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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

Debtors.

)
) Chapter 7
)
) Case No. 25-33487 (MVL)
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**CHAPTER 7 TRUSTEE'S AMENDED EMERGENCY MOTION TO (I) SELL ESTATE
ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND
INTERESTS, (II) ESTABLISH SALE PROCEDURES, AND (III) GRANTING
RELATED RELIEF**

Anne Elizabeth Burns, solely in her capacity as the duly appointed Chapter 7 bankruptcy trustee (the “Trustee”) for estates of Tricolor Holdings, LLC and its various debtor affiliates (collectively, the “Debtors”), hereby files this amended motion (the “Motion”) for entry of an order (the “Proposed Order”), attached hereto as **Exhibit A**, granting the relief described below. In further support of the Motion, the Trustee respectfully represents as follows:

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.



PRELIMINARY STATEMENT

1. Upon the appointment as trustee over the Debtors' estates, the Trustee was faced with a dire situation with little to no information regarding the Debtors' finances, operations, or assets, including the location and condition of approximately 10,000 vehicles owned by or that were in the possession of certain Debtors and certain non-debtor affiliates. During the initial stages of these Chapter 7 Cases (as defined below), the Trustee and her advisors focused on gaining a basic understanding of what was left of the Debtors' businesses, including by obtaining access to the various dealership locations and business records.

2. In the early days of these Chapter 7 Cases, the Trustee and her advisors evaluated the possibility of selling vehicles in place packaged with the underlying leasehold interests where such vehicles were located. The Trustee engaged in informal discussions with prospective purchasers and evaluated the alternatives with the help of her advisors before determining that a more traditional auction process would result in a greater value-maximizing realization for the Debtors' estates.

3. More recently, the Trustee, with the assistance of Vervent, Inc. ("Vervent"), has been focused on, among other things, ensuring that the primary assets in the Debtors' estates—the vehicles—are accounted for and otherwise secured. Vervent has been actively working with Automotive Rentals, Inc. T/A Holman ("Holman") to transport the vehicles from the Debtors' various Vehicle locations to be stored at auction house lots pending the sale of such vehicles. Holman, in turn, has coordinated with the various towing services and auction lots in an effort to facilitate prompt sales following court approval. Accordingly, the Trustee has reached a point in these Chapter 7 Cases where she is prepared to initiate a value-maximizing auction and sale process for the vehicles as soon as possible.

4. As set forth in more detail below, the Trustee has worked cooperatively with the key stakeholders in these Chapter 7 Cases, and the parties have formulated a largely consensual process to liquidate the vehicles and allocate the gross proceeds thereof (the “Sale Proceeds”). Additionally, over the past several weeks, the Trustee and the key stakeholders received bids from several proposed auctioneers to ensure that the quoted sale structure on a joint bid from Vervent and Holman was competitive in the market. These bids were shared amongst all key stakeholders and resulted in numerous meetings amongst the stakeholders discussing issues related to cost structure and timelines. These discussions and negotiations resulted in the near unanimous support for the decision to structure a sale process through the joint Vervent-Holman bid and indeed materially improved the economics of such deal.

5. In addition, and as set forth in detail below, while the Trustee believes that many of the vehicles are owned by the Debtors’ estates (the “Estate Vehicles”), a significant portion of the vehicles may constitute property of non-Debtors (the “Non-Estate Vehicles” and together with the Estate Vehicles, the “Vehicles”) and therefore do not constitute property of the Debtors’ estates. While the Trustee and the key stakeholders continue to evaluate such possibility, the sale process procedures set forth herein address the sale and treatment of Vehicles, distinguishing between Estate Vehicles and non-Estate Vehicles where applicable.

6. Given that the Vehicles are depreciating assets that lose value as time passes, and in light of the fact that these Chapter 7 Cases have been pending for more than two months as of the date of this Motion, the Trustee submits that the emergency relief sought herein is necessary to avoid immediate and irreparable harm to the Debtors’ estates. Moreover, the Trustee believes that approval of the proposed sale procedures and sale timeline set forth herein is critical to maximize the value for all stakeholders, is in the best interests of the Debtors’ estates, and is

reasonable under the circumstances of these Chapter 7 Cases. Certain of the Secured Parties notified the Trustee that in the absence of an expedited sales process, they would seek to lift the automatic stay to take possession of Non-Estate Vehicles so as to minimize further depreciation

7. In late November, the Trustee filed the *Chapter 7 Trustee's Emergency Motion to (I) Sell Estate Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (II) Establish Sale Procedures, and (III) Granting Related Relief* [Docket No. 456] (the "Original Motion"). The Original Motion contemplated that Vervent and Holman would facilitate the auctions of the Vehicles through a comprehensive sale process utilizing approximately 15 different auction houses. Following the filing of the Original Motion, the Trustee and the Secured Parties engaged in meaningful and productive conversations with the U.S. Trustee (defined below) and other stakeholders. Through those discussions, the parties unanimously agreed that the best path forward involved formally seeking the employment of Holman under section 327 of the Bankruptcy Code and ensuring that a bond existed in a sufficient amount so as to protect the Sale Proceeds in transit from the respective buyer to the Trustee.

8. Holman immediately began discussions with a bonding broker in an effort to obtain a bond that would all Sale Proceeds from the moment such funds were transferred from the buyer to the auction house, from the auction house to Holman, and ultimately from Holman to the Trustee. The underwriting and approval of such bond became finalized as of the date of the filing of this Motion; subject to Court approval and as set forth in the application to employ Holman, Holman will execute the bond prior to initialization of the Sale Procedures (defined below). In sum, the Trustee believes that the revised Sale Procedures represent the most value-maximizing, transparent, and expedient process for liquidating the Vehicles.

RELIEF REQUESTED

9. By this Motion, the Trustee seeks entry of the Proposed Order (a) authorizing the Trustee through Vervent and Holman to conduct an auction in order to sell the Vehicles; (b) approving the proposed sale process procedures set forth herein, including specifically the proposed fees to be paid to Vervent and Holman; (c) approving the sales of the Vehicles free and clear of any liens, claims, interests, and encumbrances, with all valid and properly perfected prepetition liens, claims, interests, and encumbrances attaching to the Sale Proceeds to the same extent, validity, and priority as the liens, claims, interests, and encumbrances that encumbered the Vehicles prior to the Petition Date (as defined below); (d) establishing a bar date by which parties must assert any purported interests in the Sale Proceeds; and (e) granting related relief.

JURISDICTION AND VENUE

10. The Court has jurisdiction to consider the Motion 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, entered by the United States District Court for the Northern District of Texas. This matter is a core proceeding under 28 U.S.C. § 157(b). Venue of this case and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

11. The legal predicates for the relief requested herein are sections 105(a), 362, and 363 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2002, 6004, and 6005 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2002-1 and 9013-1 of the *Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas* (the “Local Rules”).

BACKGROUND

I. The Chapter 7 Cases

12. On September 10, 2025 (the “Petition Date”), the Debtors each commenced a case by filing a petition for relief under chapter 7 of the Bankruptcy Code (collectively, the “Chapter 7 Cases”). The Chapter 7 Cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b), and Local Rule 1015-1.

13. On the Petition Date, the Office of the United States Trustee for Region 6 (the “U.S. Trustee”) appointed Anne Elizabeth Burns as the duly qualified Trustee over the Chapter 7 Cases.

14. The Trustee is in possession of the Debtors’ estates and is operating the Debtors’ businesses on a limited basis pursuant to the terms of the *Order Granting Trustee’s Motion for Limited Authorization to Operate the Debtors’ Business Pursuant to 11 U.S.C. § 721* [Docket No. 158].

15. On September 19, 2025, the Court entered the *Order Granting Chapter 7 Trustee’s Motion for Entry of Order Approving Stipulation Between Trustee and Vervent, Inc.* [Docket No. 53], (the “Vervent Order”),² pursuant to which Vervent continued to act as servicer for non-Debtor parties. Thereafter, consistent with its rights and obligations as servicer, and with the consent of certain of the Secured Parties, Vervent has been securing the Vehicle Assets (as defined in the Vervent Order), including through securing and transporting to storage at third party locations all the Vehicles. As noted above, Vervent expects it will have secured and removed all such Vehicles from the Debtors’ various leased Vehicle locations and reconditioning facilities by approximately the end of November.

² The relief granted under the Vervent Order was extended by consensual orders through and including December 19, 2025. *See* Docket Nos. 196, 287, 435, and 520.

THE PROPOSED SALE PROCESS

I. The Proposed Sale Procedures

16. The procedures set forth below (the “Sale Procedures”) are designed to facilitate an orderly liquidation of the Vehicles. If approved, the Sale Procedures will allow the Trustee to expeditiously reduce to money the property of the Debtors’ estates, consistent with her fiduciary duties and in the best interests of the parties in interest. Critically, the Sale Procedures set forth a framework to govern the allocation of Sale Proceeds, including the payment or reimbursement (as applicable) of certain fees, costs, and other expenses incurred by Vervent, Holman, the Trustee or any other Asserted Lien or Interest Party (as defined below) in connection with the Vehicles. Moreover, the Sale Procedures are intended to streamline dispute resolution with respect to all or any portion of the Sale Proceeds, including by providing an organized process pursuant to which the Trustee and each of the other Asserted Lien or Interest Parties, as applicable, are encouraged to work cooperatively and in good faith. In addition, the Sale Procedures are designed to keep all parties in interest, including the Secured Parties (defined below) and/or the Asserted Lien or Interest Parties, fully informed with respect to the advancement of the sale process and the status of Sale Proceeds generated therefrom, and thus respecting the due process and notice requirements of all parties in interest.

