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Counsel to the Chapter 7 Trustee

**IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE NORTHERN DISTRICT OF TEXAS
 DALLAS DIVISION**

)	
In re:)	Chapter 7
)	
TRICOLOR HOLDINGS, LLC, <i>et al.</i> , ¹)	Case No. 25-33487 (MVL)
)	
Debtors.)	
)	

**TRUSTEE’S APPLICATION FOR ENTRY OF ORDER AUTHORIZING
 EXPANDED SCOPE OF RETENTION AND EMPLOYMENT OF KURTZMAN
 CARSON CONSULTANTS, LLC DBA VERITA GLOBAL
AS CLAIMS AND NOTICING AGENT**

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



NO HEARING WILL BE CONDUCTED HEREON UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT EARLE CABELL FEDERAL BUILDING, 1100 COMMERCE STREET, RM. 1254 DALLAS, TX 75242-1496 BEFORE CLOSE OF BUSINESS ON MARCH 6, 2026, WHICH IS AT LEAST TWENTY-ONE (21) DAYS FROM THE DATE OF SERVICE HEREOF.

ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE CLERK, AND A COPY SHALL BE SERVED UPON COUNSEL FOR THE MOVING PARTY PRIOR TO THE DATE AND TIME SET FORTH HEREIN. IF A RESPONSE IS FILED, A HEARING MAY BE HELD WITH NOTICE ONLY TO THE OBJECTING PARTY

IF NO HEARING ON THE APPLICATION IS TIMELY REQUESTED, THE RELIEF REQUESTED SHALL BE DEEMED TO BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT OR THE NOTICED ACTION MAY BE TAKEN.

Anne Elizabeth Burns, solely in her capacity as the duly appointed chapter 7 bankruptcy trustee (the “Trustee”) for Tricolor Holdings, LLC and its various debtor affiliates (collectively, the “Debtors”), by and through her undersigned counsel, hereby files this *Trustee’s Application for Entry of Order Authorizing the Expanded Scope of Retention and Employment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent* (the “Application”), seeking entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), granting the relief described below. In support of the Application, the Trustee respectfully represents as follows:

RELIEF REQUESTED

1. By the Application, the Trustee respectfully requests entry of the Proposed Order authorizing the expansion of the scope of services which Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”) is currently retained and employed to provide to the Trustee, in accordance with the terms and conditions set forth in that certain services agreement, a copy of which is attached as **Exhibit B** (the “Expanded Services Agreement”).

JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the Northern District of Texas (the “Court”) has jurisdiction over the above-captioned cases and the Application pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984, entered by the United States District Court for the Northern District of Texas. This matter is a core proceeding under 28 U.S.C. § 157(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The legal predicates for the relief requested herein are 28 U.S.C. § 156(c), section 105(a), 327(a) and 503(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016 of the *Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas* (the “Local Rules”).

BACKGROUND

4. On September 10, 2025 (the “Petition Date”), the Debtors commenced their chapter 7 cases (the “Chapter 7 Cases”) by filing voluntary petitions for relief under chapter 7 of the Bankruptcy Code in the Court.

5. On September 10, 2025, the Office of the United States Trustee for Region 6 (the “U.S. Trustee”) appointed the Trustee in the Chapter 7 Cases.

6. On October 7, 2025, the Trustee filed the *Trustee’s Application for Entry of an Order Authorizing the Retention and Employment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent, Effective as of October 1, 2025* [Docket No. 160] (the “Original Application”), seeking entry of an order authorizing the retention and employment of Verita as the claims and noticing agent, effective as of October 1, 2025, in accordance with the

terms and conditions set forth in that certain services agreement attached thereto (the “Initial Services Agreement”).

7. On October 28, 2025, the Trustee filed the *Supplement to Trustee’s Application for Entry of an Order Authorizing the Retention and Employment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent, Effective as of October 1, 2025* [Docket No. 281] to correct certain statements in paragraph 17 of the Original Application and to provide certain supplemental information.

