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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.*,¹

Debtor.

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

**NOTICE OF FILING OF FURTHER 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*

¹ 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.



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 on November 24, 2025, the Trustee filed the *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. 472], to which was attached as **Exhibit A** a revised proposed form of order with respect to the Motion (the “Revised Proposed Order”) [Docket No. 472-1], reflecting 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, following discussions with an additional landlord, the Trustee herewith files a further revised proposed form of order for the Motion, which is attached hereto as **Exhibit A** (the “Further Revised Proposed Order”).

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

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

Dated: Dallas, Texas
November 25, 2025

MCDERMOTT WILL & SCHULTE LLP

/s/ Charles R. Gibbs

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Counsel to the Chapter 7 Trustee

CERTIFICATE OF SERVICE

I do hereby certify that on November 25, 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**

In re:

TRICOLOR HOLDINGS, LLC, *et al.*,¹

Debtors.

)
) 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”)² 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,

¹ 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.

² 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 terms of this order shall not be applicable to Debtors' lease with BPG Arizona 1, LLC for premises located at 13400 West Cactus Road, Surprise, AZ 85381 (the "Surprise, AZ Lease"). The Trustee and BPG Arizona 1, LLC shall enter into a separate stipulation and agreed order providing for the rejection of the Surprise, AZ Lease.

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

13. 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)
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-and-

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Counsel to the Chapter 7 Trustee

EXHIBIT 1

Proposed Rejected Leases

| <u>No.</u> | <u>Counterparty</u> | <u>Counterparty Address</u> | <u>Lease Location</u> | <u>Debtor Party</u> |
|-------------------|---|---|---|--|
| 1. | 12 th 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 ¹ |
| 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 ² |

¹ Assigned lease from Carlotz Group, Inc.

² Assignee of lease from DriveTime Care Sales Company, LLC

| No. | Counterparty | Counterparty Address | Lease Location | Debtor Party |
|------------|---|--|---|--|
| 11. | The Aquarius Institute ³ | 1111 Mockingbird Lane, Suite 1450, Dallas, Texas 75247 | 1111 Mockingbird Lane, Suite 1450, Dallas, Texas 75247 | TriColor Auto Group, LLC ⁴ |
| 12. | Beach Lake Stables LLC ⁵ | 8688 River Road, Sacramento, California 95823 | 2760 and 2820 Fulton Avenue, Sacramento, California 95821 | Tricolor Holdings, LLC ⁶ |
| 13. | 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 |
| 14. | Daniel W. Patterson | [No notice information available] | 7973 Indiana Ave, Riverside, California 92504 | Tricolor California Auto Group, LLC |
| 15. | DHC Subaru of Riverside ⁷ | [No notice information available] | 7973 Indiana Ave, Riverside, California 92504 | Tricolor California Auto Group, LLC ⁸ |
| 16. | DJK, Inc. | 700 North Grant Avenue, Suite 600, Odessa, Texas 79761 | 3818 West Wall Street, Midland, Texas 79703 | Tricolor Auto Group, LLC |
| 17. | Epsilon Data Management, LLC ⁹ | Lion Re: Sources, Inc. 375 Hudson Street New York, New York 10014 | 6021 Connection Drive, 4th Floor, Irving, Texas 75039 | TriColor Holdings, LLC ¹⁰ |

