment, shall be and are solely against the manufacturer and/or supplier/vendor of such Equipment. The base term ("Base Term") of each Lease shall commence at the Lessor's sole discretion on any day occurring in the quarter following the Commencement Date (up to 90 days following the Commencement Date) and terminate upon the expiration of the number of months or quarters specified in each Schedule. Each Lease may be terminated by Lessee at the end of the Base Term if one hundred twenty (120) days prior to the end of the Base Term, written notice of such termination is delivered to Lessor via certified mail. Each Lease may be terminated by Lessor at the end of the Base Term if at least sixty (60) days prior to the end of the Base Term, written notice of such termination is delivered to Lessee via certified mail. Otherwise the term of each Lease shall automatically be extended for twelve months following the end of the initial Base Term at the rent stated on the respective Schedule(s), and shall renew thereafter for successive three month periods until notice of termination is provided by Lessee. During the initial extension period, Lessor, at its sole option, may terminate each lease upon ninety (90) days prior written notice to Lessee via certified mail. After the initial extension period, each Lease may be terminated by either Lessor or Lessee at the end of any calendar month, provided that ninety (90) days prior written notice of such termination is delivered to the other party via certified mail. If written notice of termination is delivered as set forth above, but Lessee fails to return the Equipment in accordance with Paragraph 18 below, the notice of termination will be ineffective, the Lease will continue and Lessee will be obligated to continue paying rent as set forth in Paragraph 3 below until Lessee returns the Equipment.

3. **RENT.** The rent payable with respect to any Schedule(s) shall be the amount shown on such Schedules(s) plus the prorated rent as described in this paragraph. Lessee shall pay to Lessor the rent for each Schedule, in advance, for each period or any part thereof that each Lease is in effect as delineated on the Schedule and in this paragraph. All rent and other payments due under this Master Lease Agreement and any Schedule or any other agreement with us (collectively Obligation or Obligations) are payable in U.S. dollars, and may be adjusted upward or downward no more than ten percent (10%) to reflect actual costs. The first such payment shall be a prorata portion of the rental charges based on a daily rental of one-ninetyth (1/90th) of the aggregated average of the quarterly rentals calculated from the Commencement Date to the beginning of the Base Term (the "Prorated Rent") shall be due and payable on a date selected by Lessor. Lessee acknowledges that: a) Lessor may charge up to ninety (90) days of Prorated Rent in Lessor's sole discretion, regardless of whether a particular Lease is characterized as an "operating" lease or a "capital" lease; and b) the Prorated Rent is not credited against the quarterly rent due after the start of the Base Term. The first quarterly Base Term rent payment shall be due on a business day in the week preceding the start of the Base Term, and all subsequent quarterly rent shall be due at quarterly intervals thereafter. Installments of rent or personal property tax which are not paid within three (3) days of their due date shall be subject to a late charge equal to eighteen percent (18%) of each such delayed payment. The late charge set forth in this contract shall apply only when permitted by law and, if not permitted by law, the late charges shall be calculated at the maximum rate permissible by law. In the event that a check or other instrument tendered for payment is dishonored, Lessor shall be entitled to a twenty-five dollar (\$25.00) fee. All rent shall be paid at the place of business of Lessor shown above or such other place as Lessor may designate by written notice to Lessee. Lessee agrees to pay taxes and reasonable fees, including but not limited to documentation fees, filing fees, credit fees, equipment inspection fees, title fees, property taxes, sales taxes, use taxes, and business taxes and further agrees to pay twenty dollars (\$20.00) per collection call and one hundred dollars (\$100.00) per collection visit. Lessor may apply remittances received to unpaid rental installments and/or other charges on a due date basis, remittance received being applied to the oldest unpaid rental or charge.

4. **FINANCE LEASE STATUS.** The parties agree that this Lease is a Finance Lease as defined by Section 10103(a)(7) of the California Uniform Commercial Code ("UCC"). Lessee acknowledges the following: (a) Lessor has not selected, manufactured, or supplied the Equipment; (b) Lessor acquired the Equipment or the right to possession and use of the Equipment in connection with the Lease; (c) Lessee has received, reviewed and approved all written Supply Contracts (as defined by UCC Section 10103(a)(25)) covering the Equipment purchased from the Supplier (as defined by UCC Section 10103(a)(24)) thereof for lease to Lessee on or before signing this Lease Contract (as defined by UCC Section 10103(a)(12)); (c) Lessor has informed Lessee in writing of the identity of the Supplier; (e) Lessor has informed Lessee that Lessor may have rights under the Supply Contract and that Lessee is to contact the Supplier for a description of any such rights; and; (f) Lessor provides no warranties or other rights with respect to the purchase of the Equipment and any and all rights Lessee has with respect to the purchase of the Equipment are solely against supplier, and Lessee may communicate at any time with the supplier prior to executing this Lease.

5. **DISCLAIMER OF LESSOR WARRANTIES.** LESSEE ACKNOWLEDGES THAT THE EQUIPMENT TO BE LEASED HEREUNDER WILL BE OF A TYPE, DESIGN, SIZE, CAPACITY AND MANUFACTURER SELECTED BY LESSEE; THAT LESSOR IS NOT A MANUFACTURER OF, OR DEALER IN, THE EQUIPMENT; THAT NEITHER THE VENDOR, THE MANUFACTURER NOR ANY AGENT THEREOF IS AN AGENT OF LESSOR; THAT LESSOR HAS NOT, WILL NOT, AND HAS NO OBLIGATION TO, INSPECT THE EQUIPMENT PRIOR TO DELIVERY TO LESSEE; THAT LESSOR IS NOT RESPONSIBLE FOR REPAIRS, SERVICE OR DEFECTS IN THE EQUIPMENT OR OPERATION THEREOF; AND THAT LESSOR HAS NOT MADE, WILL NOT MAKE, AND HEREBY DISCLAIMS ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, OF ANY KIND OR AS TO ANY MATTER WHATSOEVER ON WHICH LESSEE MAY RELY, INCLUDING WITHOUT LIMITATION THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH LAWS, GOVERNMENTAL REGULATIONS OR RULES, ORDERS, SPECIFICATIONS OR CONTRACT, CONDITION, TITLE, QUALITY, DESIGN, DURABILITY, OR SUITABILITY FOR LESSEE'S PURPOSE OF THE EQUIPMENT IN ANY RESPECT, OR ANY PATENT INFRINGEMENT, OR LATENT OR PATENT DEFECTS. LESSOR WILL, HOWEVER, UPON LESSEE'S REQUEST AND IF LESSEE IS NOT IN DEFAULT, TAKE ANY STEPS REASONABLY WITHIN ITS POWER TO MAKE AVAILABLE TO LESSEE ANY MANUFACTURER'S OR SIMILAR WARRANTY APPLICABLE TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR ANY INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN OR BY ANY INCIDENT WHATSOEVER IN CONNECTION THEREWITH, AND LESSEE HEREBY ACKNOWLEDGES THE FOREGOING DISCLAIMER BY LESSOR. Lessee may have elected to lease certain licensed software ("Software") and/or services, including but not limited to training, installation, maintenance, custom programming, technical consulting and support services ("Services") (together with the Software which are included in the word "Equipment" unless separately stated). You grant us a security interest in your rights (including any rights as a licensee) in the Software to secure all amounts you owe us under the Lease. Ownership of any Software shall remain with the licensor thereof and Lessee's rights with respect to such Software shall be governed by a separate license agreement between Lessee and the licensor, which shall not be affected by this Master Lease. Any Services shall be performed by a service provider unrelated to Lessor. IN NO EVENT SHALL LESSOR HAVE ANY OBLIGATION TO PERFORM ANY SERVICES, AND ANY FAILURE OF SUCH SERVICE-PROVIDER TO PROVIDE ANY SERVICES FINANCED AND/OR LEASED HEREUNDER SHALL NOT EXCUSE LESSEE'S OBLIGATIONS TO LESSOR. LESSOR SHALL NOT BE LIABLE TO LESSEE, NOR SHALL THERE BE ANY ABATEMENT OR SETOFF IN LESSEE'S PAYMENTS TO LESSOR FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED BY ANY LEASED AND/OR FINANCED ITEMS. Upon the occurrence of a default, in addition to all other remedies provided for under this Agreement, LESSOR shall have the right to cause the termination of all Software and Services.

6. **NET LEASE; NO OFFSET.** THIS IS A NET LEASE, AND ALL RENT AND ALL OTHER SUMS PAYABLE BY LESSEE HEREUNDER SHALL BE PAID UNCONDITIONALLY WHEN DUE WITHOUT ABATEMENT, DEDUCTION, COUNTERCLAIM OR SETOFF OF ANY NATURE INCLUDING WITHOUT LIMITATION ANY COUNTERCLAIM OR SETOFF ARISING OUT OF ANY PRESENT OR FUTURE CLAIM LESSEE MAY HAVE AGAINST LESSOR, OR ANY ASSIGNEE OF LESSOR OR THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT, OR ANY OTHER PARTY. In no event, except as otherwise expressly provided herein, shall this Lease terminate or shall any of the Lessee's obligations be affected by reason of any defect in or damage to or loss or destruction of all or any part of the Equipment, from any cause whatsoever, or any interference with Lessee's use of the Equipment by any person or for any other cause whatsoever.

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7. COMMERCIAL RISK. Lessee bears all risk that the Equipment may become unusable for any reason, including without limitation, loss, theft, damage, destruction, defect, GOVERNMENTAL REGULATION, PROHIBITION, IMPRACTICABILITY OF USE, OBSOLESCENCE, OR COMMERCIAL FRUSTRATION. No inability to use the Equipment shall result in the termination of any Lease or relieve Lessee from any of its obligations under any Lease.

8. USE AND LOCATION. Lessee shall use the Equipment in a careful and proper manner and in compliance with all laws, ordinances, regulations and insurance policy conditions in any way relating to the possession, use or maintenance of the Equipment. Unless the Equipment is of a type normally used at more than one location (such as vehicular equipment, construction machinery or the like), Lessee shall not remove the Equipment from the location designated in the applicable Schedule(s) without the prior written consent of Lessor. If an item of Equipment is of a type normally used at more than one location, Lessee shall not use the Equipment outside of the area designated in the applicable Schedule(s) without prior written approval of Lessor. Lessee shall comply with any and all applicable environmental laws and will not use any hazardous substances with the Equipment. Lessee represents and warrants to Lessor that the Equipment is being leased and will be used solely for commercial or business purposes and will not be used for personal, family or household purposes.