8. On November 5, 2025, the Trustee filed a certificate of no objection with respect to the Original Application [Docket No. 324] and shortly thereafter, the Court entered an *Order Granting the Trustee’s Application for Entry of an Order Authorizing the Retention and Employment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent, Effective as of October 1, 2025* [Docket No. 349] (the “Initial Order”).

9. The Trustee files this Application to request authorization to expand the scope of services currently provided to the Trustee by Verita pursuant to the Initial Services Agreement and authorized by the Initial Order.

THE EXPANSION OF VERITA’S SERVICES IS WARRANTED

10. Verita is one of the country’s leading bankruptcy administrative service providers with expertise in noticing, balloting, and claims processing. Verita has proven to be essential to the Trustee’s administration of the Chapter 7 Cases and has provided valuable services during its retention thus far. Verita has developed an integration with Valid8 Financial, Inc. (“Valid8”), a cloud-based verified financial intelligence platform, to support financial investigations and facilitate tracing the flow of funds. Under Verita’s agreement with Valid8, Verita is able to offer these services to its clients such as the Trustee.

11. The Trustee believes that the expansion of Verita's retention to include the Valid8 software will be extremely useful to the Trustee and her administration of the Chapter 7 Cases.

A. Scope of Services

12. The supplemental terms of Verita's proposed retention expansion are set forth in the Expanded Services Agreement.

13. Subject to further order of the Court and in accordance with the Initial Services Agreement and the Expanded Services Agreement, Valid8, through its integration with Verita, will provide the following services (collectively, the "Expanded Services"), at the request of the Trustee:

i. Valid8/Verita Account Management² Services

1. Add and maintain user accounts in Valid8 for Client
2. Add Case Engagement into Valid8
3. Associate user accounts with Case Engagement

ii. Valid8 LOAD Services

1. Receive Bank Statements from the Client for the Case Engagement
2. Create and organize each bank account in Valid8 to associate with the bank statements
3. Load bank statements through Valid8, once for transactions and once for checks

iii. Valid8 CONFIRM Services

1. Provide gaps only for missing monthly bank statements
2. Initial clean-up of data in Valid8
3. Verita will review out-of-balance accounts by month by performing the following.
 - a. Verita will verify the start and end statement dates for each month in Valid8.
 - b. Verita will correct and notate any misread items from bank statements into Valid8.
 - c. Verita will provide initial statement notes on potential causes of the out-of-balance month, such as missing pages in a month's bank statement.

² Capitalized terms used but not otherwise defined in this paragraph 13 have the meaning ascribed to them in the Expanded Services Agreement.

- d. Verita will not provide initial statement notes if the imbalance cannot be determined by simply looking at the bank statement.

iv. Valid8 MATCH Services

1. Transfer Match

- a. Leave transfers as To Approve, Approve, or Reject from the initial Valid8 AI matches for transfers between accounts
- b. Verita will only approve matches where the from and to accounts are listed and match on both statements, and the dollar amount matches. All other transfers will be left as To Approve.
- c. Verita will not Reject any transfer.

2. Check Image Match

- a. Valid8 will verify that the check image amount matches what is listed on the bank statement. Valid8 lists those as Matched items.
- b. Checks that did not match are left as To Match.
- c. Verita will review the initial To Match checks and determine whether Valid8 could have matched them. If a match could have been made, Verita would match the check.

- 3. Verita will not make any judgment decisions while matching checks or transfers.

v. Valid8 REVIEW AND ANALYZE Services

1. Bank Transactions

- a. Verita can create custom filters and or stories within Valid8.
- b. Verita will train the Client to create custom filters and stories to review transaction data.

2. Visualizations - Verita will train the Client in using Valid8's Visualization tool.

3. Exports - Verita will train and assist with creating custom transaction exports.

vi. Valid8 REPORTING Services

- 1. Verita will provide access to and training on all Valid8 reporting features.

