

Fill in this information to identify the case:

Debtor 1 Tricolor Holdings, LLC, et al

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Northern District of Texas

Case number 25-33487

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?	<u>Houston Auto Auction Properties, L.P.</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Hirsch & Westheimer PC</u> Name <u>1415 Louisiana Street, 36th Floor</u> Number Street <u>Houston TX 77002</u> City State ZIP Code Contact phone <u>(713) 220-9197</u> Contact email <u>clewis@hirschwest.com</u> Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) _____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____	Filed on _____ MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ <u>117,133.00</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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. <u>3 months of rent plus prorated taxes for 2025</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> 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) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ <u>117,133.00</u>
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

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

☒ 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).
- ☐ 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.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* 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 12 15 25
MM / DD / YYYY

Signature

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

Name Bette Bowers
First name Middle name Last name

Title Authorized Representative

Company Houston Auto Auction Properties, L.P.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
Number Street

City State ZIP Code

Contact phone _____ Email _____

ANNETTE RAMIREZ
TAX ASSESSOR-COLLECTOR & VOTER REGISTRAR
P.O. BOX 3547
HOUSTON, TEXAS 77253-3547
TEL: 713-274-8000



HOUSTON AUTO AUCTION PROP
2225 ALBANS RD
HOUSTON TX 77005-1519

2025 Property Tax Statement
Web Statement

Statement Date:	November 18, 2025
Account Number	041-030-000-0312

Our records indicate that your statement has been requested by a tax agent.

Taxing Jurisdiction	Exemptions	Taxable Value	Rate per \$100	Taxes
Houston ISD	0	5,791,240	0.878300	\$50,864.46
Harris County	0	5,791,240	0.380960	\$22,062.31
Harris County Flood Control Dist	0	5,791,240	0.049660	\$2,875.93
Port of Houston Authority	0	5,791,240	0.005900	\$341.68
Harris County Hospital District	0	5,791,240	0.187610	\$10,864.95
Harris County Dept. of Education	0	5,791,240	0.004798	\$277.86
Houston City College	0	5,791,240	0.098802	\$5,721.86
City of Houston	0	5,791,240	0.519190	\$30,067.54

Property Description
6730 GULF FWY 77087 TRS 30B & 30C ABST 74 J THOMAS 5.6780 AC

Appraised Values	
Land - Market Value	2,968,008
Impr - Market Value	2,823,232
Total Market Value	5,791,240
Less Capped Mkt Value	0
Appraised Value	5,791,240
Exemptions/Deferrals	

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Total 2025 Taxes Due By January 31, 2026:	\$123,076.59
Payments Applied To 2025 Taxes	\$0.00
Total Current Taxes Due (Including Penalties)	\$123,076.59
Prior Year(s) Delinquent Taxes Due (If Any)	\$0.00
Total Amount Due For January 2026	\$123,076.59

Penalties for Paying Late	Rate	Current Taxes	Delinquent Taxes	Total
By February 28, 2026	7%	\$131,691.96	\$0.00	\$131,691.96
By March 31, 2026	9%	\$134,153.49	\$0.00	\$134,153.49
By April 30, 2026	11%	\$136,614.99	\$0.00	\$136,614.99
By May 31, 2026	13%	\$139,076.54	\$0.00	\$139,076.54
By June 30, 2026	15%	\$141,538.08	\$0.00	\$141,538.08

Tax Bill Increase (Decrease) from 2020 to 2025: Appraised Value 18%, Taxable Value 18%, Tax Rate -11%, Tax Bill 5%.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.



HOUSTON AUTO AUCTION PROP
2225 ALBANS RD
HOUSTON TX 77005-1519

PAYMENT COUPON

Account Number
041-030-000-0312
Amount Enclosed

\$ _____

Make check payable to:

Web Statement - Date Printed: 11-18-2025

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

ANNETTE RAMIREZ
TAX ASSESSOR-COLLECTOR
P.O. BOX 4622
HOUSTON, TEXAS 77210-4622

04103000003127 2025 012307659 013169196 013415349 013661499

ANNETTE RAMIREZ
TAX ASSESSOR-COLLECTOR & VOTER REGISTRAR
P.O. BOX 3547
HOUSTON, TEXAS 77253-3547
TEL: 713-274-8000



HOUSTON AUTO AUCTION PROP
2225 ALBANS RD
HOUSTON TX 77005-1519

2025 Property Tax Statement
Web Statement

Statement Date:	November 18, 2025
Account Number	041-030-000-0310

Our records indicate that your statement has been requested by a tax agent.

Taxing Jurisdiction	Exemptions	Taxable Value	Rate per \$100	Taxes
Houston ISD	0	221,382	0.878300	\$1,944.40
Harris County	0	221,382	0.380960	\$843.38
Harris County Flood Control Dist	0	221,382	0.049660	\$109.94
Port of Houston Authority	0	221,382	0.005900	\$13.06
Harris County Hospital District	0	221,382	0.187610	\$415.33
Harris County Dept. of Education	0	221,382	0.004798	\$10.62
Houston City College	0	221,382	0.098802	\$218.73
City of Houston	0	221,382	0.519190	\$1,149.39

Property Description

133 WINKLER DR 77087
TR 30A ABST 74 J THOMAS 1.3754 AC

Appraised Values	
Land - Market Value	209,689
Impr - Market Value	11,693
Total Market Value	221,382
Less Capped Mkt Value	0
Appraised Value	221,382
Exemptions/Deferrals	

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Total 2025 Taxes Due By January 31, 2026:	\$4,704.85
Payments Applied To 2025 Taxes	\$0.00
Total Current Taxes Due (Including Penalties)	\$4,704.85
Prior Year(s) Delinquent Taxes Due (If Any)	\$0.00
Total Amount Due For January 2026	\$4,704.85

Penalties for Paying Late	Rate	Current Taxes	Delinquent Taxes	Total
By February 28, 2026	7%	\$5,034.19	\$0.00	\$5,034.19
By March 31, 2026	9%	\$5,128.30	\$0.00	\$5,128.30
By April 30, 2026	11%	\$5,222.38	\$0.00	\$5,222.38
By May 31, 2026	13%	\$5,316.47	\$0.00	\$5,316.47
By June 30, 2026	15%	\$5,410.58	\$0.00	\$5,410.58

Tax Bill Increase (Decrease) from 2020 to 2025: Appraised Value -40%, Taxable Value -40%, Tax Rate -11%, Tax Bill -47%.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.



HOUSTON AUTO AUCTION PROP
2225 ALBANS RD
HOUSTON TX 77005-1519

PAYMENT COUPON

Account Number
041-030-000-0310
Amount Enclosed

\$ _____

Make check payable to:

Web Statement - Date Printed: 11-18-2025

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

ANNETTE RAMIREZ
TAX ASSESSOR-COLLECTOR
P.O. BOX 4622
HOUSTON, TEXAS 77210-4622

04103000003101 2025 000470485 000503419 000512830 000522238

**SUMMARY OF CURRENT RENT AND TAXES OWED BY GANAS HOLDINGS, LLC TO HOUSTON
AUTO AUCTION PROPERTIES, LLC FOR LEASE OF PROPERTY LOCATED AT 6730 GULF FREEWAY**

Rent

September 2025 Rent \$35,000.00

October 2025 Rent \$35,000.00

November 2025 Rent \$35,000.00

\$105,000.00

2025 Taxes **\$127,781.44** to be reimbursed by Tenant at the end of the year per Lease

Amount of Taxes prorated through November 2025 is $11/12 \times \$127,781.44 = \mathbf{\$117,133}$

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), dated as of July 1, 2018 (the "Effective Date"), by HOUSTON AUTO AUCTION PROPERTIES, L.P., a Texas limited partnership ("Landlord"), and GANAS HOLDINGS, LLC, a Texas limited liability company ("Tenant").