9. OWNERSHIP. The Equipment, or in the case of Software, the assignment or the rights to the assignment of the Software and/or its license(s) is, and shall at all times be and remain, the sole and exclusive property of Lessor, and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. To the extent any Lease is deemed to be a "capital lease," Lessee, as of the date of each Schedule, grants Lessor a security interest in the Equipment and any proceeds thereof, including any insurance proceeds. Plates, labels or other markings stating that the Equipment is owned by Lessor shall be affixed to or placed on the Equipment by Lessor or, at Lessor's request or if required by law, by Lessee at Lessee's expense, and Lessee shall keep the same in a prominent position thereon.

10. PERSONAL PROPERTY. The Equipment is, and shall at all times be and remain, personal property notwithstanding that it or any part thereof may now be or hereafter become, in any manner affixed or attached to, or embedded in, real property or any building thereon. Lessee agrees that it will furnish and record, at its own expense, such owners', mortgages', landlords', or other disclaimers, waivers, or consent as may be necessary or reasonably requested by Lessor in order to give full effect to the intent and provisions of the preceding sentence.

11. MAINTENANCE AND REPAIRS. Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required for such purpose. All such parts, mechanisms and devices affixed to any Equipment shall thereupon become the property of Lessor and subject to the terms and conditions of this Lease. Lessee shall modify the Equipment if required by any governmental authority or law and will make such modification known to Lessor by written notice to be delivered by certified mail.

12. ALTERATIONS. Without the prior written consent of Lessor, Lessee shall not make any alterations, additions or improvements to the Equipment. All additions and improvements of whatsoever kind or nature made to the Equipment shall be made at Lessee's sole cost and expense and when made become the property of Lessor and subject to the terms and conditions of this Lease.

13. LESSOR'S INSPECTION. Lessor shall during normal business hours have the right to enter into and upon any premises where any Equipment may be located for the purpose of inspecting such Equipment or observing its use. Lessee shall, whenever requested by Lessor, advise Lessor of the exact location of any and all items of Equipment.

14. LOSS, THEFT AND DAMAGE. Lessee shall at all times after signing this Lease bear the entire risk of loss, theft, damage or destruction of the Equipment from any cause whatsoever, and no loss, theft, damage or destruction of the Equipment shall relieve Lessee of the obligation to pay rent or to comply with any other obligation under this Lease. In the event of damage to any part of the Equipment, Lessee shall place same in good repair at Lessee's expense. If Lessor determines that any part of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall, at Lessee's option do one of the following: (a) place such Equipment in good repair, condition and working order, acceptable to Lessor, or (b) replace such Equipment with like Equipment in good repair, acceptable to Lessor and furnish to Lessor all necessary documents vesting good and marketable title thereto in Lessor unencumbered by any lien or security interest, which replacement Equipment shall thereupon become the property of Lessor and be subject to the terms and conditions of this Lease; or (c) pay Lessor therefor in cash the "Stipulated Loss Value" of such Equipment, defined as all rent and other amounts due and to become due under the Lease with respect to such Equipment, plus twenty percent (20%) of the actual cost of said item of Equipment, specified in this Lease applicable thereto, representing Lessor's minimum residual value in the Equipment at the end of the Lease term. Upon Lessor's receipt of payment as set forth above, Lessee shall be entitled to title in the Equipment AS-IS and WHERE-IS and without warranty, express or implied.

15. INSURANCE. Lessee agrees to maintain, at Lessee's expense, "Special Form" property insurance protecting the Equipment for its full replacement value, naming Lessor as a loss payee on a "Lender's Loss Payable" endorsement and/or "additional/insured;" and public liability insurance, in amounts acceptable to Lessor, naming Lessor as an additional insured (together "Required Insurance"). Lessee must provide Lessor satisfactory written evidence of Required Insurance within thirty (30) days of the commencement date of this Lease or of any subsequent written request. Each Policy shall expressly provide that said insurance as to Lessor and assigns shall not be invalidated by any act, omission, or neglect of Lessee and cannot be cancelled without thirty (30) days prior notice to Lessor. If Lessee does not do so, Lessor may obtain insurance from an insurer of Lessor's choosing in such forms and amounts as Lessor selects ("Lease Insurance"). Lease Insurance covers the Equipment and Lessor only and not Lessee. Lessee shall pay Lessor periodic charges for Lease Insurance ("Insurance Charges") that include: a premium that may be higher than if Lessee maintained Required Insurance separately; a finance charge of up to the implicit rate of the Lease on any premium advances made by Lessor or Lessors agents; and billing and processing fees; each of which may generate a profit to Lessor and Lessor agents. If Lessee fails to pay billed Insurance Charges within 30 days of their due date, Lessor may pay them by applying funds paid under the Lease or debiting Lessee's account under any previously authorized automatic payment. Lessee agrees to arbitrate any dispute with Lessor or Lessor agents regarding Lease Insurance or Insurance Charges under the rules of the American Arbitration Association in Los Angeles, California; provided however, such agreement does not authorize class action arbitration. Lessee hereby appoints Lessor or its agents or assigns its true and lawful attorney-in-fact to make claims for, receive payments for, and execute and endorse all documents, checks or drafts for loss, theft, or damage or destruction of the Equipment under any property insurance. At Lessor's election, in lieu of obtaining or continuing Lease Insurance, Lessor may require Lessee to pay a monthly additional fee up to two percent 2% of the Equipment Cost. This fee is not calculated with reference to additional risk and constitutes additional profit for Lessor, but represents the basis on which Lessor is willing to forbear from exercising remedies and continue this Agreement without Required Insurance. Lessee will receive no insurance coverage and will not be released from any obligations. Lessor is not selling insurance. Lessor will cease charging the additional fee or billing for Lease Insurance thirty (30) days after Lessee provides satisfactory proof of Required Insurance and compliance with this section.

16. ENCUMBRANCES AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances, and shall pay promptly when due, and shall indemnify and hold Lessor harmless from, all license fees, registration fees, import duties, assessments, charges and taxes (municipal, state, federal or other) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of the Equipment (whether the same be assessed to Lessor or Lessee), together with any penalties or interest in connection therewith, excluding, however, all taxes on or measured by Lessor's net income. If any such fee, assessment, duty, charge or tax is, or is to be, assessed or billed to Lessor, Lessee upon the request of Lessor and at the expense of Lessee shall do any and all things required to be done by Lessor in connection with the levy, assessment, billing and payment thereof. Upon Lessor's request, Lessee shall, on any property tax returns required to be filed with respect to the Equipment, including the property covered by this Lease and any substitutions or additions thereto as property owned by Lessee for purposes of tax assessments, shall cause all billings of such fees, assessments, duties, charges or taxes to be addressed to Lessor in care of Lessee, and shall submit to Lessor written evidence of payment of the same. Alternatively, Lessee shall at the request of Lessor, forthwith pay Lessor the amount (estimated or otherwise) of any such fees, assessments, duties, charges and taxes, and Lessor shall apply the same to the payment thereof. Lessee shall also pay all taxes arising out of Lessee's exercise of any purchase option relating to any Lease (including sales tax).

17. LESSOR'S PAYMENT. In case of failure of Lessee to procure or maintain proper insurance or to pay such fees, assessments, duties, charges and taxes or to keep any item of Equipment free and clear of all levies, liens and encumbrances or in good repair, condition and working order, all as herein before provided, Lessor shall have the right, but not the obligation, without notice to or demand upon Lessee, and without releasing Lessee from any obligation herein before specified, to effect and pay for such insurance or to pay such fees, assessments, duties, charges and taxes or to keep such Equipment in good repair, condition and working order, as the case may be, and to pay, purchase, contest or compromise any encumbrance, charge or lien which in the sole judgment of Lessor appears to affect such Equipment, and in exercising any such right, to incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor. All sums so incurred or expended by Lessor shall immediately become due and payable by Lessee upon payment by Lessor and shall thereafter bear interest at the rate of eighteen (18%) per annum, but not greater than the highest rate permitted by any applicable usury law.

18. RETURN OF EQUIPMENT. Upon expiration of the term of any Lease in accordance with the terms of Paragraph 2 above, (unless Lessee shall have duly exercised any purchase option granted and accepted in writing with respect to such Lease), or after default, Lessee will at its sole cost and expense deliver the Equipment (in the same condition as when delivered to Lessee, reasonable wear and tear resulting from authorized use thereof alone excepted) to any place designated by Lessor in writing, for such disposition as Lessor may determine. No such return shall constitute termination of this Lease unless Lessor shall agree so in writing. Until the Equipment is actually returned to Lessor, Lessee is obligated to continue paying rent as set forth in Paragraphs 2 and 3 above. This obligation to return the Equipment shall not apply to any portion of the Equipment constituting intangibles, including, but not limited to, installation, calibration or consumables for the authorized use of the Equipment during the Lease.

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19. **COMMITMENT FEE.** Unless otherwise delineated on the respective Schedule(s), the amount, if any, which Lessee has deposited with Lessor as set forth in any Schedule shall constitute partial security for Lessee's obligations under this Lease. This commitment fee shall not be refunded, but upon Lessor's acceptance of Lessee's offer to enter into any Lease, may at Lessor's option, be applied at any time in partial satisfaction of any obligation of Lessee which may be in default, although the making of such deposit shall not excuse Lessee from any such obligation and such application of the amount shall only release Lessee from the obligation pro tanto. Lessee acknowledges that Lessor shall deposit this commitment fee and that the deposit of this commitment fee shall not be construed as an approval and/or acceptance any Lease and shall not become binding upon Lessor until approval and acceptance by Balboa Capital Corporation's Finance Committee.