17. The key, agreed upon terms of the Sale Procedures are set forth in the chart below.

THE SALE PROCEDURES	
Vehicle Inventory Sales	<p>A. The Trustee will work cooperatively with Vervent and Holman to ensure that the sale of substantially all the Vehicles occurs no later than April 30, 2026 (the “<u>Vehicle Sales Deadline</u>”).</p> <p>B. Beginning on the first Friday after the first week in which the sale of any portion of the Vehicles begins, and continuing on or before each Friday thereafter until all Vehicles have been sold, Vervent, and/or Holman will</p>

THE SALE PROCEDURES	
	<p>provide the Trustee and the Secured Parties³ with a weekly report (the “<u>Vehicle Sales Report</u>”) containing information regarding the Vehicle sales for the prior calendar week.</p> <p>C. The Vehicle Sales Report will include (at a minimum, and in each case only to the extent such data is available to Vervent or Holman for the particular Vehicle) the following information for each Vehicle sold in the prior week (as well as any additional information reasonably requested by the Secured Parties related to the Vehicles):</p> <ol style="list-style-type: none"> 1. Vehicle Identification Number (“<u>VIN</u>”); 2. Auction stock number; 3. vehicle year; 4. vehicle make; 5. vehicle model; 6. vehicle color; 7. purchase price; 8. all fees charged for Title Processing, Transportation, Key Replacement, Reconditioning, and/or Storage; 9. the Auction Fees; 10. any buyer’s premium or other fees paid by the buyer; 11. net sale proceeds; 12. the location from which the Vehicle was picked up prior to transportation to the auction house 13. Vehicle owner’s name, as referenced on vehicle title; and 14. date sold. <p>D. The Vehicle Sales Report shall also include the aggregate Sale Proceeds received as of the date of such Vehicle Sales Report and the aggregate amount of Sale Proceeds (net of Auction Fees) (the “Net Sale Proceeds”). The Trustee will file with the Court the final Vehicle Sales Report pursuant to Bankruptcy Rule 6004.</p>

³ The term “Secured Parties” means (i) Wilmington Trust, N.A. or any successor indenture trustee under any series of asset backed notes issued by a subsidiary of Tricolor Holdings, LLC (each, a “Securitization” and collectively, the “Securitizations”), (ii) the ad hoc group of holders of asset-backed notes issued pursuant to any Securitization by certain subsidiaries of Tricolor Holdings, LLC represented by Davis Polk & Wardwell LLP, (iii) the ad hoc activist recovery group of holders of asset-backed notes issued pursuant to any Securitization by certain subsidiaries of Tricolor Holdings, LLC represented by Quinn Emanuel Urquhart & Sullivan LLP, (iv) JPMorgan Chase Bank, N.A. or any successor agent, (v) Fifth Third Bank, N.A. or any successor agent; (vi) TBK Bank, SSB; (vii) ACV Capital LLC; (viii) Cox Automotive, Inc., and (ix) Origin Bank. For avoidance of doubt, the identification of a party as a “Secured Party” for purposes of this Motion does not affect any parties ability to challenge such a designation at a later date and does not represent an admission on behalf of any party regarding whether the parties identified above hold secured claims in the Chapter 7 Cases.

THE SALE PROCEDURES	
	<p>E. The Trustee will hold all Net Sale Proceeds in an escrow account pending resolution of any disputes with respect to the distribution thereof, consistent with the terms herein. All liens and interests in any sold Vehicle shall attach automatically to the Net Sale Proceeds from such Vehicle, with the same priority, interest and extent as existed prior to sale of an applicable Vehicle, and no other liens, interests, encumbrances or the like shall attach to such Sale Proceeds. For the avoidance of doubt, to the extent it is determined in accordance with the procedures set forth herein, that any Vehicle is a Non-Estate Vehicle, the Net Sale Proceeds associated with such Non-Estate Vehicles shall not constitute property of any Debtor.</p> <p>F. With the exception of the payment of the Trustee's Bond (as defined below), the Trustee shall not be entitled or otherwise permitted to use any of the Net Sale Proceeds held by it for any purpose other than those Net Sale Proceeds determined, either by agreement of the Secured Parties or order of the Court (subject to any appeal), to be proceeds of Estate Vehicles to which no Secured Parties are otherwise entitled. The Trustee shall not be entitled to any rights of set-off or recoupment with respect to any Net Sale Proceeds other than with respect to the Trustee Bond (as defined below) as expressly provided by these Sale Procedures.</p>
Proceeds Bar Date & Asserted Lien or Interest Notice	<p>A. By no later than August 31, 2026 (the "<u>Proceeds Bar Date</u>"), or such later date that the Trustee and all Secured Parties agree, all parties, including the Trustee on behalf of the Debtors' estates and the Secured Parties (the "<u>Asserted Lien or Interest Parties</u>"), must assert any purported ownership interest or security interests in and liens upon the Net Sale Proceeds.</p> <p>B. Each Asserted Lien or Interest Party must file a notice of its ownership interest or lien (the "<u>Asserted Lien or Interest Notice</u>") with the Court on or before the Proceeds Bar Date. Each Asserted Lien or Interest Notice will:</p> <ol style="list-style-type: none"> 1. include evidence of the Asserted Lien or Interest Party's asserted ownership interest or lien and the perfection thereof (e.g., loan documents, security agreements, UCC-1 statements, etc.); 2. identify with particularity (e.g., VIN) the portion of the Vehicles for which the Asserted Lien or Interest Party asserts an ownership interest or lien; and 3. include any other information that may be necessary to determine the validity and/or priority of the Asserted Lien or Interest Party's asserted ownership interest or lien. <p>C. The Trustee (and advisors) and Vervent shall promptly, upon request by the Secured Parties, provide information reasonably requested by any Asserted Lien or Interest Party to assist such party in determining its interest in any Vehicles, and, subject to execution of a protective order, any such information shared by the Trustee or Vervent shall be provided to all Asserted Lien or Interest Parties contemporaneously. The Trustee shall make her advisors and consultants available to the Asserted Lien or Interest Parties at reasonable times and subject to reasonable advance notice to assist such parties in determining their respective interests in the Vehicles.</p>

THE SALE PROCEDURES	
	<p>D. The sharing of any confidential information contemplated by the process outlined herein shall be governed by a protective order acceptable to the Trustee, Vervent, and the applicable Secured Parties sharing such information.</p> <p>E. A party's failure to timely file an Asserted Lien or Interest Notice will forever bar such party from receiving any distribution of the Net Sale Proceeds.</p> <p>F. Each Asserted Lien or Interest Party may object to the Asserted Lien or Interest Notice of any other party, and such objection must include with reasonable particularity the basis for such objection.</p>
Vervent-Holman Costs Per Vehicle	<p>A. In consideration for the services to be rendered by Vervent and Holman, both parties will be entitled to a combined administrative and remarketing fee of \$295 in the aggregate amongst the two parties (the "<u>Administrative Fee</u>"). For avoidance of doubt, the Administrative Fee will be shared amongst Vervent and Holman and, upon allowance in accordance with the Interim Payment Procedures (defined below), shall be paid from the Net Sale Proceeds and shall be allocated on a Vehicle-by-Vehicle basis. \$95 of the Administrative Fee (when such fee is duplicative of servicing fees covered by a servicing agreement between Vervent and a Secured Party) shall be rebated by Vervent to the applicable Secured Party in accordance with the applicable servicing agreement.</p> <p>B. For the avoidance of doubt, except as set forth below, no security or pass through costs of or on behalf of Vervent or any Secured Party (other than TBK Bank, SSB and subject to ACV Capital LLC's ("<u>ACV</u>") reservation of rights to assert such security or pass through costs) shall be asserted Vervent, Holman, or such Secured Party with respect to Estate Vehicles, and no security or pass-through costs of or on behalf of TBK Bank, SSB or ACV shall be asserted with respect to Non-Estate Vehicles. Any security costs incurred by Vervent and/or Holman shall be addressed as part of Vervent's servicing transition costs and shall be allocated among the customer notes serviced by Vervent on the basis of the value of such customer notes serviced and not on the basis of any Vehicles determined to be Estate or Non-Estate Vehicles under these Sale Procedures.</p> <p>C. The Administrative Fee is intended to compensate Vervent and Holman for the following services:</p> <ol style="list-style-type: none"> 1. Administrative Services <ol style="list-style-type: none"> a. Boarding collateral to Vervent system of record which allows for cash management, tracking at scale through entire transport and sales process b. Automation of sales status reports through Holman integration ensuring every asset is accounted for, reconciled, and available for live reporting as needed c. Basic title processing work (see Title Processing Fee terms below for when additional work is required): <ol style="list-style-type: none"> i. Staff will work through Dealertrack and Vervent core system to ensure lien records are reconciled;