Section 1. Lease and Premises. Landlord, in consideration of the rents and agreements herein to be performed by Tenant, leases and rents to Tenant, and Tenant hereby leases and rents from Landlord, the property outlined in green on Exhibit A hereto (being Tracts 30A, 30B and 30C), save and except the 9,409 square foot portion of the land out of Tracts 30B and 30C that was taken by condemnation in 2015 (but is not delineated on Exhibit A), together with all buildings and other improvements thereto, including the car wash and bulldog fencing (provided that Tenant shall be required to pay all rent and other fees due with respect to the bulldog fencing directly to the supplier thereof) (the "Premises"), subject to all matters of record in Harris County, Texas affecting same, and to the provisions of this Lease. Tenant, having exclusively occupied and controlled the Premises under the Lease Agreement dated June 21, 2012 (the "Prior Lease") by and between Landlord and Tricolor Auto Group, LLC, the limited liability company to which Ganas Holdings, LLC is successor as owner of the leasehold estate and the lessee's or tenant's interest under the Prior Lease, which Prior Lease expired and terminated in accordance with its terms on June 30, 2018, hereby accepts the Premises in their current "AS IS", "WHERE IS" condition, WITH ALL FAULTS.

Section 2. Term; Use. This Lease shall be for a term (the "Term") of fifty-four (54) months commencing on July 1, 2018 (the "Commencement Date"), and expiring on January 31, 2023 (the "Expiration Date"). Tenant shall use the Premises solely for the sale, servicing and repair of new and used cars and for no other purpose without Landlord's prior consent, which consent may be withheld in Landlord's sole discretion.

Section 3. Rent. Tenant shall pay Landlord, without notice, or demand and without set-off or deduction, the sum of Thirty-one Thousand Dollars (\$31,000) as rent for each month during the Term. Rent for the first month of the Term shall be due and payable on the Commencement Date and rent for each and every month thereafter shall be due and payable in advance on the first day of each month. If the Commencement Date is a day other than the first day of a calendar month, or if this Lease expires or terminates on other than the last day of a calendar month, then rent for that month shall be prorated and the rent installment so prorated shall be paid in advance. All other payments that Tenant is required by this Lease to pay to third parties (such as, for example, insurance providers) shall also constitute rent payable hereunder. Tenant's obligation to pay rent under this Lease is an independent, unconditional covenant of Tenant.

Section 4. Renewal Option. As long as Tenant is not in default in the performance of its covenants under this Lease (whether or not any applicable grace period or opportunity to cure has expired) either at the time of exercise of the option or at the commencement of the Renewal Term (defined below), Tenant is hereby granted the option to renew the Term for one (1) additional period of sixty (60) months (the "Renewal Term"), to commence at the expiration of the initial Term. Tenant shall exercise its option to renew only by delivering written notice of such election to Landlord in strict accordance with the provisions of Section 27 of this Lease no

earlier than twelve (12) months nor later than six (6) months prior to the expiration of the initial Term. No other form of notice or method of giving notice shall be effective to exercise such renewal option, and time is of the essence in the exercising of such renewal option. The renewal of this Lease shall be upon the same terms and conditions of this Lease, except (a) the rent during the Renewal Term shall be (i) the sum of Thirty-five Thousand Dollars (\$35,000) per month during the Renewal Term, (b) Tenant shall have no option to renew this Lease beyond the expiration of the Renewal Term, (c) Tenant shall not have the right to assign its renewal rights to any sublessee of the Premises or assignee of the Lease, nor may any such sublessee or assignee exercise such renewal rights, and (d) Tenant will be conclusively deemed to accept the Premises in their then-existing condition (on an "as is", "where is" and "with all faults" basis) when the Renewal Term commences.

Section 5. Maintenance and Repairs. Tenant acknowledges and represents that Tenant understands that (i) the amount of rent due under this Lease is based upon the allocation of risks and Tenant's agreement to repair and maintain the Premises set forth in this Lease and (ii) a change in the allocation of risks or the respective duties of Tenant or Landlord under this Lease would affect the amount of rent provided herein. Tenant agrees, at Tenant's sole cost and expense, to promptly repair, renovate and take such action as shall be necessary from time to time to make the Premises suited for the continued use permitted by this Lease, and throughout the Term, Tenant, at Tenant's sole cost and expense, shall maintain the Premises and improvements in good condition and repair and operate them in accordance with all applicable laws, rules, ordinances, orders and regulations of federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction over the Premises or Tenant's operations on the Premises. Without limitation of the foregoing, Tenant agrees to replace the building roof (i) within thirty-six (36) months after the Effective Date or (ii) when roof leaks have occurred or developed that have caused, or could reasonably be expected to cause, damage to the roof's structural components or the building's contents, whichever of (i) or (ii) is earlier, lien free and at no cost to Landlord, with a high-quality, professionally installed roof pursuant to a construction contract that Tenant shall have first submitted to Landlord and Landlord shall have approved in writing before commencement of the work. All improvements constructed on the Premises by Tenant as permitted by the Prior Lease or by this Lease shall be owned by Tenant until expiration or earlier termination of this Lease. Tenant shall not, however, remove any improvements from the Premises nor waste, destroy or (except for maintaining, repairing or renovating improvements as provided herein) modify any improvements. The parties covenant for themselves and all persons claiming by, through under them that all of the improvements are real property. At the expiration of the Term or earlier termination of this Lease, all improvements and all additions to the improvements made by Tenant under this Lease or the Prior Lease, without compensation to Tenant shall become Landlord's property free and clear of all claims to or against them by Tenant or anyone claiming by, through or under Tenant, and Tenant shall defend Landlord's title thereto and indemnify Landlord against all liability and loss arising from such claims or from Landlord's exercise of Landlord's rights conferred by or arising out of this Lease. No alterations or additions to the Premises shall be made without the express prior written consent of Landlord, which consent shall not be unreasonably withheld, and any alterations or additions shall comply with all applicable laws, rules, ordinances, orders and regulations of federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction over the Premises. Notwithstanding the foregoing, Tenant may make Minor Alterations to the Premises (other than the main building) without Landlord's

consent, "Minor Alterations" are alterations that (1) do not require a building permit, (2) do not involve modifications to the mechanical or structural elements of the Premises, and (3) cost less than Seventy-five Thousand Dollars (\$75,000) each, and when aggregated with all other Minor Alterations made in any period of twelve (12) consecutive months (including during the first year of the Term, applicable months before July 2018), cost less than Two Hundred Thousand Dollars (\$200,000). Tenant has accepted the Premises in their "AS IS" condition on the date of this Lease and is accepting the Premises without representation or warranty, express or implied in fact or by law, and without recourse to the Landlord as to the nature, condition, suitability or usability thereof or the use or uses for which the Premises or any portion thereof may be put. The taking of possession of the Premises by the Tenant is conclusive evidence that the condition of the Premises is satisfactory to Tenant, and no subsequent discovery of latent or patent defects, faults or deficiencies shall constitute grounds for abatement of rent or any other remedy by, or for the benefit of, Tenant.