20. **ASSIGNMENT BY LESSOR.** Lessor may, at any time, with or without notice to Lessee, mortgage, grant a security interest in, or otherwise transfer, sell or assign this Lease or any Equipment or any rentals or other amounts due or to become due hereunder, Lessee agrees with Lessor and any such assignee (including any assignee to which such rights have been assigned by a prior assignee) that, upon receipt by Lessee from Lessor or such assignee of notice in writing of any such assignment, Lessee will make all further payments due or to become due hereunder directly to such assignee at the address specified in such notice of assignment and will recognize such assignee as the person entitled to exercise all other rights of Lessor hereunder. Lessee acknowledges that any assignment of Lessor's interest would neither materially change Lessee's duties or materially increase the burden or risk imposed on Lessee under any lease. Lessee further agrees with Lessor and any such assignee that in any action brought by such assignee against Lessee to enforce Lessor's rights hereunder Lessee will not assert against such assignee and expressly waives as against any assignee, any breach or default on the part of Lessor hereunder or any other defense, claim or set-off which Lessee may have against Lessor either hereunder or otherwise. No such assignee shall be obligated to perform any obligation, term or condition required to be performed by Lessor hereunder.

21. **DEFAULT.** Any of the following events or conditions shall constitute an event of default hereunder: (a) nonpayment of any rental payment or other amount provided for in any Lease; (b) default by Lessee in the performance of any other obligation term or condition of any Lease; (c) default by Lessee in the payment or performance of any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under any other agreement or instrument, which default has not been waived; (d) the issuance of any writ or order of attachment or execution or other legal process against any Equipment which is not discharged or satisfied within ten (10) days; (e) death or judicial declaration of incompetency of Lessee, if an individual; (f) the commencement of any bankruptcy, insolvency, arrangement, reorganization, receivership, liquidation or other similar proceedings by or against Lessee; (g) the making by Lessee of a general assignment or deed of trust for the benefit of creditors; (h) the occurrence of any event or condition described in clause (e), (f) or (g) of this Paragraph 21 with respect to any guarantor or any other party liable for payment or performance of each Lease; (i) if any certificate, statement, representation, warranty or audit heretofore or hereafter furnished by or on behalf of Lessee or any guarantor or other party liable for payment or performance of this Lease, pursuant to or in connection with this Lease, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or to have omitted any substantial contingent or unliquidated liability or claim against Lessee or any such guarantor or other party; (j) if the condition of Lessee's affairs shall change so as in the reasonable opinion of Lessor to impair Lessor's title to the Equipment or increase the risk of Lessee's non-performance; (k) if Lessee is a corporation and twenty percent (20%) or more of the then issued and outstanding voting capital stock of Lessee shall be acquired by any person, entity or group who are not such owners on the date of execution of each Lease; (l) any default occurs under any agreement now or hereafter securing any Lease; (m) breach of any negative covenant in any Lease; (n) if Lessee voluntarily permits any Equipment to become subject to a lien; or (m) Lessee changes its name, state of incorporation, chief executive office and/or place of residence without providing Lessor with 30 days prior written notice of such change.

22. **REMEDIES OF LESSOR.** Upon the occurrence of any Event of Default and at any time thereafter, Lessor may without demand or notice to Lessee and without terminating or otherwise affecting Lessee's obligations hereunder exercise one or more of the following remedies, as Lessor in its sole discretion shall elect: (a) Lessor may sue for and recover from Lessee the sum of: (1) all unpaid rents and other payments, including late charges and interest, due under each Lease then accrued, all accelerated future payments due under each Lease through the last day of the term of each Lease, discounted to their present value at a discount rate of four percent (4%) as of the date of default, plus the residual value of the Equipment, less the net proceeds of disposition, if any, of the Equipment; (2) any and all costs or expenses paid or incurred by Lessor in connection with the repossession, holding, repair, reconditioning and subsequent sale, lease or other disposition of the Equipment, including but not limited to attorney's fees and costs, whether or not litigation is commenced; (3) the residual value of any item of Equipment which Lessee fails to return to Lessor (or which Lessee converts or destroys, or which Lessor does not or is unable to repossess); (4) all other costs or expenses paid or incurred by Lessor at any time in connection with the execution, delivery, administration, amendment and enforcement or exercise of any of the Lessor's rights and remedies under each Lease, including, but not limited to, attorneys' fees and costs, whether or not litigation is commenced, and taxes imposed by any governmental agency; (5) any actual or anticipated loss of federal or state tax benefits to Lessor (as determined by Lessor) resulting from Lessee's default or Lessor's repossession or disposition of the Equipment; and (6) any and all other damages proximately caused by Lessee's default; (b) require Lessee to assemble the Equipment and make it available to Lessor at a place designated by Lessor as provided in Paragraph 18 above; (c) take and hold possession of the Equipment and render the Equipment unusable, and for this purpose enter and remove the Equipment from any premises where same may be located without liability to Lessee for any damage caused thereby; (d) sell or lease the Equipment or any part thereof at public or private sale (and Lessor may be a purchaser at such sale) for cash, on credit or otherwise, without representations or warranties, and upon such other terms as shall be acceptable to Lessor, and for such purposes of sale or lease, Lessor may use Lessee's name, voice, signature, photograph or likeness, in any manner and for any purpose, including but not limited to advertising or selling, or soliciting purchases of, any or all of the Equipment, products, merchandise, goods or services; (e) use and occupy the premises of Lessee for the purpose of taking, holding, reconditioning, displaying, selling or leasing the Equipment, without cost to Lessor or liability to Lessee; (f) proceed by appropriate action either at law or in equity to enforce either performance by Lessee of the covenants of this Lease or to recover damages for the breach of such covenants; or (g) exercise any and all rights accruing to a lessor under any applicable law upon a default by Lessee. If notice is required by law, any written notice to Lessee of any such sale or lease, given not less than five (5) days prior to the date thereof, shall constitute reasonable notice to Lessee. Any sale or lease of the Equipment by Lessor after default shall be free and clear of any rights or interests of Lessee. If Lessor obtains possession of any Equipment after default, the amount Lessor shall be entitled to recover shall be reduced by the lesser of (1) the rent received by the Lessor if it re-leased the Equipment, or (2) the proceeds received by Lessor on the sale of the Equipment, less the Equipment's residual value. Lessor shall not be obligated to sell, lease, or otherwise dispose of any item of repossessed Equipment under each Lease if it would impair the sale, lease or other disposition by Lessor of similar equipment. Lessee shall be liable for any deficiency suffered by Lessor, and unless otherwise required by law. Lessor shall not be required to account to Lessee for any surplus or profit.

All rights and remedies of Lessor under each Lease are in addition to all rights and remedies contained in any other agreement, instrument or document or available to Lessor at law or in equity. All such rights and remedies are cumulative and not exclusive and may be exercised successively, concurrently and repeatedly. No default by Lessee or action by Lessor, including repossession, sale or re-leasing of Equipment, shall result in or constitute a termination of each Lease unless Lessor so notifies Lessee in writing, and no termination hereof shall release or impair any of Lessee's obligations hereunder. No exercise of any right or remedy shall constitute an election of remedies and preclude exercise of any other right or remedy. **LESSEE WAIVES ANY AND ALL RIGHTS TO NOTICE AND TO JUDICIAL HEARING WITH RESPECT TO REPOSSESSION OF THE EQUIPMENT BY LESSOR IN THE EVENT OF DEFAULT HEREUNDER BY LESSEE**

23. **WAIVER, ETC.** No delay or omission on the part of Lessor in exercising any right hereunder shall operate as a waiver of any such right or of any other right hereunder, and a waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion. Any waiver, permit, consent or approval of any kind or character on the part of Lessor of any breach or default under this Lease, or any waiver on the part of Lessor of any provision or condition of this Lease, must be in writing and shall be effective only to the extent specifically set forth in such writing. Acceptance by Lessor of a rental or other payment at a time when Lessee is in default hereunder shall not constitute a waiver of such default or defaults or of Lessor's right to terminate Lessee's rights hereunder pursuant to Paragraph 22 hereof. If Lessee, whether with or without the permission of Lessor, remains in possession of any items of Equipment beyond the expiration of the applicable Lease term without such Lease term having been formally extended, Lessee shall be responsible to pay rent at the rate heretofore in effect and shall also remain obligated to perform and observe all other covenants and agreements of Lessee hereunder, but no such retention of possession shall be construed as an extension of said lease term or as a waiver of Lessor's right to repossess said items of Equipment unless expressly agreed to in writing by Lessor.

24. **INDEMNIFICATION.** Lessee assumes liability for, and shall and does hereby indemnify and hold harmless Lessor, its agents, employees, officers, directors, successors and assigns from and against any and all liabilities, claims, costs, and expenses, including reasonable attorneys' fees, of every kind and nature (including, without limitation, for property damage, wrongful death or personal injury and for trademark, patent or copyright infringement) arising out of or relating to the use, condition (including latent and other defects whether or not discoverable by Lessee or Lessor), operation, ownership, selection, delivery, leasing or return of any item of Equipment, regardless of where, how and by whom operated, any failure on the part of Lessee to perform or comply with any conditions of this Lease or any loss by Lessor of the benefit of any accelerated depreciation or Investment Tax Credit, or the right to claim the same, with respect to the Equipment. Without limiting the foregoing, this indemnification shall extend to claims made by any person, including Lessee, its agents and employees, and shall apply whether liabilities, claims, etc., are based on negligence (passive or active) of Lessor or another, breach of warranty, strict liability, products liability or otherwise. The indemnities and assumptions of liabilities and obligations provided for in this paragraph and Lessee's indemnities elsewhere in each lease shall continue in full force and effect notwithstanding the expiration or other termination of each Lease. Lessee is an independent contractor. Nothing contained in each Lease shall authorize Lessee or any other person to operate any item of Equipment so as to incur or impose any liability or obligation for or on behalf of Lessor.

Initial

sign

25. **ASSIGNMENT BY LESSEE.** WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, LESSEE SHALL NOT VOLUNTARILY OR INVOLUNTARILY (A) SELL, ASSIGN, TRANSFER, PLEDGE, GRANT A SECURITY INTEREST IN, HYPOTHECATE OR OTHERWISE DISPOSE OF EACH LEASE, THE EQUIPMENT, OR ANY INTEREST IN EACH LEASE OR THE EQUIPMENT; (B) SUBLET OR LEND ANY ITEM OF EQUIPMENT OR ANY PART THEREOF; OR (C) PERMIT ANY ITEM OF EQUIPMENT OR ANY PART THEREOF TO BE USED BY ANYONE OTHER THAN LESSEE'S EMPLOYEES.

