

Fill in this information to identify the case:

Debtor 1 TRICOLOR HOLDINGS, LLC, et al.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas

Case number 25-33487 (MVL)

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

Official Form 410

Proof of Claim

12/24

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

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies 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>Epsilon Data Management, 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?	Where should notices to the creditor be sent? <u>Epsilon Data Management, LLC c/o Rosenberg & Estis, P.C.</u> Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) <u>733 Third Avenue</u> Number Street <u>New York NY 10017</u> City State ZIP Code Contact phone <u>2128676000</u> Contact email <u>agottesman@rosenbergestis.com</u>	Where should payments to the creditor be sent? (if different) Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email _____
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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? _____	



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? \$ 240,000.00. Does this amount include interest or other charges?
No
X 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.

Commercial sublease

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: \$ 240,000.00

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. \$ 240,000.00

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

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

☐ No

☒ Yes. Check one:

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

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

Amount entitled to priority

\$ _____

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

\$ _____

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

\$ _____

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

\$ _____

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

\$ _____

☒ Other. Specify subsection of 11 U.S.C. § 507(a)(2) that applies.

\$ 240,000.00

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

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 19 2025
MM / DD / YYYY

Signature

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

Name Andrew Gottesman
First name Middle name Last name

Title
Company Rosenberg & Estis, P.C.

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

733 Third Avenue

Number Street

New York NY 10017

City State ZIP Code

Contact phone 2128676000 Email agottesman@rosenbergestis.com

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ROSENBERG & ESTIS, P.C.

733 Third Avenue

New York, New York 10017

Andrew R. Gottesman, Esq.

Telephone: (212) 867-6000

Email: agottesman@rosenbergestis.com

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS**

In re:

TRICOLOR HOLDINGS, LLC, et al.,

Debtor.

Chapter 7

Case No. 25-33487 (MVL)

Jointly Administered

RIDER TO PROOF OF CLAIM OF EPSILON DATA MANAGEMENT, LLC

1. Epsilon Data Management, LLC ("Epsilon" or "Claimant") hereby submits this Rider ("Rider") to its Proof of Claim (the "POC") against the debtor, Tricolor Holdings, LLC (the "Debtor" and, together with the Claimant, the "Parties").

2. The Debtor filed for relief under 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code") on September 10, 2025 (the "Petition Date").

3. Claimant hereby asserts an administrative claim of no less than \$240,000.00¹ (the "Claim"), which consists of the rent arrears and associated attorneys' fees, due and owing under the Sublease Agreement, made by and between Piedmont Operating Partnership, LP, as master landlord, Epsilon, as sublandlord, and Debtor, as subtenant, dated November 12, 2020 (the "Sublease")², whereby Epsilon agreed to sublease commercial space to Debtor. The full amount of the claim accrued after the Petition Date.

4. Claimant reserves the right to further amend the Proof of Claim or this Rider as necessary or appropriate to amend, revise, increase, or correct the amount and details of the Claims set forth therein or herein. In addition, Claimant reserves all rights, claims, and defenses arising under, related to, or in connection with the

¹ The Claim includes rent accrual at approximately \$78,265.12 each month. The Rent Ledger is annexed hereto as **Exhibit A**.

² The Sublease Agreement is annexed hereto as **Exhibit B**.

Agreements, the POC, this Rider, or any matters referred to therein or herein, including, without limitation, the right to include any other Claims that Claimant may now have or may have in the future against the Debtor thereunder. Claimant reserves all rights to prepetition and post-petition interest, costs, and attorney's fees concerning all Claims asserted thereunder or hereunder to the maximum extent permitted by law.

5. This Proof of Claim is without prejudice to assert that additional portions, or all, of the Claims set forth herein are entitled to be treated as administrative claims against the Debtor under sections 503(b) and 507 of the Bankruptcy Code or to assert one or more of the agreements constitute a master netting agreement, swap agreement, repo agreement or other securities contract, and Claimant is therefore entitled to all of the protections afforded participants in such contracts under Sections 362(b), 541, and 546 of 11 U.S.C. (the "Bankruptcy Code").

6. All correspondence regarding this claim should be directed to the following:

Rosenberg & Estis, P.C.
733 Third Avenue
New York, New York 10017
Telephone: (212) 867-6000
Andrew R. Gottesman, Esq.
agottesman@rosenbergestis.com

Exhibit A

Client Name Tricolor Holdings LLC

Client ID: 100064104

Vendor ID: -

Job No.: X1024-000080-00

Job Name: 6021 Connection Drive, Entire 4th floor, TX

Month	Invoice No.	Invoice Amount	Payment	Balance Fwd	Notes
January	1050395481	\$76,949.63	(\$76,949.63)	\$0.00	ACH Payment date 01/03/25
February	1050395527	\$76,343.45	(\$76,343.45)	\$0.00	Ach Payment date 02/05/25
March	1050395539	\$75,831.04	(\$75,831.04)	\$0.00	ACH Payment date 03/04/25
April	1050395563	\$75,509.04	(\$75,509.04)	\$0.00	ACH Payment date 04/02/25
May	1050395598	\$75,833.79	(\$75,833.79)	\$0.00	ACH Payment date 05/02/25
June	1050395627	\$114,900.65	(\$114,900.65)	\$0.00	ACH Payment date 06/02/25
July	1050395673	\$78,265.12	(\$78,265.12)	\$0.00	ACH Payment date 07/02/25
August	1050395683	\$78,265.12	(\$78,265.12)	\$0.00	ACH Payment date 08/01/25
September	1050395711	\$78,265.12		\$78,265.12	
October	1050395756	\$78,265.12		\$78,265.12	
November	1050395770	\$78,265.12		\$78,265.12	
December	WIP	\$78,265.12		\$78,265.12	
Total		\$964,958.32	(\$651,897.84)	\$313,060.48	

Owed through Nov 18, 2025

\$234,795.36

Exhibit B

CONSENT TO SUBLEASE
(Epsilon Sublease to Tricolor)

This Consent to Sublease (this "Consent") is made by and among: **PIEDMONT OPERATING PARTNERSHIP, LP**, a Delaware limited partnership ("Master Landlord"), **EPSILON DATA MANAGEMENT, LLC**, a Delaware limited partnership ("Sublandlord"), and **TRICOLOR HOLDINGS, LLC**, a Delaware limited liability company ("Subtenant").

RECITALS

A. Master Landlord, as landlord, and Sublandlord, as tenant, are parties to that certain Office Lease Agreement dated as of August 1, 2013 (as may have been amended, the "Master Lease"), under which Master Landlord demised to Sublandlord the premises containing approximately 221,898 square feet of rentable area (the "Premises") in the building commonly known as Las Colinas Connection II, and whose street address is 6021 Connection Drive, Irving, TX 75039 (the "Building").

B. Sublandlord now desires to sublease to Subtenant a portion of the Premises.

C. Sublandlord has requested Master Landlord's consent to such sublease to Subtenant.

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

AGREEMENT

Subject to the following terms and conditions, Master Landlord hereby consents to the subletting to Subtenant of approximately 33,073 square feet comprised of the entire fourth (4th) floor of the Building (the "Sublet Space"), pursuant to that certain Sublease Agreement (the "Sublease"), a copy of which Sublease is attached hereto as Exhibit A.

1. Scope of this Consent. Nothing in this Consent or the Sublease shall: constitute approval or ratification by Master Landlord of any of the provisions of the Sublease or any other agreement relating thereto (other than the actual demise of the Sublet Space to Subtenant from Sublandlord) or constitute a representation or warranty on behalf of Master Landlord; waive or release Sublandlord or any person or entity claiming by, through or under Sublandlord (including Subtenant) from any of its obligations under the Master Lease or any other document affecting the Premises, or waive any present or future default of Sublandlord under the Master Lease; modify, waive, amend or affect any provisions, covenants or conditions of the Master Lease or any rights or remedies of Master Landlord thereunder; or be construed as an acknowledgement of any obligation of Master Landlord under the Master Lease or with respect to the Premises. This Consent is not assignable, and Master Landlord reserves the right to consent (or withhold consent) with respect to any other matter set forth in the Master Lease (including, without limitation, (a) any further sublettings or occupancies of all or any portion of the Premises, or assignments or other transfers of all or any portion of the Master Lease or any sublease or assignment, by Sublandlord (it being understood that any further subletting or assignment by

Subtenant shall be prohibited), and (b) any alterations to any portion of the Premises [pursuant to Article 9 of the Master Lease]). Master Landlord makes no representations or warranties of any kind in connection with the Sublease or this Consent, and Master Landlord takes no position as to whether any of the representations or warranties made by Sublandlord or Subtenant in the Sublease are true or correct.

