

Fill in this information to identify the case:

Debtor 1 Tricolor Holdings, LLC

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>3330 Fremont Street, LLC</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?	☒ No ☐ Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Garrick Smith / Munsch Hardt Kopf & Harr, PC</u> Name <u>500 N Akard St Ste 4000</u> Number Street <u>Dallas TX 75201</u> City State ZIP Code Contact phone _____ Contact email <u>gsmith@munsch.com</u> Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) <u>Ghassan Merhi</u> Name <u>2711 E. Sahara Avenue</u> Number Street <u>Las Vegas NV 89104</u> City State ZIP Code Contact phone _____ Contact email <u>gusnewport@hotmail.com</u>	
4. Does this claim amend one already filed?	☒ No ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?	☒ No ☐ Yes. Who made the earlier filing? _____		



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

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

7. How much is the claim? \$ 152,125.39. Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☐ No
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ 5,740.47

11. Is this claim subject to a right of setoff? ☒ No
☐ 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 12/17/2025
MM / DD / YYYY

DocuSigned by:



Signature BE29847C...

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

Name Ghassan Merhi
First name Middle name Last name

Title Manager

Company 3330 Fremont Street, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 2711 E. Sahara Avenue
Number Street

Las Vegas NV 89104
City State ZIP Code

Contact phone _____ Email gusnewport@hotmail.com

STATEMENT OF CLAIM ADDENDUM

A. Background

1. 3330 Fremont Street, LLC (“Landlord”) and Tricolor Auto Group, LLC (“TAG” or “Debtor-Tenant”) are parties to that certain Ground Lease dated May 13, 2019, which was subsequently amended by that certain *First Amendment* dated on or about March 12, 2024, for a 5-year term expiring on July 31, 2029 (collectively, the “Lease”) relating to certain non-residential real property located at 3330-3340 Fremon Street, APNs: 162-01-801-008; 009; 010 & 011, Las Vegas, Nevada 89104 (the “Property” or “Premises”). The Lease is guaranteed by Tricolor Holdings, LLC (the “Guarantor”).

2. The Lease is voluminous. Requests for a copy of the Lease may be directed to counsel for the Landlord, Garrick C. Smith, Munsch Hardt Kopf & Harr, P.C., 500 N. Akard St., Ste. 4000, Dallas, Texas 75201, e-mail: gsmith@munsch.com.

3. As of September 10, 2025 (the “Petition Date”), the Debtor-Tenant owed \$5,740.47 to the Landlord on account of prepetition accrued Minimum Rent (as defined in the Lease) and Additional Rent (as defined in the Lease) due and owing under the Lease.

4. On November 14, 2025, the Court entered its *Stipulation and Agreed Order for Lease Rejection* [Docket No. 375], rejecting the Lease as of November 14, 2025 (the “Rejection Date”).

B. Basis for Claim

Landlord asserts a total claim in at least the amount of **\$152,125.39**, which amount more specifically consists of the following:

1. Prepetition rent and obligations due and owing under the Lease: **\$5,740.47**;
2. Postpetition rent and obligations (subject to the statutory cap of one year of the remaining lease term under 11 U.S.C. § 502(b)(6)(A)): **\$146,384.92**.

Lease Month	Minimum Rent	Additional Rent	Total Rent
October 2025	\$12,500	\$865.41	\$13,365.41
November 2025	\$12,500	\$865.41	\$13,365.41
December 2025	\$12,500	\$865.41	\$13,365.41
January 2026	\$12,500	\$865.41	\$13,365.41
February 2026	\$12,500	\$865.41	\$13,365.41
March 2026	\$12,500	\$865.41	\$13,365.41
April 2026	\$12,500	\$865.41	\$13,365.41
May 2026	\$12,500	\$865.41	\$13,365.41
June 2026	\$12,500	\$865.41	\$13,365.41

July 2026	\$12,500	\$865.41	\$13,365.41
August 2026	\$13,000	\$865.41	\$13,865.41
September 2026	\$13,000	\$865.41	\$13,865.41
Subtotals	\$151,000	\$10,384.92	161,384.92
Setoff of security deposit: ¹ (\$15,000)			
TOTAL	\$146,384.92		

C. Reservation of Rights

1. Landlord expressly reserves the right to hereafter amend and/or supplement this Proof of Claim, at any time, in any manner, and for any purpose including, but not limited to, the fixing of or supplementation to the amounts reflected herein, and to assert rights of setoff or recoupment in relation to amounts, if any, determined to be owing by Landlord to the Debtor-Tenant and any of its debtor or non-debtor affiliates.

2. Landlord expressly reserves the right to assert that any or all of the amounts included in this Proof of Claim are entitled to administrative expense priority and to include any or all of such amounts in any requests for allowance and payment of administrative claim that Landlord may file in this Bankruptcy Case. By including amounts in this Proof of Claim, Landlord expressly does not waive the right to seek administrative expense priority for any or all such amount.

3. The Debtor-Tenant may be further liable to Landlord for certain amounts accruing after the Petition Date, including, but not limited to, certain amounts (including attorneys' fees) having administrative expense priority. Landlord expressly reserves the right to seek allowance and payment of such amounts separately.

4. Landlord specifically reserves the right to seek recovery of expenses related to making repairs and/or alterations to the Premises, attorneys' fees, and to seek indemnification from the Debtor-Tenant and/or Guarantor.

5. Landlord's filing of this Proof of Claim is not, and shall not be deemed or construed as, (a) a consent by Landlord to the jurisdiction of the Bankruptcy Court or any other court with respect to proceedings, if any, commenced in any case or contested matter against or otherwise involving Landlord; (b) a waiver or release of Landlord's right to trial by jury in the Bankruptcy Court or any other court in any proceeding involving any of the matters set forth herein or related hereto; (c) consent by Landlord to a jury trial in the Bankruptcy Court or any other court in any other proceeding involving any of the matters set forth herein or related hereto; (d) a waiver or release of Landlord's right to have any non-core proceedings determined by the United States District Court under de novo review; (e) a waiver of Landlord's right to seek withdrawal of the

¹ *Stipulation and Agreed Order for Lease Rejection* [Docket No. 375], § 3.

United States District Court's referral of the Bankruptcy Case and/or any proceedings related to the Bankruptcy Case to the Bankruptcy Court; and (f) an election of remedies.

6. This Statement of Claim is expressly incorporated by reference into, and thereby made a part of, Landlord's Proof of Claim against the Debtor-Tenant and/or Guarantor.