26. **FURTHER ASSURANCE:** Lessee hereby agrees and does hereby appoint Lessor or its agents or assigns its true and lawful attorney-in-fact to prepare, execute and sign any instrument or financing statement necessary to protect Lessor's rights, title and interest in the Equipment subject hereto, and to sign the name of the Lessee with the same force and effect as if signed by Lessee, and to file same at the proper location or locations. Lessee further agrees that Lessor may file financing statements in its name or in the name of any agent designated by Lessor in a separate agreement entered into by us without the consent of or notice to Lessee. Lessee hereby authorizes Lessor, or its assigns, to file a financing statement without Lessee's signature, in form and content and from time to time as Lessor deems proper, listing Lessee as Lessee or Debtor. Lessee further agrees, if Lessor so requests, to execute any instrument necessary to protect Lessor's interest in the Equipment. Lessee agrees to furnish financial statements, including a balance sheet and income statement for Lessee's two most current fiscal years and for each subsequent fiscal year that this Lease is in effect, and its most recent quarterly interim financial statement.

27. **ATTORNEY FEES.** In the event of any legal action with respect to this Lease, the prevailing party in any such action shall be entitled to reasonable attorney fees, including attorney fees incurred at the trial level, including action in any bankruptcy court, on appeal or review or incurred without action, suits, or proceedings, together with all costs and expenses incurred in pursuit thereof.

28. **NO AGENCY.** LESSEE ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE SUPPLIER OR ANY FINDER, BROKER, OR EMPLOYEE OR AGENT OF ANY FINDER OR BROKER IS AN AGENT OR REPRESENTATIVE OF LESSOR, AND THAT NONE OF THE ABOVE IS AUTHORIZED TO WAIVE, ALTER OR ADD TO ANY TERM, PROVISION OR CONDITION OF THIS MASTER LEASE OR ANY SCHEDULE HERETO, OR MAKE ANY REPRESENTATION WITH RESPECT TO THIS MASTER LEASE OR ANY SCHEDULE HERETO. Lessee further acknowledges that Lessee, in executing this Lease, has relied solely upon the terms, provisions and conditions contained herein, and any other statements, warranties, or representations, if any, by the supplier, or any salesman, employee, representative or agent of the supplier or any finder, broker, or employee or agent of any finder or broker have not been relied upon by Lessee and shall not in any way affect Lessee's obligation to pay rent and otherwise perform as set forth in this Master Lease.

29. **LESSEE'S WARRANTIES.** Lessee represents and warrants to Lessor that (a) Lessee is duly organized, validly existing, and in good standing under applicable state law; (b) Lessee will authorize the signing, delivery and performance of each Lease before signing it; (c) when fully signed and delivered, each Lease will be a legal, valid and binding agreement of Lessee, enforceable against Lessee in accordance with its terms and conditions, and will not violate or create a default under any law, rule, regulation, judgement, order, instrument, agreement or charter document binding on Lessee or its property; (d) no action with any government authority is required for Lessee to enter into this Lease; (e) there are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on Lessee's ability to pay Lessor, nor is Lessee in default under any loan, lease or purchase obligation; (f) each Lease will be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws; (g) the financial statements and other information furnished to Lessor are and will be true and correct in all material respects and Lessor will be relying on the information contained therein; and (h) that Lessee's exact legal name, state of incorporation, location of its chief executive office and/or its place of residence as applicable, have been correctly identified to Lessor.

30. **MISCELLANEOUS. THIS MASTER LEASE SHALL BE GOVERNED AND CONSTRUED BY THE LAWS OF THE STATE OF CALIFORNIA.** This Master Lease and any related Schedule(s) as well as the Delivery and Acceptance receipt(s) for the Equipment constitute the entire agreement between the parties relating to a Lease, and supersede all prior negotiations, written or oral, including any written offer or proposal describing and/or summarizing the terms of any proposed lease/financing. This Master Lease, any Lease, and/or any Schedule cannot be modified except in writing signed by the party against whom enforcement is sought. Lessee represents to Lessor that it shall not allege in any court proceeding that the parties entered into an oral modification of any Lease, and further agrees, that in any event, any such oral modification shall not be enforceable unless it is reduced to a writing signed by the party against whom enforcement is sought. Time is of the essence of each Lease and of each and all of its provisions. Lessor and Lessee agree that any amount which Lessor may recover from Lessee under subparagraph 14 (c) or Paragraph 22 of this Master Lease represents liquidated damages for the loss of Lessor's bargain and not a penalty. If there is more than one Lessee to this Master Lease, the liability of each shall be joint and several and any release of or forbearance with respect to one Lessee shall not release any other Lessee. Lessor shall be entitled to specific performance of any and all of its rights under this Master Lease whether or not an adequate remedy at law exists. LESSEE HEREBY WAIVES TRIAL BY JURY AND THE RIGHT TO INTERPOSE ANY COUNTERCLAIM OR OFFSET OF ANY NATURE OR DESCRIPTION IN ANY LITIGATION BETWEEN LESSEE AND LESSOR WITH RESPECT TO THIS LEASE, THE EQUIPMENT OR THE REPOSSESSION THEREOF. Lessor, Lessee and any guarantor or subscriber agree that: (i) THE CALIFORNIA STATE COURTS LOCATED IN ORANGE COUNTY AND/OR THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION, SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY CONTROVERSIES, DISPUTES, CLAIMS, ACTIONS, PROCEEDINGS, OR APPEALS ON OR WITH REGARD TO ANY MATTER RELATED TO OR ARISING OUT OF THIS MASTER LEASE, ANY LEASE HEREUNDER, OR THE TRANSACTIONS EVIDENCED HEREBY OR THEREBY OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN LESSOR AND LESSEE (collectively, the "Lease Documents") OR THE EQUIPMENT (any of the foregoing, a "Dispute"); (ii) THEY TRANSACTED BUSINESS IN THE STATE OF CALIFORNIA BY ENTERING INTO THIS MASTER LEASE; AND (iii) THEY ACCEPT VENUE IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA. THIS MASTER LEASE IS SUBJECT TO APPROVAL AND ACCEPTANCE BY BALBOA CAPITAL CORPORATION'S FINANCE COMMITTEE AND SHALL NOT BECOME BINDING UPON LESSOR UNTIL EXECUTED BY AN OFFICER OF LESSOR. Such officer shall be the C.E.O., President, C.O.O., or Vice President. No other officer, employee, or agent of Lessor has the authority to waive, alter, or add to any term, provision or condition of this Master Lease and/or each Schedule. Notice thereof is hereby waived by Lessee. By execution hereof, the signer hereby certifies that he has read this Master Lease and any Schedule executed concurrently herewith, and that he is duly authorized to execute this Master Lease and each Schedule on behalf of Lessee. ANY AMENDMENT TO THIS MASTER LEASE AND/OR SCHEDULE TO BE EFFECTIVE MUST BE IN WRITING SIGNED BY LESSOR AND LESSEE. Any notice required by this Lease or the UCC shall be deemed to be delivered when a record properly directed to the intended recipient has been (a) deposited with the US Postal Service, (b) transmitted by facsimile, (c) transmitted through the Internet; or (d) has been personally delivered.

31. **COUNTERPARTS:** If this document was sent electronically, you hereby warrant that this document has not been altered in any way. Any alteration or revision to any part of this or any attached documents will make all such alterations or revisions non-binding and void. Only one counterpart of the Lease and of each Schedule or Addenda shall bear our ink signed signature and shall be marked "Original". To the extent that any Lease, Schedule or Addenda constitute chattel paper (as that term is defined by the Uniform Commercial Code), a security interest may only be created in the Lease, Schedule, or Addenda that bears our ink signed signature and is marked "Original".

32. **NO ALTERATIONS.** Lessee hereby warrants that this document has not been altered in any way. Any alteration or revision to any part of this or any attached documents will make all documents non-binding and void.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

ACCEPTED BY:

LESSOR:

Balboa Capital Corporation
575 Anton Blvd
12th Floor
Costa Mesa, CA 92626

By: 

Vice President

Date: 06/30/2023

LESSEE:

TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC

6021 Connection Drive 4th Floor
Irving, TX 75039

sign 

By:

David Jeffrey Goodgame
Chief Operating Officer

Date: 11/22/2022



**Addendum to
Master Lease Agreement # 311918-003**

Reference is made to the above-referenced Lease Agreement and Lease Schedule ("Lease") dated 11/22/2022 by and between TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC as Lessee, and BALBOA CAPITAL CORPORATION as Lessor.

Notwithstanding the terms and conditions contained in the Lease and to the limited extent hereof, the parties hereto agree as follows:

"AFTER THE FINAL BASE LEASE PAYMENT HAS BEEN MADE, PLUS ALL ACCRUED BUT UNPAID LATE CHARGES, INTEREST, TAXES, PENALTIES AND/OR ANY OTHER SUMS DUE AND OWING UNDER THE LEASE, AND NO EVENT OF DEFAULT, AS THE SAME IS MORE FULLY DESCRIBED IN SAID LEASE, HAS OCCURRED OR IS CONTINUING, (AS TO LEASE SCHEDULE 311918-003 TO SAID LEASE), THE LESSEE SHALL PURCHASE SAID EQUIPMENT FROM LESSOR FOR ONE DOLLAR (\$1.00) PLUS APPLICABLE SALES TAX, AT WHICH TIME TITLE SHALL TRANSFER FROM LESSOR TO LESSEE 'AS-IS, WHERE-IS', WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED."

In all other respects, the terms and conditions of the Lease, as originally set forth, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their authorized signatories, have executed this Addendum "A" at the date set forth below their respective signatures.

LESSOR:

Balboa Capital Corporation

By: R. [Signature]

Vice President

Date: 06/30/2023

LESSEE:

TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC

sign By: [Signature]

**David Jeffrey Goodgame
Chief Operating Officer**

Date: 11/22/2022



ADDENDUM I
UCC 2A SUPPLIER(S) DISCLOSURE


This addendum is to be attached to and made a part of that Master Lease Agreement Number 311918-003 by and between
BALBOA CAPITAL CORPORATION as Lessor,
and, TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC
as Lessee(s). Lessee acknowledges it may have rights under any Purchase Agreement with the supplier/vendor(s) and may
contact the supplier/vendor(s) for a description of any such rights.