THE SALE PROCEDURES	
	<ul style="list-style-type: none"> d. Vervent to manage certain auto pre- and post-auction decision processes such as key approvals, minor repair cost approvals (e.g. salvage vs. repair decisions), monitor non-selling units to determine changes in sales strategies (e.g. next steps following failed auction); e. Sale Proceeds reporting and reconciliation of funds received to bank account(s) and core collateral system (this ensures proper payment for all assets). <p>2. Remarketing Services:</p> <ul style="list-style-type: none"> a. Ensure consumer repossessions are sold in compliance with applicable regulations b. Manage Vehicle Logistics <ul style="list-style-type: none"> i. Source carrier and auction capacity; ii. Coordinate with Vervent to align site closures with Vehicle pickups; iii. Coordinate with repossession agents and impound yards on advance charge payouts and release documentation. c. Title Administration <ul style="list-style-type: none"> i. Audit for marketability; ii. Acquire duplicate titles if necessary; iii. Store in a secure location; iv. Execute titles. d. Vehicle Level Sale Preparation and Representation <ul style="list-style-type: none"> i. Manage auction process across all 35+ auctions; ii. Repair and reconditioning approval; iii. Pricing strategy (floor, high bid approval, etc.). e. Audit expenses and Sale Proceeds f. Integration & Collaboration with Vervent <ul style="list-style-type: none"> i. Seamless remittance of Sale Proceeds; ii. Integrated reporting.
Title Processing Fees	<p>A. Vervent or Holman (as applicable) shall be entitled to payment of certain title processing fees (the “<u>Title Processing Fees</u>”) as follows, which shall be paid from the Net Sale Proceeds in accordance with the Interim Payment Procedures and will be charged on a Vehicle-by-Vehicle basis as applicable for each Vehicle:</p> <ul style="list-style-type: none"> 1. <u>Tier I</u>: No charge/minimal work as title is clean 2. <u>Tier II</u>: \$40 – Convert title into selling party name

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	<ul style="list-style-type: none"> i. Applies on a per occurrence basis when Holman is asked to manage the title conversion process (plus pass-through DMV fees incurred by Holman (without markup) (including from consumer's name to TAA, solely in its capacity as a liquidation agent under this agreement for the benefit of the Asserted Lien or Interest Parties; provided that such titling in the name of TAA with respect to the Non-Estate Vehicles shall be for administrative purposes only and solely in TAA's capacity as agent for the Secured Parties) <p>3. <u>Tier III</u>: \$125 – Significant and complicated title issues resulting in Vervent performing certain remediation services, including, but not limited to:</p> <ul style="list-style-type: none"> i. Working with DMV to track down latest title; ii. Working with DMV to ensure verified titles are matching their lienholder records prior to sale; iii. Outbound calls and troubleshooting any VIN discrepancies with DMVs; iv. Note: This pricing includes local DMV charges and completing applicable state required forms.
Estimated Auction Fees	<p>A. In addition to the Administrative Fees and Title Processing Fees paid under the Vervent-Holman bid, the Trustee and Secured Parties acknowledge that certain pass-through costs from independent, non-affiliated third parties will be incurred through the sale process (the "<u>Auction Fees</u>"), and which shall be paid (or otherwise deducted) by the auction house from the Sale Proceeds prior to remittance of the Net Sale Proceeds to the Trustee from Holman, and will be charged on a Vehicle-by-Vehicle basis, as applicable, with respect to Vehicles sold by such applicable third parties.</p> <p>B. For the avoidance of doubt, there will be no markups or rebates associated exclusively with respect to the Debtors' Vehicles associated with any Auction Fees, including costs associated with transportation, reconditioning, PII, technology fees, or auction sale fees.</p> <p>C. In no event shall the aggregate total of the Administrative Fee, Title Processing Fees, and Auction Fees as to a particular Vehicle exceed the Sale Proceeds obtained from the sale of such Vehicle.</p> <p>D. These Auction Fees will be tracked on a VIN-by-VIN basis and apply as follows:</p> <ul style="list-style-type: none"> 1. Standard Fees (applies to all Vehicles sold) <ul style="list-style-type: none"> a. Auction Sale Fee (\$150) – Flat rate fee for general auction services b. Cleaning (\$35) or Detail (\$90) – Flat rate fee, one of these two fees will apply to each Vehicle, based on the condition of such Vehicle;

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	<p>c. PII Removal (\$30) – Flat rate fee to ensure appropriate removal of all digital and physical personally identifiable information from Vehicles;</p> <p>d. Technology Fee (\$50) – Flat rate fee, auction integration into various technology (AutoIMS, Condition Reporting, Virtual Markets, and Simulcast platforms);</p> <p>e. Transportation Fee (estimated average of \$125 - \$200) – Actual, reasonable, and customary variable cost for transportation from retail/recondition facility to auction house; variable based on asset, condition, and distance of relocation.</p> <p>i. Note: Transportation Fees include dollars associated with impounds and repossession releases (i.e. storage costs or repair work paid for to obtain possession of the Vehicle).</p> <p>2. Per Occurrence (as needed for each Vehicle)</p> <p>a. Key Replacement (\$225 average) – Variable cost for a replacement key, only approved on an as-needed basis;</p> <p>b. Miscellaneous Reconditioning – Variable cost for minor repair/reconditioning (battery replacement, tire replacement, windshield replacement, etc.);</p> <p>c. Storage (\$15/day) – flat rate per day, only applies to Vehicles that are secured at an auction house and removed prior to a sale by Holman.</p> <p>E. Notwithstanding anything to the contrary herein, any auction house shall remit the Net Sale Proceeds of the Vehicle sales to Holman within three (3) business days of the auction sale date, and Holman shall thereafter remit such Net Sale Proceeds to the Trustee within three (3) business days of receipt from the auction house in each case, without any set-off, recoupment, or other reduction for any pre-petition amounts owing from the Debtors to the auction houses or their affiliates.</p> <p>F. Vervent and/or Holman shall provide a detailed accounting of all buyer premiums and fees charged and all other fees charged for Transportation, Key Replacement, Reconditioning, and/or Storage (collectively, the “<u>Reviewable Auction Fees</u>”) to the Trustee and the Asserted Lien or Interest Parties, and the Trustee and the Asserted Lien or Interest Parties shall have the right to review and object to the reasonableness or necessity of the Reviewable Auction Fees incurred as part of the Court’s review and approval of payment of Vervent’s and Holman’s fees in the Holman Final Fee Application.</p>
Trustee Commission	<p>A. The Trustee may seek her statutory commission set forth under section 326(a) of the Bankruptcy Code (the “<u>Trustee Commission</u>”). For avoidance of doubt, all parties reserve the right to challenge the Trustee’s assertion of entitlement to statutory fees under 326(a) on behalf of the sale of Vehicles. For avoidance of doubt, nothing herein, including the Secured Parties’ consent to the Trustee’s participation and oversight of the sale process, and that proceeds</p>

THE SALE PROCEDURES	
	<p>flow through the Trustee's accounts, shall be deemed a waiver as to or otherwise prejudice any parties', including the Secured Parties' rights or arguments with respect to whether the Trustee has earned her statutory commission under section 326(a) of the Bankruptcy Code.</p> <p>B. The Trustee will provide the Secured Parties and Vervent with written evidence (e.g., invoices and calculations) of the Trustee Commission and an opportunity to object to same before any portion of the Trustee Commission are paid from the Net Sale Proceeds of Vehicles. Any disputes regarding the Trustee Commission shall be determined by the Bankruptcy Court.</p>
Specified Costs	<p>A. Any out-of-pocket costs incurred by the Trustee in connection with the Trustee's bond, in an aggregate amount not to exceed \$175,000 (the "<u>Trustee's Bond</u>") (plus any amounts necessary to renew such bond) may be paid from the Net Sale Proceeds and such cost shall be allocated to each Vehicle on a pro-rata basis.</p> <p>B. Further, to the extent that any ad valorem taxes due to an applicable taxing agency have been determined, by agreement of the Trustee and the other Asserted Lien or Interest Parties or by order of this Court, to have priority over the lien or security interest of any other Asserted Lien or Interest Parties with respect to the Net Sale Proceeds of a particular Vehicle (as it relates to any particular Vehicle, the "<u>Finally Determined Ad Valorem Taxes</u>"), such Finally Determined Ad Valorem Taxes may be remitted by the Trustee or Vervent, as applicable in respect of Estate or Non-Estate Vehicles, respectively, to the applicable taxing authority prior to distribution of the remaining Net Sale Proceeds to the applicable Asserted Lien or Interest Party as set forth herein.</p>
Allocation of Sale Proceeds	<p>A. The Trustee and each of the other Asserted Lien or Interest Parties, as applicable, will work cooperatively and in good faith to:</p> <ol style="list-style-type: none"> 1. determine whether and which Net Sale Proceeds are subject to ownership, lien and/or priority disputes; 2. identify the quantum of such disputes; 3. identify the Asserted Lien or Interest Parties involved in such disputes; and 4. resolve or otherwise reach agreement with respect to such disputes. <p>B. To the extent (1) the Trustee and all other Asserted Lien or Interest Parties agree in writing that there is no lien, ownership, and/or priority dispute with respect to a portion of the Net Sale Proceeds, or (2) the Asserted Lien or Interest Parties asserting an interest in the same portion of the Net Sale Proceeds and any party objecting to any such Asserted Lien or Interest with respect to such property resolve any lien, ownership, and/or priority dispute as between themselves (which resolution shall be memorialized in writing), in each case the Trustee will promptly, but in no event later than 7 business days after the date of such agreement or resolutions, distribute the applicable undisputed Net Sale Proceeds, after deduction of the Trustee's Bond (applied ratably to all Vehicles) and any Finally Determined Ad Valorem Taxes (applied only to the applicable Vehicle) as follows: (A) to the extent that any</p>