Section 6. Taxes and Assessments. Landlord shall pay all ad valorem taxes, assessments, and other governmental charges (hereinafter collectively referred to as "Taxes") levied or assessed against the Premises during the Term. Tenant shall pay all ad valorem taxes, assessments and other governmental charges levied or assessed against Tenant's personal property. For purposes of this Lease, the term "Taxes" shall not include any income, inheritance or other similar tax imposed upon Landlord, which are Landlord's responsibility, or any personal property taxes on Tenant's property, which are Tenant's responsibility. Tenant shall reimburse Landlord for all Taxes levied or assessed against the Premises during the Term. As soon as practicable after the close of each real estate tax year, but in no event later than sixty (60) days after the real estate tax year end, Landlord shall furnish a statement in writing to Tenant specifying the actual amount due by Tenant with respect to the Taxes. Excluding 2018 (for which taxes shall not be prorated because Tenant or its predecessor possessed and used the Premises under the Prior Lease for the entire portion of 2018 before the Effective Date, i.e. January 1 through June 30, 2018), if the Term is not in effect for an entire real estate tax year, then the Taxes to be reimbursed by Tenant hereunder shall be prorated on a daily basis between the parties to the end that Tenant shall only reimburse Landlord for Taxes attributable to the portion of the real estate tax year occurring within the Term. Landlord further agrees that in the event that either (i) Tenant requests in a writing delivered to Landlord before March 15 of the relevant tax year that Landlord protest the valuation of the Premises for ad valorem tax purposes, or otherwise seek to reduce the amount of Taxes assessed against the Premises, and Landlord fails to agree in writing to do so within thirty (30) days after Landlord's receipt of such request, or (ii) Landlord has not protested the valuation of the Premises for ad valorem tax purposes by May 1 of any real estate tax year, Tenant is authorized, at its cost and expense, to proceed to protest such valuation or Taxes on behalf of Landlord, and Landlord agrees to cooperate with Tenant in Tenant's efforts, so long as Landlord is not obligated to expend any funds in connection with such protest, and Landlord will sign all documents, instruments, requests, petitions, etc. that may be reasonably required in connection therewith. If Landlord protests the valuation of the Premises for ad valorem tax purposes, or otherwise seeks to reduce the amount of Taxes assessed against the Premises, Tenant must pay any costs incurred by Landlord in connection therewith within ten (10) days after Landlord shall have billed the same to Tenant.

Section 7. Insurance.

(a) Property Insurance on the Improvements. Throughout the Term, Tenant, at its sole cost and expense, shall continuously insure all improvements except footings, foundations, in ground utilities lines, roadways, driveways and other horizontal improvements, whether existing now or in the future, against all loss or damage for not less than the full replacement cost thereof under a special form (formerly called "all risk") policy of fire and property loss insurance, with replacement cost coverage endorsement, and a deductible not to exceed Fifty Thousand Dollars (\$50,000) per occurrence except for Tier 1 named windstorm for which the deductible is two percent (2%) per unit of insurance, which deductible shall be at Tenant's risk and Tenant shall pay any loss within such deductible. Landlord shall be named as loss payee under such property loss policy for damage to such improvements. The policy shall contain no self-insured retention limit or co-insurance requirement (that is, the policy shall be in an amount sufficient to eliminate co-insurance).

(b) Tenant's Liability Insurance. Tenant, at its sole cost and expense, shall maintain throughout the Term, policies of general liability insurance as follows.

(i) Tenant's General Liability and Umbrella Liability Coverage. Tenant's general liability insurance policies shall cover all bodily injury and property damage arising from use or operation of the Premises, including but not limited to endorsements or additional policies for liability coverage for (1) Premises/Operations; (2) Personal Injury Liability; (3) Independent Contractor's Liability; (4) Explosion; (5) Collapse and Underground Property Damage Liability; (6) Blanket Contractual Liability assumed in the Lease and (7) business automobile liability insurance to cover all owned, hired and non-owned automobiles owned or operated by Tenant. Tenant's general liability insurance shall be on an "occurrence" basis rather than a "claims made" basis of coverage and have limits no less than the following:

general aggregate	\$1,000,000
products-completed operations aggregate	\$1,000,000
personal and advertising injury	\$1,000,000
each occurrence	\$1,000,000
medical expense	\$5,000
auto liability	\$1,000,000

Tenant shall also maintain throughout the continuance of this Lease umbrella liability insurance sufficient to bring Tenant's coverage for commercial general liability and business automobile liability (excluding pollution liability) to an aggregate of no less than Five Million Dollars (\$5,000,000) combined single limit. Such policies of liability insurance shall contain no deductible greater than Fifty Thousand Dollars (\$50,000) and no self-insured retention limit unless approved by Landlord in writing, which Landlord may approve or disapprove in Landlord's sole discretion.

(ii) Additional Insured on all Liability Policies. Landlord shall be named as additional insured on all such liability policies, although not on the workers' compensation and employer's liability policies (for which that is not an available option).

(c) Waiver of Subrogation. UNLESS LANDLORD IS NAMED AS AN ADDITIONAL INSURED THEREUNDER, EACH SUCH LIABILITY POLICY SHALL CONTAIN A WAIVER OF SUBROGATION RIGHTS IN FAVOR OF LANDLORD. TENANT INDEMNIFIES (AND AGREES TO DEFEND) LANDLORD FROM AND AGAINST ANY LOSS, LIABILITY, COST OR EXPENSE RESULTING FROM TENANT'S FAILURE TO MAINTAIN SUCH COVERAGES. Tenant waives any and all rights of recovery, claim, action or cause of action, against Landlord, its partners, agents, officers, employees and affiliates, for any loss or damage that may occur to any property of Tenant located on the Premises, or any Tenant improvements, alterations or additions thereto, or any improvements thereto, by reason of fire, the elements or any other cause which is insured against, or required to be insured against, under this Lease, REGARDLESS OF CAUSE OR ORIGIN, INCLUDING NEGLIGENCE OF LANDLORD, ITS AGENTS, OFFICERS OR EMPLOYEES (BUT EXCLUDING WILLFUL ACTS OF MISCONDUCT). Tenant also waives, releases and relinquishes any and all recoveries, claims, actions, causes of action or rights of recovery against Landlord, its partners, and its and their respective agents, employees, officers and affiliates, for any loss or damage to Tenant's business (including loss of profit or revenue) arising from casualty events to the Premises or any property of Tenant on the Premises to the extent such loss could have been insured against by a policy of business interruption insurance (for at least nine (9) months of total business interruption), WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF LANDLORD OR SUCH OTHER RELEASED PARTIES, and Tenant further covenants and warrants to Landlord that each insurance company issuing Tenant a policy of business interruption insurance shall be endorsed to waive subrogation against Landlord by reason of any payment of any such claim made thereon by Tenant.