B. Professional Compensation

14. The Trustee requests that the undisputed fees and expenses incurred by Verita in connection with the performance of the Expanded Services be treated as administrative expenses of the Debtors' estates pursuant to Bankruptcy Code section 328, 330(a), 331, 503(b), and 507(a)

and be paid in the ordinary course of business pursuant to the Expanded Services Agreement without further application to or order of the Court.

15. Verita agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve, no less frequently than monthly, invoices on the Trustee, the U.S. Trustee, counsel for the Trustee and any party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Expanded Services Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from this Court.

16. Verita and Valid8 are engaged in a separate arrangement in connection with the integrated system of services that the Trustee is not party to. The Trustee only seeks to expand the services that are currently provided by Verita to include the integrated system of services that Valid8 provides. The Trustee will not be retaining or making payments to Valid8.

C. Verita's Disinterestedness

17. Verita has already reviewed its conflict system to determine whether it has any relationships with the creditors and parties in interest provided by the Trustee, in connection with the Original Application and the Initial Order.

18. To the best of the Trustee's knowledge, information, and belief, Verita has represented that it neither holds nor represents any interest materially adverse to the Trustee or the Debtors' estates in connection with its current retention or the Expanded Services.

19. Verita will continue to supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

20. To be clear, the Trustee is not seeking to retain or employ Valid8 in its own capacity, and will not have any agreement directly with Valid8 that would require an analysis of its disinterestedness in connection with the Expanded Services.

BASIS FOR RELIEF REQUESTED

21. The Trustee submits that the expansion of Verita's scope of services under its retention is both necessary and in the best interests of the Debtors' estates and creditors because the Trustee will be relieved of the burdens associated with the Expanded Services, and the Expanded Services will be undertaken more efficiently. Accordingly, the Trustee will be able to devote her full attention and resources to her duties as the Trustee in these Chapter 7 Cases.

22. Further, the Trustee submits that including the Expanded Services in the retention of Verita under the terms described herein is appropriate under Bankruptcy Code section 327(a), which allows the Trustee, with the Court's approval, to employ professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title." As discussed herein, Verita does not hold an interest adverse to the estate, is a "disinterested person," and will assist the Trustee in carrying out her duties.

23. The Trustee submits that for all the reasons stated above, expanding the scope of Verita's retention to include the Expanded Services is warranted.

NOTICE

24. Notice of the Application has been provided to (i) the Debtors, (ii) the U.S. Trustee, and (iii) those persons who have requested notice pursuant to Bankruptcy Rule 2002. The Trustee submits that, in light of the nature of the relief requested, no other or further notice need be given.

NO PRIOR REQUEST

25. No previous request for the relief sought herein has been made to this or any other court.

[Remainder of page left intentionally blank]

CONCLUSION

WHEREFORE, the Trustee respectfully requests that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as may be just and proper.

Dated: February 13, 2026
Dallas, Texas

/s/ Charles R. Gibbs

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Counsel to the Chapter 7 Trustee

CERTIFICATE OF SERVICE

I do hereby certify that on February 13, 2026, a true and correct copy of the foregoing application was served via CM/ECF for the United States Bankruptcy Court for the Northern District of Texas on all parties authorized to receive electronic notice in the Chapter 7 Cases.

/s/ Charles R. Gibbs
Charles R. Gibbs

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:)	
)	Chapter 7
TRICOLOR HOLDINGS, LLC, <i>et al.</i> , ¹)	Case No. 25-33487 (MVL)
)	
Debtors.)	
)	

**ORDER GRANTING TRUSTEE’S APPLICATION FOR ENTRY OF ORDER
AUTHORIZING EXPANDED SCOPE OF RETENTION AND EMPLOYMENT
OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS
CLAIMS AND NOTICING AGENT**

Upon the Application² for entry of an order (this “Order”), authorizing the expansion of the scope of services for the retention and employment of Kurtzman Carson Consultants, LLC dba

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

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

Verita Global (“Verita”) as claims and noticing agent to the Trustee effective as of October 1, 2025, in accordance with the Expanded Services Agreement, all as more fully set forth in the Application; and the Court being satisfied, based on the representations made in the Application, that (a) Verita does not hold or represent an interest adverse to the Debtors’ estates and (b) Verita continues to be a “disinterested person” as defined in Bankruptcy Code section 101(14) and as required by Bankruptcy Code section 327(a); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984 entered by the United States District Court for the Northern District of Texas; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Application in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the opportunity to object to and for hearing on the Application having been given under the particular circumstances; and it appearing that no hearing is necessary on the Application absent the filing of an objection thereto; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Application is approved, as set forth herein.