³ Sublessee

⁴ Sublessor

⁵ Sublessor

⁶ Sublessee

⁷ Sublessee

⁸ Sublessor

⁹ Sublessor

¹⁰ Sublessee

| No. | Counterparty | Counterparty Address | Lease Location | Debtor Party |
|------------|--|--|--|---|
| 18. | 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 |
| 19. | Flexi Compras Autos, LLC ¹¹ | 6021 Connection Drive, 4 th Floor, Irving, Texas 75039 | 2923 South West Military Drive, San Antonio, Texas 78224 | Tricolor Auto Group, LLC ¹² |
| 20. | General Fleet Brokers, Inc. | 2219 East 8 th Street, Odessa, Texas 79761 | 2346 East 8 th Street, Odessa, Texas 79761 | Tricolor Auto Group, LLC |
| 21. | Harlandale Housing Corp | 1 FM 3351 South, Suite 130, Boerne, Texas 78006 | 2803 Southwest Military Drive, San Antonio, Texas 78224 | Tricolor Auto Group, LLC |
| 22. | High Chaparral Estates, LLC | 26500 Agoura Road, Unit 102-588, Calabasas, California 91302 | 4850 West Glendale Avenue, Glendale, Arizona 85301 | Tricolor Holdings, LLC |
| 23. | Issa Faggouseh ¹³ | 16666 Foothill Boulevard, Fontana, California | 16666 Foothill Boulevard, Fontana, California | Tricolor Holdings, LLC ¹⁴ |
| 24. | Jose Luis and Norma Sanchez | 8621 Hopewell Drive, El Paso, Texas 79925 | 8070 Gateway East, El Paso, Texas 79907 | Flexi Compras Autos, LLC |
| 25. | JMDH Real Estate of Austin, LLC | 15-24 132 nd Street, College Point, New York 11356 | 7417 North Interstate 35, Austin Texas | Tricolor Auto Group, LLC |
| 26. | 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 |
| 27. | 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 |
| 28. | MGA Investments LLP | 8651 Sawgrass Drive, Lone Tree, Colorado 80124 | 5900 West Colfax Avenue, Lakewood, Colorado 80214 | Tricolor Auto Group, LLC |

¹¹ Sublessee

¹² Sublessor

¹³ Sublessor

¹⁴ Sublessee

| No. | Counterparty | Counterparty Address | Lease Location | Debtor Party |
|------------|---|---|---|--|
| 29. | Momentum Auto Group | PO Box 7707, Midland, Texas 79708 | 2800 West Wall Street, Midland, Texas 79701 | Tricolor Auto Group, LLC |
| 30. | Nader and Shida Investment, LLC | [No notice information available] | 2400 Firestone Boulevard, South Gate, California 90280 | Ganas Auto Group, LLC |
| 31. | 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 |
| 32. | PLS Check Cashers of Texas, Inc. ¹⁵ | PLS Financial Services, Inc., One South Wacker Drive, 36 th 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 ¹⁶ |
| 33. | 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 |
| 34. | 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 |
| 35. | 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 |
| 36. | RMSJ Investments Ltd. | P.O. Box 826, Temple, Texas 76503 | 3301 South General Bruce Drive, Temple, Texas 76504 | Tricolor Auto Group, LLC |
| 37. | Roalty 1 Properties, Ltd | 5712 Southwest Freeway, Houston, Texas 77057 | 5712 and 5722 Southwest Freeway, Houston, Texas 77057 | Tricolor Auto Group, LLC |

¹⁵ Sublessor

¹⁶ Sublessee

| No. | Counterparty | Counterparty Address | Lease Location | Debtor Party |
|------------|---|--|--|--|
| 38. | Ron A. Kipper, Frances A Kipper, and Casey Kipper ¹⁷ | 899 Island Drive #511, Rancho Mirage, California 92270 | 16635 Foothill Boulevard, Fontana, California 92335 | Tricolor Holdings, LLC ¹⁸ |
| 39. | 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 |
| 40. | Smith Family Trust | 7599 Indiana Avenue, Riverside, California 92504 | 7701 Indiana Avenue, Riverside, California 92504 | Tricolor Holdings, LLC |
| 41. | Taysir A. Zahra | 703 Winston Lane, Sugar Land, Texas 77479 | 5219 North Freeway, Houston, Texas 77022 | Tricolor Auto Group, LLC |
| 42. | Terry Upton | P.O. Box 899, Antioch, Illinois 60002 | 2175 East New York Street, Aurora, Illinois 60502 | Tricolor Auto Group, LLC |
| 43. | 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 |
| 44. | Vikna, LLC | 110 Trinidad Drive, Tiburon, California 94920 | 3190 Auto Center Circle, Stockton, California 95212 | Ganas Auto Group, LLC |
| 45. | 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 |
| 46. | William Merkel | [No notice information available] | 2804 Fulton Avenue, Sacramento, California 95821 | Ganas Auto, LLC |
| 47. | Woodale, LLC | 2825 Oak Lawn Ave, Dallas, Texas 7519 | 855 South Valley Derive, Las Cruces, New Mexico 88005 | Tricolor Holdings, LLC |
| 48. | 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 |

¹⁷ Sublessor

¹⁸ Sublessee

EXHIBIT B

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

In re:

TRICOLOR HOLDINGS, LLC, *et al.*,¹

Debtors.

