

**MCDERMOTT WILL & SCHULTE LLP**

Charles R. Gibbs (TX Bar No. 7846300)  
 Marcus A. Helt (TX Bar No. 24052187)  
 Grayson Williams (TX Bar No. 24124561)  
 2801 North Harwood Street, Suite 2600  
 Dallas, Texas 75201  
 Telephone: (214) 295-8000  
 E-mail: [cr gibbs@mwe.com](mailto:cr gibbs@mwe.com)  
[mhelt@mwe.com](mailto:mhelt@mwe.com)  
[gwilliams@mwe.com](mailto:gwilliams@mwe.com)

**MCDERMOTT WILL & SCHULTE LLP**

Darren Azman (admitted *pro hac vice*)  
 One Vanderbilt Avenue  
 New York, New York 10017-3852  
 Telephone: (212) 547-5400  
 E-mail: [dazman@mwe.com](mailto:dazman@mwe.com)

*Counsel to the Chapter 7 Trustee*

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

In re:

TRICOLOR HOLDINGS, LLC, *et al.*,<sup>1</sup>

Debtor.

)  
 ) Chapter 7  
 )  
 ) Case No. 25-33487 (MVL)  
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 )  
 )

**NOTICE OF FILING OF REVISED PROPOSED ORDER  
 FOR CHAPTER 7 TRUSTEE'S FIRST OMNIBUS MOTION FOR ENTRY OF AN ORDER  
 (I) AUTHORIZING THE TRUSTEE TO (A) REJECT CERTAIN UNEXPIRED REAL  
 PROPERTY LEASES AND (B) ABANDON CERTAIN PERSONAL PROPERTY AND  
(II) GRANTING RELATED RELIEF [DOCKET NO. 269]**

**PLEASE TAKE NOTICE** that on October 27, 2025, Anne Elizabeth Burns, solely in her capacity as the duly appointed chapter 7 bankruptcy trustee (the "Trustee") for Tricolor Holdings, LLC and its various debtor affiliates, filed the *Chapter 7 Trustee's First Omnibus Motion for Entry of an Order (I) Authorizing the Trustee to (A) Reject Certain Unexpired Real*

<sup>1</sup> The Debtors in these chapter 7 cases are as follows: Tricolor Holdings, LLC, TAG Intermediate Holding Company, LLC, Tricolor Auto Group, LLC, Tricolor Auto Acceptance, LLC, Tricolor Insurance Agency, LLC, Tricolor Home Loans LLC dba Tricolor Mortgage, Tricolor Real Estate Services, LLC, TAG California Holding Company, LLC, Flexi Compras Autos, LLC, TAG California Intermediate Holding Company, LLC, Tricolor California Auto Group, LLC, Tricolor California Auto Acceptance, LLC, Risk Analytics LLC, Tricolor Tax, LLC, Tricolor Financial, LLC, Tricolor Auto Receivables LLC, TAG Asset Funding, LLC, and Apoyo Financial, LLC.



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*Property Leases and (B) Abandon Certain Personal Property, and (II) Granting Related Relief*  
[Docket No. 269] (the “Motion”), to which was attached as **Exhibit A** the proposed *Order (I) Authorizing the Trustee to (A) Reject Certain Unexpired Real Property Leases and (B) Abandon Certain Property, Nunc Pro Tunc to the Petition Date, and (II) Granting Related Relief* [Docket No. 269-2] (the “Original Proposed Order”).

**PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit A** is a revised proposed form of order with respect to the Motion (the “Revised Proposed Order”), which reflects certain changes following discussions between the Trustee’s counsel and counsel for multiple landlord parties and other parties in interest.

**PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit B** is a redline comparison of the Revised Proposed Order against the Original Proposed Order.

*[Remainder of page intentionally left blank]*

Dated: Dallas, Texas  
November 24, 2025

**MCDERMOTT WILL & SCHULTE LLP**

/s/ Charles R. Gibbs

Charles R. Gibbs (TX Bar No. 7846300)  
Marcus A. Helt (TX Bar No. 24052187)  
Grayson Williams (TX Bar No. 24124561)  
2801 North Harwood Street, Suite 2600  
Dallas, Texas 75201-1664  
Tel: (214) 295-8000  
Fax: (972) 232-3098  
E-mail: [crgibbs@mwe.com](mailto:crgibbs@mwe.com)  
[mhelt@mwe.com](mailto:mhelt@mwe.com)  
[gwilliams@mwe.com](mailto:gwilliams@mwe.com)

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Darren Azman (admitted *pro hac vice*)  
One Vanderbilt Avenue  
New York, New York 10017-3852  
Tel: (212) 547-5400  
Fax: (212) 547-5444  
E-mail: [dazman@mwe.com](mailto:dazman@mwe.com)

*Counsel to the Chapter 7 Trustee*

**CERTIFICATE OF SERVICE**

I do hereby certify that on November 24, 2025, a true and correct copy of the foregoing document was served via CM/ECF for the United States Bankruptcy Court for the Northern District of Texas on all parties authorized to receive electronic notice in this case.

/s/ Charles R. Gibbs

Charles R. Gibbs

**EXHIBIT A**

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

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In re:

TRICOLOR HOLDINGS, LLC, *et al.*,<sup>1</sup>

Debtors.

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)  
) Chapter 7  
)  
) Case No. 25-33487 (MVL)  
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**ORDER (I) AUTHORIZING THE TRUSTEE TO (A) REJECT CERTAIN UNEXPIRED  
REAL PROPERTY LEASES AND (B) ABANDON CERTAIN PERSONAL PROPERTY  
AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the Trustee for entry of an order (this “Order”),  
(a) authorizing, but not directing, the Debtors (i) to reject certain unexpired real property leases,  
including any guaranties thereof and any amendments, modifications, or subleases thereto (each,

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<sup>1</sup> The Debtors in these chapter 7 cases are as follows: Tricolor Holdings, LLC, TAG Intermediate Holding Company, LLC, Tricolor Auto Group, LLC, Tricolor Auto Acceptance, LLC, Tricolor Insurance Agency, LLC, Tricolor Home Loans LLC dba Tricolor Mortgage, Tricolor Real Estate Services, LLC, TAG California Holding Company, LLC, Flexi Compras Autos, LLC, TAG California Intermediate Holding Company, LLC, Tricolor California Auto Group, LLC, Tricolor California Auto Acceptance, LLC, Risk Analytics LLC, Tricolor Tax, LLC, Tricolor Financial, LLC, Tricolor Auto Receivables LLC, Tricolor Asset Funding, LLC, and Apoyo Financial, LLC.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

a “Lease,” and collectively, the “Leases”), listed on **Exhibit 1**, and (ii) abandon certain equipment, fixtures, or other personal property (collectively, the “Personal Property”), in each case as more fully set forth in the Motion and subject to the terms of this Order; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Motion having been given under the particular circumstances; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and all objections to the Motion having been withdrawn or overruled; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

**ORDERED, ADJUDGED, AND DECREED that:**

1. The Motion is GRANTED as set forth herein.

2. Subject to paragraph 5 below, the Leases listed on **Exhibit 1** attached hereto are rejected under Bankruptcy Code section 365 effective as of the date of entry of this Order (the “Deemed Rejection Date”).

