

Fill in this information to identify the case:

Debtor 1 Tricolor Holdings, LLCDebtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Northern District of Texas

Case number 25-33515

Official Form 410

Proof of Claim

04/25

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

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

Invariant LLC

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

☒ No☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Stephen Black, CFO

Name

740 15th Street, 5th floor

Number Street

WashingtonDC20005

City

State

ZIP Code

Contact phone _____

Contact email _____

Where should payments to the creditor be sent? (if different)

Name

Number

Street

City

State

ZIP Code

Contact phone _____

Contact email _____

Uniform claim identifier (if you use one): _____

4. Does this claim amend one already filed?

☒ No☐ Yes. Claim number on court claims registry (if known) _____

Filed on _____

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No☐ Yes. Who made the earlier filing? _____**RECEIVED**

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2533487251128000000000001

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No ☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 0 2 4 4

7. How much is the claim? \$ 91,243.71. Does this amount include interest or other charges? ☐ No ☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.
services performed by federal lobbyist

9. Is all or part of the claim secured? ☒ No ☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

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

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

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

☒ No

☐ Yes. Check one:

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

Amount entitled to priority

\$ _____

☐ Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

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

\$ _____

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

\$ _____

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

\$ _____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/22/2025
MM / DD / YYYY

Signature

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

Name Stephen J. Black
First name Middle name Last name

Title CFO

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

Address 740 15th Street, 5th floor
Number Street
Washington DC 20005
City State ZIP Code

Contact phone 646-670-0033 Email black@invariantgr.com

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Invariant LLC

740 15th St NW Fl 5
Washington, DC 20005 US
+12027421932
billing@invariantgr.com
www.invariantgr.com

Invariant

INVOICE

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

INVOICE 15630
DATE 01/28/2025
TERMS Net 30

DATE	DESCRIPTION	AMOUNT
	January 2025 Retainer (prorated 1.22.25-1.31.25)	11,290.32
	Administrative Fee (prorated 1.22.25-1.31.25)	338.71

BALANCE DUE

\$11,629.03

Wire / ACH Instructions
Bank Name: JP Morgan Chase
Acct No: 933255561
Name: Invariant, LLC

ACH ABA No: 072000326
Wire ABA No: 021000021
SWIFT code CHASUS33
Page 1 of 1

Invariant LLC

740 15th St NW Fl 5
Washington, DC 20005 US
+12027421932
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www.invariantgr.com

Invariant

INVOICE

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

INVOICE 15631
DATE 02/01/2025
TERMS Net 30

DATE	DESCRIPTION	AMOUNT
	February 2025 Retainer	35,000.00
	Administrative Fee	1,050.00
BALANCE DUE		\$36,050.00

Wire / ACH Instructions
Bank Name: JP Morgan Chase
Acct No: 933255561
Name: Invariant, LLC

ACH ABA No: 072000326
Wire ABA No: 021000021
SWIFT code CHASUS33
Page 1 of 1

Invariant LLC

740 15th St NW Fl 5
Washington, DC 20005 US
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www.invariantgr.com

Invariant

INVOICE

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

INVOICE 15764
DATE 03/01/2025
TERMS Net 30

DATE	DESCRIPTION	AMOUNT
	March 2025 Retainer	35,000.00
	Administrative Fee	1,050.00

BALANCE DUE **\$36,050.00**

Wire / ACH Instructions
Bank Name: JP Morgan Chase
Acct No: 933255561
Name: Invariant, LLC

ACH ABA No: 072000326
Wire ABA No: 021000021
SWIFT code CHASUS33
Page 1 of 1



740 15th Street NW • 5th Floor • Washington, DC 20005

January 22, 2025

Daniel Chu
Founder & CEO
Tricolor Holdings
6021 Connection Drive, 4th Floor
Irving, TX 75039

Dear Daniel,

We look forward to representing Tricolor Holdings (the "Client"), and we are pleased that you have selected Invariant LLC ("Invariant"). Please review the terms of this Agreement carefully. If this arrangement is agreeable to you, please sign below and return a copy to us. If you have any questions, please do not hesitate to call.

Summary and Terms of Representation

1. **Services.** As permitted by applicable United States laws and regulations, Invariant shall provide the Client with government affairs representation before the federal government of the United States and any other services as the parties mutually agree.
2. **Fees.** For all services rendered by Invariant, the Client will pay Invariant a monthly retainer of thirty-five thousand dollars (\$35,000).
3. **Term.** This Agreement shall be effective as of January 22, 2025, for a period of six (6) months (the "Initial Term") and continue on a month-to-month basis thereafter. Following the Initial Term, either party may terminate this Agreement upon 30 days written notice to the other party. Any termination shall not relieve the Client of the obligation to pay for all services rendered and disbursements and other charges made or incurred on the Client's behalf prior to the date of termination.
4. **Administrative Fees and Expenses.** Invariant shall assess the Client a 3% monthly administrative fee to cover general expenses such as local travel, usage of Invariant's knowledge and technology resources, and usage of Invariant's subscriptions to news and business information resources. Other out-of-pocket expenses such as marketing and advertising expenses, expenses related to hosted events (including venue fees and catering), meal and entertainment expenses directly related to the services rendered, courier, shipping, and the like are billed to the Client, at cost, as incurred. The Client shall reimburse Invariant for all reasonable travel expenses incurred in connection with the performance of services under this agreement and/or requested by the Client. Such

expenses may include, but are not limited to, airfare, ground transportation (such as car rentals or taxis), meals, and lodging expenses. Invariant shall be reimbursed for economy class travel, except that Invariant may travel business class on flights over five hours.