2. Master Lease Superior. Subtenant acknowledges that any rights or remedies it has under the Sublease are derived from the Master Lease and, notwithstanding anything to the contrary contained herein or in the Sublease, Subtenant agrees to be bound by all of the terms and conditions of the Master Lease as fully and completely as if Subtenant were the original tenant under the Master Lease (except that Subtenant shall not be obligated to pay to Master Landlord the Base Rent set forth in the Master Lease). Notwithstanding anything in the Sublease to the contrary, the Sublease is and shall remain in all respects subject and subordinate to the Master Lease (as the same may be amended) and to all mortgages, deeds of trust, or any other hypothecation for security now or hereafter placed upon the Building. Neither Sublandlord nor Subtenant shall act in any manner which is inconsistent with the terms of the Master Lease. Master Landlord shall be bound solely by the terms and conditions of the Master Lease and not by the terms and conditions of the Sublease; however, Master Landlord shall have any rights specifically allocated to Master Landlord pursuant to the Sublease. In no event shall Master Landlord be deemed to be in privity of contract with Subtenant or owe any obligation or duty to Subtenant under the Master Lease or otherwise (the Master Lease being for the benefit of and enforceable solely by Sublandlord).

3. Liability of Sublandlord. Sublandlord is and shall remain primarily liable for all charges incurred with respect to the Premises (including the Sublet Space) and for the full performance of all covenants and conditions set forth in the Master Lease (including, without limitation, all insurance and indemnity obligations, the obligation to cure any default under or breach of the Master Lease (whether such default is caused by Sublandlord, Subtenant or anyone claiming by, through or under either) and the obligation to make all payments under the Master Lease directly to Master Landlord). Master Landlord shall be under no obligation to collect rent from Subtenant. Master Landlord may but shall not be obligated to furnish to the Sublet Space services or materials requested by Subtenant and may bill Subtenant directly for such services for the convenience of and without notice to Sublandlord. If Subtenant fails to pay Master Landlord for same as and when due, then Sublandlord shall pay such amounts as additional rent under the Master Lease. If Master Landlord shall notify Subtenant to make any payment directly to Master Landlord, then Subtenant shall do so and the same shall not (i) constitute the creation of any privity of contract with Master Landlord or any right in Subtenant under the Master Lease, or (ii) constitute a breach by Subtenant of the Sublease.

4. Amendment of Sublease. No amendment to the Sublease shall be effective without the prior written approval of Master Landlord, which approval shall be governed by Section 25.10 and all other applicable provisions of the Master Lease, notwithstanding anything to the contrary set forth in the Sublease. In no event shall any amendment to the Sublease affect or modify (or be deemed to affect or modify) the Master Lease in any respect.

5. Payment Requirements. Sublandlord acknowledges its obligation to pay to Master Landlord any sum owed pursuant to the Master Lease and otherwise to comply with the

provisions of any other provision of the Master Lease which may be relevant to the Sublease. Specifically, Sublandlord shall pay the expenses, including reasonable attorneys' fees, reasonably incurred by Master Landlord in connection with the Sublease and this Consent upon submission of bills therefore. Without limiting the generality of the foregoing, this Consent is conditioned upon Sublandlord paying to Master Landlord the amount of Master Landlord's third party expenses as set forth in Section 7.1 of the Master Lease.

6. Termination of Master Lease. If, at any time prior to the expiration or earlier termination of the term of the Sublease, the Master Lease (or Sublandlord's right to possession) shall expire or be sooner terminated for any reason, then the Sublease shall simultaneously terminate and Subtenant shall vacate the Sublet Space on or before the date of termination, any notice to quit being hereby expressly waived by Subtenant. Notwithstanding the foregoing, at Master Landlord's option and upon written demand from Master Landlord, Subtenant shall attorn to Master Landlord for the remainder of the term of the Sublease, such attornment to be upon all of the terms and conditions of the Master Lease (except that the Rent set forth in the Sublease shall be substituted for the base rent set forth in the Master Lease). In no event, however, shall Master Landlord be (a) liable for any act or omission of Sublandlord, (b) subject to any offsets or defenses which Subtenant had or might have against Sublandlord, (c) bound by any rent or other payment paid by Subtenant to Sublandlord in advance, (d) responsible to refund any security deposit to Subtenant or account to Subtenant therefor, except if and to the extent that Master Landlord has received and retained from Sublandlord amounts designated by Sublandlord as delivered in respect of Subtenant's security deposit and such amounts are in excess of the monetary obligations of Sublandlord to Master Landlord under the Master Lease, (e) responsible to account to Subtenant for any letter of credit delivered as security under the Sublease except if and to the extent that Subtenant has delivered to Master Landlord a replacement letter of credit that names Master Landlord as beneficiary and in other respects complies with the requirements set forth in the Sublease, or (f) bound by any amendment to the Sublease not consented to in writing by Master Landlord. Subtenant agrees to execute from time to time documents reasonably satisfactory to Master Landlord in confirmation of said attornment. The provisions of this Paragraph shall be self-operative and shall apply notwithstanding the fact that, as a matter of law, the Sublease may otherwise terminate upon the termination of the Master Lease. Nothing contained in this Paragraph shall be construed to impair or modify any right otherwise exercisable by Master Landlord, whether under the Master Lease or any other agreement, at law or in equity. If Subtenant shall continue in possession of any portion of the Premises after the termination of the Master Lease without Master Landlord's express written permission or as otherwise set forth above, then such holdover shall be deemed to be an Event of Default under the Master Lease (for which no notice or cure period shall be applicable), entitling Master Landlord to all rights and remedies afforded to Master Landlord under the Master Lease, at law or in equity. Sublandlord shall immediately and vigorously pursue against Subtenant all rights and remedies available to Sublandlord under the Sublease, at law or in equity in order to remedy such holdover. The terms of this Section 6 shall control, notwithstanding anything to the contrary in Paragraph 14 of the Sublease.

7. Notices. Subtenant shall simultaneously deliver a copy to Master Landlord of all notices sent to Sublandlord, and Sublandlord shall simultaneously deliver a copy to Master Landlord of all notices sent to Subtenant, personally or by reputable overnight courier, addressed as follows: (a) if to Landlord, c/o Piedmont Office Realty Trust, Inc., 5565 Glenridge

Connector, Suite 450, Atlanta, GA 30342 Attn: Asset Manager-Texas, with a copy to Piedmont Office Realty Trust, Inc., 8401 North Central Expressway, Suite 630, Dallas, TX 75225, Attn: Asset Manager-Texas; (b) if to Sublandlord, at Lion Re: Sources, Inc., 375 Hudson Street, New York, NY 10014, Attn: Steve Diamant, with a copy to Lion Re: Sources, Inc., 35 West Wacker Drive, Chicago, IL 60601, Attn: Mary Ellen McGrath, Esq.; and (c) if to Subtenant, at the Sublet Space, with a copy to Joy H. Phillips, Esq., Friedman & Feiger, LLP, 5301 Spring Valley Road, Suite 200, Dallas, TX 75254.

8. Ratification. By executing this Consent, Sublandlord and Subtenant acknowledge and agree to be bound by all of the terms and conditions of this Consent, and acknowledge that Master Landlord has agreed to execute this Consent based upon Sublandlord's and Subtenant's acceptance of the terms and conditions hereof. As further inducement for Master Landlord to grant its consent to the Sublease, each of Sublandlord and Subtenant represents and warrants to Master Landlord, to the best of its respective knowledge as of the date hereof, that Sublandlord has no claims, counterclaims, defenses or set-offs against Master Landlord arising from or out of a breach or default by Master Landlord under the Master Lease, that neither Master Landlord nor Sublandlord is in default under any terms of the Master Lease, nor has any event occurred which, with the passage of time or giving of notice (or both), will constitute an Event of Default under the Master Lease, and that no fact or circumstance exists which would permit Sublandlord to terminate the Master Lease.

9. Broker. Sublandlord and Subtenant each represent and warrant that, other than Cushman & Wakefield and Compass RE Texas (collectively, the "Broker") (who shall be paid by Sublandlord pursuant to a separate agreement), no broker, agent or finder introduced the Sublet Space to Subtenant, or negotiated or was instrumental or participated in negotiating or consummating the Sublease on behalf of Sublandlord or Subtenant, and no broker, agent or finder is or might be entitled to a commission or compensation in connection with the Sublease. Sublandlord and Subtenant, jointly and severally, each shall indemnify and hold harmless Master Landlord from and against any claims or causes of action for a commission or other form of compensation arising from the Sublease, whether asserted by Broker or any other person or entity. The provisions of this Paragraph shall survive the Sublease and the Master Lease.

10. Interpretation. Terms used but not defined herein shall have the meaning ascribed to them in the Master Lease. Except as between Sublandlord and Subtenant, in case of any conflict between the provisions of this Consent or the Master Lease and the provisions of the Sublease, the provisions of this Consent or the Master Lease, as the case may be, shall prevail unaffected by the Sublease. This Consent may be executed in counterparts, each of which shall be considered an original and all of which together shall constitute one and the same document. Time is of the essence with respect to Sublandlord's and Subtenant's obligations under this Consent.