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Chapter 7

Case No. 25-33487
(MVL)

**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”)² 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,

¹ 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.

² 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 terms of this order shall not be applicable to Debtors' lease with BPG Arizona 1, LLC for premises located at 13400 West Cactus Road, Surprise, AZ 85381 (the "Surprise, AZ Lease"). The Trustee and BPG Arizona 1, LLC shall enter into a separate stipulation and agreed order providing for the rejection of the Surprise, AZ Lease.

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

13. ~~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)
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-and-

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Fax: (212) 547-5444
E-mail: dazman@mwe.com

Counsel to the Chapter 7 Trustee

EXHIBIT 1

Proposed Rejected Leases

| No. | Counterparty | Counterparty Address | Lease Location | Debtor Party |
|------------|---|---|---|--|
| 1. | 12 th 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 ¹ |
| 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 ² |

¹ Assigned lease from Carlotz Group, Inc.

² Assignee of lease from DriveTime Care Sales Company, LLC

| <u>No.</u> | <u>Counterparty</u> | <u>Counterparty Address</u> | <u>Lease Location</u> | <u>Debtor Party</u> |
|--|-------------------------------------|---|--|---|
| 11. | The Aquarius Institute ³ | 1111 Mockingbird Lane, Suite 1450, Dallas, Texas 75247 | 1111 Mockingbird Lane, Suite 1450, Dallas, Texas 75247 | TriColor Auto Group, LLC ⁴ |
| 12. | Beach Lake Stables LLC ⁵ | 8688 River Road, Sacramento, California 95823 | 2760 and 2820 Fulton Avenue, Sacramento, California 95821 | Tricolor Holdings, LLC ⁶ |
| 13. | 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 |
| <u>13.</u> 1 4 7 | 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 |
| <u>14.</u> 1 5 7 | Daniel W. Patterson | [No notice information available] | 7973 Indiana Ave, Riverside, California 92504 | Tricolor California Auto Group, LLC |

³ Sublessee

⁴ Sublessor

⁵ Sublessor

⁶ Sublessee

| <u>No.</u> | <u>Counterparty</u> | <u>Counterparty Address</u> | <u>Lease Location</u> | <u>Debtor Party</u> |
|---------------------------|---|--|--|--|
| <u>15.</u> 1 6 7 | DHC Subaru of Riverside ⁷ | [No notice information available] | 7973 Indiana Ave, Riverside, California 92504 | Tricolor California Auto Group, LLC ⁸ |
| <u>16.</u> 1 7 7 | DJK, Inc. | 700 North Grant Avenue, Suite 600, Odessa, Texas 79761 | 3818 West Wall Street, Midland, Texas 79703 | Tricolor Auto Group, LLC |
| <u>17.</u> 1 8 7 | Epsilon Data Management, LLC ⁹ | Lion Re: Sources, Inc. 375 Hudson Street New York, New York 10014 | 6021 Connection Drive, 4th Floor, Irving, Texas 75039 | TriColor Holdings, LLC ¹⁰ |
| <u>18.</u> 1 9 7 | 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 |
| <u>19.</u> 2 0 7 | Flexi Compras Autos, LLC ¹¹ | 6021 Connection Drive, 4 th Floor, Irving, Texas 75039 | 2923 South West Military Drive, San Antonio, Texas 78224 | Tricolor Auto Group, LLC ¹² |
| <u>20.</u> 2 1 7 | General Fleet Brokers, Inc. | 2219 East 8 th Street, Odessa, Texas 79761 | 2346 East 8 th Street, Odessa, Texas 79761 | Tricolor Auto Group, LLC |