5. **Payment Terms.** Invariant shall invoice the Client on a monthly basis for the services provided and costs and expenses Invariant incurred. Invoices will be presented on the first of each month for that month's services and are to be paid within 30 days of receipt. Invoices submitted shall set forth a description of the costs and expenses incurred in the prior month for which Invariant requests reimbursement. Payments made more than 30 days after the date of invoice will bear a late fee/interest charge of 1.5% per month (but not to exceed the maximum amount permitted under applicable law) (the "Overdue Rate"), from the 30th day after the date of the invoice. In the event of a dispute over the amount invoiced by Invariant, the Client shall promptly notify Invariant of any such dispute and will pay any amounts not in dispute. Upon the resolution of a disputed invoice, the Client shall pay the remaining portions, if any, of such invoice, together with interest at the Overdue Rate.
6. **Scope of Work Adjustments.** If the Client requests that Invariant provide services outside the Services described in the Agreement, and Invariant, in its sole discretion, agrees to provide such services, the parties shall agree to an equitable adjustment to the terms of this Agreement as reasonably necessary.
7. **Indemnification.** Invariant cannot be responsible for verifying facts or information supplied to it by the Client. The Client agrees to indemnify, defend and hold harmless Invariant and agents acting on its behalf against any and all claims, losses, damages, liabilities or expenses, including attorney's fees, (including participation as a third-party witness in litigation against the Client or its authorized representatives) in connection with or arising out of this Agreement and/or the performance of any services by Invariant under or in connection with this Agreement for activities undertaken on behalf of the Client. This paragraph shall survive the termination or expiration of this Agreement.
8. **Independent Contractor.** The Client and Invariant agree that for purposes of this Agreement, Invariant is an independent contractor, and nothing set forth herein shall be construed as creating any employment, partnership, joint venture, or similar relationship between the parties.
9. **Modifications and Amendments.** This Agreement shall not be modified or amended except by a written document executed by the parties to this Agreement. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions hereof.
10. **Limitation on Damages.** Neither Invariant, nor any officer, director, principal, employee, agent, or consultant of Invariant shall be liable to the Client for any loss incurred by the

Client in connection with the matter to which this Agreement relates, except a loss resulting from the willful misconduct or gross negligence on the part of Invariant. Under no circumstances shall Invariant be liable to the Client for any special, incidental, indirect, punitive, or consequential loss or damage of any nature, arising at any time or from any cause whatsoever.

11. **Nonsolicitation.** During the term of this Agreement and for one year after termination or expiration of this Agreement, the Client shall not hire or solicit to hire any person currently or previously employed or engaged by Invariant to perform services materially similar to or competitive with the services provided by Invariant without the prior written consent of Invariant.
12. **Confidential Information.** Invariant agrees that it will not, during the period of its engagement hereunder or at any time after the date of termination or expiration of this Agreement, except with the express prior written consent of the Client disclose, communicate, or divulge to any person other than the Client, its affiliates, and their employees, officers, and agents any proprietary or confidential information pertaining to the Client's business or the Client (the "Confidential Information"). The restriction contained in the preceding sentence shall not apply to any information that: (i) is a matter of public knowledge on the date of this Agreement; (ii) becomes a matter of public knowledge after the date of this Agreement from another source which is under no obligation of confidentiality to the Client; or, (iii) is required by law to be disclosed.
13. **Compliance with Disclosure Regulations.** To the extent that Invariant's representation of the Client requires that Invariant register and report lobbying activities under applicable law, the Client authorizes Invariant to prepare and file these registrations and reports with the appropriate government authorities and to pay for Invariant's preparation of the necessary documents and any related expenses, including filing fees.
14. **Marketing Materials.** Under the Lobbying Disclosure Act, Invariant's representation of the Client will be publicly available. Invariant retains the right to list the Client on their website and in marketing materials as a representative client.
15. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable and if that provision cannot be modified to make it enforceable, that provision is ineffective to the extent of its illegality, invalidity, or unenforceability only and the remaining provisions remain in full force and effect if the purposes of this Agreement can still be achieved.
16. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the District of Columbia without regard to any conflict of laws principles that would require the application of the laws of any other jurisdiction.

17. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

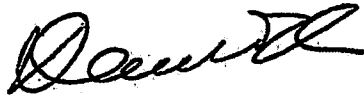
On behalf of Invariant, I thank you for the privilege of representing Tricolor Holdings and look forward to serving its interests.

Sincerely,

A handwritten signature in black ink, appearing to read "Heather Podesta", with a long horizontal flourish extending to the right.

Heather Podesta

AGREED TO:

A handwritten signature in black ink, appearing to read "David", written over a horizontal line.

On Behalf of Tricolor Holdings

1-27-2025

Date