11. Specific Inconsistencies in Sublease. Without limiting the generality of this Consent, the Sublease contains the following specific inconsistencies with the Master Lease, to which Master Landlord specifically does not consent:

(a) Notwithstanding anything in Paragraph 8 of the Sublease to the contrary, no alterations shall be made in or to the Premises or the Sublet Space without Master Landlord's

prior written consent, which consent may be granted or withheld in Master Landlord's sole and absolute discretion with respect to structural alterations and non-structural alterations which are visible from the exterior of the Premises or the Sublet Space, and which consent shall not be unreasonably withheld with respect to all other non-structural alterations, all as more fully set forth in Article 9 and any other applicable provisions of the Master Lease.

(b) Notwithstanding anything in Paragraph 23 of the Sublease to the contrary, Subtenant shall have no right to the flag poles installed by Sublandlord, exterior Building signage, or the Building Monument Sign. Any signage installed by or on behalf of Subtenant shall be at no cost to Master Landlord.

(c) Notwithstanding anything in Paragraph 28 of the Sublease to the contrary, Master Landlord shall be under no obligation to deliver any subordination and non-disturbance agreement or similar agreement to Subtenant.

12. Effectiveness of Consent. This Consent shall not be effective unless and until Master Landlord executes same.

13. Additional Provisions. Without limiting the generality of the foregoing provisions of this Consent:

(a) In no event shall the consent or approval of Subtenant be required for any amendment or modification of the Master Lease, and any such amendment or modification shall be effective in all respects as between Master Landlord, on one hand, and Sublandlord and Subtenant, on the other hand, notwithstanding anything to the contrary contained in the Sublease. Notwithstanding the foregoing, the Sublease shall control as to matters between Sublandlord and Subtenant.

(b) Any assignment by Subtenant of its entire interest in the Sublease shall be made only with the prior written consent of Master Landlord given in accordance with the Master Lease. In the case of any proposed sublease of all or any portion of the Sublet Space or other proposed transfer of an interest in or under the Sublease, Master Landlord may give or withhold consent in its sole and absolute discretion, notwithstanding anything to the contrary contained in the Master Lease or elsewhere in this Consent.

(c) Subtenant shall not for any purpose be considered or deemed to be a third party beneficiary of any obligations of Master Landlord set forth in the Master Lease or otherwise, notwithstanding anything to the contrary contained in the Sublease.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Consent to Sublease on
this ~~7th~~ day of NOVEMBER, 2020.

12th

MASTER LANDLORD:

PIEDMONT OPERATING PARTNERSHIP,
LP, a Delaware limited partnership

By: Piedmont Office Realty Trust, Inc.,
a Maryland corporation, its sole general partner

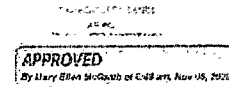
By: George Wells
Name:
Title: EVP

[Signatures continue on following page]

SUBLANDLORD

EPSILON DATA MANAGEMENT, LLC,
a Delaware limited liability company

By: Paul Dundon
Paul Dundon (Nov 7, 2020 11:50 EST)
Name: Paul Dundon
Its: CF O



SUBTENANT

TRICOLOR HOLDINGS, LLC,
a Delaware limited liability company

By: [Signature]
Name: Daniel Chu
Its: CEO

EXHIBIT A

Copy of Executed Sublease

AGREEMENT OF SUBLEASE

AGREEMENT OF SUBLEASE ("Sublease"), dated effective as of the 7th day of November —, 2020, by and between Epsilon Data Management, LLC ("**Sublessor**") and Tricolor Holdings, LLC ("**Sublessee**"). This Sublease supersedes any prior drafts between the parties.

Basic Sublease Definitions.

NAME OF SUBLESSOR: Epsilon Data Management, LLC

STATE OF FORMATION: Delaware

**SUBLESSOR'S ADDRESS(ES)
FOR NOTICES:** Lion Re: Sources, Inc.
375 Hudson Street
New York, NY 10014
Attn: Steve Diamant

With a copy to:

Lion Re: Sources, Inc.
35 West Wacker Drive
Chicago, IL 60601
Attn: Mary Ellen McGrath, Esq.

PAYMENT OF RENT ADDRESS: Remittance shall be made via ACH payment.
Banking information will be shared with
Sublessee upon full execution and receipt of
Underlying Landlord's consent.

NAME OF SUBLESSEE: TriColor Holdings, LLC

STATE OF FORMATION: Delaware

SUBLESSEE'S ADDRESS(ES)

(A) Prior to Commencement Date: 1111 W. Mockingbird Lane Suite 1500
Dallas, TX 75247

(B) After Commencement Date: 6021 Connection Drive, 4th Floor
Irving, TX 75039

With a copy to:

Friedman & Feiger, L.L.P.
5301 Spring Valley Road, Suite 200
Dallas, TX 75254
Attn: Joy H. Phillips, Esq.
jphillips@fflawoffice.com

(C) Sublessee's Contact for Rent Payments: (include e-mail address & phone)	Maggie Shoup Tricolor Holdings, LLC 6021 Connection Drive, 4th Floor Irving, TX 75039 <u>maggies@tricolor.com</u> (214) 939-7014 (ofc)
UNDERLYING LANDLORD:	Piedmont Operating Partnership, L.P.
UNDERLYING LEASE AND AMENDMENTS:	Office Lease Agreement dated 8/1/13
SUBLET PREMISES:	4th floor (33,073 RSF)
BUILDING:	Las Colinas Connection 6021 Connection Drive Irving, TX 75039
COMMENCEMENT DATE:	This Sublease shall commence on the occurrence of the latest of: (i) December 1, 2020; and (ii) the date of written consent of this Sublease from Underlying Landlord.
RENT COMMENCEMENT DATE:	Rent shall be due and payable ten (10) months after the Commencement Date.
EXPIRATION DATE:	June 15, 2026
PERMITTED USES:	General office use
ADDITIONAL RENT:	Sublessee shall pay its proportionate share of Building Operating Charges 2020 Base Year. Sublessee shall be responsible for any costs incurred due to Sublessee's needs above Building-supplied services (e.g., after-hours HVAC use and the like).
SECURITY DEPOSIT:	Sublessee shall provide a Letter of Credit in the amount of \$350,000.00 as modified pursuant to Article 35 of this Sublease.
BROKER(S):	Cushman & Wakefield Compass RE Texas
PARKING:	Per the Underlying Lease, Sublessee shall have all parking rights currently available to Sublessor on a pro-rata basis (i.e., 4.0 per 1,000 RSF in the parking structure at no cost to

Sublessee. Sublessee shall have the exclusive right to (2) visitor parking spaces at all times adjacent to the parking garage.

SIGNAGE:

Sublessee shall have signage rights as set forth in the Underlying Lease.

All capitalized terms used in the text of this Sublease without definition are defined above, provided that any terms defined in the Underlying Lease shall have the same definition herein.

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WITNESSETH:

WHEREAS, Sublessor is the tenant of the Premises in the Building, and Sublessee is desirous of subletting the Premises as shown on the floor plan annexed hereto as Exhibit A (the "Sublet Premises") from Sublessor upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the rental payments to be made hereunder by Sublessee to Sublessor and the mutual terms, covenants, conditions, provisions and agreements hereinafter set forth, Sublessor does hereby sublet to Sublessee and Sublessee does hereby take and hire from Sublessor, the Sublet Premises.

This Sublease shall be expressly subject and subordinate to all of the terms, covenants, conditions, provisions and agreements contained in the Underlying Lease. Sublessee acknowledges that a true copy of the Underlying Lease, with certain of the Excluded Provisions deleted or redacted, has been delivered to, and reviewed by, Sublessee and is annexed hereto and made a part hereof as Exhibit B. The provisions of the Underlying Lease are specifically incorporated herein by reference, except such terms, covenants, conditions, provisions and agreements as are specifically inconsistent with the terms hereof or are set forth in this Sublease below (the "Excluded Provisions") and except that all references therein to "Landlord" shall mean Sublessor, all references therein to "Tenant" shall mean Sublessee, all references to "Leased Premises" shall mean Sublet Premises, and all references to "this Lease" shall mean this Sublease. If any provisions of this Sublease shall conflict with any provision of the Underlying Lease, then, as between Sublessor and Sublessee the provisions of this Sublease shall control, provided, however, that if such construction of terms would cause Sublessor to be in default under the terms of the Underlying Lease, then such inconsistency shall be resolved in favor of the Underlying Lease.

1. Base Rent.

A. Sublessee shall pay Rent to Sublessor, at the Payment of Rent Address, on the first day of each and every calendar month during the Term in the following amounts:

<u>Months</u>	<u>Period</u>	<u>Annual Rate</u>	<u>Monthly Payment</u>	<u>\$/RSF PA</u>
1 - 10	12/1/20 - 9/30/21	\$0	\$0	\$21.00
11 - 18	10/1/21 - 5/31/22		\$57,877.75	\$21.00
		\$463,022.00		
19 - 30	6/1/22 - 5/31/23	\$727,606.00	\$60,633.83	\$22.00
31 - 42	6/1/23 - 5/31/24	\$760,679.00	\$63,389.92	\$23.00
43 - 54	6/1/24 - 5/31/25	\$793,752.00	\$66,146.00	\$24.00
55 - 66	6/1/25 - 5/31/26	\$826,825.00	\$68,902.08	\$25.00
Partial 67	6/1/26 - 6/15/26	\$34,451.04	\$34,451.04	\$25.00

All Rent, additional rent and other sums and charges due to Sublessor under this Sublease shall be paid by Sublessee at the office of Sublessor set forth above, or at such other place in the United States as Sublessor may designate, without any notice, setoff or deduction whatsoever. Sublessee's obligation to make such payments shall survive the Expiration Date or sooner

termination of this Sublease. The month 11 rent will be reduced to \$50,177.75 to offset the potential cost of hiring a crane to hoist construction material into the Sublet Premises.