2. The terms of the Expanded Services Agreement, including without limitation, the rates of Verita professionals set forth therein and in the Application, are reasonable and are hereby approved.

3. The Trustee is authorized, but not directed, to expand the scope of services included in the retention and employment of Verita by the Trustee in the Chapter 7 Cases effective as of January 9, 2026, in accordance with the Expanded Services Agreement, the Application, and this Order, to perform the Expanded Services described in the Application, pursuant to Bankruptcy Code section 327(a), Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1.

4. Verita may not sell bankruptcy data obtained through its integration with Valid8, or through any aspect of the Expanded Services.

5. Verita shall review its files periodically during the pendency of the Chapter 7 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Verita shall use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

6. Verita shall provide detailed invoices setting forth the services provided and the rates charged on a monthly basis to the Trustee, her counsel, the Office of the United States Trustee, and any party in interest who specifically requests service of the monthly invoices in writing (the "Notice Parties").

7. Verita shall not be required to file fee applications for the Expanded Services. Upon dispute of Verita's invoices, the Trustee is authorized to compensate and reimburse Verita for all undisputed amounts in the ordinary course in accordance with the terms of the Expanded Services Agreement; provided however, that the Notice Parties shall have a period of ten (10) calendar days

to object to the amount of such invoice prior to the Trustee's payment of such amounts or such shorter time as agreed by the Notice Parties. If any dispute arises and cannot be resolved after conferring in good faith, Verita or the Trustee shall file a short form fee application with respect to the disputed portion of the fees and describe the nature of the dispute. Unless otherwise ordered, the Court shall determine the allowance of the disputed fees as part of the final fee application process, applying a reasonableness analysis. All amounts due to Verita will be treated as section 503(b) administrative expenses.

8. Verita is authorized to take such other actions as are necessary to comply with all duties and provide the services set forth in the Application and the Expanded Services Agreement.

9. In the event of any inconsistency between the Expanded Services Agreement, the Application, and this Order, this Order shall govern.

10. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

11. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Order. The scope of Verita's services may be altered only on separate motion and further order of this Court.

END OF ORDER

Submitted by:

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Marcus A. Helt (TX Bar No. 24052187)
Grayson Williams (TX Bar No. 24124561)
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Counsel to the Chapter 7 Trustee

EXHIBIT B

Expanded Services Agreement



VERITA AGREEMENT FOR VALID8 SERVICES

This Agreement is entered into as of January 9, 2026, between Anne Burns, Chapter 7 Trustee (together with its affiliates and subsidiaries, the “Client”), and Verita Global, LLC (together with its affiliates and subcontractors, “Verita”).

Verita has developed an integration with Valid8 Financial, Inc.’s cloud-based verified financial intelligence platform to support financial investigations and facilitate tracing the flow of funds. Under Verita’s agreement with Valid8, Verita is able to offer such services to its clients as set forth herein.

In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SERVICES. Verita agrees to provide the Client with consulting and support services regarding Valid8 services as set forth in Exhibit A and any other services agreed upon by the parties in writing (the “Services”).

The Client acknowledges and agrees that Verita will often take direction from the Client’s representatives, employees, agents and/or professionals (collectively, the “Client Parties”) with respect to the Services being provided under this Agreement. The parties agree that Verita may rely upon, and the Client agrees to be bound by, any requests, advice or information provided by the Client Parties to the same extent as if such requests, advice or information were provided by the Client. The Client agrees and understands that Verita shall not provide the Client or any other party with any legal or tax advice.