⁷ Sublessee

⁸ Sublessor

⁹ Sublessor

¹⁰ Sublessee

¹¹ Sublessee

¹² Sublessor

| <u>No.</u> | <u>Counterparty</u> | <u>Counterparty Address</u> | <u>Lease Location</u> | <u>Debtor Party</u> |
|---------------------------|------------------------------------|--|--|--|
| <u>21.</u> 2 2 - | 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>22.</u> 2 3 - | High Chaparral Estates, LLC | 26500 Agoura Road, Unit 102-588, Calabasas, California 91302 | 4850 West Glendale Avenue, Glendale, Arizona 85301 | Tricolor Holdings, LLC |
| <u>23.</u> 2 4 - | Issa Faggouseh ¹³ | 16666 Foothill Boulevard, Fontana, California | 16666 Foothill Boulevard, Fontana, California | Tricolor Holdings, LLC ¹⁴ |
| <u>24.</u> 2 5 - | Jose Luis and Norma Sanchez | 8621 Hopewell Drive, El Paso, Texas 79925 | 8070 Gateway East, El Paso, Texas 79907 | Flexi Compras Autos, LLC |
| <u>25.</u> 2 6 - | JMDH Real Estate of Austin, LLC | 15-24 132 nd Street, College Point, New York 11356 | 7417 North Interstate 35, Austin Texas | Tricolor Auto Group, LLC |
| <u>26.</u> 2 7 - | 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 |
| <u>27.</u> | Mark P. Ike, Trustee of the Mark | P.O. Box 11270, Costa Mesa, | 1175 South La Brea, Inglewood, | Tricolor Auto |

¹³ Sublessor

¹⁴ Sublessee

| <u>No.</u> | <u>Counterparty</u> | <u>Counterparty Address</u> | <u>Lease Location</u> | <u>Debtor Party</u> |
|---------------------|--|---|---|--|
| 28 28 | Paul Ike Trust, U/D/T 6/24/90 | California 92627 | California 90301 | Group, LLC |
| 29 29 | MGA Investments LLP | 8651 Sawgrass Drive, Lone Tree, Colorado 80124 | 5900 West Colfax Avenue, Lakewood, Colorado 80214 | Tricolor Auto Group, LLC |
| 30 30 | Momentum Auto Group | PO Box 7707, Midland, Texas 79708 | 2800 West Wall Street, Midland, Texas 79701 | Tricolor Auto Group, LLC |
| 31 31 | Nader and Shida Investment, LLC | [No notice information available] | 2400 Firestone Boulevard, South Gate, California 90280 | Ganas Auto Group, LLC |
| 32 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 33 | PLS Check Cashers of Texas, Inc. ¹⁵ | PLS Financial Services, Inc., One South Wacker Drive, 36 th 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 ¹⁶ |
| 34 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 |

¹⁵ Sublessor

¹⁶ Sublessee

| <u>No.</u> | <u>Counterparty</u> | <u>Counterparty Address</u> | <u>Lease Location</u> | <u>Debtor Party</u> |
|---------------------------|---|---|---|---|
| <u>34.</u> 3 5 - | 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>35.</u> 3 6 - | 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 |
| <u>36.</u> 3 7 - | RMSJ Investments Ltd. | P.O. Box 826, Temple, Texas 76503 | 3301 South General Bruce Drive, Temple, Texas 76504 | Tricolor Auto Group, LLC |
| <u>37.</u> 3 8 - | Roalty 1 Properties, Ltd | 5712 Southwest Freeway, Houston, Texas 77057 | 5712 and 5722 Southwest Freeway, Houston, Texas 77057 | Tricolor Auto Group, LLC |
| <u>38.</u> 3 9 - | Ron A. Kipper, Frances A Kipper, and Casey Kipper ¹⁷ | 899 Island Drive #511, Rancho Mirage, California 92270 | 16635 Foothill Boulevard, Fontana, California 92335 | Tricolor Holdings, LLC ¹⁸ |
| <u>39.</u> 4 0 - | 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 |
| <u>40.</u> | Smith Family Trust | 7599 Indiana Avenue, Riverside, | 7701 Indiana Avenue, Riverside, | Tricolor |

¹⁷ Sublessor

¹⁸ Sublessee

| <u>No.</u> | <u>Counterparty</u> | <u>Counterparty Address</u> | <u>Lease Location</u> | <u>Debtor Party</u> |
|---------------------------|-----------------------------|---|--|---|
| <u>4</u> 1 - | | California 92504 | California 92504 | Holdings, LLC |
| <u>41.</u> 4 2 - | Taysir A. Zahra | 703 Winston Lane, Sugar Land, Texas 77479 | 5219 North Freeway, Houston, Texas 77022 | Tricolor Auto Group, LLC |
| <u>42.</u> 4 3 - | Terry Upton | P.O. Box 899, Antioch, Illinois 60002 | 2175 East New York Street, Aurora, Illinois 60502 | Tricolor Auto Group, LLC |
| <u>43.</u> 4 4 - | 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>44.</u> 4 5 - | Vikna, LLC | 110 Trinidad Drive, Tiburon, California 94920 | 3190 Auto Center Circle, Stockton, California 95212 | Ganas Auto Group, LLC |
| <u>45.</u> 4 6 - | 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>46.</u> 4 7 - | William Merkel | [No notice information available] | 2804 Fulton Avenue, Sacramento, California 95821 | Ganas Auto, LLC |
| <u>47.</u> 4 8 - | Woodale, LLC | 2825 Oak Lawn Ave, Dallas, Texas 7519 | 855 South Valley Derive, Las Cruces, New Mexico 88005 | Tricolor Holdings, LLC |
| <u>48.</u> | Zaia Group 2226 LLC | c/o Investar Real Estate | 2226 West Camelback Road, | Tricolor Auto |