B. All other costs and expenses which Sublessee assumes or agrees to pay pursuant to this Sublease shall be deemed additional rent and, in the event of non-payment after expiration of any applicable notice and cure periods, Sublessor shall have all the rights and remedies herein provided for in case of non-payment of Fixed Rent (or its equivalent term) in the Underlying Lease. If Sublessee shall fail to duly and timely pay any installment of Rent or additional rent, Sublessee shall also pay to Sublessor a late charge(s) and interest charges at the rate set forth pursuant to the Underlying Lease, or, if no such charges are specified in the Underlying Lease, equal to 5% of the overdue amount, such late charge to be payable as additional rent hereunder. The payment of such late charge shall be in addition to all other rights and remedies available to Sublessor in the case of non-payment of Rent.

C. In the event Sublessor incurs any costs or expenses which are directly attributable to services or utilities furnished to the Sublet Premises or repairs made in the Sublet Premises, such costs and expenses shall be deemed additional rent under this Sublease, and Sublessee shall pay Sublessor or the applicable provider, as the case may be, the full amount of such costs and expenses within ten days after receipt of the applicable invoices.

2. **Electricity.**

Sublessee shall pay its pro rata share of the actual metered consumption of electricity for the Building, as reflected on Underlying Landlord's bill outlining such allocation. As used herein, the parties agree that Sublessee's pro rata share of the total Sublandlord leasehold is 14.9%.

3. **Additional Rent; Underlying Landlord Charges.**

There shall be no additional rent to be paid for Operating Charges associated with this Sublease, other than pass-throughs over the 2020 Tax and Operating Base Year. However, if the Underlying Landlord performs work solely for the benefit of Sublessee and charges Sublessor for such work, those amounts shall be passed through directly to Sublessee without markup for payment by Sublessee.

4. **Compliance with Underlying Lease.**

Sublessee covenants and agrees to observe and perform all of the terms, covenants, conditions, provisions and agreements to be performed by Sublessor, as tenant pursuant to the Underlying Lease, except for any Excluded Provisions, and further covenants and agrees not to do or suffer or permit anything to be done which would result in a default under or cause the Underlying Lease to be terminated. Notwithstanding the foregoing, all notice and cure periods specified in the Underlying Lease shall, for purposes of determining compliance by Sublessee with the provisions hereof, be each reduced by five (5) days. In relation to Sublessee performing the obligations of Sublessor, as tenant pursuant to the Underlying Lease, said obligations shall be those of Sublessor in relation to the Sublet Premises. Sublessee shall be entitled to a five (5) day notice and cure period related to monetary default.

5. **Non-Liability, Indemnity.**

Except and to the extent caused by or due to the willful acts or gross negligence of Sublessor, or its agents, contractors, servants, licensees and employees, Sublessee shall and hereby does indemnify, defend and hold Sublessor harmless from and against any and all actions, claims, demands, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees and disbursements) asserted against, imposed upon or incurred by Sublessor by reason of (a) any violation caused, suffered or permitted by Sublessee, its agents, contractors, servants, licensees, employees or invitees, of any of the terms, covenants, conditions, provisions or agreements of the Underlying Lease, (b) any damage or injury to persons or property occurring upon or in connection with the use or occupancy of the Sublet Premises by Sublessee, (c) the use or maintenance of the Sublet Premises or any business therein or any work or thing whatsoever done by Sublessee, or any condition created in or about the Sublet Premises by Sublessee during the term (or any time prior to the Commencement Date that Sublessee may have been given access to the Sublet Premises), (d) any negligent or otherwise wrongful act or omission of Sublessee or any of its agents, contractors, servants, licensees, employees or invitees, (e) any failure of Sublessee to perform or comply with all of the provisions of this Sublease hereof that are applicable to Sublessee, and (f) any obligation Sublessor may have to indemnify Underlying Landlord under the Underlying Lease, to the extent related to acts or omissions of Sublessee. Neither Sublessor nor any agent, contractor, servant, licensee, employee or invitee of Sublessor shall be liable to Sublessee for any death of or injury or damage to Sublessee or any other person or for any damage to or loss (by theft or otherwise) of any property of Sublessee or any other person, except to the extent caused by or due to the willful acts or gross negligence of Sublessor, or its agents, contractors, servants, licensees or employees. In case any action or proceeding be brought against Sublessor or any agent, contractor, servant, licensee, employee or invitee of Sublessor by reason of any of the foregoing, Sublessee, upon notice from Sublessor, shall defend such action or proceeding by counsel chosen by Sublessee. Sublessee or its counsel shall keep Sublessor fully apprised at all times of the status of such defense and shall not settle same without the written consent of Sublessor, not to be unreasonably withheld, delayed or conditioned.

6. **Performance by Underlying Landlord.**

Sublessor does not assume any obligation to perform the terms, covenants, conditions, provisions and agreements contained in the Underlying Lease on the part of Underlying Landlord to be performed. The representations of Underlying Landlord are not the representations of Sublessor; however, Sublessor agrees to comply with the terms and conditions of the Underlying Lease. In the event Underlying Landlord shall fail to perform any of the terms, covenants, conditions, provisions and agreements contained in the Underlying Lease on its part to be performed, except as set forth in this Sublease, Sublessor shall be under no obligation or liability whatsoever to Sublessee. Sublessor shall cooperate with Sublessee, at no cost to Sublessor, in seeking to obtain the performance of Underlying Landlord under the Underlying Lease. Sublessee shall not be allowed any abatement or diminution of Fixed Rent or additional rent under this Sublease because of Underlying Landlord's failure to perform any of its obligations under the Underlying Lease, provided that to the extent Sublessor receives an abatement or diminution of Fixed Rent or additional rent from Underlying Landlord that relates to the Sublet Premises, Sublessee shall be entitled to an equivalent or proportionate abatement or diminution of Fixed Rent or additional rent.

If Underlying Landlord shall default in any of its obligations with respect to the Sublet Premises, or there shall exist a bona fide dispute with Underlying Landlord under the terms, covenants, conditions, provisions and agreements of this Sublease and/or the Underlying Lease and Sublessee notifies Sublessor in writing that Sublessee has previously notified Underlying Landlord of such dispute and that such default or notice has been disregarded or not reasonably satisfactorily acted upon, then Sublessor shall notify Underlying Landlord of such default or dispute in its name on Sublessee's behalf. Sublessee shall be entitled to participate with Sublessor in the enforcement of Sublessor's rights against Underlying Landlord, but Sublessor shall have no obligation to bring any action or proceeding nor to take any steps to enforce Sublessor's rights against Underlying Landlord. If, after written request from Sublessee, Sublessor shall fail or refuse to take appropriate action for the enforcement of Sublessor's rights against Underlying Landlord with respect to the Sublet Premises, Sublessee shall have the right to take such action in its own name, and for such purpose and only to such extent, all of the rights of Sublessor under the Underlying Lease (including Sublessor's arbitration rights) are hereby conferred upon and assigned to Sublessee and Sublessee hereby is subrogated to such rights to the extent that the same shall apply to the Sublet Premises. If any such action against Underlying Landlord in Sublessee's name, shall be barred by reason of lack of privity, non-assign ability or otherwise, Sublessee may take such action in Sublessor's name provided Sublessee has obtained the prior written consent of Sublessor, which consent shall not be unreasonably withheld or delayed (and if it is apparent that Sublessee must act promptly in order to preserve its rights, any failure on Sublessor's part to respond to Sublessee's request to take action in Sublessor's name within ten (10) business days after Sublessee's request shall be automatically deemed Sublessor's consent thereto), and in connection therewith, Sublessee does hereby agree to indemnify and hold Sublessor harmless from and against all liability, loss or damage, including, without limiting the foregoing, reasonable attorneys' fees and disbursements, which Sublessor shall suffer by reason of such action. If the Underlying Landlord fails to perform any obligations set forth in the Underlying Lease, Sublessor shall use good faith efforts to seek an abatement of rent. In the event that Sublessor receives an abatement of rent or additional rent because of Underlying Landlord's failure to perform any obligations under the Underlying Lease, Sublessor shall pass such abatement through to Sublessee.

7. **Maintenance Obligations.**

Sublessee shall assume the responsibility for and pay for all maintenance, repairs and replacements during the term of this Sublease, to the extent Sublessor is obligated to perform the same to the Sublet Premises in the Underlying Lease, and subject to and in accordance with the services and repairs, if any, which Underlying Landlord may be obligated to provide and to make in the Underlying Lease.