II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Client agrees to pay Verita for the Services at the rate of \$0.42 per VPU.¹ Based on the assumptions and estimate provided in Verita’s Proposal, the estimated amount of VPUs for this engagement is between 150,000 to 300,000 VPUs (approximately 5,000 VPUs per month of data) with a total estimated maximum billable amount of \$126,000 for a five-year lookback period of transactions. Based on this, the estimated cost would be between \$63,000 and \$126,000. Verita’s prices are generally adjusted periodically to reflect changes in the business and economic environment. Verita reserves the right to reasonably increase its prices, charges and rates annually. If any price increases exceed 10%, Verita will give thirty (30) days written notice to the Client.

C. Where the Client requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not included in the Services, the cost of such services shall be charged to the Client at a competitive rate as mutually agreed by the parties.

D. Verita agrees to submit its invoices to the Client monthly and the Client agrees that the amount invoiced is due and payable upon the Client’s receipt of the invoice or as soon as practicable following

¹ “VPU” or “Valid8 Processing Unit” is a unit of measurement used to determine consumption-based pricing based on the type of file from which data is extracted, as set forth below:

Bank/Credit Card Transactions: 1 VPU
Check/Deposit Image Items: 2 VPUs
Brokerage Statements: 20 VPUs
ERP File Upload Bank/Check Item CSV Lines: .25 VPU



applicable court approval. If any amount is unpaid as of thirty (30) days past the date payment is due, the Client further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days.

F. The price for the Services represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Client. Services are mutually exclusive and are deemed delivered and accepted by the Client when provided by Verita.

III. VALID8 REQUIRED TERMS AND RIGHTS OF OWNERSHIP. The attached Exhibit B contains required terms of service for use of the Valid8 services as provided by Verita (the "Required Terms") and is hereby incorporated into this Agreement in its entirety.

Other than as provided in the Required Terms, the parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

The Client further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita's performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Client do not vest in the Client any rights in such property, it being understood that such property is only being made available for the Client's use during and in connection with the services provided by Verita under this Agreement.

IV. CONFIDENTIALITY. Each of Verita and the Client, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

V. SUSPENSION OF SERVICE AND TERMINATION. Subject to the Required Terms, this Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Client, (ii) the failure of the Client to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services where Verita reasonably believes it will not be paid.

In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Client to maintain an orderly transfer of record keeping functions. The Client agrees to pay for such services in accordance with Verita's then existing prices for such services.



VI. LIMITATIONS OF LIABILITY

A. Except as provided herein, Verita's liability to the Client or any person making a claim through or under the Client for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed to the Client. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement.

B. The Client is responsible for the accuracy of the programs, data and information it or any Client Party submits for processing to Verita and for the output of such information. Verita does not verify information provided by the Client. The Client agrees to initiate and maintain backup files that would allow the Client to regenerate or duplicate all programs, data and information submitted by the Client to Verita.

C. The Client agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

VII. FORCE MAJEURE. Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

VIII. INDEPENDENT CONTRACTORS. The Client and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

IX. APPLICABLE LAW. The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

X. ENTIRE AGREEMENT; MODIFICATIONS. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Client represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Client and an officer of Verita.

XI. COUNTERPARTS; EFFECTIVENESS. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been



signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XII. ASSIGNMENT. This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with such consent not to be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

VERITA GLOBAL, LLC

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

BY: Jason Eder
TITLE: Executive Vice President, Trustee & Fiduciary Services

Anne Burns, Chapter 7 Trustee

A handwritten signature in blue ink, appearing to read "Anne Burns, Trustee", written over a horizontal line.

BY:
TITLE:



EXHIBIT A

SERVICES

Valid8/Verita Account Management

- Add and maintain user accounts in Valid8 for Client
- Add Case Engagement into Valid8
- Associate user accounts with Case Engagement

Valid8 LOAD

- Receive Bank Statements from the Client for the Case Engagement
- Create and organize each bank account in Valid8 to associate with the bank statements.
- Load the bank statements twice through Valid8, once for transactions and once for checks. This is a two-step process.