| <u>No.</u> | <u>Counterparty</u> | <u>Counterparty Address</u> | <u>Lease Location</u> | <u>Debtor Party</u> |
|-------------|---------------------|---|------------------------|---------------------|
| 4 9 5 | | Specialists 2943 East Tulsa Street, Chandler, Arizona 85225 | Pheonix, Arizona 85013 | Group, LLC |

EXHIBIT C

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

In re:

TRICOLOR HOLDINGS, LLC, *et al.*,¹

Debtors.

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

**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”)² 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,

¹ 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.

² 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 terms of this order shall not be applicable to Debtors' lease with BPG Arizona 1, LLC for premises located at 13400 West Cactus Road, Surprise, AZ 85381 (the "Surprise, AZ Lease"). The Trustee and BPG Arizona 1, LLC shall enter into a separate stipulation and agreed order providing for the rejection of the Surprise, AZ Lease.

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

13. 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)
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Grayson Williams (TX Bar No. 24124561)
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gwilliams@mwe.com

-and-

Darren Azman (admitted *pro hac vice*)
MCDERMOTT WILL & SCHULTE LLP
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Tel: (212) 547-5400
Fax: (212) 547-5444
E-mail: dazman@mwe.com

Counsel to the Chapter 7 Trustee

EXHIBIT 1

Proposed Rejected Leases

| <u>No.</u> | <u>Counterparty</u> | <u>Counterparty Address</u> | <u>Lease Location</u> | <u>Debtor Party</u> |
|-------------------------|---|---|---|---|
| 1. | 12 th 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.— | 3330 Fremont Street LLC | 2711 East Sahara, Las Vegas, Nevada 89104 | 3330-3340 East Fremont Street, Las Vegas, Nevada 89104 | Tricolor Auto Group, LLC |
| <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 |
| 8.— | 603 San Fernando Road, LLC | 601 South Brand Boulevard, 3rd San Fernando, California 91340 | 603 San Fernando Road, San Fernando, California 91340 | Tricolor Auto Group, LLC |
| 9.— | Apoyo Financial, LLC[†] | 6021 Connection Drive, 4th Floor, Irving, Texas 75039 | 12000 E. Northwest Highway, Dallas, Texas 75218 | Tricolor Auto Group, LLC |
| <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 |

[†]-Sublessee

| <u>No.</u> | <u>Counterparty</u> | <u>Counterparty Address</u> | <u>Lease Location</u> | <u>Debtor Party</u> |
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| 1 0 1 | | | | |
| <u>8.</u> 1 1 1 | 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> 1 2 1 | Arrendondo Ventures, Inc. | 4410 Wible Road, Bakersfield California 9331 | 4608 Rudnick Court, Bakersfield, California | Tricolor California Auto Group, LLC ²¹ ₌ |
| <u>10.</u> 1 3 1 | 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 ³² ₌ |
| <u>11.</u> 1 4 1 | The Aquarius Institute ⁴³ ₌ | 1111 Mockingbird Lane, Suite 1450, Dallas, Texas 75247 | 1111 Mockingbird Lane, Suite 1450, Dallas, Texas 75247 | TriColor Auto Group, LLC ⁵⁴ ₌ |

²¹₌ Assigned lease from Carlotz Group, Inc.