3. Upon such rejection, the applicable landlord (in each instance, the “Landlord”) is entitled to possession of the applicable Location subject to Paragraphs 8 & 9 below.

4. The Trustee is authorized to abandon any Personal Property of the Debtors located in the Locations identified by the Leases on **Exhibit 1** attached hereto free and clear of all liens, claims, encumbrances, interests, and rights of third parties. The applicable counterparty to each Lease may dispose of such Personal Property without further notice to any party claiming an interest in such abandoned Personal Property.

5. All rights for a Landlord to assert, or the Trustee or other parties to object to, any claim in the Bankruptcy Cases under Bankruptcy Code sections 365(d)(3), 502(b)(6) and 503(b)(1) related to a Lease or the Deemed Rejection Date are reserved. Any such claims, if applicable, shall be litigated pursuant to the claims’ reconciliation process as set forth in these Bankruptcy Cases by the Court and pursuant to the Bankruptcy Code.

6. Any proof of claim arising from the Lease shall be filed on or before any deadline established by the Court for creditors to file proofs of claim.

7. Except as otherwise provided herein, nothing in this Order, nor any actions taken pursuant hereto, shall be deemed: (a) a finding as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver by any Landlord of any of its claims, rights, or remedies against the Debtors or any other entities or parties; (c) a waiver of the Debtors’ or any other party in interest’s right to dispute any claim on any grounds; (d) a finding that any particular claim is an administrative expense

claim, secured claim, other priority claim, or unsecured claim; (e) an authorization to assume, assign, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code, other than the Leases; (f) a finding as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law.

8. Nothing contained in this Order shall be construed to affect the disposition of any Vehicles or legal rights related thereto. To the extent any Vehicles remain on a Premises, the applicable Landlord shall hold such Vehicles for the benefit of the Trustee and any applicable third parties and reasonably cooperate with such parties with respect to the removal thereof.

9. Nothing contained in this Stipulation and Agreed Order shall be construed to affect the disposition of any personal property of Brink's Capital LLC, Varilease Finance, Inc. and VFI ABS 2023-1 LLC. To the extent any such personal property remains at a Location, the applicable Landlord shall reasonably cooperate with Brink's Capital LLC, Varilease Finance, Inc. and VFI ABS 2023-1 LLC and their designated agents, as applicable, with respect to the removal thereof.

10. No property constituting goods located at 6730 Gulf Freeway, Houston, Texas 77087 ("6730 Gulf Freeway") and subject to Hesselbein Tire Southwest, Inc.'s ("Hesselbein Tire") reclamation demand filed at Docket No. 119 (the "Reclamation Demand") is abandoned herein free and clear of all liens, claims, encumbrances, interests, and rights of Hesselbein Tire, including particularly Hesselbein Tires' rights and interests under the Reclamation Demand. Hesselbein Tire shall have not more than fourteen (14) days from entry of this Order to remove any of Hesselbein Tire's goods that are identified in its Reclamation Demand and corresponding invoices provided to counsel for the Trustee and still located at 6730 Gulf Freeway. Houston Auto Auction

Properties, L.P. and any other third parties shall not dispose of, sell, or otherwise remove Hesselbein Tire's goods from 6730 Gulf Freeway until such time as Hesselbein Tire has obtained access to the property and had the opportunity to remove such property as provided herein. Hesselbein Tire shall provide the Trustee an accounting of any property removed as provided herein. All of Hesselbein Tire's rights and interests under Sections 546(c) and 503(b)(9) of the Bankruptcy Code, Section 2.702 of the Texas Business and Commerce Code, and as otherwise stated in or arising under the Reclamation Demand, are reserved; *provided*, Hesselbein Tire shall have no further reclamation demand or claim against the Debtors' bankruptcy estates with respect to any goods Hesselbein Tire recovers from the 6730 Gulf Freeway location. Hesselbein Tire shall assume all liability for any damage to Landlord's property directly resulting from Hesselbein Tire's reclamation activities. Landlord shall have no liability to Hesselbein Tire for any harm or loss suffered with respect to the goods covered by the Reclamation Demand that are currently located at 6730 Gulf Freeway, except to the extent caused by the gross negligence or willful misconduct of Landlord.

11. The Trustee is authorized and empowered to take all actions necessary to implement the relief requested in this Order.

12. The terms and conditions of this Order shall be immediately effective and enforceable upon entry by the Court.

12. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

13. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

14. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

**### END OF ORDER ###**

Submitted by:

Charles R. Gibbs (TX Bar No. 7846300)  
Marcus A. Helt (TX Bar No. 24052187)  
Grayson Williams (TX Bar No. 24124561)  
**MCDERMOTT WILL & SCHULTE LLP**  
2801 North Harwood Street, Suite 2600  
Dallas, Texas 75201-1664  
Tel: (214) 295-8000  
Fax: (972) 232-3098  
E-mail: [crgibbs@mwe.com](mailto:crgibbs@mwe.com)  
[mhelt@mwe.com](mailto:mhelt@mwe.com)  
[gwilliams@mwe.com](mailto:gwilliams@mwe.com)

-and-

Darren Azman (admitted *pro hac vice*)  
**MCDERMOTT WILL & SCHULTE LLP**  
One Vanderbilt Avenue  
New York, New York 10017-3852  
Tel: (212) 547-5400  
Fax: (212) 547-5444  
E-mail: [dazman@mwe.com](mailto:dazman@mwe.com)

*Counsel to the Chapter 7 Trustee*

**EXHIBIT 1**

**Proposed Rejected Leases**

<b><u>No.</u></b>	<b><u>Counterparty</u></b>	<b><u>Counterparty Address</u></b>	<b><u>Lease Location</u></b>	<b><u>Debtor Party</u></b>
1.	12 <sup>th</sup> and Camelback, L.L.C.	4725 North Scottsdale Road, Scottsdale, Arizona 85251	1147 East Camelback Road, Pheonix Arizona 85014	Tricolor Auto Group, LLC
2.	1212 Broadway Partners	4117 Hillsboro Pike, Suite 103- 363, Nashville, Tennessee 37215	1809 and 1811 Gallatin Pike, Nashville, Tennessee 37115	Tricolor Auto Group, LLC
3.	1426 W Broadway Group, LLC	223 East Tamarack Avenue, Inglewood California 90301	1426 West Broadway Road, Mesa, Arizona 85202	Tricolor Holdings, LLC
4.	2040 Broadway Group, LLC and B&B Auto Group, LLC	2333 North Broadway, Suite 400, Santa Ana, California 92706	13861 Harbor Boulevard, Garden Grove, California 92843	Tricolor Auto Group, LLC
5.	316 Highway 83, LLC	[No physical address provided] Pwk1653@gmail.com	316 East U.S. Highway 83, McAllen, Texas 78501	Tricolor Holdings, LLC
6.	400 N. Riverside, LLC	1300 Crimson Glory Lane, Keller, Texas 76248	400 North Riverside Drive, Fort Worth, Texas 76111	Tricolor Auto Group, LLC
7.	Amtex Multi Service	637 West Jefferson Street, Grand Prairie, Texas 76051	1018 East Main Street, Grand Prairie, Texas 75051	Tricolor Auto Group, LLC
8.	Arandas Plaza I, Ltd.	8331-C Beechnut Street, Houston, Texas 77036	8301 Beechnut Street, Res A2 & A4 Blk 1, Houston Texas 77036	Tricolor Auto Group, LLC
9.	Arrendondo Ventures, Inc.	4410 Wible Road, Bakersfield California 9331	4608 Rudnick Court, Bakersfield, California	Tricolor California Auto Group, LLC <sup>1</sup>
10.	Austin 532 South IH35, LLC	c/o Cheryl H. Crain 2707 Hillview Green Lane, Austin, Texas 78703	5432 South IH-35, Austin, Texas 78745	Tricolor Holdings, LLC <sup>2</sup>

<sup>1</sup> Assigned lease from Carlotz Group, Inc.