8. **Alterations.**

Sublessee shall not make any changes, alterations, additions or improvements to the Sublet Premises without first obtaining the written consent of the Underlying Landlord and Sublessor. Sublessor's consent shall not be unreasonably withheld if the written consent of the Underlying Landlord is first obtained, as well as a written waiver from Underlying Landlord of any restoration obligation of Sublessor pursuant to the Underlying Lease. Simultaneously with the submission of documents to the Underlying Landlord, Sublessee shall send copies of all such documents regarding alterations to Sublessor. Sublessee shall pay all costs and expenses relating to any

changes, alterations, additions or improvements and shall cause same to be completed in accordance with law and the terms, covenants, conditions, provisions and agreements of the Underlying Lease. Sublessee hereby agrees to indemnify, defend and hold Sublessor harmless from any and all loss, cost, and expense (including, without limitation, reasonable attorneys' fees) incurred by Sublessor as a result of Sublessee's failure to comply with the aforesaid terms, covenants, conditions, provisions or agreements.

9. **Initial Condition of Sublet Premises; Furniture.**

Except as may be otherwise specifically set forth in this Paragraph, Sublessee represents that it has inspected the Sublet Premises and agrees to take the same vacant, broom clean, and otherwise in its present "AS-IS" condition, and Sublessee acknowledges that no representations with respect to the condition thereof have been made by Sublessor or anyone on Sublessor's behalf. Sublessor shall deliver possession of the Sublet Premises, including delivery of all keys and security cards, broom clean within five (5) days after receipt of the consent of the Underlying Landlord to this Sublease. This Sublease includes all existing furniture, fixtures and equipment, HVAC equipment, etc., all in their current "as-is" condition ("**FF&E**") at no additional cost. Such FF&E is referenced on Exhibit C, annexed hereto and made a part hereof. Sublessee shall assume all maintenance responsibilities for this equipment (including the supplemental HVAC units) through the term of the Sublease and shall keep and maintain same in good condition, reasonable wear and tear excepted.

Sublessor and Sublessee agree that the Commencement Date of this Sublease shall occur on the later of: (i) December 1, 2020; (ii) the date of written consent of this Sublease from Underlying Landlord. Sublessee's free rent period shall commence on the date as determined in this paragraph and shall continue for ten (10) consecutive months, regardless of when Sublessee completes its construction work. Sublessee's delay in completing any construction work shall not prolong or otherwise impact the free rent period in any event. Upon determination of the Commencement Date pursuant to this Section 9, Sublessor and Sublessee shall execute a Certificate Affirming the Sublease Commencement Date annexed hereto as Exhibit D, which shall be deemed a part of this Sublease as if set forth in full.

Upon the Expiration Date, provided that no Event of Default then exists, Sublessor shall assign, transfer, and deliver unto Sublessee all of Sublessor's right, title and interest in and to the FF&E for \$10 and other valuable consideration. Sublessor represents and warrants title to the FF&E free and clear of any liens, security agreements or other encumbrances. The Bill of Sale annexed hereto as Exhibit E shall be executed by the respective parties on the Expiration Date, and any and all sales tax due and owing from such transfer shall be duly and timely paid by Sublessee, indemnifying Sublessor therefrom.

10. **Assignment and Subletting.**

Sublessee shall not assign the Sublease, sublet the Sublet Premises, transfer any interest of Sublessee therein or permit any use of the Sublet Premises by another party (collectively, "**Transfer**"), without the prior written consent of Sublessor and Underlying Landlord. Any **Transfer** shall be subject to Article VII of the Underlying Lease. With regard to financial status, any substitute entity must, in Sublessor's sole judgment, be in a financial position that is equal to

or better than that of Sublessee. All sublease profits, net of actual out-of-pocket subleasing expenses incurred during the term of the sublease, shall be evenly split between Sublessor and Sublessee. Out-of-pocket subleasing expenses shall refer to work allowances, free rent, brokerage commissions, reasonable attorneys' fees and marketing costs.

11. **Insurance.**

During the Term, Sublessee shall be responsible for paying all costs of maintaining (or at Sublessor's option, carrying and paying for) commercial liability insurance, property damage insurance, and any other insurance that Sublessor is required to carry by the Underlying Lease, all in conformity with the provisions of the Underlying Lease which shall include, without limitation, coverage of replacement value of any and all existing leasehold improvements, regardless of whether such improvements were or are installed by Underlying Landlord, Sublessor or Sublessee. Sublessee shall cause Sublessor and Underlying Landlord to be included as additional insureds in said policy or policies which shall contain provisions, if and to the extent available, that it or they will not be cancelable except upon at least thirty (30) days' prior notice to all insureds, and that the act or omission of one insured will not invalidate the policy as to the other insureds. Sublessee shall furnish to Sublessor a certificate of insurance confirming that all such insurance is in effect at or before the Commencement Date and, on request, at reasonable intervals thereafter.

Nothing contained in this Sublease shall relieve Sublessee from liability that may exist as a result of damage from fire or other casualty, but each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty. To the extent that such insurance is in force and collectible and to the extent permitted by law, Sublessor and Sublessee each hereby releases and waives all right of recovery against the other or anyone claiming through or under the other by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if the insurance policies of Sublessor and Sublessee provide that such release or waiver does not invalidate the insurance. Each party agrees to use its best efforts to include in its applicable insurance policies such a provision. If the inclusion of said provision would involve an additional expense, either party, at its expense, may require such provision to be inserted in the other's policy.

Sublessee hereby releases Underlying Landlord or anyone claiming through or under Underlying Landlord by way of subrogation or otherwise to the extent that Sublessor released Underlying Landlord or Underlying Landlord was relieved of liability or responsibility pursuant to the provisions of the Underlying Lease, and Sublessee will cause its insurance carriers to include any clauses or endorsements in favor of Underlying Landlord which Sublessor is required to provide pursuant to the provisions of the Underlying Lease.

12. **Default.**

In the event Sublessee defaults in the performance of any of the terms, covenants, conditions, provisions and agreements of this Sublease or of the Underlying Lease and such default is continuing beyond the applicable notice and cure periods, Sublessor shall be entitled to exercise any and all of the rights and remedies to which it is entitled by law and also any and all of the rights and remedies specifically provided to or for the benefit of Underlying Landlord in the Underlying Lease, which rights and remedies are hereby incorporated herein and made a part

hereof with the same force and effect as if herein specifically set forth in full, and that wherever in the Underlying Lease rights and remedies are given to Underlying Landlord, the same shall be deemed to apply to Sublessor.

13. **Sublease Consent.**

All Sublease terms shall be subject to the terms of the Underlying Lease. All references herein to the Underlying Lease terms are noted only as a convenience, not representation. This Sublease shall become effective only if the written consent hereto of Underlying Landlord is obtained. If such written consent is not obtained, then this Sublease shall be void and of no force or effect and Sublessor shall return to Sublessee the first month's rent and the security deposit thereupon neither party shall have any further obligation to the other. Upon execution and delivery of this Sublease by Sublessor and Sublessee, and receipt of the first month's rent and security deposit, Sublessor shall promptly request the consent of Underlying Landlord to this Sublease. Sublessee agrees to provide such information in connection with such request as Underlying Landlord shall reasonably request. If the foregoing consent is not obtained within forty-five (45) days following the execution and delivery of this Sublease by both parties, then Sublessee may, at any time until such consent is obtained, cancel this Sublease by giving written notice to Sublessor of its election to cancel. If Sublessee does not give notice to cancel and the consent of the Underlying Landlord is obtained, Sublessee shall have no further right to cancel this Sublease pursuant to this paragraph. Upon Sublessor's receipt of a valid notice of cancellation, this Sublease shall be null and void and Sublessor shall return to Sublessee the first month's rent and the security deposit and thereupon neither party shall have any further obligation to the other. In the event that Underlying Landlord shall notify Sublessor that it will not consent to this Sublease, then Sublessor will promptly notify Sublessee of such fact, return to Sublessee the first month's rent and security deposit, and thereupon this Sublease shall be null and void and thereupon neither party shall have any further obligation to the other.

14. **Attornment.**

If the Underlying Lease and Sublessor's leasehold interest in the Sublet Premises shall be terminated, other than as a result of a casualty or condemnation or sale in lieu thereof, this Sublease shall remain in full force and effect as a direct lease between Sublessee and Underlying Landlord and Sublessee shall, if so requested in writing by Underlying Landlord, attorn to Underlying Landlord and shall, during the term of this Sublease, perform all of the terms, covenants, conditions, provisions and agreements of this Sublease on the part of Sublessee to be performed. In the event of any such attornment, Underlying Landlord shall not be (i) liable for any act or omission or default of any prior sublessor (including, without limitation, Sublessor); (ii) subject to any offsets or defenses which Sublessee might have against any prior sublessor (including, without limitation, Sublessor); (iii) bound by any Fixed Rent or additional rent which Sublessee might have paid for more than the current month to any prior sublessor (including, without limitation, Sublessor); or (iv) bound by any amendment or modification of this Sublease made without Underlying Landlord's written consent. The foregoing shall be self-operative without the necessity of the execution of any further instruments, but Sublessee agrees, upon the demand of Underlying Landlord, to execute, acknowledge and deliver any instrument or instruments confirming such attornment.