The following are the supplier/vendor(s) in the above transaction.

#	Name	Address
---	------	---------

See invoice(s) attached hereto as Exhibit A1 and incorporated herein by this reference.

Lessee Name: TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC

By: 
David Jeffrey Goodgame
Chief Operating Officer
Date: 11/22/2022



Change Addendum

Lease Agreement: 311918-003

Reference is made to the above-referenced Lease Agreement ("Lease") dated 11/22/2022 by and between TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC, as Lessee, and AMERIS BANK d/b/a BALBOA CAPITAL, as Lessor.

Notwithstanding the terms and conditions contained in the Lease and to the limited extent hereof, Lessor and Lessee agree as follows:

The Quarterly Rent amount of "\$132,660.53" is hereby changed to "\$80,679.51" and Lessee agrees to make such payments as set forth in the Lease.

The Security Deposit amount of "132,660.53" is hereby changed to "80,679.51".

In all other respects, the terms and conditions of the Lease, as originally set forth, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their authorized signatories, have executed this Change Addendum on the date set forth below their respective signatures.

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."

Lessor:
AMERIS BANK d/b/a BALBOA CAPITAL

By: R. Neust
Vice President

Lessee:
TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC

By: David Jeffrey Goodgame
Name: David Jeffrey Goodgame
Title: Chief Operating Officer

Date: 06/30/2023

Date: 6.27.23



BALBOA
CAPITAL
A DIVISION OF AMERIS BANK

Change Addendum

Lease Agreement: 311918-003

Reference is made to the above-referenced Lease Agreement ("Lease") dated 11/22/2022 by and between **TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC** as Lessee, and **BALBOA CAPITAL CORPORATION**, as Lessor.

Notwithstanding the terms and conditions contained in the Lease and to the limited extent hereof, Lessor and Lessee agree as follows:

Lessor and Lessee hereby agree that the equipment location address
6021 Connection Drive 4th Floor, Irving, TX 75039

is hereby changed to

603 San Fernando Rd, San Fernando, CA 91340; 11705 Valley Blvd El Monte, CA 91732; 6300 Bandera Rd San Antonio TX 78238; 39550 Lyndon B Johnson Fwy Dallas, TX 75232; 4500 South Fwy Fort Worth, TX 76115; 6730 Gulf Fwy Houston, TX 77087; 2820 Fulton Ave Sacramento, CA 95821; 2751 SW Military Drive San Antonio, TX 78224; 4850 W Glendale Ave, Glendale, AZ 85301

In all other respects, the terms and conditions of the Lease, as originally set forth, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their authorized signatories, have executed this Change Addendum on the date set forth below their respective signatures.

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."

Lessor:
BALBOA CAPITAL CORPORATION

By: R. Noth
Vice President

sign

Lessee:
TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC

By: [Signature]
Name: David Jeffrey Goodgame
Title: Chief Operating Officer

Date: 06/30/2023

Date: 11/22/2022

**Lease Schedule No. 311918-003**

This Schedule is made as of the Acceptance Date set forth below and is made pursuant to and incorporates by reference each and every term of that certain Master Lease Agreement dated 11/22/2022 as though fully set forth herein.

Lessee TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC		Location of Leased Property	
Street 6021 Connection Drive 4th Floor		Street 6021 Connection Drive 4th Floor	
City, State, Zip Code Irving, TX 75039		City, State, Zip Code Irving, TX 75039	
Attention David Jeffrey Goodgame		Attention David Jeffrey Goodgame	
Title Chief Operating Officer	Phone No. 214-269-7800	Title Chief Operating Officer	Phone No.

ITEM	QUANTITY	DESCRIPTION	
		See Exhibit 'A', attached hereto and made a part hereof.	
BASE TERM 12	DEPOSIT \$132,660.53	Deposit to be applied to: Last quarterly payment Documentation Fee: 1% BLA	QUARTERLY PAYMENT \$132,660.53 *Plus Sales/Use tax if applicable

LESSOR:

Balboa Capital Corporation

By: R. Mohit

Vice President

Date: 06/30/2023**LESSEE:**

TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC

By: David Jeffrey GoodgameDavid Jeffrey Goodgame
Chief Operating OfficerDate: 11/22/2022



EXHIBIT 'A'

QUANTITY DESCRIPTION

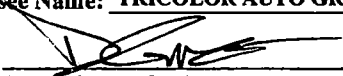
See invoice(s) attached hereto as Exhibit A1 and incorporated herein by this reference.



Master Lease Number: 311918-003

Lessee Name: TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC

sign →

By: 
David Jeffrey Goodgame
Chief Operating Officer

Date: 11/22/2022

Page 1 **of** 1

M342B

Exhibit F

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) WK LIEN SOLUTIONS 800-331-3282	
B. E-MAIL CONTACT AT FILER (optional) UCCFILING@RETURN@WOLTERS&LUNER.COM	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) P.O. BOX 29071 GLENDALE, CA 91209-9071 US	

Delaware Department of State
U.C.C. Filing Section
Filed: 03:53 PM 11/16/2022
U.C.C. Initial Filing No: 2022 9519752

Service Request No: 20224035579

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME TRICOLOR AUTO GROUP, LLC				
OR				
1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 6021 CONNECTION DRIVE, 4TH FLOOR		CITY IRVING	STATE TX	POSTAL CODE 75039
			COUNTRY US	

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME BALBOA CAPITAL CORPORATION				
OR				
3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 575 ANTON BLVD. 12TH FLOOR		CITY COSTA MESA	STATE CA	POSTAL CODE 92626
				COUNTRY US

4. **COLLATERAL:** This financing statement covers the following collateral:

All equipment and other personal property, including but not limited to, furniture, fixtures and equipment subject to that certain Agreement Number LA# 311918-003 dated 11/15/2022, between Secured Party as Lessor/Creditor and Debtor as Lessee/Debtor, and subject to any and all existing and future schedules entered into pursuant to and incorporating said Agreement; together with all accessories, parts, attachments and appurtenances appertaining or attached to any of the Equipment, and all substitutions, trade-ins, proceeds, renewals and replacements of, and improvements and accessions to the Equipment. LA# 311918-003

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public Finance Transaction ☐ Manufactured Home Transaction ☐ A Debtor is a Transmilling Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. **ALTERNATIVE DESIGNATION** (if applicable): ☒ Lessor/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. **OPTIONAL FILER REFERENCE DATA:**

DE-0-89929809-65293364

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

Lien Solutions

Representation of filing

This filing is Completed

File Number : 20229720640

File Date : 23-Nov-2022

A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	90058540 DEDE
File with: Secretary of State, DE	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

20229519752 11/16/2022 SS DE

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☒ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

All equipment and other personal property, including but not limited to, furniture, fixtures and equipment subject to that certain Agreement Number LA# 311918-003 dated 11/22/2022, between Secured Party as Lessor/Creditor and Debtor as Lessee/Debtor, and subject to any and all existing and future schedules entered into pursuant to and incorporating said Agreement, together with all accessories, parts, attachments and appurtenances appertaining or attached to any of the Equipment, and all substitutions, trade-ins, proceeds, renewals and replacements of, and improvements and accessions to the Equipment. LA# 311918-003

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME Balboa Capital Corporation				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: TRICOLOR AUTO GROUP, LLC

90058540

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) WK LIEN SOLUTIONS 800-331-3282	
B. E-MAIL CONTACT AT FILER (optional) OCCFILING@RETURN@WOLTERSKLAWER.COM	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) P.O. BOX 29071 GLENDALE, CA 91209-9071 US	

Delaware Department of State
U.C.C. Filing Section
Filed: 09:00 AM 06/28/2023
U.C.C. Initial Filing No: 2022 9519752
Amendment No: 2023 4525084
Service Request No: 20232872997

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20229519752

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Acknowledgment (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☒ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects ☐ Debtor or ☐ Secured Party of record

AND Check one of these three boxes to:

☐ CHANGE name and/or address. Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name. Complete item 7a or 7b, and item 7c ☐ DELETE name. Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR			
6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME AVTECH CAPITAL, LLC			
OR			
7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME			
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS 6995 UNION PARK CENTER, STE 400	CITY COTTONWOOD HEIGHTS	STATE UT	POSTAL CODE 94047	COUNTRY US
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8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME BALBOR CAPITAL CORPORATION			
OR			
9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:



CROSS COMPANY GUARANTY

Lease Number 311918-003

In consideration of the making of the above lease by the Lessor, BALBOA CAPITAL CORPORATION, with the Lessee TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC (the "Lessee") at the request of the undersigned and in reliance on this guaranty, the undersigned (if more than one, then jointly and severally) as a direct and primary obligation, guarantees to the Lessor and any assignee of the Lessor (either of whom are hereinafter called "holder") the prompt payment of all rent to be paid by the Lessee and the performance by the Lessee of all the terms, conditions, covenants and agreements of the lease, irrespective of any invalidity or unenforceability thereof or the security thereof. The undersigned promises to pay all expenses, including attorney's fees incurred by or in enforcing all obligations of the Lessee under the lease or incurred by the holder in connection with enforcing this guaranty. The undersigned waive notice of acceptance hereof, presentment, demand, protest, notice of protest or of any defaults and consents that the holder may, without affecting the obligation hereunder, grant the Lessee any extension of indulgence under the lease, and may proceed directly against the undersigned without first proceeding against lessee or liquidating or otherwise disposing of any security afforded holder under the lease. Accounts settled or stated between holder and Lessee shall bind the undersigned. This guaranty shall be construed in accordance with the laws of the State of California and the undersigned consents to the jurisdiction of the courts situated in the County of Orange, State of California. The undersigned waive trial by jury.

This guaranty shall bind the respective heirs, executors, administrators, successors, and assigns of the undersigned.

WITNESS OUR HANDS AND SEAL THIS ON 11/22/2022.

