

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

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else? No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>ACV Capital LLC</u> <u>c/o Janelle Mason Mikac</u> Name <u>640 Ellicott Street, Suite 321</u> Number Street <u>Buffalo NY 14203</u> City State ZIP Code Contact phone <u>954-205-5345</u> Contact email <u>jmikac@acvauctions.com</u>	Name Number Street City State ZIP Code Contact phone _____ Contact email _____

RECEIVED
JAN 21 2026

VERITA GLOBAL

Uniform claim identifier (if you use one):

4. Does this claim amend one already filed? No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____ / MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim? No
 Yes. Who made the earlier filing? _____



253348726012100000000017

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? \$ 18,346,637.05, plus interest and fees (see attached addendum) 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.

See attached addendum

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

RECEIVED
JAN 21 2026
VERITA GLOBAL

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

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

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

- No
 Yes. Check one:

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

- | | |
|---|---|
| <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | Amount entitled to priority
\$ _____ |
| <input type="checkbox"/> 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). | \$ _____ |
| <input type="checkbox"/> 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). | \$ _____ |
| <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | \$ _____ |
| <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | \$ _____ |
| <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. | \$ _____ |

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

Part 3: Sign Below

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

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

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

Check the appropriate box:

- I am the creditor.
 I am the creditor's attorney or authorized agent.
 I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
 I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 01/06/2026
MM / DD / YYYY



Signature

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

Name Janelle Mason Mikac
First name Middle name Last name

Title Assistant General Counsel, Litigation & Employment

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

Address 640 Ellicott Street, Suite 321
Number Street

Buffalo NY 14203
City State ZIP Code

Contact phone 954-205-5345 Email jmikac@acvauctions.com

RECEIVED

JAN 21 2026

VERITA GLOBAL

**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)

(Jointly Administered)

**ADDENDUM TO PROOF OF CLAIM OF ACV CAPITAL LLC
AGAINST TRICOLOR HOLDINGS, LLC (CASE NO. 25-33487)**

1. Claimant. ACV Capital LLC (“ACV”) files this proof of claim and addendum (the “Proof of Claim”) on behalf of itself as the holder of claims against Debtor Tricolor Holdings, LLC (“TriColor Holdings”). ACV holds secured claims against Tri Color Holdings’ affiliated Debtor Tricolor Auto Group, LLC (“TAG”). As described in more detail below, TriColor Holdings guaranteed the TAG Claims (as defined below).

2. Prepetition Transaction Between the Parties. Prior to September 10, 2025 (the “Petition Date”), ACV and Tricolor Holdings were party to that certain *Guarantee* dated November 15, 2024 (as may have been amended from time to time, the “Guarantee”). Pursuant to the *Guarantee*, Tricolor Holdings, as guarantor, unconditionally and absolutely guaranteed (i) the full and prompt payment, whether by acceleration or otherwise, of any obligations of TAG or any of TAG’s subsidiaries or affiliates to ACV, including the TAG Claims (as defined in the *Guarantee*, the “Obligations”) and (ii) the full and prompt performance of all terms, covenants,

¹ The Debtors in these chapter 7 cases are reported as follows: Tricolor Holdings, LLC, TAG Intermediate Holding Company, LLC, Tricolor Auto Group, LLC, Tricolor Auto Acceptance, LLC, Tricolor Insurance Agency, LLC, Tricolor Home Loans LLC dba Tricolor Mortgage, Tricolor Real Estate Services, LLC, TAG California Holding Company, LLC, Flexi Compras Autos, LLC, TAG California Intermediate Holding Company, LLC, Tricolor California Auto Group, LLC, Tricolor California Auto Acceptance, LLC, Risk Analytics LLC, Tricolor Tax, LLC, Tricolor Financial, LLC, Tricolor Auto Receivables LLC, TAG Asset Funding, LLC, and Apoyo Financial, LLC.

conditions, and agreements related to the Obligations. Pursuant to the Guarantee, Tricolor Holdings also agreed to pay all expenses, including attorneys' fees and court costs, borne by ACV in connection with collecting on the Obligations or enforcing the Guarantee, plus interest.