15. **Notice.**

Any notice to be given under this Sublease shall be in writing and shall be sent by nationally-recognized overnight courier, with recipient's signature required, to the address(es) herein stated above in Basic Sublease Provisions. Each party shall have the right upon ten (10) days' prior written notice, to change, by notice in writing, the address to which such party's notice is to be sent. Any notice to be given by Sublessor may be given by the attorneys for Sublessor. Notices shall be deemed given upon receipt or refusal thereof. Any notice that Sublessor receives from or transmits to Underlying Landlord regarding the Sublet Premises shall be delivered by Sublessor to Sublessee within five (5) business days following such receipt or transmission.

16. **Quiet Enjoyment.**

Sublessor covenants that Sublessee, on paying the Fixed Rent and additional rent and performing all the terms, covenants, conditions, provisions and agreements hereunder, shall and may peacefully and quietly have, hold and enjoy the Sublet Premises for the term aforesaid, free from any interference or hindrance by Sublessor, but subject to the exceptions, reservations and conditions hereof.

17. **Surrender of Sublet Premises.**

On the date upon which the term hereof shall expire and come to an end, whether on the Expiration Date, by lapse of time or otherwise, Sublessee, at Sublessee's sole cost and expense, shall quit and surrender the Sublet Premises and all improvements thereon to Sublessor in the same good order and condition as Sublessor is delivering them to Sublessee, ordinary wear and tear excepted, subject to the provisions of the Underlying Lease, together with all keys and security cards.

18. **Brokers.**

Sublessee represents and warrants to Sublessor and Sublessor represents and warrants to Sublessee that neither party has had any dealings, either direct or indirect, with any real estate agent or broker in connection with this transaction, other than Cushman & Wakefield and Compass RE Texas. Sublessor shall pay Compass RE Texas one full commission to the procuring broker, upon full execution of this Sublease, including all consents, pursuant to a separate procuring brokerage agreement in accordance with the commission rates for transactions in Irving, Texas. Sublessor shall also pay Cushman & Wakefield a commission amount to the agency broker, upon full execution of this Sublease, including Underlying Landlord consent and any other required consent, pursuant to a separate agency brokerage agreement. Under no circumstances shall Sublessee be responsible for any brokerage fees in connection with this Sublease.

19. **Successors and Assigns.**

This Sublease shall be binding upon and, except as prohibited by this Sublease or the Underlying Lease, inure to the benefit of the parties hereto and their respective successors and assigns.

20. **No Modifications.**

This Sublease may not be modified except by written agreement signed by Sublessor and Sublessee.

21. **Restoration.**

Sublessee shall remove any improvements and fixtures that Sublessee installs, which the Underlying Lease requires to be removed. Sublessee shall be liable for any associated restoration costs, including but not limited to demolition, upon vacating its space.

22. **Representations and Covenants.**

A. Sublessor hereby represents to Sublessee that (i) the Underlying Lease annexed hereto is a full and complete copy of same and there are no amendments thereto, (ii) the Underlying Lease is in full force and effect and Sublessor covenants that so long as Sublessee is not in default hereunder, it will not amend, cancel or surrender the Underlying Lease during the term of the Sublease without advising Sublessee and receiving its consent thereto in writing, which consent shall not be unreasonably withheld or delayed as to an amendment and which consent as to a cancellation or surrender may be in Sublessee's sole and absolute discretion, provided such amendment does not increase Sublessee's obligations or diminish Sublessee's services, rights or privileges; (iii) Sublessor has received no written notice of default from the Underlying Landlord which default remains uncured on the date hereof; (iv) to the best of Sublessor's knowledge, neither Sublessor nor Underlying Landlord is in default beyond applicable notice and grace periods under the Underlying Lease, and no event has occurred or is continuing which would constitute a default under the Underlying Lease but for the requirement of the giving of notice and/or the expiration of the period of time to cure; and (v) Sublessor has not assigned, granted a security interest in or encumbered in any way whatsoever its interest in the Underlying Lease

B. Sublessor agrees that, in the event Sublessor defaults under the terms, covenants, conditions, provisions and agreements of the Underlying Lease (provided same was not caused by Sublessee or was the result of Sublessee's actions or inactions with respect to Sublessee's obligations related to the Underlying Lease hereunder), including, but not limited to actions or inactions occurring prior to the Commencement Date hereof, then in such event, Sublessor covenants and agrees to defend, indemnify and hold Sublessee harmless from any and all claims, causes of action against or damages to Sublessee to the extent resulting therefrom (including reasonable attorneys' fees). In addition to the foregoing, in the event Sublessor receives a notice of default from the Underlying Landlord, and Sublessor does not cure such default within the applicable grace period, Sublessee shall have the right, on behalf of Sublessor, to cure any such default. Sublessor agrees to give Sublessee written notice of any default notice received from Underlying Landlord within two (2) business days of Sublessor's receipt thereof. Upon the curing of such default, Sublessor hereby agrees to reimburse Sublessee, upon demand, for the amount of such default, and only in the event such default was a non-monetary default, for any additional

costs or expenses incurred in curing such default (including reasonable attorneys' fees), provided same was not caused by Sublessee or was the result of Sublessee's actions or inactions with respect to Sublessee's obligations hereunder. In the event Sublessor, within five (5) business days of demand, accompanied by reasonable proof of payment, shall fail to so reimburse Sublessee for any reason other than with respect to the payment of Fixed Rent under the Underlying Lease and Sublessor raises no reasonable objection with respect thereto, then, in such event, Sublessee, in addition to any other rights available to it, shall have the right to offset such costs or expenses incurred against the next installments of rent due under this Sublease.

23. **Signage.**

Subject to the provisions of the Underlying Lease and Underlying Landlord's approval, Sublessee shall have the right to install signage as set forth in the Underlying Lease.

24. **Inability to Perform, Delays.**

If Sublessee shall be delayed in obtaining possession of the Sublet Premises because of delays in obtaining consent or in construction or for any other reason beyond the reasonable control of Sublessor, Sublessor shall not be subject to any liability, the effectiveness of this Sublease shall not be affected and the term hereof shall not be extended, but the Fixed Rent shall be abated (provided Sublessee is not responsible for the delay in obtaining consent or possession and provided the delay is not due to delays in obtaining consent to, or in construction of, work required or permitted to be performed by Sublessee) until possession shall have been made available to Sublessee. Sublessee and Sublessor shall be entitled to the provisions of Section 25.20 with respect to the occurrence of a Force Majeure event which are incorporated herein by reference.

25. **Notice of Accidents.**

Sublessee shall give Sublessor and Underlying Landlord notice of any fire, casualty or accident in or about the Sublet Premises promptly after Sublessee becomes aware of such event.

26. **Destruction by Fire or Other Casualty.**

A. If the Building shall be partially or totally damaged or destroyed by fire or other casualty, Sublessee shall have no right to terminate this Sublease and this Sublease shall not be terminated by reason of such casualty unless the Underlying Lease is terminated by Sublessor or Underlying Landlord pursuant to the provisions of the Underlying Lease. If the Sublet Premises shall be totally damaged or destroyed by fire or other casualty, Sublessee shall have the right to terminate this Sublease. If the Sublet Premises are partially damaged or destroyed by fire or other casualty, the Rent and additional rent shall be abated to the extent the Sublet Premises are not useable by Sublessee until such use is restored, provided that if the Sublet Premises shall be totally damaged or destroyed by fire or other casualty, Sublessee shall have the right to terminate this Sublease. If the Sublet Premises are partially damaged or destroyed by fire or other casualty, the Rent and additional rent shall be abated to the extent the Sublet Premises are not useable by Sublessee until such use is restored, provided that if such event occurs in the last 12 months of the term of this Sublease, Sublessee shall have the right to terminate this Sublease.

B. If the Building is partially or totally damaged by fire or other casualty as a consequence of which Sublessor shall receive an abatement of rent or additional rent relating to the Sublet Premises, then in such event, there shall be a corresponding abatement of the Fixed Rent payable hereunder.

C. If the Underlying Lease is terminated pursuant to the provisions thereof as the result of a taking of all or any portion of the Building by condemnation (or deed in lieu thereof), this Sublease shall likewise terminate. In such event, Sublessee shall have no claim to any portion of the award with respect to any such taking, except to file a claim for the value of its fixtures or for moving expenses; provided, however, that Sublessor's award is not thereby reduced or otherwise adversely affected.

27. **Bankruptcy.**

In the event Sublessee becomes the subject of proceedings involving bankruptcy, insolvency or reorganization of Sublessee, or if Sublessee makes an assignment for the benefit of creditors, or petitions for, or enters into an arrangement with creditors, Sublessor shall have the same rights as to Sublessee as are afforded Underlying Landlord under the Underlying Lease under similar circumstances involving Sublessor.

28. **Subordination and Non-Disturbance.**

Sublessor shall request that Underlying Landlord provide Sublessee with a mutually agreeable subordination and non-disturbance agreement from any present or future lenders or ground lessors, but this sublease shall not be contingent upon Sublessee obtaining such an agreement.

29. **No Waiver, etc.**

No agreement to accept a surrender of this Sublease shall be valid unless in writing and signed by Sublessor. The failure of Sublessor or Sublessee to enforce any terms, covenants, conditions, provisions or agreements of this Sublease shall not prevent the later enforcement thereof or a subsequent act which would have constituted a violation from having all the force and effect of an original violation. The receipt by Sublessor or payment by Sublessee of Fixed Rent or other rent or charges with knowledge of the breach of any covenant of this Sublease shall not be deemed a waiver of such breach. The parties hereto, to the fullest extent permitted by law, waive trial by jury in any action or proceeding relating hereto and consent to the jurisdiction of the applicable court system of the jurisdiction in which the Sublet Premises is situated.

30. [Intentionally omitted.]

31. **Rules and Regulations.**

Sublessee agrees to comply with all rules and regulations that Underlying Landlord has made or may hereafter from time to time properly promulgate for the Building. Sublessor shall not be liable in any way for damage caused by the non-observance by any of the other tenants of such similar covenants in their leases or of such rules and regulations but shall be liable for Sublessor's non-compliance.

32. **Access; Occupancy; Consents.**

A. **Access.** Sublessee may have access to the Sublet Premises for purpose of taking measurements, installing telephone lines and other services prior to the Commencement Date, provided that Underlying Landlord consents to same. Sublessor shall seek Underlying Landlord's consent on the foregoing access at the time this Sublease is submitted for Underlying Landlord's approval.

B. **Occupancy.** Sublessor represents that the Sublet Premises will be free of other tenants from the date of execution of the Sublease to the date of Underlying Landlord's consent and thereafter if Underlying Landlord's consent is obtained.

C. **Consents.** Sublessor agrees that, whenever a provision in the Underlying Lease requires the consent of the Underlying Landlord, Sublessor shall request Underlying Landlord's consent in each case.

33. **Entire Agreement. Miscellaneous.**

A. This Sublease shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law principles thereof.

B. The paragraph headings in this Sublease are inserted only as a matter of convenience for reference and are not to be given any effect in construing this Sublease.

C. If any of the provisions of this Sublease or the application thereof to any person or circumstance shall be, to any extent, held to be invalid or unenforceable, the remainder of this Sublease shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

D. All of the terms and provisions of this Sublease shall be binding upon and, except as prohibited by paragraph 10 hereof, inure to the benefit of the parties hereto and their respective permitted successors and assigns.

E. All prior negotiations and agreements relating to this Sublease and the Sublet Premises are merged into this Sublease. This Sublease may not be amended, modified or terminated, in whole or in part, nor may any of the provisions be waived, except by a written instrument executed by the party against whom enforcement of such amendment, modification, termination or waiver is sought and unless the same is permitted under the provisions of the Underlying Lease.

F. Each of Sublessor and Sublessee represents and warrants to the other that each person executing this Sublease is a duly authorized representative of Sublessor or Sublessee, as the case may be, and has full authority to execute and deliver this Sublease.

G. This Sublease shall have no binding force and effect and shall not confer any rights or impose any obligations upon either party unless and until both parties have executed it and Sublessor shall have obtained Underlying Landlord's written consent to this Sublease pursuant to the provisions hereof and delivered to Sublessee an executed copy of such consent. Under no

circumstances shall the submission of this Sublease in draft form by or to either party be deemed to constitute an offer for the subleasing of the Sublet Premises.

H. This Sublease may be executed in several counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

I. This Sublease and all the obligations of Sublessee to pay Rent and additional rent and perform all of its other covenants and agreements hereunder shall in no way be affected, impaired, delayed or excused because the Sublessor or Underlying Landlord are unable to fulfill any of their respective obligations hereunder, either explicit or implicit, if Sublessor or Underlying Landlord is prevented or delayed from so doing by reason of strikes or labor trouble or by accident, adjustment of insurance or by any cause whatsoever reasonably beyond Sublessor's or Underlying Landlord's control.

J. Each and every right and remedy of Sublessor and Sublessee under this Sublease shall be cumulative and in addition to every other right and remedy herein contained or now or hereafter existing at law or in equity, by statute or otherwise.

K. At any time and from time to time Sublessee shall, within ten (10) days after written request by Sublessor, execute, acknowledge and deliver to Sublessor a written statement certifying (i) that this Sublease has not been modified and is in full force and effect or, if modified, that this Sublease is in full force and effect as modified, and specifying such modification(s), (ii) the dates to which the Rent and additional rent and other charges have been paid, (iii) that, to the best of Sublessee's knowledge, no defaults exist under this Sublease or, if any do exist, the nature of such default(s) and (iv) as to such other matters as Sublessor may reasonably request to the extent true.

L. Sublessor and its parent company, Publicis Groupe, take very seriously their obligations under the French Due Diligence Law and the French Sapin II Law and want to act as an ethical and engaged economic and social player in all countries where they operate. In this regard, Sublessee shall, in performing its obligations, take into account its impact on the environment and shall discuss with Sublessor, on an annual basis, how to help Publicis Groupe globally and locally, meet its environmental policy targets, in particular through presenting Publicis Groupe with its products and services which, based on Sublessee's environmental criteria, could match such policy.

34. Anti-Bribery.

A. Sublessee acknowledges and agrees that Sublessor operates under strict guidelines which dictate the selection and appointment of suppliers and others with whom it engages using fair and objective criteria. In accordance with these guidelines, neither Sublessor nor any member of Sublessor (or its staff) is permitted to accept any bribes or inducements in selecting and appointing suppliers or other engagements. Sublessee therefore warrants and represents that it shall not, and shall ensure that its parents, affiliates, and their respective officers, directors, employees and agents do not pay any commission or facilitation payment, or grant any rebates or other incentive payment to any employee, officer or agent of Sublessor nor enter into any business arrangement with employees, officers or agents of Sublessor other than this Sublease without Sublessor's prior written approval. Sublessee further acknowledges and agrees that it shall not,

and Sublessee shall ensure that its parents, affiliates and their respective officers, directors, employees and agents to not favor any employee, officer or agent of Sublessor with gifts or entertainment exceeding a value of EUR 500 on any one occasion or EUR 3,000 in any one year and that all such gifts or entertainment offered and accepted are communicated to Sublessor's North American Procurement Manager in advance of being given and on no less than a quarterly basis. Sublessee acknowledges and agrees that breach of the foregoing provisions may entitle Sublessor to terminate this Sublease immediately upon written notice.

B. Sublessee hereby further acknowledges and agrees that it is familiar with the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act, as amended, or any other applicable anti-corruption or anti-bribery laws (together, the "Anti-Bribery Laws"). Sublessee represents and agrees that it and any of its employees, representatives, agents, affiliates or other associates have not taken and shall not take any action in violation of the Anti-Bribery Laws, for any purposes connected with this Sublease, including offering or giving anything of value, either directly or indirectly to any government or political party official for the purpose of influencing an act or decision by any government or political party.

C. Sublessee shall, if requested, provide Sublessor with reasonable assistance to enable Sublessor (or its affiliate) to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Anti-Bribery Laws. If developments subsequent to the date of this Sublease cause any violation of this Paragraph 34, or Sublessee should learn or have any reason to believe that the representations made in this Paragraph 34 are no longer accurate or complete, Sublessee shall immediately notify Sublessor in accordance with Paragraph 15 of this Sublease. Sublessor or its applicable affiliate has the right to audit any accounting records necessary to confirm compliance with Paragraph 34(A) at any time during the term of this Sublease.

35. **Security Deposit.**

Sublessee shall provide the Security Amount required herein upon receipt of Underlying Landlord's consent and shall be in the form of a Letter of Credit. The Letter of Credit shall be issued by a financial institution reasonably acceptable to both parties, at which draws on the Letter of Credit will be accepted, or which shall permit draws by correspondence or facsimile request. The Letter of Credit shall provide for automatic yearly renewals throughout the Term of this Sublease (subject to the reductions set forth herein) and shall have an outside expiration date (if any) that is not earlier than 30 days after the expiration after the expiration of the Lease Term. In the event the Letter of Credit is not continuously renewed through the period set forth above, or upon any Default under this Sublease by Sublessee, including specifically Sublessee's failure to pay Rent or to abide by its obligations under the Sublease agreement, Sublessor shall be entitled to draw upon said Letter of Credit by the issuance of Sublessor's sole written demand to the issuing financial institution. Any such draw shall be without waiver of any rights Sublessor may have under this Sublease or at law or in equity as a result of any Default hereunder by Sublessee. Provided that no default beyond all applicable notice and cure periods has occurred under any provisions of this Sublease at any time during the Term, Sublessor shall authorize reductions to the Letter of Credit beginning at month twelve (12). At such time, Sublessor shall allow the Letter of Credit to be reduced to Two Hundred Fifty Thousand Dollars (\$250,000.00). Provided that no default has occurred thereafter, Sublessor shall allow the Letter of Credit to be further reduced, at

month eighteen (18), to One Hundred Thirty-Seven Thousand Eight Hundred Four and 16/100 Dollars (\$137,804.16) and it shall remain at such level until Sublease expiration.

36. **Building/Park Amenities.**

At the time of execution of this Sublease, Underlying Landlord has suspended the use of the Fitness Center and Building Café. Once Underlying Landlord resumes operation of the Fitness Center and Building Café, Sublessee shall have access to these amenities on the same terms as other occupants of the Building.

37. **Termination.**

Notwithstanding anything to the contrary herein, Sublessee acknowledges that, under the Underlying Lease, both Underlying Landlord and Sublessor have certain termination and recapture rights pursuant to articles 7, 17, and 28. Nothing herein shall prohibit Underlying Landlord or Sublessor from exercising any such rights except as limited by this provision and neither Underlying Landlord nor Sublessor shall have any liability to Sublessee as a result thereof except as expressly provided in this Sublease. In the event Underlying Landlord or Sublessor exercises any such termination or recapture rights, this Sublease shall terminate. Notwithstanding the foregoing, Sublessor shall give written notice to Sublessee of any election _ to terminate the Agreement pursuant to Article 28 of the Master Lease concurrently with any delivery of such notice to Underlying Landlord (any such termination notice must be delivered by Sublessor to Underlying Landlord on or prior to December 31, 2021),. However, the parties understand and agree that the foregoing notice date may be extended by Underlying Landlord to March 31, 2022, and in such event, Sublessor shall give notice to Sublessee concurrently with its giving of notice to Underlying Landlord, and Sublessee shall have until June 15, 2023 to vacate the Sublet Premises. Sublessee's obligation to pay Base Rent and Additional Rent shall continue through June 15, 2023, regardless of when it vacates the Sublet Premises.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Sublease as of the day and year first above written.

SUBLESSOR:

EPSILON DATA MANAGEMENT, LLC

By: Paul Dundon
Paul Dundon (Nov 7, 2020 11:50 EST)
Name: Paul Dundon
Title: CFO

APPROVED
By Mary Ellen McGrath at 8:57 am, Nov 08, 2020

SUBLESSEE:

TRICOLOR HOLDINGS, LLC

By: [Signature]
Name: Daniel Chu
Title: CEO

Federal Identification Number: 47-4029315

CONSENT OF UNDERLYING LANDLORD: By execution hereof, Underlying Landlord (i) consents to this Agreement of Sublease; (ii) confirms that the Underlying Lease consists of the Lease identified in the Basic Sublease Definitions and there are no amendments to the Underlying Lease; (iii) confirms that the Sublessor is not in default under the Underlying Lease, (iv) confirms that Underlying Landlord has not given any notice of default to Sublessor that has not been cured, and (v) confirms that the proposed alterations to the Sublet Premises are acceptable to Underlying Landlord and Sublessee shall have no duty to remove or restore the Sublet Premises as a result of such alterations.

PIEDMONT OPERATING PARTNERSHIP, L.P.

By: _____
Name: _____
Title: _____

See Consent to Sublease

EXHIBIT A

PREMISES

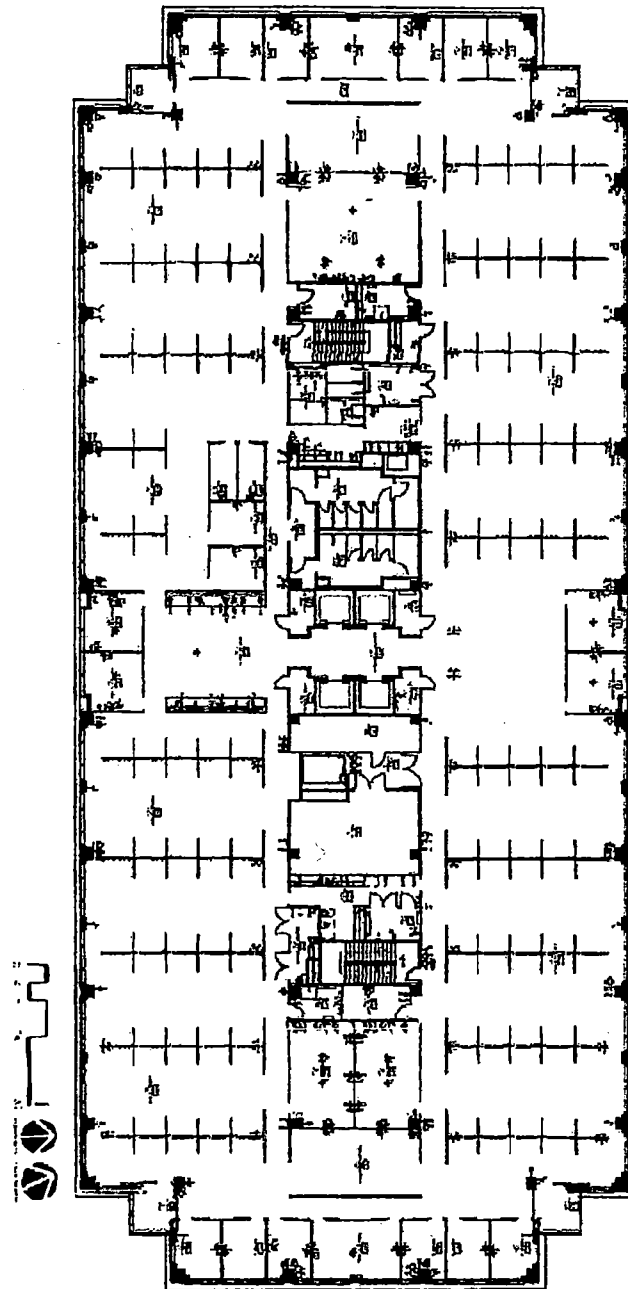


EXHIBIT B
UNDERLYING LEASE

EXHIBIT C

FURNITURE

Offices

- 9 Office furniture sets(1 desk, 3 chairs).

Conference rooms: 14 total rooms: 4 large rooms, 4 mid-size rooms, and 6 small rooms

- large rooms have 2 connecting tables. 2 rooms with 7 chairs, 1 room with 3 chairs, and 1 room with 1 chair
- all mid-size rooms have 1 round table. 1 room has 8 chairs, 1 room has 6 chairs, 2 rooms has 3 chairs
- 6 small rooms with 2 furnished with a small round table and chairs (6 chairs, 2 chairs) 2 small solo rooms have 1 table and 1 chair in each room. 1 room has a table with no chairs and 1 room is empty.

Breakroom

- Refrigerator, ice machine, and dishwasher
- 2 tall counter top tables with 6 chairs each
- 3 round tables with 3 chairs each

Open Areas

- South end has 2 rectangle tables and 1 round table with 2 chairs each

EXHIBIT D

CERTIFICATE AFFIRMING THE SUBLEASE COMMENCEMENT DATE

This Certificate is being provided pursuant to that certain Sublease dated as of November _____, 2020 (the "Sublease") by and between **EPSILON DATA MANAGEMENT, LLC**, a Delaware limited liability company ("Sublessor") and **TRICOLOR HOLDINGS, LLC**, a Delaware limited liability company ("Sublessee"). The parties to the Sublease desire to confirm the following:

1. The Sublease Commencement Date is _____, 2020.
2. Unless terminated earlier pursuant to the terms of the Sublease, the Term shall expire on June 15, 2026.

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Certificate on

_____.

SUBLESSOR:

EPSILON DATA MANAGEMENT, LLC

By: _____

Name: _____

Title: _____

SUBLESSEE:

TRICOLOR HOLDINGS, LLC

By: _____

Name: _____

Title: _____

EXHIBIT E

BILL OF SALE

FOR TEN (\$10.00) DOLLARS, AND OTHER GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, _____ ("Assignor") does hereby quitclaim, grant, bargain, sell, convey, assign, transfer, set over and deliver (collectively, "assign") unto _____ ("Assignee"), all of Assignor's right, title and interest in and to all of the furniture, fixtures and equipment ("FF&E") described in Exhibit C to the Sublease.

TO HAVE AND TO HOLD the FF&E unto Assignee and Assignee's heirs, legal representatives, successors and assigns forever.

AND ASSIGNOR hereby covenants and agrees that Assignor will warrant and forever defend the title to the FF&E against the claims and demands of all persons claiming by, through or under Assignor, but not otherwise.

THE FF&E IS BEING ASSIGNED "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AS OF THE DATE OF THIS BILL OF SALE, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ASSIGNEE IS HEREBY ACQUIRING THE FF&E BASED SOLELY UPON ASSIGNEE'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THE FF&E AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR'S AGENTS OR CONTRACTORS. ASSIGNOR HAS MADE NO AGREEMENT TO ALTER REPAIR OR IMPROVE ANY OF THE FF&E. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE FF&E.

IN WITNESS WHEREOF, Assignor has signed, sealed and delivered this Quitclaim Bill of Sale as of the ____ day of _____, _____.

_____, Assignor

_____, Assignee