Valid8 CONFIRM

- Provide gaps only for missing monthly bank statements.
- Initial clean up of data in Valid 8
 - Verita will review out-of-balance accounts by month by performing the following.
 - Verita will verify the start and end statement dates for each month in Valid8.
 - Verita will correct and notate any misread items from bank statements into Valid8.
 - Verita will provide initial statement notes on potential causes of the out-of-balance month, such as missing pages in a month's bank statement.
 - Verita will not provide initial statement notes if the imbalance cannot be determined by simply looking at the bank statement.

Valid8 MATCH

- Transfer Match
 - Leave transfers as To Approve, Approve, or Reject from the initial Valid8 AI matches for transfers between accounts.
 - Verita will only approve matches where the from and to accounts are listed and match on both statements, and the dollar amount matches. All other transfers will be left as To Approve.
 - Verita will not Reject any transfer.
- Check Image Match
 - Valid8 will verify that the check image amount matches what is listed on the bank statement. Valid8 lists those as Matched items.
 - Checks that did not match are left as To Match.
 - Verita will review the initial To Match checks and determine whether Valid8 could have matched them. If a match could have been made, Verita would match the check.
 - Verita will not make any judgment decisions while matching checks or transfers.

Valid8 REVIEW AND ANALYZE

- Bank Transactions
 - Verita can create custom filters and or stories within Valid8



Verita will train the Client to create custom filters and stories to review transaction data.
Visualizations - Verita will train the Client in using Valid8's Visualization tool.
Exports - Verita will train and assist with creating custom transaction exports.

Valid8 REPORTING

Verita will provide access to and training on all Valid8 reporting features.

Client is not requesting any Valid8 Accounting Extracts, Cash Match, or Ledger Trace products. Any of these products will have to be priced separately.



EXHIBIT B

REQUIRED CUSTOMER TERMS

These Required Customer Terms (“**RCT**”) govern Customer’s use of the Valid8 services (the “**Services**”) and are mandatory pass-through terms that Valid8 requires be included in each Customer Agreement between Customer and Verita (“**Reseller**”). These RCT are deemed incorporated by reference into the Customer Agreement to which these RCT are attached.

Definitions.

“**Customer**” means the entity that has contracted with Reseller to purchase the right to access and use the Services, the use of which is subject to the conditions of these RCT.

“**Customer Agreement**” means a binding agreement between Customer and Reseller under which Customer receives the right to access and use the Services.

“**IPR**” means any and all intellectual property, proprietary, and other rights protecting intangible property throughout the world, including all copyrights, trademarks, service marks, trade secrets, patents (and patent applications), moral rights, rights in data and databases, contract rights, and any other legal rights protecting data or information.

“**Order Form**” means the ordering document for the Services to be provided under the Customer Agreement between Customer and Reseller (which incorporates these RCT by reference).

“**Reseller**” means Verita Global, LLC, the entity that has contracted directly with Valid8 to resell the Services to its Customers and the entity that has contracted directly with Customer for the sale of Services.

“**Reseller Agreement**” means Reseller’s agreement with Valid8, authorizing Reseller to offer and distribute the Services to Customer.

“**Valid8**” means Valid8 Financial, Inc., a Delaware corporation with its principal place of business at 1425 Pearl Street, 2nd Floor Boulder, CO 80302.

“**VFI Platform**” means Valid8’s cloud-based verified financial intelligence platform.

“**Valid8 Technology**” means (1) the VFI Platform, (2) all software, hardware and other technology used in the implementation, testing, maintenance, support, hosting, or operation of the VFI Platform, (3) all inventions, conceptions, discoveries, works of authorship, or other developments resulting from any Services, and (4) all IPR in and relating to each of the foregoing.

“**Services**” means the consulting or other professional services, if any, set forth in each Order Form.



USE OF OFFERINGS.

Access and Use. Subject to these RCT, and the terms of each Order Form and Customer Agreement, Customer may access and use the Services and VFI Platform as set forth in each Order Form.