(d) Tenant's Worker's Compensation Coverage. Tenant, at its sole cost and expense, shall maintain throughout the Term, a valid policy of workers' compensation insurance of at least One Million Dollars (\$1,000,000) per occurrence, and a policy of employer's liability coverage in the amount of at least One Million Dollars (\$1,000,000) per occurrence.

(e) Certificates of Insurance; Notice Endorsement. Tenant shall furnish and maintain with Landlord at all times during the Term certificates of insurance in favor of Landlord as certificateholder, evidencing all insurance coverages required in this Lease. The policies shall be endorsed to require (and the certificate of insurance shall recite the requirement for) thirty (30) days' notice to Landlord prior to termination or nonrenewal of insurance in at least the coverage amounts specified. In addition, a duplicate original of each such policy shall be deposited with Landlord by Tenant on or before the commencement date of this Lease, and a duplicate original of each subsequent policy shall be deposited with Landlord at least thirty (30) days prior to the expiration of the preceding such policy. All insurance policies obtained by Tenant shall be written as primary policies (primary over any insurance carried by Landlord), not contributing with and not in excess of coverage which Landlord may carry, if any. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant.

(f) Obligation to Maintain Insurance is a Material Covenant. It is expressly agreed and understood that Tenant's obligation to maintain insurance as provided in this Lease throughout the Term is a material covenant of this Lease.

Section 8. Utilities. Tenant shall pay utility bills and other expenses incurred in connection with the use and occupancy of the Premises.

Section 9. Net Lease. This Lease shall be deemed and construed to be a completely net lease and Landlord shall not be expected or required to make any payment of any kind whatsoever, except that Landlord shall pay Taxes on the Premises, subject to Tenant's obligation to reimburse Landlord therefor, pursuant to Section 6. Tenant shall pay the insurance, utilities and other amounts that Tenant is obligated to pay hereunder, and shall reimburse Landlord for Taxes, without notice, demand, abatement, deduction, or offset.

Section 10. Liability, Indemnity, and Waiver of Subrogation. Tenant agrees to indemnify, defend and hold harmless Landlord from and against any and all claims, suits, actions, losses, costs, liabilities, and damages (including, but not limited to, attorneys' fees) for injury to persons, including death, or for damage to property resulting from Tenant's occupancy of the Premises or from any act or omission of Tenant or Tenant's agents, servants, employees, contractors, customers, or invitees. In the event of loss or damage to the Premises or any contents thereof, the Tenant shall look solely to any insurance carried by Tenant covering such loss, and not to Landlord. Tenant hereby waives any right Tenant, or any party claiming through or under Tenant, by subrogation or otherwise, may have against Landlord to recover for any insurable loss. To the extent permitted under applicable law, Tenant shall obtain, for each policy of such insurance, an endorsement waiving the insurer's rights against the Landlord for any such loss or damage.

Section 11. Fire and Other Casualty Damage. In the event the improvements on the Premises are damaged or destroyed, partially or totally, from any cause whatsoever, whether or not such damage or destruction is covered by any insurance required to be maintained under this Lease, Tenant shall repair, restore and rebuild the Premises to their condition existing immediately prior to such damage or destruction and this Lease shall continue in full force and effect. Such repair, restoration and rebuilding (all of which are herein called the "repair") shall be commenced within a reasonable time after such damage or destruction and shall be diligently prosecuted to completion. There shall be no abatement of rent or of any other obligation of Tenant hereunder by reason of such damage or destruction. Subject to the terms of any mortgage or deed of trust now or hereafter encumbering the Premises, and so long as Tenant is not in default under this Lease, the proceeds of any insurance maintained under this Lease shall be made available to Tenant for payment of the cost and expense of the repair, provided that such proceeds may be made available to Tenant subject to reasonable conditions including, but not limited to, an architect's certification of costs and retention of an amount of such proceeds equal to ten percent (10%) of the total cost of the repair pending final notice of completion. If the Premises are partially destroyed during the last twelve (12) months of the Term, Landlord, at Landlord's option, may cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Tenant of Landlord's election to do so within thirty (30) days after the date of occurrence of such damage and in such event, pro rata adjustment of rent based upon a thirty (30) day month shall be made.

Section 12. Legal Use; Environmental Compliance. Tenant shall not use, occupy, or permit to be used or occupied the Premises for any purpose that is illegal, that is dangerous to life, limb, or property, that would make void or voidable any insurance relating to the Premises,

or that would constitute a nuisance. Without limiting the foregoing, Tenant covenants and agrees to comply strictly and in all respects with the requirements of any applicable law, statute, ordinance, permit, decree, guideline, rule, regulation or order pertaining to health or the environment (hereinafter sometimes collectively called "Applicable Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Resource Conservation and Recovery Act, the Texas Water Code and the Texas Solid Waste Disposal Act, as each of the foregoing may be amended from time to time. Tenant shall not cause or permit any Hazardous Materials (as hereinafter defined) to be generated, treated, stored, used, installed or disposed in, on, under or about the Premises. Tenant shall not install or place (or permit to be installed or placed upon the Premises) any Underground Storage Tank (defined below) or any aboveground storage tank utilized in storing petroleum products or substances, hazardous substances or Hazardous Materials. Tenant represents, warrants, covenants and agrees that Tenant is not and will not become involved in operations at the Premises or at other locations which could lead to the imposition on Landlord of liability under any of the Applicable Environmental Laws. Tenant does hereby, for itself and its heirs, legal, representatives, successors, assigns and grantees, agree to and hereby does indemnify, defend and hold harmless Landlord, and its heirs, legal representatives, assigns, successors and grantees, of and from any and all liabilities, assessments, suits, damages, costs and expenses, attorneys' fees and judgments related to or arising out of (a) the breach of any of the agreements of Tenant under this Section 12, (b) the handling, installation, storage, use, generation, treatment or disposal of Hazardous Materials, including any cleanup, remedial, removal, or restoration work required by the Applicable Environmental Laws or (c) the assertion of any lien or claim imposed against the Premises or any portion thereof, or Landlord, pursuant to the Applicable Environmental Laws. The covenants and agreements of Tenant under this Section 12 shall survive the expiration or termination of this Lease. As used in this Lease, the term "Hazardous Materials" means any flammables, explosives, radioactive materials, asbestos-containing materials, petroleum products, the group of organic compounds known as polychlorinated biphenyls and other hazardous waste, toxic substances or related materials, including without limitation substances defined as "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Hazardous Materials Transportation Act, the Resources Conservation and Recovery Act ("RCRA") and the Texas Solid Waste Disposal Act, as each of the foregoing may be amended from time to time. "Underground Storage Tank" shall have the meaning specified in RCRA.