<sup>2</sup> Assignee of lease from DriveTime Care Sales Company, LLC

<b>No.</b>	<b>Counterparty</b>	<b>Counterparty Address</b>	<b>Lease Location</b>	<b>Debtor Party</b>
11.	The Aquarius Institute <sup>3</sup>	1111 Mockingbird Lane, Suite 1450, Dallas, Texas 75247	1111 Mockingbird Lane, Suite 1450, Dallas, Texas 75247	TriColor Auto Group, LLC <sup>4</sup>
12.	Beach Lake Stables LLC <sup>5</sup>	8688 River Road, Sacramento, California 95823	2760 and 2820 Fulton Avenue, Sacramento, California 95821	Tricolor Holdings, LLC <sup>6</sup>
13.	BPG Arizona 1, LLC	c/o Bluescope Properties Group, LLC ATTN: Matthew Roth 1540 Genesse Street, Kansas City, Missouri 64102	13400 West Cactus Road, Surprise, AZ 85381	Tricolor Auto Group, LLC
14.	BV FW, LP	c/o Bandera Ventures, LP 8117 Preston Road, Suite 220, Dallas, Texas, 75225	4500 South Freeway, Fort Worth, Texas 76115	Tricolor Auto Group, LLC
15.	Daniel W. Patterson	[No notice information available]	7973 Indiana Ave, Riverside, California 92504	Tricolor California Auto Group, LLC
16.	DHC Subaru of Riverside <sup>7</sup>	[No notice information available]	7973 Indiana Ave, Riverside, California 92504	Tricolor California Auto Group, LLC <sup>8</sup>
17.	DJK, Inc.	700 North Grant Avenue, Suite 600, Odessa, Texas 79761	3818 West Wall Street, Midland, Texas 79703	Tricolor Auto Group, LLC
18.	Epsilon Data Management, LLC <sup>9</sup>	Lion Re: Sources, Inc. 375 Hudson Street	6021 Connection Drive, 4th Floor, Irving, Texas 75039	TriColor Holdings, LLC <sup>10</sup>

<sup>3</sup> Sublessee

<sup>4</sup> Sublessor

<sup>5</sup> Sublessor

<sup>6</sup> Sublessee

<sup>7</sup> Sublessee

<sup>8</sup> Sublessor

<sup>9</sup> Sublessor

<sup>10</sup> Sublessee

<b>No.</b>	<b>Counterparty</b>	<b>Counterparty Address</b>	<b>Lease Location</b>	<b>Debtor Party</b>
		New York, New York 10014		
19.	FA Acquisitions 3105 Sahara, LLC	Attn: Donald C. Forman 3025 East Sahara Avenue, Las Vegas, Nevada 89104	3105 East Sahara Ave, Las Vegas, Nevada 89104	Tricolor Auto Group, LLC
20.	Flexi Compras Autos, LLC <sup>11</sup>	6021 Connection Drive, 4 <sup>th</sup> Floor, Irving, Texas 75039	2923 South West Military Drive, San Antonio, Texas 78224	Tricolor Auto Group, LLC <sup>12</sup>
21.	General Fleet Brokers, Inc.	2219 East 8 <sup>th</sup> Street, Odessa, Texas 79761	2346 East 8 <sup>th</sup> Street, Odessa, Texas 79761	Tricolor Auto Group, LLC
22.	Harlandale Housing Corp	1 FM 3351 South, Suite 130, Boerne, Texas 78006	2803 Southwest Military Drive, San Antonio, Texas 78224	Tricolor Auto Group, LLC
23.	High Chaparral Estates, LLC	26500 Agoura Road, Unit 102-588, Calabasas, California 91302	4850 West Glendale Avenue, Glendale, Arizona 85301	Tricolor Holdings, LLC
24.	Issa Faggouseh <sup>13</sup>	16666 Foothill Boulevard, Fontana, California	16666 Foothill Boulevard, Fontana, California	Tricolor Holdings, LLC <sup>14</sup>
25.	Jose Luis and Norma Sanchez	8621 Hopewell Drive, El Paso, Texas 79925	8070 Gateway East, El Paso, Texas 79907	Flexi Compras Autos, LLC
26.	JMDH Real Estate of Austin, LLC	15-24 132 <sup>nd</sup> Street, College Point, New York 11356	7417 North Interstate 35, Austin Texas	Tricolor Auto Group, LLC
27.	K&J Auto Exchange, Inc.	[No notice information available]	2121 North Oxnard Boulevard, Oxnard, California 93030	Tricolor California Auto Group, LLC, d/b/a Ganas Auto
28.	Mark P. Ike, Trustee of the Mark Paul Ike Trust, U/D/T 6/24/90	P.O. Box 11270, Costa Mesa, California 92627	1175 South La Brea, Inglewood, California 90301	Tricolor Auto Group, LLC
29.	MGA Investments LLP	8651 Sawgrass Drive, Lone Tree, Colorado 80124	5900 West Colfax Avenue, Lakewood, Colorado 80214	Tricolor Auto Group, LLC

<sup>11</sup> Sublessee

<sup>12</sup> Sublessor

<sup>13</sup> Sublessor

<sup>14</sup> Sublessee

<b>No.</b>	<b>Counterparty</b>	<b>Counterparty Address</b>	<b>Lease Location</b>	<b>Debtor Party</b>
30.	Momentum Auto Group	PO Box 7707, Midland, Texas 79708	2800 West Wall Street, Midland, Texas 79701	Tricolor Auto Group, LLC
31.	Nader and Shida Investment, LLC	[No notice information available]	2400 Firestone Boulevard, South Gate, California 90280	Ganas Auto Group, LLC
32.	Ocean Properties II, Inc.	3 Sioux Crescent, Ottawa, Canada K2H7E3	4053 and 4121 South Padre Island Drive, Corpus Christi, Texas 78411	Tricolor Auto Group, LLC
33.	PLS Check Cashers of Texas, Inc. <sup>15</sup>	PLS Financial Services, Inc., One South Wacker Drive, 36 <sup>th</sup> Floor, Chicago, IL 60606 ATTN: Ken Crane WITH A COPY TO ATTN: William S. Ettelson, Esq.	39490 LBJ Freeway South, Dallas, Texas 75232	Tricolor Auto Group, LLC <sup>16</sup>
34.	Pro Equities, A California General Partnership	333 West Broadway, Suite 312, Long Beach, California 90802	1991 East Spring Street, Long Beach, California 90806	Tricolor Holdings, LLC
35.	Ralph Kazarian, Jr., Ralph & Jeffri Kazarian Properties, LLC, Malaga Company, LLC, Daniel Serimian and Leslie A. Morgan	K&S Investments 2416 West Shaw Avenue, #109, Fresno, California 93711	3150 Highland Avenue, Selma, California 93662	Tricolor California Auto Group, LLC
36.	Ricchi Plaza Dallas, LLC	1111 Mockingbird Lane, Suite 1111, Dallas, Texas 75247	1111 Mockingbird Lane, Suites 1450/1500, Dallas, Texas 75247	TriColor Auto Group, LLC
37.	RMSJ Investments Ltd.	P.O. Box 826, Temple, Texas 76503	3301 South General Bruce Drive, Temple, Texas 76504	Tricolor Auto Group, LLC
38.	Roalty 1 Properties, Ltd	5712 Southwest Freeway, Houston, Texas 77057	5712 and 5722 Southwest Freeway, Houston, Texas 77057	Tricolor Auto Group, LLC