THE SALE PROCEDURES	
	<p>Net Sale Proceeds held by the Trustee are determined, by agreement of the Secured Parties or order of the Court (subject to any appeal), to be the proceeds of a Vehicle determined not to constitute property of Debtors' estates, such Net Sale Proceeds (less the Specified Costs) shall be promptly (and in any event within 7 days) turned over to Vervent to be held for the benefit of, and distributed to, the Secured Parties in accordance with the procedures contemplated below and applicable law, and (B) to the extent that any Net Sale Proceeds held by the Trustee are determined, by agreement of the Secured Parties or order of the Court (subject to any appeal), to be proceeds of Estate Vehicles, to the Asserted Lien or Interest Party with the undisputed interest in such allocable Net Sale Proceeds (or as otherwise directed by the Court).</p> <p>C. If any Asserted Lien or Interest Parties asserting an interest in the same portion of the Net Sale Proceeds are unable to resolve any lien, ownership, and/or priority disputes as between themselves, such Parties will submit the dispute to the Court for adjudication; provided, however, that such Parties may submit such dispute to the Court for adjudication at an earlier date.</p> <p>D. After a dispute is resolved by the Court, the Net Sale Proceeds subject of such dispute shall be distributed in accordance with the terms of the Court's order no later than 3 calendar days after such order of the Court becomes final and non-appealable with respect to such dispute.</p> <p>E. The Trustee and the other Asserted Lien and Interest Parties agree:</p> <ol style="list-style-type: none"> 1. that any lien, ownership, and/or priority disputes relating to the Vehicles or Net Sale Proceeds, or any other disputes in connection with the allocation of the Net Sale Proceeds as between Estate Vehicles and Non-Estate Vehicles, will be subject to and governed by motion practice in accordance with Bankruptcy Rule 9014 and related procedures and no party shall have or assert a defense on the grounds that a party failed to file an adversary proceeding to determine the estate's ownership interest in property; provided, however that to the extent that Net Sale Proceeds are determined to be the proceeds of Non-Estate Vehicles, any disputes with respect to such Net Sale Proceeds shall be determined pursuant to applicable law; and 2. to submit to the jurisdiction of the Court and consent to the entry of an order by the Court in connection with the sale process as to the determination of whether Net Sale Proceeds constitute proceeds of Estate Vehicles or Non-Estate Vehicles.
Interim Payment Procedures	<p>In accordance with Sections 330 and 331 of the Bankruptcy Code, the Administrative Fees, Title Processing Fees, and the Reviewable Auction Fees, as well as any bonding costs incurred by Holman, shall be subject to allowance and payment from the Net Sale Proceeds in accordance with the following compensation procedures (the "<u>Interim Payment Procedures</u>"): </p> <p>A. On or before the 10th day of each month starting on January 10, 2026, until all Vehicles are sold, Holman shall file with the Court a statement reflecting the (1) Title Processing Fees and (2) Administrative Fees for</p>

THE SALE PROCEDURES	
	<p>the Vehicles sold in the applicable period (the “<u>Holman Interim Compensation Request</u>”). The Holman Interim Compensation Request shall itemize the Title Processing Fees and Administrative Fees on a VIN by VIN basis for the relevant fee period.</p> <p>B. The Trustee and the Secured Parties shall have seven (7) days from filing of a Holman Interim Compensation Request to object to interim payment of the amount therein (the “<u>Objection Deadline</u>”). Any objection must state with specificity the basis of the objection and the amount of that Holman Interim Compensation Request at issue.</p> <p>C. Within seven (7) days of each Objection Deadline, the Trustee shall remit payment to Holman from the Net Sale Proceeds either (1) the full amount of the Holman Interim Compensation Request if no timely objection was filed or, (2) if a timely objection was filed by the Objection Deadline, the undisputed amount of such Holman Interim Compensation Request. Holman shall thereafter promptly remit to Vervent its portion of any allowed compensation in the applicable Holman Interim Compensation Request.</p> <p>D. Failure to include any Title Processing Fee or Administrative Fee in any Holman Interim Compensation Request shall not waive the right to seek payment of such fee in a future Holman Interim Compensation Request or the Holman Final Fee Application (defined below).</p> <p>E. Not later than thirty (30) days after the last Vehicle is sold, Holman shall file a final fee application for all requested Title Processing Fees, Administrative Fees, and Reviewable Auction Fees related to the Vehicles plus all costs incurred by Holman to obtain bonding under these Sale Procedures (the “<u>Holman Final Fee Application</u>”).</p> <p>F. Parties shall have twenty-one (21) days from the filing of Holman Final Fee Application to object to the amount requested being allowed and paid on a final basis (the “<u>Final Objection Deadline</u>”), which objection must state with specificity the basis of the objection and the amount of the Holman Final Fee Application at issue.</p> <p>G. Within seven (7) days of the Final Objection Deadline, the Trustee shall remit payment to Holman either (1) the full amount of the Holman Final Fee Application not previously funded if no timely objection is submitted, or (2) if a timely objection was submitted before the Final Objection Deadline or an interim objection remains unresolved, the undisputed amount of such the Holman Final Fee Application. All amounts in the Holman Final Fee Application that are not subject to a timely interim or final objection shall be allowed on a final basis as of the Final Objection Deadline.</p> <p>H. To the extent of any timely filed objection, Vervent, Holman, and the objecting party shall work in good faith to resolve such objection. If no resolution can be reached, the Bankruptcy Court shall have exclusive jurisdiction to resolve the objection.</p>

BASIS FOR RELIEF

I. The Sale Procedures Reflect a Reasonable Exercise of the Sound Business Judgment and Are in the Best Interests of the Debtors' Estates.

14. Bankruptcy Code section 363 and Bankruptcy Rule 6004(f)(1) authorize a trustee to sell property outside the ordinary course of business by private sale or by auction. Bankruptcy Code section 363(b) provides that “[t]he trustee, after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate” 11 U.S.C. § 363(b)(1). Bankruptcy Code section 105(a) empowers bankruptcy courts to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

15. Although Bankruptcy Code section 363(b) does not specify a standard for determining when it is appropriate for a court to authorize the use, sale or lease of property of the estate, courts have required that such use, sale or lease be based upon the sound business judgment. Courts have made clear that a trustee’s business judgment is entitled to substantial deference with respect to the procedures to be used in selling an estate’s assets. *See, e.g., In re Continental Air Lines, Inc.*, 780 F.2d 1223, 1226 (5th Cir. 1986) (“[F]or a debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside of the ordinary course of business.”); *In re Culp*, 550 B.R. 683, 697 (D. Del. 2015) (“In determining whether to authorize the use, sale or lease of property of the estate under [Section 363], courts require the [Trustee] to show that a sound business purpose justifies such actions. If the bankruptcy trustee’s decision evidences a sound business purpose, then the Bankruptcy Court should approve the sale.”) (quoting *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999)); *In re Integrated Res., Inc.*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (applying business judgment rule to bidding procedures

and incentives and noting that “[c]ourts are loath to interfere with corporate decisions absent a showing of bad faith, self-interest, or gross negligence”). Indeed, courts have made clear that the business judgment rule extends to the Trustee. *In re Johns*, 667 B.R. 322, 323 (Bankr. N.D. Tex. 2025) (“Upon appointment, the trustee steps into the shoes of the debtor—thus, the question is whether the trustee exercised sound business judgment by entering the [sale] agreement.”).

16. The Trustee submits that selling the Vehicles pursuant to the proposed Sale Procedures represents a sound exercise of the Trustee’s business judgement and is in the best interests of the Debtors’ estates. Utilizing Vervent and Holman as the liquidation agent and remarketer, respectively, will allow for a timely sale process of the Vehicles without adding additional costs. As described above, a majority of the Vehicles are located or will soon be located at auction lots where they will be ready to be sold. To that end, Holman will utilize the following auction houses to facilitate the Vehicles sales:

- (a) Adesa Auto Auctions;
- (b) Akron Auto Auction;
- (c) Americas Auto Auctions;
- (d) Big Valley Auto Auction;
- (e) Central Arkansas Auto Auction;
- (f) Copart;
- (g) Dealers Auto Auction Group;
- (h) Dealers Auto Auction of the Rockies;
- (i) McConkey Auction Group;
- (j) E-Block (recently acquired by Americas Auto Auction);
- (k) Insurance Auto Auction;

- (l) Manheim Auto Auction;
- (m) Metro Auto Auctions;
- (n) South Bay Auto Auction; and
- (o) ACV Auctions.

17. Because the value of the Vehicles depreciates with time, an immediate sale will maximize the value received and eliminate added costs to the benefit of the Debtors' estates. The costs associated with relocating the Vehicles or continuing to solicit purchasers far outweighs any benefit that may be received by pursuing any other sale process. Every passing day results in depreciation of the value of the Vehicles and an increase in administrative costs. The efficient sale process contemplated under the Sale Procedures, will maximize the value received for the Vehicles and bring the administrative burn to a halt.