Company Guarantor Tricolor Holdings, LLC

sign

By: 

Name: David Jeffrey Goodgame

Title: Chief Operating Officer

(Have signed by an Officer / Member of the Company)

Company Resolution

I Jerome Andrew Kollar, the duly elected and qualified Chief Financial Officer of Tricolor Holdings, LLC (the "Company"), hereby certify that Company's exact legal name, state of incorporation/organization, location of its chief executive office and/or its place of residence, as applicable, have been correctly identified to Lessor, and that at a duly constituted meeting of the Board of Directors/Officers/Members/Partners of the Company, the Board resolved that David Jeffrey Goodgame in his/her capacity as Chief Operating Officer is authorized for, on behalf of and in the name of this Company, to negotiate, procure and execute such Lease Agreements and any other documents in connection with same, which in his/her opinion are necessary or advisable to effectuate the most favorable interests of the Company, and the execution of such documents by said officer shall be conclusive evidence of his/her approval thereof.

Legal Name of Company Tricolor Holdings, LLC

sign

Signature: 

Name: Jerome Andrew Kollar

Title: Chief Financial Officer

Date: 11/22/2022

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."

SL191B

SALE AND ASSIGNMENT AGREEMENT

This SALE AND ASSIGNMENT AGREEMENT (this "*Agreement*") dated June 30, 2023, is entered into by and between **Ameris Bank d/b/a Balboa Capital**, a Georgia Corporation with its principal place of business at 575 Anton Blvd., 12th Floor, Costa Mesa, CA 92626 ("*Seller*"), and Avtech Capital, LLC, a Utah limited liability company with its principal place of business at 6995 Union Park Center, Suite 400, Cottonwood Heights, Utah 84047 ("*Buyer*").

A. Seller is the current Lessor under Lease or Equipment Schedule No. 311918-003, dated 11/22/2022 (the "*Schedule*"), to Master Lease Agreement No. 311918, dated 11/22/2022, (the "*Master Lease*"), entered into with Tricolor Auto Group LLC ("*Lessee*") (said Schedule, the Master Lease (to the extent it relates to the Schedule), and all addenda, attachments, schedules, exhibits and riders as they relate to the Schedule, being hereinafter collectively referred to as the "*Lease*"; provided, however, that the term "*Lease*" shall not include other Lease or Equipment Schedules entered into pursuant to the Master Lease).

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller all of Seller's right, title and interest in and to the Lease and the Leased Property (defined below) subject thereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1: SALE AND ASSIGNMENT

1.1 Sale of Leased Property. Effective as of the date hereof, Seller hereby sells, assigns and transfers to Buyer and Buyer hereby purchases from Seller all right, title and interest in and to, free and clear of all liens, charges, encumbrances and other agreements other than the Lease and any applicable software license, all goods, equipment, general intangibles, personal and other property, however described, which is the subject of the Lease, together with all accessories, attachments and appurtenances appertaining or attached thereto, and all substitutions, renewals and replacements of and improvements to any and all of the foregoing, together with all proceeds, including without limitation insurance proceeds and proceeds of proceeds, issues, income and profits therefrom to the extent, and further including without limitation all warranty and other rights Seller may have with respect to the foregoing against the manufacturers or suppliers and against Sellers and assignors from whom Seller may have acquired such property, each case, covered by the Lease (other than Excepted Amounts (as defined below)) (collectively, the "*Leased Property*").

1.2 Assignment of the Lease. Effective as of the date hereof, Seller hereby assigns to Buyer all right, title and interest of Seller, as Lessor, in, under and to, free and clear of all liens, charges, encumbrances and other agreements other than the Lease and any applicable software license, the Lease and all rents and other sums due and to become due thereunder, including without limitation late fees, charges, and other amounts, and any and all extensions or renewals thereof, the right to exercise the Lessor's rights and remedies thereunder, and all proceeds of any and all of the foregoing, including without limitation all Assigned Lease Payments (defined below), (other than Excepted Amounts) (collectively, the "*Lease Payments*"). "*Excepted Amounts*" shall mean all rental payments due Seller prior to the first rental payment assigned to Buyer hereunder, all sales/use, personal property or similar taxes payable by Lessee, all related tax indemnity payments made or to be made by Lessee pursuant to the Lease, and all documentation, service, inspection and other fees and expenses payable to Lessor by Lessee pursuant to the Lease.

1.3 Consideration.

(a) In consideration of the sale of the Leased Property and assignment of the Lease as provided herein, Buyer shall pay to Seller the purchase price of \$555,481.66 (the "*Purchase Price*"), and Buyer shall be assigned the "*Assigned Lease Payments*" described as follows:

Lease Payment amount (exclusive of sales/use tax):	<u>\$80,679.51</u>
Billing Frequency:	<u>Quarterly</u>
Initial Lease term in months:	<u>12</u>
Lease Commencement Date:	<u>06/30/2023</u>
Number of Lease Payments assigned to Buyer:	<u>11</u>
Date first payment due to Buyer:	<u>09/27/2023</u>
Date last payment due Buyer:	<u>03/27-2026</u>

(b) The Purchase Price shall be paid on June 30, 2023 (the "*Closing Date*"). Upon Buyer's payment of the Purchase Price, all right, title and interest in the Leased Property and the Lease, as set forth herein, shall automatically transfer to Buyer without further action by the parties hereto.

(c) Upon Buyer's receipt of the Assigned Lease Payments, together with any other amounts due to Buyer under this Agreement, including without limitation in this Section 1.3, all of Buyer's right, title and interest in the Leased Property and Lease and related documents, including without limitation any financing statement, mortgage, deed of trust or other security instrument assigned to Buyer hereunder, shall automatically transfer back and be assigned to Seller for no additional consideration and without the need for further action by the parties hereto, free and clear of all liens, claims and encumbrances caused or permitted by or through Buyer. To the extent necessary to evidence the reassignment of Buyer's interest to Seller as set forth herein, as mutually determined by the parties hereto, the parties may, but shall not be obligated to, execute a bill of sale, assignment or other instrument to evidence such reassignment; provided, however, that notwithstanding the foregoing, the reassignment of Buyer's right, title and interest in the Leased Property and Lease to Seller shall nonetheless automatically transfer and be effective as set forth in this Agreement.

SECTION 2: REPRESENTATIONS, COVENANTS AND WARRANTIES

Seller hereby represents, covenants, warrants and agrees as follows:

2.1 Authorization. Seller (a) is duly organized, validly existing and in good standing under the laws of the state of its organization and is and will continue to be duly qualified to do business in all states in which such qualification is necessary, except where the failure to so qualify would not have a material adverse effect on the ability of Seller to perform its obligations under the Lease and/or this Agreement or otherwise impair Buyer's rights or remedies, (b) has the authority and power to execute, deliver and perform this Agreement and the Lease; such execution will not result in a violation or breach of the provisions of any agreement or other instrument to which Seller is a party or of any judgment, order, law or regulation applicable to Seller, and (c) may lawfully sale, transfer and assign the Lease and Leased Property to Buyer.

2.2 Due Execution. This Agreement and the Lease have been duly executed and delivered by Seller and constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with the terms hereof and thereof, subject only to bankruptcy, insolvency or similar laws affecting creditors' rights generally; Seller is not in default under the Lease; the Lease and related documents have been originated in accordance with applicable law and all required disclosures have been made, and no consent of any other party is required, including without limitation any governmental agency or regulatory authority.

2.3 Warranty of Title. Seller (a) is the sole legal owner of the Lease and has no participants or co-owners therein, (b) has not assigned the Lease and/or any of its rights thereunder or in the Leased Property, or granted any security interest in the Leased Property, to anyone other than Buyer, and (c) Seller has either (i) good and marketable title to the Leased Property, free and clear of all security interests, liens, claims, attachments, disputes, set-offs, counterclaims, and other encumbrances and rights (other than those of the Lessee and, in the case of software, has such rights under the applicable software license(s) as were assigned to Seller by Lessee, to the extent assignable) or (ii), with respect to any Lease that is deemed a lease intended as security, loan, installment or conditional sales contract, Seller has a perfected first priority security interest in the Leased Property (and in the case of software, has such rights under the applicable software license(s) as were assigned to Seller by Lessee and the applicable software supplier, to the extent assignable) covered by such Lease securing the Lessee's obligations under such Lease. Seller will defend the Leased Property against all claims and demands of all persons (other than Buyer, or Lessee to the extent consistent with the Lease) claiming the Leased Property or any interest therein. Buyer does not authorize and Seller will not transfer, assign, sell, encumber or otherwise dispose of the Leased Property without prior written consent of Buyer.

2.4 Original Lease. The original Schedule, related documents and a certified copy of the original Master Lease and related master documents, each as now in effect, have been or contemporaneously herewith are being delivered by Seller to Buyer; there is and shall be only one counterpart of the Lease. Lessor will not execute any copies of any Lease other than a copy for delivery to the Lessee named in such Lease. In the case of a master lease, the original of a Lease shall mean the original of the equipment schedule involved plus a certified copy of the related master lease. With respect to a Lease left in the possession of Lessor, Lessor will deliver to Buyer upon request proof satisfactory to Buyer of the existence of any such Lease and will permit Buyer to stamp any such Lease or Leases with a legend reflecting Buyer's interest therein.

2.5 **Totality of Documents.** The Lease and Lease Documents constitute the exclusive statement of the agreement between Seller and Lessee and between Seller and any other party or parties with respect to the subject matter of the Lease and Leased Property. "*Lease Documents*" means with respect to a Lease the written documents provided to Buyer evidencing Seller's agreement with the Lessee constituting such Lease furnished to Buyer at the time such Lease is assigned to Buyer hereunder.

2.6 **Compliance with Laws.** The Lease complies with all applicable laws and regulations, and Seller has made all disclosures to the Lessee required by law prior to the execution of the Lease.

2.7 **Lease Enforceable.** The Lease Documents and any guaranty (a) represents an existing, legally valid and enforceable obligation of the Lessee and any guarantor, respectively, in accordance with their terms, (b) all signatures, names, addresses, amounts and other facts contained in the Lease Documents and any guaranty are genuine, complete and correct, (c) are not subject to any defense, claim, counterclaim or setoff, and there is no default by Lessee or any guarantor, (d) the Lease constitutes a valid reservation of title to or a perfected first priority security interest in the Leased Property effective against all persons, and any filing, recordation or any other action or procedure permitted or required by law to perfect such security interest has been accomplished, (e) Lessee's obligation to pay rent under the Lease is absolute and unconditional and not subject to any abatement, recoupment, defense, claim, counterclaim, reduction, set-off, or any other adjustment of any kind for any reason whatsoever, and (f) no facts exist which would impair the value or validity of the Lease, any guaranty, and related documents, any rights created thereby, the Leased Property or this Agreement.