<sup>15</sup> Sublessor

<sup>16</sup> Sublessee

<b>No.</b>	<b>Counterparty</b>	<b>Counterparty Address</b>	<b>Lease Location</b>	<b>Debtor Party</b>
39.	Ron A. Kipper, Frances A Kipper, and Casey Kipper <sup>17</sup>	899 Island Drive #511, Rancho Mirage, California 92270	16635 Foothill Boulevard, Fontana, California 92335	Tricolor Holdings, LLC <sup>18</sup>
40.	Sergio E. Llovio Living Trust UDT September 19, 2006	4734 Firestone Boulevard, South Gate, California 90280	4730 Firestone Boulevard, South Gate, California 90280	Tricolor Auto Group, LLC
41.	Smith Family Trust	7599 Indiana Avenue, Riverside, California 92504	7701 Indiana Avenue, Riverside, California 92504	Tricolor Holdings, LLC
42.	Taysir A. Zahra	703 Winston Lane, Sugar Land, Texas 77479	5219 North Freeway, Houston, Texas 77022	Tricolor Auto Group, LLC
43.	Terry Upton	P.O. Box 899, Antioch, Illinois 60002	2175 East New York Street, Aurora, Illinois 60502	Tricolor Auto Group, LLC
44.	Trendwest Enterprises, Inc.	6338 North Blackstone Avenue, Fresno, California 93710	145 East Auto Center Drive, Fresno, California 93710	Tricolor California Auto Group, LLC d/b/a Ganas Auto
45.	Vikna, LLC	110 Trinidad Drive, Tiburon, California 94920	3190 Auto Center Circle, Stockton, California 95212	Ganas Auto Group, LLC
46.	West Loop Auto Group, LLC	169 Aledo Creeks Road, Forth Worth, Texas, 76126	3300 Alta Mere Drive, Fort Worth, Texas 76116	Tricolor Auto Group, LLC
47.	William Merkel	[No notice information available]	2804 Fulton Avenue, Sacramento, California 95821	Ganas Auto, LLC
48.	Woodale, LLC	2825 Oak Lawn Ave, Dallas, Texas 7519	855 South Valley Derive, Las Cruces, New Mexico 88005	Tricolor Holdings, LLC
49.	Zaia Group 2226 LLC	c/o Investar Real Estate Specialists 2943 East Tulsa Street, Chandler, Arizona 85225	2226 West Camelback Road, Pheonix, Arizona 85013	Tricolor Auto Group, LLC

<sup>17</sup> Sublessor

<sup>18</sup> Sublessee

**EXHIBIT B**

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

In re:

TRICOLOR HOLDINGS, LLC, *et al.*,<sup>1</sup>

Debtors.

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**ORDER (I) AUTHORIZING THE TRUSTEE TO (A) REJECT CERTAIN UNEXPIRED  
REAL PROPERTY LEASES AND (B) ABANDON CERTAIN PERSONAL PROPERTY;  
~~NUNC PRO TUNC~~  
~~TO THE PETITION DATE;~~ AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the Trustee for entry of an order (this “Order”), (a) authorizing, but not directing, the Debtors (i) to reject certain unexpired real property leases, including any guaranties thereof and any amendments, modifications, or subleases thereto (each,

<sup>1</sup> The Debtors in these chapter 7 cases are as follows: Tricolor Holdings, LLC, TAG Intermediate Holding Company, LLC, Tricolor Auto Group, LLC, Tricolor Auto Acceptance, LLC, Tricolor Insurance Agency, LLC, Tricolor Home Loans LLC dba Tricolor Mortgage, Tricolor Real Estate Services, LLC, TAG California Holding Company, LLC, Flexi Compras Autos, LLC, TAG California Intermediate Holding Company, LLC, Tricolor California Auto Group, LLC, Tricolor California Auto Acceptance, LLC, Risk Analytics LLC, Tricolor Tax, LLC, Tricolor Financial, LLC, Tricolor Auto Receivables LLC, Tricolor Asset Funding, LLC, and Apoyo Financial, LLC.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

a “Lease,” and collectively, the “Leases”), listed on Exhibit 1, and (ii) abandon certain equipment, fixtures, or other personal property (collectively, the “Personal Property”), ~~nunc pro tunc to the Petition Date~~, in each case as more fully set forth in the Motion and subject to the terms of this Order; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Motion having been given under the particular circumstances; ~~and it appearing that no hearing is necessary on the Motion absent the filing of an objection thereto~~; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; ~~it is hereby~~ and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and all objections to the Motion having been withdrawn or overruled; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

**ORDERED, ADJUDGED, AND DECREED that:**

1. The Motion is GRANTED as set forth herein.

2. ~~The~~Subject to paragraph 5 below, the Leases listed on **Exhibit 1** attached hereto are rejected under Bankruptcy Code section 365 effective as of the ~~Petition~~date of entry of this Order (the “Deemed Rejection Date”).

3. Upon such rejection, the applicable landlord (in each instance, the “Landlord”) is entitled to possession of the applicable Location subject to Paragraphs 8 & 9 below.

4. ~~3.~~The Trustee is authorized to abandon any Personal Property of the Debtors located in the Locations identified by the Leases on **Exhibit 1** attached hereto free and clear of all liens, claims, encumbrances, interests, and rights of third parties. The applicable counterparty to each Lease may dispose of such Personal Property without further notice to any party claiming an interest in such abandoned Personal Property.

5. All rights for a Landlord to assert, or the Trustee or other parties to object to, any claim in the Bankruptcy Cases under Bankruptcy Code sections 365(d)(3), 502(b)(6) and 503(b)(1) related to a Lease or the Deemed Rejection Date are reserved. Any such claims, if applicable, shall be litigated pursuant to the claims’ reconciliation process as set forth in these Bankruptcy Cases by the Court and pursuant to the Bankruptcy Code.

6. Any proof of claim arising from the Lease shall be filed on or before any deadline established by the Court for creditors to file proofs of claim.