18. The Sale Procedures will also allow the Trustee to progress her sale process of the Vehicles to an orderly, efficient, and value maximizing conclusion while still maintaining the flexibility to address any concerns that arise. Thereby minimizing the potential decrease in value received for the Vehicles. In light of the massive quantity of Vehicles that need to be prepared for sale and timely sold, the Trustee believes the Sale Procedures are reasonable.

II. Approval of the Sale Timeline and Sale Procedures on Shortened and Limited Notice is Appropriate.

19. The notice and hearing requirements contained in Bankruptcy Code section 363(b)(1) are satisfied if appropriate notice and an opportunity for a hearing are given in light of the particular circumstances of a proposed transaction. *See* 11 U.S.C. § 102(1)(A) (defining "after notice and a hearing" to mean such notice and opportunity for a hearing "as [are] appropriate in the particular circumstances"). Courts have noted that "[t]he notice requirements of bankruptcy law are 'founded in fundamental notions of procedural due process.'" *Morgan Olson L.L.C. v.*

Frederico (In re Grumman Olson Indus., Inc.), 467 B.R. 694, 706 (S.D.N.Y. 2012) (citations omitted). Due process requires “notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Id.* (internal quotation marks and citations omitted).

20. Bankruptcy Rule 2002(a)(2) requires that a minimum of twenty-one (21) days’ notice of the proposed sale of property outside the ordinary course of business be provided, unless a trustee shows “cause.” *See* Fed. R. Bankr. P. 2002(a)(2). Once the Trustee shows “cause,” however, Bankruptcy Rule 2002(a)(2) authorizes this Court to shorten the generally applicable 21-day notice period and direct a method of giving notice other than by mail. *See* Fed. R. Bankr. P. 2002(a)(2).

21. In addition, the sale or transfer of property outside the ordinary course of business may be authorized without an actual hearing, if no party in interest timely requests such a hearing. *See* 11 U.S.C. § 102(1)(B)(i) (notwithstanding the statutory requirement for “notice and a hearing,” the Bankruptcy Code “authorizes an act without an actual hearing if such notice is given properly and if such a hearing is not requested timely by a party in interest”).

22. The Sale Procedures were drafted to ensure that appropriate parties received adequate notice of the proposed sales of the Vehicles. The Sale Procedures provide that Vervent and Holman will provide the public with a weekly Vehicle Sales Report. This report will provide the Secured Parties with vital information regarding the vehicles being sold, the sale price, and the costs retained by the Holman, Vervent, and any auctioneer. The Sale Procedures also grant the Secured Parties, and anyone else claiming an interest in the Sale Proceeds, until the Sale Proceeds Bar Date to assert their interest in the Sales Proceeds. This grants any potential Asserted Lien or Interest Parties likely more than four (4) months to assert their interests in the Sales Proceeds.

23. Because the Sale Procedures provide parties in interest notice, the ability to assert their interest in the Sales Proceeds, the ability to object to the allocation of the Sale Proceeds, and an opportunity for a hearing, should the circumstances so require, the Sale Procedures comply with the notice requirements of the Bankruptcy Code, as well as due process. In addition, an accelerated sale process prevents further depreciation of the value of the Vehicles and the potential accrual of ad valorem taxes. Based on the foregoing, approval of the Sale Procedures on shortened and limited notice are appropriate under the facts and circumstances of these Chapter 7 Cases.

III. The Proposed Sale Procedures Satisfy the Requirements of Bankruptcy Code Section 363(f) and Allow the Trustee to Sell the Vehicles Free and Clear.

24. Pursuant to Bankruptcy Code section 363(f), a trustee may sell property under section 363(b) free and clear of any liens, claims, encumbrances, and other interests of an entity other than the estate if one of the following conditions is satisfied: (i) applicable nonbankruptcy law permits the sale of such property free and clear of such interest; (ii) such entity consents; (iii) the interest is a lien and the sales price of the property exceeds the value of all liens on the property; (iv) the interest is in bona fide dispute; or (v) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. *See* 11 U.S.C. § 363(f)(1)–(5). Bankruptcy Code Section 363(f) is stated in the disjunctive; therefore, it is only necessary to meet one of the five conditions listed in that section when selling property of the estate. *See In re Borders Grp., Inc.*, 453 B.R. 477, 483–84 (Bankr. S.D.N.Y. 2011) (noting that the debtor can sell its property “free and clear of any interest” if “at least one” of the five conditions under section 363(f) is met); *see also In re MF Glob. Inc.*, 467 B.R. 726, 730 (Bankr. S.D.N.Y. 2012) (“Satisfaction of any of those requirements [of section 363(f)(1)–(5)] suffices to permit the sale of the property free and clear of liens and interests.”); *In re Nature Leisure Times, LLC*, No. 06-41357, 2007 WL 4554276, at *3 (Bankr. E.D. Tex. Dec. 19, 2007).

25. Pursuant to section 363(f)(2), absent any objection to the sale of the Vehicles, a holder of a lien shall be deemed to consent to the sale and such assets may be sold free and clear of such lien. *See In re Borders Grp., Inc.*, 453 B.R. at 484 (“Under section 363(f)(2), a lienholder who receives notice of a sale but does not object within the prescribed time period is deemed to consent to the proposed sale, and assets thereafter may be sold free and clear of liens.”); *see also In re Enron Corp.*, No. 01-16034 (AJG), 2003 WL 21755006, at *2 (Bankr. S.D.N.Y. July 28, 2003) (order deeming all parties who did not object to proposed sale to have consented under section 363(f)(2)). Additionally, pursuant to section 363(f)(4), the interests in the Vehicles are unquestionably subject to bonafide dispute between nearly every lender involved in this case. Specifically, certain Secured Parties dispute whether such Vehicles are even property of the estate. The Trustee submits that this prong is easily satisfied given the facts and circumstances of this case.

26. The requirements of Bankruptcy Code section 363(f) are met under two additional prongs: (1) the holder of a lien on the Vehicles, absent objection, would be deemed to consent to the sale; or (2) if the holder is not deemed to consent, such holder could be compelled in a legal or equitable proceeding to accept monetary satisfaction of its interest. As noted above, the interests of a holder of a lien will attach to the Sale Proceeds of the Vehicles. Pursuant to the Sale Procedures, Secured Parties (and any other party) will have the opportunity to assert their interest in the Sale Proceeds and object to the allocation of the Sale Proceeds. To the extent consent of a lienholder is not obtained or deemed to have been obtained, the Trustee believes that such holder of any lien could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. Therefore the Sale Procedures satisfy the requirements of Bankruptcy

Code Section 363(f), and the Trustee should be allowed to sell the Vehicles free and clear of any liens, claims, encumbrances, and other interests.

NOTICE

27. Notice of this Motion has been provided to: (a) the U.S. Trustee, (b) the Secured Parties, and (c) those parties who have requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no other or further notice need be given.

WAIVER OF ANY APPLICABLE STAY

28. The Trustee seeks a waiver of any stay of the effectiveness of the order granting this Motion. Pursuant to Bankruptcy Rule 6004(h), any “order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” The Trustee submits that the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Trustee for the reasons set forth herein. Accordingly, the Trustee submits that ample cause exists to justify a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent applicable.

RESERVATION OF RIGHTS

29. Nothing in the Motion should be construed as (a) authority to assume or reject any executory contract or unexpired lease of real property, or as a request for the same; (b) an admission as to the validity, priority, or character of any claim or other asserted right or obligation, or a waiver or other limitation on the Trustee’s ability to contest the same on any ground permitted by bankruptcy or applicable non-bankruptcy law; (c) a promise or requirement to pay any claim or other obligation; or (d) granting third-party-beneficiary status, bestowing any additional rights on any third party, or being otherwise enforceable by any third party.

WHEREFORE, the Trustee respectfully requests entry of the Proposed Order, granting the relief requested herein and such other and further relief as may be just and proper.

Dated: Dallas, Texas
December 15, 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 December 15, 2025, a true and correct copy of the foregoing Motion 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. The Trustee's claims and noticing agent will be filing a supplemental certificate of service on the docket to reflect any additional service of the foregoing Motion.

/s/ Charles R. Gibbs
Charles R. Gibbs

LOCAL RULE 9013-1(a) CERTIFICATION

Given the number of parties in interest in the Chapter 7 Cases, the Trustee believes that conferring with the attorneys for affected parties is neither possible nor practicable.

/s/ Charles R. Gibbs
Charles R. Gibbs

**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. 25-25-33487 (MVL)

**ORDER GRANTING CHAPTER 7 TRUSTEE’S AMENDED EMERGENCY MOTION
TO (I) SELL ESTATE ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS,
ENCUMBRANCES, AND INTERESTS, (II) ESTABLISH SALE PROCEDURES,
AND (III) GRANTING RELATED RELIEF**

Upon the *Chapter 7 Trustee’s Amended Emergency Motion to (I) Sell Estate Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (II) Establish Sale Procedures, and (III) Granting Related Relief* (the “Motion”)² filed by the Trustee seeking entry of an order (this

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 shall have the meaning ascribed to them in the Motion.