2.8 **No Lease Default.** As of the date hereof, (a) no payment due under the Lease was more than 10 days past due, (b) no nonpayment default was in existence thereunder, (c) no event has occurred and is continuing which with the lapse of time or giving of notice would constitute a default, and (d) Seller has no knowledge that the Lessee is asserting or has any basis to assert any defense, setoff, or counterclaim to its obligations under the Lease. Seller has not granted any extensions or waivers under the Lease.

2.9 **Delivery and Acceptance.** All of the Leased Property has been delivered and unconditionally accepted by the Lessee and the Lessee has acknowledged and certified in writing such receipt and acceptance of the Leased Property.

2.10 **Lessee Consent.** No consent of the Lessee is required for Lessor to grant a security interest in the Lease and Leased Property to Buyer hereunder, or, if required, it has been obtained.

2.11 **Motor Vehicles; Aircraft.** Each item of Leased Property constituting a motor vehicle or other titled vehicle shall be registered, and a certificate of title shall be applied for within ten (10) days of the date hereof and issued thereafter showing Buyer as the sole owner and/or secured party, as applicable, under the laws of each state requiring such registration. Each item of Leased Property constituting an aircraft or registrable aircraft part or component shall be registered with the F.A.A. as required.

2.12 **No Removal.** Seller will not permit any Lessee to remove any nonmotor vehicle Leased Property from the location of such Leased Property specified in the Lease, except for temporary periods not exceeding 30 days and as specified in the Lease, without prior notice to Buyer of the new location or locations. Lessor will not change the state of registration of Leased Property constituting a motor vehicle without prior notice to Buyer of the new state.

2.13 **UCC Filings.** Seller has filed or will file a UCC financing statement or statements with respect to the Lease and Leased Property, naming the Lessee as debtor, and will assign such financing statement to Buyer.

2.14 **Authorization to File UCC Financing Statements; Recordation and Filing.** Seller hereby authorizes Buyer, its successors and assigns to file, at Buyer's expense, with the appropriate filing offices any financing statements and financing statement amendments listing Seller as debtor and relating solely to the Lease and Leased Property described herein from time to time substantially in the form attached hereto as Exhibit A. This authorization shall be deemed to be in accordance with all the requirements of the UCC and no further authorization or act shall be deemed required to authorize Buyer to file such financing statements or financing statement amendments. Seller shall execute, if required, and Buyer shall prepare and file, if not already filed, such financing statements or other documents and such continuation statements with respect to financing statements previously filed relating to the Lease, Leased Property and this Agreement as may be required from time to time by Buyer.

2.15 **Power of Attorney in Respect to the Lease.** Seller does hereby irrevocably constitute and appoint Buyer its true and lawful attorney with full power of substitution, for it and in its name, place and stead, solely with

respect to the Lease and Leased Property, to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all rents, income and other sums which are assigned to Buyer in this Agreement with full power to settle, adjust or compromise any claim thereunder as fully as Seller could itself do, and to endorse the name of Seller on all commercial paper given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of Seller, or otherwise, which Buyer may deem necessary or appropriate to collect any and all sums which may be or become due or payable under the Lease, or which may be necessary or appropriate to protect and preserve the right, title and interest of Buyer in and to the Lease and Leased Property.

2.16 Notice of Default. Seller further covenants and agrees that it shall give Buyer prompt written notice, but in no event later than 15 days, of any payment default and 30 days of any other event or condition constituting a default under the Lease of which Seller has actual notice.

2.17 Retention of Title. Seller shall not encumber, sell, allow Lessee to sublease the Leased Property (except as expressly provided in the Lease), assign or otherwise dispose of any interest in the Lease or Leased Property.

2.18 Taxes. Seller will pay, or use its best efforts to cause Lessee to pay, all personal property, sales, use, and other taxes levied or assessed against the Leased Property and in connection with the Lease prior to the date on which penalties attach thereto.

2.19 Disclaimer of Tax Benefits. Seller acknowledges and agrees that Buyer has made absolutely no representations or warranties as to the availability of tax benefits, including but not limited to the investment tax credit and depreciation deductions.

2.20 Insurance. Seller has procured and will maintain, or has caused to be procured and maintained by Lessee, insurance issued by responsible insurance companies insuring the Leased Property against damage and loss by theft, fire, collision (in the case of motor vehicles), and such other risks as are usually carried by owners of similar properties or as may be requested by Buyer, in such amounts and payable in such manner as Buyer shall request. Seller hereby assigns to Buyer any and all moneys due or to become due under, and all other rights of Seller with respect to, any and all such policies of insurance covering the Leased Property. Seller shall on or about the time of assignment of the Lease hereunder, direct Seller's (or Lessee's, as applicable) insurer to name Buyer as the sole loss payee and additional insured with respect to the Leased Property and will furnish evidence of such insurance to Buyer upon request.

2.21 Assurances. Seller will execute, from time to time, such financing statements, assignments, and other documents and arrange for notations on motor vehicle certificates of title, as Buyer may reasonably deem appropriate in order to perfect its interest in the Lease and Leased Property (including any Leased Property or other collateral acquired by Lessee after the related Lease has been assigned to Buyer hereunder); will disclose upon request by Buyer the name of the record owner and the legal description of any real property to which any Leased Property may be deemed fixtures; and will notify Buyer promptly upon acquiring any additional Leased Property or other collateral for a Lease previously assigned to Buyer hereunder.

2.22 Inspection Rights. Seller will permit Buyer to examine Seller's books and records with respect to the Lease and Leased Property and make extracts therefrom and copies thereof at any time and from time to time, and Seller will furnish such information and reports to Buyer regarding the Lease and Leased Property as Buyer may from time to time request. Seller will also permit Buyer to inspect the Leased Property at any time and from time to time as Buyer may reasonably request subject to the terms of the Lease.

2.23 Duties; Records. Seller shall perform all of its duties and obligations under the Lease, and keep accurate books, records and accounts with respect to the Lease.

2.24 Financial Statements.

(a) The audited consolidated financial statement as of the end of the most recent fiscal year of Seller, a copy of which has been furnished to Buyer, has been prepared in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding fiscal year and presents fairly the financial condition of Seller and its consolidated subsidiaries at such date, and the results of their operations for the year then ended, and since such date there has been no material adverse change in their financial condition.

(b) Seller will furnish to Buyer: (i) within one hundred eighty (180) days after the end of each fiscal year, or upon Buyer's request, Seller's annual audited consolidated financial statement, certified by an independent certified public accountant; (ii) promptly, such other information regarding the operations, business and financial condition of Seller which is made available to the public and/or listed with the Securities and Exchange Commission pursuant to the Securities Act of 1933 and/or the Securities Exchange Act of 1934 as amended, and (iii) with reasonable promptness, such other information regarding Seller's operations, business and financial affairs as Buyer may reasonably request.

2.25 Lease Liability. This Agreement shall not relieve Seller from or cause Buyer to be liable for the obligations of Seller under the Lease. Seller also shall use its best efforts to cause the Lessee to perform Lessee's obligations under the Lease.

2.26 Risk of Loss. Risk of loss of, damage to or destruction of the Leased Property shall be borne by Seller (except as such risks are to be borne by the Lessee under the Lease, unless the occurrence of such risk would entitle the Lessee to an abatement of rental payments due under the Lease as a result thereof), and Seller shall insure the Leased Property against such risks to be borne by it in each case in an amount not less than the outstanding balance due from and after the date on which such risk might occur. All policies for such insurance shall contain loss payable clauses in favor of Seller and Buyer as their respective interest may appear. Seller hereby assigns and sets over unto Buyer all monies which may become payable on account of any amounts so due to the extent said monies are not used to repair or replace said Leased Property; provided that, if the Lease is terminated in whole or in part as a result of said loss, damage or destruction, Buyer then shall receive all of the insurance proceeds applicable thereto to the full extent of said termination.

SECTION 3: APPLICATION OF MONIES RECEIVED

3.1 Application of Rents and Other Payments by Lessee. Except as set forth in the Servicing Addendum, Seller agrees to instruct the Lessee to make all payments due under the Lease (excluding Excepted Amounts) directly to Buyer or in accordance with Buyer's instructions until such time as Seller's obligations hereunder have been discharged and Buyer shall have received all Assigned Lease Payments, together with any other amounts due to Buyer under this Agreement, including without limitation in Section 1.3. Seller agrees that should it receive any payments or any proceeds for or with respect to the Lease and/or Leased Property (other than Excepted Amounts), such payments shall be held in trust for the benefit of Buyer and it will promptly forward such payments to Buyer or in accordance with Buyer's instructions. The rents and other sums received by Buyer pursuant to this Agreement shall, so long as no event of default referred to in Section 4 hereof has occurred and is continuing, be paid and applied as follows:

(a) *Rents.* The amounts from time to time received by Buyer which constitute payment of rent under the Lease shall be applied first, to the payment of the Assigned Lease Payments then due and payable; second, any balance on such payment of rentals shall be applied to each successive payment due under this Agreement.

(b) *Casualty Occurrence Payments.* Any amounts received by Buyer which constitute settlement by the Lessee of a Casualty or payment by the Lessee pursuant to the Lease, shall be paid and applied to prepay the Assigned Lease Payments, together with any other amounts due to Buyer under this Agreement, including without limitation in Section 1.3.

3.2 Application of Payments in Event of Default. Notwithstanding anything else contained in this Section, if any event of default referred to in Section 4 hereof has occurred and is continuing, all amounts received by Buyer (other than Excepted Amounts) under this Agreement shall be applied in the manner provided for in Section 4 with respect to proceeds and avails of the Leased Property.