7. Except as otherwise provided herein, nothing in this Order, nor any actions taken pursuant hereto, shall be deemed: (a) a finding as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver by any Landlord of any of its claims, rights, or remedies against the Debtors or any

other entities or parties; (c) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (d) a finding that any particular claim is an administrative expense claim, secured claim, other priority claim, or unsecured claim; (e) an authorization to assume, assign, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code, other than the Leases; (f) a finding as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law.

8. Nothing contained in this Order shall be construed to affect the disposition of any Vehicles or legal rights related thereto. To the extent any Vehicles remain on a Premises, the applicable Landlord shall hold such Vehicles for the benefit of the Trustee and any applicable third parties and reasonably cooperate with such parties with respect to the removal thereof.

9. Nothing contained in this Stipulation and Agreed Order shall be construed to affect the disposition of any personal property of Brink's Capital LLC, Varilease Finance, Inc. and VFI ABS 2023-1 LLC. To the extent any such personal property remains at a Location, the applicable Landlord shall reasonably cooperate with Brink's Capital LLC, Varilease Finance, Inc. and VFI ABS 2023-1 LLC and their designated agents, as applicable, with respect to the removal thereof.

10. No property constituting goods located at 6730 Gulf Freeway, Houston, Texas 77087 ("6730 Gulf Freeway") and subject to Hesselbein Tire Southwest, Inc.'s ("Hesselbein Tire") reclamation demand filed at Docket No. 119 (the "Reclamation Demand") is abandoned herein free and clear of all liens, claims, encumbrances, interests, and rights of Hesselbein Tire, including particularly Hesselbein Tires' rights and interests under the Reclamation Demand.

Hesselbein Tire shall have not more than fourteen (14) days from entry of this Order to remove any of Hesselbein Tire's goods that are identified in its Reclamation Demand and corresponding invoices provided to counsel for the Trustee and still located at 6730 Gulf Freeway. Houston Auto Auction Properties, L.P. and any other third parties shall not dispose of, sell, or otherwise remove Hesselbein Tire's goods from 6730 Gulf Freeway until such time as Hesselbein Tire has obtained access to the property and had the opportunity to remove such property as provided herein. Hesselbein Tire shall provide the Trustee an accounting of any property removed as provided herein. All of Hesselbein Tire's rights and interests under Sections 546(c) and 503(b)(9) of the Bankruptcy Code, Section 2.702 of the Texas Business and Commerce Code, and as otherwise stated in or arising under the Reclamation Demand, are reserved; *provided*, Hesselbein Tire shall have no further reclamation demand or claim against the Debtors' bankruptcy estates with respect to any goods Hesselbein Tire recovers from the 6730 Gulf Freeway location. Hesselbein Tire shall assume all liability for any damage to Landlord's property directly resulting from Hesselbein Tire's reclamation activities. Landlord shall have no liability to Hesselbein Tire for any harm or loss suffered with respect to the goods covered by the Reclamation Demand that are currently located at 6730 Gulf Freeway, except to the extent caused by the gross negligence or willful misconduct of Landlord.

11. The Trustee is authorized and empowered to take all actions necessary to implement the relief requested in this Order.

12. The terms and conditions of this Order shall be immediately effective and enforceable upon entry by the Court.

12. ~~4.~~ Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

13. ~~5.~~ All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

~~6. The Trustee is authorized to take all actions necessary to implement the relief granted in this Order.~~

14. ~~7.~~ The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

**### END OF ORDER ###**

Submitted by:

Charles R. Gibbs (TX Bar No. 7846300)  
Marcus A. Helt (TX Bar No. 24052187)  
Grayson Williams (TX Bar No. 24124561)  
**MCDERMOTT WILL & SCHULTE LLP**  
2801 North Harwood Street, Suite 2600  
Dallas, Texas 75201-1664  
Tel: (214) 295-8000  
Fax: (972) 232-3098  
E-mail: [crgibbs@mwe.com](mailto:crgibbs@mwe.com)  
[mhelt@mwe.com](mailto:mhelt@mwe.com)  
[gwilliams@mwe.com](mailto:gwilliams@mwe.com)

-and-

Darren Azman (admitted *pro hac vice*)  
**MCDERMOTT WILL & SCHULTE LLP**  
One Vanderbilt Avenue  
New York, New York 10017-3852  
Tel: (212) 547-5400  
Fax: (212) 547-5444  
E-mail: [dazman@mwe.com](mailto:dazman@mwe.com)

*Counsel to the Chapter 7 Trustee*

**EXHIBIT 1**

**Proposed Rejected Leases**

<b><u>No.</u></b>	<b><u>Counterparty</u></b>	<b><u>Counterparty Address</u></b>	<b><u>Lease Location</u></b>	<b><u>Debtor Party</u></b>
1.	12 <sup>th</sup> and Camelback, L.L.C.	4725 North Scottsdale Road, Scottsdale, Arizona 85251	1147 East Camelback Road, Phoenix Arizona 85014	Tricolor Auto Group, LLC
2.	1212 Broadway Partners	4117 Hillsboro Pike, Suite 103-363, Nashville, Tennessee 37215	1809 and 1811 Gallatin Pike, Nashville, Tennessee 37115	Tricolor Auto Group, LLC
3.	1426 W Broadway Group, LLC	223 East Tamarack Avenue, Inglewood California 90301	1426 West Broadway Road, Mesa, Arizona 85202	Tricolor Holdings, LLC
4.	2040 Broadway Group, LLC and B&B Auto Group, LLC	2333 North Broadway, Suite 400, Santa Ana, California 92706	13861 Harbor Boulevard, Garden Grove, California 92843	Tricolor Auto Group, LLC
5.	316 Highway 83, LLC	[No physical address provided] Pwk1653@gmail.com	316 East U.S. Highway 83, McAllen, Texas 78501	Tricolor Holdings, LLC
<del>6.—</del>	<del>3330 Fremont Street LLC</del>	<del>2711 East Sahara, Las Vegas, Nevada 89104</del>	<del>3330-3340 East Fremont Street, Las Vegas, Nevada 89104</del>	<del>Tricolor Auto Group, LLC</del>
<u>6.</u>  7 :	400 N. Riverside, LLC	1300 Crimson Glory Lane, Keller, Texas 76248	400 North Riverside Drive, Fort Worth, Texas 76111	Tricolor Auto Group, LLC
<del>8.—</del>	<del>603 San Fernando Road, LLC</del>	<del>601 South Brand Boulevard, 3<sup>rd</sup> San Fernando, California 91340</del>	<del>603 San Fernando Road, San Fernando, California 91340</del>	<del>Tricolor Auto Group, LLC</del>
<del>9.—</del>	<del>Apoyo Financial, LLC<sup>†</sup></del>	<del>6021 Connection Drive, 4<sup>th</sup> Floor, Irving, Texas 75039</del>	<del>12000 E. Northwest Highway, Dallas, Texas 75218</del>	<del>Tricolor Auto Group, LLC</del>
<u>7.</u>	Amtex Multi Service	637 West Jefferson Street, Grand Prairie, Texas 76051	1018 East Main Street, Grand Prairie, Texas 75051	Tricolor Auto Group, LLC