3. Prepetition Obligations Between ACV and TAG. ACV and TAG were party to that certain *Loan and Security Agreement* dated November 15, 2024 (the "2024 Loan Agreement") and that certain *Loan and Security Agreement* dated May 15, 2025 (as amended from time to time, the "2025 Loan Agreement," and together with the 2024 Loan Agreement, the "Loan Agreements"). Pursuant to the Loan Agreements, ACV provided capital to TAG for the acquisition of vehicles, including for acquisitions on an online marketplace operated by ACV's publicly traded affiliate, ACV Auctions Inc., dedicated to the sale of cars on a wholesale basis among commercial buyers. As of the Petition Date, the outstanding principal amount of the Obligations was \$18,346,637.05, plus all interest, fees, costs and other amounts due and owing under the ACV Loan Documents (as defined below). TAG was and remains in default under the Loan Agreements and has not repaid the Obligations.

4. Chapter 7 Filing. The Debtors (including both TriColor Holdings and TAG) each filed voluntary petitions for relief in the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court") under chapter 7 of title 11 of the United States Code (the "Bankruptcy Code") on the Petition Date. On or about the Petition Date, the Office of the United States Trustee appointed Anne Elizabeth Burns as the chapter 7 trustee (the "Trustee") for the estate of the Debtors.

5. Claim. Pursuant to the Loan Agreements and related security documents (collectively, the "ACV Loan Documents"), TAG is indebted to ACV in the principal amount of \$18,346,637.05, plus all interest, fees, costs and other amounts due and owing under the ACV

Loan Documents (collectively, the "TAG Claims"). ACV hereby asserts the full amount of the TAG Claim against TriColor Holdings pursuant to the Guarantee (the "Guarantee Claim").

6. Judgments. No judgment has been rendered with respect to the Guarantee Claim.

7. Credit and Setoffs. The Guarantee Claim is not subject to any setoffs, defenses or counterclaims by TriColor Holdings. To the extent TriColor Holdings asserts claims against ACV, ACV reserves the right to assert that such claims are subject to rights of setoff and/or recoupment.

8. Supporting Documents. Copies of the Guarantee and ACV Loan Documents are not attached hereto due to their confidential nature but will be provided to the Trustee by email. Upon request, ACV will provide copies of these documents on a confidential basis to any party in interest (subject to any confidentiality and other legal restrictions).

9. Amendments. The TAG Claims continue to increase over time, including as a result of the continued accrual of interest as well as the costs of collection being incurred by ACV. ACV expressly reserves its right to file any separate or additional proof of claim with respect to the Obligations and the Guarantee Claim or otherwise (which proof of claim, if so filed, shall not be deemed to supersede this Proof of Claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including any contingent or unliquidated claim set forth herein or in the ACV Loan Documents, or to file additional proofs of claim in respect of additional amounts for any other reason.

10. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of ACV's rights against any other entity or person liable for all or any part of the Obligations or the Guarantee Claim asserted herein; (b) a consent by ACV to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving ACV; (c) a waiver of the right to move to withdraw the reference

with respect to the subject matter of the Obligations or the Guarantee Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving ACV; (d) a waiver or release by ACV of any right to trial by jury, or a consent by ACV to the trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination or recharacterization, in favor of ACV, of indebtedness or liens held by any other creditors of TriColor Holdings or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) a waiver of any right to assert that any portion of the Obligations or the Guarantee Claim is an administrative expense; (h) a waiver of any past, present, or future default or event of default; (i) a waiver of any indebtedness owed to or rights held by ACV with respect to any Debtor or non-Debtor affiliate or other entity, including but not limited to TAG; or (j) a waiver of any rights to fees, indemnity, costs, and expenses under the ACV Loan Documents. ACV reserves its right to supplement and/or support the Guarantee Claim, or respond to any objections thereto, with additional materials. ACV expressly preserves all procedural and substantive defenses with respect to any claim that may be asserted against ACV. To the extent there is a conflict between anything in this Proof of Claim and the ACV Loan Documents, the terms and conditions of the ACV Loan Documents, as applicable, shall govern.

11. Notices. All notices with respect to the Proof of Claim should be sent to:

ACV Capital LLC
Attn: Janelle Mason Mikac
640 Ellicott Street, Suite 321
Buffalo, NY 14203
United States
Tel: 1.954.205.5345
Email: jmikac@acvauctions.com

with a copy to:

Jennifer Feldsher
Jason Alderson
Morgan, Lewis & Bockius LLP
101 Park Ave.
New York, NY 10178-0060
United States
Tel: 1.212.309.6017
Email: jennifer.feldsher@morganlewis.com
jason.alderson@morganlewis.com