³²₌ Assignee of lease from DriveTime Care Sales Company, LLC

⁴³₌ Sublessee

⁵⁴₌ Sublessor

| <u>No.</u> | <u>Counterparty</u> | <u>Counterparty Address</u> | <u>Lease Location</u> | <u>Debtor Party</u> |
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| <u>12.</u> 1 5 : | Beach Lake Stables LLC ⁶⁵ | 8688 River Road, Sacramento, California 95823 | 2760 and 2820 Fulton Avenue, Sacramento, California 95821 | Tricolor Holdings, LLC ⁷⁶ |
| 16. | 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 |
| 17. | Bullish Resources, Inc. | Attn: Todd Wallace 210 Barton Springs Road, Suite 500, Austin Texas 78704 | 6300 East Bandera Road, Leon Valley, Texas 78238 | Tricolor Auto Group, LLC |
| 18. | Bullish Resources, Inc. | 10855 IH 10 West, San Antonio, Texas 78230 | 3720 East Saunders, Laredo Texas 78041 | Tricolor Auto Group, LLC |
| <u>13.</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 |
| 20. | BV NWH, LP | c/o Bandera Ventures, LP 8117 Preston Road, Suite 220, Dallas, Texas, 75225 | 3363 West Northwest Highway, Dallas, Texas 75220 | Tricolor Auto Group, LLC |
| 21. | Chiyo Inoue Trust dated February 17, 2010⁸ | 5-2-15, Nishigotanda, | 5959 East Belknap Street, Haltom City, Texas 76117 | Tricolor Holdings, LLC |

⁶⁵ Sublessor

⁷⁶ Sublessee

⁸ Assignee of prior lease.

| <u>No.</u> | <u>Counterparty</u> | <u>Counterparty Address</u> | <u>Lease Location</u> | <u>Debtor Party</u> |
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| | | Shingawa-ku Tokyo 141-0031 Japan With copy to 2312 Pullman Lane #B, Redondo Beach, California 90278 | | |
| <u>14.</u> 2 2 : | Daniel W. Patterson | [No notice information available] | 7973 Indiana Ave, Riverside, California 92504 | Tricolor California Auto Group, LLC |
| 23. | DB & BB Properties, L.P. | 4820 Carmel Place, Colleyville Texas 76034 | 100 East Airport Freeway, Irving, Texas 75062 | Tricolor Auto Group, LLC |
| <u>15.</u> 2 4 : | DHC Subaru of Riverside ⁹⁷ ₌ | [No notice information available] | 7973 Indiana Ave, Riverside, California 92504 | Tricolor California Auto Group, LLC ⁴⁰⁸ ₌ |
| <u>16.</u> 2 5 : | DJK, Inc. | 700 North Grant Avenue, Suite 600, Odessa, Texas 79761 | 3818 West Wall Street, Midland, Texas 79703 | Tricolor Auto Group, LLC |
| 26. | DP Real Estate LP | 511 West French Place, San Antonio, Texas 78212 | 1150 I-35, San Antonio, Texas 78233 | Tricolor Auto Group, LLC |

⁹⁷₌ Sublessee

⁴⁰⁸₌ Sublessor

| <u>No.</u> | <u>Counterparty</u> | <u>Counterparty Address</u> | <u>Lease Location</u> | <u>Debtor Party</u> |
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| <u>17.</u> 2 7 : | Epsilon Data Management, LLC ⁴¹⁹ _— | Lion Re: Sources, Inc. 375 Hudson Street New York, New York 10014 | 6021 Connection Drive, 4th Floor, Irving, Texas 75039 | TriColor Holdings, LLC ⁴²¹⁰ _— |
| <u>18.</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 |
| 29. | Flexi Compras Autos, LLC d/b/a Ganas Ya | Robert Petrie 1924 Jacksboro Highway, Fort Worth, Texas 76106 | 1300 Jacksboro Highway, Fort Worth, Texas, 76164 AND 1205 West Northside Drive, Fort Worth, Texas 76164 | Tricolor Auto Group, LLC |
| <u>19.</u> 3 0 : | Flexi Compras Autos, LLC ⁴³¹¹ _— | 6021 Connection Drive, 4 th Floor, Irving, Texas 75039 | 2923 South West Military Drive, San Antonio, Texas 78224 | Tricolor Auto Group, LLC ⁴⁴¹² _— |
| 31. | FVR Georgia, LLC | 3131 McKinney Avenue, Suite | 1401 and 1431 Cobb Parkway | Tricolor Auto |