Restrictions. As an express condition to the rights granted to Customer under these RCT, Customer will not and will not permit any other party to: (a) use or access any Valid8 Technology or any portion thereof, except as expressly provided in this Agreement; (b) modify, adapt, alter, revise, translate, or create derivatives (including derivative works) from any Valid8 Technology; (c) sublicense, distribute, sell, rent, lend, loan, lease, convey, sublicense, assign, pledge, or otherwise transfer or in any way encumber any Valid8 Technology or any portion thereof; (d) use any Valid8 Technology for the benefit of any third party or make any Valid8 Technology available to any third party; (e) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, structure, design, or method of operation for any Valid8 Technology; (f) circumvent or overcome (or attempt to circumvent or overcome) any technological protection measures intended to restrict access to any portion of the Valid8 Technology; (g) access or utilize any Valid8 Technology for any purpose that is illegal in any way or that advocates illegal activity; (h) interfere in any manner with the operation or hosting of any Valid8 Technology or attempt to gain unauthorized access to any Valid8 Technology; (i) alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on any Valid8 Technology; or (j) access or use the Valid8 Technology or any component thereof in order to build a competitive product or service. All use of all Valid8 Technology will be in accordance with any documentation for the applicable Valid8 Technology provided by Valid8.

Reservation of Rights. Subject to the limited rights expressly granted hereunder, Valid8, reserve all rights, title and interest in and to the Services and VFI Platform, including all related IPR. No rights are granted to Customer hereunder other than as expressly set forth herein.

TERM AND TERMINATION.

Termination of the Services. Customer's use of the Services may be immediately terminated and/or suspended, at Valid8's option, upon notice due to: (a) a breach of these RCT by Customer; or (b) Valid8's termination of the Reseller Agreement for cause.

Termination of Reseller's Agreement with Valid8. Following termination of the Reseller Agreement, Valid8 will continue to provide the Services for the remainder of the term of the applicable Order Form, provided that (a) Customer continues to comply with these RCT, (b) Valid8 continues to receive all payments due in connection with the applicable Order Form; and (c) Valid8 did not terminate the Reseller Agreement for cause. Any Order Form remaining in effect shall continue to be governed by these RCT. Except as provided herein, following a termination or expiration of the Reseller Agreement, Valid8 may, but is under no obligation to, provide the Services directly to Customer under a direct contractual relationship with Customer.

No Refunds upon Termination. In no case will any termination, expiration, or suspension of the Services, these RCT, or the Reseller Agreement give rise to any liability of Valid8 to Customer for refunds or damages.

WARRANTY DISCLAIMER.

AS BETWEEN VALID8 AND CUSTOMER, VALID8 MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND, TO THE MAXIMUM



EXTENT PERMITTED BY APPLICABLE LAW, SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. CONTENT IS PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

NO LIABILITY.

IN NO EVENT SHALL VALID8 HAVE ANY LIABILITY TO CUSTOMER OR ANY USER FOR ANY DAMAGES RELATED TO CUSTOMER'S PURCHASE OR USE OF THE SERVICES PURSUANT TO THESE RCT, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT IN CASES OF FRAUD, GROSS MISCONDUCT OR NEGLIGENT MISREPRESENTATION ON THE PART OF VALID8.

GENERAL. No failure or delay by Valid8 in exercising any right under these RCT will constitute a waiver of that right. If any provision of these RCT is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of these RCT will remain in effect. Valid8 may contact Customer regarding new Valid8 service features and offerings or following termination of the Reseller Agreement. These RCT are between Customer and Reseller; Valid8 is not a party to these RCT, however Valid8 is a third party beneficiary to the agreement between Customer and Reseller solely as it relates to these RCT. With respect to the subject matter discussed herein, in the event of any conflict or inconsistency between these RCT and any other terms or conditions in Customer's agreement or Order Form with Reseller, these RCT shall prevail. Titles and headings of sections of this RCT are for convenience only and shall not affect the construction of any provision of this RCT.