Section 13. Liens. Tenant shall not place, or permit to be placed as a result of any action taken by Tenant, any lien or security interest of any nature whatsoever on the Premises, or any part thereof or right thereto, including Tenant's leasehold estate therein and any alterations and improvements to the Premises, and shall cause any such liens which are placed on the Premises to be immediately released or discharged. Tenant hereby grants to Landlord a lien and security interest on and in all property of Tenant now or hereafter placed in or upon the Premises, including without limitation all goods, wares, fixtures, Trade Fixtures, machinery, inventory, equipment, furniture, furnishings and other personal property now or hereafter placed in or upon the Premises (collectively, the "Personal Property"), and such Personal Property shall be and remain subject to such lien and security interest of Landlord for payment of all rent and other sums agreed to be paid by Tenant under this Lease. Said lien and security interest shall be in addition to and cumulative of the Landlord's liens provided by law. This Lease shall constitute a

security agreement under the Uniform Commercial Code as enacted and enforced in the State of Texas (the "UCC") so that Landlord shall have and may enforce a security interest on all such Personal Property. Such Personal Property shall not be removed from the Premises unless such removal is in the ordinary course of Tenant's business and Tenant is not at the time of such removal in default under this Lease. Tenant hereby authorizes Landlord to file such financing statements, financing statement amendments and continuation statements as Landlord may now or hereafter determine are necessary or desirable to perfect, continue and protect such security interest and its first priority. Landlord may at its election at any time file a copy of this Lease as a financing statement. Landlord, as secured party, shall be entitled to all of the rights and remedies afforded a secured party under the UCC, which rights and remedies shall be in addition to and cumulative of all of Landlord's liens and rights provided by law or by the other terms and provisions of this Lease. Landlord agrees to subordinate such lien and security interest (and, provided Tenant is not in default at the time, agrees to sign documents so indicating, upon Tenant's request) to any liens or security interests covering Tenant's inventory, or financed fixtures, furniture or equipment of Tenant, in favor of bona-fide third-party lenders providing financing to Tenant (including purchase-money financing).

Section 14. Tenant's Furniture, Fixtures, and Personalty. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises in the same condition as when received (except for normal wear and tear and loss due to condemnation or casualty not caused by Tenant) and shall remove all furniture, trade fixtures, and personal property from the Premises, and shall repair any damage caused by such removal.

Section 15. Assignment and Sublease. Without the prior written consent of Landlord, Tenant shall not have the right to assign all or any part of Tenant's rights under this Lease or to sublet any part of the Premises. Any transfer by Tenant of a majority of the ownership interest of Tenant, or any lesser percentage which results in a change in the effective control of Tenant, without Landlord's consent shall constitute a breach of this Section 15. Consent by Landlord to any such assignment or sublease shall not diminish, release Tenant from, or relieve Tenant of any of Tenant's liabilities and obligations under the Lease. Notwithstanding anything herein to the contrary, Tenant may, without the need for Landlord's consent, but only upon not less than thirty (30) days' prior notice to Landlord, (1) assign its interest in this Lease to any Affiliate (as defined below) of Tenant, or (2) assign its interest in this Lease to an entity resulting directly from a merger or consolidation with Tenant or an entity purchasing or succeeding to substantially all of the assets or stock of Tenant, provided that in the case of any of the events described in clauses (1) and (2) of this sentence, (A) it is not a principal purpose of such assignment to circumvent the provisions of this Section 15, (B) Tenant shall, contemporaneously with such assignment, provide Landlord with a fully executed counterpart of any such assignment, which assignment shall comply with the provisions of this Section 15 and shall include the agreement by the assignee in form reasonably satisfactory to and approved in writing by Landlord, to assume all of the obligations of Tenant under this Lease and to be bound by all of the terms of this Lease, (C) on, and as of, the effective date of such assignment, Tenant shall not be in default under this Lease, whether or not any applicable grace or cure period shall have elapsed or expired, (D) Tenant shall continue to remain fully responsible and primarily liable for the payment of the rent and for compliance with all of Tenant's other obligations under this Lease, jointly and severally with such assignee, and (E) solely in the case of an event described in clause (2) of this sentence, the assignee has a net worth, financial strength and

creditworthiness at least as strong as that of TriColor Auto Group, LLC as of the Effective Date of this Lease and satisfactory evidence thereof is provided to Landlord. The term "Affiliate" shall mean and refer to any entity that controls, is controlled by, or is under common control with Tenant.

Section 16. Default by Tenant. The occurrence of any one or more of the following events shall constitute a default by Tenant under this Lease:

(a) Tenant shall fail to perform, observe or comply with any of the terms, provisions, agreements, covenants or conditions of this Lease or any guaranty now or hereafter executed relating to this Lease (other than the failure specified in Section 16(b)), such failure continuing for thirty (30) days after written notice from Landlord to Tenant of such failure; provided that Landlord shall not be required to provide such notice (x) with respect to any default which is by its nature incurable, or (y) with respect to any nonmonetary default, be obligated to provide such written notice more than two (2) times during the Term, the third such default not requiring such notice by Landlord;

(b) Tenant shall fail to pay to Landlord any rent or any other monetary charge due from Tenant hereunder as and when due and payable and such failure continues for a period of five (5) days following the date when Landlord gives written notice to Tenant; provided that if Landlord has given Tenant one (1) or more such notices in any calendar year, Landlord need give no further notice of Tenant's failure to pay any rent or other monetary charge due during that calendar year, and Tenant shall be in default under this Lease if Tenant fails to make any such payment when due;

(c) The interest of Tenant under this Lease shall be levied on under execution or other legal process;

(d) Any petition in bankruptcy or other insolvency proceedings shall be filed by or against Tenant, or any petition shall be filed or other action taken to declare Tenant a bankrupt or to delay, reduce or modify Tenant's debts or obligations or to reorganize or modify Tenant's capital structure or indebtedness or to appoint a trustee, receiver or liquidator of Tenant or of any property of Tenant, or any proceeding or other action shall be commenced or taken by any governmental authority for the dissolution or liquidation of Tenant;

(e) Tenant shall become insolvent, or Tenant shall make an assignment for the benefit of creditors, or Tenant shall make a transfer in fraud of creditors, or a receiver or trustee shall be appointed for Tenant or any of its properties;

(f) The admission by Tenant that it cannot meet its obligations as they become due;

(g) Tenant shall desert, abandon or vacate the Premises or any substantial portion thereof;

(h) Tenant shall fail to operate its business in the Premises for more than fifteen (15) days for any reason other than destruction or condemnation of the Premises; or

(i) The death or legal incapacity of Tenant if Tenant is an individual person or the termination, dissolution or liquidation of Tenant if Tenant is a corporation, partnership or other entity.

The term "Tenant" as used in this Section 16 shall be deemed to include any guarantor of, or any other person or entity primarily or secondarily liable for, any of the Tenant's obligations under this Lease.