“Order”) (a) authorizing the Trustee to conduct an auction in order to sell the Vehicles³, (b) approving the proposed sale procedures (the “Sale Procedures”) set forth in the Motion, (c) approving the sales of the Vehicles free and clear of any liens, claims, interests, and encumbrances, with all valid and properly perfected prepetition liens attaching to the Sale Proceeds to the same extent, validity, and priority as the liens that encumbered the Vehicles prior to the Petition Date, (d) establishing a bar date by which parties must assert any purported interests in the Sale Proceeds, and (e) granting related relief, all as more fully set forth in the Motion; the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; 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 reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); 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’ 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:

³ The term “Vehicles” as used in this Order shall mean the approximately 10,000 vehicles that were in the possession of one or more of the Debtors, including with respect to Tricolor Auto Acceptance, LLC, as pre-petition servicer of certain loans, as of the Petition Date, including vehicles that were repossessed prior to the Petition Date, but shall not include any vehicles that are repossessed by or on behalf of Vervent in its capacity as successor servicer after the Petition Date.

1. The Motion is GRANTED as set forth herein.
2. The Sale Procedures (as modified by this Order) are approved. The Trustee, Holman, Vervent, and their respective agents and subcontractors, are each authorized to implement, and take all actions to carry out, the following Sale Procedures:

THE SALE PROCEDURES	
Vehicle Inventory Sales	<p>A. The Trustee will work cooperatively with Vervent and Holman to ensure that the sale of substantially all the Vehicles occurs no later than April 30, 2026 (the “<u>Vehicle Sales Deadline</u>”).</p> <p>B. Beginning on the first Friday after the first week in which the sale of any portion of the Vehicles begins, and continuing on or before each Friday thereafter until all Vehicles have been sold, Vervent, and/or Holman will provide the Trustee and the Secured Parties⁴ with a weekly report (the “<u>Vehicle Sales Report</u>”) containing information regarding the Vehicle sales for the prior calendar week.</p> <p>C. The Vehicle Sales Report will include (at a minimum, and in each case only to the extent such data is available to Vervent or Holman for the particular Vehicle) the following information for each Vehicle sold in the prior week (as well as any additional information reasonably requested by the Secured Parties related to the Vehicles):</p> <ol style="list-style-type: none"> 1. Vehicle Identification Number (“<u>VIN</u>”); 2. Auction stock number; 3. vehicle year; 4. vehicle make; 5. vehicle model; 6. vehicle color; 7. purchase price;

⁴ The term “Secured Parties” means (i) Wilmington Trust, N.A. or any successor indenture trustee under any series of asset backed notes issued by a subsidiary of Tricolor Holdings, LLC (each, a “Securitization” and collectively, the “Securitizations”), (ii) the ad hoc group of holders of asset-backed notes issued pursuant to any Securitization by certain subsidiaries of Tricolor Holdings, LLC represented by Davis Polk & Wardwell LLP, (iii) the ad hoc activist recovery group of holders of asset-backed notes issued pursuant to any Securitization by certain subsidiaries of Tricolor Holdings, LLC represented by Quinn Emanuel Urquhart & Sullivan LLP, (iv) JPMorgan Chase Bank, N.A. or any successor agent, (v) Fifth Third Bank, N.A. or any successor agent; (vi) TBK Bank, SSB; (vii) ACV Capital LLC; (viii) Cox Automotive, Inc., and (ix) Origin Bank. For avoidance of doubt, the identification of a party as a “Secured Party” for purposes of this Motion does not affect any parties ability to challenge such a designation at a later date and does not represent an admission on behalf of any party regarding whether the parties identified above hold secured claims in the Chapter 7 Cases.

THE SALE PROCEDURES	
	<p>8. all fees charged for Title Processing, Transportation, Key Replacement, Reconditioning, and/or Storage;</p> <p>9. the Auction Fees;</p> <p>10. any buyer's premium or other fees paid by the buyer;</p> <p>11. net sale proceeds;</p> <p>12. the location from which the Vehicle was picked up prior to transportation to the auction house</p> <p>13. Vehicle owner's name, as referenced on vehicle title; and</p> <p>14. date sold.</p> <p>D. The Vehicle Sales Report shall also include the aggregate Sale Proceeds received as of the date of such Vehicle Sales Report and the aggregate amount of Sale Proceeds (net of Auction Fees) (the "Net Sale Proceeds"). The Trustee will file with the Court the final Vehicle Sales Report pursuant to Bankruptcy Rule 6004.</p> <p>E. The Trustee will hold all Net Sale Proceeds in an escrow account pending resolution of any disputes with respect to the distribution thereof, consistent with the terms herein. All liens and interests in any sold Vehicle shall attach automatically to the Net Sale Proceeds from such Vehicle, with the same priority, interest and extent as existed prior to sale of an applicable Vehicle, and no other liens, interests, encumbrances or the like shall attach to such Sale Proceeds. For the avoidance of doubt, to the extent it is determined in accordance with the procedures set forth herein, that any Vehicle is a Non-Estate Vehicle, the Net Sale Proceeds associated with such Non-Estate Vehicles shall not constitute property of any Debtor.</p> <p>F. With the exception of the payment of the Trustee's Bond (as defined below), the Trustee shall not be entitled or otherwise permitted to use any of the Net Sale Proceeds held by it for any purpose other than those Net Sale Proceeds determined, either by agreement of the Secured Parties or order of the Court (subject to any appeal), to be proceeds of Estate Vehicles to which no Secured Parties are otherwise entitled. The Trustee shall not be entitled to any rights of set-off or recoupment with respect to any Net Sale Proceeds other than with respect to the Trustee Bond (as defined below) as expressly provided by these Sale Procedures.</p>
Proceeds Bar Date & Asserted Lien or Interest Notice	<p>A. By no later than August 31, 2026 (the "<u>Proceeds Bar Date</u>"), or such later date that the Trustee and all Secured Parties agree, all parties, including the Trustee on behalf of the Debtors' estates and the Secured Parties (the "<u>Asserted Lien or Interest Parties</u>"), must assert any purported ownership interest or security interests in and liens upon the Net Sale Proceeds.</p> <p>B. Each Asserted Lien or Interest Party must file a notice of its ownership interest or lien (the "<u>Asserted Lien or Interest Notice</u>") with the Court on or before the Proceeds Bar Date. Each Asserted Lien or Interest Notice will:</p>

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	<p>4. include evidence of the Asserted Lien or Interest Party's asserted ownership interest or lien and the perfection thereof (e.g., loan documents, security agreements, UCC-1 statements, etc.);</p> <p>5. identify with particularity (e.g., VIN) the portion of the Vehicles for which the Asserted Lien or Interest Party asserts an ownership interest or lien; and</p> <p>6. include any other information that may be necessary to determine the validity and/or priority of the Asserted Lien or Interest Party's asserted ownership interest or lien.</p> <p>C. The Trustee (and advisors) and Vervent shall promptly, upon request by the Secured Parties, provide information reasonably requested by any Asserted Lien or Interest Party to assist such party in determining its interest in any Vehicles, and, subject to execution of a protective order, any such information shared by the Trustee or Vervent shall be provided to all Asserted Lien or Interest Parties contemporaneously. The Trustee shall make her advisors and consultants available to the Asserted Lien or Interest Parties at reasonable times and subject to reasonable advance notice to assist such parties in determining their respective interests in the Vehicles.</p> <p>D. The sharing of any confidential information contemplated by the process outlined herein shall be governed by a protective order acceptable to the Trustee, Vervent, and the applicable Secured Parties sharing such information.</p> <p>E. A party's failure to timely file an Asserted Lien or Interest Notice will forever bar such party from receiving any distribution of the Net Sale Proceeds.</p> <p>F. Each Asserted Lien or Interest Party may object to the Asserted Lien or Interest Notice of any other party, and such objection must include with reasonable particularity the basis for such objection.</p>
Vervent-Holman Costs Per Vehicle	<p>A. In consideration for the services to be rendered by Vervent and Holman, both parties will be entitled to a combined administrative and remarketing fee of \$295 in the aggregate amongst the two parties (the "<u>Administrative Fee</u>"). For avoidance of doubt, the Administrative Fee will be shared amongst Vervent and Holman and, upon allowance in accordance with the Interim Payment Procedures (defined below), shall be paid from the Net Sale Proceeds and shall be allocated on a Vehicle-by-Vehicle basis. \$95 of the Administrative Fee (when such fee is duplicative of servicing fees covered by a servicing agreement between Vervent and a Secured Party) shall be rebated by Vervent to the applicable Secured Party in accordance with the applicable servicing agreement.</p> <p>B. For the avoidance of doubt, except as set forth below, no security or pass through costs of or on behalf of Vervent or any Secured Party (other than TBK Bank, SSB and subject to ACV Capital LLC's ("<u>ACV</u>") reservation of rights to assert such security or pass through costs) shall be asserted Vervent, Holman, or such Secured Party with respect to Estate Vehicles, and no security or pass-through costs of or on behalf of TBK Bank, SSB or ACV shall</p>

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	<p>be asserted with respect to Non-Estate Vehicles. Any security costs incurred by Vervent and/or Holman shall be addressed as part of Vervent's servicing transition costs and shall be allocated among the customer notes serviced by Vervent on the basis of the value of such customer notes serviced and not on the basis of any Vehicles determined to be Estate or Non-Estate Vehicles under these Sale Procedures.</p> <p>C. The Administrative Fee is intended to compensate Vervent and Holman for the following services:</p> <ol style="list-style-type: none"> 1. Administrative Services <ol style="list-style-type: none"> a. Boarding collateral to Vervent system of record which allows for cash management, tracking at scale through entire transport and sales process b. Automation of sales status reports through Holman integration ensuring every asset is accounted for, reconciled, and available for live reporting as needed c. Basic title processing work (see Title Processing Fee terms below for when additional work is required): <ol style="list-style-type: none"> i. Staff will work through Dealertrack and Vervent core system to ensure lien records are reconciled; d. Vervent to manage certain auto pre- and post-auction decision processes such as key approvals, minor repair cost approvals (e.g. salvage vs. repair decisions), monitor non-selling units to determine changes in sales strategies (e.g. next steps following failed auction); e. Sale Proceeds reporting and reconciliation of funds received to bank account(s) and core collateral system (this ensures proper payment for all assets). 2. Remarketing Services: <ol style="list-style-type: none"> a. Ensure consumer repossessions are sold in compliance with applicable regulations b. Manage Vehicle Logistics <ol style="list-style-type: none"> i. Source carrier and auction capacity; ii. Coordinate with Vervent to align site closures with Vehicle pickups; iii. Coordinate with repossession agents and impound yards on advance charge payouts and release documentation. c. Title Administration <ol style="list-style-type: none"> i. Audit for marketability;

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	<ul style="list-style-type: none"> ii. Acquire duplicate titles if necessary; iii. Store in a secure location; iv. Execute titles. d. Vehicle Level Sale Preparation and Representation <ul style="list-style-type: none"> i. Manage auction process across all 35+ auctions; ii. Repair and reconditioning approval; iii. Pricing strategy (floor, high bid approval, etc.). e. Audit expenses and Sale Proceeds f. Integration & Collaboration with Vervent <ul style="list-style-type: none"> i. Seamless remittance of Sale Proceeds; ii. Integrated reporting.
Title Processing Fees	<p>A. Vervent or Holman (as applicable) shall be entitled to payment of certain title processing fees (the “<u>Title Processing Fees</u>”) as follows, which shall be paid from the Net Sale Proceeds in accordance with the Interim Payment Procedures and will be charged on a Vehicle-by-Vehicle basis as applicable for each Vehicle:</p> <ul style="list-style-type: none"> 1. <u>Tier I</u>: No charge/minimal work as title is clean 2. <u>Tier II</u>: \$40 – Convert title into selling party name <ul style="list-style-type: none"> i. Applies on a per occurrence basis when Holman is asked to manage the title conversion process (plus pass-through DMV fees incurred by Holman (without markup) (including from consumer’s name to TAA, solely in its capacity as a liquidation agent under this agreement for the benefit of the Asserted Lien or Interest Parties; provided that such titling in the name of TAA with respect to the Non-Estate Vehicles shall be for administrative purposes only and solely in TAA’s capacity as agent for the Secured Parties) 3. <u>Tier III</u>: \$125 – Significant and complicated title issues resulting in Vervent performing certain remediation services, including, but not limited to: <ul style="list-style-type: none"> i. Working with DMV to track down latest title; ii. Working with DMV to ensure verified titles are matching their lienholder records prior to sale; iii. Outbound calls and troubleshooting any VIN discrepancies with DMVs; iv. Note: This pricing includes local DMV charges and completing applicable state required forms.

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Estimated Auction Fees	<p>A. In addition to the Administrative Fees and Title Processing Fees paid under the Vervent-Holman bid, the Trustee and Secured Parties acknowledge that certain pass-through costs from independent, non-affiliated third parties will be incurred through the sale process (the “<u>Auction Fees</u>”), and which shall be paid (or otherwise deducted) by the auction house from the Sale Proceeds prior to remittance of the Net Sale Proceeds to the Trustee from Holman, and will be charged on a Vehicle-by-Vehicle basis, as applicable, with respect to Vehicles sold by such applicable third parties.</p> <p>B. For the avoidance of doubt, there will be no markups or rebates associated exclusively with respect to the Debtors’ Vehicles associated with any Auction Fees, including costs associated with transportation, reconditioning, PII, technology fees, or auction sale fees.</p> <p>C. In no event shall the aggregate total of the Administrative Fee, Title Processing Fees, and Auction Fees as to a particular Vehicle exceed the Sale Proceeds obtained from the sale of such Vehicle.</p> <p>D. These Auction Fees will be tracked on a VIN-by-VIN basis and apply as follows:</p> <ol style="list-style-type: none"> 1. Standard Fees (applies to all Vehicles sold) <ol style="list-style-type: none"> a. Auction Sale Fee (\$150) – Flat rate fee for general auction services b. Cleaning (\$35) or Detail (\$90) – Flat rate fee, one of these two fees will apply to each Vehicle, based on the condition of such Vehicle; c. PII Removal (\$30) – Flat rate fee to ensure appropriate removal of all digital and physical personally identifiable information from Vehicles; d. Technology Fee (\$50) – Flat rate fee, auction integration into various technology (AutoIMS, Condition Reporting, Virtual Markets, and Simulcast platforms); e. Transportation Fee (estimated average of \$125 - \$200) – Actual, reasonable, and customary variable cost for transportation from retail/recondition facility to auction house; variable based on asset, condition, and distance of relocation. <ol style="list-style-type: none"> i. Note: Transportation Fees include dollars associated with impounds and repossession releases (i.e. storage costs or repair work paid for to obtain possession of the Vehicle). 2. Per Occurrence (as needed for each Vehicle) <ol style="list-style-type: none"> a. Key Replacement (\$225 average) – Variable cost for a replacement key, only approved on an as-needed basis;

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	<p>b. Miscellaneous Reconditioning – Variable cost for minor repair/reconditioning (battery replacement, tire replacement, windshield replacement, etc.);</p> <p>c. Storage (\$15/day) – flat rate per day, only applies to Vehicles that are secured at an auction house and removed prior to a sale by Holman.</p> <p>F. Notwithstanding anything to the contrary herein, any auction house shall remit the Net Sale Proceeds of the Vehicle sales to Holman within three (3) business days of the auction sale date, and Holman shall thereafter remit such Net Sale Proceeds to the Trustee within three (3) business days of receipt from the auction house in each case, without any set-off, recoupment, or other reduction for any pre-petition amounts owing from the Debtors to the auction houses or their affiliates.</p> <p>G. Vervent and/or Holman shall provide a detailed accounting of all buyer premiums and fees charged and all other fees charged for Transportation, Key Replacement, Reconditioning, and/or Storage (collectively, the “<u>Reviewable Auction Fees</u>”) to the Trustee and the Asserted Lien or Interest Parties, and the Trustee and the Asserted Lien or Interest Parties shall have the right to review and object to the reasonableness or necessity of the Reviewable Auction Fees incurred as part of the Court’s review and approval of payment of Vervent’s and Holman’s fees in the Holman Final Fee Application.</p>
Trustee Commission	<p>A. The Trustee may seek her statutory commission set forth under section 326(a) of the Bankruptcy Code (the “<u>Trustee Commission</u>”). For avoidance of doubt, all parties reserve the right to challenge the Trustee’s assertion of entitlement to statutory fees under 326(a) on behalf of the sale of Vehicles. For avoidance of doubt, nothing herein, including the Secured Parties’ consent to the Trustee’s participation and oversight of the sale process, and that proceeds flow through the Trustee’s accounts, shall be deemed a waiver as to or otherwise prejudice any parties’, including the Secured Parties’ rights or arguments with respect to whether the Trustee has earned her statutory commission under section 326(a) of the Bankruptcy Code.</p> <p>B. The Trustee will provide the Secured Parties and Vervent with written evidence (e.g., invoices and calculations) of the Trustee Commission and an opportunity to object to same before any portion of the Trustee Commission are paid from the Net Sale Proceeds of Vehicles. Any disputes regarding the Trustee Commission shall be determined by the Bankruptcy Court.</p>
Specified Costs	<p>A. Any out-of-pocket costs incurred by the Trustee in connection with the Trustee’s bond, in an aggregate amount not to exceed \$175,000 (the “<u>Trustee’s Bond</u>”) (plus any amounts necessary to renew such bond) may be paid from the Net Sale Proceeds and such cost shall be allocated to each Vehicle on a pro-rata basis.</p>

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	<p>B. Further, to the extent that any ad valorem taxes due to an applicable taxing agency have been determined, by agreement of the Trustee and the other Asserted Lien or Interest Parties or by order of this Court, to have priority over the lien or security interest of any other Asserted Lien or Interest Parties with respect to the Net Sale Proceeds of a particular Vehicle (as it relates to any particular Vehicle, the “<u>Finally Determined Ad Valorem Taxes</u>”), such Finally Determined Ad Valorem Taxes may be remitted by the Trustee or Vervent, as applicable in respect of Estate or Non-Estate Vehicles, respectively, to the applicable taxing authority prior to distribution of the remaining Net Sale Proceeds to the applicable Asserted Lien or Interest Party as set forth herein.</p>
Allocation of Sale Proceeds	<p>A. The Trustee and each of the other Asserted Lien or Interest Parties, as applicable, will work cooperatively and in good faith to:</p> <ol style="list-style-type: none"> 1. determine whether and which Net Sale Proceeds are subject to ownership, lien and/or priority disputes; 2. identify the quantum of such disputes; 3. identify the Asserted Lien or Interest Parties involved in such disputes; and 4. resolve or otherwise reach agreement with respect to such disputes. <p>B. To the extent (1) the Trustee and all other Asserted Lien or Interest Parties agree in writing that there is no lien, ownership, and/or priority dispute with respect to a portion of the Net Sale Proceeds, or (2) the Asserted Lien or Interest Parties asserting an interest in the same portion of the Net Sale Proceeds and any party objecting to any such Asserted Lien or Interest with respect to such property resolve any lien, ownership, and/or priority dispute as between themselves (which resolution shall be memorialized in writing), in each case the Trustee will promptly, but in no event later than 7 business days after the date of such agreement or resolutions, distribute the applicable undisputed Net Sale Proceeds, after deduction of the Trustee’s Bond (applied ratably to all Vehicles) and any Finally Determined Ad Valorem Taxes (applied only to the applicable Vehicle) as follows: (A) to the extent that any Net Sale Proceeds held by the Trustee are determined, by agreement of the Secured Parties or order of the Court (subject to any appeal), to be the proceeds of a Vehicle determined not to constitute property of Debtors’ estates, such Net Sale Proceeds (less the Specified Costs) shall be promptly (and in any event within 7 days) turned over to Vervent to be held for the benefit of, and distributed to, the Secured Parties in accordance with the procedures contemplated below and applicable law, and (B) to the extent that any Net Sale Proceeds held by the Trustee are determined, by agreement of the Secured Parties or order of the Court (subject to any appeal), to be proceeds of Estate Vehicles, to the Asserted Lien or Interest Party with the undisputed interest in such allocable Net Sale Proceeds (or as otherwise directed by the Court).</p> <p>C. If any Asserted Lien or Interest Parties asserting an interest in the same portion of the Net Sale Proceeds are unable to resolve any lien, ownership, and/or</p>

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	<p>priority disputes as between themselves, such Parties will submit the dispute to the Court for adjudication; provided, however, that such Parties may submit such dispute to the Court for adjudication at an earlier date.</p> <p>D. After a dispute is resolved by the Court, the Net Sale Proceeds subject of such dispute shall be distributed in accordance with the terms of the Court's order no later than 3 calendar days after such order of the Court becomes final and non-appealable with respect to such dispute.</p> <p>E. The Trustee and the other Asserted Lien and Interest Parties agree:</p> <ol style="list-style-type: none"> 3. that any lien, ownership, and/or priority disputes relating to the Vehicles or Net Sale Proceeds, or any other disputes in connection with the allocation of the Net Sale Proceeds as between Estate Vehicles and Non-Estate Vehicles, will be subject to and governed by motion practice in accordance with Bankruptcy Rule 9014 and related procedures and no party shall have or assert a defense on the grounds that a party failed to file an adversary proceeding to determine the estate's ownership interest in property; provided, however that to the extent that Net Sale Proceeds are determined to be the proceeds of Non-Estate Vehicles, any disputes with respect to such Net Sale Proceeds shall be determined pursuant to applicable law; and 4. to submit to the jurisdiction of the Court and consent to the entry of an order by the Court in connection with the sale process as to the determination of whether Net Sale Proceeds constitute proceeds of Estate Vehicles or Non-Estate Vehicles.
Interim Payment Procedures	<p>In accordance with Sections 330 and 331 of the Bankruptcy Code, the Administrative Fees, Title Processing Fees, and the Reviewable Auction Fees, as well as any bonding costs incurred by Holman, shall be subject to allowance and payment from the Net Sale Proceeds in accordance with the following compensation procedures (the "<u>Interim Payment Procedures</u>"): </p> <ol style="list-style-type: none"> A. On or before the 10th day of each month starting on January 10, 2026, until all Vehicles are sold, Holman shall file with the Court a statement reflecting the (1) Title Processing Fees and (2) Administrative Fees for the Vehicles sold in the applicable period (the "<u>Holman Interim Compensation Request</u>"). The Holman Interim Compensation Request shall itemize the Title Processing Fees and Administrative Fees on a VIN by VIN basis for the relevant fee period. B. The Trustee and the Secured Parties shall have seven (7) days from filing of a Holman Interim Compensation Request to object to interim payment of the amount therein (the "<u>Objection Deadline</u>"). Any objection must state with specificity the basis of the objection and the amount of that Holman Interim Compensation Request at issue. C. Within seven (7) days of each Objection Deadline, the Trustee shall remit payment to Holman from the Net Sale Proceeds either (1) the full amount of the Holman Interim Compensation Request if no timely objection was

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	<p>filed or, (2) if a timely objection was filed by the Objection Deadline, the undisputed amount of such Holman Interim Compensation Request. Holman shall thereafter promptly remit to Vervent its portion of any allowed compensation in the applicable Holman Interim Compensation Request.</p> <p>D. Failure to include any Title Processing Fee or Administrative Fee in any Holman Interim Compensation Request shall not waive the right to seek payment of such fee in a future Holman Interim Compensation Request or the Holman Final Fee Application (defined below).</p> <p>E. Not later than thirty (30) days after the last Vehicle is sold, Holman shall file a final fee application for all requested Title Processing Fees, Administrative Fees, and Reviewable Auction Fees related to the Vehicles plus all costs incurred by Holman to obtain bonding under these Sale Procedures (the “<u>Holman Final Fee Application</u>”).</p> <p>F. Parties shall have twenty-one (21) days from the filing of Holman Final Fee Application to object to the amount requested being allowed and paid on a final basis (the “<u>Final Objection Deadline</u>”), which objection must state with specificity the basis of the objection and the amount of the Holman Final Fee Application at issue.</p> <p>G. Within seven (7) days of the Final Objection Deadline, the Trustee shall remit payment to Holman either (1) the full amount of the Holman Final Fee Application not previously funded if no timely objection is submitted, or (2) if a timely objection was submitted before the Final Objection Deadline or an interim objection remains unresolved, the undisputed amount of such the Holman Final Fee Application. All amounts in the Holman Final Fee Application that are not subject to a timely interim or final objection shall be allowed on a final basis as of the Final Objection Deadline.</p> <p>H. To the extent of any timely filed objection, Vervent, Holman, and the objecting party shall work in good faith to resolve such objection. If no resolution can be reached, the Bankruptcy Court shall have exclusive jurisdiction to resolve the objection.</p>

3. The Trustee, Vervent, Holman, and their respective agents and subcontractors are authorized to execute and deliver all instruments and documents (including any purchase instruments) and take other such action as may be necessary or appropriate to implement and effectuate the transactions contemplated by the Sale Procedures.

4. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the sales authorized pursuant to this Order.

5. To the extent applicable, the requirements of Bankruptcy Rule 6004(a) are waived.

6. To the extent necessary, the Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.

7. The Vehicles shall be sold in accordance with industry-standard remarketing protocols. Notwithstanding the foregoing, neither the Trustee, any Debtor, Vervent, Holman, nor any Secured Party shall be deemed to have made any representation regarding any Vehicle, and buyers shall have no recourse against, and may not assert any claim against, the Trustee, any Debtor, Vervent, Holman, or any Secured Party based on any such alleged representation.

8. The Trustee is authorized to transfer to each applicable buyer all of the Debtors' right, title, and interest in and to, and possession of, the applicable Vehicles, which shall be immediately vested in such buyer and title to such Vehicles shall be transferred to such buyer pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, free and clear of all claims, liabilities, interests, and encumbrances of whatever kind or nature, in each case, whether in law or in equity, known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, direct or indirect, and whether arising by agreement, understanding, law, equity or otherwise, including claims otherwise arising under any theory, law, or doctrine of successor liability or related theories, and whether occurring or arising before, on or after the Petition Date, or occurring or arising prior to the consummation of the sale of the

applicable Vehicles, to the maximum extent permitted to be extinguished by applicable law. The claims, liabilities, interests, and encumbrances shall attach to the Sale Proceeds in such order and priority as they existed immediately prior to the actual consummation of the sale of the applicable Vehicles. All persons with claims, liabilities, interests, and encumbrances of any kind or nature whatsoever against or in any of the applicable Vehicles shall be forever barred and estopped from pursuing or asserting such claims, liabilities, interests, and encumbrances against the applicable buyer or the applicable Vehicles.

9. Notwithstanding anything herein to the contrary, the effectiveness of this Order shall be expressly conditioned upon the Court's entry of an order approving the retention of Holman as an auctioneer under section 327(a) of the Bankruptcy Code (the "Retention Order"). All payments, fees, compensation, and reimbursement of expenses to Holman or Vervent shall be subject in all respects to (a) the Interim Payment Procedures, (b) the Retention Order, and (c) future application, notice, hearing, and approval by the Court.

10. This Order and the Sale Procedures shall be binding and enforceable on the Debtors, the Trustee, the Debtors' estates, and all creditors and parties in interest and their successors and assigns.

11. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry hereof.

12. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order, all purchase instruments and any other agreements executed in connection with any sales, and to adjudicate, if necessary, any and all disputes concerning or relating in any sales authorized by this Order (other than as it relates to any disputes regarding Net Sales Proceeds of Non-Estate Vehicles).

13. Notwithstanding anything herein, all rights and remedies of the Trustee, the Secured Parties and each of the other parties in interest in these cases are expressly preserved, including, but not limited to, with respect to the priority of any liens or claims against or to the Vehicles.

END OF ORDER

Prepared and submitted by:

/s/ Charles R. Gibbs

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