<sup>†</sup>-Sublessee

<u>No.</u>	<u>Counterparty</u>	<u>Counterparty Address</u>	<u>Lease Location</u>	<u>Debtor Party</u>
<u>1</u> <u>0</u> :				
<u>8.</u> <u>1</u> <u>1</u> :	Arandas Plaza I, Ltd.	8331-C Beechnut Street, Houston, Texas 77036	8301 Beechnut Street, Res A2 & A4 Blk 1, Houston Texas 77036	Tricolor Auto Group, LLC
<u>9.</u> <u>1</u> <u>2</u> :	Arrendondo Ventures, Inc.	4410 Wible Road, Bakersfield California 9331	4608 Rudnick Court, Bakersfield, California	Tricolor California Auto Group, LLC <sup>21</sup> <sub>=</sub>
<u>10.</u> <u>1</u> <u>3</u> :	Austin 532 South IH35, LLC	c/o Cheryl H. Crain 2707 Hillview Green Lane, Austin, Texas 78703	5432 South IH-35, Austin, Texas 78745	Tricolor Holdings, LLC <sup>32</sup> <sub>=</sub>
<u>11.</u> <u>1</u> <u>4</u> :	The Aquarius Institute <sup>43</sup> <sub>=</sub>	1111 Mockingbird Lane, Suite 1450, Dallas, Texas 75247	1111 Mockingbird Lane, Suite 1450, Dallas, Texas 75247	TriColor Auto Group, LLC <sup>54</sup> <sub>=</sub>

<sup>21</sup><sub>=</sub> Assigned lease from Carlotz Group, Inc.

<sup>32</sup><sub>=</sub> Assignee of lease from DriveTime Care Sales Company, LLC

<sup>43</sup><sub>=</sub> Sublessee

<sup>54</sup><sub>=</sub> Sublessor

<u>No.</u>	<u>Counterparty</u>	<u>Counterparty Address</u>	<u>Lease Location</u>	<u>Debtor Party</u>
<u>12.</u> 1 5 :	Beach Lake Stables LLC <sup>65</sup>	8688 River Road, Sacramento, California 95823	2760 and 2820 Fulton Avenue, Sacramento, California 95821	Tricolor Holdings, LLC <sup>76</sup>
<u>13.</u> 1 6 :	BPG Arizona 1, LLC	c/o Bluescope Properties Group, LLC ATTN: Matthew Roth 1540 Genessee Street, Kansas City, Missouri 64102	13400 West Cactus Road, Surprise, AZ 85381	Tricolor Auto Group, LLC
<del>17.</del>	<del>Bullish Resources, Inc.</del>	<del>Attn: Todd Wallace 210 Barton Springs Road, Suite 500, Austin Texas 78704</del>	<del>6300 East Bandera Road, Leon Valley, Texas 78238</del>	<del>Tricolor Auto Group, LLC</del>
<del>18.</del>	<del>Bullish Resources, Inc.</del>	<del>10855 IH-10 West, San Antonio, Texas 78230</del>	<del>3720 East Saunders, Laredo Texas 78041</del>	<del>Tricolor Auto Group, LLC</del>
<u>14.</u> 1 9 :	BV FW, LP	c/o Bandera Ventures, LP 8117 Preston Road, Suite 220, Dallas, Texas, 75225	4500 South Freeway, Fort Worth, Texas 76115	Tricolor Auto Group, LLC
<del>20.</del>	<del>BV NWH, LP</del>	<del>c/o Bandera Ventures, LP 8117 Preston Road, Suite 220, Dallas, Texas, 75225</del>	<del>3363 West Northwest Highway, Dallas, Texas 75220</del>	<del>Tricolor Auto Group, LLC</del>
<del>21.</del>	<del>Chiyo Inoue Trust dated February 17, 2010<sup>8</sup></del>	<del>5-2-15, Nishigotanda,</del>	<del>5959 East Belknap Street, Haltom City, Texas 76117</del>	<del>Tricolor Holdings, LLC</del>

<sup>65</sup> Sublessor

<sup>76</sup> Sublessee

<sup>8</sup> Assignee of prior lease.

<u>No.</u>	<u>Counterparty</u>	<u>Counterparty Address</u>	<u>Lease Location</u>	<u>Debtor Party</u>
		<del>Shingawa-ku Tokyo 141-0031 Japan With copy to 2312 Pullman Lane #B, Redondo Beach, California 90278</del>		
<u>15.</u> <del>2</del> <del>2</del> <del>:</del>	Daniel W. Patterson	[No notice information available]	7973 Indiana Ave, Riverside, California 92504	Tricolor California Auto Group, LLC
<del>23.</del>	<del>DB &amp; BB Properties, L.P.</del>	<del>4820 Carmel Place, Colleyville Texas 76034</del>	<del>100 East Airport Freeway, Irving, Texas 75062</del>	<del>Tricolor Auto Group, LLC</del>
<u>16.</u> <del>2</del> <del>4</del> <del>:</del>	DHC Subaru of Riverside <sup>97</sup> <sub>=</sub>	[No notice information available]	7973 Indiana Ave, Riverside, California 92504	Tricolor California Auto Group, LLC <sup>408</sup> <sub>=</sub>
<u>17.</u> <del>2</del> <del>5</del> <del>:</del>	DJK, Inc.	700 North Grant Avenue, Suite 600, Odessa, Texas 79761	3818 West Wall Street, Midland, Texas 79703	Tricolor Auto Group, LLC
<del>26.</del>	<del>DP Real Estate LP</del>	<del>511 West French Place, San Antonio, Texas 78212</del>	<del>1150 I-35, San Antonio, Texas 78233</del>	<del>Tricolor Auto Group, LLC</del>

<sup>97</sup><sub>=</sub> Sublessee

<sup>408</sup><sub>=</sub> Sublessor

<u>No.</u>	<u>Counterparty</u>	<u>Counterparty Address</u>	<u>Lease Location</u>	<u>Debtor Party</u>
<u>18.</u> 2 7 :	Epsilon Data Management, LLC <sup>419</sup>	Lion Re: Sources, Inc. 375 Hudson Street New York, New York 10014	6021 Connection Drive, 4th Floor, Irving, Texas 75039	TriColor Holdings, LLC <sup>4210</sup>
<u>19.</u> 2 8 :	FA Acquisitions 3105 Sahara, LLC	Attn: Donald C. Forman 3025 East Sahara Avenue, Las Vegas, Nevada 89104	3105 East Sahara Ave, Las Vegas, Nevada 89104	Tricolor Auto Group, LLC
<del>29.</del>	<del>Flexi Compras Autos, LLC d/b/a Ganas Ya</del>	<del>Robert Petrie 1924 Jacksboro Highway, Fort Worth, Texas 76106</del>	<del>1300 Jacksboro Highway, Fort Worth, Texas, 76164 AND 1205 West Northside Drive, Fort Worth, Texas 76164</del>	<del>Tricolor Auto Group, LLC</del>
<u>20.</u> 3 0 :	Flexi Compras Autos, LLC <sup>4311</sup>	6021 Connection Drive, 4 <sup>th</sup> Floor, Irving, Texas 75039	2923 South West Military Drive, San Antonio, Texas 78224	Tricolor Auto Group, LLC <sup>4412</sup>
<del>31.</del>	<del>FVR Georgia, LLC</del>	<del>3131 McKinney Avenue, Suite</del>	<del>1401 and 1431 Cobb Parkway</del>	<del>Tricolor Auto</del>

<sup>419</sup> Sublessor

<sup>4210</sup> Sublessee

<sup>4311</sup> Sublessee

<sup>4412</sup> Sublessor

<u>No.</u>	<u>Counterparty</u>	<u>Counterparty Address</u>	<u>Lease Location</u>	<u>Debtor Party</u>
		<del>L10, Dallas, Texas 75204</del>	<del>Southeast, Marietta, Georgia 30067</del>	<del>Group, LLC</del>
<del>32.</del>	<del>Gary Lewis Polakoff, Trustee of the Gary and Diane Polakoff 2401 Trust</del>	<del>645 Front Street #303, San Diego, California 92101</del>	<del>2401 National City Boulevard, National City, California 91950</del>	<del>Tricolor California Auto Group, LLC</del>
<u>21.</u> 3 3 -	General Fleet Brokers, Inc.	2219 East 8 <sup>th</sup> Street, Odessa, Texas 79761	2346 East 8 <sup>th</sup> Street, Odessa, Texas 79761	Tricolor Auto Group, LLC
<u>22.</u> 3 4 -	Harlandale Housing Corp	1 FM 3351 South, Suite 130, Boerne, Texas 78006	2803 Southwest Military Drive, San Antonio, Texas 78224	Tricolor Auto Group, LLC
<u>23.</u> 3 5 -	High Chaparral Estates, LLC	26500 Agoura Road, Unit 102-588, Calabasas, California 91302	4850 West Glendale Avenue, Glendale, Arizona 85301	Tricolor Holdings, LLC
<del>36.</del>	<del>Houston Auto Auction Properties, L.P.</del>	<del>6767 North Freeway, Houston, Texas 77076 WITH A COPY TO Locke Lord LLP 2800 JP Morgan Chase Tower, Houston, Texas 77002, ATTN: James W. Robertson</del>	<del>6730 Gulf Freeway, Houston, Texas 77087</del>	<del>Tricolor Holdings, LLC</del>

<u>No.</u>	<u>Counterparty</u>	<u>Counterparty Address</u>	<u>Lease Location</u>	<u>Debtor Party</u>
<u>24.</u> 3 7 :	Issa Faggouseh <sup>1513</sup>	16666 Foothill Boulevard, Fontana, California	16666 Foothill Boulevard, Fontana, California	Tricolor Holdings, LLC <sup>1614</sup>
<u>25.</u> 3 8 :	Jose Luis and Norma Sanchez	8621 Hopewell Drive, El Paso, Texas 79925	8070 Gateway East, El Paso, Texas 79907	Flexi Compras Autos, LLC
<u>26.</u> 3 9 :	JMDH Real Estate of Austin, LLC	15-24 132 <sup>nd</sup> Street, College Point, New York 11356	7417 North Interstate 35, Austin Texas	Tricolor Auto Group, LLC
<del>40.</del>	<del>Katie's Express Car Wash, LLC</del>	<del>6111 Lake Worth Boulevard, Fort Worth, Texas 76135</del>	<del>2135 Jacksboro Highway, Forth Worth, Texas 76114</del>	<del>to Flexi Compras, LLC, d/b/a Lucky Lane Motors</del>
<del>41.</del>	<del>Kevin K. Jahngiri and Sherwin Jahangiri</del>	<del>3226 Pebble Trace, Houston, Texas 77068</del>	<del>9326 North Freeway, Houston, Texas 77037</del>	<del>Tricolor Auto Group</del>
<u>27.</u> 4 2 :	K&J Auto Exchange, Inc.	[No notice information available]	2121 North Oxnard Boulevard, Oxnard, California 93030	Tricolor California Auto Group, LLC, d/b/a Ganas Auto
<del>43.</del>	<del>Marina LA Realty LLC</del>	<del>10325 Central Avenue, Montclair, California 91763</del>	<del>8559 Artesia Boulevard, Bellflower, California 90706</del>	<del>Tricolor California Auto</del>

<sup>1513</sup> Sublessor

<sup>1614</sup> Sublessee

<u>No.</u>	<u>Counterparty</u>	<u>Counterparty Address</u>	<u>Lease Location</u>	<u>Debtor Party</u>
				<del>Group, LLC d/b/a Ganas Auto</del>
<del>44.</del>	<del>Marina Realty Enterprises LLC</del>	<del>10325 Central Avenue, Montclair, California 91763</del>	<del>1153 &amp; 1201 West Holt Boulevard, Ontario, California 91762</del>	<del>Tricolor Holdings, LLC</del>
<u>28.</u> 4 5 :	Mark P. Ike, Trustee of the Mark Paul Ike Trust, U/D/T 6/24/90	P.O. Box 11270, Costa Mesa, California 92627	1175 South La Brea, Inglewood, California 90301	Tricolor Auto Group, LLC
<u>29.</u> 4 6 :	MGA Investments LLP	8651 Sawgrass Drive, Lone Tree, Colorado 80124	5900 West Colfax Avenue, Lakewood, Colorado 80214	Tricolor Auto Group, LLC
<u>30.</u> 4 7 :	Momentum Auto Group	PO Box 7707, Midland, Texas 79708	2800 West Wall Street, Midland, Texas 79701	Tricolor Auto Group, LLC
<del>48.</del>	<del>M. Taylor Katz, Trustee Friedlander Family Trust</del>	<del>2901 West Coast Highway, Suite 200, Newport Beach, California 92663</del>	<del>13750 Beach Boulevard, Westminster, California 92683</del>	<del>Tricolor California Auto Group, LLC d/b/a Ganas Auto</del>
<del>49.</del>	<del>Mueller Properties, Ltd.</del>	<del>206 South Buckner Boulevard Dallas, Texas, 75247</del>	<del>551 South Buckner Boulevard, Dallas, Texas, 75217</del>	<del>Tricolor Auto Group, LLC</del>
<del>50.</del>	<del>Mueller Properties, Ltd</del>	<del>206 South Buckner Boulevard Dallas, Texas, 75247</del>	<del>8315 CF Hawn Freeway, Dallas, Texas 75217</del>	<del>Tricolor Auto Group, LLC</del>
<del>51.</del>	<del>M&amp;H Investments</del>	<del>[No notice information available]</del>	<del>1449 North Cicero Avenue, Chicago 60651</del>	<del>Tricolor Holdings, LLC</del>
<u>31.</u> 5 2	Nader and Shida Investment, LLC	[No notice information available]	2400 Firestone Boulevard, South Gate, California 90280	Ganas Auto Group, LLC

<u>No.</u>	<u>Counterparty</u>	<u>Counterparty Address</u>	<u>Lease Location</u>	<u>Debtor Party</u>
<u>32.</u> 5 3 7	Ocean Properties II, Inc.	3 Sioux Crescent, Ottawa, Canada K2H7E3	4053 and 4121 South Padre Island Drive, Corpus Christi, Texas 78411	Tricolor Auto Group, LLC
<u>33.</u> 5 4 7	PLS Check Cashers of Texas, Inc. <sup>4715</sup>	PLS Financial Services, Inc., One South Wacker Drive, 36 <sup>th</sup> Floor, Chicago, IL 60606 ATTN: Ken Crane WITH A COPY TO ATTN: William S. Ettelson, Esq.	39490 LBJ Freeway South, Dallas, Texas 75232	Tricolor Auto Group, LLC <sup>4816</sup>
<del>55.</del>	<del>Prime Southland Real Estate, LLC</del>	<del>11730 Valley Boulevard, El Monte California 91732</del>	<del>11705-11721 Valley Boulevard, El Monte, California 91732</del>	<del>Tricolor Auto Group</del>
<u>34.</u> 5 6 7	Pro Equities, A California General Partnership	333 West Broadway, Suite 312, Long Beach, California 90802	1991 East Spring Street, Long Beach, California 90806	Tricolor Holdings, LLC
<u>35.</u> 5 7 7	Ralph Kazarian, Jr., Ralph & Jeffri Kazarian Properties, LLC, Malaga Company, LLC, Daniel Serimian and Leslie A. Morgan	K&S Investments 2416 West Shaw Avenue, #109, Fresno, California 93711	3150 Highland Avenue, Selma, California 93662	Tricolor California Auto Group, LLC
<u>36.</u> 5 8	Ricchi Plaza Dallas, LLC	1111 Mockingbird Lane, Suite 1111, Dallas, Texas 75247	1111 Mockingbird Lane, Suites 1450/1500, Dallas, Texas 75247	TriColor Auto Group, LLC

<sup>4715</sup> Sublessor

<sup>4816</sup> Sublessee

<u>No.</u>	<u>Counterparty</u>	<u>Counterparty Address</u>	<u>Lease Location</u>	<u>Debtor Party</u>
<del>59.</del>	<del>RKJS Investments, L.L.C.</del>	<del>1412 Cypress Creek Parkway, Suite 462, Houston Texas 77090</del>	<del>9326 North Freeway, Houston, Texas 77037</del>	<del>Tricolor Auto Group, LLC</del>
<u>37.</u> <del>6</del> <del>0</del> <del>7</del>	RMSJ Investments Ltd.	P.O. Box 826, Temple, Texas 76503	3301 South General Bruce Drive, Temple, Texas 76504	Tricolor Auto Group, LLC
<u>38.</u> <del>6</del> <del>1</del> <del>7</del>	Roalty 1 Properties, Ltd	5712 Southwest Freeway, Houston, Texas 77057	5712 and 5722 Southwest Freeway, Houston, Texas 77057	Tricolor Auto Group, LLC
<del>62.</del>	<del>Robert Petrie</del>	<del>7217 Charlene Court, Azle, Texas 76020</del>	<del>1914 Jacksboro Highway, Fort Worth, Texas 76164 AND 1924 Jacksboro Highway, Fort Worth, Texas 76164</del>	<del>TriColor Auto Group, LLC</del>
<u>39.</u> <del>6</del> <del>3</del> <del>7</del>	Ron A. Kipper, Frances A Kipper, and Casey Kipper <sup><u>1917</u></sup>	899 Island Drive #511, Rancho Mirage, California 92270	16635 Foothill Boulevard, Fontana, California 92335	Tricolor Holdings, LLC <sup><u>2018</u></sup>
<del>64.</del>	<del>Salehoun Family L.P.</del>	<del>39650 LBJ Freeway South, Dallas, Texas 75237</del>	<del>12000 East Northwest Highway, Dallas, Texas 75218</del>	<del>Tricolor Auto Group, LLC<sup>21</sup></del>

<sup>1917</sup> Sublessor

<sup>2018</sup> Sublessee

~~<sup>21</sup> Sublessor~~

<u>No.</u>	<u>Counterparty</u>	<u>Counterparty Address</u>	<u>Lease Location</u>	<u>Debtor Party</u>
<del>65.</del>	<del>Salehoun Family L.P.</del>	<del>39650 LBJ Freeway South, Dallas, Texas 75237</del>	<del>39550 LBJ Freeway, Dallas, Texas 75232</del>	<del>Tricolor Auto Group, LLC</del>
<u>40.</u> 6 6 :	Sergio E. Llovio Living Trust UDT September 19, 2006	4734 Firestone Boulevard, South Gate, California 90280	4730 Firestone Boulevard, South Gate, California 90280	Tricolor Auto Group, LLC
<del>67.</del>	<del>SMH Property, LLC</del>	<del>20515 Interstate 45 North, Spring, Texas 77388</del>	<del>8655 Highway 6 South, Houston, Texas 77083</del>	<del>Tricolor Auto Group, LLC</del>
<u>41.</u> 6 8 :	Smith Family Trust	7599 Indiana Avenue, Riverside, California 92504	7701 Indiana Avenue, Riverside, California 92504	Tricolor Holdings, LLC
<u>42.</u> 6 9 :	Taysir A. Zahra	703 Winston Lane, Sugar Land, Texas 77479	5219 North Freeway, Houston, Texas 77022	Tricolor Auto Group, LLC
<u>43.</u> 7 0 :	Terry Upton	P.O. Box 899, Antioch, Illinois 60002	2175 East New York Street, Aurora, Illinois 60502	Tricolor Auto Group, LLC
<del>71.</del>	<del>Thomas Living Trust dated September 29, 1983 and the Edwin A. Thomas, Jr. QTIP Trust</del>	<del>P.O. Box 1764, Tustin, California 92781</del>	<del>525 South Harbor Boulevard, Santa Ana, California 92704</del>	<del>Tricolor Auto Group</del>
<u>44.</u> 7 2 :	Trendwest Enterprises, Inc.	6338 North Blackstone Avenue, Fresno, California 93710	145 East Auto Center Drive, Fresno, California 93710	Tricolor California Auto Group, LLC d/b/a Ganas Auto
<u>45.</u>	Vikna, LLC	110 Trinidad Drive, Tiburon,	3190 Auto Center Circle,	Ganas Auto

<u>No.</u>	<u>Counterparty</u>	<u>Counterparty Address</u>	<u>Lease Location</u>	<u>Debtor Party</u>
<del>7</del> <del>3</del> :		California 94920	Stockton, California 95212	Group, LLC
<u>46.</u> <del>7</del> <del>4</del> :	West Loop Auto Group, LLC	169 Aledo Creeks Road, Forth Worth, Texas, 76126	3300 Alta Mere Drive, Fort Worth, Texas 76116	Tricolor Auto Group, LLC
<u>47.</u> <del>7</del> <del>5</del> :	William Merkel	[No notice information available]	2804 Fulton Avenue, Sacramento, California 95821	Ganas Auto, LLC
<u>48.</u> <del>7</del> <del>6</del> :	Woodale, LLC	2825 Oak Lawn Ave, Dallas, Texas 7519	855 South Valley Derive, Las Cruces, New Mexico 88005	Tricolor Holdings, LLC
<u>49.</u> <del>7</del> <del>7</del> :	Zaia Group 2226 LLC	c/o Investar Real Estate Specialists 2943 East Tulsa Street, Chandler, Arizona 85225	2226 West Camelback Road, Pheonix, Arizona 85013	Tricolor Auto Group, LLC