Section 17. Landlord's Remedies. Upon the occurrence of any default by Tenant under this Lease, Landlord may, at its sole option, have the option to pursue any one or more of the following remedies without any notice or demand whatsoever, other than any notice expressly provided in this Lease (and without limiting the generality of the foregoing, Tenant hereby specifically waives notice and demand for payment of rent or other obligations due hereunder and waives any and all other notice or demand requirements imposed by applicable law):

(a) Terminate this Lease, and Landlord may forthwith repossess the Premises, in any lawful manner and without breach of the Peace, and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Premises, (ii) the cost of removing and storing Tenant's or any other occupant's property, (iii) the unpaid rent and any other sums accrued hereunder at the date of termination, (iv) a sum equal to the amount, if any, by which the present value of the total rent and other benefits which would have accrued to Landlord under this Lease for the remainder of the Term if the terms of this Lease had been fully complied with by Tenant, exceeds the total fair market rental value of the Premises for the balance of the Term (it being the agreement of the parties hereto that Landlord shall receive the benefit of its bargain), (v) the cost of restoring the Premises to the condition necessary to rent the Premises at the prevailing market rental rate, normal wear and tear excepted, (vi) any increase in insurance premiums caused by the vacancy of the Premises and (vii) any other sum of money or damages owed by Tenant to Landlord. The fair market rental value of the Premises shall be the prevailing market rental rate for similar space of similar size in similar buildings in the city where the Premises are located for a lease term equal to the remaining Term (without regard to any renewal option). In the event Landlord shall elect to terminate this Lease, Landlord shall at once have all the rights of reentry upon the Premises, without becoming liable for damages, or guilty of trespass.

(b) Terminate Tenant's right of occupancy of the Premises and reenter and repossess the Premises, without breach of the peace and in any lawful manner by entry, forcible entry or detainer suit or otherwise, without demand or notice of any kind to Tenant and without terminating this Lease, without acceptance of surrender of possession of the Premises, and without becoming liable for damages or guilty of trespass, in which event Landlord may, but shall be under no obligation to, relet the Premises or any part thereof for the account of Tenant (nor shall Landlord be under any obligation to relet the Premises before Landlord relets or leases any other property under the ownership or control of Landlord) for a period equal to or lesser or greater than the remainder of the Term on whatever terms and conditions Landlord, in Landlord's sole discretion, deems advisable. Tenant shall be liable for and shall pay to Landlord all rent payable by Tenant under this Lease (plus interest at the rate (the "Past Due Rate") of the lesser of (x) eighteen percent (18%) per annum and (y) the highest lawful rate allowed by

applicable law, on the unpaid balance from time to time of all past due rent from its due date until paid) plus an amount equal to (i) the cost of recovering possession of the Premises, (ii) the cost of removing and storing any of Tenant's or any other occupant's property left on the Premises after reentry, (iii) the cost of decorations, repairs, changes, alterations and additions to the Premises, (iv) the cost of any attempted reletting or reletting and the collection of the rent accruing from such reletting, (v) the cost of any brokerage fees or commissions payable by Landlord in connection with any reletting or attempted reletting, (vi) any other costs incurred by Landlord in connection with any such reletting or attempted reletting, (vii) the cost of any increase in insurance premiums caused by the termination of possession of the Premises and (viii) any other sum of money or damages owed by Tenant to Landlord, all reduced by any sums received by Landlord through reletting the Premises; provided that in no event shall Tenant be entitled to any excess of any sums obtained by reletting over and above rent provided in this Lease to be paid by Tenant to Landlord. For the purpose of such reletting, Landlord is authorized to decorate or to make any repairs, changes, alterations or additions in or to the Premises that may be necessary. Landlord may file suit to recover any sums falling due under the terms of this Section 17(b) from time to time, and no delivery to or recovery by Landlord of any portion due Landlord hereunder shall be any defense in any action to recover any amount not theretofore reduced to judgment in favor of Landlord. No reletting shall be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous default and/or exercise its rights under Section 17(a).

(c) Do whatever Tenant is obligated to do under the terms on this Lease and, if necessary enter upon the Premises to perform such acts; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, plus fifteen percent (15%) of such cost to cover overhead, plus interest on the unpaid balance of such sum from time to time outstanding at the Past Due Rate from the date incurred by Landlord until the date paid to Landlord, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action. No action taken by Landlord under this Section 17(c) shall relieve Tenant from any of its obligations under this Lease or from any consequences or liabilities arising from the failure to perform such obligations.

(d) Without waiving such default, apply all or any part of the security deposit, if any, to cure the default or to any damages suffered as a result of the default to the extent of the amount of damages suffered. Tenant shall reimburse Landlord for the amount of such depletion of the security deposit on demand.

(e) Disconnect, discontinue, interrupt or cause the interruption of any utility or service currently being furnished to Tenant including without limitation gas, water, electricity, air conditioning and heating.

(f) Change all door locks and other security devices of Tenant at the Premises, and Tenant hereby expressly agrees that Landlord shall not be required to affix any notice of any kind to the Premises or provide the new key to the Tenant at any hour, including Tenant's regular business hours, until such time as Tenant has cured any and all defaults

hereunder and reimbursed Landlord for all sums due Landlord hereunder. Landlord, on terms and conditions satisfactory to Landlord in its sole discretion, may upon request from Tenant's employees, enter the Premises for the purpose of retrieving therefrom personal property of such employees; provided that Landlord shall have no obligation to do so.

(g) Exercise any of the following remedies: enforcement of Landlord's statutory lien, enforcement of Landlord's contractual lien provided in this Lease, suit on the contract, suit for anticipatory breach and injunctive relief of all varieties.

(h) Exercise any or all other remedies available to Landlord in this Lease, at law or in equity.

Section 18. No Duty to Relet or Mitigate. Notwithstanding anything contained herein to the contrary, to the full extent permitted under applicable law, Tenant hereby releases Landlord from any and all duty to relet the Premises or otherwise mitigate damages. Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished, because of Landlord's failure to relet the Premises or collect rent due with respect to any such reletting. In no event shall Tenant be entitled to any excess rents received by Landlord. In the event, and only in the event, that (despite such waiver) Texas law requires Landlord to attempt to mitigate damages, Landlord shall use reasonable efforts to relet the Premises on such terms and conditions as Landlord in its good faith judgment may determine (including without limitation a term different than the Term, rental concessions, alterations and repair of the Premises); provided that Landlord shall not be obligated to relet the Premises before leasing any other property under the ownership or control of Landlord.

Section 19. Reentry. If Tenant fails to allow Landlord to reenter and repossess the Premises, Landlord shall have full and free license to enter into and upon the Premises, without breach of the peace and in any lawful manner, with or without process of law for the purpose of repossessing the Premises, expelling or removing Tenant and any others who may be occupying or within the Premises, removing any and all property therefrom and changing all door locks of the Premises. Landlord may take these actions without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, without accepting surrender of possession of the Premises by Tenant, and without incurring any liability for any damage resulting therefrom including without limitation any liability arising under Sections 93.002 and 93.003 of the Texas Property Code, as amended or superseded from time to time, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law or in equity, Tenant hereby waiving any right to claim damage for such reentry and expulsion including without limitation any rights granted to Tenant by Sections 93.002 and 93.003 of the Texas Property Code, as amended or superseded from time to time.

Section 20. Rights of Landlord in Bankruptcy. Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency, by reason of the expiration or termination of this Lease or the termination of Tenant's right of occupancy, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to in this Section 20. In the event that under applicable law the trustee in

bankruptcy or Tenant has the right to affirm this Lease and continue to perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmation of this Lease and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligations under this Lease.