⁴¹⁹_— Sublessor

⁴²¹⁰_— Sublessee

⁴³¹¹_— Sublessee

⁴⁴¹²_— Sublessor

| <u>No.</u> | <u>Counterparty</u> | <u>Counterparty Address</u> | <u>Lease Location</u> | <u>Debtor Party</u> |
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| | | L10, Dallas, Texas 75204 | Southeast, Marietta, Georgia 30067 | Group, LLC |
| 32. | Gary Lewis Polakoff, Trustee of the Gary and Diane Polakoff 2401 Trust | 645 Front Street #303, San Diego, California 92101 | 2401 National City Boulevard, National City, California 91950 | Tricolor California Auto Group, LLC |
| <u>20.</u> 3 3 : | General Fleet Brokers, Inc. | 2219 East 8 th Street, Odessa, Texas 79761 | 2346 East 8 th Street, Odessa, Texas 79761 | Tricolor Auto Group, LLC |
| <u>21.</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>22.</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 |
| 36. | Houston Auto Auction Properties, L.P. | 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 | 6730 Gulf Freeway, Houston, Texas 77087 | Tricolor Holdings, LLC |

| <u>No.</u> | <u>Counterparty</u> | <u>Counterparty Address</u> | <u>Lease Location</u> | <u>Debtor Party</u> |
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| <u>23.</u> 3 7 : | Issa Faggouseh ¹⁵¹³ | 16666 Foothill Boulevard, Fontana, California | 16666 Foothill Boulevard, Fontana, California | Tricolor Holdings, LLC ¹⁶¹⁴ |
| <u>24.</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>25.</u> 3 9 : | JMDH Real Estate of Austin, LLC | 15-24 132 nd Street, College Point, New York 11356 | 7417 North Interstate 35, Austin Texas | Tricolor Auto Group, LLC |
| 40. | Katie's Express Car Wash, LLC | 6111 Lake Worth Boulevard, Fort Worth, Texas 76135 | 2135 Jacksboro Highway, Forth Worth, Texas 76114 | to Flexi Compras, LLC, d/b/a Lucky Lane Motors |
| 41. | Kevin K. Jahngiri and Sherwin Jahangiri | 3226 Pebble Trace, Houston, Texas 77068 | 9326 North Freeway, Houston, Texas 77037 | Tricolor Auto Group |
| <u>26.</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 |
| 43. | Marina LA Realty LLC | 10325 Central Avenue, Montclair, California 91763 | 8559 Artesia Boulevard, Bellflower, California 90706 | Tricolor California Auto |

¹⁵¹³ Sublessor

¹⁶¹⁴ Sublessee

| <u>No.</u> | <u>Counterparty</u> | <u>Counterparty Address</u> | <u>Lease Location</u> | <u>Debtor Party</u> |
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| | | | | Group, LLC d/b/a Ganas Auto |
| 44. | Marina Realty Enterprises LLC | 10325 Central Avenue, Montclair, California 91763 | 1153 & 1201 West Holt Boulevard, Ontario, California 91762 | Tricolor Holdings, LLC |
| <u>27.</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>28.</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>29.</u> 4 7 : | Momentum Auto Group | PO Box 7707, Midland, Texas 79708 | 2800 West Wall Street, Midland, Texas 79701 | Tricolor Auto Group, LLC |
| 48. | M. Taylor Katz, Trustee Friedlander Family Trust | 2901 West Coast Highway, Suite 200, Newport Beach, California 92663 | 13750 Beach Boulevard, Westminster, California 92683 | Tricolor California Auto Group, LLC d/b/a Ganas Auto |
| 49. | Mueller Properties, Ltd. | 206 South Buckner Boulevard Dallas, Texas, 75247 | 551 South Buckner Boulevard, Dallas, Texas, 75217 | Tricolor Auto Group, LLC |
| 50. | Mueller Properties, Ltd | 206 South Buckner Boulevard Dallas, Texas, 75247 | 8315 CF Hawn Freeway, Dallas, Texas 75217 | Tricolor Auto Group, LLC |
| 51. | M&H Investments | [No notice information available] | 1449 North Cicero Avenue, Chicago 60651 | Tricolor Holdings, LLC |
| <u>30.</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> |
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| <u>31.</u> 5 3 - | 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>32.</u> 5 4 - | PLS Check Cashers of Texas, Inc. ⁴⁷¹⁵ | PLS Financial Services, Inc., One South Wacker Drive, 36 th 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 ⁴⁸¹⁶ |
| 55. | Prime Southland Real Estate, LLC | 11730 Valley Boulevard, El Monte California 91732 | 11705-11721 Valley Boulevard, El Monte, California 91732 | Tricolor Auto Group |
| <u>33.</u> 5 6 - | 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>34.</u> 5 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>35.</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 |

⁴⁷¹⁵ Sublessor

⁴⁸¹⁶ Sublessee

| <u>No.</u> | <u>Counterparty</u> | <u>Counterparty Address</u> | <u>Lease Location</u> | <u>Debtor Party</u> |
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| 59. | RKJS Investments, L.L.C. | 1412 Cypress Creek Parkway, Suite 462, Houston Texas 77090 | 9326 North Freeway, Houston, Texas 77037 | Tricolor Auto Group, LLC |
| <u>36.</u> 6 0 7 | RMSJ Investments Ltd. | P.O. Box 826, Temple, Texas 76503 | 3301 South General Bruce Drive, Temple, Texas 76504 | Tricolor Auto Group, LLC |
| <u>37.</u> 6 1 7 | Roalty 1 Properties, Ltd | 5712 Southwest Freeway, Houston, Texas 77057 | 5712 and 5722 Southwest Freeway, Houston, Texas 77057 | Tricolor Auto Group, LLC |
| 62. | Robert Petrie | 7217 Charlene Court, Azle, Texas 76020 | 1914 Jacksboro Highway, Fort Worth, Texas 76164 AND 1924 Jacksboro Highway, Fort Worth, Texas 76164 | TriColor Auto Group, LLC |
| <u>38.</u> 6 3 7 | Ron A. Kipper, Frances A Kipper, and Casey Kipper ^{<u>1917</u>} | 899 Island Drive #511, Rancho Mirage, California 92270 | 16635 Foothill Boulevard, Fontana, California 92335 | Tricolor Holdings, LLC ^{<u>2018</u>} |
| 64. | Salehoun Family L.P. | 39650 LBJ Freeway South, Dallas, Texas 75237 | 12000 East Northwest Highway, Dallas, Texas 75218 | Tricolor Auto Group, LLC²¹ |

¹⁹¹⁷ Sublessor

²⁰¹⁸ Sublessee

²¹ Sublessor

| <u>No.</u> | <u>Counterparty</u> | <u>Counterparty Address</u> | <u>Lease Location</u> | <u>Debtor Party</u> |
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| 65. | Salehoun Family L.P. | 39650 LBJ Freeway South, Dallas, Texas 75237 | 39550 LBJ Freeway, Dallas, Texas 75232 | Tricolor Auto Group, LLC |
| <u>39.</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 |
| 67. | SMH Property, LLC | 20515 Interstate 45 North, Spring, Texas 77388 | 8655 Highway 6 South, Houston, Texas 77083 | Tricolor Auto Group, LLC |
| <u>40.</u> 6 8 : | Smith Family Trust | 7599 Indiana Avenue, Riverside, California 92504 | 7701 Indiana Avenue, Riverside, California 92504 | Tricolor Holdings, LLC |
| <u>41.</u> 6 9 : | Taysir A. Zahra | 703 Winston Lane, Sugar Land, Texas 77479 | 5219 North Freeway, Houston, Texas 77022 | Tricolor Auto Group, LLC |
| <u>42.</u> 7 0 : | Terry Upton | P.O. Box 899, Antioch, Illinois 60002 | 2175 East New York Street, Aurora, Illinois 60502 | Tricolor Auto Group, LLC |
| 71. | Thomas Living Trust dated September 29, 1983 and the Edwin A. Thomas, Jr. QTIP Trust | P.O. Box 1764, Tustin, California 92781 | 525 South Harbor Boulevard, Santa Ana, California 92704 | Tricolor Auto Group |
| <u>43.</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>44.</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> |
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| 7 3 : | | California 94920 | Stockton, California 95212 | Group, LLC |
| <u>45.</u> 7 4 : | 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>46.</u> 7 5 : | William Merkel | [No notice information available] | 2804 Fulton Avenue, Sacramento, California 95821 | Ganas Auto, LLC |
| <u>47.</u> 7 6 : | Woodale, LLC | 2825 Oak Lawn Ave, Dallas, Texas 7519 | 855 South Valley Derive, Las Cruces, New Mexico 88005 | Tricolor Holdings, LLC |
| <u>48.</u> 7 7 : | 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 |