SECTION 4: DEFAULTS AND OTHER PROVISIONS

4.1 Event of Default Defined. The term "Event of Default" shall mean (a) any one or more breaches and/or failures by Seller in the due observance or performance of any representation, covenant, warranty, condition or agreement required under this Agreement (without regard to Seller's or Buyer's reliance thereon) following written notice to Seller with thirty days to cure such breach or failure; (b) any one or more breaches and/or failures by Seller in the due observance or performance of any representation, covenant, warranty, condition or agreement required to be observed or performed by Seller pursuant to the terms of the Lease (without regard to Seller's or

Buyer's reliance thereon) and the continuance thereof following written notice to Seller with thirty days to cure such failure; or (c) an Event of Default as such term is defined in the Lease.

4.2 Remedies Upon Event of Default. Upon the occurrence and during the continuance of an Event of Default, Buyer shall be entitled to take all actions permitted to a Buyer under the Uniform Commercial Code and any other applicable law, including but not limited to selling the Lease and its right in the Leased Property at private or public sale, in bulk or in parcels, with or without notice, and without having the Leased Property present at such sale. In addition to, and without in any way limiting the foregoing:

(a) Upon the occurrence and during the continuance of an Event of Default under Section 4.1(c), Seller shall cooperate with Buyer in all commercially reasonable ways to enable Buyer to collect the rent or other amounts due under the Lease, take possession of the Leased Property, or otherwise obtain any remedy available under the Lease or protect Buyer's investment and interest.

(b) Upon the occurrence and during the continuance of an Event of Default under Section 4.1(a) or 4.1(b), Seller shall, within thirty (30) days after Buyer's written demand to Seller, immediately prepay to Buyer the full amount of the then outstanding and unpaid Assigned Lease Payments, together with any other amounts due to Buyer under this Agreement, including without limitation in Section 1.3 (the "*Pay-Off Amount*"). Upon receipt of the Pay-Off Amount, Buyer agrees to release its interest in the Lease and Leased Property. Seller's obligations under this paragraph shall be absolute and unconditional, and Buyer shall not be required to first seek or exhaust any other remedies against any Lessee or any Leased Property. Should Seller refuse to pay the Pay-Off Amount to Buyer within said thirty (30) day period, then Seller shall also be obligated to pay Buyer all costs, expenses, and reasonable attorney's fees incurred by Buyer in connection with the enforcement and collection of said Pay-Off Amount. All amounts received by Buyer in connection with the exercise of any remedies under the Lease shall be applied first to Buyer's costs and expenses, including reasonably attorney's fees and legal costs, and then to the Pay-Off Amount.

(c) In the event the Lease is prepaid for any reason whatsoever, including without limitation, a casualty loss to the Leased Property, a default by Lessee under the terms of the Lease, or pursuant to the express terms of the Lease, and the amount due from Lessee pursuant to the terms of the Lease is not sufficient to pay Buyer's Pay-Off Amount, Seller shall upon demand pay to Buyer an amount equal to the difference between the Pay-Off Balance and the amount due pursuant to the terms of the Lease.

4.3 Sale of Leased Property. Any sale by Buyer whether under any power of sale hereby given or by virtue of judicial proceedings, applicable law, or otherwise, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Seller in and to the property sold and shall be a perpetual bar, both at law and in equity, against Seller, its successors and assigns and any and all persons claiming the property sold or any part thereof under, by or through Seller, its successors or assigns (subject, however, to the then existing rights, if any of the Lessee under the Lease and to the rights and interest of Seller, its successors and assigns, in the proceeds of such sale which are in excess of the amount required to satisfy the Assigned Lease Payments, together with any other amounts due to Buyer under this Agreement, including without limitation in Section 1.3, and the provisions of Section 4.4(a) and 4.4(b) hereof).

4.4 Application of Sale Proceeds and Other Recoveries. The proceeds of any sale of the Lease or Leased Property or any part thereof, and the proceeds and the avails of any remedy hereunder shall be paid and applied as follows:

(a) To the payment of cost and expenses, including reasonable attorney's fees and costs, of foreclosure, suit, or enforcement of Buyer's rights or remedies, whether a judicial proceeding has been initiated or not, if any, and of such sale, and the reasonable compensation of the agents, attorneys and the counsel of Buyer and of all proper expenses, liabilities and advances incurred or made hereunder by Buyer, its successor or assigns, and of all taxes, assessments or liens (if any) superior to the lien or interest of Buyer, except any taxes, assessments or other superior lien subject to which said sale may have been made;

(b) To the payment to Buyer, its successor or assigns to the amount then owing on the Assigned Lease Payments, together with any other amounts due to Buyer under this Agreement, including without limitation in Section 1.3 and other sums, and in case any such proceeds shall be insufficient to pay the Assigned Lease Payments, together with any other amounts due to Buyer under this Agreement, including without limitation in Section 1.3, then to the payment of such amounts then owing as Buyer, its successor or assigns shall elect; and

(c) To the payment to Seller of all sums remaining, if any.

4.5 No Waiver; Remedies Cumulative. No delay or omission of Buyer, its successors or assigns, to exercise any right or power arising from any default on the part of Seller shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by Buyer, its successors or assigns of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default or to impair the rights resulting therefrom, except as may be otherwise provided herein.

SECTION 5: MISCELLANEOUS

5.1 Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, premises and agreements in this Agreement contained by or on behalf of Seller or by or on behalf of Buyer shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

5.2 Communications. All communications and notices provided for herein shall be in writing and shall be deemed to have been given on the fourth business day after the same have been deposited in the United States mail, registered or certified, postage prepaid, addressed as follows:

If to Buyer: Avtech Capital, LLC
6995 Union Park Center, Suite 400
Cottonwood Heights, Utah 84047
Attn: Documentation Manager

If to Seller: Ameris Bank d/b/a Balboa Capital
575 Anton Blvd., 12th Floor
Costa Mesa, CA 92626
Attn: Customer Service

or as to any of the foregoing parties at such other address as such party may designate by notice duly given in accordance with this Section to other parties.

5.3 Governing Law; Jurisdiction; Venue. This Agreement has been delivered in the State of Utah and shall in all respects be governed by and construed in accordance with the laws of the State of Utah, regardless of conflicts of law principles. All matters or disputes in any way relating to or arising out of this Agreement and/or the relationship of the parties hereto shall be heard exclusively in the state and federal courts in Salt Lake County, Utah, and Seller hereby unconditionally and irrevocably submits to the exclusive and mandatory jurisdiction and venue of such courts, waives any objection to such exclusive and mandatory jurisdiction, venue or convenience of forum, and covenants to not initiate any action or proceeding in any other jurisdiction or venue.

5.4 Further Assurances. The parties agree to execute and deliver such additional documents and to take such other and further action as may be required to fully carry out the transactions contemplated herein. Seller shall perform all obligations of the Lessor under the Lease however arising, as if this Agreement had not been made.

5.5 Modification. This Agreement may not be modified except by a written agreement signed by both parties.

5.6 Jury Trial Waiver. THE PARTIES TO THIS AGREEMENT HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT AND ANY OF THE RELATED DOCUMENTS, AND DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN THEM. The scope of this waiver is intended to be all encompassing of any and all disputes that may be filed in any court (including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims). THIS WAIVER IS IRREVOCABLE MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENT RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

IN WITNESS WHEREOF, The parties hereto, intending to be legally bound hereby have caused this Sale and Assignment Agreement to be executed to be effective as of the day and year first above written.

SELLER

BUYER

Ameris Bank d/b/a Balboa Capital

Avtech Capital, LLC

By: *R. Noblett*
Name: Rebekah Noblett
Title: Vice President

By: _____
Name: _____
Title: _____

Exhibit A to Sale and Assignment Agreement

Form of UCC Financing Statement Collateral Description

Chattel paper consisting of all of Debtor/Assignor's right, title and interest in and to Lease Schedule No. 311918-003, dated 11/22/2022, to Master Lease Agreement No. 311918, dated 11/22/2022, between Ameris Bank d/b/a Balboa Capital as Lessor and Tricolor Auto Group LLC as Lessee, together with all amendments thereof and supplements and schedules thereto and also together with all goods, equipment, general intangibles, personal and other property referred to therein and rights to payment thereunder, including without limitation all substitutions and replacements thereof, and all attachments, additions, accessories and accessions thereto, whether now or hereafter acquired, existing or arising in connection therewith, and all proceeds thereof.

ACKNOWLEDGMENT AND AGREEMENT

TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC ("Customer") is hereby given notice of the assignment of the Lease agreement # 311918-003 dated as of 11/22/2022 (referred to as the "Agreement") between Customer and Balboa Capital Corporation ("Assignor") to AvTech Capital, LLC. ("Assignee). To induce Assignee to accept such Assignment, Customer acknowledges and agrees as follows:

1. that Assignor assigned to Assignee the Agreement and all of Assignor's rights, title and/or interests in and to the personal property referred to or described in the Agreement (collectively, the "Equipment").
2. Customer will pay all remaining payments due and to become due under the Agreement directly to Assignee without offset or reduction, to the following address, or to such other address as Assignee may designate in writing from time to time: AvTech Capital, LLC. at its office at 6995 Union Park Center, Suite 400, Cottonwood Heights, Utah 84047.
3. Customer acknowledges that 11 scheduled quarterly payments of \$ 80,679.51 remain to be paid by Customer during the non-cancellable term of the Agreement, and that the next scheduled payment is due on 09/27/2023 and the final scheduled payment is due on 03/27/2023.
4. Customer has received no notice and is not aware of any other sale, transfer, assignment, hypothecation, pledge, claim, security interest or encumbrance with respect to the Agreement, the payments due thereunder, or the Equipment other than to or in favor of Assignee.
5. Customer will keep the Equipment free and clear of all liens and encumbrances except the lien created by the Agreement.
6. Assignee has not made any express or implied warranties or representations as to any matter whatsoever, with regard to the Agreement or equipment, including, without limitation, regarding the condition of the Equipment, its marketability, or its fitness for any particular purpose, and Assignee does not assume any obligations of Assignor.
7. Customer executed one (1) original of the Agreement which it delivered to Assignor and Customer currently has no original in its possession.

IN WITNESS THEREOF, Customer has caused this agreement to be executed by its duly authorized officer as of this 26th day of June 2023.

Customer: TRICOLOR AUTO GROUP, LLC DBA TRICOLOR AUTO, LLC

By: 

David Jeffrey Goodgame

Its: Chief Operating Officer