Section 21. Waiver of Certain Rights. Tenant hereby expressly waives any and all rights Tenant may have under Sections 93.002 and 93.003 of the Texas Property Code (as amended or superseded from time to time) including without limitation its right to (a) either recover possession of the Premises or terminate this Lease, and (b) recover from Landlord an amount equal to the sum of its actual damages, one month's rent, and reasonable attorneys' fees, less any delinquent rents or other sums for which Tenant is liable. Tenant hereby waives any and all liens (whether statutory, contractual or constitutional) it may have or acquire as a result of a breach by Landlord under this Lease. Tenant also waives and releases any statutory lien and offset rights it may have against Landlord, including without limitation the rights conferred upon Tenant pursuant to Section 91.004 of the Texas Property Code, as amended or superseded from time to time, or other applicable law.

Section 22. Non-Waiver. Failure on the part of Landlord to complain of any action or nonaction on the part of Tenant, no matter how long the same may continue, shall not be deemed to be a waiver by Landlord of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Landlord shall be construed as a waiver of any of the other provisions hereof and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Landlord to or of any action by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

Section 23. Holding Over. In the event Tenant remains in possession of the Premises after the expiration the Term or earlier termination of this Lease without the execution of a new lease, then Tenant, at Landlord's option, shall be deemed to be occupying the Premises as a tenant at will at a base rental equal to one hundred fifty percent (150%) of the rent then in effect and shall otherwise remain subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a tenancy at will. No holding over by Tenant after the expiration or termination of this Lease shall be construed to extend the Term or in any other manner be construed as permission by Landlord to hold over. Tenant shall indemnify Landlord (y) against all claims for damages by any person to whom Landlord may have conveyed all or any part of the Premises, or to whom Landlord may have leased or licensed or granted an easement in all or any part of the Premises effective upon the termination or expiration of this Lease, and (z) for all other losses, costs and expenses, including reasonable attorneys' fees, incurred by reason of such holding over.

Section 24. Attorneys' Fees and Other Expenses. In the event either party hereto defaults in the faithful performance or observance of any of the terms, covenants, provisions, agreements or conditions contained in this Lease, the party in default shall be liable for and shall pay to the nondefaulting party all expenses incurred by such party in enforcing any of its

remedies for any such default, and if the nondefaulting party places the enforcement of all or any part of this Lease in the hands of an attorney, the party in default agrees to pay the non-defaulting party's reasonable attorneys' fees in such connection.

Section 25. Eminent Domain. If all or any part of the Premises shall be taken by condemnation or under threat of condemnation, either Landlord or Tenant, at its option, may terminate this Lease by giving a written termination notice to the other party in accordance with the provisions of Section 25 on or before sixty (60) days after such taking. If Landlord or Tenant does not so terminate this Lease, then this Lease shall continue in full force and effect as to the remainder of the Premises not taken. Landlord shall be entitled to any and all condemnation proceeds for the taking of the Premises.

Section 26. Landlord's Entry. Landlord may enter in and upon the Premises from time to time to inspect same, to show same to prospective purchasers or, during the last ninety (90) days of the Term, tenants and for any other purposes, provided that such entry (except in the case of emergency) shall be made only during reasonable business hours and in a manner so as not to unreasonably interfere with Tenant's use of the Premises.

Section 27. Notices. All notices required or permitted hereunder shall be in writing and may be given or served by depositing such notice with the United States postal service, certified mail with return receipt requested, postage prepaid, or by delivering same in person, addressed as follows:

To Landlord: Houston Auto Auction Properties, L.P.
6767 North Freeway
Houston, Texas 77076
Attention: Bette M. Bowers

With a copy to: Locke Lord LLP
2800 JPMorgan Chase Tower
Houston, Texas 77002
Attention: James W. Robertson

To Tenant: Ganas Holdings, LLC
545 E. John Carpenter Freeway, Suite 1900
Irving, Texas 75062
Attention: Daniel Chu

Notices so mailed shall be effective two (2) Business Days (defined below) after the date deposited with the United States postal service as required above. Notices given in any other manner shall be effective only if and when actually delivered at the address of the addressee. "Business Day" means a day other than a Saturday, a Sunday or a legal holiday when regular, first class mail is not scheduled to be delivered.

Section 28. Successors and Assigns. Subject to the provisions of Section 15, the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

Section 29. Subordination, Attornment, Estoppels. This Lease and Tenant's rights to the Premises are subject and subordinate to any mortgage, deed of trust or other lien, and any other matters of record presently existing against, or hereafter placed upon, the Premises. Upon foreclosure by the trustee or beneficiary under any such mortgage or deed of trust, Tenant will automatically become the tenant of any party succeeding to the interest of Landlord hereunder and agrees to attorn thereto. Upon request by Landlord or any trustee or beneficiary under any such mortgage or deed of trust, Tenant shall execute such agreements, including estoppel agreements and attornment agreements, as Landlord or such trustee or beneficiary may reasonably request, provided that same contain reasonable non-disturbance provisions reasonably acceptable to the mortgagee.

Section 30. Landlord's Liability. Any provisions of this Lease to the contrary notwithstanding, Tenant hereby agrees that no personal, partnership or corporate liability of any kind or character whatsoever now attaches or at any time hereafter under any condition shall attach to Landlord, its agents and representatives for payment of any amounts payable under this Lease or for the performance of any obligation under this Lease. The exclusive remedies of Tenant for the failure of Landlord to perform any of its obligations under this Lease shall be to proceed against the interest of Landlord in and to the Premises.

Section 31. Entire Agreement and Modification. This Lease constitutes the entire agreement between Landlord and Tenant and may be modified or amended only by a written document duly executed by both Landlord and Tenant.

Section 32. Governing Law and Severability. This Lease shall be governed by and construed in accordance with the laws of the State of Texas. All legal actions relating to this Lease shall be instituted in the courts of Harris County, Texas. If any provision hereof is invalid or unenforceable, then the remainder of this Lease shall not be affected thereby and shall remain in full force and effect.

Section 33. Quiet Enjoyment. Landlord covenants and warrants that while Tenant is not in default hereunder, Tenant shall and may peaceably and quietly enjoy, have, hold, occupy and use the Premises, and Landlord agrees to warrant and forever defend Tenant's right to use and possess the Premises against the claims of any and all persons whomsoever lawfully claiming or to claim all or any part of the Premises by, through, or under Landlord, but not otherwise, subject to the provisions of this Lease and the matters herein referred to.

Section 34. Brokers. Landlord and Tenant warrant and represent to the other that it has not dealt with any real estate broker and/or salesman in connection with the negotiation or execution of this Lease and no such broker or salesman has been involved in connection with this Lease, and each party agrees to defend, indemnify and hold harmless the other party from and against any and all costs, expenses, attorneys' fees or liability for any compensation, commission and charges claimed by any real estate broker and/or salesman due to acts of such party or such party's representatives.

Section 35. Signage. Except for signage requiring structural changes to the Premises, Tenant shall have the right to place or affix any signs or other objects on or about the Premises, including the roof or exterior walls of the Premises. Any signs installed by Tenant shall conform

with applicable laws and deed and other restrictions and shall be kept by Tenant in good clean condition and in proper operating order at all times. Tenant shall remove all signs at the expiration or termination of this Lease and shall repair any damage and close any holes caused or revealed by such removal.

LANDLORD HAS MADE NO REPRESENTATIONS OR WARRANTIES TO TENANT AS TO THE PHYSICAL CONDITION, COMMERCIAL SUITABILITY, LAYOUT, SQUARE FOOTAGE OF LAND OR IMPROVEMENTS, COSTS OR EXPENSES OF MAINTENANCE, OPERATION, UTILITIES, INSURANCE, TAXES OR ANY OTHER MATTER CONCERNING OR RELATING TO THE PREMISES, EITHER EXPRESS OR IMPLIED, AND LANDLORD AND TENANT EXPRESSLY DISCLAIM AND EXCLUDE (i) ANY REPRESENTATION OR IMPLIED WARRANTY BY LANDLORD THAT THE PREMISES ARE SUITABLE OR CONFIGURED FOR TENANT'S CONTINUING OR INTENDED COMMERCIAL USES AND PURPOSES, AND (ii) ANY OTHER REPRESENTATION OR WARRANTY BY OR ON BEHALF OF LANDLORD (EXPRESS OR IMPLIED) REGARDING THE PREMISES OR ANY ASPECT OR CHARACTERISTIC OF THEM. TO THE FULL EXTENT NOT PROHIBITED BY APPLICABLE LAW, TENANT EXPRESSLY WAIVES ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW THAT TENANT MIGHT OTHERWISE HAVE AGAINST LANDLORD RELATING TO THE SUITABILITY, USE, CHARACTERISTICS OR CONDITION OF THE PREMISES. LANDLORD AND TENANT EXPRESSLY AGREE THAT THERE ARE NO, AND SHALL NOT BE ANY, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF ANY OTHER KIND ARISING OUT OF THIS LEASE OR ANY DISCUSSIONS, CORRESPONDENCE OR COMMUNICATIONS BETWEEN LANDLORD AND TENANT RELATING DIRECTLY OR INDIRECT TO THIS LEASE OR THE PRIOR LEASE, AND THAT ALL EXPRESS OR IMPLIED WARRANTIES BY LANDLORD IN CONNECTION HERewith ARE EXPRESSLY DISCLAIMED AND WAIVED.

EXECUTED to be effective as of the Effective Date.

LANDLORD:

HOUSTON AUTO AUCTION PROPERTIES, L.P.,
a Texas limited partnership

By: Houston Auto Auction Management, L.L.C.,
a Texas limited liability company,
its General Partner

By: Bette M Bowers
Bette M. Bowers
Manager

TENANT:

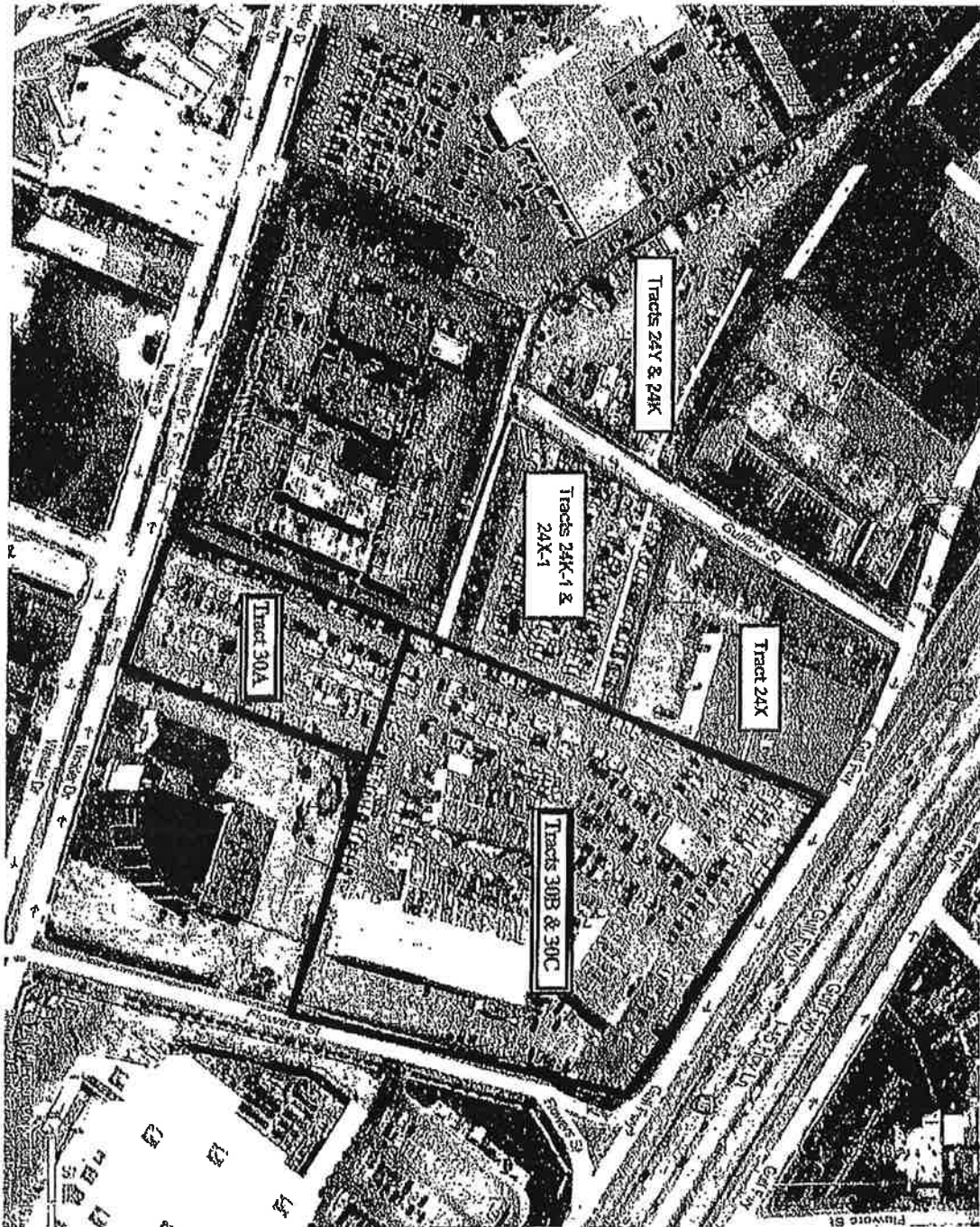
GANAS HOLDINGS, LLC,
a Texas limited liability company

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

Exhibit A - Premises

Exhibit A

Premises



Creditor: (22773538) Houston Auto Auction Properties, L.P. c/o Christie M. Lewis Hirsch & Westheimer, P.C. 1415 Louisiana Street, 36th Floor Houston, Texas 77002	Claim No: 76 <i>Original Filed</i> <i>Date:</i> 12/15/2025 <i>Original Entered</i> <i>Date:</i> 12/15/2025	Status: <i>Filed by:</i> CR <i>Entered</i> <i>by:</i> Christie Lewis <i>Modified:</i>
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Amount claimed: \$117133.00

History:

[Details](#) [76-1](#) 12/15/2025 Claim #76 filed by Houston Auto Auction
Properties, L.P., Amount claimed:
\$117133.00 (Lewis, Christie)

Description: (76-1) Past Rent plus prorated taxes for 2025

Remarks: