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Counsel to TBK Bank, SSB

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

In re	§	
	§	Chapter 7
	§	
TRICOLOR HOLDINGS, LLC, et al.,	§	Case No. 25-33487 (MVL)
	§	
Debtors.¹	§	Jointly Administered
	§	

**APPENDIX IN SUPPORT OF TBK BANK, SSB’S MOTION TO COMPEL TRUSTEE
AND VERACITY FORENSICS LLC TO RESPOND TO DISCOVERY AND PRODUCE
DOCUMENTS**

TBK Bank, SSB (“**TBK**”) files this appendix in support of its *Motion to Compel Trustee and Veracity Forensics LLC to Respond to Discovery and Produce Documents* [Docket No. 973]

¹ The Debtors and their bankruptcy case numbers are: Tricolor Holdings, LLC (25-33487), TAG Intermediate Holding Company, LLC (25-33495), Tricolor Auto Group, LLC (25-33496), Tricolor Auto Acceptance, LLC (25-33497), Tricolor Insurance Agency, LLC (25-33512), Tricolor Home Loans LLC (25-33511), Tricolor Real Estate Services (25-33514), TAG California Holding Company, LLC (25-33493), Flexi Compras Autos, LLC (25-33490), TAG California Intermediate Holding Company, LLC (25-33494), Tricolor California Auto Group, LLC (25-33502), Tricolor California Auto Acceptance, LLC (25-33501), Risk Analytics LLC (25-33491), Tricolor Tax, LLC (25-33515), Tricolor Financial, LLC (25-33510), Tricolor Auto Receivables LLC (25-33498), TAG Asset Funding, LLC (25-33492), Apoyo Financial, LLC (25-33489).



(the “*Motion*”). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Motion. The Appendix contains the following exhibits:

EXHIBIT	DESCRIPTION	PAGES
A	TBK Bank, SSB’s First Requests for Production of Documents and First Set of Interrogatories to Anne Elizabeth Burns in her Capacity as Chapter 7 Trustee, dated Mar. 9, 2026	4–13
B	TBK Bank, SSB’s Second Requests for Production of Documents to Anne Elizabeth Burns in her Capacity as Chapter 7 Trustee, dated Mar. 23, 2026	14–19
C	TBK Bank, SSB’s First Requests for Production of Documents and First Set of Interrogatories to Veracity Forensics LLC, dated Mar. 11, 2026	20–30
D	Trustee’s Responses and Objections to TBK Bank, SSB’s First Requests for Production of Documents and First Set of Interrogatories, dated Mar. 20, 2026	31–51
E	Veracity Forensics LLC’s Responses and Objections to TBK Bank, SSB’s First Requests for Production of Documents and First Set of Interrogatories, dated Mar. 20, 2026	52–66
F	Veracity Forensics LLC’s Invoice to Chapter 7 Trustee, dated Nov. 30, 2025 [Trustee_000000081–114]	67–101
G	Veracity Forensics LLC’s Invoice to Chapter 7 Trustee, dated Sept. 30, 2025 [Trustee_000000023–040]	102–119
H	Chapter 7 Liquidating Trustee Expense Budget, dated Oct. 21, 2025	120
I	Private Company Directors and Officers Insurance Policy issued by Travelers Casualty and Surety Company of America to Tricolor Holdings, LLC [Trustee_000000189–300]	121–232

Dated: March 30, 2026

/s/ Bradley R. Foxman

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Counsel to TBK Bank, SSB

CERTIFICATE OF SERVICE

I certify that on March 30, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas.

/s/ Bradley R. Foxman

One of Counsel

Exhibit A

VINSON & ELKINS LLP
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FOR THE NORTHERN DISTRICT OF TEXAS
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In re	§	
	§	Chapter 7
	§	
TRICOLOR HOLDINGS, LLC, et al.,	§	Case No. 25-33487 (MVL)
	§	
Debtors.¹	§	Jointly Administered
	§	

**TBK BANK, SSB’S FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS AND
FIRST SET OF INTERROGATORIES TO ANNE ELIZABETH BURNS
IN HER CAPACITY AS CHAPTER 7 TRUSTEE**

To: Anne Elizabeth Burns, by and through her counsel of record, Charles R. Gibbs, *et al.*, MCDERMOTT WILL & SCHULTE LLP, 2801 North Harwood Street, Suite 2600 Dallas, Texas 75201, and Charles B. Hendricks, *et al.*, CAVAZOS HENDRICK POIROT, P.C., Suite 570, Founders Square 900 Jackson Street.

Pursuant to FED. R. CIV. P. 26, 33, and 34, made applicable herein by FED. R. BANKR. P.

9014, 7026, 7033, and 7034, TBK Bank, SSB, in its capacity as administrative, payment, and

¹ The Debtors and their bankruptcy case numbers are: Tricolor Holdings, LLC (25-33487), TAG Intermediate Holding Company, LLC (25-33495), Tricolor Auto Group, LLC (25-33496), Tricolor Auto Acceptance, LLC (25-33497), Tricolor Insurance Agency, LLC (25-33512), Tricolor Home Loans LLC (25-33511), Tricolor Real Estate Services (25-33514), TAG California Holding Company, LLC (25-33493), Flexi Compras Autos, LLC (25-33490), TAG California Intermediate Holding Company, LLC (25-33494), Tricolor California Auto Group, LLC (25-33502), Tricolor California Auto Acceptance, LLC (25-33501), Risk Analytics LLC (25-33491), Tricolor Tax, LLC (25-33515), Tricolor Financial, LLC (25-33510), Tricolor Auto Receivables LLC (25-33498), TAG Asset Funding, LLC (25-33492), Apoyo Financial, LLC (25-33489).

collateral agent, for itself and for the other lenders under that certain *Amended and Restated Loan and Security Agreement* dated May 6, 2022 (“**TBK Bank**”), serves its First Requests for Production and First Set of Interrogatories on the Trustee. Within 30 days of service of these requests or at such other time as agreed by the parties or ordered by the Court, the Trustee must respond to the Requests and Interrogatories and produce the requested Documents and tangible things to the undersigned attorneys at VINSON & ELKINS LLP, 2001 Ross Avenue, Suite 3900, Dallas, Texas 75201, and/or by e-mail to mmoran@velaw.com, bfoxman@velaw.com, and phill@velaw.com.

I. DEFINITIONS AND INSTRUCTIONS

1. “**Capstone**” means Capstone Partners.
2. “**Communications**” is used in the broadest sense permitted under applicable law, including the transmittal of any information (in the form of facts, ideas, inquiries, or otherwise) by any means, including, but not limited to, personal conversations, telephone conversations, letters, meetings, memoranda, electronic mail exchanges, text messages, instant messages, chat room posts, Bloomberg messages/emails, telegraphic and telex communications, or transmittals of documents. The term “Communications” is not limited to internal Communications but includes Communications between Debtors and third parties and Communications between or among third parties.
3. “**Debtors**” refers to Tricolor Holdings, LLC (25-33487), TAG Intermediate Holding Company, LLC (25-33495), Tricolor Auto Group, LLC (25-33496), Tricolor Auto Acceptance, LLC (25-33497), Tricolor Insurance Agency, LLC (25-33512), Tricolor Home Loans LLC (25-33511), Tricolor Real Estate Services (25-33514), TAG California Holding Company, LLC (25-33493), Flexi Compras Autos, LLC (25-33490), TAG California Intermediate Holding Company, LLC (25-33494), Tricolor California Auto Group, LLC (25-33502), Tricolor California Auto Acceptance, LLC (25-33501), Risk Analytics LLC (25-33491), Tricolor Tax, LLC (25-

33515), Tricolor Financial, LLC (25-33510), Tricolor Auto Receivables LLC (25-33498), TAG Asset Funding, LLC (25-33492), Apoyo Financial, LLC (25-33489).

4. “**Dealertrack**” refers to the automotive dealership software, systems, and solutions created and offered by Dealertrack Holdings, Inc.—which was utilized by the pre-petition Debtors.

5. “**Documents**” is intended to have the broadest possible meaning under Rule 34(a) of the Federal Rules of Civil Procedure, made applicable to this proceeding by Rule 7034 and 9014 of the Bankruptcy Rules, and includes, but is not limited to, all originals, non-identical copies and copies with marginal notations or interlineations of any written Communications, writings, sworn statements, deposition transcripts, affidavits, recordings, photographs, phone records, computer data, electronic mail or other items containing information of any kind or nature, however produced or reproduced, whatever its origin or location and regardless of the form maintained. The term “Documents” also includes all Electronically Stored Information. The term “Documents” further means any document in the possession, custody or control of the entities and individuals to whom this document request is directed (together with any employees, agents, and attorneys). Without limitation to the term “control” as used in the preceding sentence, an entity or individual is deemed to be in control of a document if that entity or individual has the right to secure the document or a copy thereof from another entity or individual having actual possession thereof. A draft or non-identical copy is a separate Document within the meaning of this term.

6. “**IDMS**” refers to the Integrated Database Management System utilized by the pre-petition Debtors.

7. “**Motion**” means the *Chapter 7 Trustee’s Motion for Entry of an Order (I) Authorizing the Trustee to Surcharge the Prepetition Lenders’ Collateral, (II) Limiting the Prepetition Lenders’ Liens on Proceeds of the Collateral, (III) Order the Prepetition Lenders to*

Pay the Expenses, and (IV) Granting Related Relief, filed in the above-captioned matter on February 28, 2026 at Docket No. 916.

8. “***Retail Installment Contract***” refers to the promissory notes, installment payment contracts, and other related financing documents which the pre-petition Debtors would execute with their retail consumer customers in connection with providing seller-financing for the customers’ purchase of the pre-petition Debtors’ vehicles.

9. “***Retail Installment Contracts Portfolio***” means all of the Retail Installment Contracts that the pre-petition Debtors possessed, controlled, and serviced—which are currently being serviced by Vervent.

10. “***Trustee***” means Anne Elizabeth Burns, in her capacity as the court-appointed Chapter 7 Trustee in the above-captioned matter.

11. “***Trustee Professionals***” means any attorneys, consultants, investment bankers, financial advisors, contractors, employees, or other individuals representing, advising, or otherwise working for or at the Trustee’s direction—whether retained or unretained—in her capacity as Chapter 7 Trustee in the above-captioned matter or within her former authority to operate the Debtors’ business in the ordinary course under 11 U.S.C. Section 721, including, as examples, but without limitation: McDermott Will & Schulte LLP; Cavazos Hendricks Poirot, P.C., Capstone, Vervent, and (to the extent they have been hired by the Trustee) any of the Debtors’ former employees and their respective personnel are Trustee Professionals.

12. “***Vehicle Inventory***” means the approximately 10,000 vehicles possessed by the pre-petition Debtors as part of the inventory the pre-petition Debtors would market and sell to retail consumers, which are currently being liquidated by Vervent and Holman as authorized by the Bankruptcy Court.

13. “*Veracity*” means Veracity Forensics LLC.

14. “*Vervent*” means Vervent, Inc.

15. “*VIN*” refers to a Vehicle Identification Number, the unique 17-digit code used in the automotive industry to identify individual vehicles.

16. “*You*,” “*Your*,” or “*Yours*” means the Trustee and any Trustee Professionals, attorneys, consultants, investment bankers, financial advisors, contractors, employees, or other individuals representing, advising, or otherwise working for the Trustee or at the Trustee’s direction.

17. Capitalized terms not otherwise defined herein are given the meanings ascribed to them in the Motion or relevant contracts, agreements, or other documents to which such terms relate.

18. Unless otherwise stated, the time period for these Requests and Interrogatories is September 5, 2025 through the present.

19. These Requests expressly seek data and information that exists in electronic or magnetic form, including, without limitation, email and text messages.

20. If Documents are withheld based on an objection to a Request, all Documents and things not subject to the objection must be produced.

21. If Documents are withheld under a claim of privilege or protection from disclosure, state the claim in detail and provide a privilege log sufficient to facilitate an evaluation of the claim of privilege or protection from disclosure and any possible waiver.

22. These Requests and Interrogatories are continuing in nature. If further information or Documents come into the possession of, or are brought to the attention of, the Trustee or the

Trustee's agents, attorneys, employees, or representatives during the course of these chapter 7 cases, the Trustee is required to supplement her responses and production.

II. REQUESTS FOR PRODUCTION

REQUEST NO. 1: The Engagement Letter executed between the Trustee and Veracity in connection with the above-captioned matter.

REQUEST NO. 2: Any and all master services agreements, scope of work documents, or other agreements, documents, or communications related to the Engagement Letter or the work to be performed by Veracity for the Trustee (or any of the Trustee Professionals) in connection with the above-captioned matter.

REQUEST NO. 3: All invoices, time records, and expense statements of Veracity for work performed for the Trustee (or any of the Trustee Professionals).

REQUEST NO. 4: All documents showing the identities and employer of persons associated with Veracity who actually performed work for the Trustee (or any of the Trustee Professionals), along with all documents showing the nature and scope of services provided by each such individual.

REQUEST NO. 5: All communications between the Trustee (or any of the Trustee Professionals) and Veracity, including without limitation: (a) communications regarding the Trustee's solicitation and initial engagement of Veracity; (b) communications related to Veracity's work or scope of work; (c) communications related to the pricing or cost of Veracity's services; (d) communications related to e-discovery or other forensic work performed by Veracity; and (e) communications related to bills, invoices and amounts owing to Veracity.

REQUEST NO. 6: All documents or communications (including in connection with a potential post-petition financing) discussing any budgets or estimates of fees and expenses of Veracity in connection with its work for the Trustee (or any of the Trustee Professionals).

REQUEST NO. 7: All documents showing any analysis done by the Trustee (or any of the Trustee Professionals) to determine which vehicles or Retail Installment Contracts were property of the Debtors' estates or, alternatively, property of non-debtors.

REQUEST NO. 8: All documents showing the Trustee's (or any of the Trustee Professionals') analysis of "which vehicles constituted inventory collateral, where such vehicles were located, or how the sale proceeds should be accounted for and applied" (as alleged in ¶ 13 of the Motion) and all documents relied upon by the Trustee (or any of the Trustee Professionals) as part of any such analysis.

REQUEST NO. 9: All documents showing the Trustee's (or any of the Trustee Professionals') analysis to "document chain of custody, confirm lien status, reconcile sale proceeds, and resolve disputes regarding priority and ownership" (as alleged in ¶ 16 of the Motion) and all documents relied upon by the Trustee (or any of the Trustee Professionals) as part of any such analysis.

REQUEST NO. 10: All work product of Veracity that was delivered to the Trustee (or any of the Trustee Professionals). To the extent the work product involved restoration of electronic systems, request is made to inspect such systems or otherwise receive copies of the data on such systems.

REQUEST NO. 11: All documents created, restored, or preserved by Veracity that the Trustee (or any of the Trustee Professionals) provided to United States Department of Justice or any other state or federal governmental unit or entity.

REQUEST NO. 12: All documents created, restored, or preserved by Veracity that were reviewed or relied upon by the Trustee (or any of the Trustee Professionals) in connection with preparation or defense of any litigation, including, without limitation, the following lawsuits: (a) *Burns, as Chapter 7 Trustee for Tricolor Holdings, v. Chu et al.*, 3:25-AP-3126 (Bankr. N.D. Tex); (b) *Burns, as Chapter 7 Trustee for Tricolor Holdings, v. Chu*, 2026-000047-CA-01 (Fla. Cnty. Ct., Miami-Dade); and (c) *Burns, as Chapter 7 Trustee for Tricolor Holdings, v. Chu, et al.*, 25STCV38413 (Ca. Sup. Ct., Los Angeles Cnty.).

REQUEST NO. 13: All documents and communications discussing or analyzing Veracity's services for the Trustee (or for any of the Trustee Professionals), including cost of such services.

REQUEST NO. 14: All communications between the Trustee (or any of the Trustee Professionals) and Capstone or Vervent discussing Veracity including, without limitation, communications discussing Veracity's retention by the Trustee, the need thereof, and the scope of Veracity's services or work.

REQUEST NO. 15: All documents and communications relating to any pitch, marketing, or other solicitation materials that the Trustee (or any of the Trustee Professionals) received from Veracity, or any alternative vendors, in connection with soliciting and engaging a vendor to perform the services identified in the Motion.

REQUEST NO. 16: All documents and communications regarding former employees of the pre-petition Debtors whom the Trustee or Vervent or Veracity hired, including, without limitation, communications discussing such former employees' hiring by the Trustee or Vervent or Veracity, the need thereof, and the scope of the former employees' services or work.

REQUEST NO. 17: Request is made for direct access to IDMS, Dealertrack, and any other key systems the Debtors used to track and record the Vehicle Inventory or the Retail Installment Contracts Portfolio.

III. INTERROGATORIES

INTERROGATORY 1: Identify with particularity all other Chapter 7 bankruptcy proceedings where the Trustee was appointed as the Chapter 7 trustee and retained Veracity.

INTERROGATORY 2: Identify all of the Debtors' former employees whom the Trustee or Vervent hired in connection with the above-captioned matter and describe with particularity the work they performed and any specialized technical or institutional knowledge or expertise held by each.

INTERROGATORY 3: Identify by VIN the vehicles which constitute property of the Debtors' estates.

INTERROGATORY 4: Identify by loan number, borrower, and amount the Retail Installment Contracts that constitute property of the Debtors' estates.

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Dated: March 9, 2026

/s/ Bradley R. Foxman

VINSON & ELKINS LLP

Bradley R. Foxman (TX 24065243)

Matthew W. Moran (TX 24002642)

Sara E. Zoglman (TX 24121600)

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Email: pheath@velaw.com

Counsel to TBK Bank, SSB

CERTIFICATE OF SERVICE

I certify that on March 9, 2026, I caused a copy of the foregoing document to be served on counsel of record for the Trustee via email.

/s/ Bradley R. Foxman

Bradley R. Foxman

Exhibit B

VINSON & ELKINS LLP

Bradley R. Foxman (TX 24065243)
Matthew W. Moran (TX 24002642)
Sara E. Zoglman (TX 24121600)
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Counsel to TBK Bank, SSB

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

In re	§	
	§	Chapter 7
	§	
TRICOLOR HOLDINGS, LLC, et al.,	§	Case No. 25-33487 (MVL)
	§	
Debtors.¹	§	Jointly Administered
	§	

TBK BANK, SSB’S SECOND REQUESTS FOR PRODUCTION OF DOCUMENTS TO ANNE ELIZABETH BURNS IN HER CAPACITY AS CHAPTER 7 TRUSTEE

To: Anne Elizabeth Burns, by and through her counsel of record, Charles R. Gibbs, *et al.*, MCDERMOTT WILL & SCHULTE LLP, 2801 North Harwood Street, Suite 2600 Dallas, Texas 75201, and Charles B. Hendricks, *et al.*, CAVAZOS HENDRICK POIROT, P.C., Suite 570, Founders Square 900 Jackson Street.

Pursuant to FED. R. CIV. P. 26, and 34, made applicable herein by FED. R. BANKR. P. 9014, 7026, and 7034, TBK Bank, SSB, in its capacity as administrative, payment, and collateral agent,

¹ The Debtors and their bankruptcy case numbers are: Tricolor Holdings, LLC (25-33487), TAG Intermediate Holding Company, LLC (25-33495), Tricolor Auto Group, LLC (25-33496), Tricolor Auto Acceptance, LLC (25-33497), Tricolor Insurance Agency, LLC (25-33512), Tricolor Home Loans LLC (25-33511), Tricolor Real Estate Services (25-33514), TAG California Holding Company, LLC (25-33493), Flexi Compras Autos, LLC (25-33490), TAG California Intermediate Holding Company, LLC (25-33494), Tricolor California Auto Group, LLC (25-33502), Tricolor California Auto Acceptance, LLC (25-33501), Risk Analytics LLC (25-33491), Tricolor Tax, LLC (25-33515), Tricolor Financial, LLC (25-33510), Tricolor Auto Receivables LLC (25-33498), TAG Asset Funding, LLC (25-33492), Apoyo Financial, LLC (25-33489).

for itself and for the other lenders under that certain *Amended and Restated Loan and Security Agreement* dated May 6, 2022 (“**TBK Bank**”), serves its Second Requests for Production of Documents on the Trustee. By Tuesday, March 24, 2026 at 11:59 p.m. Central Time, the Trustee must respond to the Requests and produce the requested Documents and tangible things to the undersigned attorneys at VINSON & ELKINS LLP, 2001 Ross Avenue, Suite 3900, Dallas, Texas 75201, and/or by e-mail to mmoran@velaw.com, bfoxman@velaw.com, and phill@velaw.com.

I. DEFINITIONS AND INSTRUCTIONS

1. “**Communications**” is used in the broadest sense permitted under applicable law, including the transmittal of any information (in the form of facts, ideas, inquiries, or otherwise) by any means, including, but not limited to, personal conversations, telephone conversations, letters, meetings, memoranda, electronic mail exchanges, text messages, instant messages, chat room posts, Bloomberg messages/emails, telegraphic and telex communications, or transmittals of documents. The term “Communications” is not limited to internal Communications but includes Communications between Debtors and third parties and Communications between or among third parties.

2. “**Documents**” is intended to have the broadest possible meaning under Rule 34(a) of the Federal Rules of Civil Procedure, made applicable to this proceeding by Rule 7034 and 9014 of the Bankruptcy Rules, and includes, but is not limited to, all originals, non-identical copies and copies with marginal notations or interlineations of any written Communications, writings, sworn statements, deposition transcripts, affidavits, recordings, photographs, phone records, computer data, electronic mail or other items containing information of any kind or nature, however produced or reproduced, whatever its origin or location and regardless of the form maintained. The term “Documents” also includes all Electronically Stored Information. The term “Documents” further means any document in the possession, custody or control of the entities and

individuals to whom this document request is directed (together with any employees, agents, and attorneys). Without limitation to the term “control” as used in the preceding sentence, an entity or individual is deemed to be in control of a document if that entity or individual has the right to secure the document or a copy thereof from another entity or individual having actual possession thereof. A draft or non-identical copy is a separate Document within the meaning of this term.

3. “**Insurance Carriers**” refers to Travelers (as defined below) and any other companies that are providing, or have provided, insurance coverage to the Trustee, in her capacity as Chapter 7 Trustee in the above-captioned Chapter 7 cases, or any of the Debtors including, but not limited to, Continental Casualty Company and Old Republic Insurance Company.

4. “**Motion**” means the *Chapter 7 Trustee’s Motion for Entry of an Order (I) Authorizing the Trustee to Surcharge the Prepetition Lenders’ Collateral, (II) Limiting the Prepetition Lenders’ Liens on Proceeds of the Collateral, (III) Order the Prepetition Lenders to Pay the Expenses, and (IV) Granting Related Relief*, filed in the above-captioned matter on February 28, 2026 at Docket No. 916.

5. “**Travelers**” refers to Travelers Casualty & Surety Company of America and any parents, subsidiaries, or affiliates that are providing, or have provided, insurance coverage to the Trustee, in her capacity as Chapter 7 Trustee in the above-captioned Chapter 7 cases, or any of the Debtors.

6. “**Trustee**” means Anne Elizabeth Burns, in her capacity as the court-appointed Chapter 7 Trustee in the above-captioned matter.

7. “**Trustee Professionals**” means any attorneys, consultants, investment bankers, financial advisors, contractors, employees, or other individuals representing, advising, or otherwise working for or at the Trustee’s direction—whether retained or unretained—in her

capacity as Chapter 7 Trustee in the above-captioned matter or within her former authority to operate the Debtors' business in the ordinary course under 11 U.S.C. Section 721, including, as examples, but without limitation: McDermott Will & Schulte LLP; Cavazos Hendricks Poirot, P.C., Capstone, Vervent, and (to the extent they have been hired by the Trustee) any of the Debtors' former employees and their respective personnel are Trustee Professionals.

8. Capitalized terms not otherwise defined herein are given the meanings ascribed to them in the Motion or relevant contracts, agreements, or other documents to which such terms relate.

9. Unless otherwise stated, the time period for these Requests and Interrogatories is September 5, 2025 through the present.

10. These Requests expressly seek data and information that exists in electronic or magnetic form, including, without limitation, email and text messages.

11. If Documents are withheld based on an objection to a Request, all Documents and things not subject to the objection must be produced.

12. If Documents are withheld under a claim of privilege or protection from disclosure, state the claim in detail and provide a privilege log sufficient to facilitate an evaluation of the claim of privilege or protection from disclosure and any possible waiver.

13. These Requests are continuing in nature. If further information or Documents come into the possession of, or are brought to the attention of, the Trustee or the Trustee's agents, attorneys, employees, or representatives during the course of these chapter 7 cases, the Trustee is required to supplement her responses and production.

II. SECOND REQUESTS FOR PRODUCTION

REQUEST NO. 18: All documents and communications between the Trustee (or the Trustee's Professionals) and Travelers or any other Insurance Carriers (a) discussing or regarding Veracity's fees or expenses, or (b) discussing or regarding a failure by the Trustee or any of the Debtors to promptly provide notice of claims for insurance coverage.

REQUEST NO. 19: Copies of all insurance policies under which the Trustee has submitted any Veracity fees or expenses for reimbursement.

[Remainder of Page Intentionally Left Blank]

Dated: March 23, 2026

/s/ Bradley R. Foxman
VINSON & ELKINS LLP
Bradley R. Foxman (TX 24065243)
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-and-

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Email: pheath@velaw.com

Counsel to TBK Bank, SSB

CERTIFICATE OF SERVICE

I certify that on March 23, 2026, I caused a copy of the foregoing document to be served on counsel of record for the Trustee via email.

/s/ Bradley R. Foxman
One of Counsel

UNITED STATES BANKRUPTCY COURT

Exhibit C

Northern District of Texas

In re Tricolor Holdings, LLC, et al. Debtor

Case No. 25-33487 (MVL)

(Complete if issued in an adversary proceeding)

Chapter 7

Plaintiff v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Veracity Forensics LLC, c/o Julia M. Beskin, et al., McDermott Will & Schulte LLP, 2801 North Harwood Street, Suite 2600 Dallas, Texas 75201 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Table with 2 columns: PLACE (Vinson & Elkins LLP, 2001 Ross Avenue, Suite 3900, Dallas, Texas 75201, and/or by e-mail to mmoran@velaw.com, bfoxman@velaw.com, and phill@velaw.com) and DATE AND TIME (on or before April 10, 2026, 11:59 P.M. CT)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: March 11, 2026

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Bradley R. Foxman Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) TBK Bank, SSB, who issues or requests this subpoena, are:

Bradley R. Foxman, et al., Vinson & Elkins LLP, 2001 Ross Avenue, Suite 3900, Dallas, Texas 75201, bfoxman@velaw.com, 214-220-7700

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*:
on *(date)* .

I served the subpoena by delivering a copy to the named person as follows:

on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date:

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...
(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

VINSON & ELKINS LLP

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Counsel to TBK Bank, SSB

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

In re	§	Chapter 7
	§	
TRICOLOR HOLDINGS, LLC, et al.,	§	Case No. 25-33487 (MVL)
	§	
Debtors.¹	§	Jointly Administered
	§	

**TBK BANK, SSB’S FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS AND
FIRST SET OF INTERROGATORIES TO VERACITY FORENSICS LLC**

To: Veracity Forensics LLC, by and through counsel of record for the Chapter 7 Trustee, Julia M. Beskin, *et al.*, MCDERMOTT WILL & SCHULTE LLP, 2801 North Harwood Street, Suite 2600 Dallas, Texas 75201, and Charles B. Hendricks, *et al.*, CAVAZOS HENDRICK POIROT, P.C., Suite 570, Founders Square 900 Jackson Street.

Pursuant to FED. R. CIV. P. 26, 33, and 34, made applicable herein by FED. R. BANKR. P.

9014, 7026, 7033, and 7034, TBK Bank, SSB, in its capacity as administrative, payment, and

¹ The Debtors and their bankruptcy case numbers are: Tricolor Holdings, LLC (25-33487), TAG Intermediate Holding Company, LLC (25-33495), Tricolor Auto Group, LLC (25-33496), Tricolor Auto Acceptance, LLC (25-33497), Tricolor Insurance Agency, LLC (25-33512), Tricolor Home Loans LLC (25-33511), Tricolor Real Estate Services (25-33514), TAG California Holding Company, LLC (25-33493), Flexi Compras Autos, LLC (25-33490), TAG California Intermediate Holding Company, LLC (25-33494), Tricolor California Auto Group, LLC (25-33502), Tricolor California Auto Acceptance, LLC (25-33501), Risk Analytics LLC (25-33491), Tricolor Tax, LLC (25-33515), Tricolor Financial, LLC (25-33510), Tricolor Auto Receivables LLC (25-33498), TAG Asset Funding, LLC (25-33492), Apoyo Financial, LLC (25-33489).

collateral agent, for itself and for the other lenders under that certain *Amended and Restated Loan and Security Agreement* dated May 6, 2022 (“**TBK Bank**”), serves its First Requests for Production and First Set of Interrogatories on Veracity. Within 30 days of service of these requests or at such other time as agreed by the parties or ordered by the Court, Veracity must respond to the Requests and Interrogatories and produce the requested Documents and tangible things to the undersigned attorneys at VINSON & ELKINS LLP, 2001 Ross Avenue, Suite 3900, Dallas, Texas 75201, and/or by e-mail to mmoran@velaw.com, bfoxman@velaw.com, and phill@velaw.com.

I. DEFINITIONS AND INSTRUCTIONS

1. “**Capstone**” means Capstone Partners.
2. “**Communications**” is used in the broadest sense permitted under applicable law, including the transmittal of any information (in the form of facts, ideas, inquiries, or otherwise) by any means, including, but not limited to, personal conversations, telephone conversations, letters, meetings, memoranda, electronic mail exchanges, text messages, instant messages, chat room posts, Bloomberg messages/emails, telegraphic and telex communications, or transmittals of documents. The term “Communications” is not limited to internal Communications but includes Communications between Veracity and third parties and Communications between or among third parties.
3. “**Debtors**” refers to Tricolor Holdings, LLC (25-33487), TAG Intermediate Holding Company, LLC (25-33495), Tricolor Auto Group, LLC (25-33496), Tricolor Auto Acceptance, LLC (25-33497), Tricolor Insurance Agency, LLC (25-33512), Tricolor Home Loans LLC (25-33511), Tricolor Real Estate Services (25-33514), TAG California Holding Company, LLC (25-33493), Flexi Compras Autos, LLC (25-33490), TAG California Intermediate Holding Company, LLC (25-33494), Tricolor California Auto Group, LLC (25-33502), Tricolor California Auto Acceptance, LLC (25-33501), Risk Analytics LLC (25-33491), Tricolor Tax, LLC (25-

33515), Tricolor Financial, LLC (25-33510), Tricolor Auto Receivables LLC (25-33498), TAG Asset Funding, LLC (25-33492), Apoyo Financial, LLC (25-33489).

4. “**Documents**” is intended to have the broadest possible meaning under Rule 34(a) of the Federal Rules of Civil Procedure, made applicable to this proceeding by Rule 7034 and 9014 of the Bankruptcy Rules, and includes, but is not limited to, all originals, non-identical copies and copies with marginal notations or interlineations of any written Communications, writings, sworn statements, deposition transcripts, affidavits, recordings, photographs, phone records, computer data, electronic mail or other items containing information of any kind or nature, however produced or reproduced, whatever its origin or location and regardless of the form maintained. The term “Documents” also includes all Electronically Stored Information. The term “Documents” further means any document in the possession, custody or control of the entities and individuals to whom this document request is directed (together with any employees, agents, and attorneys). Without limitation to the term “control” as used in the preceding sentence, an entity or individual is deemed to be in control of a document if that entity or individual has the right to secure the document or a copy thereof from another entity or individual having actual possession thereof. A draft or non-identical copy is a separate Document within the meaning of this term.

5. “**Motion**” means the *Chapter 7 Trustee’s Motion for Entry of an Order (I) Authorizing the Trustee to Surcharge the Prepetition Lenders’ Collateral, (II) Limiting the Prepetition Lenders’ Liens on Proceeds of the Collateral, (III) Ordering the Prepetition Lenders to Pay the Expenses, and (IV) Granting Related Relief*, filed in the above-captioned matter on February 28, 2026 at Docket No. 916.

6. “**Retail Installment Contracts**” refers to the promissory notes, installment payment contracts, and other related financing documents which the pre-petition Debtors would execute

with their retail consumer customers in connection with providing seller-financing for the customers' purchase of the pre-petition Debtors' vehicles.

7. “*Retail Installment Contracts Portfolio*” means all of the Retail Installment Contracts that the pre-petition Debtors possessed, controlled, and serviced—which are currently being serviced by Vervent.

8. “*Trustee*” means Anne Elizabeth Burns, in her capacity as the court-appointed Chapter 7 Trustee in the above-captioned matter.

9. “*Trustee Professionals*” means any attorneys, consultants, investment bankers, financial advisors, contractors, employees, or other individuals representing, advising, or otherwise working for or at the Trustee's direction—whether retained or unretained—in her capacity as Chapter 7 Trustee in the above-captioned matter or within her former authority to operate the Debtors' business in the ordinary course under 11 U.S.C. Section 721, including, as examples, but without limitation: McDermott Will & Schulte LLP; Cavazos Hendricks Poirot, P.C., Capstone, Vervent, and (to the extent they have been hired by the Trustee) any of the Debtors' former employees and their respective personnel are Trustee Professionals.

10. “*Vehicle Inventory*” means the approximately 10,000 vehicles possessed by the pre-petition Debtors as part of the inventory the pre-petition Debtors would market and sell to retail consumers, which are currently being liquidated by Vervent and Holman as authorized by the Bankruptcy Court.

11. “*Veracity*” means Veracity Forensics LLC.

12. “*Vervent*” means Vervent, Inc.

13. “*You*,” “*Your*,” or “*Yours*” means Veracity and any attorneys, consultants, investment bankers, financial advisors, contractors, employees, or other individuals representing, advising, or otherwise working for Veracity or at Veracity’s direction.

14. Capitalized terms not otherwise defined herein are given the meanings ascribed to them in the Motion or relevant contracts, agreements, or other documents to which such terms relate.

15. Unless otherwise stated, the time period for these Requests and Interrogatories is September 5, 2025 through the present.

16. These Requests expressly seek data and information that exists in electronic or magnetic form, including, without limitation, email and text messages.

17. If Documents are withheld based on an objection to a Request, all Documents and things not subject to the objection must be produced.

18. If Documents are withheld under a claim of privilege or protection from disclosure, state the claim in detail and provide a privilege log sufficient to facilitate an evaluation of the claim of privilege or protection from disclosure and any possible waiver.

19. These Requests and Interrogatories are continuing in nature. If further information or Documents come into the possession of, or are brought to the attention of, Veracity or Veracity’s agents, attorneys, employees, or representatives during the course of these chapter 7 cases, Veracity is required to supplement its responses and production.

II. REQUESTS FOR PRODUCTION

REQUEST NO. 1: The Engagement Letter executed between the Trustee and Veracity in connection with the above-captioned matter.

REQUEST NO. 2: Any and all master services agreements, scope of work documents, or other agreements, documents, or communications related to the Engagement Letter or the work to be performed by Veracity for the Trustee (or any of the Trustee Professionals) in connection with the above-captioned matter.

REQUEST NO. 3: All documents showing the identities and employers of persons associated with Veracity who actually performed work for the Trustee (or any of the Trustee Professionals), along with all documents showing the nature and scope of services provided by each such individual.

REQUEST NO. 4: All invoices, time records, and expense statements of Veracity, including any invoices, time records, and expense statements of third-party contractors or vendors associated, used by, or affiliated with Veracity, for work performed for the Trustee (or any of the Trustee Professionals).

REQUEST NO. 5: Documents showing the specific tasks and workstreams Veracity performed for the Trustee (or any of the Trustee Professionals) related to the Debtors' Vehicle Inventory and Retail Installment Contracts Portfolio.

REQUEST NO. 6: All documents or communications (including in connection with a potential post-petition financing) discussing any budgets or estimates of fees and expenses of Veracity in connection with its work for the Trustee (or any of the Trustee Professionals).

REQUEST NO. 7: All work product of Veracity that was delivered to the Trustee (or any of the Trustee Professionals), Capstone, or Vervent. To the extent the work product involved restoration of electronic systems, request is made to inspect such systems or otherwise receive copies of the data on such systems.

REQUEST NO. 8: All documents and communications relating to any pitch, marketing, or other solicitation materials that Veracity provided to the Trustee (or any of the Trustee Professionals).

REQUEST NO. 9: All communications between Capstone and Veracity.

REQUEST NO. 10: All communications between Vervent and Veracity.

REQUEST NO. 11: All communications between Veracity, on one hand, and the Trustee or counsel for the Trustee, on the other hand.

III. INTERROGATORIES

INTERROGATORY 1: Identify with particularity the specific tasks and workstreams Veracity performed for the Trustee (or any of the Trustee Professionals) and, as part of your response, please identify each of the Debtors' electronic systems, databases, records, devices, and other files that Veracity worked on and explain what it did regarding each.

INTERROGATORY 2: Identify all professionals employed by or associated with Veracity who worked on matters for the Debtors or the Trustee (or any of the Trustee Professionals) and describe with particularity the work performed and any specialized technical expertise held by each.

[Remainder of Page Intentionally Left Blank]

Dated: March 11, 2026

/s/ Bradley R. Foxman

VINSON & ELKINS LLP

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Matthew W. Moran (TX 24002642)

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Counsel to TBK Bank, SSB

CERTIFICATE OF SERVICE

I certify that on March 11, 2026, I caused a copy of the foregoing document to be served on counsel for the Trustee, who agreed to accept service on behalf of Veracity, via email.

/s/ Bradley R. Foxman

One of Counsel

MCDERMOTT WILL & SCHULTE LLP

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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.)	(Jointly Administered)

**TRUSTEE’S RESPONSES AND OBJECTIONS TO TBK BANK, SSB’S FIRST
REQUESTS FOR PRODUCTION OF DOCUMENTS AND FIRST SET OF
INTERROGATORIES**

Pursuant to Federal Rules of Civil Procedure 26, 33, and 34, made applicable herein by Federal Rules of Bankruptcy Procedure 9014, 7026, 7033, and 7034, Anne Elizabeth Burns, Chapter 7 Trustee for the above-referenced Chapter 7 bankruptcy case (“Trustee”), hereby

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, TAG Asset Funding, LLC, and Apoyo Financial, LLC.

responds and objects to TBK Bank, SSB's ("TBK") First Requests for Production of Documents and First Set of Interrogatories to Anne Elizabeth Burns in Her Capacity as Chapter 7 Trustee (collectively, incorporating the Definitions, Instructions, and each Request, the "Requests," and individually, a "Request," and incorporating the Definitions, Instructions, and each Interrogatory, the "Interrogatories", and individually, an "Interrogatory"), dated March 9, 2026, as follows:

GENERAL OBJECTIONS

The Trustee responds and objects to each and every Request and Interrogatory propounded by TBK on the following grounds, which shall be deemed incorporated into each of the following answers to said Requests and Interrogatories. The Trustee submits her Responses to the Requests and Interrogatories subject to and without waiving any of the following General Objections:

1. The Trustee objects to the Requests and Interrogatories to the extent they conflict with, are in a different form from, or purport to expand upon the obligations imposed or authorized by the Federal Rules of Civil Procedure ("FRCP"), Federal Rules of Bankruptcy Procedure ("FRBP"), Local Rules of the Bankruptcy Court of the Northern District of Texas, Dallas Division ("Local Rules"), and/or any other applicable laws, rules, or regulations.

2. The Trustee objects to the Requests and Interrogatories to the extent they seek information and/or documents protected from disclosure by the attorney-client, common-interest and/or joint-defense privileges, the attorney work-product doctrine, or any other applicable privilege or immunity, or that were prepared in anticipation of litigation and/or constitute or disclose the mental impressions, conclusions, opinions, or legal theories of any attorney or other representative of the Trustee concerning this or any other legal proceeding. To the extent any Request or Interrogatory may be construed as seeking disclosure of such documents or information subject to any of those privileges or protections, the Trustee invokes such privileges or protections

and will construe the Request or Interrogatory as not seeking such information. Such information and/or documents shall not be provided in response thereto, and inadvertent disclosure of the same shall not be deemed a waiver of any applicable privilege or protection, and any such information, document or communication shall be returned to the Trustee or her attorneys, along with any copies made thereof.

3. The Trustee objects to the Requests and Interrogatories to the extent that they are vague, ambiguous, unduly burdensome, and/or seek information and documents that are not relevant to any parties' claims or defenses or seek information that is not proportional to the needs of this case.

4. The Trustee objects to the Requests and Interrogatories to the extent that they presume the existence of certain facts, or are based on assumptions neither proven by TBK nor admitted by the Trustee. The Trustee's willingness to respond to any Request or Interrogatory, or her production of documents or information responsive to any such Request or Interrogatory, does not constitute in any manner the Trustee's admission to any of the assertions set forth or assumed in the Request or Interrogatory, nor does it constitute a waiver of the Trustee's objections thereto.

5. The Trustee objects to the Requests and Interrogatories to the extent they purport to require the Trustee to obtain and produce information and documents outside of her possession, custody, or control. The Trustee will produce responsive documents within her actual or constructive possession and expressly disclaims the obligation to produce information or documents within the actual or constructive possession of others.

6. The Trustee objects to the Requests and Interrogatories to the extent that they seek business record, confidential, trade secret, and/or proprietary information not subject to public disclosure.

7. The Trustee objects to the Requests and Interrogatories to the extent that the information and/or documents sought are unreasonably cumulative or duplicative, are already within TBK's possession or are obtainable from some other source that is more convenient, less burdensome or less expensive.

8. The Trustee's responses and objections are made based on a reasonable investigation to date. That investigation is ongoing. The Trustee reserves the right to amend or supplement her responses and objections.

9. The Trustee objects to the definition of "Capstone" as vague. The Trustee will interpret "Capstone" to mean CRS Capstone Partners LLC only.

10. The Trustee objects to the definitions of the terms "Communications," and "Documents," to the extent that they are overly broad and seek to impose obligations on the Trustee that exceed those required by the FRCP, FRBP, Local Rules, or any other applicable laws, rules or regulations.

11. The Trustee objects to the definitions of "Trustee Professionals," "You," "Your," and "Yours" as overbroad, vague, and ambiguous, to the extent that they purport to include the terms "other individuals representing, advising, or otherwise working for or at the Trustee's direction." The Trustee will interpret "Trustee Professionals," "You," "Your," and "Yours" to mean the Trustee only.

12. The Trustee objects to each and every Request seeking electronically stored information ("ESI") as unduly burdensome given the scope of the *Chapter 7 Trustee's Motion for*

Entry of an Order (I) Authorizing the Trustee to Surcharge the Prepetition Lenders' Collateral, (II) Limiting the Prepetition Lenders' Liens on Proceeds of the Collateral, (III) Order the Prepetition Lenders to Pay the Expenses, and (IV) Granting Related Relief (the "Motion"), filed in the above-captioned matter on February 28, 2026, at Docket No. 916. The scope of these Requests and Interrogatories is not proportional to the Motion, which is limited to requesting a surcharge on collateral for Veracity Forensics LLC's ("Veracity") and Vervent, Inc.'s ("Vervent") work related to the bankruptcy proceeding and asking the Court to order payment of such surcharge. Furthermore, the vast majority of the Trustee's communications with Veracity and Capstone are privileged.

SPECIFIC RESPONSES AND OBJECTIONS TO REQUESTS FOR PRODUCTION

REQUEST NO. 1

The Engagement Letter executed between the Trustee and Veracity in connection with the above-captioned matter.

RESPONSE TO REQUEST NO. 1

The Trustee incorporates the General Objections into this Response as if set forth fully herein. The Trustee will produce the Trustee's Engagement Letter with Veracity, and its addendum.

REQUEST NO. 2

Any and all master services agreements, scope of work documents, or other agreements, documents, or communications related to the Engagement Letter or the work to be performed by Veracity for the Trustee (or any of the Trustee Professionals) in connection with the above-captioned matter.

RESPONSE TO REQUEST NO. 2

The Trustee incorporates the General Objections into this Response as if set forth fully herein. The Trustee objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege. The

Trustee further objects to this Request as overly broad, unduly burdensome, irrelevant, and not proportional to the needs of this case because it seeks information not related to the claims or defenses of any party in this action. The Trustee objects to this Request as unduly burdensome to the extent it requests “communications” related to the Engagement Letter as they are not relevant and not proportional to the needs of the case.

The Trustee will produce any master service agreements, scope of work documents, and other agreements, to the extent they exist.

REQUEST NO. 3

All invoices, time records, and expense statements of Veracity for work performed for the Trustee (or any of the Trustee Professionals).

RESPONSE TO REQUEST NO. 3

The Trustee incorporates the General Objections into this Response as if set forth fully herein. The Trustee objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege.

The Trustee will produce Veracity’s invoices, which include time entries, but reserves the right to redact these invoices for privilege.

REQUEST NO. 4

All documents showing the identities and employer of persons associated with Veracity who actually performed work for the Trustee (or any of the Trustee Professionals), along with all documents showing the nature and scope of services provided by each such individual.

RESPONSE TO REQUEST NO. 4

The Trustee incorporates the General Objections into this Response as if set forth fully herein. The Trustee objects to this Request as overbroad to the extent it requests “[a]ll documents” without limitation or specification of recipient or author. The Trustee further objects to this Request as vague to the extent that “persons associated with Veracity” is undefined. The Trustee

interprets “persons associated with Veracity” to mean employees of Veracity. The Trustee also objects to this Request to the extent that it requests information not within the Trustee’s possession, custody, or control. Additionally, the Trustee objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege. The Trustee further objects to this Request as overly broad, unduly burdensome, irrelevant, and not proportional to the needs of this case because it seeks information not related to the claims or defenses of any party in this action, including with regards to the request for the “identities and employers” of Veracity employees. The Trustee further objects to this Request as cumulative and duplicative of other Requests, including Request Nos. 3, 14 and 16.

Notwithstanding the foregoing, Documents produced in response to Request No. 3 will satisfy Request No. 4.

REQUEST NO. 5

All communications between the Trustee (or any of the Trustee Professionals) and Veracity, including without limitation: (a) communications regarding the Trustee’s solicitation and initial engagement of Veracity; (b) communications related to Veracity’s work or scope of work; (c) communications related to the pricing or cost of Veracity’s services; (d) communications related to e-discovery or other forensic work performed by Veracity; and (e) communications related to bills, invoices and amounts owing to Veracity.

RESPONSE TO REQUEST NO. 5

The Trustee incorporates the General Objections into this Response as if set forth fully herein. The Trustee objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege. The Trustee further objects to this Request as overly broad, unduly burdensome, irrelevant, and not proportional to the needs of this case because it seeks information not related to the claims or defenses of any party in this action. The Trustee further objects to this Request as unduly burdensome compared to the scope of the Motion to the extent that it seeks ESI. The scope of this

Request is not proportional to the Motion, and furthermore, the vast majority of the Trustee's communications with Veracity are privileged.

Except to the extent produced in response to other Requests, the Trustee will not produce documents responsive to this Request.

REQUEST NO. 6

All documents or communications (including in connection with a potential post-petition financing) discussing any budgets or estimates of fees and expenses of Veracity in connection with its work for the Trustee (or any of the Trustee Professionals).

RESPONSE TO REQUEST NO. 6

The Trustee incorporates the General Objections into this Response as if set forth fully herein. The Trustee objects to this Request as overbroad to the extent it requests “[a]ll documents and communications” without limitation or specification of recipient or author. The Trustee also objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege. The Trustee further objects to this Request as overly broad, unduly burdensome, irrelevant, and not proportional to the needs of this case because it seeks information not related to the claims or defenses of any party in this action. The Trustee further objects to this Request as unduly burdensome compared to the scope of the Motion to the extent that it seeks ESI. The scope of this Request is not proportional to the Motion, and furthermore, the vast majority of the Trustee's communications with Veracity are privileged. The Trustee further objects to this Request as cumulative and duplicative of other Requests, including Request No. 14.

The Trustee will not produce documents responsive to this Request, however the Trustee will produce any estimates or budgets provided by Veracity, to the extent they exist.

REQUEST NO. 7

All documents showing any analysis done by the Trustee (or any of the Trustee Professionals) to determine which vehicles or Retail Installment Contracts were property of the Debtors' estates or, alternatively, property of non-debtors.

RESPONSE TO REQUEST NO. 7

The Trustee incorporates the General Objections into this Response as if set forth fully herein. The Trustee objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege. The Trustee objects to this Request as overbroad as it seeks documents far beyond the scope of the Motion, which is limited to requesting a surcharge on collateral for Veracity's and Vervent's work related to the bankruptcy proceeding and asking the Court to order payment of such surcharge. This Request assumes, without basis, that the Trustee cannot surcharge collateral until the Court determines which property belongs to the debtor and therefore seeks information far beyond what is needed to resolve the Motion. The Trustee finally objects to this Request as premature to the extent it is improperly requesting expert discovery at this stage of this proceeding.

Except to the extent produced in response to other Requests, the Trustee will not produce the requested analysis because any such analysis constitutes attorney work product and/or is protected by the attorney-client privilege.

REQUEST NO. 8

All documents showing the Trustee's (or any of the Trustee Professionals') analysis of "which vehicles constituted inventory collateral, where such vehicles were located, or how the sale proceeds should be accounted for and applied" (as alleged in ¶ 13 of the Motion) and all documents relied upon by the Trustee (or any of the Trustee Professionals) as part of any such analysis.

RESPONSE TO REQUEST NO. 8

The Trustee incorporates the General Objections into this Response as if set forth fully herein. The Trustee objects to this Request to the extent that it seeks documents protected from

disclosure by the attorney-client privilege, work product doctrine, or any other privilege. The Trustee objects to this Request as overbroad as it seeks documents far beyond the scope of the Motion, which is limited to requesting a surcharge on collateral for Veracity's and Vervent's work related to the bankruptcy proceeding and asking the Court to order payment of such surcharge. This Request assumes, without basis, that the Trustee cannot surcharge collateral until the Court determines which property belongs to the debtor and therefore seeks information far beyond what is needed to resolve the Motion. The Trustee finally objects to this Request as premature to the extent it is improperly requesting expert discovery at this stage of this proceeding.

Except to the extent produced in response to other Requests, the Trustee will not produce the requested analysis because any such analysis constitutes attorney work product and/or is protected by the attorney-client privilege.

REQUEST NO. 9

All documents showing the Trustee's (or any of the Trustee Professionals') analysis to "document chain of custody, confirm lien status, reconcile sale proceeds, and resolve disputes regarding priority and ownership" (as alleged in ¶ 16 of the Motion) and all documents relied upon by the Trustee (or any of the Trustee Professionals) as part of any such analysis.

RESPONSE TO REQUEST NO. 9

The Trustee incorporates the General Objections into this Response as if set forth fully herein. The Trustee objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege. The Trustee objects to this Request as overbroad as it seeks documents far beyond the scope of the Motion, which is limited to requesting a surcharge on collateral for Veracity's and Vervent's work related to the bankruptcy proceeding and asking the Court to order payment of such surcharge. This Request assumes, without basis, that the Trustee cannot surcharge collateral until the Court determines which property belongs to the debtor and therefore seeks information far beyond what

is needed to resolve the Motion. The Trustee finally objects to this Request as premature to the extent it is improperly requesting expert discovery at this stage of this proceeding.

Except to the extent produced in response to other Requests, the Trustee will not produce the requested analysis because any such analysis constitutes attorney work product and/or is protected by the attorney-client privilege.

REQUEST NO. 10

All work product of Veracity that was delivered to the Trustee (or any of the Trustee Professionals). To the extent the work product involved restoration of electronic systems, request is made to inspect such systems or otherwise receive copies of the data on such systems.

RESPONSE TO REQUEST NO. 10

The Trustee incorporates the General Objections into this Response as if set forth fully herein. The Trustee objects to this Request as vague to the extent that “such systems” is undefined. The Trustee requires clarification to respond to this Request. The Trustee objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege. The Trustee objects to this Request as overbroad as it seeks documents far beyond the scope of the Motion, which is limited to requesting a surcharge on collateral for Veracity’s and Vervent’s work related to the bankruptcy proceeding and asking the Court to order payment of such surcharge. This Request assumes, without basis, that the Trustee cannot surcharge collateral until the Court determines which property belongs to the debtor and therefore seeks information far beyond what is needed to resolve the Motion. The Trustee also objects to this request as unduly burdensome because it asks the Trustee to produce all 145 terabytes of data collected by Veracity in relation to the above-captioned matter. The Trustee further objects to this Request as cumulative and duplicative of other Requests, including Request Nos. 8, 9, and 12. The Trustee objects to this Request as an inappropriate use of document requests because it requests that the Trustee allow direct access to files without any review or privilege

screening. The Trustee finally objects to this Request because it requests that the Trustee produce documents outside of the *Order Granting Chapter 7 Trustee's Amended Emergency Motion to (I) Sell Estate Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (II) Establish Sale Procedures, and (III) Granting Related Relief* ("Sale Procedures Order"), filed on December 30, 2025 in the above-captioned matter, Docket No. 593.

Except to the extent produced in response to other Requests, the Trustee will not produce documents responsive to this Request.

REQUEST NO. 11

All documents created, restored, or preserved by Veracity that the Trustee (or any of the Trustee Professionals) provided to United States Department of Justice or any other state or federal governmental unit or entity.

RESPONSE TO REQUEST NO. 11

The Trustee incorporates the General Objections into this Response as if set forth fully herein. The Trustee objects to this Request as overbroad as it seeks documents far beyond the scope of the Motion, which is limited to requesting a surcharge on collateral for Veracity's and Vervent's work related to the bankruptcy proceeding and asking the Court to order payment of such surcharge. This Request assumes, without basis, that the Trustee cannot surcharge collateral until the Court determines which property belongs to the debtor and therefore seeks information far beyond what is needed to resolve the Motion.

Except to the extent produced in response to other Requests, the Trustee will not produce documents responsive to this Request.

REQUEST NO. 12

All documents created, restored, or preserved by Veracity that were reviewed or relied upon by the Trustee (or any of the Trustee Professionals) in connection with preparation or defense of any litigation, including, without limitation, the following lawsuits: (a) *Burns, as Chapter 7 Trustee for Tricolor Holdings, v. Chu et al.*, 3:25-AP-3126 (Bankr. N.D. Tex); (b) *Burns, as Chapter 7 Trustee for Tricolor Holdings, v. Chu*, 2026-000047-CA-01 (Fla. Cnty. Ct., Miami-

Dade); and (c) *Burns, as Chapter 7 Trustee for Tricolor Holdings, v. Chu, et al.*, 25STCV38413 (Ca. Sup. Ct., Los Angeles Cnty.).

RESPONSE TO REQUEST NO. 12

The Trustee incorporates the General Objections into this Response as if set forth fully herein. The Trustee objects to this Request as vague to the extent that “*Burns, as Chapter 7 Trustee for Tricolor Holdings, v. Chu et al.*, 3:25-AP-3126 (Bankr. N.D. Tex)” is undefined. The Trustee will interpret “*Burns, as Chapter 7 Trustee for Tricolor Holdings, v. Chu et al.*, 3:25-AP-3126 (Bankr. N.D. Tex)” to mean *Burns, as Chapter 7 Trustee for Tricolor Holdings, LLC v. Chu, et al.*, 3:25-AP-3126 (Bankr. N.D. Tex.). The Trustee further objects to this Request as vague to the extent that “*Burns, as Chapter 7 Trustee for Tricolor Holdings, v. Chu*, 2026-000047-CA-01 (Fla. Cnty. Ct., Miami-Dade)” is undefined. The Trustee will interpret “*Burns, as Chapter 7 Trustee for Tricolor Holdings, v. Chu*, 2026-000047-CA-01 (Fla. Cnty. Ct., Miami-Dade)” to mean *Burns, as Chapter 7 Trustee for Tricolor Holdings, LLC v. Chu*, 2026-000047-CA-01 (Fla. Cnty. Ct., Miami-Dade). The Trustee further objects to this Request as vague to the extent that “*Burns, as Chapter 7 Trustee for Tricolor Holdings, v. Chu, et al.*, 25STCV38413 (Ca. Sup. Ct., Los Angeles Cnty.)” is undefined. The Trustee will interpret “*Burns, as Chapter 7 Trustee for Tricolor Holdings, v. Chu, et al.*, 25STCV38413 (Ca. Sup. Ct., Los Angeles Cnty.)” to mean *Burns, as Chapter 7 Trustee for Tricolor Holdings, LLC v. Chu, et al.*, 25STCV38413 (Ca. Sup. Ct., Los Angeles Cnty.).

The Trustee objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege. The Trustee objects to this Request as overbroad as it seeks documents far beyond the scope of the Motion which is limited to requesting a surcharge on collateral for Veracity’s and Vervent’s work related to the bankruptcy proceeding and asking the Court to order payment of such surcharge.

This Request assumes, without basis, that the Trustee cannot surcharge collateral until the Court determines which property belongs to the debtor and therefore seeks information far beyond what is needed to resolve the Motion. The Trustee further objects to this Request as cumulative and duplicative of other Requests, including Request No. 10.

Except to the extent produced in response to other Requests, the Trustee will not produce documents responsive to this Request.

REQUEST NO. 13

All documents and communications discussing or analyzing Veracity's services for the Trustee (or for any of the Trustee Professionals), including cost of such services.

RESPONSE TO REQUEST NO. 13

The Trustee incorporates the General Objections into this Response as if set forth fully herein. The Trustee objects to this Request as overbroad to the extent it requests “[a]ll documents and communications” without limitation or specification of recipient or author. The Trustee further objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege. The Trustee further objects to this Request as overly broad, unduly burdensome, irrelevant, and not proportional to the needs of this case because it seeks information not related to the claims or defenses of any party in this action. The Trustee further objects to this Request as unduly burdensome compared to the scope of the Motion to the extent that it seeks ESI. The scope of this Request is not proportional to the Motion, and furthermore, the vast majority of the Trustee's communications with Veracity are privileged.

Except to the extent produced in response to other Requests, the Trustee will not produce documents responsive to this Request.

REQUEST NO. 14

All communications between the Trustee (or any of the Trustee Professionals) and Capstone or Vervent discussing Veracity including, without limitation, communications discussing Veracity's retention by the Trustee, the need thereof, and the scope of Veracity's services or work.

RESPONSE TO REQUEST NO. 14

The Trustee incorporates the General Objections into this Response as if set forth fully herein. The Trustee objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege. The Trustee further objects to this Request as overly broad, unduly burdensome, irrelevant, and not proportional to the needs of this case because it seeks information not related to the claims or defenses of any party in this action. The Trustee further objects to this Request as unduly burdensome compared to the scope of the Motion to the extent that it seeks ESI. The scope of this Request is not proportional to the Motion, and furthermore, the vast majority of the Trustee's communications with Veracity are privileged. The Trustee further objects to this Request as cumulative and duplicative of other Requests, including Request Nos. 4, 5, 6, 15, and 16.

Except to the extent produced in response to other Requests, the Trustee will not produce documents responsive to this Request.

REQUEST NO. 15

All documents and communications relating to any pitch, marketing, or other solicitation materials that the Trustee (or any of the Trustee Professionals) received from Veracity, or any alternative vendors, in connection with soliciting and engaging a vendor to perform the services identified in the Motion.

RESPONSE TO REQUEST NO. 15

The Trustee incorporates the General Objections into this Response as if set forth fully herein. The Trustee objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege. The

Trustee further objects to this Request as overly broad, unduly burdensome, irrelevant, and not proportional to the needs of this case because it seeks information not related to the claims or defenses of any party in this action. The Trustee further objects to this Request as unduly burdensome compared to the scope of the Motion to the extent that it seeks ESI. The scope of this Request is not proportional to the Motion, and furthermore, the vast majority of the Trustee's communications with Veracity are privileged. The Trustee further objects to this Request as cumulative and duplicative of other Requests, including Request Nos. 5, 13, and 14.

Except to the extent produced in response to other Requests, the Trustee will not produce documents responsive to this Request.

REQUEST NO. 16

All documents and communications regarding former employees of the pre-petition Debtors whom the Trustee or Vervent or Veracity hired, including, without limitation, communications discussing such former employees' hiring by the Trustee or Vervent or Veracity, the need thereof, and the scope of the former employees' services or work.

RESPONSE TO REQUEST NO. 16

The Trustee incorporates the General Objections into this Response as if set forth fully herein. The Trustee objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege. The Trustee further objects to this Request as overly broad, unduly burdensome, irrelevant, and not proportional to the needs of this case because it seeks information not related to the claims or defenses of any party in this action. The Trustee further objects to this Request as cumulative and duplicative of other Requests, including Request Nos. 4, 5, and 14.

Except to the extent produced in response to other Requests, the Trustee will not produce documents responsive to this Request.

REQUEST NO. 17

Request is made for direct access to IDMS, Dealertrack, and any other key systems the Debtors used to track and record the Vehicle Inventory or the Retail Installment Contracts Portfolio.

RESPONSE TO REQUEST NO. 17

The Trustee incorporates the General Objections into this Response as if set forth fully herein. The Trustee will produce documents in response to this Request according to the procedures set forth in the Sale Procedures Order.

SPECIFIC RESPONSES AND OBJECTIONS TO INTERROGATORIES

INTERROGATORY NO. 1

Identify with particularity all other Chapter 7 bankruptcy proceedings where the Trustee was appointed as the Chapter 7 trustee and retained Veracity.

RESPONSE TO INTERROGATORY NO. 1

The Trustee incorporates the General Objections into this Response as if set forth fully herein. The Trustee objects to this Interrogatory as vague to the extent that “with particularity” is undefined. The Trustee will interpret “with particularity” to mean the case caption. The Trustee also objects to this Interrogatory as overbroad and unduly burdensome in seeking her to identify “all” other Chapter 7 bankruptcy proceedings where the Trustee was appointed as the Chapter 7 trustee and retained Veracity, regardless of whether those proceedings are at all relevant to the current proceeding. The Trustee objects to this Interrogatory to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege.

The Trustee states she has not retained Veracity in any other Chapter 7 bankruptcy proceeding in which she was appointed as the Chapter 7 trustee.

INTERROGATORY NO. 2

Identify all of the Debtors' former employees whom the Trustee or Vervent hired in connection with the above-captioned matter and describe with particularity the work they performed and any specialized technical or institutional knowledge or expertise held by each.

RESPONSE TO INTERROGATORY NO. 2

The Trustee incorporates the General Objections into this Response as if set forth fully herein. The Trustee objects to this Interrogatory as vague to the extent that "any specialized technical or institutional knowledge or expertise" is undefined. The Trustee will interpret "any specialized technical or institutional knowledge or expertise" to mean any degrees or certificates held that are related to each employee's work at Vervent. The Trustee objects to this Interrogatory as compound, and/or containing multiple discrete subparts within the meaning of Rule 33(a) of the Federal Rules of Civil Procedure, because it calls for the Trustee to "[i]dentify all of the Debtors' former employees whom the Trustee or Vervent hired in connection with the above-captioned matter" and "describe with particularity the work they performed" and "any specialized technical or institutional knowledge or expertise held by each." The Trustee objects to this Interrogatory to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege.

Except to the extent provided in response to another Interrogatory, the Trustee will not provide any additional information in response to this Interrogatory.

INTERROGATORY NO. 3

Identify by VIN the vehicles which constitute property of the Debtors' estates.

RESPONSE TO INTERROGATORY NO. 3

The Trustee incorporates the General Objections into this Response as if set forth fully herein. The Trustee will provide information in response to this Interrogatory according to the procedures set forth in Sale Procedures Order.

INTERROGATORY NO. 4

Identify by loan number, borrower, and amount the Retail Installment Contracts that constitute property of the Debtors' estates.

RESPONSE TO INTERROGATORY NO. 4

The Trustee incorporates the General Objections into this Response as if set forth fully herein. The Trustee will provide information in response to this Interrogatory according to the procedures set forth in Sale Procedures Order.

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Dated: New York, New York
March 20, 2026

Respectfully submitted,

/s/ Julia M. Beskin

Julia M. Beskin (admitted *pro hac vice*)
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Counsel to the Chapter 7 Trustee

CERTIFICATE OF SERVICE

I certify that on March 20, 2026, I caused a copy of the foregoing motion to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas on all registered participants who have appeared in this case.

Dated: March 20, 2026
New York, New York

MCDERMOTT WILL & SCHULTE LLP

/s/ Julia M. Beskin
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Counsel to the Chapter 7 Trustee

Exhibit E

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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.)	(Jointly Administered)
)	

**VERACITY FORENSICS LLC’S RESPONSES AND OBJECTIONS TO TBK BANK,
SSB’S FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS AND FIRST SET OF
INTERROGATORIES**

Pursuant to Federal Rules of Civil Procedure 26, 33, and 34, made applicable herein by Federal Rules of Bankruptcy Procedure 9014, 7026, 7033, and 7034, Veracity Forensics LLC (“Veracity”), hereby responds and objects to TBK Bank, SSB’s (“TBK”) First Requests for

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, TAG Asset Funding, LLC, and Apoyo Financial, LLC.

Production of Documents and First Set of Interrogatories to Veracity Forensics LLC (collectively, incorporating the Definitions, Instructions, and each Request, the “Requests,” and individually, a “Request,” and incorporating the Definitions, Instructions, and each Interrogatory, the “Interrogatories”, and individually, an “Interrogatory”), dated March 11, 2026, as follows:

GENERAL OBJECTIONS

Veracity responds and objects to each and every Request and Interrogatory propounded by TBK on the following grounds, which shall be deemed incorporated into each of the following answers to said Requests and Interrogatories. Veracity submits its Responses to the Requests and Interrogatories subject to and without waiving any of the following General Objections:

1. Veracity objects to the Requests and Interrogatories to the extent they conflict with, are in a different form from, or purport to expand upon the obligations imposed or authorized by the Federal Rules of Civil Procedure (“FRCP”), Federal Rules of Bankruptcy Procedure (“FRBP”), Local Rules of the Bankruptcy Court of the Northern District of Texas, Dallas Division (“Local Rules”), and/or any other applicable laws, rules, or regulations.

2. Veracity objects to the Requests and Interrogatories to the extent they seek information and/or documents protected from disclosure by the attorney-client, common-interest and/or joint-defense privileges, the attorney work-product doctrine, or any other applicable privilege or immunity, or that were prepared in anticipation of litigation and/or constitute or disclose the mental impressions, conclusions, opinions, or legal theories of any attorney or other representative of Veracity concerning this or any other legal proceeding. To the extent any Request or Interrogatory may be construed as seeking disclosure of such documents or information subject to any of those privileges or protections, Veracity invokes such privileges or protections and will construe the Request or Interrogatory as not seeking such information. Such information and/or

documents shall not be provided in response thereto, and inadvertent disclosure of the same shall not be deemed a waiver of any applicable privilege or protection, and any such information, document or communication shall be returned to Veracity or its attorneys, along with any copies made thereof.

3. Veracity objects to the Requests and Interrogatories to the extent that they are vague, ambiguous, unduly burdensome, and/or seek information and documents that are not relevant to any parties' claims or defenses or seek information that is not proportional to the needs of this case.

4. Veracity objects to the Requests and Interrogatories to the extent that they presume the existence of certain facts, or are based on assumptions neither proven by TBK nor admitted by Veracity. Veracity's willingness to respond to any Request or Interrogatory, or its production of documents or information responsive to any such Request or Interrogatory, does not constitute in any manner Veracity's admission to any of the assertions set forth or assumed in the Request or Interrogatory, nor does it constitute a waiver of Veracity's objections thereto.

5. Veracity objects to the Requests and Interrogatories to the extent they purport to require Veracity to obtain and produce information and documents outside of its possession, custody, or control. Veracity will produce responsive documents within its actual or constructive possession and expressly disclaims the obligation to produce information or documents within the actual or constructive possession of others.

6. Veracity objects to the Requests and Interrogatories to the extent that they seek business record, confidential, trade secret, and/or proprietary information not subject to public disclosure.

7. Veracity objects to the Requests and Interrogatories to the extent that the information and/or documents sought are unreasonably cumulative or duplicative, are already within TBK's possession or are obtainable from some other source that is more convenient, less burdensome or less expensive.

8. Veracity's responses and objections are made based on a reasonable investigation to date. That investigation is ongoing. Veracity reserves the right to amend or supplement their responses and objections.

9. Veracity objects to the definition of "Capstone" as vague. Veracity will interpret "Capstone" to mean CRS Capstone Partners LLC only.

10. Veracity objects to the definitions of the terms "Communications," and "Documents," to the extent that they are overly broad and seek to impose obligations on Veracity that exceed those required by the FRCP, FRBP, Local Rules, or any other applicable laws, rules or regulations.

11. Veracity objects to the definitions of "You," "Your," and "Yours" as overbroad, vague, and ambiguous, to the extent that they purport to include the terms "other individuals representing, advising, or otherwise working for Veracity or at Veracity's direction." Veracity will interpret "You," "Your," and "Yours" to mean Veracity only.

12. Veracity objects to each and every Request seeking electronically stored information ("ESI") as unduly burdensome given the scope of the *Chapter 7 Trustee's Motion for Entry of an Order (I) Authorizing the Trustee to Surcharge the Prepetition Lenders' Collateral, (II) Limiting the Prepetition Lenders' Liens on Proceeds of the Collateral, (III) Order the Prepetition Lenders to Pay the Expenses, and (IV) Granting Related Relief* (the "Motion"), filed in the above-captioned matter on February 28, 2026, at Docket No. 916. The scope of these

Requests and Interrogatories is not proportional to the Motion, which is limited to requesting a surcharge on collateral for Veracity's and Vervent, Inc.'s ("Vervent") work related to the bankruptcy proceeding and asking the Court to order payment of such surcharge. Furthermore, the vast majority of the Veracity's communications with the Trustee and Capstone are privileged.

SPECIFIC RESPONSES AND OBJECTIONS TO REQUESTS FOR PRODUCTION

REQUEST NO. 1

The Engagement Letter executed between the Trustee and Veracity in connection with the above-captioned matter.

RESPONSE TO REQUEST NO. 1

Veracity incorporates the General Objections into this Response as if set forth fully herein. Veracity will produce the Engagement Letter between the Trustee and Veracity, and its addendum.

REQUEST NO. 2

Any and all master services agreements, scope of work documents, or other agreements, documents, or communications related to the Engagement Letter or the work to be performed by Veracity for the Trustee (or any of the Trustee Professionals) in connection with the above-captioned matter.

RESPONSE TO REQUEST NO. 2

Veracity incorporates the General Objections into this Response as if set forth fully herein. Veracity objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege. Veracity further objects to this Request as overly broad, unduly burdensome, irrelevant, and not proportional to the needs of this case because it seeks information not related to the claims or defenses of any party in this action. Veracity objects to this Request as unduly burdensome to the extent it requests "communications" related to the Engagement Letter as they are not relevant and not proportional to the needs of the case.

Veracity will produce any master service agreements, scope of work documents, and other agreements, to the extent they exist.

REQUEST NO. 3

All documents showing the identities and employers of persons associated with Veracity who actually performed work for the Trustee (or any of the Trustee Professionals), along with all documents showing the nature and scope of services provided by each such individual.

RESPONSE TO REQUEST NO. 3

Veracity incorporates the General Objections into this Response as if set forth fully herein. Veracity objects to this Request as overbroad to the extent it requests “[a]ll documents” without limitation or specification of recipient or author. Veracity further objects to this Request as vague to the extent that “persons associated with Veracity” is undefined. Veracity interprets “persons associated with Veracity” to mean employees of Veracity. Veracity also objects to this Request to the extent that it requests information not within Veracity’s possession, custody, or control. Additionally, Veracity objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege. Veracity further objects to this Request as overly broad, unduly burdensome, irrelevant, and not proportional to the needs of this case because it seeks information not related to the claims or defenses of any party in this action, including with regards to the request for the “identities and employers” of Veracity employees. Veracity further objects to this Request as cumulative and duplicative of other Requests, including Request No. 4.

Notwithstanding the foregoing, documents produced in response to Request No. 4 will satisfy Request No. 3.

REQUEST NO. 4

All invoices, time records, and expense statements of Veracity, including any invoices, time records, and expense statements of third-party contractors or vendors associated, used by, or affiliated with Veracity, for work performed for the Trustee (or any of the Trustee Professionals).

RESPONSE TO REQUEST NO. 4

Veracity incorporates the General Objections into this Response as if set forth fully herein. Veracity objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege.

Veracity will produce invoices, which include time entries, but reserves the right to redact these invoices for privilege.

REQUEST NO. 5

Documents showing the specific tasks and workstreams Veracity performed for the Trustee (or any of the Trustee Professionals) related to the Debtors' Vehicle Inventory and Retail Installment Contracts Portfolio.

RESPONSE TO REQUEST NO. 5

Veracity incorporates the General Objections into this Response as if set forth fully herein. Veracity objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege.

Veracity will produce documents in response to this Request according to the procedures set forth in the *Order Granting Chapter 7 Trustee's Amended Emergency Motion To (I) Sell Estate Assets Free And Clear Of All Liens, Claims, Encumbrances, And Interests, (II) Establish Sale Procedures, And (III) Granting Related Relief* ("Sale Procedures Order"), Docket No. 593.

REQUEST NO. 6

All documents or communications (including in connection with a potential post-petition financing) discussing any budgets or estimates of fees and expenses of Veracity in connection with its work for the Trustee (or any of the Trustee Professionals).

RESPONSE TO REQUEST NO. 6

Veracity incorporates the General Objections into this Response as if set forth fully herein. Veracity objects to this Request as overbroad to the extent it requests "[a]ll documents and communications" without limitation or specification of recipient or author. Veracity also objects

to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege. Veracity further objects to this Request as overly broad, unduly burdensome, irrelevant, and not proportional to the needs of this case because it seeks information not related to the claims or defenses of any party in this action. Veracity further objects to this Request as unduly burdensome compared to the scope of the Motion to the extent that it seeks ESI. The scope of this Request is not proportional to the Motion, and furthermore, the vast majority of the Trustee's communications with Veracity are privileged. Veracity further objects to this Request as cumulative and duplicative of other Requests, including Request Nos. 8 and 11.

Veracity will not produce documents responsive to this Request, however Veracity will produce any estimates or budgets provided by Veracity to the Trustee, to the extent they exist.

REQUEST NO. 7

All work product of Veracity that was delivered to the Trustee (or any of the Trustee Professionals), Capstone, or Vervent. To the extent the work product involved restoration of electronic systems, request is made to inspect such systems or otherwise receive copies of the data on such systems.

RESPONSE TO REQUEST NO. 7

Veracity incorporates the General Objections into this Response as if set forth fully herein. Veracity objects to this Request as vague to the extent that "such systems" is undefined. Veracity requires clarification to respond to this Request. Veracity objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege. Veracity objects to this Request as overbroad as it seeks documents far beyond the scope of the Surcharge Motion which is limited to requesting a surcharge on collateral for Vervent's work related to the bankruptcy proceeding and asking the Court to order payment of such surcharge. This Request assumes, without basis, that the Trustee cannot

surcharge collateral until the Court determines which property belongs to the debtor and therefore seeks information far beyond what is needed to resolve the Motion. Veracity also objects to this request as unduly burdensome because it asks Veracity to produce all 145 terabytes of data collected by Veracity in relation to the above-captioned matter. Veracity finally objects to this Request as an inappropriate use of document requests because it requests that Veracity allow direct access to files without any review or privilege screening. Veracity finally objects to this Request because it requests that Veracity produce documents outside of the Sale Process Order.

Except to the extent produced in response to other Requests, Veracity will not produce documents responsive to this Request.

REQUEST NO. 8

All documents and communications relating to any pitch, marketing, or other solicitation materials that Veracity provided to the Trustee (or any of the Trustee Professionals).

RESPONSE TO REQUEST NO. 8

Veracity incorporates the General Objections into this Response as if set forth fully herein. Veracity objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege. Veracity further objects to this Request as overly broad, unduly burdensome, irrelevant, and not proportional to the needs of this case because it seeks information not related to the claims or defenses of any party in this action. Veracity further objects to this Request as unduly burdensome compared to the scope of the Motion to the extent that it seeks ESI. The scope of this Request is not proportional to the Motion, and furthermore, the vast majority of the Veracity's communications with the Trustee are privileged. Veracity further objects to this Request as cumulative and duplicative of other Requests, including Request Nos. 6 and 11.

Except to the extent produced in response to other Requests, Veracity will not produce documents responsive to this Request.

REQUEST NO. 9

All communications between Capstone and Veracity.

RESPONSE TO REQUEST NO. 9

Veracity incorporates the General Objections into this Response as if set forth fully herein. Veracity objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege. Veracity further objects to this Request as overly broad, unduly burdensome, irrelevant, and not proportional to the needs of this case because it seeks information not related to the claims or defenses of any party in this action. Veracity further objects to this Request as unduly burdensome compared to the scope of the Motion to the extent that it seeks ESI. The scope of this Request is not proportional to the Motion, and furthermore, the vast majority of the Veracity's communications with the Trustee are privileged. Veracity further objects to this Request as cumulative and duplicative of other Requests, including Request Nos. 10 and 11. Veracity objects to this Request to the extent it purports to require Veracity to obtain and produce documents outside of its possession, custody, or control.

Except to the extent produced in response to other Requests, Veracity will not produce documents responsive to this Request.

REQUEST NO. 10

All communications between Vervent and Veracity.

RESPONSE TO REQUEST NO. 10

Veracity incorporates the General Objections into this Response as if set forth fully herein. Veracity objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege. Veracity further

objects to this Request as overly broad, unduly burdensome, irrelevant, and not proportional to the needs of this case because it seeks information not related to the claims or defenses of any party in this action. Veracity further objects to this Request as unduly burdensome compared to the scope of the Motion to the extent that it seeks ESI. The scope of this Request is not proportional to the Motion, and furthermore, the vast majority of the Veracity's communications with the Trustee are privileged. Veracity further objects to this Request as cumulative and duplicative of other Requests, including Request Nos. 9 and 11. Veracity objects to this Request to the extent it purports to require Veracity to obtain and produce documents outside of its possession, custody, or control.

Except to the extent produced in response to other Requests, Veracity will not produce documents responsive to this Request.

REQUEST NO. 11

All communications between Veracity, on one hand, and the Trustee or counsel for the Trustee, on the other hand.

RESPONSE TO REQUEST NO. 11

Veracity incorporates the General Objections into this Response as if set forth fully herein. Veracity objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege. Veracity further objects to this Request as overly broad, unduly burdensome, irrelevant, and not proportional to the needs of this case because it seeks information not related to the claims or defenses of any party in this action. Veracity further objects to this Request as unduly burdensome compared to the scope of the Motion to the extent that it seeks ESI. The scope of this Request is not proportional to the Motion, and furthermore, the vast majority of the Veracity's communications with the Trustee are privileged. Veracity further objects to this Request as cumulative and duplicative of other Requests, including Request Nos. 6, 8, 9, and 10. Veracity objects to this Request to the extent it purports to require

Veracity to obtain and produce information and documents outside of its possession, custody, or control. The scope of this Request is not proportional to the Motion, and furthermore, the vast majority of the Trustee's communications with Veracity are privileged.

Except to the extent produced in response to other Requests, Veracity will not produce documents responsive to this Request.

SPECIFIC RESPONSES AND OBJECTIONS TO INTERROGATORIES

INTERROGATORY NO. 1

Identify with particularity the specific tasks and workstreams Veracity performed for the Trustee (or any of the Trustee Professionals) and, as part of your response, please identify each of the Debtors' electronic systems, databases, records, devices, and other files that Veracity worked on and explain what it did regarding each.

RESPONSE TO INTERROGATORY NO. 1

Veracity incorporates the General Objections into this Response as if set forth fully herein. Veracity objects to this Interrogatory as vague to the extent that "with particularity" is undefined. Veracity will interpret "with particularity" to mean identify. Veracity objects to this Interrogatory as compound, and/or containing multiple discrete subparts within the meaning of Rule 33(a) of the Federal Rules of Civil Procedure, because it calls for Veracity to "[i]dentify with particularity the specific tasks and workstreams Veracity performed for the Trustee" and "please identify each of the Debtors' electronic systems, databases, records, devices, and other files that Veracity worked on and explain what it did regarding each." Veracity objects to this Interrogatory to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege.

Except to the extent provided in response to another Interrogatory or Request, Veracity will not provide any additional information in Response to this Interrogatory.

INTERROGATORY NO. 2

Identify all professionals employed by or associated with Veracity who worked on matters for the Debtors or the Trustee (or any of the Trustee Professionals) and describe with particularity the work performed and any specialized technical expertise held by each.

RESPONSE TO INTERROGATORY NO. 2

Veracity incorporates the General Objections into this Response as if set forth fully herein. Veracity objects to this Interrogatory as vague to the extent that “with particularity” is undefined. Veracity will interpret “with particularity” to mean identify. Veracity objects to this Interrogatory as compound, and/or containing multiple discrete subparts within the meaning of Rule 33(a) of the Federal Rules of Civil Procedure, because it calls for Veracity to “[i]dentify all professionals employed by or associated with Veracity who worked on matters for the Debtors or the Trustee” and “describe with particularity the work performed and any specialized technical expertise held by each.” Veracity objects to this Interrogatory to the extent that it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, or any other privilege.

Except to the extent provided in response to another Interrogatory or Request, Veracity will not provide any additional information in Response to this Interrogatory.

Dated: New York, New York
March 20, 2026

Respectfully submitted,

/s/ Julia M. Beskin

Julia M. Beskin (admitted *pro hac vice*)
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Counsel to the Chapter 7 Trustee

CERTIFICATE OF SERVICE

I certify that on March 20, 2026, I caused a copy of the foregoing motion to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas on all registered participants who have appeared in this case.

Dated: March 20, 2026
New York, New York

MCDERMOTT WILL & SCHULTE LLP

/s/ Julia M. Beskin
Julia M. Beskin (admitted *pro hac vice*)
919 Third Avenue
New York, New York 10022
Telephone: (212) 756-2000
E-mail: jbeskin@mcdermottlaw.com

Counsel to the Chapter 7 Trustee

Exhibit F

Veracity Forensics LLC

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 Dallas, TX 75254-3112 USA
 +18774996878
 accounting@veracityforensics.com



VERACITY FORENSICS LLC
 DIGITAL INVESTIGATION AND DISCOVERY EXPERTS

INVOICE

BILL TO
 Chapter 7 Trustee Anne Burns
 Tricolor Holdings, LLC
 900 Jackson Street
 Suite 570, Founders Square
 Dallas, TX 75202

INVOICE 1812
DATE 11/30/2025
TERMS Due on receipt
DUE DATE 11/30/2025

REFERENCE
 Case No. 25-33487-mv17

TX LICENSE
 A22974701

VF RECORD ID
 161660137203

DESCRIPTION	QTY	RATE	AMOUNT
Forensic Image of Windows Computer See attached collection report	5	850.00	4,250.00T
Forensic Collection of Email See attached collection report	2	650.00	1,300.00T
Forensic Collection of Cloud Storage or Application	15	650.00	9,750.00T
Analyst Time See attached billing detail	12	325.00	3,900.00T
Forensic Consulting Time See attached billing detail	204	425.00	86,700.00T
IT Project Technician Time See attached billing detail	73.25	325.00	23,806.25T
eDiscovery Project Management See attached billing detail	171.05	250.00	42,762.50T
Storage of Original Physical Devices -92 tablets -162 laptops -105 desktops -27 mobile phones -22 Various CDs, external drives, etc	408	50.00	20,400.00T
Storage of Drives with Original Forensic Images	12	50.00	600.00T
Storage of Cloud Accounts See attached Cloud Storage detail	1	18,971.64	18,971.64T
Relativity - Hosting Review	365.63	10.00	3,656.30T
Relativity - Hosting ECA	3,105.40	5.00	15,527.00T
Relativity - Hosting Users	25	100.00	2,500.00T

Materials 2 150.00 300.00T
5TB Passport Sent to: Cade Sutter
5TB Passport for Tekzenit

We appreciate the opportunity to be of service. ACH & check payments are preferred and credit card payments are accepted with a 3.5% processing fee. Please email accounting@governorsfunders.com to request a payment link.

SUBTOTAL	234,423.69
TAX	16,806.71
TOTAL	251,230.40
<hr/>	
BALANCE DUE	\$251,230.40



Start Date	Description	Task	User	Billable	Duration	Rate	Amount
10/24/2025	Phase: Data Snapshot and Migration Activity: Set up a VPN for Lane to use trico-sql-1 remotely	IT Project Technician	MG	Yes	2.00	\$325.00	\$650.00
10/27/2025	Phase: Data Snapshot and Migration Activity: Set up a VPN for Lane to use trico-sql-1 remotely	IT Project Technician	MG	Yes	1.25	\$325.00	\$406.25
10/28/2025	Phase: Data Snapshot and Migration Activity: Set up a VPN for Lane to use trico-sql-1 remotely	IT Project Technician	MG	Yes	2.00	\$325.00	\$650.00

11/03/2025	Attend Internal Team Status Meeting	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/03/2025	Attend eDiscovery processing and hosting meeting.	Forensic Consulting	CM	Yes	0.75	\$425.00	\$318.75
11/03/2025	Deliver M365 Email for processing 439a, 441a, 447a - 449a	Forensic Consulting	CM	Yes	2.00	\$425.00	\$850.00
11/03/2025	Prepare for and conduct Veracity Core Team daily status call	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/03/2025	Prepared for and attended Veracity internal meeting to discuss Project Status.	Forensic Consulting	DF	Yes	0.50	\$425.00	\$212.50
11/03/2025	Relativity status status call with Veracity hosting team (D. Downs)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/03/2025	Correspondance and tasks for identifying shared folder files for leases and agreements (J. Pollock)	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/03/2025	Update communication with Vervent regarding contractor list and system access (H. Taborda)	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/03/2025	Correspondance and discussion of evidence tags for Tricolor firewall hardware from headquarters move (M. Gray)	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/03/2025	Discussion and set up access for Capstone subject matter expert for IDMS system (S. Hall)	Forensic Consulting	LS	Yes	1.50	\$425.00	\$637.50
11/03/2025	Redacted	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/03/2025	Shared folder searches for leases, contracts, and agreements	Forensic Consulting	LS	Yes	1.50	\$425.00	\$637.50
11/03/2025	Draft matching of inactive mailboxes to company directory	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/03/2025	Review current batch of Relativity search term reports	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/03/2025	Verify personal email contacts for key custodians	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/03/2025	Phase: Data Snapshot and Migration Activity: Device Collection and Inventory	IT Project Technician	MG	Yes	1.50	\$325.00	\$487.50
11/03/2025	Phase: Obtain access and Data Collection Activity: Azure Discovery	IT Project Technician	JL	Y	0.50	\$325.00	\$162.50

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/03/2025	Redacted	Data Hosting Project Management	DD	Yes	3.25	\$250.00	\$812.50
11/03/2025	Redacted	Data Hosting Project Management	DP	Yes	0.75	\$250.00	\$187.50
11/03/2025	Redacted	Data Hosting Project Management	DP	Yes	0.75	\$250.00	\$187.50
11/03/2025	Redacted	Data Hosting Project Management	DP	Yes	0.75	\$250.00	\$187.50
11/03/2025	Setup and/or modify Search Term Report; setup Saved Searches based upon same; and reported results.	Data Hosting Project Management	DD	Yes	1.75	\$250.00	\$437.50
11/03/2025	Updated Structured Analytics.	Data Hosting Project Management	RF	Yes	0.25	\$250.00	\$62.50
11/03/2025	Redacted	Data Hosting Project Management	DP	Yes	0.75	\$250.00	\$187.50
11/03/2025	Bluefin – Status Meeting	Data Hosting Project Management	RM	Yes	0.75	\$250.00	\$187.50

11/04/2025	Prepare for and conduct Veracity Core Team daily status call	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/04/2025	Prepared for and attended Veracity internal meeting to discuss Project Status.	Forensic Consulting	DF	Yes	0.50	\$425.00	\$212.50
11/04/2025	Relativity status status call with Veracity hosting team (D. Downs)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/04/2025	Redacted	Project Management	GZ	Yes	0.25	\$325.00	\$81.25

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/04/2025	Prepare for and conduct call regarding Capstone IDMS access and available reports (S. Hall)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/04/2025	Tricolor weekly Vervent and Trustee meeting	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/04/2025	Continue shared folder searches for leases, contracts, and agreements	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/04/2025	Redacted	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/04/2025	Redacted	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/04/2025	Redacted	Forensic Consulting	LS	Yes	1.50	\$425.00	\$637.50
11/04/2025	Redacted	Forensic Consulting	CM	Yes	0.25	\$425.00	\$106.25
11/04/2025	Attend Internal Team Status Meeting	Forensic Consulting	CM	Yes	0.25	\$425.00	\$106.25
11/04/2025	Attend eDiscovery processing and hosting meeting.	Forensic Consulting	CM	Yes	0.75	\$425.00	\$318.75
11/04/2025	Phase: Obtain access and Data Collection Activity: Azure Discovery	IT Project Technician	JL	Yes	1.00	\$325.00	\$325.00
11/04/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	JL	Yes	0.50	\$325.00	\$162.50
11/04/2025	Phase: Azure environment replication secure site Activity: SQL Server	IT Project Technician	MV	Yes	2.00	\$325.00	\$650.00
11/04/2025	Phase: Azure environment replication secure site Activity: SQL Server	IT Project Technician	MV	Yes	1.50	\$325.00	\$487.50
11/04/2025	Redacted	Data Hosting Project Management	LK	Yes	2.00	\$250.00	\$500.00
11/04/2025	Daily Status Call. Update and track data inventory; work with review consultants on search term "53" options.	Data Hosting Project Management	DD	Yes	1.50	\$250.00	\$375.00
11/04/2025	Redacted	Data Hosting Project Management	DP	Yes	0.75	\$250.00	\$187.50

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/04/2025	Redacted	Data Hosting Project Management	DP	Yes	0.75	\$250.00	\$187.50
11/04/2025	Redacted	Data Hosting Project Management	DP	Yes	0.75	\$250.00	\$187.50
11/04/2025	Redacted	Data Hosting Project Management	BS	Yes	2.25	\$250.00	\$562.50
11/04/2025	Bluefin – Status Meeting	Data Hosting Project Management	RM	Yes	0.75	\$250.00	\$187.50
11/04/2025	Assist in false term hit identification and search term analysis.	Data Hosting Project Management	KS	Yes	1.30	\$250.00	\$325.00

11/05/2025	Prepare for and conduct Veracity Core Team daily status call	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/05/2025	Relativity status status call with Veracity hosting team (D. Downs)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/05/2025	Redacted	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/05/2025	Conduct matching of inactive mailboxes to company directory with second matching method	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/05/2025	Update data hosting cross-reference for planned call with Counsel	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/05/2025	Review saved search term structure in Relativity and make adjustments and updates	Forensic Consulting	LS	Yes	2.00	\$425.00	\$850.00
11/05/2025	Review saved search term structure in Relativity and make adjustments and updates	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/05/2025	Attend Internal Team Status Meeting	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/05/2025	Attend eDiscovery processing and hosting meeting.	Forensic Consulting	CM	Yes	0.25	\$425.00	\$106.25
11/05/2025	Imaging Desktops	Imaging (Computer)	JL	No	1.00	\$0.00	\$0.00
11/05/2025	Put in Asset Tags and Rm# on airtable	Evidence Management	JL	No	2.00	\$0.00	\$0.00
11/05/2025	Redacted	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/05/2025	Redacted	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/05/2025	Phase: Obtain access and Data Collection Activity: Azure Discovery	IT Project Technician	JL	Yes	5.00	\$325.00	\$1,625.00
11/05/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	JL	Yes	0.50	\$325.00	\$162.50
11/05/2025	Redacted	Data Hosting Project Management	DD	Yes	1.00	\$250.00	\$250.00
11/05/2025	Redacted	Data Hosting Project Management	AP	Yes	0.75	\$250.00	\$187.50
11/05/2025	Redacted	Data Hosting Project Management	BS	Yes	1.00	\$250.00	\$250.00
11/05/2025	Redacted	Data Hosting Project Management	BS	Yes	2.25	\$250.00	\$562.50
11/05/2025	Redacted	Data Hosting Project Management	DP	Yes	0.75	\$250.00	\$187.50
11/05/2025	Review incoming data "SA_VOL001.zip" and implement the intake workflows per the matter specifications, verify provided zip file and coordinate the loading of the same in preparation for review by the case team as well as coordinate for the credential for the internal zip file to extract for processing.	Data Hosting Project Management	DP	Yes	0.75	\$250.00	\$187.50
11/05/2025	Redacted	Data Hosting Project Management	BS	Yes	1.00	\$250.00	\$250.00
11/05/2025	Redacted	Data Hosting Project Management	RM	Yes	0.75	\$250.00	\$187.50

11/06/2025	Create copy of 434a, 437a, 440a, 442a, and 443a M365 Email data for delivery for processing and hosting.	Forensic Consulting	CM	Yes	1.00	\$425.00	\$425.00
11/06/2025	Redacted	Forensic Consulting	CM	Yes	1.75	\$425.00	\$743.75
11/06/2025	Prepare for and conduct Veracity Core Team daily status call	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/06/2025	Prepared for and attended Veracity internal meeting to discuss Project Status.	Forensic Consulting	DF	Yes	0.50	\$425.00	\$212.50
11/06/2025	Relativity status status call with Veracity hosting team (D. Downs)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/06/2025	Redacted	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/06/2025	Redacted	Forensic Consulting	LS	Yes	0.25	\$425.00	\$106.25
11/06/2025	Fulfill urgent request for libremax documents from shared file folders and email	Forensic Consulting	LS	Yes	2.00	\$425.00	\$850.00
11/06/2025	Fulfill urgent request for libremax documents from shared file folders and email	Forensic Consulting	LS	Yes	1.50	\$425.00	\$637.50
11/06/2025	Redacted	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/06/2025	Attend Internal Team Status Meeting	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/06/2025	Put in Asset Tags and Rm# on airtable	Evidence Management	JL	No	6.00	\$0.00	\$0.00
11/06/2025	Attend eDiscovery processing and hosting meeting.	Forensic Consulting	CM	Yes	0.75	\$425.00	\$318.75
11/06/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	JL	Yes	0.50	\$325.00	\$162.50
11/06/2025	Phase: Obtain access and Data Collection Activity: Azure Discovery	IT Project Technician	JL	Yes	1.50	\$325.00	\$487.50
11/06/2025	Phase: Data Snapshot and Migration Activity: Set up a VPN for Lane to use trico-sql-1 remotely	IT Project Technician	MG	Yes	3.25	\$325.00	\$1,056.25
11/06/2025	Phase: Azure environment replication secure site Activity: SQL Server	IT Project Technician	MV	Yes	1.50	\$325.00	\$487.50
11/06/2025	Create search term reports for personal email addresses and mobile numbers; report same to Veracity team.	Data Hosting Project Management	DD	Yes	0.50	\$250.00	\$125.00
11/06/2025	ECA database updates and configurations; processing report; communications and reporting on additional 5 custodial emails.	Data Hosting Project Management	DD	Yes	2.25	\$250.00	\$562.50
11/06/2025	Daily Status Call; adjust permissions and manage groups.	Data Hosting Project Management	DD	Yes	1.00	\$250.00	\$250.00
11/06/2025	Redacted	Data Hosting Project Management	DD	Yes	1.00	\$250.00	\$250.00
11/06/2025	Redacted	Data Hosting Project Management	BS	Yes	1.00	\$250.00	\$250.00

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/06/2025	Third Party Load of Volume: SA_VOL001	Data Hosting Project Management	JT	Yes	1.50	\$250.00	\$375.00
11/06/2025	Communication and coordination for "SA_VOL001", and delivered to client. Doc Count - 907 / Page Count - 12,152	Data Hosting Project Management	AP	Yes	0.25	\$250.00	\$62.50

11/07/2025	Prepare for and conduct Veracity Core Team daily status call	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/07/2025	Prepared for and attended Veracity internal meeting to discuss Project Status.	Forensic Consulting	DF	Yes	0.50	\$425.00	\$212.50
11/07/2025	Relativity status status call with Veracity hosting team (D. Downs)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/07/2025	Ship Drive to Reparior	Evidence Management	JL	No	0.50	\$0.00	\$0.00
11/07/2025	Review current results of urgent request for libremax documents from shared file folders and email	Forensic Consulting	LS	Yes	1.75	\$425.00	\$743.75
11/07/2025	Prepare for and conduct capabilities call with Relativity project manager team regarding AI options (K. Smith)	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/07/2025	Excel Asset Tag List	Evidence Management	JL	No	2.00	\$0.00	\$0.00
11/07/2025	Call with former Tricolor resource regarding share file directory locations (C. Witte)	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/07/2025	Attend laptop examination results meeting with Veracity team (G. Zenochuk)	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/07/2025	Review first data from DropBox file log	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/07/2025	Correspondance with Capstone regarding known Board Member contact details (J. Calandra)	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/07/2025	Correspondance with Trustee regarding a returned laptop (A. Burns)	Forensic Consulting	LS	Yes	0.25	\$425.00	\$106.25
11/07/2025	Discussions with Counsel regarding potential PII on machines at remote TriColor locations (G. Williams)	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/07/2025	Redacted	Project Management	GZ	Yes	0.75	\$325.00	\$243.75
11/07/2025	Attend Internal Team Status Meeting	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/07/2025	Attend eDiscovery processing and hosting meetings.	Forensic Consulting	CM	Yes	1.50	\$425.00	\$637.50
11/07/2025	Redacted	Forensic Consulting	CM	Yes	0.75	\$425.00	\$318.75
11/07/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	JL	Yes	0.50	\$325.00	\$162.50

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/07/2025	Analysis call with L. Spear and K. Smith; permissions updates for entities and alias features, concept classifications.	Data Hosting Project Management	DD	Yes	1.00	\$250.00	\$250.00
11/07/2025	Daily Status Call.	Data Hosting Project Management	DD	Yes	0.75	\$250.00	\$187.50
11/07/2025	Meeting with counsel regarding potential analytics and TAR options for review	Data Hosting Project Management	MK	Yes	1.00	\$250.00	\$250.00
11/07/2025	Call to discuss analytics use for upcoming review and data reduction options.	Data Hosting Project Management	KS	Yes	1.00	\$250.00	\$250.00
11/08/2025	Redacted	Data Hosting Project Management	MP	Yes	0.50	\$250.00	\$125.00

11/10/2025	Prepare for and conduct Veracity Core Team daily status call	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/10/2025	Prepared for and attended Veracity internal meeting to discuss Project Status.	Forensic Consulting	DF	Yes	0.50	\$425.00	\$212.50
11/10/2025	Relativity status status call with Veracity hosting team (D. Downs)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/10/2025	Attended Veracity internal meeting to discuss PII on TriColor devices issued to the field.	Forensic Consulting	DF	Yes	0.50	\$425.00	\$212.50
11/10/2025	Discussions and research on machine inventory at car lot locations (A. Nutaki)	Forensic Consulting	LS	Yes	1.25	\$425.00	\$531.25
11/10/2025	Troubleshooting of login access to newly added Relativity hosting users	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/10/2025	Attend call with Internal engagement team regarding PII at dealerships.	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/10/2025	Confirm logistics on returned laptop request from former employee	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/10/2025	Attend eDiscovery processing and hosting meeting.	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/10/2025	Review Board of Director initial saved searches in Relativity hosting	Forensic Consulting	LS	Yes	1.50	\$425.00	\$637.50
11/10/2025	Discussion of CoveData backup and forensic copy	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/10/2025	Review of Asset List and Identifying Key Devices.	Forensic Consulting	DF	Yes	1.25	\$425.00	\$531.25
11/10/2025	Conversations and planning for new IDMS exports for Counsel (S. Hall)	Forensic Consulting	LS	Yes	1.75	\$425.00	\$743.75
11/10/2025	Compile memo and report of potential PII machines by location	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/10/2025	Call Custodian to verify laptop pickup	Evidence Management	JL	No	0.25	\$0.00	\$0.00
11/10/2025	Phase: Obtain access and Data Collection Activity: Azure Discovery	IT Project Technician	JL	Yes	2.50	\$325.00	\$812.50
11/10/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	JL	Yes	0.50	\$325.00	\$162.50
11/10/2025	Redacted	Data Hosting Project Management	DD	Yes	0.75	\$250.00	\$187.50
11/10/2025	Redacted	Data Hosting Project Management	DD	Yes	0.50	\$250.00	\$125.00
11/10/2025	Redacted	Data Hosting Project Management	DD	Yes	3.50	\$250.00	\$875.00
11/10/2025	Confirm search construction for response to client request	Data Hosting Project Management	MK	Yes	0.50	\$250.00	\$125.00
11/10/2025	Checking on what is restricting McDerrott review group from seeing all 117,489 dos, can only see 11,489 docs	Data Hosting Project Management	RM	Yes	0.25	\$250.00	\$62.50
11/10/2025	Bluefin – Status Meeting	Data Hosting Project Management	RM	Yes	0.75	\$250.00	\$187.50

11/11/2025	Attend eDiscovery processing and hosting meeting.	Forensic Consulting	CM	Yes	0.25	\$425.00	\$106.25
11/11/2025	Attend call with J. Lehw regarding Network shares and cloud storage.	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/11/2025	Prepare for and conduct Veracity Core Team daily status call	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/11/2025	Prepared for and attended Veracity internal meeting to discuss Project Status.	Forensic Consulting	DF	Yes	0.50	\$425.00	\$212.50
11/11/2025	Relativity status status call with Veracity hosting team (D. Downs)	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/11/2025	Pick Up Laptop at Tricolor HQ	Evidence Management	JL	No	1.00	\$0.00	\$0.00
11/11/2025	Tricolor weekly Vervent and Trustee meeting	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/11/2025	Capstone and Veracity weekly status call	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/11/2025	Create full pivots of IT assets by location	Forensic Consulting	LS	Yes	1.25	\$425.00	\$531.25
11/11/2025	Review IDMS uploads from Capstone (S. Hall)	Forensic Consulting	LS	Yes	1.25	\$425.00	\$531.25

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/11/2025	Confirm independent contractor status and adds with Vervent (H. Taborda)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/11/2025	Finding and Matching Images	Evidence Management	JL	No	0.50	\$0.00	\$0.00
11/11/2025	Redacted	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/11/2025	Correspondance with Oracle attorney regarding requested access to Accounting system (C. Farrell)	Forensic Consulting	LS	Yes	0.25	\$425.00	\$106.25
11/11/2025	Attend Internal Team Status Meeting	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/11/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	JL	Yes	0.50	\$325.00	\$162.50
11/11/2025	Review incoming data "iDMS Active Account Balances.zip" and implement the intake workflows per the matter specifications, verify provided zip file and coordinate the loading of the same in preparation for review by the case team.	Data Hosting Project Management	DP	Yes	0.50	\$250.00	\$125.00
11/11/2025	Daily Status Call; custom views/layouts; saved searches for email accounts for JAK; work on promotions of BOD search term hits to Review database.	Data Hosting Project Management	DD	Yes	1.50	\$250.00	\$375.00

11/12/2025	Prepare for and conduct Veracity Core Team daily status call	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/12/2025	Prepared for and attended Veracity internal meeting to discuss Project Status.	Forensic Consulting	DF	Yes	0.50	\$425.00	\$212.50
11/12/2025	Relativity status status call with Veracity hosting team (D. Downs)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/12/2025	Met with J. Lopez to discuss consolidation of WD and DD.	Forensic Consulting	DF	Yes	0.75	\$425.00	\$318.75
11/12/2025	Attend Internal Team Status Meeting	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/12/2025	Drop off HDD at Tekzenit	Evidence Management	JL	No	1.25	\$0.00	\$0.00
11/12/2025	Redacted	Forensic Processing	GZ	Yes	2.00	\$325.00	\$650.00
11/12/2025	Redacted	Forensic Consulting	LS	Yes	1.50	\$425.00	\$637.50
11/12/2025	Attend eDiscovery processing and hosting meeting.	Forensic Consulting	CM	Yes	0.75	\$425.00	\$318.75
11/12/2025	Finding and Matching Images	Evidence Management	JL	No	0.50	\$0.00	\$0.00
11/12/2025	Redacted	Forensic Consulting	LS	Yes	2.50	\$425.00	\$1,062.50

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/12/2025	Prepare for and discuss with Tekzenit regarding Box.com access and history (A. Nutaki)	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/12/2025	Redacted	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/12/2025	Redacted	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/12/2025	Research shared file directory requested by Capstone (J. Pollock)	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/12/2025	New user adds to document hosting system (A. Prabhat)	Forensic Consulting	LS	Yes	0.25	\$425.00	\$106.25
11/12/2025	Confirm libremax document search counts	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/12/2025	Review saved searches and custodian counts in Relativity hosting environment	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/12/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	JL	Yes	0.50	\$325.00	\$162.50
11/12/2025	Phase: Data Snapshot and Migration Activity: Set up a VPN for Lane to use trico-sql-1 remotely	IT Project Technician	MG	Yes	1.00	\$325.00	\$325.00
11/12/2025	Phase: Data Snapshot and Migration Activity: Set up a VPN for Lane to use trico-sql-1 remotely	IT Project Technician	MG	Yes	1.50	\$325.00	\$487.50
11/12/2025	Phase: Data Snapshot and Migration Activity: Set up a VPN for Lane to use trico-sql-1 remotely	IT Project Technician	MG	Yes	1.50	\$325.00	\$487.50
11/12/2025	Phase: Azure environment replication secure site Activity: SQL Server	IT Project Technician	MV	Yes	1.50	\$325.00	\$487.50
11/12/2025	Promotion of Excel iDMS Active Account Balances to Review; database updates; communications and reporting.	Data Hosting Project Management	DD	Yes	0.75	\$250.00	\$187.50
11/12/2025	Redacted	Data Hosting Project Management	DD	Yes	0.75	\$250.00	\$187.50
11/12/2025	Redacted	Data Hosting Project Management	DD	Yes	0.75	\$250.00	\$187.50
11/12/2025	Daily Status Call; Tagged/exported promotion data set of BOD search term hits for native document review; ECA-Excel spreadsheet import; Review and ECA database updates; communications and reporting.	Data Hosting Project Management	DD	Yes	2.00	\$250.00	\$500.00
11/12/2025	Communication and coordination for the promoted docs checks and delivery confirmation for 20251111 - BOD Searches to Promote search (7,713 Docs)	Data Hosting Project Management	GF	Yes	0.75	\$250.00	\$187.50

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/12/2025	Review check for processing of custodian "IDMS System" data "Loose Doc", run all scripts/STRs and informed PM.	Data Hosting Project Management	AP	Yes	0.50	\$250.00	\$125.00
11/12/2025	ECA to Review Promotion: 7,713 Documents Exported Natives	Data Hosting Project Management	SS	Yes	2.00	\$250.00	\$500.00
11/12/2025	ESI Processing of Custodian(s): IDMS System	Data Hosting Project Management	LK	Yes	1.00	\$250.00	\$250.00
11/12/2025	Initial population analysis; identification of junk document sets	Data Hosting Project Management	MK	Yes	2.00	\$250.00	\$500.00
11/12/2025	Bluefin – Status Meeting	Data Hosting Project Management	RM	Yes	0.75	\$250.00	\$187.50
11/12/2025	Provide update on junk identification process.	Data Hosting Project Management	KS	Yes	0.40	\$250.00	\$100.00

11/13/2025	Deliver Teams data for processing 434b - 443b	Forensic Consulting	CM	Yes	2.00	\$425.00	\$850.00
11/13/2025	Investigate External BOD Tricolor.com email accounts	Forensic Consulting	CM	Yes	1.75	\$425.00	\$743.75
11/13/2025	Prepare for and conduct Veracity Core Team daily status call	Forensic Consulting	LS	Yes	1.25	\$425.00	\$531.25
11/13/2025	Prepared for and attended Veracity internal meeting to discuss Project Status.	Forensic Consulting	DF	Yes	0.50	\$425.00	\$212.50
11/13/2025	Relativity status status call with Veracity hosting team (D. Downs)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/13/2025	Redacted	Forensic Consulting	CK	Yes	1.50	\$425.00	\$637.50
11/13/2025	Redacted	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/13/2025	Redacted	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/13/2025	Redacted	Forensic Consulting	LS	Yes	0.25	\$425.00	\$106.25
11/13/2025	Updating Veracity collection log for matching to Tricolor IT asset list	Forensic Consulting	LS	Yes	1.75	\$425.00	\$743.75
11/13/2025	Correspondance with Tekzenit on DataCove drive copy (J. Ghagada)	Forensic Consulting	LS	Yes	0.25	\$425.00	\$106.25
11/13/2025	Discussion of junk mail filtering with Relativity processing team (D. Downs, M. Kibbler)	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/13/2025	Sort Bluefin WD and DD	Evidence Management	JL	No	1.00	\$0.00	\$0.00

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/13/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	JL	Yes	0.50	\$325.00	\$162.50
11/13/2025	Phase: Data Snapshot and Migration Activity: Set up a VPN for Lane to use trico-sql-1 remotely	IT Project Technician	MG	Yes	3.25	\$325.00	\$1,056.25
11/13/2025	Phase: Data Snapshot and Migration Activity: Set up a VPN for Lane to use trico-sql-1 remotely	IT Project Technician	MG	Yes	2.00	\$325.00	\$650.00
11/13/2025	Phase: Azure environment replication secure site Activity: SQL Server	IT Project Technician	MV	Yes	1.25	\$325.00	\$406.25
11/13/2025	ECA to Review Promotion: 1 Document	Data Hosting Project Management	JT	Yes	1.00	\$250.00	\$250.00
11/13/2025	Redacted	Data Hosting Project Management	DD	Yes	2.25	\$250.00	\$562.50
11/13/2025	Redacted	Data Hosting Project Management	DD	Yes	1.00	\$250.00	\$250.00
11/13/2025	ESI Processing of Custodian(s): [IDMS System]	Data Hosting Project Management	BS	Yes	0.75	\$250.00	\$187.50
11/13/2025	Created the below users and added them to the workspace. Yana Holden Ajay Prabhat	Data Hosting Project Management	MP	Yes	0.25	\$250.00	\$62.50
11/13/2025	Review check for processing of custodian "IDMS System" data "Loose Doc", run all scripts/STRs and informed PM.	Data Hosting Project Management	SL	Yes	1.00	\$250.00	\$250.00
11/13/2025	Communication and coordination for the data download verification and submission of the processing request load to ECA. Filename: iDMS ConWrite (SYNC JOB DO NOT MODIFY) - ALL - Inactive.csv	Data Hosting Project Management	GF	Yes	0.50	\$250.00	\$125.00
11/13/2025	Finalize junk identification and draft communication to counsel regarding junk exclusions	Data Hosting Project Management	MK	Yes	0.50	\$250.00	\$125.00
11/13/2025	Bluefin – Status Meeting	Data Hosting Project Management	RM	Yes	0.25	\$250.00	\$62.50
11/13/2025	Provide background detail on AI tools used by Reparior.	Data Hosting Project Management	KS	Yes	0.70	\$250.00	\$175.00

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/14/2025	Redacted	Forensic Consulting	CM	Yes	2.00	\$425.00	\$850.00
11/14/2025	Prepare for and conduct Veracity Core Team daily status call	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/14/2025	Prepared for and attended Veracity internal meeting to discuss Project Status.	Forensic Consulting	DF	Yes	0.50	\$425.00	\$212.50
11/14/2025	Relativity status status call with Veracity hosting team (D. Downs)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/14/2025	Finding and Matching Images	Evidence Management	JL	No	1.00	\$0.00	\$0.00
11/14/2025	Redacted	Forensic Processing	GZ	Yes	1.50	\$325.00	\$487.50
11/14/2025	Redacted	Forensic Consulting	LS	Yes	1.25	\$425.00	\$531.25
11/14/2025	Redacted	Forensic Consulting	LS	Yes	0.25	\$425.00	\$106.25
11/14/2025	Attend Internal Team Status Meeting	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/14/2025	Update chain of custody log template for Veracity IT Infrastructure team	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/14/2025	Attend eDiscovery processing and hosting meeting.	Forensic Consulting	CM	Yes	0.25	\$425.00	\$106.25
11/14/2025	Review saved searches and custodian counts in Relativity hosting	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/14/2025	Phase: Data Snapshot and Migration Activity: Set up a VPN for Lane to use trico-sql-1 remotely	IT Project Technician	MG	Yes	1.50	\$325.00	\$487.50
11/14/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	JL	Yes	0.50	\$325.00	\$162.50
11/14/2025	Phase: Azure environment replication secure site Activity: SQL Server	IT Project Technician	MV	Yes	1.75	\$325.00	\$568.75
11/14/2025	Bluefin – Status Meeting	Data Hosting Project Management	RM	Yes	0.25	\$250.00	\$62.50
11/14/2025	Coordinated to download the data. Communications for documents intake strategy, timeline, and prepare workflows to ingest documents. 20251113 Teams Data.zip.001	Data Hosting Project Management	SA	Yes	0.50	\$250.00	\$125.00
11/14/2025	Coordinated to download the data. Communications for documents intake strategy, timeline, and prepare workflows to ingest documents. Email Export.zip.001	Data Hosting Project Management	SA	Yes	0.50	\$250.00	\$125.00
11/14/2025	Redacted	Data Hosting Project Management	PK	Yes	0.50	\$250.00	\$125.00
11/14/2025	Communication and coordination of Providing FTP link to client	Data Hosting Project Management	PK	Yes	0.25	\$250.00	\$62.50

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/15/2025	Update case documentation	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/15/2025	Communication and coordination for reviewing the user account was enabled account and verified user access to the mentioned workspace and sent Invitation email as per request. User1: Holden, Yana Email1: Yana.Holden@srz.com User2: Prabhat, Ajay Email2: Ajay.Prabhat@srz.com	Data Hosting Project Management	SJ	Yes	0.25	\$250.00	\$62.50
11/15/2025	Redacted	Data Hosting Project Management	DD	Yes	0.75	\$250.00	\$187.50

11/16/2025	Update case documentation	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/16/2025	Redacted	Data Hosting Project Management	RP	Yes	1.00	\$250.00	\$250.00

11/17/2025	Redacted	Forensic Consulting	CM	Yes	0.75	\$425.00	\$318.75
11/17/2025	Prepare for and conduct Veracity Core Team daily status call	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/17/2025	Prepared for and attended Veracity internal meeting to discuss Project Status.	Forensic Consulting	DF	Yes	0.50	\$425.00	\$212.50
11/17/2025	Relativity status status call with Veracity hosting team (D. Downs)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/17/2025	Relativity working session and prep for hosting team status call	Forensic Consulting	LS	Yes	1.25	\$425.00	\$531.25
11/17/2025	Pickuped ExHDD at Tekzenit.	Evidence Management	JL	Yes	1.25	\$325.00	\$406.25
11/17/2025	Quality check and upload new IDMS report to hosting site	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/17/2025	Make working copy (Tekzenit Drive)	Evidence Archive Copy Creation	JL	Yes	0.50	\$325.00	\$162.50
11/17/2025	Created Excel Report using TriColor Asset List and Veracity's Evidence List to show what devices have been processed and what devices are potentially missing.	Forensic Consulting	DF	Yes	2.00	\$425.00	\$850.00
11/17/2025	Manual searches for powerpoint documents related to board meetings	Forensic Consulting	LS	Yes	1.50	\$425.00	\$637.50
11/17/2025	Prepare for and conduct call with Capstone IDMS expert (S. Hall, R. LaJoile)	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/17/2025	Updating BlueFin storage database.	Evidence Management	GB	Yes	1.00	\$325.00	\$325.00

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/17/2025	(Continued) Created Excel Report using TriColor Asset List and Veracity's Evidence List to show what devices have been processed and what devices are potentially missing.	Forensic Consulting	DF	Yes	1.50	\$425.00	\$637.50
11/17/2025	Prepare for and meet with Veracity IT infrastructure team regarding data collections (M. Vergase)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/17/2025	Discuss and remove inactive user access for the email malware alert	Forensic Consulting	LS	Yes	1.25	\$425.00	\$531.25
11/17/2025	Confirm gigabyte hosting statistics for Relativity database to date (C. Hatch)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/17/2025	Correspondance with Oracle attorney regarding requested access to Accounting system (C. Farrell)	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/17/2025	Confirm logistics for CoveData files from Tekzenit team	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/17/2025	Attend Internal Team Status Meeting	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/17/2025	Attend eDiscovery processing and hosting meeting.	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/17/2025	Redacted	Forensic Consulting	CM	Yes	2.00	\$425.00	\$850.00
11/17/2025	Phase: Obtain access and Data Collection Activity: User account compromised - Jorge Arciniegas	IT Project Technician	MG	Yes	0.50	\$325.00	\$162.50
11/17/2025	Phase: Data Snapshot and Migration Activity: Bluefin Disable Dropbox users	IT Project Technician	MV	Yes	0.50	\$325.00	\$162.50
11/17/2025	Phase: Data Snapshot and Migration Activity: Bluefin Disable Dropbox users	IT Project Technician	MV	Yes	0.50	\$325.00	\$162.50
11/17/2025	Phase: Data Snapshot and Migration Activity: Bluefin Disable Dropbox users	IT Project Technician	JL	Yes	1.00	\$325.00	\$325.00
11/17/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	JL	Yes	0.50	\$325.00	\$162.50
11/17/2025	Communication and Coordination of user creation and adding to the workspace. User: "Wilcox, Eric" <ewilcox@mwe.com>	Data Hosting Project Management	PK	Yes	0.25	\$250.00	\$62.50
11/17/2025	Review incoming data "iDMS Customers.csv" and implement the intake workflows per the matter specifications, verify provided file and coordinate the loading of the same in in ECA and review database in preparation for review by the case team. Implement promotion workflow as per the specification for the iDMS system document for ECA to review database. Custodian:- iDMS system.	Data Hosting Project Management	DP	Yes	0.50	\$250.00	\$125.00

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/17/2025	Communication and coordination for the additional data processing for provided documents, implement the intake workflows per the matter specifications and coordinate the loading of the same in preparation for review by the case team. iDMS ACA Static File - Not Active 2025-09-07.csv	Data Hosting Project Management	DP	Yes	0.25	\$250.00	\$62.50
11/17/2025	Redacted	Data Hosting Project Management	DD	Yes	1.50	\$250.00	\$375.00
11/17/2025	Bluefin – Status Meeting	Data Hosting Project Management	RM	Yes	0.50	\$250.00	\$125.00
11/17/2025	Redacted	Data Hosting Project Management	MP	Yes	0.75	\$250.00	\$187.50
11/17/2025	Loading - _Load_15112025200038, _Load_15112025200038_002	Data Hosting Project Management	YP	Yes	0.50	\$250.00	\$125.00

11/18/2025	Prepare for and conduct Veracity Core Team daily status call	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/18/2025	Prepared for and attended Veracity internal meeting to discuss Project Status.	Forensic Consulting	DF	Yes	0.50	\$425.00	\$212.50
11/18/2025	Relativity status status call with Veracity hosting team (D. Downs)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/18/2025	Tricolor - Vervent/Trustee Daily Mtg	Forensic Consulting	CK	Yes	0.50	\$425.00	\$212.50
11/18/2025	Tricolor weekly Vervent and Trustee meeting	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/18/2025	Disussions with Tricolor IT provider regarding DropBox access (A. Nutaki)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/18/2025	Weekly standing call for Veracity and Capstone Partners (S. Stone)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/18/2025	(Continued) Created Excel Report using TriColor Asset List and Veracity's Evidence List to show what devices have been processed and what devices are potentially missing.	Forensic Consulting	DF	Yes	1.50	\$425.00	\$637.50
11/18/2025	Discussions with Relativity project managers regarding audio file transcription	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/18/2025	Review initial ADP payroll file received from Capstone	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/18/2025	Route request from Capstone for archive file pulls for Fair Value documents and spreadsheets	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/18/2025	Discussion with Veracity IT Infrastructre team and Tekzenit regarding retired user access (M. Vergase, A. Nutaki)	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/18/2025	Updates with Vervent team on contractor on-boarding and off-boarding status (H. Taborda)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/18/2025	Attend Internal Team Status Meeting	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/18/2025	Attend eDiscovery processing and hosting meeting.	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/18/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	JL	Yes	0.50	\$325.00	\$162.50
11/18/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	MV	Yes	1.50	\$325.00	\$487.50
11/18/2025	ESI Processing of Custodians: IDMS System	Data Hosting Project Management	RP	Yes	1.50	\$250.00	\$375.00
11/18/2025	Communication and coordination for post-processing data check for "IDMS System" Custodian (Additional data), and post promotion check for "iDMS Conwrite - Inactive" doc, run post load scripts/STRs, organized folder structure, and delivered to client.	Data Hosting Project Management	AP	Yes	0.75	\$250.00	\$187.50
11/18/2025	ESI Processing of Custodians: IDMS System	Data Hosting Project Management	RP	Yes	1.50	\$250.00	\$375.00
11/18/2025	Documents has been promoted to Review workspace from ECA workspace. Natives has been overlay.	Data Hosting Project Management	BP	Yes	1.00	\$250.00	\$250.00
11/18/2025	Bluefin – Status Meeting	Data Hosting Project Management	RM	Yes	0.50	\$250.00	\$125.00
11/18/2025	Perform audit on all incoming data from Veracity; communications and reporting; daily status call.	Data Hosting Project Management	DD	Yes	1.25	\$250.00	\$312.50
11/18/2025	Redacted	Data Hosting Project Management	YP	Yes	1.00	\$250.00	\$250.00
11/18/2025	Redacted	Data Hosting Project Management	RP	Yes	1.00	\$250.00	\$250.00
11/18/2025	ESI Processing Custodian: IDMS System Custom Instructions: Data Check, Ingestion, Post Inge. QC, Export, Export Check, Loading, Post Load QC, Rel Field update, Pulse Update and Billing.	Data Hosting Project Management	MP	Yes	1.25	\$250.00	\$312.50

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/18/2025	Redacted	Data Hosting Project Management	DD	Yes	1.00	\$250.00	\$250.00
11/18/2025	Perform review checks in both ECA and review workspace for post-processing data check for "IDMS System" Custodian data, execute post load scripts/STRs, organized folder structure, and update to the case team for further review. Doc count:- 1	Data Hosting Project Management	DP	Yes	0.50	\$250.00	\$125.00
11/18/2025	Review incoming data "iDMS Active Account Balances (with VIN) - 2025-11-17.csv" and implement the intake workflows per the matter specifications, verified provided zip file, coordinate the intake and processing of custodian "IDMS System" data with Operational Teams per the matter specifications.	Data Hosting Project Management	AP	Yes	0.75	\$250.00	\$187.50
11/18/2025	Communication and coordination in checked for the User permissions and added the user in the provided group.	Data Hosting Project Management	SL	Yes	0.25	\$250.00	\$62.50
11/18/2025	Discuss A/V transcription options and application of junk reduction approach for upcoming custodians.	Data Hosting Project Management	KS	Yes	0.90	\$250.00	\$225.00

11/19/2025	Prepare for and conduct Veracity Core Team daily status call	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/19/2025	Prepared for and attended Veracity internal meeting to discuss Project Status.	Forensic Consulting	DF	Yes	0.50	\$425.00	\$212.50
11/19/2025	Relativity status status call with Veracity hosting team (D. Downs)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/19/2025	Prepare for and attend call with Oracle Corporate regarding accounting system access	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/19/2025	Met with L. Spears to discuss Case Tracking Sheet.	Forensic Consulting	DF	Yes	0.50	\$425.00	\$212.50
11/19/2025	Update Case Sheet/Airtable	Evidence Management	JL	No	1.00	\$0.00	\$0.00
11/19/2025	(Continued) Created Excel Report using TriColor Asset List and Veracity's Evidence List to show what devices have been processed and what devices are potentially missing.	Forensic Consulting	DF	Yes	0.50	\$425.00	\$212.50
11/19/2025	Planning discussion for Asset Listing matching to Veracity machine collections (D. Farr)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/19/2025	Discuss Veracity project evidence log and case sheet (D. Farr, C. Koons)	Forensic Consulting	LS	Yes	1.50	\$425.00	\$637.50

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/19/2025	Redacted	Forensic Consulting	LS	Yes	1.50	\$425.00	\$637.50
11/19/2025	Redacted	Forensic Consulting	LS	Yes	1.75	\$425.00	\$743.75
11/19/2025	Redacted	Forensic Consulting	LS	Yes	1.50	\$425.00	\$637.50
11/19/2025	Redacted	Forensic Consulting	LS	Yes	1.75	\$425.00	\$743.75
11/19/2025	Redacted	Forensic Consulting	LS	Yes	1.50	\$425.00	\$637.50
11/19/2025	Attend Internal Team Status Meeting	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/19/2025	Attend eDiscovery processing and hosting meeting.	Forensic Consulting	CM	Yes	0.75	\$425.00	\$318.75
11/19/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	JL	Yes	0.50	\$325.00	\$162.50
11/19/2025	Phase: Obtain access and Data Collection Activity: Azure Discovery	IT Project Technician	JL	Yes	2.00	\$325.00	\$650.00
11/19/2025	Phase: Data Snapshot and Migration Activity: Bluefin Disable Dropbox users	IT Project Technician	MV	Yes	1.50	\$325.00	\$487.50
11/19/2025	Phase: Data Snapshot and Migration Activity: Set up a VPN for Lane to use trico-sql-1 remotely	IT Project Technician	MG	Yes	1.00	\$325.00	\$325.00
11/19/2025	Redacted	Data Hosting Project Management	RP	Yes	1.00	\$250.00	\$250.00
11/19/2025	Bluefin – Status Meeting	Data Hosting Project Management	RM	Yes	0.75	\$250.00	\$187.50
11/19/2025	Database updates in Review and ECA; communications with L. Spears.	Data Hosting Project Management	DD	Yes	1.00	\$250.00	\$250.00
11/19/2025	Redacted	Data Hosting Project Management	DD	Yes	1.00	\$250.00	\$250.00
11/19/2025	Redacted	Data Hosting Project Management	YP	Yes	1.00	\$250.00	\$250.00
11/19/2025	Redacted	Data Hosting Project Management	AR	Yes	1.00	\$250.00	\$250.00

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/19/2025	Hosting Report for Project Bluefin to LS.	Data Hosting Project Management	CH	Yes	0.25	\$250.00	\$62.50
11/19/2025	Redacted	Data Hosting Project Management	DD	Yes	1.50	\$250.00	\$375.00
11/19/2025	Ingestion	Data Hosting Project Management	YP	Yes	1.00	\$250.00	\$250.00
11/19/2025	Redacted	Data Hosting Project Management	MK	Yes	2.00	\$250.00	\$500.00

11/20/2025	Prepare for and conduct Veracity Core Team daily status call	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/20/2025	Prepared for and attended Veracity internal meeting to discuss Project Status.	Forensic Consulting	DF	Yes	0.50	\$425.00	\$212.50
11/20/2025	Relativity status status call with Veracity hosting team (D. Downs)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/20/2025	Tricolor - Call w Counsel E. Seitz re PII at local sites	Forensic Consulting	CK	Yes	0.50	\$425.00	\$212.50
11/20/2025	Prepare for and attend discussion with McDermott eDiscovery team (S. Martinez)	Forensic Consulting	LS	Yes	1.25	\$425.00	\$531.25
11/20/2025	Copy Bluefin Images WD > DD	Evidence Management	JL	No	0.50	\$0.00	\$0.00
11/20/2025	Redacted	Forensic Consulting	LS	Yes	1.50	\$425.00	\$637.50
11/20/2025	Prepare for and participate in discussion regarding PII information on Tricolor remote site computers (E. Sietz)	Forensic Consulting	LS	Yes	1.75	\$425.00	\$743.75
11/20/2025	Review and approve new saved searches in Relativity review database	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/20/2025	Redacted	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/20/2025	Met with J. Lopez and assisted with Case Sheet Tracking and Evidence Documentation.	Forensic Consulting	DF	Yes	0.50	\$425.00	\$212.50
11/20/2025	Redacted	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/20/2025	Correspondance with Oracle attorney regarding requested access to Accounting system (C. Farrell)	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/20/2025	Call with McDermott lease team regarding computer retrieval and PII at dealership locations (E. Seitz)	Forensic Consulting	LS	Yes	0.25	\$425.00	\$106.25
11/20/2025	Overlay employee active list to Tricolor Asset list for identifying equipment to be returned	Forensic Consulting	LS	Yes	1.25	\$425.00	\$531.25

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/20/2025	Attend Internal Team Status Meeting	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/20/2025	Attend eDiscovery processing and hosting meeting.	Forensic Consulting	CM	Yes	0.75	\$425.00	\$318.75
11/20/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	JL	Yes	0.50	\$325.00	\$162.50
11/20/2025	Phase: Obtain access and Data Collection Activity: Azure Discovery	IT Project Technician	JL	Yes	2.00	\$325.00	\$650.00
11/20/2025	Phase: Azure environment replication secure site Activity: SQL Server	IT Project Technician	MV	Yes	2.25	\$325.00	\$731.25
11/20/2025	Phase: Data Snapshot and Migration Activity: Bluefin Disable Dropbox users	IT Project Technician	MV	Yes	1.25	\$325.00	\$406.25
11/20/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	MV	Yes	0.50	\$325.00	\$162.50
11/20/2025	Communication and coordination for the reviewing the provided search and promoted documents from ECA to Review and deliver as per request. Saved Search: Veracity - Project Bluefin - ECA - 20251119 Promotion Set 2	Data Hosting Project Management	SJ	Yes	0.75	\$250.00	\$187.50
11/20/2025	Communication and Coordination for Promoting "Veracity - Project Bluefin - ECA - 20251119 Promotion Set 2" documents from ECA to Review platform, verified provided saved search, and prepared matter narrative for promotion.	Data Hosting Project Management	SJ	Yes	0.50	\$250.00	\$125.00
11/20/2025	ECA to Review Promotion: 7,197 Documents Exported Natives	Data Hosting Project Management	SS	Yes	2.00	\$250.00	\$500.00
11/20/2025	Redacted	Data Hosting Project Management	RP	Yes	1.50	\$250.00	\$375.00
11/20/2025	Redacted	Data Hosting Project Management	BS	Yes	1.00	\$250.00	\$250.00
11/20/2025	Run searches	Data Hosting Project Management	DD	Yes	1.50	\$250.00	\$375.00
11/20/2025	ECA to Review Promotion: 16,655 Documents (Worked on Search Analysis; ECA Export; Native Export from 4iG; Data loaded in Review; Native Overlay & Post Load Tasks)	Data Hosting Project Management	JT	Yes	2.25	\$250.00	\$562.50

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/20/2025	Post ingestion QC of 13 custodian Started export & monitoring	Data Hosting Project Management	BS	Yes	1.00	\$250.00	\$250.00
11/20/2025	Communication and coordination regarding document promotion.	Data Hosting Project Management	RF	Yes	0.50	\$250.00	\$125.00
11/20/2025	Bluefin – Status Meeting	Data Hosting Project Management	RM	Yes	0.50	\$250.00	\$125.00
11/20/2025	Source and SOURCE ORIGIN Updated, DC OVERLAY	Data Hosting Project Management	YP	Yes	1.00	\$250.00	\$250.00
11/20/2025	Search for BOD decks per L. Spears.	Data Hosting Project Management	RF	Yes	0.50	\$250.00	\$125.00
11/20/2025	Redacted	Data Hosting Project Management	DD	Yes	7.00	\$250.00	\$1,750.00
11/20/2025	Loading (13 custodians)	Data Hosting Project Management	YP	Yes	2.50	\$250.00	\$625.00
11/20/2025	Redacted	Data Hosting Project Management	KS	Yes	0.30	\$250.00	\$75.00

11/21/2025	Deliver OneDrive Data [434c - 443c, 447c - 450c, and 481c] for processing and hosting.	Forensic Consulting	CM	Yes	2.00	\$425.00	\$850.00
11/21/2025	Prepare for and conduct Veracity Core Team daily status call	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/21/2025	Prepared for and attended Veracity internal meeting to discuss Project Status.	Forensic Consulting	DF	Yes	0.50	\$425.00	\$212.50
11/21/2025	Relativity status status call with Veracity hosting team (D. Downs)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/21/2025	Tricolor - Call with Christopher Schreiber @ Michael Best re: recovery of digital assets leased by his client Verilease. Also discussed the removal/remediation of PII of any electronic device to be returned to his client	Forensic Consulting	CK	Yes	0.50	\$425.00	\$212.50
11/21/2025	Redacted	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/21/2025	Prepare for and attend call with McDermott eDiscovery team members (S. Martinez, I. Triantoro)	Forensic Consulting	LS	Yes	1.50	\$425.00	\$637.50
11/21/2025	Correspondance regarding OneDrive updated files to Relativity project managers	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/21/2025	Follow up emails with McDermott lease team regarding computer retrieval and PII at dealership locations (E. Seitz)	Forensic Consulting	LS	Yes	0.25	\$425.00	\$106.25
11/21/2025	Tricolor - Call with Beau Butler @ Jackson Walker and Valerie Teckett (landlord rep) regarding disposition of PII from computers and paper records	Forensic Consulting	CK	Yes	0.50	\$425.00	\$212.50
11/21/2025	Redacted	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/21/2025	Update employee active list overlay to Tricolor Asset list for identifying equipment to be returned	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/21/2025	Attend Internal Team Status Meeting	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/21/2025	Attend eDiscovery processing and hosting meeting.	Forensic Consulting	CM	Yes	0.75	\$425.00	\$318.75
11/21/2025	Phase: Azure environment replication secure site Activity: SQL Server	IT Project Technician	MV	Yes	2.00	\$325.00	\$650.00
11/21/2025	Daily status call; create user accounts for eDiscovery team; communications and reporting.	Data Hosting Project Management	DD	Yes	0.75	\$250.00	\$187.50
11/21/2025	Meeting with Veracity regarding review strategy	Data Hosting Project Management	MK	Yes	0.50	\$250.00	\$125.00
11/21/2025	ECA to Review Promotion: 553 Documents (Worked on Search Analysis; ECA Export; Native Export from 4iG; Data loaded in Review; Native Overlay & Post Load Tasks)	Data Hosting Project Management	JT	Yes	1.50	\$250.00	\$375.00
11/21/2025	Redacted	Data Hosting Project Management	DD	Yes	1.75	\$250.00	\$437.50
11/21/2025	Redacted	Data Hosting Project Management	SS	Yes	1.50	\$250.00	\$375.00
11/21/2025	Performed checks for the 553 documents promoted from ECA to Review workspace.20251120 Promotion Set BOD	Data Hosting Project Management	SA	Yes	0.50	\$250.00	\$125.00
11/21/2025	Daily status call.	Data Hosting Project Management	RF	Yes	0.50	\$250.00	\$125.00

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/21/2025	Source Update, Post Processing, and load Steps, and Self QC	Data Hosting Project Management	BS	Yes	2.50	\$250.00	\$625.00
11/21/2025	Work in ECA; updated permissions for eDiscovery group.	Data Hosting Project Management	DD	Yes	0.75	\$250.00	\$187.50
11/21/2025	Redacted	Data Hosting Project Management	RP	Yes	1.00	\$250.00	\$250.00
11/21/2025	Post load QC, Update SOURCE TYPE and SOURCE ORIGIN fields for multiple custodians. Maintain folder structure.	Data Hosting Project Management	BS	Yes	2.25	\$250.00	\$562.50

11/22/2025	Redacted	Data Hosting Project Management	SJ	Yes	1.00	\$250.00	\$250.00
11/23/2025	Redacted	Data Hosting Project Management	MP	Yes	0.50	\$250.00	\$125.00

11/24/2025	Attend Internal Team Status Meeting	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/24/2025	Veracity Bluefin team sync up	Forensic Consulting	CK	Yes	0.50	\$425.00	\$212.50
11/24/2025	Prepare for and conduct Veracity Core Team daily status call	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/24/2025	Attend eDiscovery processing and hosting meeting.	Forensic Consulting	CM	Yes	0.75	\$425.00	\$318.75
11/24/2025	Prepared for and attended Veracity internal meeting to discuss Project Status.	Forensic Consulting	DF	Yes	0.50	\$425.00	\$212.50

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/24/2025	Relativity status status call with Veracity hosting team (D. Downs)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/24/2025	Redacted	Forensic Consulting	LS	Yes	2.00	\$425.00	\$850.00
11/24/2025	Test OCR lookup for Varilease computer list	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/24/2025	Redacted	Forensic Consulting	LS	Yes	2.50	\$425.00	\$1,062.50
11/24/2025	Redacted	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/24/2025	Redacted	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/24/2025	Redacted	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/24/2025	Redacted	Forensic Consulting	LS	Yes	0.25	\$425.00	\$106.25
11/24/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	MV	Yes	0.50	\$325.00	\$162.50
11/24/2025	Phase: Data Snapshot and Migration Activity: Set up a VPN for Lane to use trico-sql-1 remotely	IT Project Technician	MG	Yes	1.50	\$325.00	\$487.50
11/24/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	JL	Yes	0.50	\$325.00	\$162.50
11/24/2025	Phase: Obtain access and Data Collection Activity: Azure Discovery	IT Project Technician	JL	Yes	2.00	\$325.00	\$650.00
11/24/2025	Redacted	Data Hosting Project Management	PT	Yes	0.50	\$250.00	\$125.00
11/24/2025	Redacted	Data Hosting Project Management	LK	Yes	2.50	\$250.00	\$625.00
11/24/2025	Sent Relativity credentials to Brendan Flynn.	Data Hosting Project Management	RF	Yes	0.25	\$250.00	\$62.50

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/24/2025	DC Overlay.	Data Hosting Project Management	MP	Yes	0.25	\$250.00	\$62.50
11/24/2025	Redacted	Data Hosting Project Management	AR	Yes	1.00	\$250.00	\$250.00
11/24/2025	Compose report listing each custodian in the ECA and their document count and GB count, conversion from bytes.	Data Hosting Project Management	DD	Yes	1.50	\$250.00	\$375.00
11/24/2025	Provided requested searches to LS.	Data Hosting Project Management	RF	Yes	0.50	\$250.00	\$125.00
11/24/2025	Created search per L. Spears.	Data Hosting Project Management	RF	Yes	0.50	\$250.00	\$125.00
11/24/2025	Redacted	Data Hosting Project Management	DD	Yes	1.75	\$250.00	\$437.50
11/24/2025	Database updates for Emails and Teams Chats in ECA; communications and reporting.	Data Hosting Project Management	DD	Yes	1.25	\$250.00	\$312.50
11/24/2025	Redacted	Data Hosting Project Management	DD	Yes	1.50	\$250.00	\$375.00

11/25/2025	Redacted	Forensic Consulting	CM	Yes	1.50	\$425.00	\$637.50
11/25/2025	Attend Internal Team Status Meeting	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/25/2025	Prepare for and conduct Veracity Core Team daily status call	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/25/2025	Prepared for and attended Veracity internal meeting to discuss Project Status.	Forensic Consulting	DF	Yes	0.50	\$425.00	\$212.50
11/25/2025	Relativity status status call with Veracity hosting team (D. Downs)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/25/2025	Attend eDiscovery processing and hosting meeting.	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/25/2025	Redacted	Forensic Consulting	LS	Yes	1.50	\$425.00	\$637.50
11/25/2025	Redacted	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/25/2025	Redacted	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/25/2025	Redacted	Forensic Consulting	LS	Yes	1.50	\$425.00	\$637.50
11/25/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	JL	Yes	0.50	\$325.00	\$162.50
11/25/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	MV	Yes	0.50	\$325.00	\$162.50
11/25/2025	Phase: Azure environment replication secure site Activity: SQL Server	IT Project Technician	MV	Yes	1.25	\$325.00	\$406.25
11/25/2025	Communication and Coordination for post-processing data check for multiple Custodians (20251121 OneDrive), run post load scripts, and informed PM. Docs - 35,684.	Data Hosting Project Management	AP	Yes	1.00	\$250.00	\$250.00
11/25/2025	Communication and coordination of user creation and adding to the workspace User: Tim Cramton Tcramton@mwe.com	Data Hosting Project Management	PK	Yes	0.25	\$250.00	\$62.50
11/25/2025	Communication and Coordination of Documents loading strategy, timeline, and prepare workflows to Promote documents from ECA to Review database	Data Hosting Project Management	PK	Yes	0.75	\$250.00	\$187.50
11/25/2025	Provided search per LS.	Data Hosting Project Management	RF	Yes	0.50	\$250.00	\$125.00
11/25/2025	Provided updated search results to L. Spears.	Data Hosting Project Management	RF	Yes	0.50	\$250.00	\$125.00
11/25/2025	Review incoming data "4 loose files" and implement the intake workflows per the matter specifications, verified provided zip file, coordinate the intake and processing of custodian "IDMS System" data with Operational Teams per the matter specifications.	Data Hosting Project Management	AP	Yes	0.75	\$250.00	\$187.50

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/25/2025	Provided updated searches to L. Spears.	Data Hosting Project Management	RF	Yes	0.50	\$250.00	\$125.00
11/25/2025	Daily Status Call; custom reporting for GB size by custodian for Review database; revise CC_Hot coding panel/fields.	Data Hosting Project Management	DD	Yes	1.45	\$250.00	\$362.50
11/25/2025	Updates on Laptop data and corrupt PST; Database updates in ECA for OneDrive data; communications and reporting.	Data Hosting Project Management	DD	Yes	1.00	\$250.00	\$250.00
11/25/2025	Call with client regarding daily review workflows.	Data Hosting Project Management	RF	Yes	0.50	\$250.00	\$125.00

11/26/2025	Attend Internal Team Status Meeting	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/26/2025	Prepare for and conduct Veracity Core Team daily status call	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/26/2025	Prepared for and attended Veracity internal meeting to discuss Project Status.	Forensic Consulting	DF	Yes	0.50	\$425.00	\$212.50
11/26/2025	Relativity status status call with Veracity hosting team (D. Downs)	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/26/2025	Attend eDiscovery processing and hosting meeting.	Forensic Consulting	CM	Yes	0.50	\$425.00	\$212.50
11/26/2025	Confirm all saved searches and publish to Review hosting environment	Forensic Consulting	LS	Yes	1.00	\$425.00	\$425.00
11/26/2025	Redacted	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/26/2025	Redacted	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/26/2025	Redacted	Forensic Consulting	LS	Yes	2.50	\$425.00	\$1,062.50
11/26/2025	Notes to Veracity infrastructure team regarding DropBox data (M. Vergase)	Forensic Consulting	LS	Yes	0.50	\$425.00	\$212.50
11/26/2025	Redacted	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/26/2025	Correspondance regarding Asset tracking list and Tricolor HR location (J. Beskin)	Forensic Consulting	LS	Yes	0.75	\$425.00	\$318.75
11/26/2025	Add saved search information to hosting project managers for mp4 and shrinivas terms	Forensic Consulting	LS	Yes	1.75	\$425.00	\$743.75
11/26/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	JL	Yes	0.50	\$325.00	\$162.50
11/26/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	MV	Yes	1.00	\$325.00	\$325.00

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/26/2025	Phase: Azure environment replication secure site Activity: SQL Server	IT Project Technician	MV	Yes	1.25	\$325.00	\$406.25
11/26/2025	Redacted	Data Hosting Project Management	RP	Yes	1.50	\$250.00	\$375.00
11/26/2025	ECA to Review Promotion: 535 Documents (Worked on Search Analysis; ECA Export; Native Export from 4iG; Data loaded in Review; Native Overlay & Post Load Tasks)	Data Hosting Project Management	JT	Yes	1.50	\$250.00	\$375.00
11/26/2025	Custodian update and DC overlay	Data Hosting Project Management	JR	Yes	0.50	\$250.00	\$125.00
11/26/2025	Export monitoring, Export QC Started Loading & monitoring, Generate DC	Data Hosting Project Management	BS	Yes	0.75	\$250.00	\$187.50
11/26/2025	Communication and Coordination for post-processing data check for "IDMS System" Custodian (4 PDF Files), run post load scripts/STRs, organized folder structure, updated Source Type & Source Origin Location, and released to client.	Data Hosting Project Management	AP	Yes	0.75	\$250.00	\$187.50
11/26/2025	Created searches per LS.	Data Hosting Project Management	RF	Yes	0.75	\$250.00	\$187.50
11/26/2025	Redacted	Data Hosting Project Management	SA	Yes	0.50	\$250.00	\$125.00
11/26/2025	Daily status call.	Data Hosting Project Management	RF	Yes	0.50	\$250.00	\$125.00
11/26/2025	Redacted	Data Hosting Project Management	RF	Yes	2.00	\$250.00	\$500.00
11/26/2025	Post Load, Pulse Update	Data Hosting Project Management	YP	Yes	1.00	\$250.00	\$250.00
11/26/2025	Daily status call.	Data Hosting Project Management	RF	Yes	0.50	\$250.00	\$125.00

Start Date	Description	Task	User	Billable	Duration	Rate	Amount
11/27/2025	Redacted	Data Hosting Project Management	DD	Yes	2.50	\$250.00	\$625.00
11/27/2025	Redacted	Data Hosting Project Management	BP	Yes	1.50	\$250.00	\$375.00

11/28/2025	Deliver 502a, 502b, 502c, and 503a for processing and hosting.	Forensic Consulting	CM	Yes	1.25	\$425.00	\$531.25
11/28/2025	Excel spreadsheet employee lookup and information transferred to inventory sheet	Forensic Processing	KQ	Yes	4.75	\$325.00	\$1,543.75
11/28/2025	Communication and coordination with client, created and provided sFTP link to upload the data.	Data Hosting Project Management	AP	Yes	0.25	\$250.00	\$62.50

11/29/2025	Redacted	Data Hosting Project Management	SJ	Yes	1.00	\$250.00	\$250.00
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Total: \$157,168.75

Date	Category	No. of units	Note	Amount (USD)
11/18/2025	[Fee] Collection of Cloud Storage	1.00	Redacted	650.00
11/18/2025	[Fee] Collection of Cloud Storage	1.00		650.00
11/18/2025	[Fee] Collection of Cloud Storage	1.00		650.00
11/18/2025	[Fee] Collection of Cloud Storage	1.00		650.00
11/19/2025	[Fee] Collection of Cloud Storage	1.00		650.00
11/19/2025	[Fee] Collection of Cloud Storage	1.00		650.00
11/19/2025	[Fee] Collection of Cloud Storage	1.00		650.00
11/19/2025	[Fee] Collection of Cloud Storage	1.00		441c-Crow-Microsoft-CL
11/19/2025	[Fee] Collection of Cloud Storage	1.00	Redacted	650.00
11/19/2025	[Fee] Collection of Cloud Storage	1.00		650.00
11/20/2025	[Fee] Collection of Cloud Storage	1.00		650.00
11/20/2025	[Fee] Collection of Cloud Storage	1.00		650.00
11/20/2025	[Fee] Collection of Cloud Storage	1.00		650.00
11/25/2025	[Fee] Collection of Email	1.00		650.00
11/25/2025	[Fee] Collection of Email	1.00		650.00
11/25/2025	[Fee] Collection of Cloud Application Data	1.00		650.00
11/25/2025	[Fee] Collection of Cloud Storage	1.00		650.00
11/04/2025	[Fee] In Lab Forensic Image of Windows Computer	1.00	[482-100-0482-Dell-LT]	850.00
11/04/2025	[Fee] In Lab Forensic Image of Windows Computer	1.00	[484-100-0484-Dell-LT]	850.00
11/04/2025	[Fee] In Lab Forensic Image of Windows Computer	1.00	[486-100-0486-Dell-LT]	850.00
11/05/2025	[Fee] In Lab Forensic Image of Windows Computer	1.00	[488-100-0488-Dell-LT]	850.00
11/05/2025	[Fee] In Lab Forensic Image of Windows Computer	1.00	[490-100-0490-Dell-LT]	850.00

IT Managed Services Details and Storage Services	Quantity	Price	Amount
Trico-az-fs1 Hosting Server CPU	4	\$25.00	\$100.00
Trico-az-fs1 Hosting RAM	8	\$5.53	\$44.24
Trico-az-fs1 Hosting SSD Storage	8342	\$0.23	\$1,918.66
Trico-file-01 Hosting Server CPU	4	\$25.00	\$100.00
Trico-file-01 Hosting RAM	8	\$5.53	\$44.24
Trico-file-01 Hosting SSD Storage	2127	\$0.23	\$489.21
Trico-sql-01 Hosting Server CPU	4	\$25.00	\$100.00
Trico-sql-01 Hosting RAM	32	\$5.53	\$176.96
Trico-sql-01 Hosting SSD Storage	3499	\$0.23	\$804.77
Trico-veeam-01 Hosting Server CPU	4	\$25.00	\$100.00
Trico-veeam-01 Hosting RAM	32	\$5.53	\$176.96
Trico-veeam-01 Hosting SSD Storage	254	\$0.23	\$58.42
Trico-veeam-01a Hosting Server CPU	4	\$25.00	\$100.00
Trico-veeam-01a Hosting RAM	2	\$5.53	\$11.06
Trico-veeam-01a Hosting SSD Storage	30030	\$0.23	\$6,906.90
Trico-veeam-365 Hosting Server CPU	8	\$25.00	\$200.00
Trico-veeam-365 Hosting RAM	2	\$5.53	\$11.06
Trico-veeam-365 Hosting SSD Storage	25627	\$0.23	\$5,894.21
Trico-vpn-01 Hosting Server CPU	1	\$25.00	\$25.00
Trico-vpn-01 Hosting RAM	5	\$5.53	\$27.65
Trico-vpn-01 Hosting SSD Storage	50	\$0.23	\$11.50
Microsoft Windows Server 2019 DC (per 2 cores)	20	48.29	\$965.80
Mitigation Detection Response per device	3	15	\$45.00
Managed Firewall	2	248.75	\$497.50
Microsoft SQL Server Standard 2022	1	162.5	\$162.50
Total:			\$18,971.64

Exhibit G

Veracity Forensics LLC

5220 Spring Valley Rd
 Ste 220
 Dallas, TX 75254-3112 USA
 +18774996878
 accounting@veracityforensics.com



VERACITY FORENSICS LLC
 DIGITAL INVESTIGATION AND DISCOVERY EXPERTS

INVOICE

BILL TO
 Chapter 7 Trustee Anne Burns
 Tricolor Holdings, LLC
 900 Jackson Street
 Suite 570, Founders Square
 Dallas, TX 75202

INVOICE 1721
DATE 09/30/2025
TERMS Due on receipt
DUE DATE 09/30/2025

REFERENCE Case No. 25-33487-mv17
TX LICENSE A22974701
VF RECORD ID 161660137203

DESCRIPTION	QTY	RATE	AMOUNT
Forensic Image of Windows Computer	12	850.00	10,200.00T
395-100-0395-Dell-LT			
393-100-0393-Dell-LT			
104-100-0104-Dell-LT			
130-100-130-Dell-LT			
299-100-0299-Dell-LT			
296-100-0296-Dell-LT			
106-100-0106-Dell-DT			
095-100-0095-Dell-LT			
130-100-0130-Dell-LT			
001-100-218-Dell-LT			
219-100-0219-Dell-LT			
220-100-0220-Dell-LT			
Project Administration Time See attached billing detail	37	250.00	9,250.00T
Analyst Time See attached billing detail	127.25	325.00	41,356.25T
IT Project Technician Time See attached billing detail	110.75	325.00	35,993.75T
Forensic Consulting Time See attached billing detail	144.50	425.00	61,412.50T
Project Travel Time See attached billing detail	8.25	162.50	1,340.63T
Travel Expenses Hotels, flights, rental cars	1	2,572.02	2,572.02T

We appreciate the opportunity to be of service. ACH & check payments are preferred and credit card payments are accepted with a 3.5% processing fee. Please email accounting@veracityforensics.com to request a payment link.

SUBTOTAL 162,125.15
TAX 9,642.72

TOTAL 171,767.87

BALANCE DUE **\$171,767.87**

Pay Invoice

Start Date	Description	Task	User	Duration	Rate	Amount
09/15/2025	Call with Tri Color Trustee A. Burns. and legal team C. Hendricks, C. Gibbs and G Williams to discuss project	Forensic Consulting	CK	0.50	\$425.00	\$212.50
09/15/2025	Call with B. Rector, C. Koons, Tri Color Trustee A. Burns. and legal team C. Hendricks, C. Gibbs and G Williams to discuss project	Forensic Consulting	LS	0.50	\$425.00	\$212.50
09/15/2025	Internal call re: Tri Color plan and project team	Forensic Consulting	CK	0.50	\$425.00	\$212.50
09/15/2025	Draft Veracity team workplan and staffing schedule	Forensic Consulting	LS	2.00	\$425.00	\$850.00
09/15/2025	Strategy and planning for project kickoff	Project Management	BJR	0.50	\$325.00	\$162.50
09/15/2025	Project Scoping call with McDermott	Project Management	BJR	0.50	\$325.00	\$162.50
09/15/2025	Research company locations and corporate offices	Forensic Consulting	LS	0.50	\$425.00	\$212.50
09/16/2025	Preliminary site walkthrough with Counsel and Trustee and strategy planning w Veraicity leadership	Forensic Consulting	CK	2.00	\$425.00	\$850.00
09/16/2025	Site visit, overview of onsite logistics	Project Management	BJR	2.00	\$325.00	\$650.00
09/16/2025	Preliminary site walkthrough with Counsel and Trustee	Forensic Consulting	LS	2.00	\$425.00	\$850.00
09/16/2025	Phase: Walkthrough and Scope Activity: Initial walk through of site and equipment analysis.	IT Project Technician	MV	1.00	\$325.00	\$325.00
09/16/2025	Finalize company address, location, and name reference	Forensic Consulting	LS	0.50	\$425.00	\$212.50
09/17/2025	Veracity - Tri Color Project planning Meeting	Forensic Consulting	CK	0.75	\$425.00	\$318.75
09/17/2025	Update team workplan based on new information	Forensic Consulting	LS	1.00	\$425.00	\$425.00
09/17/2025	Perform limited photo inventory w. photos taken on preliminary walkthrough 9/16	Forensic Consulting	LS	0.75	\$425.00	\$318.75
09/17/2025	Attend call with internal engagement team regarding collection logistics.	Forensic Consulting	CM	0.75	\$425.00	\$318.75
09/18/2025	Digital forensics project overview and planning	Project Management	BJR	0.75	\$325.00	\$243.75
09/18/2025	Customize room labeling plan and generate barcode and chain of custody forms	Forensic Consulting	LS	1.75	\$425.00	\$743.75
09/19/2025	Veracity coordination planning	Project Management	BJR	0.50	\$325.00	\$162.50
09/19/2025	Create run sheet for first day on site for staff	Forensic Consulting	LS	1.75	\$425.00	\$743.75

Start Date	Description	Task	User	Duration	Rate	Amount
09/19/2025	First day planning discussions and correspondence with Veracity team	Forensic Consulting	LS	1.00	\$425.00	\$425.00
09/19/2025	Create customized electronically stored information ESI checklist for case	Forensic Consulting	LS	1.50	\$425.00	\$637.50
09/19/2025	Met with C. Koons to discuss New Project and Personnel assignments.	Forensic Consulting	DF	0.50	\$425.00	\$212.50
09/20/2025	Meeting with C. Koons, D. Farr, and L. Spears on Bluefin project.	Project Management	GB	1.50	\$325.00	\$487.50
09/20/2025	Veracity team meeting to discuss initial equipment/software needs. (C. Koons, L. Spears, G. Bones)	Forensic Consulting	DF	1.50	\$425.00	\$637.50
09/20/2025	Veracity Planning meeting for Day 1 at Tri Color HQ execution	Forensic Consulting	LS	1.50	\$425.00	\$637.50
09/20/2025	Prepare for and Execute Veracity Bluefin Project Team (L Spears, B Rector, G Bones and D Farr) Meeting	Forensic Consulting	CK	1.50	\$425.00	\$637.50
09/21/2025	Prepare evidence management, creating photo log and Airtable sheet.	Collection Logistics	GB	1.00	\$325.00	\$325.00
09/21/2025	Meeting with C. Koons, D. Farr, L. Spears, M. Varghese, N. Rhyner, BJR, and M. Sonju on Blufin project.	Collection Logistics	GB	1.00	\$325.00	\$325.00
09/21/2025	Veracity team meeting to discuss SOPs and personnel assignments. (C. Koons, L. Spears, G. Bones, M. Varghese, B. Rector, N. Rhyner, M. Sonju)	Forensic Consulting	DF	1.00	\$425.00	\$425.00
09/21/2025	Meeting with C. Koons, D. Farr, L. Spears, M. Varghese, N. Rhyner, BJR, and M. Sonju on Blufin project.	Collection Logistics	BJR	1.00	\$325.00	\$325.00
09/21/2025	Meeting with C. Koons, D. Farr, L. Spears, M. Varghese, N. Rhyner, and BJR on Blufin project.	Project Administration	MS	1.00	\$250.00	\$250.00
09/21/2025	Meeting with C. Koons, D. Farr, L. Spears, M. Varghese, BJR, and M. Sonju on Blufin project.	Collection Logistics	NR	1.00	\$325.00	\$325.00
09/21/2025	Meeting with onsite collection team	Forensic Consulting	CK	1.00	\$425.00	\$425.00
09/22/2025	ON SITE: HQ Setup	Evidence Management	GB	0.50	\$325.00	\$162.50
09/22/2025	Prepare for on-site at Tri Color HQ	Forensic Consulting	CK	1.00	\$425.00	\$425.00
09/22/2025	Prep for onsite collection	Project Administration	MS	1.00	\$250.00	\$250.00
09/22/2025	Prep for onsite collections	Project Management	NR	1.00	\$325.00	\$325.00
09/22/2025	Set up Veracity work room on-site at Tricolor headquarters	Forensic Consulting	LS	0.50	\$425.00	\$212.50

Start Date	Description	Task	User	Duration	Rate	Amount
09/22/2025	Veracity collection team discussions and planning (L. Spears, C. Modesitt)	Forensic Consulting	CK	1.00	\$425.00	\$425.00
09/22/2025	Veracity collection team discussions and planning (L. Spears, C. Modesitt)	Forensic Consulting	CK	1.00	\$425.00	\$425.00
09/22/2025	Veracity collection team discussions and planning (C. Koons, C. Modesitt)	Forensic Consulting	LS	1.00	\$425.00	\$425.00
09/22/2025	ON SITE: labeling/numbering room/office locations at HQ	Evidence Management	GB	1.50	\$325.00	\$487.50
09/22/2025	Assist Collection Team (G Bones, B Rector, N Rhyner and M Sonju) with Evidence Management, CoC, Photo Logging, and Identificaiton of devices to collect/preserve	Forensic Consulting	CK	2.00	\$425.00	\$850.00
09/22/2025	Walk headquarters floor with Veracity staff for equipment collection assignments	Forensic Consulting	LS	0.75	\$425.00	\$318.75
09/22/2025	VF Bluefin Meeting and prep for onsite	Project Management	BJR	1.00	\$325.00	\$325.00
09/22/2025	ON SITE: Photo logging and device organization for transport, Rooms 1-20	Project Administration	MS	2.00	\$250.00	\$500.00
09/22/2025	ON SITE: Chain of Custody and Evidence Management of Devices Rooms 1-20	Evidence Management	GB	2.00	\$325.00	\$650.00
09/22/2025	ON SITE: Evidence photos of Rooms 1-20	Evidence Management	BJR	2.00	\$325.00	\$650.00
09/22/2025	ON SITE: Chain of Custody and Evidence Management of Devices Rooms 1-20	Evidence Management	NR	2.00	\$325.00	\$650.00
09/22/2025	Locate workable floorplan map and determine room numbering order	Forensic Consulting	LS	0.50	\$425.00	\$212.50
09/22/2025	Assist in machine collections from walled offices	Forensic Consulting	LS	2.00	\$425.00	\$850.00
09/22/2025	Discuss known infrastructure status with Veracity team - firewall, M365	Forensic Consulting	CK	1.25	\$425.00	\$531.25
09/22/2025	ON SITE: Evidence photos of Rooms 21-60	Evidence Management	BJR	2.25	\$325.00	\$731.25
09/22/2025	ON SITE: Chain of Custody and Evidence Management of Devices Rooms 21-60	Evidence Management	NR	2.25	\$325.00	\$731.25
09/22/2025	ON SITE: Chain of Custody and Evidence Management of Devices Rooms 21-60	Evidence Management	GB	2.00	\$325.00	\$650.00
09/22/2025	ON SITE: Photo logging and device organization for transport, Rooms 21-60	Project Administration	MS	2.00	\$250.00	\$500.00
09/22/2025	Meet with J Calandra and A Alekseev w CP and J Spears regarding working together to support Trustee and legal teams goals	Forensic Consulting	CK	0.50	\$425.00	\$212.50
09/22/2025	Assist in machine collections from walled offices	Forensic Consulting	LS	0.75	\$425.00	\$318.75

Start Date	Description	Task	User	Duration	Rate	Amount
09/22/2025	Participate in former employee interviews with Capstone team (J. Calandra)	Forensic Consulting	CK	0.75	\$425.00	\$318.75
09/22/2025	Discussions with Tekzenit regarding Tricolor systems(A. Nutakki)	Forensic Consulting	LS	1.00	\$425.00	\$425.00
09/22/2025	Transport Devices collected day 1 from Tri Color HQ to Veracity Office	Forensic Consulting	CK	1.00	\$425.00	\$425.00
09/22/2025	Transport Devices collected day 2 from Tri Color HQ to Veracity Office	Forensic Consulting	CK	1.50	\$425.00	\$637.50
09/22/2025	ON SITE: Chain of Custody and Evidence Management of Devices IT Office	Evidence Management	GB	2.00	\$325.00	\$650.00
09/22/2025	ON SITE: Photo logging and device organization for transport, IT Office	Project Administration	MS	2.00	\$250.00	\$500.00
09/22/2025	ON SITE: Evidence photos of IT office devices	Evidence Management	BJR	2.00	\$325.00	\$650.00
09/22/2025	ON SITE: Chain of Custody and Evidence Management of Devices Rooms IT Office	Evidence Management	NR	2.00	\$325.00	\$650.00
09/22/2025	Discuss known infrastructure status with Veracity team - firewall, M365	Forensic Consulting	LS	1.25	\$425.00	\$531.25
09/22/2025	Discuss known systems at Tricolor dealer sites with Veracity team - camera, server	Forensic Consulting	LS	1.00	\$425.00	\$425.00
09/22/2025	ON SITE: Evidence photos of Storage Closet	Evidence Management	BJR	2.25	\$325.00	\$731.25
09/22/2025	ON SITE: Chain of Custody and Evidence Management of Devices Storage Closet	Evidence Management	NR	1.25	\$325.00	\$406.25
09/22/2025	ON SITE: Chain of Custody and Evidence Management of Devices Storage Closet	Evidence Management	GB	2.00	\$325.00	\$650.00
09/22/2025	ON SITE: Photo logging and device organization for transport, Storage Closet	Project Administration	MS	1.00	\$250.00	\$250.00
09/22/2025	Evaluate machines in large headquarters storage closet	Forensic Consulting	LS	0.50	\$425.00	\$212.50
09/22/2025	Participate in former employee interviews with Capstone team (J. Calandra)	Forensic Consulting	LS	0.75	\$425.00	\$318.75
09/22/2025	Load and transport devices to VF Office	Evidence Management	BJR	0.75	\$325.00	\$243.75
09/22/2025	Phase: Obtain access and Data Collection Activity: Obtain access to systems and network	IT Project Technician	ML	0.25	\$325.00	\$81.25
09/22/2025	Phase: Obtain access and Data Collection Activity: Obtain access to systems and network	IT Project Technician	ML	2.00	\$325.00	\$650.00
09/22/2025	Phase: Obtain access and Data Collection Activity: Obtain access to systems and network	IT Project Technician	MV	1.00	\$325.00	\$325.00

Start Date	Description	Task	User	Duration	Rate	Amount
09/22/2025	Phase: Obtain access and Data Collection Activity: Obtain access to systems and network	IT Project Technician	MV	0.50	\$325.00	\$162.50
09/22/2025	Phase: Obtain access and Data Collection Activity: Obtain access to systems and network	IT Project Technician	MV	2.00	\$325.00	\$650.00
09/22/2025	Phase: Obtain access and Data Collection Activity: Obtain access to systems and network	IT Project Technician	MV	2.00	\$325.00	\$650.00
09/22/2025	Phase: Obtain access and Data Collection Activity: Obtain access to systems and network	IT Project Technician	MV	2.00	\$325.00	\$650.00
09/23/2025	Prepare for and participate in conference call with Vervent for contractor on-boarding and planning (J. Zamora, B. Herbison)	Forensic Consulting	LS	1.25	\$425.00	\$531.25
09/23/2025	Daily conference call with Legal team and Vervent for contractor on-boarding and planning (J. Zamora, B. Herbison)	Forensic Consulting	CK	1.00	\$425.00	\$425.00
09/23/2025	ON SITE: Chain of Custody and Evidence Management of Devices	Evidence Management	GB	2.00	\$325.00	\$650.00
09/23/2025	Prep at VF office for Day 2 onsite	Project Management	BJR	0.50	\$325.00	\$162.50
09/23/2025	Prep at VF office for Day 2 onsite	Project Administration	MS	0.50	\$250.00	\$125.00
09/23/2025	Prep at VF Office for Day 2 onsite	Project Management	NR	0.50	\$325.00	\$162.50
09/23/2025	ON SITE: Evidence photos and log evidence of Room 130	Evidence Management	BJR	2.75	\$325.00	\$893.75
09/23/2025	ON SITE: Photo logging and device organization for transport, Room 130	Project Administration	MS	2.00	\$250.00	\$500.00
09/23/2025	ON SITE: Room 130 Gathered digital evidence and documented chain of custody (Storage closet)	Evidence Management	NR	2.00	\$325.00	\$650.00
09/23/2025	Assist On-Site Collection Team (G Bones, B Rector, N Rhyner and M Sonju) with Evidence Management, CoC, Photo Logging, and Identificaion of devices to collect/preserve	Forensic Consulting	CK	1.00	\$425.00	\$425.00
09/23/2025	Review action steps from Vervent on-boarding call, confer with Veracity infrastructure team on systems - PayNearMe, imaging systems, Dealer Tracker, IDMS	Forensic Consulting	LS	2.00	\$425.00	\$850.00
09/23/2025	Discussions with Veracity infrastructure team on additional Tricolor systems - Oracle reporting, Oracle API interfaces, Five9	Forensic Consulting	CK	1.50	\$425.00	\$637.50
09/23/2025	ON SITE: Chain of Custody and Evidence Management of Devices Room 130	Evidence Management	GB	2.00	\$325.00	\$650.00
09/23/2025	ON SITE: Photo logging and device organization for transport, Room 130	Project Administration	MS	2.00	\$250.00	\$500.00
09/23/2025	ON SITE: Room 130 Gathered digital evidence and documented chain of custody (Storage closet)	Evidence Management	NR	2.00	\$325.00	\$650.00

Start Date	Description	Task	User	Duration	Rate	Amount
09/23/2025	Discussions with Veracity infrastructure team on additional Tricolor systems - Oracle reporting, Oracle API interfaces, Five9	Forensic Consulting	LS	1.50	\$425.00	\$637.50
09/23/2025	Assist On-Site Collection Team (G Bones, B Rector, N Rhyner and M Sonju) with Evidence Management, CoC, Photo Logging, and Identificaiton of devices to collect/preserve	Forensic Consulting	CK	1.00	\$425.00	\$425.00
09/23/2025	ON SITE: Evidence photos and log evidence of Room 130	Evidence Management	BJR	2.25	\$325.00	\$731.25
09/23/2025	Assess On-site collection progress and team needs	Forensic Consulting	CK	0.50	\$425.00	\$212.50
09/23/2025	ON SITE: Chain of Custody and Evidence Management of Devices Room 130	Evidence Management	GB	2.00	\$325.00	\$650.00
09/23/2025	Discuss known Tekzenit overdue vendor bills - M365, Azure	Forensic Consulting	LS	0.50	\$425.00	\$212.50
09/23/2025	Email and conference calls related to gaining access to Oracle Fusion through vendor Datavail (J. Stone, Datavail)	Forensic Consulting	LS	1.50	\$425.00	\$637.50
09/23/2025	ON SITE: Room 127 - Gathered digital evidence and documented chain of custody	Evidence Management	NR	2.00	\$325.00	\$650.00
09/23/2025	ON SITE: Photo logging and device organization for transport, Room 127	Project Administration	MS	0.75	\$250.00	\$187.50
09/23/2025	ON SITE: Evidence photos and log evidence in Business office Room 127	Evidence Management	BJR	1.75	\$325.00	\$568.75
09/23/2025	ON SITE: Chain of Custody and Evidence Management of Devices Room 127	Evidence Management	GB	1.50	\$325.00	\$487.50
09/23/2025	Assist in machine collections from low cubicle area	Forensic Consulting	LS	2.00	\$425.00	\$850.00
09/23/2025	Load and transport evidence	Evidence Management	NR	1.50	\$325.00	\$487.50
09/23/2025	ON SITE: Imaging laptop [094-Mata-Dell-LT]	Imaging (Computer)	GB	0.50	\$325.00	\$162.50
09/23/2025	ON SITE: Chain of Custody and Evidence Management of Devices	Evidence Management	GB	1.00	\$325.00	\$325.00
09/23/2025	Assist in machine collections from low cubicle area	Forensic Consulting	LS	2.00	\$425.00	\$850.00
09/23/2025	Phase: Obtain access and Data Collection Activity: Obtain access to systems and network	IT Project Technician	ML	6.75	\$325.00	\$2,193.75
09/23/2025	Phase: Obtain access and Data Collection Activity: Obtain access to systems and network	IT Project Technician	MV	0.50	\$325.00	\$162.50
09/23/2025	Phase: Obtain access and Data Collection Activity: Obtain access to systems and network	IT Project Technician	MV	1.00	\$325.00	\$325.00
09/23/2025	Phase: Obtain access and Data Collection Activity: Obtain access to systems and network	IT Project Technician	MV	0.50	\$325.00	\$162.50

Start Date	Description	Task	User	Duration	Rate	Amount
09/24/2025	Attend calls chats and emails with internal engagement team for project status and coordination.	Forensic Consulting	CM	1.00	\$425.00	\$425.00
09/24/2025	Chain of Custody, photo logging, and evidence management	Project Administration	MS	2.00	\$250.00	\$500.00
09/24/2025	Veracity team updates call (C. Koons, M. Vergase)	Forensic Consulting	LS	0.50	\$425.00	\$212.50
09/24/2025	Veracity Bluefin team daily sync up L. Spears, M. Vergase)	Forensic Consulting	CK	0.50	\$425.00	\$212.50
09/24/2025	Chain of Custody, photo logging, and evidence management	Project Administration	MS	2.00	\$250.00	\$500.00
09/24/2025	Chain of Custody, photo logging, and evidence management	Project Administration	MS	0.50	\$250.00	\$125.00
09/24/2025	Meeting with C. Koons and C. Modesitt to discuss Project logistics and equipment needs.	Forensic Consulting	DF	0.50	\$425.00	\$212.50
09/24/2025	Chain of Custody, photo logging, and evidence management	Evidence Management	NR	2.00	\$325.00	\$650.00
09/24/2025	Online review of IDMS and export testing	Forensic Consulting	LS	2.00	\$425.00	\$850.00
09/24/2025	Ticolor - Vervant/Trustee Daily Meeting	Forensic Consulting	CK	0.50	\$425.00	\$212.50
09/24/2025	Tri Color - Standing Professionals Call	Forensic Consulting	CK	0.50	\$425.00	\$212.50
09/24/2025	Bluefin Team meeting re how to support Vervant's needs	Forensic Consulting	CK	0.50	\$425.00	\$212.50
09/24/2025	Chain of Custody, photo logging, and evidence management	Evidence Management	NR	2.00	\$325.00	\$650.00
09/24/2025	Online review of IDMS and export testing	Forensic Consulting	LS	1.00	\$425.00	\$425.00
09/24/2025	Initial meeting with Capstone data person (A. Alekseev)	Forensic Consulting	LS	0.50	\$425.00	\$212.50
09/24/2025	Tricolor - Standing Professionals' Call with Capstone	Forensic Consulting	LS	0.50	\$425.00	\$212.50
09/24/2025	Chain of Custody, photo logging, and evidence management	Evidence Management	NR	2.00	\$325.00	\$650.00
09/24/2025	Correspondance with Datavail regarding Oracle permissions and access (S. Fitzgerald)	Forensic Consulting	LS	2.00	\$425.00	\$850.00
09/24/2025	Chain of Custody, photo logging, and evidence management	Evidence Management	NR	0.50	\$325.00	\$162.50
09/24/2025	Oversaw and coordinated Project imaging and collection phase.	Forensic Consulting	DF	0.50	\$425.00	\$212.50
09/24/2025	Correspondance with McDermott about searching IT systems for real estate lease documents (A. March)	Forensic Consulting	LS	0.25	\$425.00	\$106.25
09/24/2025	Setting up Oracle export discussion with Capstone and former employee (A. Alekseev, C. Witte)	Forensic Consulting	LS	0.75	\$425.00	\$318.75
09/24/2025	ON SITE: Load and inventory evidence for Room 59	Evidence Management	BJR	1.00	\$325.00	\$325.00
09/24/2025	ON SITE: Gathered digital evidence from Room 59	Evidence Management	NR	0.50	\$325.00	\$162.50
09/24/2025	ON SITE: HQ walkthrough and assessment	Forensic Consulting	CK	1.00	\$425.00	\$425.00
09/24/2025	Planning and disucssions with Vervent regarding contractor names and start date (B. Herbison)	Forensic Consulting	LS	1.00	\$425.00	\$425.00
09/24/2025	Chain of Custody, photo logging, and evidence management	Evidence Management	NR	1.00	\$325.00	\$325.00

Start Date	Description	Task	User	Duration	Rate	Amount
09/24/2025	Confirm collections as appropriate from headquarters main storage closet	Forensic Consulting	LS	0.50	\$425.00	\$212.50
09/24/2025	Phase: Obtain access and Data Collection Activity: Obtain access to systems and network	IT Project Technician	ML	4.75	\$325.00	\$1,543.75
09/24/2025	Phase: Obtain access and Data Collection Activity: Obtain access to systems and network	IT Project Technician	ML	3.75	\$325.00	\$1,218.75
09/24/2025	Phase: Obtain access and Data Collection Activity: Azure Discovery	IT Project Technician	JL	6.50	\$325.00	\$2,112.50
09/24/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	MV	0.50	\$325.00	\$162.50
09/24/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	MV	0.50	\$325.00	\$162.50
09/24/2025	Phase: Obtain access and Data Collection Activity: Obtain access to systems and network	IT Project Technician	MV	2.00	\$325.00	\$650.00
09/25/2025	Attend calls chats and emails with internal engagement team for project status and coordination.	Forensic Consulting	CM	1.00	\$425.00	\$425.00
09/25/2025	Attended Veracity internal meeting to discuss Project Status and next phase.	Forensic Consulting	DF	0.50	\$425.00	\$212.50
09/25/2025	Veracity Core Team daily status and planning	Forensic Consulting	LS	0.75	\$425.00	\$318.75
09/25/2025	Veracity Bluefin team daily sync up L. Spears, M. Vergase)	Forensic Consulting	CK	0.75	\$425.00	\$318.75
09/25/2025	Chain of Custody, photo logging, and evidence management	Project Administration	MS	2.00	\$250.00	\$500.00
09/25/2025	Chain of Custody, photo logging, and evidence management	Evidence Management	NR	2.00	\$325.00	\$650.00
09/25/2025	Prepare for and participate in Capstone Oracle access call with former employee (C. Witte)	Forensic Consulting	LS	1.00	\$425.00	\$425.00
09/25/2025	Tricolor - Vervent/Trustee Daily Meeting	Forensic Consulting	CK	0.50	\$425.00	\$212.50
09/25/2025	Veracity Bluefin team meeting to discuss week 2 plan and on-site imaging team	Forensic Consulting	CK	0.50	\$425.00	\$212.50
09/25/2025	Compile notes and draft initial data flow for IT systems - PayNearMe, IDMS, Oracle integration, enterprise data warehouse, and Oracle Fusion	Forensic Consulting	LS	2.00	\$425.00	\$850.00
09/25/2025	Chain of Custody, photo logging, and evidence management	Evidence Management	NR	2.00	\$325.00	\$650.00
09/25/2025	Chain of Custody, photo logging, and evidence management	Project Administration	MS	1.00	\$250.00	\$250.00
09/25/2025	Confirm current contractor name list and access needed for Vervent	Forensic Consulting	LS	0.75	\$425.00	\$318.75

Start Date	Description	Task	User	Duration	Rate	Amount
09/25/2025	Oversaw and coordinated Project imaging and collection phase.	Forensic Consulting	DF	0.75	\$425.00	\$318.75
09/25/2025	Chain of Custody, photo logging, and evidence management	Evidence Management	NR	2.00	\$325.00	\$650.00
09/25/2025	Meet with Veracity infrastructure team about e5, e3 Microsoft 365 account access, and legal hold capabilities for current licenses	Forensic Consulting	LS	1.50	\$425.00	\$637.50
09/25/2025	Confirm Vervent contractor planning and new user logins with Vervent (H. Taborda)	Forensic Consulting	LS	0.50	\$425.00	\$212.50
09/25/2025	Chain of Custody, photo logging, and evidence management	Evidence Management	NR	2.50	\$325.00	\$812.50
09/25/2025	Create provisional IDMS report for export for Capstone sample review	Forensic Consulting	LS	1.50	\$425.00	\$637.50
09/25/2025	Confirm Tricolor company codes with Veracity infrastructure team	Forensic Consulting	LS	0.50	\$425.00	\$212.50
09/25/2025	Badge and access conversation with Vervent representatives (A. Sperelakis)	Forensic Consulting	LS	0.25	\$425.00	\$106.25
09/25/2025	Update case narrative document for Veracity	Forensic Consulting	LS	1.75	\$425.00	\$743.75
09/25/2025	Request Vervent contractor names and access details	Forensic Consulting	LS	1.25	\$425.00	\$531.25
09/25/2025	Phase: Obtain access and Data Collection Activity: Obtain access to systems and network	IT Project Technician	ML	3.50	\$325.00	\$1,137.50
09/25/2025	Phase: Obtain access and Data Collection Activity: Azure Discovery	IT Project Technician	JL	4.50	\$325.00	\$1,462.50
09/25/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	MV	0.50	\$325.00	\$162.50
09/25/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	MV	0.50	\$325.00	\$162.50
09/25/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	MV	1.00	\$325.00	\$325.00
09/25/2025	Phase: Obtain access and Data Collection Activity: Obtain access to systems and network	IT Project Technician	MG	2.00	\$325.00	\$650.00
09/25/2025	Phase: Obtain access and Data Collection Activity: Obtain access to systems and network	IT Project Technician	MV	1.50	\$325.00	\$487.50
09/26/2025	Attend calls chats and emails with internal engagement team for project status and coordination.	Forensic Consulting	CM	1.00	\$425.00	\$425.00
09/26/2025	Attended Veracity internal meeting to discuss Project Status.	Forensic Consulting	DF	0.50	\$425.00	\$212.50
09/26/2025	Veracity Core Team daily status and planning	Forensic Consulting	LS	0.75	\$425.00	\$318.75
09/26/2025	Veracity Bluefin team daily sync up L. Spears, M. Vergase)	Forensic Consulting	CK	0.75	\$425.00	\$318.75

Start Date	Description	Task	User	Duration	Rate	Amount
09/26/2025	ON SITE: Photographing evidence, evidence management/documentation	Evidence Management	NR	2.00	\$325.00	\$650.00
09/26/2025	ON SITE: photos and logs for room 130 bins, COC forms	Project Administration	MS	2.00	\$250.00	\$500.00
09/26/2025	Confirm access and transfer IDMS sample report to Capstone (A. Aleeksev)	Forensic Consulting	LS	0.50	\$425.00	\$212.50
09/26/2025	Tricolor - Vervent/Trustee Daily Meeting	Forensic Consulting	CK	0.50	\$425.00	\$212.50
09/26/2025	Prepare for and participate in additional Capstone Oracle access call with former employee (C. Witte)	Forensic Consulting	LS	1.50	\$425.00	\$637.50
09/26/2025	Redacted	Forensic Consulting	CK	0.25	\$425.00	\$106.25
09/26/2025	Chain of Custody, photo logging, and evidence management	Evidence Management	NR	2.00	\$325.00	\$650.00
09/26/2025	photography of devices for Evidence Chain of Custody documentation.	Project Administration	RL	2.00	\$250.00	\$500.00
09/26/2025	Correspondance with Datavail Oracle re-seller about Oracle access for consultants (S. Fitzgerald)	Forensic Consulting	LS	1.00	\$425.00	\$425.00
09/26/2025	ON SITE: photos and logs for room 130 bins, COC forms	Project Administration	MS	1.25	\$250.00	\$312.50
09/26/2025	Redacted	Forensic Consulting	LS	0.25	\$425.00	\$106.25
09/26/2025	Receive help desk tickets and user notes from Datavail Oracle (B. Stubbings)	Forensic Consulting	LS	0.50	\$425.00	\$212.50
09/26/2025	Prepare for and conduct call with McDermott counsel on collection status and Vervent permissions protocol (G. Williams)	Forensic Consulting	LS	1.50	\$425.00	\$637.50
09/26/2025	Verify new location and coordinate access credentials (1111 Mockingbird)	Evidence Management	BJR	0.75	\$325.00	\$243.75
09/26/2025	QC'ing evidence documentation	Evidence Management	NR	2.00	\$325.00	\$650.00
09/26/2025	Status updates with Veracity infrastructure team on Azure copies, and litigation hold	Forensic Consulting	LS	1.00	\$425.00	\$425.00
09/26/2025	Oversaw and coordinated Project imaging and collection phase.	Forensic Consulting	DF	0.50	\$425.00	\$212.50
09/26/2025	Status updates with Veracity forensics team on machine imaging of Vervent re-use machines	Forensic Consulting	LS	0.75	\$425.00	\$318.75
09/26/2025	Redacted	Evidence Management	NR	1.00	\$325.00	\$325.00
09/26/2025	Identify and procure project supplies	Evidence Management	BJR	0.75	\$325.00	\$243.75
09/26/2025	Create and distribute summary email for Counsel, Trustee, and Capstone on four step procedure to ensure data integrity with Vervent activity	Forensic Consulting	LS	0.50	\$425.00	\$212.50

Start Date	Description	Task	User	Duration	Rate	Amount
09/26/2025	Prepping priority devices for imaging	Evidence Management	NR	0.50	\$325.00	\$162.50
09/26/2025	Phase: Obtain access and Data Collection Activity: Collect server and network data	IT Project Technician	ML	0.75	\$325.00	\$243.75
09/26/2025	Phase: Obtain access and Data Collection Activity: Obtain access to systems and network	IT Project Technician	ML	0.25	\$325.00	\$81.25
09/26/2025	Phase: Obtain access and Data Collection Activity: Obtain access to systems and network	IT Project Technician	ML	2.50	\$325.00	\$812.50
09/26/2025	Phase: Obtain access and Data Collection Activity: Obtain access to systems and network	IT Project Technician	ML	2.00	\$325.00	\$650.00
09/26/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	MV	0.50	\$325.00	\$162.50
09/26/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	MV	1.00	\$325.00	\$325.00
09/26/2025	Phase: Obtain access and Data Collection Activity: Azure Discovery	IT Project Technician	JL	6.00	\$325.00	\$1,950.00
09/27/2025	Configured 40 Samsung T7 drives for use with Paladin for onsite imaging	Project Management	GZ	2.00	\$325.00	\$650.00
09/27/2025	Configured 40 Samsung T7 drives for use with Paladin for onsite imaging	Project Management	GZ	2.00	\$325.00	\$650.00
09/27/2025	Creating first destination drive [VF #779] and working drive [VF #81] for BlueFin project.	Evidence Archive Copy Creation	GB	0.75	\$325.00	\$243.75
09/27/2025	Discussion calls with Veracity and Tekzenit to resolve administration duties on network and independtly hosted applications (A. Nutakki, M. Vergase)	Forensic Consulting	LS	1.50	\$425.00	\$637.50
09/27/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	MV	1.00	\$325.00	\$325.00
09/27/2025	Configured 40 Samsung T7 drives for use with Paladin for onsite imaging	Project Management	GZ	2.00	\$325.00	\$650.00
09/28/2025	Travel Houston to Dallas for on-site collections.	Project Travel	CM	4.00	\$162.50	\$650.00
09/29/2025	Redacted	Forensic Consulting	CM	0.50	\$425.00	\$212.50
09/29/2025	Attend internal team status meeting.	Forensic Consulting	CM	0.50	\$425.00	\$212.50

Start Date	Description	Task	User	Duration	Rate	Amount
09/29/2025	Continue assist with on-site collection of laptops [136, 137, 143, 260, 397, 399, 401, 405, 403, 392]	Forensic Consulting	CM	1.25	\$425.00	\$531.25
09/29/2025	Continue assist with on-site collection of laptops [136, 137, 143, 260, 397, 399, 401, 405, 403, 392]	Forensic Consulting	CM	2.00	\$425.00	\$850.00
09/29/2025	Assist with on-site collection of laptops [136, 137, 143, 260, 397, 399, 401, 405, 403, 392]	Forensic Consulting	CM	2.00	\$425.00	\$850.00
09/29/2025	Attended Veracity internal meeting to discuss Project Status.	Forensic Consulting	DF	0.50	\$425.00	\$212.50
09/29/2025	Prepared evidence collection and required documentation for the on-site BlueFin engagement.	Project Administration	RL	1.00	\$250.00	\$250.00
09/29/2025	Prepare for and conduct Veracity Core Team daily status call	Forensic Consulting	LS	1.00	\$425.00	\$425.00
09/29/2025	Veracity Bluefin team daily sync up	Forensic Consulting	CK	0.50	\$425.00	\$212.50
09/29/2025	ON SITE: Image Devices [137-Simental-Dell-LT], [260-Cabrera-Dell-LT]	Imaging (Computer)	MR	2.00	\$325.00	\$650.00
09/29/2025	Tricolor - Vervent/Trustee Daily Meeting	Forensic Consulting	CK	0.50	\$425.00	\$212.50
09/29/2025	Intaking evidence on-site	Evidence Management	JL	2.00	\$325.00	\$650.00
09/29/2025	ON SITE: Delivered Chain of Custody forms and asset barcodes to BlueFin HQ to facilitate the upcoming device collection.	Project Administration	RL	0.50	\$250.00	\$125.00
09/29/2025	Vervent and McDermott standing call	Forensic Consulting	LS	0.75	\$425.00	\$318.75
09/29/2025	Planning mtg for on-site HQ imaging team	Forensic Consulting	CK	0.50	\$425.00	\$212.50
09/29/2025	VF Planning Meeting	Project Management	NR	0.50	\$325.00	\$162.50
09/29/2025	ON SITE: Setting up equipment for imaging	Evidence Management	NR	0.50	\$325.00	\$162.50
09/29/2025	ON SITE: Prepared and verified Chain of Custody documentation prior to device intake.	Project Administration	RL	0.50	\$250.00	\$125.00
09/29/2025	Redacted	Forensic Consulting	CK	0.50	\$425.00	\$212.50
09/29/2025	ON SITE: Imaging Lozano LT (Evid ID #143)	Imaging (Computer)	NR	0.75	\$325.00	\$243.75
09/29/2025	Former employee laptop dropoffs at headquarters for Veracity imaging	Forensic Consulting	LS	2.00	\$425.00	\$850.00
09/29/2025	ON SITE: Device intake from custodians and Evidence Chain of Custody documentation.	Project Administration	RL	2.00	\$250.00	\$500.00
09/29/2025	Call with Vervant D Gamble, B Herbison, CP S Stone and L Spears and M Varghese re: MS licensing	Forensic Consulting	CK	0.50	\$425.00	\$212.50
09/29/2025	ON SITE: Documenting on-site acquisitions of employee laptops (Evid ID #'s 143, 260, 392, 397, 299, 403, 405)	Evidence Management	NR	1.50	\$325.00	\$487.50
09/29/2025	Collection/Imaging of LT for return status update	Forensic Consulting	CK	0.50	\$425.00	\$212.50
09/29/2025	ON SITE: Image Devices [392-100-0392-Dell-LT]	Imaging (Computer)	MR	2.00	\$325.00	\$650.00

Start Date	Description	Task	User	Duration	Rate	Amount
09/29/2025	Bluefin prep Meeting	Project Management	MR	0.50	\$325.00	\$162.50
09/29/2025	Intaking evidence on-site	Evidence Management	JL	2.00	\$325.00	\$650.00
09/29/2025	Former employee laptop dropoffs at headquarters for Veracity imaging	Forensic Consulting	LS	2.00	\$425.00	\$850.00
09/29/2025	ON SITE: Verifying image taken for Lozano LT (Evid ID #143)	Imaging (Computer)	NR	0.50	\$325.00	\$162.50
09/29/2025	ON SITE: Image Devices [399-Ontiveros-Dell-LT], [401-White-Dell-LT]	Imaging (Computer)	MR	2.00	\$325.00	\$650.00
09/29/2025	ON SITE: Documenting on-site acquisition of employee laptops cont'd	Evidence Management	NR	2.00	\$325.00	\$650.00
09/29/2025	Redacted	Forensic Consulting	LS	1.00	\$425.00	\$425.00
09/29/2025	ON SITE: Image Devices [403-Ripple-Dell-LT], [405-Gonzalez-Dell-LT]	Imaging (Computer)	MR	2.00	\$325.00	\$650.00
09/29/2025	Discussion about transactional data sources from Tricolor with Capstone (A. Alekseev)	Forensic Consulting	LS	0.75	\$425.00	\$318.75
09/29/2025	Organize and locate devices for Imaging	Evidence Management	BJR	0.75	\$325.00	\$243.75
09/29/2025	Microsoft licenses discussion with Vervent (B. Herbison)	Forensic Consulting	LS	0.50	\$425.00	\$212.50
09/29/2025	ON SITE: Packing up equipment	Evidence Management	NR	0.50	\$325.00	\$162.50
09/29/2025	Prepare for and conduct laptop dropoff status call end-of-day with Veracity team	Forensic Consulting	LS	1.00	\$425.00	\$425.00
09/29/2025	Review and distribute joint tracker used by Tekzenit for their part of Vervent contractor access	Forensic Consulting	LS	0.50	\$425.00	\$212.50
09/29/2025	Craft and distribute Acceptable Use Policy suggested language	Forensic Consulting	LS	1.00	\$425.00	\$425.00
09/29/2025	Forward updated Oracle access correspondance from DataVail	Forensic Consulting	LS	0.25	\$425.00	\$106.25
09/29/2025	Inquiries to Tekzenit regarding past and current data warehouse access	Forensic Consulting	LS	0.50	\$425.00	\$212.50
09/29/2025	Prepare for on-site collections at Tricolor HQ	Forensic Consulting	CM	1.00	\$425.00	\$425.00
09/29/2025	Phase: Data Snapshot and Migration Activity: Backups	IT Project Technician	ML	2.00	\$325.00	\$650.00
09/29/2025	Phase: Data Snapshot and Migration Activity: Backups	IT Project Technician	ML	3.50	\$325.00	\$1,137.50
09/29/2025	Phase: Obtain access and Data Collection Activity: Azure Discovery	IT Project Technician	JL	5.00	\$325.00	\$1,625.00
09/29/2025	Phase: Data Snapshot and Migration Activity: Employee New Account Access	IT Project Technician	MG	2.00	\$325.00	\$650.00

Start Date	Description	Task	User	Duration	Rate	Amount
09/29/2025	Phase: Data Snapshot and Migration Activity: Employee New Account Access	IT Project Technician	MG	2.00	\$325.00	\$650.00
09/29/2025	Phase: Data Snapshot and Migration Activity: Employee New Account Access	IT Project Technician	MG	2.00	\$325.00	\$650.00
09/29/2025	Phase: Data Snapshot and Migration Activity: Employee New Account Access	IT Project Technician	MG	1.00	\$325.00	\$325.00
09/29/2025	Phase: Data Snapshot and Migration Activity: Employee New Account Access	IT Project Technician	MG	0.50	\$325.00	\$162.50
09/29/2025	Phase: Data Snapshot and Migration Activity: Employee New Account Access	IT Project Technician	MV	2.00	\$325.00	\$650.00
09/29/2025	Phase: Data Snapshot and Migration Activity: Employee New Account Access	IT Project Technician	MV	2.00	\$325.00	\$650.00
09/29/2025	Phase: Data Snapshot and Migration Activity: Employee New Account Access	IT Project Technician	MV	2.00	\$325.00	\$650.00
09/30/2025	Update case documentation.	Forensic Consulting	CM	1.75	\$425.00	\$743.75
09/30/2025	Attend calls chats and emails with internal engagement team for project status and coordination.	Forensic Consulting	CM	2.00	\$425.00	\$850.00
09/30/2025	Assist with on-site collection of laptop [393-100-0393-Dell-LT]	Forensic Consulting	CM	1.00	\$425.00	\$425.00
09/30/2025	Prepare for on-site collections at Tricolor HQ	Forensic Consulting	CM	0.50	\$425.00	\$212.50
09/30/2025	Attended Veracity internal meeting to discuss Project Status.	Forensic Consulting	DF	0.50	\$425.00	\$212.50
09/30/2025	Prepare for and conduct Veracity Core Team daily status call	Forensic Consulting	LS	1.00	\$425.00	\$425.00
09/30/2025	Veracity Bluefin team daily sync up	Forensic Consulting	CK	0.50	\$425.00	\$212.50
09/30/2025	BlueFin briefing and team sync	Project Administration	RL	0.50	\$250.00	\$125.00
09/30/2025	Vervent and McDermott standing call	Forensic Consulting	CK	0.50	\$425.00	\$212.50
09/30/2025	ON SITE: Image Device [393-Gracia-Dell-LT]	Imaging (Computer)	MR	2.00	\$325.00	\$650.00
09/30/2025	Communicate and coordinate location access (1111 Mockingbird)	Evidence Management	BJR	0.25	\$325.00	\$81.25
09/30/2025	Vervent and McDermott standing call	Forensic Consulting	LS	0.50	\$425.00	\$212.50
09/30/2025	Bluefin data hosting call	Forensic Consulting	CK	0.50	\$425.00	\$212.50
09/30/2025	Internal Planning and organizing Bluefin evidence	Evidence Management	NR	2.00	\$325.00	\$650.00
09/30/2025	Former employee laptop dropoffs at headquarters for Veracity imaging	Forensic Consulting	LS	2.00	\$425.00	\$850.00
09/30/2025	ON SITE: open all devices to record HDD info Group 1	Evidence Management	MR	2.00	\$325.00	\$650.00

Start Date	Description	Task	User	Duration	Rate	Amount
09/30/2025	Evidence Management at VF Office	Project Administration	RL	1.00	\$250.00	\$250.00
09/30/2025	Bluefin prep meeting	Project Management	RL	0.50	\$325.00	\$162.50
09/30/2025	Logged and cataloged incoming evidence for BlueFin project	Project Administration	RL	1.50	\$250.00	\$375.00
09/30/2025	Evidence Management at VF Office	Evidence Management	JL	2.00	\$325.00	\$650.00
09/30/2025	Former employee laptop re-provisioning with new user login and testing with Vervent	Forensic Consulting	LS	2.00	\$425.00	\$850.00
09/30/2025	ON SITE: Open up laptop HDD pix Group 2	Evidence Management	MR	2.00	\$325.00	\$650.00
09/30/2025	Logged and cataloged incoming evidence for BlueFin project	Project Administration	RL	1.00	\$250.00	\$250.00
09/30/2025	Correspondance with Tekzenit on past due vendor amounts	Forensic Consulting	LS	0.25	\$425.00	\$106.25
09/30/2025	Conduct IDMS system overview for Capstone (A. Alekseev)	Forensic Consulting	LS	0.75	\$425.00	\$318.75
09/30/2025	ON SITE: organize and share evidence HDD pix	Evidence Management	MR	1.00	\$325.00	\$325.00
09/30/2025	Chain of Custody (CoC) documentation and the evidence location in preparation for imaging	Project Administration	RL	2.00	\$250.00	\$500.00
09/30/2025	Review project task tickets from Veracity infrastructure team	Forensic Consulting	LS	0.75	\$425.00	\$318.75
09/30/2025	Correspondance with Alvarez on existing laptop images (M. Mann)	Forensic Consulting	LS	1.25	\$425.00	\$531.25
09/30/2025	Coordination with Veracity forensics team on Alvarez laptop image planning	Forensic Consulting	LS	0.75	\$425.00	\$318.75
09/30/2025	Confirm file transfer link with Veracity infrastructure team	Forensic Consulting	LS	0.25	\$425.00	\$106.25
09/30/2025	Prepare for and conduct status call and updates with Tekzenit for Vervent on-going access (R. Villegas, A. Nutakki)	Forensic Consulting	LS	1.25	\$425.00	\$531.25
09/30/2025	Assist with Vervent staff office access	Forensic Consulting	CM	1.00	\$425.00	\$425.00
09/30/2025	Travel Dallas to Houston after on-site collections.	Project Travel	CM	4.25	\$162.50	\$690.63
09/30/2025	Phase: Obtain access and Data Collection Activity: Collect server and network data	IT Project Technician	MV	1.00	\$325.00	\$325.00
09/30/2025	Phase: Data Snapshot and Migration Activity: Backups	IT Project Technician	ML	0.50	\$325.00	\$162.50
09/30/2025	Phase: Obtain access and Data Collection Activity: Azure Discovery	IT Project Technician	JL	0.25	\$325.00	\$81.25
09/30/2025	Phase: Obtain access and Data Collection Activity: Azure Discovery	IT Project Technician	JL	5.00	\$325.00	\$1,625.00
09/30/2025	Phase: Data Snapshot and Migration Activity: Employee New Account Access	IT Project Technician	MG	2.00	\$325.00	\$650.00
09/30/2025	Phase: Data Snapshot and Migration Activity: Employee New Account Access	IT Project Technician	MG	2.00	\$325.00	\$650.00

Start Date	Description	Task	User	Duration	Rate	Amount
09/30/2025	Phase: Data Snapshot and Migration Activity: Employee New Account Access	IT Project Technician	MG	2.00	\$325.00	\$650.00
09/30/2025	Phase: Data Snapshot and Migration Activity: Employee New Account Access	IT Project Technician	MG	0.50	\$325.00	\$162.50
09/30/2025	Phase: Data Snapshot and Migration Activity: Employee New Account Access	IT Project Technician	MV	2.00	\$325.00	\$650.00
09/30/2025	Phase: Data Snapshot and Migration Activity: Employee New Account Access	IT Project Technician	MV	2.00	\$325.00	\$650.00
09/30/2025	Phase: Data Snapshot and Migration Activity: Employee New Account Access	IT Project Technician	MV	2.00	\$325.00	\$650.00
09/30/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	MV	0.50	\$325.00	\$162.50
09/30/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	MV	0.50	\$325.00	\$162.50
09/30/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	MV	1.00	\$325.00	\$325.00
09/30/2025	Phase: Obtain access and Data Collection Activity: Meetings	IT Project Technician	MV	0.50	\$325.00	\$162.50
					Total:	\$149,353.13

Exhibit H

Chapter 7 Liquidating Trustee Expense Budget TBK – Expense Budget	Week 1 10/20/25 10/26/25	Week 2 10/27/25 11/02/25	Week 3 11/03/25 11/09/25	Week 4 11/10/25 11/16/25	Week 5 11/17/25 11/23/25	Week 6 11/24/25 11/30/25	Week 7 12/01/25 12/07/25	Week 8 12/08/25 12/14/25	Week 9 12/15/25 12/21/25	Week 10 12/22/25 12/28/25	Total Expense
BEGINNING CASH	\$ 2,200,000	\$ 2,198,500	\$ 1,822,600	\$ 1,821,100	\$ 1,819,600	\$ 1,818,850	\$ 1,818,100	\$ 14,942	\$ 14,192	\$ 13,442	\$ 2,200,000
EXPENSES:											
Operations											
Operations	-	-	-	-	-	-	-	-	-	-	-
Bond	-	-	-	-	-	-	-	-	-	-	-
Rent	-	-	-	-	-	-	-	-	-	-	-
Auto Liability Insurance	-	-	-	-	-	-	-	-	-	-	-
Total Operations	-	-	-	-	-	-	-	-	-	-	-
Professional Advisors											
Bankruptcy Counsel											
- McDermott Will & Schulte	-	-	-	-	-	-	1,440,000	-	-	-	1,440,000
- Cavazos Hendricks Poirot	-	-	-	-	-	-	-	-	-	-	-
Total Bankruptcy Counsel	-	-	-	-	-	-	1,440,000	-	-	-	1,440,000
Financial Advisors											
- Capstone Partners											
Financial Advisory Services	-	-	-	-	-	-	362,408	-	-	-	362,408
Special Situations Investment Banking	-	-	-	-	-	-	-	-	-	-	-
Success Fee, Sale of Unpledged Installment Agreements	-	-	-	-	-	-	-	-	-	-	-
1099 Contractors	1,500	1,500	1,500	1,500	750	750	750	750	750	-	9,750
Total Financial Advisors	1,500	1,500	1,500	1,500	750	750	363,158	750	750	-	372,158
IT Consulting											
- Veracity	-	374,400	-	-	-	-	-	-	-	-	374,400
Total IT Consulting	-	374,400	-	-	-	-	-	-	-	-	374,400
Total Professional Advisors	1,500	375,900	1,500	1,500	750	750	1,803,158	750	750	-	2,186,558
TOTAL EXPENSES	\$ 1,500	\$ 375,900	\$ 1,500	\$ 1,500	\$ 750	\$ 750	\$ 1,803,158	\$ 750	\$ 750	\$ -	\$ 2,186,558
ENDING CASH	\$ 2,198,500	\$ 1,822,600	\$ 1,821,100	\$ 1,819,600	\$ 1,818,850	\$ 1,818,100	\$ 14,942	\$ 14,192	\$ 13,442	\$ 13,442	\$ 13,442



PO Box 2950
Hartford, CT 06104-2950

June 12, 2025

TRICOLOR HOLDINGS, LLC
6021 CONNECTION DR 4TH FL
IRVING, TX 75039

Re: Important Information about Claims Information Line

Dear TRICOLOR HOLDINGS, LLC

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.



PO Box 2950
Hartford, CT 06104-2950

Employment Practices Liability Hotline

As part of the services provided through Risk Management PLUS+ Online®, Travelers Bond & Specialty Insurance is pleased to provide its Employment Practices Liability policyholders with up to one hour of access to a toll-free hotline designed to provide quick, practical risk management guidance on day-to-day workplace issues.

From reviewing the proper steps for a sexual harassment investigation to discussing general factors to consider before making employment decisions, the firm's attorneys are available to assist policyholders in managing their workplace risk and minimizing employment-related claims. This hotline is staffed by a nationally recognized employment law firm exclusively dedicated to representing management on workplace issues and is available at no additional cost to Employment Practices Liability policyholders.

To utilize the hotline, call **1-866-EPL-TRAV (1-866-375-8728)**.

We encourage policyholders to take advantage of this risk management tool. For more information about the hotline, go to www.rmplusonline.com/EPLhotline.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

Travelers Casualty and Surety Company of America, PO Box 2950, Hartford, CT 06104-2950



P.O. Box 2950
Hartford, CT 06104-2950

06/12/2025

TRICOLOR HOLDINGS, LLC

6021 CONNECTION DR 4TH FL
IRVING, TX 75039

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- Thousands of articles on a variety of risk management topics
- Topical webinars and podcasts on current issues
- Checklists to assist in managing risk
- Web based training
- Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:

The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to www.rmplusonline.com.
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP110000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:

1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

**Independent Agent And Broker
Compensation Notice**

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html.

Or write:

**Travelers, Agency Compensation
One Tower Square
Hartford, CT 06183**

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

**Texas
Insurer And Insurance Department
Contact Information Notice**

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't you may lose your right to appeal.

Travelers

To get information or file a complaint with your insurance company:

Call: Consumer Affairs at 860.954.2382

Toll-free: 866.894.0687

Online: www.Travelers.com

Email: Complaints@travelers.com

Mail: Consumer Affairs, One Tower Square, Hartford, CT 06183

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1.800.252.3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC CO-CP, Texas Department of Insurance, PO Box 12030 Austin, TX 78711-2030



Wrap+®

Declarations

POLICY NO. 106848518

**Travelers Casualty and Surety Company of America
Hartford, Connecticut**
(A Stock Insurance Company, herein called the Company)

LIABILITY COVERAGES, SEPARATE LIABILITY COVERAGES, AND THIRD PARTY LIABILITY INSURING AGREEMENTS ARE WRITTEN ON A CLAIMS-MADE BASIS AND COVER ONLY CLAIMS MADE AGAINST INSUREDS DURING THE POLICY PERIOD.

THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED BY DEFENSE EXPENSES, AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION. THE COMPANY HAS NO DUTY TO DEFEND ANY CLAIM UNLESS DUTY-TO-DEFEND COVERAGE HAS BEEN SPECIFICALLY PROVIDED HEREIN.

ITEM 1 NAMED INSURED/INSURANCE REPRESENTATIVE:

TRICOLOR HOLDINGS, LLC

D/B/A:

Principal Address:
6021 CONNECTION DR 4TH FL
IRVING, TX 75039

ITEM 2 POLICY PERIOD:

Inception Date: June 16, 2025 Expiration Date: June 16, 2026
12:01 A.M. local time both dates at the Principal Address stated in ITEM 1.

ITEM 3 ADDRESS INFORMATION FOR NOTICES TO COMPANY:

Email: BSIclaims@travelers.com
Fax: 1-888-460-6622

Mail: Travelers Bond & Specialty Insurance Claim
P.O. Box 2989
Hartford, CT 06104-2989

Overnight Mail: Travelers Bond & Specialty Insurance Claim
One Tower Square, MN06
Hartford, CT 06183

For questions related to claim reporting or handling, please call 1-800-842-8496.

ITEM 4 COVERAGES INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:

Private Company Directors and Officers Liability

Employment Practices Liability

ITEM 5

LIABILITY COVERAGES (subject to LIA-3001)

PRIVATE COMPANY DIRECTORS AND OFFICERS LIABILITY

Limit of Liability:	\$5,000,000	for all Claims
Supplemental Personal Indemnification Coverage:	<input checked="" type="checkbox"/> Applicable	<input type="checkbox"/> Not Applicable
Supplemental Personal Indemnification Limit of Liability:	\$1,000,000	for all Claims
Additional Defense Coverage:	<input type="checkbox"/> Applicable	<input checked="" type="checkbox"/> Not Applicable
Additional Defense Limit of Liability:	Not Covered	for all Claims
Investigation Expense Limit of Liability:	\$250,000	for all Claims
Retention:	\$0	for each Claim under Insuring Agreement A.
	\$100,000	for each Claim under Insuring Agreement B.
	\$100,000	for each Claim under Insuring Agreement C.
Prior and Pending Proceeding Date:	December 20, 2017	
Continuity Date:	December 20, 2017	

EMPLOYMENT PRACTICES LIABILITY

Limit of Liability:	\$5,000,000	for all Claims
Third Party Claim Coverage:	<input checked="" type="checkbox"/> Applicable	<input type="checkbox"/> Not Applicable
Additional Defense Coverage:	<input type="checkbox"/> Applicable	<input checked="" type="checkbox"/> Not Applicable
Additional Defense Limit of Liability:	Not Covered	for all Claims
Retention:	\$125,000	for each Claim under Insuring Agreement A.
	\$125,000	for each Claim under Insuring Agreement B., if applicable

Prior and Pending Proceeding Date:

Claims for Wrongful Employment Practices: June 01, 2016
Claims for Third Party Wrongful Acts: June 01, 2016

Continuity Date:

Claims for Wrongful Employment Practices: June 01, 2016
Claims for Third Party Wrongful Acts: June 01, 2016

ITEM 6

PREMIUM FOR THE POLICY PERIOD FOR ALL COVERAGES:

\$176,445.00 Policy Premium for all purchased Coverages

ITEM 7

TYPE OF CLAIM DEFENSE FOR LIABILITY COVERAGES (subject to LIA-3001):

- Reimbursement
- Duty-to-Defend
- Varies by Coverage - See Expanded Claim Defense Options Endorsement

Only the type of CLAIM DEFENSE marked "" is included in this policy.

ITEM 8

EXTENDED REPORTING PERIOD FOR LIABILITY COVERAGES (subject to LIA-3001):

Additional Premium Percentage: 75%
Additional Months: 12

(If exercised in accordance with the applicable EXTENDED REPORTING PERIOD condition)

ITEM 9

RUN-OFF EXTENDED REPORTING PERIOD FOR LIABILITY COVERAGES (subject to LIA-3001):

Additional Premium Percentage: 200%
Additional Months: 72

(If exercised in accordance with the applicable CHANGE OF CONTROL condition)

ITEM 10

ANNUAL REINSTATEMENT OF THE LIABILITY COVERAGE LIMIT OF LIABILITY FOR LIABILITY COVERAGES SUBJECT TO LIA-3001:

- Applicable
- Not Applicable

Only those coverage features marked " Applicable" are included in this policy.

ITEM 11

FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE FOR ALL COVERAGES:

LIA-7139-0109; ACF-7007-0109; AFE-1906-0109; AFE-1907-0109; AFE-1908-0109; AFE-1909-0109; AFE-1910-0109; AFE-1911-0109; AFE-1912-0109; AFE-1913-0109; AFE-1914-0109; AFE-1915-0109; AFE-1916-0109; AFE-1917-0109; AFE-1918-0109; AFE-1919-0109; AFE-1920-0109; AFE-1921-0109; AFE-1922-0109; AFE-1923-0109; AFE-1924-0109; AFE-1925-0109; AFE-1926-0109; AFE-1927-0109; AFE-1928-0109; AFE-1929-0109; AFE-1930-0920; LIA-3001-0109; LIA-7305-0112; LIA-19002-1111; PDO-19004-0512; LIA-19038-0712; LIA-19018-0712; LIA-19024-0712; LIA-19030-0712; LIA-19071-0513; LIA-19087-0314; LIA-19097-0315; LIA-19131-1016; PDO-19006-0517; LIA-19089-0414; LIA-19155-0520; LIA-19176-0323; LIA-4028-0912; PDO-3001-0109; PDO-7061-0109; PDO-19009-0612; PDO-19032-1112; PDO-19037-0513; PDO-7064-1013; PDO-19051-0314; PDO-19078-0517; PDO-19081-0517; PDO-19018-0517; PDO-19075-0517; PDO-19087-1117; PDO-19079-1118; PDO-19053-0119; PDO-19121-0122; EPL-3001-0109; EPL-7010-0109; EPL-7053-0109; EPL-7110-0109; EPL-10004-0111; EPL-10008-0111; EPL-19007-0712; EPL-19020-0712; EPL-19050-0316; EPL-19056-0517; EPL-19057-0517; EPL-19058-0517; EPL-19059-0517; EPL-19060-0517; EPL-19063-0319; EPL-19066-0919; EPL-19071-0222; EPL-19075-0924; LIA-7016-0109; LIA-7033-0109; LIA-7058-0109; LIA-7301-0109; LIA-7330-0109; LIA-7333-0109; LIA-7307-0911; LIA-19054-0712; LIA-19083-0114; LIA-19182-0724; LIA-5041-1107

ITEM 12 LIABILITY COVERAGE SHARED LIMIT OF LIABILITY FOR LIABILITY COVERAGES (subject to LIA-3001):

Applicable Not Applicable

N/A for all **Claims** under the following **Liability Coverages** that are subject to the Terms & Conditions in LIA-3001:

If the **Liability Coverages** selected in ITEM 12 are also **Scheduled Coverages** selected in ITEM 13, then the amount of the **Liability Coverage Shared Limit of Liability** set forth in ITEM 12 is part of, and not in addition to, the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages** set forth in ITEM 13.

ITEM 13 SHARED LIMIT OF LIABILITY/LIMIT OF INSURANCE FOR SCHEDULED COVERAGES:

Applicable Not Applicable

N/A for all **Claims** and limits of insurance under the following **Scheduled Coverages**:

The Company's maximum liability for the **Policy Period** for all **Claims** and limits of insurance under the **Scheduled Coverages** listed in ITEM 13 will not exceed the amount of the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages**. Any Additional Defense Limit of Liability, Supplemental Personal Indemnification Limit of Liability, or Identity Fraud Expense Reimbursement Limit of Insurance is in addition to, and not part of, the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages**.

PRODUCER INFORMATION:

AJG RISK MGMT SERVS LLC
2850 GOLF ROAD
ROLLING MEADOWS, IL 60008

IN WITNESS WHEREOF, the Company has caused this policy/bond to be signed by its authorized officers.

President

Corporate Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED REPORTING PERIOD OPTIONS FOR LIABILITY COVERAGE PARTS

This endorsement modifies the following coverage:

Private Company Directors and Officers Liability, Employment Practices Liability

It is agreed that:

The following amendments are made to the respective **Liability Coverages**, if marked as applicable:

- 1. Solely with respect to Private Company Directors and Officers Liability, ITEM 8 of the Declarations is replaced with the following; provided, however, that the **Liability Coverage** Extended Reporting Period will not be less than the minimum time required under state law:

ITEM 8. LIABILITY COVERAGE EXTENDED REPORTING PERIOD:

A.	Additional Premium Percentage:	75%
	Additional Months:	12

B.	Additional Premium Percentage:	100%
	Additional Months:	24

C.	Additional Premium Percentage:	200%
	Additional Months:	36

(If exercised in accordance with Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of the Liability Coverage Terms and Conditions

- 2. Solely with respect to Non-Profit Organization Directors and Officers Liability, ITEM 8 of the Declarations is deleted and replaced with the following; provided, however, that the **Liability Coverage** Extended Reporting Period will not be less than the minimum time required under state law:

ITEM 8. LIABILITY COVERAGE EXTENDED REPORTING PERIOD:

A.	Additional Premium Percentage:	%
	Additional Months:	

B.	Additional Premium Percentage:	%
	Additional Months:	

C.	Additional Premium Percentage:	%
	Additional Months:	

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106848518**

(If exercised in accordance with Section III. **CONDITIONS O. EXTENDED REPORTING PERIOD** of the Liability Coverage Terms and Conditions)

- 3. Solely with respect to Employment Practices Liability, ITEM 8 of the Declarations is deleted and replaced with the following; provided, however, that the **Liability Coverage** Extended Reporting Period will not be less than the minimum time required under state law:

ITEM 8. LIABILITY COVERAGE EXTENDED REPORTING PERIOD:

A. Additional Premium Percentage: **75%**
Additional Months: **12**

B. Additional Premium Percentage: **100%**
Additional Months: **24**

C. Additional Premium Percentage: **200%**
Additional Months: **36**

(If exercised in accordance with Section III. **CONDITIONS O. EXTENDED REPORTING PERIOD** of the Liability Coverage Terms and Conditions)

- 4. Solely with respect to Fiduciary Liability, ITEM 8 of the Declarations is deleted and replaced with the following; provided, however, that the **Liability Coverage** Extended Reporting Period will not be less than the minimum time required under state law:

ITEM 8. LIABILITY COVERAGE EXTENDED REPORTING PERIOD:

A. Additional Premium Percentage: %
Additional Months:

B. Additional Premium Percentage: %
Additional Months:

C. Additional Premium Percentage: %
Additional Months:

(If exercised in accordance with Section **III. CONDITIONS O. EXTENDED REPORTING PERIOD** of the Liability Coverage Terms and Conditions)

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS-COVERAGE NOTICE ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability, Employment Practices Liability

It is agreed that:

Notice provided to the Company of any:

1. **Claim, Potential Claim, Settlement Program Notice**, or circumstances which may give rise to a **Claim** under any Management Coverage or **Liability Coverage**; or
2. loss or situation that may result in loss, **Insured Event**, or **Identity Fraud** under any Crime Coverage or Other Coverage;

shall be deemed to have been provided under the Policy in its entirety.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVAL OF SHORT-RATE CANCELLATION ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability, Employment Practices Liability

It is agreed that:

In any cancellation, termination or non-renewal provision, any reference to computing a premium on a short rate basis is replaced with a reference to computing such premium on a pro-rata basis.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106848518**

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This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

**Cap On Losses From Certified Acts Of
Terrorism Endorsement**

The following is added to this Policy. This provision can limit coverage for any loss arising out of a *Certified Act Of Terrorism* if such loss is otherwise covered by this Policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of *Certified Acts Of Terrorism* in another endorsement to this policy.

If aggregate insured losses attributable to *Certified Acts Of Terrorism* exceed \$100 billion in a calendar year and the Insurer has met its insurer deductible under *TRIA*, the Insurer will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Certified Act Of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of *TRIA*, to be an act of terrorism pursuant to *TRIA*. The criteria contained in *TRIA* for a *Certified Act Of Terrorism* include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to *TRIA*; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

TRIA means the federal Terrorism Risk Insurance Act of 2002 as amended.

This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

Federal Terrorism Risk Insurance Act Disclosure Endorsement

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

Issuing Company: Travelers Casualty and Surety Company of America
Policy Number: 106848518

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LIABILITY COVERAGE TERMS AND CONDITIONS

**THIS IS A CLAIMS-MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE COVERAGE LIMITS.
PLEASE READ THE POLICY CAREFULLY.**

CONSIDERATION CLAUSE

IN CONSIDERATION of the payment of the premium, in reliance on the statements in the **Application**, subject to the Declarations, and pursuant to all the terms, conditions, exclusions and limitations of this **Policy**, the Company and the Insureds agree as follows:

I. GENERAL

These **Liability Coverage** Terms and Conditions apply to all **Liability Coverages**. Unless otherwise stated to the contrary, the terms and conditions of each **Liability Coverage** apply only to that particular **Liability Coverage**. If any provision in these **Liability Coverage** Terms and Conditions is inconsistent or in conflict with the terms and conditions of any particular **Liability Coverage**, such **Liability Coverage's** terms, conditions, and limitations will control for purposes of that **Liability Coverage**.

II. DEFINITIONS

Wherever appearing in this **Liability Policy**, the following words and phrases appearing in bold type will have the meanings set forth in this Section II. DEFINITIONS:

- A. Additional Defense Limit of Liability** means the amount set forth in ITEM 5 of the Declarations for each applicable **Liability Coverage**. If "Not Applicable" is shown as the amount of any **Liability Coverage's Additional Defense Limit of Liability**, then any reference to the **Additional Defense Limit of Liability** will be deemed to be deleted from such **Liability Coverage**.
- B. Annual Reinstatement of the Liability Coverage Limit of Liability** means, if included in ITEM 10 of the Declarations, the reinstatement of each applicable **Liability Coverage Limit of Liability** or, if applicable, the **Liability Coverage Shared Limit of Liability** for each applicable **Liability Coverage** for each **Policy Year** during the **Policy Period**.
- C. Application** means the application deemed to be attached to and forming a part of this **Liability Policy**, including any materials submitted and statements made in connection with that application. If the **Application** uses terms or phrases that differ from the terms defined in this **Liability Policy**, no inconsistency between any term or phrase used in the **Application** and any term defined in this **Liability Policy** will waive or change any of the terms, conditions and limitations of this **Liability Policy**.
- D. Change of Control** means:
 - 1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
 - 2. the obtaining by any person, entity or affiliated group of persons or entities the right to elect, appoint or designate more than fifty percent (50%) of the board of directors, board of trustees, board of managers, or functional equivalent thereof or to exercise a majority control of the board of directors, board of trustees, board of managers, or a functional equivalent thereof of the **Named Insured**.
- E. Claim** has the meaning set forth in the applicable **Liability Coverage**.

- F. **Defense Expenses** means reasonable and necessary legal fees and expenses incurred by the Company or the **Insured**, with the Company's consent, in the investigation, defense, settlement and appeal of a **Claim**, including but not limited to, cost of expert consultants and witnesses, premiums for appeal, injunction, attachment or supersedeas bonds (without the obligation to furnish such bonds) regarding such **Claim**; provided, that **Defense Expenses** will not include the salaries, wages, benefits or overhead of, or paid to, any **Insured** or any employee of such **Insured**.
- G. **Executive Officer** has the meaning set forth in the applicable **Liability Coverage**.
- H. **Financial Insolvency** means, with respect to the **Insured Organization** or any **Outside Entity**, the appointment of a receiver, conservator, liquidator, trustee, or similar official; or the inability of the **Insured Organization** or **Outside Entity** financially to indemnify the **Insured Persons**.
- I. **Foreign Parent Corporation** means any entity incorporated outside the United States, which owns more than fifty percent (50%) of the outstanding securities or voting rights representing the right to vote for the election of, or to appoint the **Named Insured's** board of directors, board of trustees or board of managers, or to exercise a majority control of the board of directors, board of trustees or board of managers of the **Named Insured**.
- J. **Insured** has the meaning set forth in the applicable **Liability Coverage**.
- K. **Insured Organization** has the meaning set forth in the applicable **Liability Coverage**.
- L. **Insured Person** has the meaning set forth in the applicable **Liability Coverage**.
- M. **Liability Coverage** means, individually or collectively, the **Liability Coverages** that have been purchased, as indicated in ITEM 4 of the Declarations.
- N. **Liability Coverage Limit of Liability** means the amount set forth in ITEM 5 of the Declarations for each applicable **Liability Coverage**.
- O. **Liability Coverage Shared Limit of Liability** means the amount set forth in ITEM 12 of the Declarations. If "Not Applicable" is shown in ITEM 12 of the Declarations or ITEM 4 of the Declarations indicates that only one **Liability Coverage** is included in this **Liability Policy**, any reference to either the **Liability Coverage Shared Limit of Liability** or ITEM 12 of the Declarations will be deemed to be deleted from this **Liability Policy**.
- P. **Liability Policy** means, collectively, the Declarations, the **Application**, the Liability Coverage Terms and Conditions, each purchased **Liability Coverage**, and any endorsements attached thereto.
- Q. **LLC Manager** means any natural person who was, is or becomes a manager, member of the board of managers, or a functionally equivalent executive of an **Insured Organization** that is a limited liability company.
- R. **Loss** has the meaning set forth in the applicable **Liability Coverage**.
- S. **Named Insured** means any entity named in ITEM 1 of the Declarations.
- T. **Policy Period** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Liability Policy**.
- U. **Policy Year** means:
1. the period of one year following the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof;
 2. the time between the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof and the effective date of cancellation or termination of this **Liability Policy** if such time period is less than one year;

3. with respect to a **Liability Coverage** added to this **Liability Policy** after the Inception Date set forth in ITEM 2, the time between the inception date of such **Liability Coverage** and any anniversary of this **Liability Policy** if the time between the inception date of such **Liability Coverage** and any anniversary of this **Liability Policy** is less than one year; and
 4. with respect to a **Liability Coverage** added to this **Liability Policy** after the Inception Date set forth in ITEM 2, the time between the inception date of such **Liability Coverage** and the effective date or cancellation or termination of this **Liability Policy**, if such time is less than one year.
- V. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- W. **Potential Claim** means any **Wrongful Act** that may subsequently give rise to a **Claim**.
- X. **Related Wrongful Act** means all **Wrongful Acts** that have as a common nexus, or are causally connected by reason of, any fact, circumstance, situation, event or decision.
- Y. **Subsidiary** has the meaning set forth in the applicable **Liability Coverage**.
- Z. **Wage and Hour Law** means any federal, state, or local law or regulation governing or related to the payment of wages including the payment of overtime, on-call time, minimum wages, meals, rest breaks or the classification of employees for the purpose of determining employees' eligibility for compensation under such law(s).
- AA. **Wrongful Act** has the meaning set forth in the applicable **Liability Coverage**.

III. CONDITIONS

A. TERRITORY

This **Liability Policy** applies to **Claims** made or **Wrongful Acts** occurring anywhere in the world.

B. RETENTION

The **Insured** shall bear uninsured at its own risk the amount of any applicable Retention, which amount must be paid in satisfaction of **Loss**.

If any **Claim** gives rise to coverage under a single **Liability Coverage**, the Company has no obligation to pay **Loss**, including **Defense Expenses**, until the applicable Retention amount set forth in ITEM 5 of the Declarations has been paid by the **Insured**.

If any **Claim** is subject to different Retentions under a single **Liability Coverage**, the applicable Retentions will be applied separately to each part of such **Claim**, but the sum of such Retentions will not exceed the largest applicable Retention under such **Liability Coverage**.

If any **Claim** gives rise to coverage under two or more **Liability Coverages**, the Company shall have no obligation to pay **Loss**, including **Defense Expenses**, until the largest Retention that is applicable to such **Claim** under such **Liability Coverages** has been paid by the **Insured**.

No Retention will apply to an **Insured Person** if indemnification by the **Insured Organization** is not permitted by law or if the **Insured Organization** is unable to make such indemnification solely by reason of its **Financial Insolvency**. The **Insured Organization** will be conclusively deemed to have indemnified all **Insured Persons** to the extent that the **Insured Organization** is permitted or required to indemnify them pursuant to law, common or statutory, or contract, or the charter or by-laws of the **Insured Organization**.

The Company, at its sole discretion, may pay all or part of the Retention amount on behalf of any **Insured**, and in such event, the **Insureds** agree to repay the Company any amounts so paid.

C. LIMITS OF LIABILITY

1. Liability Coverage Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, and further subject to any applicable **Liability Coverage Shared Limit of Liability** or **Annual Reinstatement of the Liability Coverage Limit of Liability**:

- a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** under each applicable **Liability Coverage** will not exceed the remaining **Liability Coverage Limit of Liability** stated in ITEM 5 of the **Declarations** for each applicable **Liability Coverage**; and
- b. in the event that a **Claim** triggers more than one **Liability Coverage**, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for any such **Claim** will not exceed the sum of the remaining **Liability Coverage Limits of Liability** of the applicable **Liability Coverages**.

2. Liability Coverage Shared Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established; and further subject to any applicable **Annual Reinstatement of the Liability Coverage Limit of Liability**, if ITEM 4 of the **Declarations** indicates that more than one **Liability Coverage** has been purchased and a **Liability Coverage Shared Limit of Liability** is shown in ITEM 12 of the **Declarations**:

- a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** under all **Liability Coverages** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**, will not exceed the remaining **Liability Coverage Shared Limit of Liability**; and
- b. if the **Liability Coverage Shared Limit of Liability** is exhausted by the payment of amounts covered under any **Liability Coverage** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**, the premium for all **Liability Coverages** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**, will be fully earned, all obligations of the Company under all **Liability Coverages** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**, will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligations of any kind or nature whatsoever under any **Liability Coverage** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**.

3. Annual Reinstatement of the Liability Coverage Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 10 of the **Declarations** includes an **Annual Reinstatement of the Liability Coverage Limit of Liability**:

- a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** made during each **Policy Year** will not exceed the remaining **Liability Coverage Limit of Liability** stated in ITEM 5 of the **Declarations** for each applicable **Liability Coverage** or, if applicable, the remaining **Liability Coverage Shared Limit of Liability**; and
- b. with regard to the Extended Reporting Period or the Run-Off Extended Reporting Period, if applicable, the Company's maximum limit of liability for all **Claims** made during the Extended Reporting Period or the Run-Off Extended Reporting Period will not exceed the remaining **Liability Coverage Limit of Liability** or, if applicable, the **Liability Coverage Shared Limit of Liability** for the last **Policy Year** in effect at the time of the termination or cancellation of the **Liability Coverage** or the **Change of Control**.

4. Other Provisions

Payment of **Defense Expenses** will reduce and may exhaust all applicable limits of liability. In the event the amount of **Loss** exceeds the portion of the applicable limit of liability remaining after prior payments of **Loss**, the Company's liability will not exceed the remaining amount of the applicable limit of liability. In no event will the Company be obligated to make any payment for **Loss**, including **Defense Expenses**, with regard to a **Claim** after the applicable limit of liability has been exhausted by payment or tender of payment of **Loss**.

If a **Liability Coverage Limit of Liability** is exhausted by the payment of amounts covered under such **Liability Coverage**, the premium for such **Liability Coverage** will be fully earned, all obligations of the Company under such **Liability Coverage** will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligations of any kind or nature whatsoever under such **Liability Coverage**.

D. ADDITIONAL DEFENSE COVERAGE

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 5 of the Declarations indicates that any **Liability Coverage** includes Additional Defense Coverage, **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of any **Claim** made during the **Policy Period** under any such **Liability Coverage** will apply first to and reduce the **Additional Defense Limit of Liability**. The **Additional Defense Limit of Liability** will be in addition to, and not part of, such **Liability Coverage's** applicable **Liability Coverage Limit of Liability** or **Liability Coverage Shared Limit of Liability**, if applicable. The **Additional Defense Limit of Liability** is applicable to **Defense Expenses** only. If the **Annual Reinstatement of the Liability Coverage Limit of Liability** is applicable, the **Additional Defense Limit of Liability** will be reinstated for each **Policy Year**.

Upon exhaustion of the Additional Defense Limit of Liability:

1. **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of a **Claim** are part of and not in addition to any applicable limit of liability; and
2. payment by the Company or the **Insured**, with the Company's consent, of **Defense Expenses** reduces any applicable limit of liability.

E. CLAIM DEFENSE

1. If Duty-to-Defend coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations, the Company will have the right and duty to defend any **Claim** covered by a **Liability Coverage**, even if the allegations are groundless, false or fraudulent, including the right to select defense counsel with respect to such **Claim**; provided, that the Company will not be obligated to defend or to continue to defend any **Claim** after the applicable limit of liability has been exhausted by payment of **Loss**.
2. If Reimbursement coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations:
 - a. the Company will have no duty to defend any **Claim** covered by a **Liability Coverage**. It will be the duty of the **Insured** to defend such **Claims**; and the Company will have the right to participate with the **Insured** in the investigation, defense and settlement, including the negotiation of a settlement of any **Claim** that appears reasonably likely to be covered in whole or in part by such **Liability Coverage** and the selection of appropriate defense counsel; and
 - b. upon written request, the Company will advance **Defense Expenses** with respect to such **Claim**. Such advanced payments by the Company will be repaid to the Company by the **Insureds** severally according to their respective interests in the event and to the extent that the **Insureds** are not entitled to payment of such **Defense Expenses** under such **Liability Coverage**. As a condition of any payment of **Defense Expenses** under this subsection, the Company may require a written undertaking on terms and conditions satisfactory to the Company guaranteeing the repayment of any **Defense Expenses** paid to or on behalf of any **Insured** if it is finally determined that any such **Claim** or portion of any **Claim** is not covered under such **Liability Coverage**.

3. The **Insured** agrees to cooperate with the Company and, upon the Company's request, assist in making settlements and in the defense of **Claims** and in enforcing rights of contribution or indemnity against any person or entity which may be liable to the **Insured** because of an act or omission insured under such **Liability Coverage**, will attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

F. **INSURED'S DUTIES IN THE EVENT OF A CLAIM**

The **Insured's** duty to report a **Claim** commences on the earliest date a written notice thereof is received by an **Executive Officer**. If an **Executive Officer** becomes aware that a **Claim** has been made against any **Insured**, the **Insured**, as a condition precedent to any rights under this **Liability Policy**, must give to the Company written notice of the particulars of such **Claim**, including all facts related to any alleged **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, and the dates of the alleged events, as soon as practicable. The **Insured** agrees to give the Company such information, assistance and cooperation as it may reasonably require.

All notices under this subsection must be sent by mail or prepaid express courier to the address set forth in ITEM 3 of the Declarations and will be effective upon receipt. The **Insured** agrees not to voluntarily settle any **Claim**, make any settlement offer, assume or admit any liability or, except at the **Insured's** own cost, voluntarily make any payment, pay or incur any **Defense Expenses**, or assume any obligation or incur any other expense, without the Company's prior written consent, such consent not to be unreasonably withheld. The Company is not liable for any settlement, **Defense Expenses**, assumed obligation or admission to which it has not consented.

G. **NOTICE OF POTENTIAL CLAIMS**

If an **Insured** becomes aware of a **Potential Claim** and gives the Company written notice of the particulars of such **Potential Claim**, including all facts related to the **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, the dates of the alleged events, and the reasons for anticipating a **Claim**, as soon as practicable during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, any **Claim** subsequently made against any **Insured** arising out of such **Wrongful Act** will be deemed to have been made during the **Policy Period**.

All notices under this subsection must be sent by mail or prepaid express courier to the address set forth in ITEM 3 of the Declarations and will be effective upon receipt.

H. **RELATED CLAIMS**

All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be considered as a single **Claim** or **Potential Claim**, whichever is applicable, for purposes of this **Liability Policy**. All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be deemed to have been made at the time the first of such **Claims** or **Potential Claims** for **Related Wrongful Acts** was made whether prior to or during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

I. **SUBROGATION**

In the event of payment under this **Liability Policy**, the Company is subrogated to all of the **Insured's** rights of recovery against any person or organization to the extent of such payment and the **Insured** agrees to execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights.

J. **RECOVERIES**

All recoveries from third parties for payments made under this **Liability Policy** will be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

1. first, to the Company to reimburse the Company for any Retention amount it has paid on behalf of any **Insured**;
2. second, to the **Insured** to reimburse the **Insured** for the amount it has paid which would have been paid hereunder but for the fact that it is in excess of the applicable limits of liability hereunder;

3. third, to the Company to reimburse the Company for the amount paid hereunder; and
4. fourth, to the **Insured** in satisfaction of any applicable Retention; provided, recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit.

K. CHANGE OF CONTROL

If, during the **Policy Period**, a **Change of Control** occurs, coverage will continue in full force and effect with respect to **Claims** for **Wrongful Acts** committed before such event, but coverage will cease with respect to **Claims** for **Wrongful Acts** committed after such event. No coverage will be available hereunder for **Loss**, including **Defense Expenses**, for any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly any **Wrongful Act** committed or allegedly committed after such event. After any such event, the **Liability Policy** may not be canceled by the **Named Insured** and the entire premium for the **Liability Policy** will be deemed fully earned.

Upon the occurrence of any **Change of Control**, the **Named Insured** will have the right to give the Company notice that it desires to purchase a Run-Off Extended Reporting Period for any **Liability Coverage** for the period set forth in ITEM 9 of the Declarations following the effective date of such **Change of Control**, regarding **Claims** made during such Run-Off Extended Reporting Period against persons or entities who at the effective date of the **Change of Control** are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to such **Change of Control** and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

1. such Run-Off Extended Reporting Period will not provide new, additional or renewed limits of liability; and
2. the Company's total liability for all **Claims** made during such Run-Off Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the **Change of Control**.

The premium due for the Run-Off Extended Reporting Period will equal the percentage set forth in ITEM 9 of the Declarations of the annualized premium of the applicable **Liability Coverage**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Period** prior to the **Change of Control**. The entire premium for the Run-Off Extended Reporting Period will be deemed fully earned at the commencement of such Run-Off Extended Reporting Period.

The right to elect the Run-Off Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within thirty (30) days of the **Change of Control**. In the event the Run-Off Extended Reporting Period is purchased, the option to purchase the Extended Reporting Period in Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of these Liability Coverage Terms and Conditions will terminate. In the event the Run-Off Extended Reporting Period is not purchased, the **Named Insured** will have the right to purchase the Extended Reporting Period under the terms of Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of these Liability Coverage Terms and Conditions.

If, at any time during the **Policy Period**, the **Insured Organization** eliminates or reduces its ownership interest in, or control over a **Subsidiary**, such that it no longer meets the definition of a **Subsidiary**, coverage will continue for such entity but only with regard to **Claims** for **Wrongful Acts** which occurred wholly during the time that the entity was a **Subsidiary**.

L. ACQUISITIONS

If, during the **Policy Period**, the **Insured Organization** acquires or forms a **Subsidiary**, this **Liability Policy** will provide coverage for such **Subsidiary** and its respective **Insured Persons**, subject to all other terms and conditions of this **Liability Policy**, provided written notice of such acquisition or formation has been given to the Company, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within ninety (90) days after the effective date of such formation or acquisition. Coverage for such **Subsidiary** will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Named Insured** has paid the Company any additional premium as may be required by the Company.

The 90-day notice requirement and the 90-day limitation of coverage will not apply provided that: (1) the assets of the acquired or formed **Subsidiary** do not exceed 30% of the total assets of the **Insured Organization** as reflected in the **Insured Organization's** most recent fiscal year-end financial statement; or (2) the acquisition or formation occurs less than 90 days prior to the end of the **Policy Period**.

M. SPOUSAL AND DOMESTIC PARTNER LIABILITY COVERAGE

This **Liability Policy** will, subject to all of its terms, conditions, and limitations, be extended to apply to **Loss** resulting from a **Claim** made against a person who, at the time the **Claim** is made, is a lawful spouse or a person qualifying as a domestic partner under the provisions of any applicable federal, state or local law (a "Domestic Partner") of an **Insured Person**, but only if and so long as:

1. the **Claim** against such spouse or Domestic Partner results from a **Wrongful Act** actually or allegedly committed by the **Insured Person**, to whom the spouse is married, or who is joined with the Domestic Partner; and
2. such **Insured Person** and his or her spouse or Domestic Partner are represented by the same counsel in connection with such **Claim**.

No spouse or Domestic Partner of an **Insured Person** will, by reason of this subsection have any greater right to coverage under this **Liability Policy** than the **Insured Person** to whom such spouse is married, or to whom such Domestic Partner is joined.

The Company has no obligation to make any payment for **Loss** in connection with any **Claim** against a spouse or Domestic Partner of an **Insured Person** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such spouse or Domestic Partner.

N. FOREIGN PARENT CORPORATION COVERAGE

This **Liability Policy** will, subject to all of its terms, conditions, and limitations, be extended to apply coverage for **Defense Expenses** resulting from any **Claim** made against a **Foreign Parent Corporation**, but only if and so long as:

1. such **Claim** results from a **Wrongful Act** actually or allegedly committed solely by any **Insured**;
2. such **Insured** and the **Foreign Parent Corporation** are represented by the same counsel in connection with such **Claim**; and
3. such **Insured** is included as a co-defendant.

No **Foreign Parent Corporation** will, by reason of this subsection, have any greater right to coverage under this **Liability Policy** than any **Insured**.

The Company has no obligation to make any payment for **Loss** in connection with any **Claim** against a **Foreign Parent Corporation** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such **Foreign Parent Corporation** or any member of the board of directors, officer, employee, or functional equivalent thereof.

O. EXTENDED REPORTING PERIOD

At any time prior to or within 60 days after the effective date of termination or cancellation of any Liability Coverage for any reason other than nonpayment of premium, the **Named Insured** may give the Company written notice that it desires to purchase an Extended Reporting Period for the period set forth in ITEM 8 of the Declarations following the effective date of such termination or cancellation, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

1. such Extended Reporting Period will not provide a new, additional or renewed limit(s) of liability; and
2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the termination or cancellation;

The premium due for the Extended Reporting Period will equal the percentage set forth in ITEM 8 of the Declarations of the annualized premium of the applicable **Liability Coverage**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to such termination or cancellation. The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period.

The right to elect the Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 60 days of the effective date of the termination or cancellation.

P. ALLOCATION

1. If Duty-to-Defend coverage is indicated in ITEM 7 of the Declarations and there is a **Claim** under any **Liability Coverage** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by such **Liability Coverage** and also loss that is not covered by such **Liability Coverage** because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, then such covered **Loss** and uncovered loss will be allocated as follows:
 - a. one hundred percent (100%) of **Defense Expenses** incurred by the **Insureds** who are afforded coverage for such **Claim** will be allocated to covered **Loss**; and
 - b. all loss other than **Defense Expense** will be allocated between covered **Loss** and uncovered loss based upon the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insured Persons**, the **Insured Organization**, and others not insured under such **Liability Coverage**. In making such a determination, the **Insured Organization**, the **Insured Persons** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of the applicable **Liability Coverage** and applicable law.
2. If Reimbursement coverage is indicated in ITEM 7 of the Declarations and there is a **Claim** under any **Liability Coverage** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by such **Liability Coverage** and also loss that is not covered by such **Liability Coverage** because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, the **Insureds** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In making such a determination, the parties will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insured Persons**, the **Insured Organization**, and others not insured under the applicable **Liability Coverage**. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of the applicable **Liability Coverage** and applicable law.

Q. CANCELLATION

The Company may cancel this **Liability Policy** for failure to pay a premium when due, in which case twenty (20) days written notice will be given to the **Named Insured**, unless, payment in full is received within twenty (20) days of the **Named Insured's** receipt of such notice of cancellation. The Company has the right to the premium amount for the portion of the **Policy Period** during which this **Liability Policy** was in effect.

Subject to the provisions set forth in Section III. CONDITIONS K. CHANGE OF CONTROL, the **Named Insured** may cancel any **Liability Coverage** by mailing the Company written notice stating when, thereafter, not later than the Expiration Date set forth in ITEM 2 of the Declarations, such cancellation will be effective. In the event the **Named Insured** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

The Company will not be required to renew this **Liability Policy** upon its expiration. If the Company elects not to renew, it will provide to the **Named Insured** written notice to that effect at least thirty (30) days before the Expiration Date set forth in ITEM 2 of the Declarations.

R. ACTION AGAINST THE COMPANY

No action will lie against the Company unless there has been full compliance with all of the terms of this **Liability Policy**.

No person or organization has any right under this **Liability Policy** to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor may the Company be impleaded by an **Insured** or said **Insured's** legal representative. Bankruptcy or insolvency of any **Insured** or an **Insured's** estate does not relieve the Company of any of its obligations hereunder.

S. CHANGES

Only the **Named Insured** is authorized to make changes in the terms of this **Liability Policy** and solely with the Company's prior written consent. This **Liability Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Liability Policy**. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Liability Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Liability Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Liability Policy** issued by the Company.

T. ASSIGNMENT

This **Liability Policy** may not be assigned or transferred, and any such attempted assignment or transfer is void and without effect unless the Company has provided its prior written consent to such assignment or transfer.

U. REPRESENTATIONS

By acceptance of the terms set forth in this **Liability Policy**, each **Insured** represents and agrees that the statements contained in the **Application**, which is deemed to be attached hereto, incorporated herein, and forming a part hereof, are said **Insured's** agreements and representations, that such representations are material to the Company's acceptance of this risk, that this **Liability Policy** is issued in reliance upon the truth of such representations, and embodies all agreements existing between said **Insured** and the Company or any of its agents.

If any statement or representation in the **Application** is untrue with respect to any **Liability Coverage**, such **Liability Coverage** is void and of no effect whatsoever, but only with respect to:

1. any **Insured Person** who knew, as of the Inception Date set forth in ITEM 2 of the Declarations, that the statement or representation was untrue;
2. any **Insured Organization**, with respect to its indemnification coverage, to the extent it indemnifies any **Insured Person** referenced in 1. above; and
3. any **Insured Organization**, if the person who signed the **Application** knew that the statement or representation was untrue.

Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this **Liability Policy**, contained any such untrue statement or representation.

V. LIBERALIZATION

If, during the **Policy Period**, the Company is required, by law or by insurance supervisory authorities of the state in which this **Liability Policy** was issued, to make any changes in the form of this **Liability Policy**, by which the insurance afforded by this **Liability Policy** could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance will inure to the benefit of the **Insured** as of the date the revision or change is approved for general use by the applicable department of insurance.

W. AUTHORIZATION

By acceptance of the terms herein, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the payment of premiums, the receiving of any return premiums that may become due hereunder, and the receiving of notices of cancellation, nonrenewal, or change of coverage, and the **Insureds** each agree that they have, individually and collectively, delegated such authority exclusively to the **Named Insured**; provided, that nothing herein will relieve the **Insureds** from giving any notice to the Company that is required under this **Liability Policy**.

X. ENTIRE AGREEMENT

The Declarations, the **Application**, the Liability Coverage Terms and Conditions, each **Liability Coverage**, and any endorsements attached thereto, constitute the entire agreement between the Company and the **Insured**.

Y. HEADINGS

The titles of the various paragraphs of this **Liability Policy** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCREASED LIMIT OF LIABILITY - PRIOR AND PENDING PROCEEDING, CONTINUITY OR RETROACTIVE DATES ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability, Employment Practices Liability

It is agreed that:

1. Solely with respect to that portion of the **Liability Coverage Limit of Liability** that is **Limit 1** excess of **Limit 2** as shown below respectively in the Increased Limits Schedule, as applicable, if a date is shown for Prior and Pending Proceeding Date, Continuity Date or Retroactive Date in the Increased Limits Schedule, such date replaces the corresponding date set forth in ITEM 5 of the Declarations.

Increased Limits Schedule

Private Company Directors and Officers Liability

Limit 1	Limit 2	Prior and Pending Proceeding Date	Continuity Date
\$2,000,000	\$3,000,000	06/16/2019	06/16/2019

Employment Practices Liability

Limit 1	Limit 2	Prior and Pending Proceeding Date	Continuity Date
\$2,000,000	\$3,000,000	06/16/2019	06/16/2019

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106848518**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANCEMENT OF THE RETENTION ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability, Private Company Directors and Officers Liability

It is agreed that:

The following is added to section **III. CONDITIONS, B. RETENTION** of the Liability Coverage Terms and Conditions:

Notwithstanding anything in this section III. CONDITIONS, B. RETENTION to the contrary, if the **Insured Organization** is permitted by law to indemnify any **Insured Person** for any applicable Retention but refuses or fails to do so and such refusal or failure is not by reason of **Financial Insolvency**, then the Company will advance the amount of any applicable Retention that would otherwise be covered under this **Liability Coverage** on behalf of such **Insured Person** and will be subrogated to the rights of such **Insured Person** pursuant to section III. CONDITIONS, I. SUBROGATION for purposes of recovering such Retention amount from the **Insured Organization**.

The **Insured Organization's** failure or refusal to indemnify such **Insured Person** will be deemed to have occurred if the **Insured Organization** has neither paid such Retention on behalf of the **Insured Person**, nor acknowledged its obligation to do so, within 60 days of the **Insured Person's** written demand to the **Insured Organization** for indemnification or payment of such Retention.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106848518**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRUCIAL EVENT MANAGEMENT COVERAGE ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

1. The following is added to ITEM 5 of the Declarations:

Crucial Event Management Limit of Liability: \$ 25,000 for all **Crucial Event Management Loss**, which amount is part of, and not in addition to, the **Liability Coverage Limit of Liability** or **Liability Coverage Shared Limit of Liability**, if applicable

2. The following is added to section *I. INSURING AGREEMENTS* of the **Liability Coverage**:

CRUCIAL EVENT MANAGEMENT COVERAGE

The Company will pay, on behalf of the **Insured Organization**, **Crucial Event Management Loss** for any **Crucial Event Management Matter** first occurring during the **Policy Period**.

3. The following are added to section *III. DEFINITIONS* of the **Liability Coverage**:

Crucial Event Management Firm means any crucial event or crisis management firm or public relations firm hired by the **Insured Organization** with the Company's written consent, which will not be unreasonably withheld, to perform services for an **Insured** to minimize potential harm to the **Insured Organization** arising from a **Crucial Event Management Matter**.

Crucial Event Management Loss means the: reasonable costs, charges, fees, and expenses of the **Crucial Event Management Firm** in connection with the **Crucial Event Management Matter**, incurred subsequent to a **Crucial Event Management Matter**, regardless of whether a **Claim** is made against an **Insured** arising from the **Crucial Event Management Matter** and, in the event a **Claim** is made, regardless of whether the amount is incurred prior to or subsequent to the making of the **Claim**.

Crucial Event Management Matter means:

1. the death, incapacity or criminal indictment of any **Insured Person** on whom the **Insured Organization** maintains key person life insurance;
2. a public announcement of the recall of a major product of the **Insured Organization**;
3. a public announcement or accusation that the **Insured Organization** has caused the bodily injury, sickness, disease, death or emotional distress of a group of persons, or damage to or destruction of any tangible real estate, including the loss of use thereof;
4. a public announcement of employee layoffs in excess of **20%** of the **Insured Organization's** total number of employees;
5. a public announcement that the **Insured Organization** has defaulted or intends to default on its debt;
6. a public announcement that the **Insured Organization** intends to file for bankruptcy protection or that a third party is seeking to file for involuntary bankruptcy on behalf of the **Insured Organization**, or that bankruptcy proceedings are imminent, whether voluntary or involuntary; or

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106848518**

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7. a public announcement that governmental or regulatory proceedings are beginning or may begin against the **Insured Organization**;

A **Crucial Event Management Matter** will first begin when an **Executive Officer** becomes aware of the matter, and will conclude when the **Crucial Event Management Firm** advises the **Insured Organization** that such matter no longer exists or when the Crucial Event Management Limit of Liability set forth in ITEM 5 of the Declarations is exhausted.

4. The following is added to section **III. CONDITIONS, C. LIMITS OF LIABILITY** of the Liability Coverage Terms and Conditions:

The Company's maximum limit of liability for all **Crucial Event Management Loss** first made during the **Policy Period** is the Crucial Event Management Limit of Liability set forth in ITEM 5 of the Declarations. Such Crucial Event Management Limit of Liability is part of, and not in addition to, the Directors, Officers, and Organization Limit of Liability under this **Policy**.

5. The following is added to section **III. CONDITIONS, B. RETENTION** of the **Liability Coverage**:

No Retention applies to **Crucial Event Management Loss**.

6. The following is added to section **III. CONDITIONS** of the Liability Coverage Terms and Conditions:

As a condition precedent to exercising rights under this **Policy**, the **Insured** must give the Company written notice of any **Crucial Event Management Matter** or circumstances that could give rise to a **Crucial Event Management Matter** as soon as practicable after an **Executive Officer** first becomes aware of a **Crucial Event Management Matter**.

As a condition precedent to exercising rights under this **Policy**, the **Insured** must:

1. include within any notice of a **Crucial Event Management Matter** or circumstance a description of the **Crucial Event Management Matter** or circumstance, the nature of the **Crucial Event Management Matter** or circumstance, the nature of the alleged or potential damage, the names of **Insured Persons** involved, and a description of how the **Insured** first became aware of such **Crucial Event Management Matter** or circumstance; and
2. give to the Company such other information and cooperation as the Company may reasonably request.

All notices under this section must be sent or delivered to the Company, at the address set forth in ITEM 3 of the Declarations, and will be deemed received and effective upon the earliest of actual receipt by the addressee, or one day following the date such notice is sent.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND EXTENDED REPORTING PERIOD CONDITION WITH PROVISION FOR CLAIMS BASED ON RELATED WRONGFUL ACTS

This endorsement modifies the following:

Private Company Directors and Officers Liability, Employment Practices Liability

It is agreed that:

The following replaces section **III. CONDITIONS, O. EXTENDED REPORTING PERIOD**, of the **Liability Coverage Terms and Conditions**:

O. EXTENDED REPORTING PERIOD

At any time prior to or within 60 days after the effective date of termination or cancellation of any **Liability Coverage** for any reason other than nonpayment of premium, the **Named Insured** may give the Company written notice that it desires to purchase an Extended Reporting Period for the period set forth in ITEM 8 of the Declarations following the effective date of such termination or cancellation, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation are **Insureds**, but only for **Wrongful Acts** occurring, or **Related Wrongful Acts** deemed to occur, prior to the effective date of the termination or cancellation and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

1. such Extended Reporting Period will not provide a new, additional or renewed limit(s) of liability; and
2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the termination or cancellation;

The premium due for the Extended Reporting Period will equal the percentage set forth in ITEM 8 of the Declarations of the annualized premium of the applicable **Liability Coverage**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to such termination or cancellation. The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period.

The right to elect the Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 60 days of the effective date of the termination or cancellation.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106848518**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND CLAIMS REPORTING PROVISION TO REQUIRE SHOWING OF PREJUDICE FOR LATE NOTICE COVERAGE DEFENSE

This endorsement changes the following:

Private Company Directors and Officers Liability, Employment Practices Liability

It is agreed that:

The following is added to section **///. CONDITIONS, F. INSURED'S DUTIES IN THE EVENT OF A CLAIM**, of the Liability Coverage Terms and Conditions:

Provided, however, that the Company will not assert that an **Insured's** failure to timely report a **Claim** is a basis to deny coverage for **Loss** that would otherwise be covered under this **Liability Policy**, unless such late reporting results in prejudice to the Company.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106848518**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND SECTION III. CONDITIONS I. SUBROGATION ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability, Employment Practices Liability

It is agreed that:

The following replaces section **III. CONDITIONS, I. SUBROGATION** of the Liability Coverage Terms and Conditions:

I. SUBROGATION

In the event of payment under this **Liability Policy**, the Company is subrogated to all of the **Insured's** rights of recovery against any person or organization to the extent of such payment and the **Insured** agrees to execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights.

In no event, however, will the Company exercise its rights of subrogation against an **Insured Person** under this **Liability Policy** unless a final non-appealable judgment or adjudication adverse to such **Insured Person** establishes that such **Insured Person** committed:

1. a deliberate criminal act, or
2. a deliberate fraudulent act, or has gained any profit or financial advantage to which such **Insured** was not legally entitled.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106848518**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-RESCINDABILITY AND NON-IMPUTATION ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability, Employment Practices Liability

It is agreed that:

The following replaces section **III. CONDITIONS, U., REPRESENTATIONS**, of the Liability Coverage Terms and Conditions:

U. REPRESENTATIONS

In consideration of issuing this **Liability Policy**, the Company has relied upon the statements and representations in the **Application**. The **Insureds** represent and agree that all such statements and representations are true and accurate and are the basis of the **Liability Policy**. This **Liability Policy** is issued in reliance upon the truth of all such statements and representations.

With respect to all statements and representations contained in the **Application**, no knowledge possessed by any one **Insured Person** will be imputed to any other **Insured Person**.

The Company will not, under any circumstance, rescind this **Liability Policy** with respect to any **Insured**. However, the **Insureds** agree that in the event any such statements or representations in the **Application** are untrue or inaccurate and materially affect either the acceptance of the risk or the hazard assumed by the Company, then no coverage will be afforded under this **Liability Policy** with respect to the following **Insureds** for any **Claim** based upon or arising out of the information that was not truthfully or accurately disclosed in the **Application**:

1. any **Insured Person** who knew, as of the Inception Date set forth in ITEM 2 of the Declarations, that the statement or representation was untrue;
2. any **Insured Organization**, with respect to indemnification coverage, to the extent it indemnifies any **Insured Person** referenced in 1. above; and
3. any **Insured Organization**, if the person who signed the **Application**, knew that the statement or representation was untrue.

Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this **Liability Policy**, contained any such untrue statement or representation.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106848518**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND CHANGE OF CONTROL AND EXTENDED REPORTING PERIOD CONDITIONS ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability, Employment Practices Liability

It is agreed that:

1. Section **III. CONDITIONS, K. CHANGE OF CONTROL**, of the **Liability Coverage Terms and Conditions** is replaced by the following:

If, during the **Policy Period**, a **Change of Control** occurs, coverage will continue in full force and effect with respect to **Claims for Wrongful Acts** committed before such event, but coverage will cease with respect to **Claims for Wrongful Acts** committed after such event. With respect to **Claims for Related Wrongful Acts**, coverage will continue in full force and effect with respect to such **Related Wrongful Acts**, but only if one or more of such **Related Wrongful Acts** was committed before the **Change of Control** occurs. After such event, the **Liability Policy** may not be canceled by the **Named Insured** and the entire premium for the **Liability Policy** will be deemed fully earned.

Upon the occurrence of any **Change of Control**, the **Named Insured** will have the right to give the Company notice that it desires to purchase a Run-Off Extended Reporting Period for any **Liability Coverage** for the period set forth in ITEM 9 of the Declarations following the effective date of such **Change of Control**, regarding **Claims** made during such Run-Off Extended Reporting Period against persons or entities who at the effective date of the **Change of Control** are **Insureds**, but only for **Wrongful Acts** occurring prior to such **Change of Control** and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

1. such Run-Off Extended Reporting Period will not provide new, additional or renewed limits of liability; and
2. the Company's total liability for all **Claims** made during such Run-Off Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the **Change of Control**.

The premium due for the Run-Off Extended Reporting Period will equal the percentage set forth in ITEM 9 of the Declarations of the annualized premium of the applicable **Liability Coverage**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Period** prior to the **Change of Control**. The entire premium for the Run-Off Extended Reporting Period will be deemed fully earned at the commencement of such Run-Off Extended Reporting Period.

The right to elect the Run-Off Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within thirty (30) days of the **Change of Control**. In the event the Run-Off Extended Reporting Period is purchased, the option to purchase the Extended Reporting Period in Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of these Liability Coverage Terms and Conditions will terminate. In the event the Run-Off Extended Reporting Period is not purchased, the **Named Insured** will have the right to purchase the Extended Reporting Period under the terms of Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of these Liability Coverage Terms and Conditions.

If, at any time before or during the **Policy Period**, the **Insured Organization** eliminates or reduces its ownership interest in, or control over a **Subsidiary**, such that it no longer meets the definition of a **Subsidiary**, coverage will continue for such entity but only with regard to **Claims for Wrongful Acts** which occurred during the time that the entity was a **Subsidiary**.

Issuing Company: **Travelers Casualty and Surety Company of America**

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2. Section **III. CONDITIONS, O., EXTENDED REPORTING PERIOD** is amended by deleting the word “wholly” from the first paragraph.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND CLAIM DEFENSE CONDITION ENDORSEMENT – SEVERABILITY OF COOPERATION REQUIREMENT

This endorsement changes the following:

Private Company Directors and Officers Liability, Employment Practices Liability

It is agreed that:

The following replaces section 3. of **III. CONDITIONS, E. CLAIM DEFENSE**, of the Liability Coverage Terms and Conditions:

3. The **Insured** agrees to cooperate with the Company and, upon the Company's request, assist in making settlements and in the defense of **Claims** and in enforcing rights of contribution or indemnity against any person or entity which may be liable to the **Insured** because of an act or omission insured under such **Liability Coverage**, will attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. However, the failure of an **Insured Person** to cooperate will not impair the rights of any other **Insured Person** under this **Policy**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GLOBAL COVERAGE COMPLIANCE ENDORSEMENT

This endorsement changes the following:

Liability Coverage Terms and Conditions

It is agreed that:

1. The following is added to section II. **DEFINITIONS**:

Financial Interest means the **Named Insured's** insurable interest in an **Insured Organization** that is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, as a result of the **Named Insured's**:

1. ownership of the majority of the outstanding securities or voting rights of such **Insured Organization** representing the present right to elect, appoint, or exercise a majority control over such **Insured Organization's** board of directors, board of trustees, board of managers, natural person general partner, or functional foreign equivalent;
 2. indemnification of, or representation that it has an obligation to indemnify, such **Insured Organization** for **Loss** incurred by such **Insured Organization**; or
 3. election or obligation to obtain insurance for such **Insured Organization**.
2. The following is added to section III. **CONDITIONS**:

SANCTIONS

This **Liability Policy** will provide coverage, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition, or restriction.

3. The following replaces section III. **CONDITIONS, A. TERRITORY**:

A. TERRITORY AND VALUATION

1. This **Liability Policy** applies anywhere in the world; provided, this **Liability Policy** does not apply to **Loss** incurred by an **Insured**, or a **Foreign Parent Corporation**, residing or domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.
2. In the event an **Insured Organization** incurs **Loss** referenced in 1. above to which this insurance would have applied, the Company will reimburse the **Named Insured** for its **Loss**, on account of its **Financial Interest** in such **Insured Organization**. As a condition precedent to such reimbursement, or any rights under this **Liability Policy**, the **Named Insured** will cause the **Insured Organization** or its **Insured Persons** to comply with the conditions of this **Liability Policy**.
3. All premiums, Limits of Liability, Retention, **Loss**, and other amounts under this **Liability Policy** are expressed and payable in the currency of the United States. If a judgment is rendered, settlement is denominated, or another element of **Loss** under this **Liability Policy** is stated in a currency other than United States dollars, payment under this **Liability Policy** will be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon, or any other element of **Loss** is due, respectively.

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4. The following is added to section III. **CONDITIONS, E. CLAIM DEFENSE**:

In the event of a **Claim** against an **Insured** or **Foreign Parent Corporation** that resides or is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance and if Duty-to-Defend coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations, the Company will have the right and duty to defend such **Claim** as set forth in this section III. **CONDITIONS, E. CLAIM DEFENSE, 1.** to the extent that doing so would not violate the laws or regulations of such country or jurisdiction.

If the Company is prohibited from defending such **Claim** or if Reimbursement coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations, then this section III. **CONDITIONS, E. CLAIM DEFENSE, 2.** applies to such **Claim**; provided, any such **Claim** is subject to section III. **CONDITIONS, P. ALLOCATION, 2.**

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNSOLICITED COMMUNICATION OFFENSE EXCLUSION WITH AN EXCEPTION FOR DEFENSE EXPENSES ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

The following is added to **EXCLUSIONS, B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES**:

The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** based upon or arising out of any violation of any law, including the Telephone Consumer Protection Act of 1991 or any similar or related domestic law or regulation, that restricts or prohibits the sending, transmitting or distributing of any communication, in any form, that the recipient of such communication did not specifically request to receive, brought as a class action, whether or not such proceeding is putative or certified.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTRADITION COVERAGE ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

1. The following is added to section III. DEFINITIONS, A. Claim of the Liability Coverage:

Claim also means a request for **Extradition**.

2. The following is added to section II. DEFINITIONS, F. Defense Expenses of the Liability Coverage Terms and Conditions:

Defense Expenses also means **Extradition Expenses**.

3. The following is added to section III. DEFINITIONS of the Liability Coverage:

Extradition means a formal process by which an **Insured Person** located in any country is surrendered, or sought to be surrendered, to any other country to answer any criminal accusation, including the execution of an arrest warrant where such execution is an element of such process.

Extradition Expenses means the reasonable legal fees and expenses incurred by an **Insured Person** in lawfully opposing, challenging, resisting, or defending against any request for, or any effort to obtain, the **Extradition** of such **Insured Person**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106848518**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPLACE INSURED'S DUTIES IN THE EVENT OF A CLAIM AND NOTICE OF POTENTIAL CLAIMS SECTIONS ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability, Employment Practices Liability

It is agreed that:

1. The following replaces section **III. CONDITIONS, F. INSURED'S DUTIES IN THE EVENT OF A CLAIM** of the Liability Coverage Terms and Conditions:

F. INSURED'S DUTIES IN THE EVENT OF A CLAIM

The **Insured's** duty to report a **Claim** commences on the earliest date a written notice thereof is received by a natural person holding one or more positions with the **Named Insured** that is set forth in the Designated Positions schedule below, or any functional equivalent thereof. If any such natural person becomes aware that a **Claim** has been made against any **Insured**, the **Insured**, as a condition precedent to any rights under this **Liability Policy**, must give to the Company written notice of the particulars of such **Claim**, including all facts related to any alleged **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, and the dates of the alleged events, as soon as practicable. The **Insured** agrees to give the Company such information, assistance and cooperation as it may reasonably require.

All notices under this subsection must be sent to the Company by email, facsimile or mail to the respective email address, fax number, or mailing address set forth in ITEM 3 of the Declarations and will be effective upon receipt. The **Insured** agrees not to voluntarily settle any **Claim**, make any settlement offer, assume or admit any liability or, except at the **Insured's** own cost, voluntarily make any payment, pay or incur any **Defense Expenses**, or assume any obligation or incur any other expense, without the Company's prior written consent, such consent not to be unreasonably withheld. The Company is not liable for any settlement, **Defense Expenses**, assumed obligation or admission to which it has not consented.

2. The following replaces **III. CONDITIONS, G. NOTICE OF POTENTIAL CLAIMS** of the Liability Coverage Terms and Conditions:

G. NOTICE OF POTENTIAL CLAIMS

If a natural person holding one or more positions with the **Named Insured** that is set forth in the Designated Positions schedule below, or any functional equivalent thereof, becomes aware of a **Potential Claim** and gives the Company written notice of the particulars of such **Potential Claim**, including all facts related to the **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, the dates of the alleged events, and the reasons for anticipating a **Claim**, as soon as practicable during the **Policy Period** or, if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, any **Claim** subsequently made against any **Insured** arising out of such **Wrongful Act** will be deemed to have been made during the **Policy Period**.

All notices under this subsection must be sent to the Company by email, facsimile or mail to the respective email address, fax number, or mailing address set forth in ITEM 3 of the Declarations and will be effective upon receipt.

Issuing Company: **Travelers Casualty and Surety Company of America**

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Designated Positions

The CEO, CFO, HR Manager, Risk Manager, General Counsel or a functional equivalent thereof.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND CHANGE OF CONTROL AND NUMBER OF DAYS FOR ELECTING EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability, Private Company Directors and Officers Liability

It is agreed that:

1. The following replaces the first paragraph of section **III. CONDITIONS, K. CHANGE OF CONTROL**:

If, during the **Policy Period**, a **Change of Control** occurs, coverage will continue in full force and effect with respect to **Loss** arising out of a **Claim** or that part of a **Claim** alleging **Wrongful Acts** committed before the **Change of Control**; coverage will cease with respect to **Loss** arising out of a **Claim** or that part of a **Claim** alleging **Wrongful Acts** committed after the **Change of Control**. After such **Change of Control**, the **Liability Policy** may not be canceled by the **Named Insured** and the entire premium for the **Liability Policy** will be deemed fully earned.

2. The second and fifth paragraphs of section **III. CONDITIONS, K. CHANGE OF CONTROL** are amended by deleting "wholly."

3. The following replaces section **III. CONDITIONS, O. EXTENDED REPORTING PERIOD**:

O. EXTENDED REPORTING PERIOD

At any time prior to or within 90 days after the effective date of termination or cancellation of any **Liability Coverage** for any reason other than nonpayment of premium, the **Named Insured** may give the Company written notice that it desires to purchase an Extended Reporting Period for the period set forth in ITEM 8 of the Declarations following the effective date of such termination or cancellation, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation are **Insureds**, but only for **Wrongful Acts** occurring prior to the effective date of the termination or cancellation and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

1. such Extended Reporting Period will not provide a new, additional or renewed limit(s) of liability; and
2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the termination or cancellation;

The premium due for the Extended Reporting Period will equal the percentage set forth in ITEM 8 of the Declarations of the annualized premium of the applicable **Liability Coverage**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to such termination or cancellation. The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period.

The right to elect the Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 90 days of the effective date of the termination or cancellation.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND ACQUISITIONS CONDITION ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability, Employment Practices Liability

It is agreed that:

The following replaces section **III. CONDITIONS, L. ACQUISITIONS**:

If, during the **Policy Period**, the **Insured Organization** acquires or forms a **Subsidiary**, this **Liability Policy** will provide coverage for such **Subsidiary** and its respective **Insured Persons**, subject to all other terms and conditions of this **Liability Policy**, but only with respect to **Wrongful Acts** occurring after such acquisition or formation.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES ENDORSEMENT

This endorsement changes the following:

Liability Coverage Terms and Conditions

It is agreed that:

1. The following replaces the first paragraph of section **III. CONDITIONS, O. EXTENDED REPORTING PERIOD:**

At any time prior to or within 60 days after the effective date of termination or cancellation of any **Liability Coverage** for any reason other than nonpayment of premium, the **Named Insured** may give the Company written notice that it desires to purchase an Extended Reporting offered by the company. Such offering will include a period of 12 months for all **Liability Coverages** that are part of this **Liability Policy**, following the effective date of termination or cancellation of any **Liability Coverage**, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation of any **Liability Coverage** are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation of any **Liability Coverage** and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

1. such Extended Reporting Period will not provide a new, additional, or renewed limit(s) of liability; and
2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of termination or cancellation of any **Liability Coverage**.

2. The following replaces section **III. CONDITIONS, U. REPRESENTATIONS:**

U. REPRESENTATIONS

By acceptance of the terms set forth in this **Liability Policy**, each **Insured** represents and agrees that the statements contained in the **Application**, which is deemed to be attached hereto, incorporated herein, and forming a part hereof, are said **Insured's** agreements and representations, that this **Liability Policy** is issued in reliance upon the truth of such representations, and embodies all agreements existing between said **Insured** and the Company or any of its agents.

If it is established by judicial adjudication through a trial of the underlying facts that any statement or representation in the **Application** to this **Liability Policy** is (i) untrue and (ii) material with respect to any **Liability Coverage**, such **Liability Coverage** is void and of no effect whatsoever, with respect to:

1. any **Insured Person** who knew, as of the Inception Date set forth in ITEM 2 of the Declarations, that the statement or representation was untrue;
2. any **Insured Organization**, with respect to its indemnification coverage, to the extent it indemnifies any **Insured Person** referenced in 1. above; and
3. any **Insured Organization**, if the person who signed the **Application** knew that the statement or representation was untrue.

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Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this **Liability Policy**, contained any such untrue statement or representation.

3. The following is added to the Liability Coverage Terms and Conditions:

Throughout the **Liability Policy** and any endorsements abuse means an act which is committed with the intent to cause harm.

4. The following is added to the Liability Coverage Terms and Conditions:

AUTOMATIC REPORTING PERIOD

If the **Insured** or the Company nonrenews or terminates this **Liability Policy** or any Insuring Agreement made part of this **Liability Policy**, except for termination due to non-payment of premium, coverage provided under this **Liability Policy** or such Insuring Agreement shall be automatically extended for the period of 30 days following the effective date of such nonrenewal or termination, (herein called the "Automatic Reporting Period"), but only with respect to a **Wrongful Act** otherwise covered thereunder taking place before the effective date of such nonrenewal or termination. Any Claim made during the Automatic Reporting Period shall be deemed to have been made during the **Policy Year** immediately preceding the Automatic Reporting Period.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
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PRIVATE COMPANY DIRECTORS AND OFFICERS LIABILITY

**THIS IS A CLAIMS-MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY.
PLEASE READ THE POLICY CAREFULLY.**

I. INSURING AGREEMENTS

The Company will pay on behalf of:

- A. the **Insured Persons, Loss for Wrongful Acts**, except for **Loss** which the **Insured Organization** pays to or on behalf of the **Insured Persons** as indemnification;
- B. the **Insured Organization, Loss for Wrongful Acts** which the **Insured Organization** pays to or on behalf of the **Insured Persons** as indemnification; and
- C. the **Insured Organization, Loss for Wrongful Acts**,

resulting from any **Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

The Company will also pay on behalf of the **Insured Organization, Investigation Expense** resulting from any **Security Holder Derivative Demand** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, against an **Insured Organization** for **Wrongful Acts**. The Company's maximum limit of liability for all **Investigation Expense** will be the Investigation Expense Limit of Liability set forth in ITEM 5 of the Declarations for this **Liability Coverage**.

II. SUPPLEMENTAL PERSONAL INDEMNIFICATION

If ITEM 5 of the Declarations indicates that coverage for Supplemental Personal Indemnification Coverage has been purchased, and if the **Liability Coverage Limit of Liability** under this **Liability Coverage** or a **Liability Coverage Shared Limit of Liability**, if applicable, has been exhausted, the Company will provide the **Insured Persons** with an additional Supplemental Personal Indemnification Limit of Liability under Insuring Agreement A. Such Supplemental Personal Indemnification Limit of Liability will not exceed the amount set forth in ITEM 5 of the Declarations, which amount is in addition to and not part of the **Liability Coverage Limit of Liability** or **Liability Coverage Shared Limit of Liability**, if applicable. This Supplemental Personal Indemnification Limit of Liability applies solely to **Loss** resulting from any **Claim**, other than a **Claim** for an employment-related **Wrongful Act**, against an **Insured Person** to which Insuring Agreement A. is applicable.

III. DEFINITIONS

Wherever appearing in this **Liability Coverage**, the following words and phrases appearing in bold type will have the meanings set forth in this Section III. DEFINITIONS:

- A. **Claim** means:
 - 1. a written demand, other than a **Security Holder Derivative Demand**, for monetary damages or non-monetary relief;
 - 2. a civil proceeding commenced by service of a complaint or similar pleading;
 - 3. a criminal proceeding commenced by filing of charges;
 - 4. a formal administrative or regulatory proceeding, commenced by a filing of charges, formal investigative order, service of summons, or similar document;
 - 5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld;

6. a **Security Holder Derivative Demand** solely with respect to **Investigation Expenses** and subject to the **Investigation Expense Limit of Liability** set forth in ITEM 5 of the Declarations;
7. the service of a subpoena on an **Insured Person** identified by name if served upon such person pursuant to a formal administrative or regulatory proceeding, or
8. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding;

against an **Insured** for a **Wrongful Act**, provided that **Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement.

A **Claim** is deemed to be made on the earliest date that any **Executive Officer** first receives written notice of such **Claim**. However, if any **Insured Person** who is not an **Executive Officer** first receives written notice of a **Claim** during the **Policy Period**, but no **Executive Officer** receives written notice of such **Claim** until after the **Policy Period** has expired, then such **Claim** will be deemed to have been made on the date such **Insured Person** first received written notice of the **Claim**.

- B. *Executive Officer*** means the chairperson, chief executive officer, president, chief financial officer, in-house general counsel, or **LLC Manager** of the **Insured Organization** or a functional equivalent thereof.
- C. *Insured*** means the **Insured Persons** and the **Insured Organization**.
- D. *Insured Organization*** means the **Named Insured**, any **Subsidiary**, and any such entity as a debtor in possession, as such term is used in Chapter 11 of the United States of America Bankruptcy Code, as amended, or the equivalent of a debtor in possession under any applicable foreign law.
- E. *Insured Person*** means any natural person who was, is or becomes a duly elected or appointed member of the board of directors, officer, or a functional equivalent to a member of the board of directors or officer of the **Insured Organization** in the event the **Insured Organization** is incorporated or domiciled outside the United States, member of the board of managers, **Executive Officer**, employee, or member of a management committee or an advisory committee of the **Insured Organization**.

In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.

- F. *Investigation Expense*** means reasonable and necessary fees, costs and expenses incurred by the **Insured Organization**, including its board of directors, board of managers or any duly constituted committee thereof, in connection with any investigation or evaluation by the **Insured Organization** of any **Security Holder Derivative Demand**.
- G. *Loss*** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including settlements, judgments, back and front pay, compensatory damages, punitive or exemplary damages or the multiple portion of any multiplied damage award if insurable under the applicable law most favorable to the insurability of punitive, exemplary, or multiplied damages, prejudgment and postjudgment interest, and legal fees and expenses awarded pursuant to a court order or judgment. **Loss** does not include:
1. civil or criminal fines, sanctions, liquidated damages other than liquidated damages awarded under the Age Discrimination in Employment Act or the Equal Pay Act, payroll or other taxes, or damages, penalties or types of relief deemed uninsurable under applicable law; or
 2. any amount allocated to non-covered loss pursuant to Section III. CONDITIONS. P. ALLOCATION of the Liability Coverage Terms and Conditions.
- H. *Outside Entity*** means a corporation or organization:
1. other than the **Insured Organization**, which is exempt from federal income tax as an entity described in Section 501(c)(3), 501(c)(4), or 501(c)(10) of the Internal Revenue Code of 1986, as amended; or
 2. specifically scheduled as an **Outside Entity** by endorsement to this **Liability Policy**.

- I. **Outside Position** means service by an **Insured Person** as a member of the board of directors, officer, member of the board of trustees, member of the board of managers, or a functional equivalent thereof with an **Outside Entity**, but only during such time that such service is with the knowledge, consent, and at the specific request of the **Insured Organization**.
- J. **Security Holder Derivative Claim** means any **Claim** brought on behalf of, or in the name or right of, the **Insured Organization** by one or more security holders of the **Insured Organization** in their capacity(ies) as such, but only if such **Claim** is brought and maintained without the assistance, participation or solicitation of any member of the board of directors, officer, member of the board of managers, or a functional equivalent thereof.
- K. **Security Holder Derivative Demand** means a written demand by one or more security holders of the **Insured Organization** in their capacity(ies) as such to bring a civil proceeding in a court of law on behalf of, or in the name or right of, the **Insured Organization** against any **Insured Person** for a **Wrongful Act** by an **Insured Person**, but only if such demand is asserted without the assistance, participation or solicitation of any member of the board of directors, officer, member of the board of managers, or a functional equivalent thereof.
- L. **Subsidiary** means:
1. any corporation, partnership, limited liability company or other entity organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent;
 2. any non-profit entity over which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** has the ability to exercise managerial control;
 3. any entity operated as a joint venture, in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or indirectly, exactly 50% of the issued and outstanding voting stock and whose management and operation the **Insured Organization** solely controls, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock; or
 4. subject to the provisions set forth in Section III. CONDITIONS L. ACQUISITIONS of the Liability Coverage Terms and Conditions, any entity that the **Insured Organization** acquires or forms during the **Policy Period** in which the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent, or, in the case of any non-profit entity that does not issue securities, over which the **Named Insured** has the ability to exercise managerial control.
- M. **Wrongful Act** means:
1. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by, or any matter asserted against, an **Insured Person** in his or her capacity as such;
 2. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by, or any matter asserted against, an **Insured Person** in his or her **Outside Position**;
 3. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by, or any matter asserted against, the **Insured Organization**; or
 4. any matter asserted against an **Insured Person** solely by reason of his or her status as such.
- All **Related Wrongful Acts** are a single **Wrongful Act** for purposes of this **Liability Coverage**, and all **Related Wrongful Acts** will be deemed to have occurred at the time the first of such **Related Wrongful Acts** occurred whether prior to or during the **Policy Period**.

IV. EXCLUSIONS

A. EXCLUSIONS APPLICABLE TO ALL LOSS

1. The Company will not be liable for **Loss** for any **Claim** for any damage to, destruction of, loss of, or loss of use of any tangible property including damage to, destruction of, loss of, or loss of use of tangible property that results from inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot.
2. The Company will not be liable for **Loss** for any **Claim** for any bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, loss of reputation, libel, slander, oral or written publication of defamatory or disparaging material, or invasion of privacy; provided that this exclusion will not apply to:
 - a. any **Claim** for emotional distress, mental anguish, or humiliation with respect to any employment related **Wrongful Act**; or
 - b. any **Security Holder Derivative Claim**.
3. The **Company** will not be liable for **Loss** for any **Claim**:
 - a. based upon or arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any **Pollutant**;
 - b. based upon or arising out of any request, demand, order, or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, any **Pollutant**; or
 - c. brought by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any **Pollutant**,provided this exclusion does not apply to any **Security Holder Derivative Claim**.
4. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any fact, circumstance, situation, event, or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding, including audits initiated by the Office of Federal Contract Compliance Programs, against any **Insured** as of or prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.
5. The Company will not be liable for **Loss** for any **Claim** for any fact, circumstance, situation, or event that is or reasonably would be regarded as the basis for a claim about which any **Executive Officer** had knowledge prior to the applicable Continuity Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.
6. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of, any fact, circumstance, situation, event, or **Wrongful Act** which, before the Inception Date set forth in ITEM 2 of the Declarations, was the subject of any notice of claim or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **Liability Coverage** is a direct renewal or replacement or which it succeeds in time.
7. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under any law concerning Social Security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state or local law or regulation or for any violation of the Worker Adjustment and Retraining Notification Act (WARN), Occupational Safety and Health Act (OSHA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the National Labor Relations Act (NLRA), Fair Labor Standards Act (FLSA) (except the Equal Pay Act), or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.
8. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under the Employee Retirement Income Security Act of 1974 (ERISA), including

amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation; or for an **Insured's** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an employee or dependent in, any employee benefit plan, fund or program, including contracts or agreements which are not subject to the provisions of ERISA.

9. The Company will not be liable for **Loss** for any **Claim** by or on behalf of, or in the name or right of, any **Insured**; provided that this exclusion will not apply to:
 - a. any **Security Holder Derivative Claim** or any **Security Holder Derivative Demand**;
 - b. any **Claim** in the form of a crossclaim, third party claim or other claim for contribution or indemnity by an **Insured Person** and which is part of or results directly from a **Claim** which is not otherwise excluded by the terms of this **Liability Coverage**;
 - c. any **Claim** brought by a receiver, liquidator, bankruptcy trustee or similar official of the **Insured Organization**;
 - d. any **Claim** brought or maintained by a natural person who was a member of the board of directors, officer, member of the board of trustees, member of the board of managers, or a functional equivalent thereof, but who has not served in such capacity for at least four (4) years preceding the date the **Claim** is first made; and who brings and maintains the Claim without the solicitation, assistance or participation of any current member of the board of directors, officer, member of the board of trustees, board of managers, or a functional equivalent thereof or anyone who has served in such capacity during the four (4) year period immediately preceding the date the **Claim** is first made;
 - e. any **Claim** for an employment related Wrongful Act brought by an employee; or
 - f. any **Claim** brought by an employee for a **Wrongful Act** in connection with an offer, purchase or sale of securities if:
 - i. the employee brings the **Claim** solely in his or her capacity as a security holder of the **Insured Organization** without the solicitation, assistance or participation of any current member of the board of directors, officer, member of the board of trustees, board of managers, or a functional equivalent thereof or anyone who has served in such capacity during the four (4) year period immediately preceding the date the **Claim** is first made; and
 - ii. the employee is not a member of the board of directors, officer, member of the board of trustees, board of managers, or a functional equivalent thereof and has not served in such capacity during the four (4) year period immediately preceding the date the **Claim** is first made.
10. The Company will not be liable for **Loss** for any **Claim** by or on behalf of, or in the name or right of, any **Outside Entity** against an **Insured Person** for a **Wrongful Act** in his or her **Outside Position** with respect to such **Outside Entity**; provided that this exclusion will not apply to any **Claim** brought derivatively by a security holder of such **Outside Entity** in his or her capacity as such.
11. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of:
 - a. the public offer, sale, solicitation or distribution of securities issued by the **Insured Organization**; or
 - b. the violation of any federal, state, local or provincial statute relating to securities, including the Securities Act of 1933 and the Securities and Exchange Act of 1934, or any rules or regulations promulgated thereunder.provided that this exclusion will not apply to any offer, purchase or sale of securities, whether debt or equity, in a transaction that is exempt from registration under the Securities Act of 1933 (an "Exempt Transaction").

In addition, if at least thirty (30) days prior to an offering of securities of the **Insured Organization**, other than pursuant to an Exempt Transaction, the Company receives notice of the proposed transaction and any additional information requested by the Company, the **Insured Organization** may request a proposal for coverage subject to any additional terms and conditions, and payment of any additional premium, described in such proposal.
12. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any **Wrongful Act** by an entity that is, or was a **Subsidiary**, or any **Insured Person** of such entity, occurring at any time during which such entity was not a **Subsidiary**.

13. The Company will not be liable for **Loss** for any **Claim**, with respect to Insuring Agreement C. only:
 - a. for any plagiarism;
 - b. for any misappropriation, infringement or violation of copyright, patent, trademark, service mark, trade name, trade secret or any other intellectual property rights;
 - c. based upon or arising out of any malfunction of any product or failure of any product to perform in any manner as a result of any defect, deficiency, inadequacy or dangerous condition in such product or in its design or manufacture;
 - d. based upon or arising out of any employment related **Wrongful Act**; or
 - e. for any liability of the **Insured Organization** under any express contract or agreement. For the purposes of this exclusion, an express contract or agreement is an actual agreement among the contracting parties, the terms of which are openly stated in distinct or explicit language, either orally or in writing, at the time of its making.

B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES

1. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** based upon or arising out of any **Insured**:
 - a. committing any intentionally dishonest or fraudulent act or omission;
 - b. committing any willful violation of any statute, rule or law; or
 - c. gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled;provided that this exclusion will not apply unless a final adjudication establishes that such **Insured** committed such intentionally dishonest or fraudulent act or omission, or willful violation of any statute, rule or law, or gained such profit, remuneration or advantage to which such **Insured** was not legally entitled.
2. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** seeking costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to provide reasonable accommodation under, or otherwise comply with, the Americans With Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations thereunder, or any related or similar federal, state or local law or regulation.

V. SEVERABILITY OF EXCLUSIONS

No conduct of any **Insured Person** will be imputed to any other **Insured Person** to determine the application of any of the exclusions set forth in Section IV. EXCLUSIONS above. Solely with respect to exclusion B.1. set forth above, no conduct of any **Insured** will be imputed to any other **Insured** to determine if coverage is available.

VI. CONDITIONS

A. RETENTION

This Section VI. CONDITIONS A. RETENTION will supplement, and not replace, Section III. CONDITIONS B. RETENTION of the Liability Coverage Terms and Conditions.

No retention will apply to **Defense Expenses** resulting from any **Claim**, other than a **Claim** for an employment related **Wrongful Act**, and the Company will reimburse the **Insured Organization** for any such retention paid by the **Insured Organization** in connection with any such **Claim**, if:

1. with respect to such **Claim**, there is a final adjudication of no liability obtained prior to or during trial, in favor of all **Insureds**, by reason of a motion to dismiss or a motion for summary judgment or any similar motion or process, after exhaustion of all appeals, or a final judgment of no liability obtained after trial, in favor of all **Insureds**, after exhaustion of all appeals; or

2. such **Claim** is dismissed or there is a stipulation to dismiss such **Claim** with prejudice and without the payment of any monetary consideration by the **Insureds**.

In no event will a settlement of a **Claim** be considered a final adjudication of no liability for purposes of this subsection.

As a condition of any reimbursement of the retention as set forth above, the Company may require a written undertaking on terms and conditions satisfactory to the Company guaranteeing the repayment of such amounts in the event that such **Claim** is reinstated after payment by the Company.

B. SETTLEMENT

The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that the Company recommends an offer of settlement (a "Settlement Offer") of any **Claim** which is acceptable to the claimant(s), and if the **Insured** will refuse to consent to such Settlement Offer, the **Insured** will be solely responsible for thirty percent (30%) of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for thirty percent (30%) of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Liability Coverage** for such **Claim** does not exceed the remaining applicable limit of liability.

C. PRESUMPTION OF INDEMNIFICATION

Regardless of whether **Loss** resulting from any **Claim** against **Insured Persons** is actually indemnified, Insuring Agreement B. and the Retention set forth in the Declarations will apply to any **Loss** as to which indemnification by the **Insured Organization** or any **Outside Entity** is legally permissible, whether or not actual indemnification is made, unless such indemnification is not made by the **Insured Organization** or such **Outside Entity** solely by reason of its **Financial Insolvency**.

The certificate of incorporation, charter, articles of association or other organizational documents of the **Insured Organization** and each **Outside Entity**, including by-laws and resolutions, will be deemed to have been adopted or amended to provide indemnification to the **Insured Persons** to the fullest extent permitted by law.

D. OTHER INSURANCE AND INDEMNIFICATION

This **Liability Coverage** will apply only as excess insurance over, and will not contribute with: (1) any other valid and collectible insurance available to any **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **Liability Coverage** by reference in such other policy to the Policy Number of this **Liability Policy**; or (2) indemnification to which an **Insured Person** is entitled from any **Outside Entity** other than the **Insured Organization**. This **Liability Coverage** will not be subject to the terms of any other insurance.

E. OUTSIDE POSITIONS – LIMIT OF LIABILITY

If any **Claim** against the **Insureds** gives rise to an obligation both under this **Liability Coverage** and under any other coverage or policy of insurance issued by the Company or any of its affiliates to any **Outside Entity**, the Company's maximum aggregate limit of liability under all such policies for all **Loss**, including **Defense Expenses**, for such **Claim** will not exceed the largest single available limit of liability under any such coverage.

F. ORDER OF PAYMENTS

If **Loss**, other than **Defense Expenses**, from any **Claim** exceeds the remaining applicable limit of liability as set forth in ITEM 5 of the Declarations:

1. the Company will first pay **Loss** for such **Claim** to which Insuring Agreement A. applies; then
2. to the extent that any amount of the applicable limit of liability will remain available, the Company will pay **Loss** for such **Claim** to which Insuring Agreements B. and C. apply.

Upon written request of the **Insured Organization** by and through any **Executive Officer**, the Company will either pay or withhold payment of **Loss** from such **Claim** under Insuring Agreements B. and C., as applicable. In the event of a written request to withhold payment, the Company will make any future payment only for **Loss** from any such **Claim** to which Insuring Agreement A. applies, unless otherwise so instructed upon written request by and through an **Executive Officer** of the **Insured Organization**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND DEFINITION OF INSURED PERSONS TO INCLUDE ADVISORY BOARD MEMBERS
ENDORSEMENT**

This endorsement modifies the following:

Private Company Directors and Officers Liability

It is agreed that:

The following is added to section **III. DEFINITIONS, E. Insured Person** of the **Liability Coverage**:

Insured Person also means any natural person who was, is, or becomes a duly elected or appointed member of an advisory board of the **Insured Organization**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106848518**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPRESS CONTRACT EXCLUSION ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

The following replaces section **IV. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS**, 13., e.:

13. The Company will not be liable for **Loss** for any **Claim**, with respect to Insuring Agreement C. only:
 - e. for any liability of the **Insured Organization** under any express contract or agreement, except to the extent that the **Insured Organization** would have been liable in the absence of such express contract or agreement. For the purposes of this exclusion, an express contract or agreement is an actual agreement among the contracting parties, the terms of which are openly stated in distinct or explicit language, either orally or in writing, at the time of its making.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106848518**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND SECTION IV. EXCLUSIONS, B. 1. - FINAL NON-APPEALABLE ADJUDICATION IN ANY PROCEEDING OTHER THAN A PROCEEDING INITIATED BY THE COMPANY ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

The following replaces section *IV. EXCLUSIONS, B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES, 1.*, of the **Liability Coverage**:

1. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** based upon or arising out of any **Insured**:
 - a. committing any intentionally dishonest or fraudulent act or omission;
 - b. committing any willful violation of any statute, rule, law; or
 - c. gaining any profit, remuneration or financial advantage to which such **Insured** was not legally entitled;

provided that this exclusion will not apply unless a final non-appealable adjudication in any proceeding other than a proceeding initiated by the Company establishes that such **Insured** committed such intentionally dishonest or fraudulent act or omission, willful violation of any statute, rule or law, or gained such profit, remuneration or advantage to which such **Insured** was not legally entitled.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above- mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106848518**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND OTHER INSURANCE CLAUSE ENDORSEMENT – PORTFOLIO COMPANIES

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

The following replaces section **VI. CONDITIONS, D. OTHER INSURANCE AND INDEMNIFICATION** of the **Liability Coverage**:

D. OTHER INSURANCE AND INDEMNIFICATION

1. Except as specified in subsection **VI. D. 2.** below, this **Liability Coverage** will apply only as excess insurance over, and will not contribute with:
 - a. any other valid and collectible insurance available to any **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **Liability Coverage** by reference in such other policy to the Policy Number of this **Liability Policy**; or
 - b. indemnification to which an **Insured Person** is entitled from any **Outside Entity** other than the **Insured Organization**.
2. Notwithstanding subsection **VI. D. 1.** above, if **Loss** resulting from any **Claim** against any **Insured Person** is also covered pursuant to the outside position liability coverage of another insurance policy (including venture capital, private equity or partnership liability insurance), then, in relation to such outside position liability coverage, this **Liability Coverage** will apply as primary insurance for such **Loss**.
3. This **Liability Coverage** will not be subject to the terms of any other insurance.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106848518**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DEFINITION OF OUTSIDE ENTITY TO INCLUDE ANY NON-PROFIT OR SPECIFIED OUTSIDE ENTITY ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

The following replaces section **III. DEFINITIONS, H. Outside Entity**:

H. Outside Entity means any corporation or organization:

1. other than the **Insured Organization**, that is a non-profit entity; or
2. any Specified Outside Entity as set forth in the Specified Outside Entity schedule below.

Specified Outside Entity

Any Non-Profit Entity

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106848518**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND POLLUTION EXCLUSION ENDORSEMENT WITH CARVEBACKS FOR SECURITY HOLDER DERIVATIVE CLAIMS AND DIRECT SECURITY CLAIMS UNDER INSURING AGREEMENT A

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

The following replaces section 3. of **IV. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS:**

3. The Company will not be liable for **Loss** for any **Claim**:
 - a. based upon or arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any **Pollutant**;
 - b. based upon or arising out of any request, demand, order, or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, any **Pollutant**; or
 - c. brought by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any **Pollutant**,

provided this exclusion does not apply to **Loss** for any:

- i. **Security Holder Derivative Claim**; or
- ii. **Claim** covered under section **A. of I. INSURING AGREEMENTS** brought directly by one or more security holders of the **Insured Organization** in his or her capacity as such.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106848518**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURED INVESTIGATION COVERAGE ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

1. The following is added to section II. **DEFINITIONS, A. Claim:**

Claim also means an **Insured Investigation**.

2. The following is added to section II. **DEFINITIONS:**

Enforcement Body means any domestic or foreign governmental authority, including the Securities and Exchange Commission, the U.S. Department of Justice, any state attorneys general, or the enforcement unit of any securities exchange.

Insured Investigation means any civil, criminal, formal administrative or regulatory investigation of an **Insured**:

1. identified in writing by an **Enforcement Body**, commenced by the service of a subpoena or receipt of a Wells Notice target letter (within the meaning of Title 9 § 11.151 of the U.S. Attorney's Manual), formal order of investigation, civil investigative demand, order to show cause, or similar formal request; or
2. commenced by the arrest and detainment or incarceration for more than 24 hours of an **Insured Person** by any law enforcement authority in a foreign jurisdiction,

for a **Wrongful Act**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106848518**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR NOTICE EXCLUSION TO APPLY WHEN NOTICE OF CLAIM OR POTENTIAL CLAIM IS ACCEPTED ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

The following replaces section **IV. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS, 6.:**

The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any fact, circumstance, situation, event, or **Wrongful Act** which, before the Inception Date set forth in ITEM 2 of the Declarations, was the subject of any notice of claim or **Potential Claim** given by or on behalf of any **Insured** under any policy of insurance of which this **Liability Coverage** is a direct renewal or replacement or which it succeeds in time; provided, this exclusion applies only if such notice was accepted under such policy of insurance.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND LOSS DEFINITION TO INCLUDE COVERAGE CARVEBACKS FOR LIQUIDATED DAMAGES UNDER THE AGE DISCRIMINATION IN EMPLOYMENT, EQUAL PAY, AND FAMILY MEDICAL LEAVE ACTS, AND CIVIL PENALTIES UNDER THE FOREIGN CORRUPT PRACTICES ACT ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

The following replaces section **III. DEFINITIONS, G. Loss, 1.:**

1. civil or criminal fines, sanctions, liquidated damages, payroll or other taxes, or damages, penalties or types of relief deemed uninsurable under applicable law; provided, **Loss** includes:
 - a. liquidated damages awarded under the Age Discrimination in Employment Act, the Equal Pay Act, or the Family Medical Leave Act;
 - b. civil penalties assessed against any **Insured Person** pursuant to the Foreign Corrupt Practices Act of 1977 §§ 15 U.S.C. 78dd-2(g)(2)(B) and 78ff(c)(2)(B) and the United Kingdom Bribery Act of 2010 (Eng.) § 11(1)(a), to the extent that the violations of such laws are neither intentional nor willful; or

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BOOKS AND RECORDS REQUEST ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

The following is added to section III. DEFINITIONS:

Books and Records Request means a written demand by one or more security holders of the **Insured Organization** directed to the **Insured Organization** to inspect the books and records of such **Insured Organization**.

Investigation Expense also means the reasonable fees, costs, and expenses incurred by the **Insured Organization**, including its board of directors, board of managers, or any duly constituted committee thereof, in connection with a **Books and Records Request**, solely in connection with any investigation or evaluation by the **Insured Organization** of any **Security Holder Derivative Demand**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Policy Number: **106848518**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETIREE COVERAGE ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

1. The following is added to section **I. INSURING AGREEMENTS**:

RETIREE COVERAGE

If, after the Inception Date of this **Liability Coverage**, or the first primary policy continuously written by the Company of which the coverage provided by this **Liability Coverage** is a renewal or replacement, and before the end of the **Policy Period**:

1. a member of the board of directors, officer, or a functional equivalent position of the **Insured Organization** retires and no longer serves in his or her capacity as an **Insured Person**;
2. the Company or **Named Insured** does not renew this **Liability Coverage**, or the **Named Insured** terminates this **Liability Coverage**; and
3. this **Liability Coverage** is not replaced by any other directors and officers liability coverage,

then coverage granted by this **Liability Coverage** under Insuring Agreement A is extended for a six-year period from the official retirement date of such member of the board of directors, officer, or a functional equivalent position of the **Insured Organization**, but only with respect to a **Claim** for a **Wrongful Act** occurring before such retirement date.

No coverage is available under this section if the **Named Insured** is entitled to elect an extension of coverage pursuant to section III. CONDITIONS, K. CHANGE OF CONTROL of the Liability Coverage Terms and Conditions.

2. The following is added to section **VI. CONDITIONS**:

RETIREE COVERAGE – LIMIT OF LIABILITY

The Limits of Liability for any applicable coverage extension under section I. INSURING AGREEMENTS, RETIREE COVERAGE, are part of, and not in addition to, the Limit of Liability for the **Policy Period**. Such coverage extension will not increase or reinstate the Limits of Liability set forth in ITEM 5 of the Declarations.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTERVIEW REQUEST COVERAGE ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

1. The following is added to ITEM 5 of the Declarations:

Interview Request Limit of Liability: \$250,000 for all **Interview Requests**.

2. The following is added to section I. **INSURING AGREEMENTS** of the **Liability Coverage**:

INTERVIEW REQUEST COVERAGE

The Company will pay on behalf of:

1. any **Insured Persons, Interview Expenses** incurred by such **Insured Person**, except for **Interview Expenses** which the **Insured Organization** pays to the **Insured Persons** as indemnification; or
2. the **Insured Organization, Interview Expenses** of an **Insured Person** which the **Insured Organization** pays to or on behalf of the **Insured Persons** as indemnification,

resulting from any **Interview Request** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

3. The following is added to section II. **DEFINITIONS, F. Defense Expenses**, of the Liability Coverage Terms and Conditions:

Defense Expenses does not include **Interview Expenses**.

4. The following is added to section III. **DEFINITIONS, A. Claim** of the **Liability Coverage**:

Claim also means, solely with respect to the Interview Request Coverage, an **Interview Request** commenced by the **Insured's** receipt of a written request from an **Enforcement Body**, provided notice has been given to the Company pursuant to section VI. **CONDITIONS, INSURED'S DUTIES IN THE EVENT OF AN INTERVIEW REQUEST** of the **Liability Coverage**.

5. The following is added to section III. **DEFINITIONS, G. Loss** of the **Liability Coverage**:

Loss also means, solely with respect to the Interview Request Coverage, **Interview Expenses**.

6. The following are added to section III. **DEFINITIONS** of the **Liability Coverage**:

Enforcement Body means the enforcement unit of any domestic or foreign governmental authority, including the Securities and Exchange Commission, the U.S. Department of Justice, any state attorneys general, or the enforcement unit of any securities exchange, or any foreign functional equivalent.

Interview Expenses means the reasonable costs, charges, expenses, and fees, including attorney's fees, incurred by an **Insured Person**, or the **Insured Organization** pursuant to its indemnification of any **Insured Person**, in responding to an **Interview Request**.

Interview Expenses does not include: (i) the regular or overtime wages, salaries, fees, or any other compensation of an **Insured Person** associated with an **Interview Request**; or (ii) costs, charges, or fees, including attorney's fees, incurred in responding to requests for the production of documents, records, or electronic information that are in the possession, custody, or control of the **Insured Organization**, an **Enforcement Body**, or any party other than an **Insured Person**.

Interview Request means a written request for an **Insured Person**, in his or her capacity as such, to appear for an interview or meeting, or to produce documents or records, concerning matters or circumstances occurring before or during the **Policy Period**, made by an:

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1. **Enforcement Body** in connection with its investigation; or
2. **Insured Organization** in connection with an investigation by an **Enforcement Body** against such **Insured Organization**,

provided, that **Interview Request** does not include any routine or regularly scheduled examination, inspection, compliance, oversight, interview, or audit conducted pursuant to the **Enforcement Body's** or **Insured Organization's** ordinary review or compliance procedures.

Related Interview Requests means all **Interview Requests** that have a common nexus, or are causally connected by reason of, any fact, circumstance, situation, event, or decision.

7. The following is added to section **III. CONDITIONS, C. LIMITS OF LIABILITY**, 1. of the Liability Coverage Terms and Conditions:

The Company's maximum liability for all **Interview Expenses** under the **Liability Coverage** will not exceed the Interview Request Limit of Liability set forth in ITEM 5 of the Declarations. The Interview Request Limit of Liability is included within, and not in addition to, the applicable **Liability Coverage Limit of Liability**.

8. The following are added to section **VI. CONDITIONS** of the **Liability Coverage**:

INSURED'S DUTIES IN THE EVENT OF AN INTERVIEW REQUEST

If an **Insured** elects to seek coverage for **Interview Expenses**, the **Insured** must provide the Company with written notice of an **Interview Request** as soon as practicable after the **Interview Request** is received, but in no event later than: (i) 90 days after the expiration of the **Policy Period**; or (ii) if exercised, the expiration of the Extended Reporting Period or Run-Off Extended Reporting Period. Such written notice must include the particulars of the **Interview Request**, including the name of the **Enforcement Body** that made the request, and to the best of the **Insured's** knowledge, a description of the nature and subject matter of the **Interview Request**. The **Insured** agrees to give the Company all such assistance and cooperation as it may reasonably require, including providing additional information about the nature and subject matter of the **Interview Request** as it is learned by the **Insured**.

All notices under this subsection must be sent by mail, email, fax, or prepaid express courier to the address set forth in ITEM 3 of the Declarations and will be effective upon receipt.

RELATED INTERVIEW REQUESTS

All **Related Interview Requests** will be considered a single **Interview Request** for purposes of this **Liability Coverage**. All **Related Interview Requests** will be deemed to have been made at the time the first of such **Related Interview Requests** was made.

9. The following is added to section **III. CONDITIONS, H. RELATED CLAIMS** of the Liability Coverage Terms and Conditions:

Also, any **Claim** arising out of the same or substantially similar facts and circumstances as an **Interview Request** for which notice has been provided to the Company is deemed to be first made on the date the earliest of such **Claim** or **Interview Request** is first made or received.

10. The following is added to the first paragraph of section **III. CONDITIONS, K. CHANGE OF CONTROL** of the Liability Coverage Terms and Conditions:

If, during the **Policy Period**, a **Change of Control** occurs, coverage will also continue in full force and effect with respect to any **Interview Request** first made before such event, but only if such **Interview Request** is properly noticed in accordance with section VI. CONDITIONS, INSURED'S DUTIES IN THE EVENT OF AN INTERVIEW REQUEST of the **Liability Coverage** prior to the **Change of Control**.

11. The following is added to section **III. CONDITIONS, O. EXTENDED REPORTING PERIOD** of the Liability Coverage Terms and Conditions:

If the **Named Insured** purchases an Extended Reporting Period as set forth above, then such Extended Reporting Period will also apply to **Interview Requests** made during such Extended Reporting Period against any natural persons who at or prior to the effective date of termination or cancellation are **Insured Persons**, but only for **Interview Requests** based upon or arising out of matters or circumstances that occurred before or during the **Policy Period**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND INSURED VERSUS INSURED AND OUTSIDE ENTITY EXCLUSIONS ENDORSEMENT –
WHISTLEBLOWER ACTIVITY CLARIFICATION; CARVEBACKS FOR CREDITOR COMMITTEES,
FORMER DIRECTORS AND EMPLOYEES, AND CLAIMS BROUGHT OUTSIDE THE UNITED STATES**

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

1. The following is added to section III. **DEFINITIONS:**

Whistleblower Activity means activity protected under any whistleblower protection provision of any applicable federal, state, local or foreign securities law or regulation that affords protection to a natural person, other than the filing of a proceeding, causing a proceeding to be filed, or any other activity that is engaged in on a voluntary basis.

2. The following replaces section IV. **EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS, 9.:**

9. The Company will not be liable for **Loss** for any **Claim** by or on behalf of, or in the name or right of, any **Insured**; provided that this exclusion will not apply to:
- a. any **Security Holder Derivative Claim** or any **Security Holder Derivative Demand**;
 - b. any **Claim** in the form of a crossclaim, third party claim or other claim for contribution or indemnity by an **Insured Person** and which is part of or results directly from a **Claim** which is not otherwise excluded by the terms of this **Liability Coverage**;
 - c. any **Claim** brought by a receiver, liquidator, bankruptcy trustee, member of a creditors' committee, or similar official of the **Insured Organization**;
 - d. any **Claim** brought or maintained by a natural person who was a member of the board of directors, officer, member of the board of trustees, member of the board of managers, or a functional equivalent thereof, but who has not served in such a capacity for at least the number of years set forth in the Specified Number of Years of Director, Officer or Trustee Service schedule below, preceding the date the **Claim** is first made; and who brings and maintains the **Claim** without the solicitation, assistance or participation of any current member of the board of directors, officer, member of the board of trustees, board of managers, or a functional equivalent thereof or anyone who has served in such a capacity during the period of years set forth in the Specified Number of Years of Director, Officer or Trustee Service schedule below, immediately preceding the date the **Claim** is first made;
 - e. any **Claim** for an employment related **Wrongful Act** brought by an employee;
 - f. any **Claim** brought by an employee for a **Wrongful Act** in connection with an offer, purchase or sale of securities if:
 - i. the employee brings the **Claim** solely in his or her capacity as a security holder of the **Insured Organization** without the solicitation, assistance or participation of any current member of the board of directors, officer, member of the board of trustees, board of managers, or a functional equivalent thereof or anyone who has served in such capacity during the period of years set forth in the Specified Number of Years of Employed Service schedule below, immediately preceding the date the **Claim** is first made; and
 - ii. the employee is not a member of the board of directors, officer, member of the board of trustees, board of managers, or a functional equivalent thereof and has not served in such capacity during the period of years set forth in the Specified Number of Years of Employed Service schedule below, immediately preceding the date the **Claim** is first made; or
 - g. any **Claim** brought or maintained by any **Insured Person**, if such **Insured Person** is required to bring such **Claim** under any applicable code, regulation or statute of any jurisdiction outside the United States.

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For purposes of applying this exclusion, an **Insured Person's Whistleblower Activity** alone will not constitute solicitation, assistance, or participation.

3. The following replaces section **IV. EXCLUSIONS , A. EXCLUSIONS APPLICABLE TO ALL LOSS**, 10.:
 10. The Company will not be liable for **Loss** for any **Claim** by or on behalf of, or in the name or right of, any **Outside Entity** against an **Insured Person** for a **Wrongful Act** in his or her **Outside Position** with respect to such **Outside Entity** ; provided that this exclusion will not apply to:
 - a. any **Claim** brought derivatively by a security holder of such **Outside Entity** in his or her capacity as such; or
 - b. any **Claim** brought by a receiver, liquidator, bankruptcy trustee or similar official of the **Outside Entity**.

Specified Number of Years of Director, Officer or Trustee Service: 2

Specified Number of Years of Employed Service: 2

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DATA AND PRIVACY EXCLUSION WITH SIDE A AND SECURITY HOLDER CARVEBACK
ENDORSEMENT**

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

The following is added to section **IV. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS:**

The Company will not be liable for **Loss** for any **Claim** based upon or arising out of:

- a. any loss or theft of, disclosure of, or unauthorized access to or use of, personal private or personal confidential information;
- b. any unauthorized access to a computer system;
- c. any use of authorized access to cause intentional harm to a computer system;
- d. any denial-of-service attack against a computer system;
- e. any introduction of malicious code into a computer system;
- f. failure to provide an authorized user with access to a computer system;
- g. any violation of law regarding the protection, use, collection, destruction, disclosure of, loss of, access to, or storage of personal private or personal confidential information; or
- h. the failure to provide notification required by law in connection with a. through g.;

provided however, this exclusion will not apply to any **Claim**: (i) under Insuring Agreement A., or (ii) brought by one or more security holders of the **Insured Organization** in his or her capacity as such, including a **Security Holder Derivative Claim** or **Security Holder Derivative Demand**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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EMPLOYMENT PRACTICES LIABILITY COVERAGE

THIS IS A CLAIMS MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY. PLEASE READ ALL TERMS CAREFULLY.

I. INSURING AGREEMENT

- A. The Company will pay on behalf of the **Insured, Loss** for any **Employment Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, for a **Wrongful Employment Practice**.
- B. If ITEM 5 of the Declarations indicates that Third Party Claim Coverage is applicable, the Company will pay on behalf of the **Insured, Loss** for any **Third Party Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, for a **Third Party Wrongful Act**.

II. DEFINITIONS

Wherever appearing in this **Liability Coverage**, the following words and phrases appearing in bold type will have the meanings set forth in section II. DEFINITIONS:

- A. **Claim** means an **Employment Claim** or, if ITEM 5 of the Declarations indicates that Third Party Claim Coverage is applicable, a **Third Party Claim**. A **Claim** is deemed to be made on the earliest date that any **Executive Officer** first receives written notice of such **Claim**. However, if any **Insured Person** who is not an **Executive Officer** first receives written notice of a **Claim** during the **Policy Period**, but no **Executive Officer** receives written notice of such **Claim** until after the **Policy Period** has expired, then such **Claim** will be deemed to have been made on the date such **Insured Person** first received written notice of the **Claim**.
- B. **Claimant** means:
 - 1. a past, present or future **Employee** of or applicant for employment with the **Insured Organization**;
 - 2. a governmental entity or agency, including the Equal Employment Opportunity Commission or similar federal, state or local agency, when acting on behalf of or for the benefit of a past, present or future **Employee** or applicant for employment with the **Insured Organization**; or
 - 3. any **Independent Contractor**.
- C. **Discrimination** means any actual or alleged:
 - 1. violation of any employment discrimination law; or
 - 2. disparate treatment of, or the failure or refusal to hire a **Claimant** or **Outside Claimant** because he or she is or claims to be a member of a class which is or is alleged to be legally protected.
- D. **Employee** means a natural person whose labor or service is engaged by and directed by the **Insured Organization** and:
 - 1. who is on the payroll of the **Insured Organization**, including:
 - a. any in-house general counsel of the **Insured Organization**; and

- b. any other full-time, part-time, and seasonal worker;
2. who is a volunteer or temporary worker; or
3. whose services have been leased by the **Insured Organization**.

Independent Contractors are not **Employees**. The status of an individual as an **Employee** will be determined as of the date of the alleged **Wrongful Act**.

E. Employment Agreement means any express or implied employment agreement regardless of the basis in which such agreement is alleged to exist, other than a collective bargaining agreement.

F. Employment Claim means:

1. a written demand for monetary damages or non-monetary relief;
2. a civil proceeding commenced by service of a complaint or similar pleading;
3. a criminal proceeding commenced by filing of charges;
4. a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order, service of summons or similar document, including a proceeding before the Equal Employment Opportunity Commission or any similar governmental agency; provided that in the context of an audit conducted by the Office of Federal Contract Compliance Programs, **Employment Claim** will be limited to a Notice of Violation or Order to Show Cause or written demand for monetary damages or non-monetary relief;
5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,

against an **Insured** by or on behalf of or for the benefit of a **Claimant**, or against an **Insured Person** serving in an **Outside Position** by or on behalf of or for the benefit of an **Outside Claimant**, for a **Wrongful Employment Practice**; provided that **Employment Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement.

G. Executive Officer means an officer, member of the board of directors, natural person partner, principal, risk manager, **LLC Manager**, in-house general counsel, member of the staff of the human resources department of the **Insured Organization** or a functional equivalent thereof.

H. Independent Contractor means any natural person who is not an **Employee** but who performs labor or service for the **Insured Organization** pursuant to a written contract or agreement. The status of an individual as an **Independent Contractor** will be determined as of the date of the alleged **Wrongful Act**.

I. Insured means the **Insured Persons** and the **Insured Organization**.

J. Insured Organization means the **Named Insured**, any **Subsidiary**, and any such entity as a debtor in possession, as such term is used in Chapter 11 of the United States of America Bankruptcy Code, as amended, or the equivalent of a debtor in possession under any applicable foreign law.

K. Insured Person means any natural person who was, is or becomes an **Employee**, duly elected or appointed member of the board of directors, officer, member of the board of trustees, member of the board of regents, member of the board of governors, natural person partner, **LLC Manager** or a functional equivalent thereof of the **Insured Organization** for **Wrongful Acts** committed in the discharge of his or her duties as such, or while serving in an **Outside Position**.

In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.

- L. Loss** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including settlements; judgments; back and front pay; compensatory damages; punitive or exemplary damages or the multiple portion of any multiplied damage award if insurable under the applicable law most favorable to the insurability of punitive, exemplary, or multiplied damages; prejudgment and postjudgment interest; and legal fees and expenses of a **Claimant** or **Outside Claimant** awarded pursuant to a court order or judgment. "**Loss**" does not include:
1. civil or criminal fines; sanctions; liquidated damages other than liquidated damages awarded under the Age Discrimination in Employment Act or the Equal Pay Act; payroll or other taxes; or damages, penalties or types of relief deemed uninsurable under applicable law;
 2. future compensation, including salary or benefits, for a **Claimant** or **Outside Claimant** who has been or will be hired, promoted or reinstated to employment pursuant to a settlement, court order, judgment, award or other resolution of a **Claim**; or that part of any judgment or settlement which constitutes front pay, future monetary losses including pension and other benefits, or other future economic relief or the value or equivalent thereof, if the **Insured** has been ordered, or has the option pursuant to a judgment, order or other award or disposition of a **Claim**, to promote, accommodate, reinstate, or hire the **Claimant** or **Outside Claimant** to whom such sums are to be paid, but fails to do so;
 3. medical, pension, disability, life insurance, **Stock Benefit** or other similar employee benefits, except and to the extent that a judgment or settlement of a **Claim** includes a monetary component measured by the value of:
 - a. medical, pension, disability, life insurance, or other similar employee benefits; or
 - b. **Stock Benefits** of an **Insured Organization** whose equity or debt securities are not publicly traded, including on a stock exchange or another organized securities market,as consequential damages for a **Wrongful Act**; or
 4. any amount allocated to non-covered loss pursuant to Section III. CONDITIONS P. ALLOCATION of the Liability Coverage Terms and Conditions.
- M. Outside Claimant** means:
1. a past, present or future **Outside Employee** of or applicant for employment with an **Outside Entity**;
 2. a governmental entity or agency, including the Equal Employment Opportunity Commission or similar federal, state or local agency, when acting on behalf of or for the benefit of present or former **Outside Employees** or applicants for employment; or
 3. any natural person independent contractor who performs labor or service for the **Outside Entity** pursuant to a written contract or agreement, where such labor or service is under the exclusive direction of the **Outside Entity**.
- N. Outside Employee** means a natural person whose labor or service is engaged by and directed by an **Outside Entity** and:
1. who is on the payroll of an **Outside Entity**, including:
 - a. any in-house general counsel of the **Outside Entity**; and
 - b. any other full-time, part-time, and seasonal worker;

2. who is a volunteer or temporary worker; or
3. whose services have been leased by the **Outside Entity**.

The status of an individual as an **Outside Employee** will be determined as of the date of the alleged **Wrongful Employment Practice**.

O. Outside Entity means a corporation or organization:

1. other than the **Insured Organization**, which is exempt from federal income tax as an entity described in Section 501(c)(3), 501(c)(4), or 501(c)(10) of the Internal Revenue Code of 1986, as amended; or
2. specifically scheduled as an **Outside Entity** by endorsement to this **Liability Policy**.

P. Outside Position means service by an **Insured Person** as a member of the board of directors, officer, member of the board of trustees, member of the board of managers, member of the board of regents, member of the board of governors or a functional equivalent thereof with an **Outside Entity**, but only during such time that such service is with the knowledge, consent, and at the specific request of the **Insured Organization**.

Q. Retaliation means any actual or alleged **Wrongful Termination** or other adverse employment action against a **Claimant** or **Outside Claimant** on account of such **Claimant's** or **Outside Claimant's** exercise or attempted exercise of rights protected by law, refusal to violate any law, disclosure or threat to disclose to a superior or to any governmental agency alleged violations of the law, or on account of the **Claimant** or **Outside Claimant** having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law.

R. Sexual Harassment means any actual or alleged unwelcome sexual advances, requests for sexual favors or any other conduct of a sexual nature:

1. which is made a term or condition of a **Claimant's** or **Outside Claimant's** employment or advancement;
2. which the submission to or rejection of is used as a basis for decisions affecting the **Claimant** or **Outside Claimant**; or
3. which has the purpose or effect of creating an intimidating, hostile or offensive work environment.

S. Stock Benefit means compensation provided to **Employees** in the form of equity or debt securities or rights to purchase equity or debt securities or the value thereof, including any grant of stock, restricted stock, stock options or warrants, phantom stock, stock appreciation rights, or performance shares.

T. Subsidiary means:

1. any corporation, partnership, limited liability company or other entity organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or indirectly, more than fifty percent (50%) of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent;
2. any non-profit entity over which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** has the ability to exercise managerial control;
3. any entity operated as a joint venture, in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or indirectly, exactly fifty percent (50%) of the issued and outstanding voting stock and whose management and operation the **Insured**

Organization solely controls, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock; or

4. subject to the provisions set forth in Section III. CONDITIONS L. ACQUISITIONS of the Liability Coverage Terms and Conditions, any entity that the **Insured Organization** acquires or forms during the **Policy Period** in which the **Named Insured** owns, directly or indirectly, more than fifty percent (50%) of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent, or, in the case of any non-profit entity that does not issue securities, over which the **Named Insured** has the ability to exercise managerial control.

U. Third Party Claim means:

1. a written demand for monetary damages or non-monetary relief;
2. a civil proceeding commenced by service of a complaint or similar pleading;
3. a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order, service of summons, or similar document;
4. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
5. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,

against an **Insured** by or on behalf of or for the benefit of any natural person other than a **Claimant** for a **Third Party Wrongful Act**; provided that **Third Party Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement or any type of criminal proceeding.

V. Third Party Wrongful Act means, with respect to any natural person other than a **Claimant**, any actual or alleged:

1. violation of any federal, state or local law or statute or any common law prohibiting any kind of discrimination; or
2. unwelcome sexual advances, requests for sexual favors or any other conduct of a sexual nature which violates the civil rights of any such person.

W. Workplace Harassment means any actual or alleged harassment, other than **Sexual Harassment**, which creates a work environment that interferes with job performance, or creates an intimidating, hostile, or offensive work environment.

X. Wrongful Act means:

1. a **Wrongful Employment Practice** occurring in the course of or arising out of a **Claimant's** employment, application for employment or performance of services with the **Insured Organization**;
2. a **Wrongful Employment Practice** by an **Insured Person** in his or her **Outside Position** occurring in the course of or arising out of an **Outside Claimant's** employment, application for employment or performance of services with an **Outside Entity**; or
3. a **Third Party Wrongful Act**, if ITEM 5 of the Declarations indicates that Third Party Claim Coverage has been purchased.

All **Related Wrongful Acts** are a single **Wrongful Act** for purposes of this **Liability Coverage**, and all **Related Wrongful Acts** will be deemed to have occurred at the time the first of such **Related Wrongful Acts** occurred whether prior to or during the **Policy Period**.

Y. **Wrongful Employment Practice** means any actual or alleged:

1. **Discrimination**;
2. **Retaliation**;
3. **Sexual Harassment**;
4. **Workplace Harassment**;
5. **Wrongful Termination**;
6. breach of **Employment Agreement**;
7. violation of the Family Medical Leave Act;
8. employment-related misrepresentation;
9. employment-related defamation, including libel or slander, or invasion of privacy;
10. failure or refusal to create or enforce adequate workplace or employment policies and procedures, employ or promote, including wrongful failure to grant bonuses or perquisites, or grant tenure;
11. wrongful discipline, wrongful demotion, denial of training, deprivation of career opportunity, denial or deprivation of seniority, or evaluation;
12. employment-related wrongful infliction of emotional distress; or
13. negligent hiring, supervision of others, training, or retention committed or allegedly committed by any **Insured**, but only if such act is alleged in connection with a **Wrongful Employment Practice** set forth in 1. through 12. above; provided that the **Claim** alleging the negligent hiring, supervision of others, training, or retention is brought by or on behalf of any **Claimant** or **Outside Claimant**.

Z. **Wrongful Termination** means the actual, alleged or constructive termination of an employment relationship between a **Claimant** and the **Insured Organization**, or the actual or constructive termination of an employment relationship between an **Outside Claimant** and an **Outside Entity**, in a manner or for a reason which is contrary to applicable law or public policy, or in violation of an **Employment Agreement**.

III. **EXCLUSIONS**

A. **EXCLUSIONS APPLICABLE TO ALL LOSS**

1. The Company will not be liable for **Loss** for any **Claim** for any damage to, or destruction of, loss of, or loss of use of, any tangible property including damage to, destruction of, loss of, or loss of use of, tangible property that results from inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot.
2. The Company will not be liable for **Loss** for any **Claim** for any bodily injury, sickness, disease, death, or loss of consortium; provided that this exclusion will not apply to that portion of a **Claim** seeking **Loss** for emotional distress, mental anguish, humiliation, or loss of reputation.
3. The **Company** will not be liable for **Loss** for any **Claim**:

- a. based upon or arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any **Pollutant**;
- b. based upon or arising out of any request, demand, order, or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, any **Pollutant**; or
- c. brought by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any **Pollutant**;

provided that this exclusion will not apply to **Claims** for **Retaliation**.

4. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of, any fact, circumstance, situation, event or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding, including audits initiated by the Office of Federal Contract Compliance Programs, against any **Insured** as of or prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.
5. The Company will not be liable for **Loss** for any **Claim** for any fact, circumstance, situation or event that is or reasonably would be regarded as the basis for a claim about which any **Executive Officer** had knowledge prior to the applicable Continuity Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.
6. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of, any fact, circumstance, situation, event or **Wrongful Act** which, before the Inception Date set forth in ITEM 2 of the Declarations, was the subject of any notice of claim or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **Liability Coverage** is a direct renewal or replacement or which it succeeds in time.
7. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under any law concerning Social Security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state or local law or regulation; or for any actual or alleged violation of the Worker Adjustment and Retraining Notification Act (WARN), Occupational Safety and Health Act (OSHA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), National Labor Relations Act (NLRA) or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation; provided that this exclusion will not apply to **Claims** for **Retaliation**.
8. The Company will not be liable for **Loss** for any **Claim** for any liability of others assumed by an **Insured** under any contract or agreement, whether oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement.
9. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under the Employee Retirement Income Security Act of 1974 (ERISA), including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation; or for an **Insured's** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an **Employee** or **Outside Employee** or dependent in, any employee benefit plan, fund or program, including contracts or agreements which are not subject to the provisions of ERISA; provided that this exclusion will not apply to **Claims** for **Retaliation**.
10. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of, any **Wrongful Act** by a **Subsidiary** or any related **Insured Person** occurring at any time during which such entity was not a **Subsidiary**.
11. The Company will not be liable for **Loss** for any **Third Party Claim**:

- a. alleging price discrimination, or other violation of any antitrust or unfair trade practices law; or
 - b. against an **Insured Person** solely due to their service in an **Outside Position**.
12. The Company will not be liable for **Loss** for any **Claim** for any liability under any agreement governing the terms of the labor or service of an **Independent Contractor**, temporary worker or leased employee with the **Insured Organization** or for liability under any agreement governing the terms of the labor or service of any natural person independent contractor who performs labor or service solely for the **Outside Entity** on a full-time basis pursuant to a written contract or agreement.
 13. The Company will not be liable for **Loss** for any **Claim** for violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided that this exclusion will not apply to:
 - a. **Claims** for **Retaliation**; or
 - b. any actual or alleged violation of the Equal Pay Act.

B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES

1. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** seeking costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to provide reasonable accommodation under, or otherwise comply with, the Americans With Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.
2. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** seeking severance pay, damages or penalties under an express written **Employment Agreement**, or under any policy or procedure providing for payment in the event of separation from employment; or sums sought solely on the basis of a claim for unpaid services.

IV. CONDITIONS

A. SETTLEMENT

1. The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that:
 - a. the **Insured** and the party bringing a **Claim** hereunder consent to the first settlement offer recommended by the Company (the "Settlement Offer") within thirty (30) days of being made aware of such offer by the Company; and
 - b. the amount of such Settlement Offer:
 - i. is less than the remaining applicable limit of liability available at the time; and
 - ii. combined with **Defense Expenses** incurred with respect to such **Claim**, exceeds the Retention;

the Retention will be retroactively reduced by ten percent (10%) with respect to such **Claim**.

2. If the **Insured** does not consent to the Settlement Offer within thirty (30) days of being made aware of such offer by the Company:
 - a. the Retention will not be reduced as provided in paragraph 1. above even if consent is given to the same or subsequent Settlement Offer; and
 - b. the **Insured** will be solely responsible for thirty percent (30%) of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for thirty percent (30%) of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Liability Coverage** for such **Claim** will not exceed the remaining applicable limit of liability.

B. OTHER INSURANCE

1. This **Liability Coverage** is primary, except as expressly stated otherwise in this **Liability Coverage**.
2. Except as stated in paragraph 3. of section IV. CONDITIONS B., this **Liability Coverage** will apply only as excess insurance over, and will not contribute with any insurance that applies to any **Claim**:
 - a. against any leased or temporary worker; or
 - b. for a **Third Party Wrongful Act**.
3. With respect to **Claims** against **Insured Persons** for **Wrongful Employment Practices** in their **Outside Positions**, this **Liability Coverage** will apply only as excess insurance over, and will not contribute with:
 - a. any other valid and collectible insurance available to any **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **Liability Coverage** by reference in such other policy to the Policy Number of this **Liability Policy**; or
 - b. indemnification to which an **Insured Person** is entitled from any **Outside Entity** other than the **Insured Organization**.
4. This **Liability Coverage** will not be subject to the terms of any other insurance.

C. OUTSIDE POSITIONS - LIMIT OF LIABILITY

If any **Claim** against an **Insured Person** gives rise to an obligation both under this **Liability Coverage** and under any other coverage or policy of insurance issued by the Company or any of its affiliates to any **Outside Entity**, the Company's maximum aggregate limit of liability under all such policies for any **Loss**, for such **Claim** will not exceed the largest single available limit of liability under such coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REDLINING EXCLUSION ENDORSEMENT

This endorsement modifies the following:

Employment Practices Liability

It is agreed that:

The following is added to section **III. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS:**

The Company will not be liable for **Loss** for any **Third Party Claim** alleging denial or restriction of any loan, lease or extension of credit to any person for discriminatory reasons, including the geographic area where the person resides or other demographics, regardless of the person's personal credit worthiness.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106848518**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE - EXCESS INSURANCE OVER SPECIFIED POLICIES ENDORSEMENT

This endorsement modifies the following:

Employment Practices Liability

It is agreed that:

The following replaces section **IV. CONDITIONS, B. Other Insurance:**

B. OTHER INSURANCE

1. This **Liability Coverage** is primary, except as expressly stated otherwise in this **Liability Coverage**.
2. Except as stated in paragraph 3. of section IV. CONDITIONS B., this **Liability Coverage** will apply only as excess insurance over, and will not contribute with any insurance that applies to any **Claim**:
 - a. against any leased or temporary employee; or
 - b. for a **Third Party Wrongful Act**; or
 - c. under the Specified Policies issued by the corresponding Specified Insurers as set forth in the Specified Policy schedule below.

Specified Policy:

Scheduled Policy Number

Insurer

EPL 6541325-15

Zurich American Insurance Company

3. With respect to **Claims** against **Insured Persons** for **Wrongful Employment Practices** in their **Outside Positions**, this **Liability Coverage** will apply only as excess insurance over, and will not contribute with:
 - a. any other valid and collectible insurance available to any **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **Liability Coverage** by reference in such other policy to the Policy Number of this **Liability Policy**; or
 - b. indemnification to which an **Insured Person** is entitled from any **Outside Entity** other than the **Insured Organization**.
4. This **Liability Coverage** will not be subject to the terms of any other insurance.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106848518**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OUTSIDE ENTITY TO INCLUDE ANY NON-PROFIT
ENTITY ENDORSEMENT**

This endorsement modifies the following:

Employment Practices Liability

It is agreed that:

The following replaces section **II. DEFINITIONS, O. Outside Entity**:

- O. **Outside Entity** means any corporation or organization:
1. other than the **Insured Organization**, which is a non-profit entity; or
 2. specifically scheduled as an **Outside Entity** by endorsement to this **Liability Policy**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106848518**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND PRIOR AND PENDING EXCLUSION ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

The following replaces section **III. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS, A.4.:**

4. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of, any fact, circumstance, situation, event or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding, including audits initiated by the Office of Federal Contract Compliance Programs, against any **Insured** as of or prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**; provided that this exclusion shall not apply to any unemployment compensation proceeding or any workers compensation proceeding in which a **Wrongful Act** has not been alleged.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106848518**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURED PERSON REDEFINED TO INCLUDE INDEMNIFIED INDEPENDENT CONTRACTOR ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

1. The following replaces section **II. DEFINITIONS, K. Insured Person**:

K. Insured Person means any natural person who was, is or becomes an **Employee**, duly elected or appointed member of the board of directors, officer, member of the board of trustees, member of the board of regents, member of the board of governors, natural person partner, **LLC Manager** or a functional equivalent thereof of the **Insured Organization** for **Wrongful Acts** committed in the discharge of his or her duties as such, or while serving in an **Outside Position**.

Insured Person also means any **Independent Contractor** of the **Insured Organization** for **Wrongful Acts** committed in the discharge of his or her duties as such, but only if and to the extent the **Insured Organization** provides indemnification to such natural person in the same manner as that provided to **Employees**.

In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.

2. The following replaces section **IV. CONDITIONS, B. OTHER INSURANCE 2.**:

2. Except as stated in paragraph 3. of section IV. CONDITIONS B., this **Liability Coverage** will apply only as excess insurance over, and will not contribute with any insurance that applies to any **Claim**:

- a. against any **Independent Contractor** or leased or temporary worker: or
- b. for a **Third Party Wrongful Act**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106848518**

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Trustee_000000273

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SECTION 510 OF ERISA ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

1. The following replaces section *III. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS, A.9.*:
 9. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under the Employee Retirement Income Security Act of 1974 (ERISA), including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation; or for an **Insured's** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an **Employee** or **Outside Employee** or dependent in, any employee benefit plan, fund or program, including contracts or agreements which are not subject to the provisions of ERISA; provided that this exclusion will not apply to **Claims** for **Retaliation** or **Claims** for any actual or alleged violation of Section 510 of the Employee Retirement Income Security Act of 1974.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106848518**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED DISPARAGEMENT AND FALSE IMPRISONMENT ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

The following is added to section *II. DEFINITIONS, Y. Wrongful Employment Practice*:

Wrongful Employment Practice also means any actual or alleged employment-related disparagement and also means any actual or alleged false imprisonment.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106848518**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKPLACE VIOLENCE EXPENSES ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

1. The following is added to ITEM 5 of the Declarations:

Workplace Violence Expenses Limit of Liability:

\$250,000 for all **Workplace Violence Expenses**, which amount is in addition to, and not part of, any applicable limit of liability.

2. The following is added to section **I. INSURING AGREEMENT** of the **Liability Coverage**:

The Company will reimburse the **Insured Organization, Workplace Violence Expenses** incurred by the **Insured Organization** as a result of any **Workplace Violence Event**;

1. first occurring during the **Policy Period**; and,
2. reported to the Company as soon as practicable after an **Executive Officer** becomes aware such **Workplace Violence Event** has occurred, but in no event later than 90 days after the expiration of the **Policy Period**;

up to the amount of the **Workplace Violence Expenses** Limit of Liability set forth in ITEM 5 of the Declarations of this **Liability Coverage**.

3. The following is added to section **II. DEFINITIONS** of the **Liability Coverage**:

Premise means the buildings, facilities or properties occupied by the **Insured Organization** in conducting its business.

Workplace Violence Event means any intentional:

1. use of deadly force; or
2. threat of deadly force with the display of a lethal weapon;

which occurs on or in the **Premise** and which did or could result in bodily injury or death to an **Insured Person**.

Workplace Violence Expenses means the reasonable fees, costs, and expenses incurred and paid by the **Insured Organization** for:

1. the services of an independent security consultant for 90 days following a **Workplace Violence Event**;
2. the services of an independent public relations consultant for 90 days following a **Workplace Violence Event**;
3. counseling services provided to employees by an independent consultant on the **Premises** for up to 120 days following a **Workplace Violence Event**;
4. the services of an independent security guard(s) and other reasonable costs to secure the **Premises** for up to 15 days following a **Workplace Violence Event**; or
5. the services of an independent private forensic analyst for 120 days following a **Workplace Violence Event**.

Issuing Company: Travelers Casualty and Surety Company of America
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4. The following is added to section **III. EXCLUSIONS** of the **Liability Coverage**:

The Company will not be liable for **Workplace Violence Expenses** based upon or arising out of a **Workplace Violence Event** arising out of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalization, requisition, or destruction of, or damage to, property by or under the order of any government, public or local authority; provided that this exclusion will not apply to any "act of terrorism" as defined in the Terrorism Risk Insurance Act of the United States of America as amended.

5. The following is added to section **III. CONDITIONS, B. RETENTION**, of the Liability Coverage Terms and Conditions:

No retention shall apply to **Workplace Violence Expenses** Coverage.

6. The following is added to section **III. CONDITIONS, C. LIMITS OF LIABILITY**, of the Liability Terms and Conditions:

The Company's maximum limit of liability for all **Workplace Violence Events** under the Employment Practices Liability coverage will not exceed the Workplace Violence Expenses Limit of Liability set forth in ITEM 5 of the Declarations.

The Workplace Violence Expenses Limit of Liability will be in addition to, and not part of, the **Liability Coverage Limit of Liability** as set forth in ITEM 5 of the Declarations.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIOR NOTICE EXCLUSION APPLIES WHEN NOTICE OF CLAIM OR POTENTIAL CLAIM IS ACCEPTED
ENDORSEMENT**

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

The following replaces section **III. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS, 6.:**

The Company will not be liable for **Loss** for any **Claim** based upon or arising out of, any fact, circumstance, situation, event, or **Wrongful Act** which, before the Inception Date set forth in ITEM 2 of the Declarations, was the subject of any notice of claim or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **Liability Coverage** is a direct renewal or replacement or which it succeeds in time; provided this exclusion applies only if such notice was accepted under such policy of insurance.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106848518**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND WRONGFUL EMPLOYMENT PRACTICE DEFINITION ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

The following is added to section II. **DEFINITIONS, Y. Wrongful Employment Practice:**

Wrongful Employment Practice also means negligent employment reference.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Policy Number: **106848518**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND WRONGFUL ACT DEFINITION ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

The following is added to section II. **DEFINITIONS, X. Wrongful Act:**

Wrongful Employment Practice or **Third Party Wrongful Act** includes such practice or act carried out by any means, including any electronic means of communication, such as the Internet, email, instant messaging, social networking services or blogs.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DEFINITION OF EMPLOYEE ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

The following replaces section **II. DEFINITIONS, D. Employee, 2.:**

who is a volunteer or temporary worker, including interns; or

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106848518**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DEFINITION OF WORKPLACE HARASSMENT ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

The following replaces section **II. DEFINITIONS, W. Workplace Harassment**:

Workplace Harassment means any actual or alleged harassment, including bullying, other than **Sexual Harassment**, which creates a work environment that interferes with job performance, or creates an intimidating, hostile, or offensive work environment.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IMMIGRATION CLAIMS ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

1. The following is added to ITEM 5. of the Declarations:

Immigration Claim Limit of Liability \$100,000 for all **Immigration Claims**

2. The following is added to section **I. INSURING AGREEMENT** of the **Liability Coverage**:

The Company will pay, on behalf of the **Insured**, **Defense Expenses** resulting from any **Immigration Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

3. The following is added to section **II. DEFINITIONS** of the **Liability Coverage**:

Immigration Claim means a civil or criminal investigation of any **Insured** brought by or on behalf of any federal, state or local governmental, regulatory or administrative agency for an actual or alleged violation of the responsibilities, obligations or duties imposed on an **Insured** by the Immigration Reform and Control Act of 1986 or any other similar federal or state laws or regulations in connection with the actual or alleged hiring or harboring of illegal aliens.

4. The following is added to section **II. DEFINITIONS, F. Employment Claim**:

Employment Claim also means an **Immigration Claim** but solely as respects coverage provided herein.

5. The following is added to section **III. CONDITIONS, C. LIMITS OF LIABILITY**, 1. of the Liability Coverage Terms and Conditions:

The Company's maximum limit of liability for **Defense Expenses** for all **Immigration Claims** under the Employment Practices Liability coverage will not exceed the Immigration Claim Limit of Liability for all **Immigration Claims** set forth in ITEM 5 of the Declarations, which amount is included within and not in addition to, any applicable limit of liability.

6. The following is added to section **III. CONDITIONS, D. ADDITIONAL DEFENSE COVERAGE** of the Liability Coverage Terms and Conditions:

Additional Defense Coverage is not applicable to **Immigration Claims**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BIOMETRIC DATA EXCLUSION ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

The following is added to section **III. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS:**

The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any violation of responsibilities, duties, or obligations under any domestic or foreign law concerning the collection, storage, destruction, disclosure, protection, use, sale, lease, or trade of biometric data, including finger, hand, voice, facial, and retinal characteristics; provided that this exclusion will not apply to **Claims for Discrimination, Retaliation, Sexual Harassment, Workplace Harassment or Wrongful Termination.**

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND THIRD PARTY WRONGFUL ACT DEFINITION TO INCLUDE HARASSMENT ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

The following replaces section **II. DEFINITIONS, V. Third Party Wrongful Act:**

V. *Third Party Wrongful Act* means, with respect to any natural person other than a **Claimant**, any actual or alleged:

1. violation of any federal, state or local law or statute or any common law prohibiting any kind of discrimination; or
 2. harassment, including unwelcome sexual advances, requests for sexual favors or any other conduct of a sexual nature which violates the civil rights of any such person.
-

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Policy Number: **106848518**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WRONGFUL REASSIGNMENT AND USERRA ENDORSEMENT

This endorsement changes the following:

Employment Practices Liability

It is agreed that:

1. The following replaces section II. **DEFINITIONS, Y. Wrongful Employment Practice, 11.:**
wrongful discipline, wrongful demotion, wrongful reassignment, denial of training, deprivation of career opportunity, denial or deprivation of seniority, or evaluation;
2. The following is added to section II. **DEFINITIONS, Y. Wrongful Employment Practice:**
violation of the Uniformed Services Employment and Reemployment Rights Act of 1994 or any similar law or regulation.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106848518**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS EXCLUSION ENDORSEMENT

This endorsement modifies the following:

Private Company Directors and Officers Liability, Employment Practices Liability

It is agreed that:

The following is added to **EXCLUSIONS APPLICABLE TO ALL LOSS:**

The Company will have no liability for **Loss** for any **Claim** based upon or arising out of any **Wrongful Act** committed or alleged to have been committed, in whole or in part, prior to the applicable Retroactive Date set forth below.

<u>Liability Coverage</u>	<u>Retroactive Date</u>
Private Company Directors and Officers Liability	12/20/2017
Employment Practices Liability	02/17/2016

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106848518**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUDE CLAIMS AGAINST SCHEDULED ENTITIES OR NATURAL PERSONS ENDORSEMENT

This endorsement modifies the following:

Private Company Directors and Officers Liability

It is agreed that:

Solely with respect to the **Liability Coverage(s)** listed below, the Company will have no liability for **Loss** for any **Claim**:

1. made against the Scheduled Entity(ies) or natural persons listed directly opposite such **Liability Coverage(s)**; or
2. brought by or on behalf of the Scheduled Entity(ies) or natural persons listed directly opposite such **Liability Coverage(s)**.

<u>Liability Coverage(s)</u>	<u>Scheduled Entity(ies) and/or Individual(s)</u>
Private Company Directors and Officers Liability	Apoyo Financial, LLC
Private Company Directors and Officers Liability	Tricolor Auto Acceptance, LLC
Private Company Directors and Officers Liability	Tricolor Financial, LLC
Private Company Directors and Officers Liability	Tricolor California Auto Acceptance, LLC
Private Company Directors and Officers Liability	Tricolor Insurance Agency
Private Company Directors and Officers Liability	Tricolor Home Loans LLC dba Tricolor Mortgage TX, LLC

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106848518**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITION OF ANTITRUST EXCLUSION FOR INSURING AGREEMENT C. ENDORSEMENT

This endorsement modifies the following:

Private Company Directors and Officers Liability

It is agreed that:

1. The following is added to section **DEFINITIONS** of the **Liability Coverage**:

Antitrust Claim means a **Claim** for any actual or alleged violation of any law, rule or regulation relating to antitrust, or the prohibition of monopolies, activities in restraint of trade, unfair methods of competition or deceptive acts and practices in trade and commerce, including but not limited to any actual or alleged violation of the Sherman Act, the Clayton Act, the Robinson-Patman Act, The Federal Trade Commission Act, the Hart-Scott-Rodino Antitrust Improvements Act, and any regulation or rule promulgated under any such Act

2. The following is added to section **EXCLUSIONS, A. EXCLUSIONS APPLICABLE FOR ALL LOSS** of the **Liability Coverage**:

The Company will not be liable for **Loss** for any **Antitrust Claim** with respect to Insuring Agreement C.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106848518**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITION OF OWNERSHIP PERCENTAGE EXCLUSION ENDORSEMENT

This endorsement modifies the following:

Private Company Directors and Officers Liability

It is agreed that:

The following is added to section **IV. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS** of the **Liability Coverage**:

The Company will not be liable for **Loss** for any **Claim** brought or maintained by or on behalf of, or with the assistance, participation, or solicitation of any person or entity that owns or did own more than **5%** of the **Named Insured**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106848518**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INITIAL PUBLIC OFFERING EXCLUSION (BROAD) ENDORSEMENT

This endorsement modifies the following:

Private Company Directors and Officers Liability

It is agreed that:

1. The following is added to section **III. DEFINITIONS** of the **Liability Coverage**:

Initial Public Offering Filing means the filing by the **Insured Organization** of an offering memorandum or registration statement including a Form S-1 under the Securities Act of 1933 or foreign equivalent, with the Securities Exchange Commission or foreign equivalent.

Initial Public Offering means the actual offer, sale, or trading of securities in connection with an **Initial Public Offering Filing**.

2. The following replaces section **IV. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS**, 11. of the **Liability Coverage**:
 11. The Company will not be liable for **Loss** for any **Claim** based on or arising out of the sale or trading of securities pursuant to an **Initial Public Offering**, including any ongoing reporting requirements under Securities Exchange Act of 1934 or foreign equivalent provided, that this exclusion will not apply to:
 - a. any offer, purchase or sale of securities, whether debt or equity, in a transaction that is exempt from registration under the Securities Act of 1933 or foreign equivalent (an "Exempt Transaction"); or
 - b. the failure of the **Insured Organization** to undertake or complete an **Initial Public Offering**; or
 - c. a **Wrongful Act** relating to the **Insured Organization's** preparation for any **Initial Public Offering**, including any presentations made by the **Insured Organization** or **Executive Officers** in connection with such offering.

This exclusion shall not apply until the actual trading of securities in connection with an **Initial Public Offering**.

In addition, if the **Named Insured** provides notice of an **Initial Public Offering** within 30 days of the **Initial Public Offering Filing** thereof to the Company along with any additional information which the Company may request, the Company shall offer to the **Insured Organization** a proposal for coverage for such resulting **Initial Public Offering** subject to any additional terms and conditions, and payment of any additional premium, described in such proposal.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND PRODUCT (FOR) EXCLUSION ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

The following replaces section **IV. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS**, 13., c. of the **Liability Coverage**:

13. The Company will not be liable for **Loss** for any **Claim** with respect to Insuring Agreement C. only:
 - c. for any malfunction of any product or failure of any product to perform in any manner as a result of any defect, deficiency, inadequacy, or dangerous condition in such product or in its design or manufacture;

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REDUCED LIMITS FOR EMPLOYED LAWYERS CLAIMS AND EMPLOYED LAWYERS EXCLUSION ENDORSEMENT

This endorsement modifies the following:

Private Company Directors and Officers Liability

It is agreed that:

1. The following is added to section **III. CONDITIONS, C. LIMITS OF LIABILITY**, 1. Liability Coverage Limit of Liability, of the Liability Coverage Terms and Conditions:

However, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Employed Lawyers Claims** is further limited by the following:

The Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Employed Lawyers Claims** under the **Liability Coverage** will be the Employed Lawyers Claims Limit of Liability for all **Employed Lawyers Claims** set forth in ITEM 5 of the Declarations, which amount is included within, and not in addition to any applicable limit of liability.

2. The following is added to section **III. CONDITIONS, D. ADDITIONAL DEFENSE COVERAGE**, of the Liability Coverage Terms and Conditions:

The Company's maximum liability for **Defense Expenses** for all **Employed Lawyer Claims** paid pursuant to the **Additional Defense Limit of Liability** will not exceed the Employed Lawyer Claims Limit of Liability set forth in ITEM 5 of the Declarations. Such **Defense Expenses** will be part of, and not in addition to, the Employed Lawyer Claims Limit of Liability set forth in ITEM 5 of the Declarations and such Employed Lawyer Claims Limit of Liability will be reduced and may be exhausted by payment of such **Defense Expenses** under the **Additional Defense Limit of Liability**.

3. The following are added to the **DEFINITIONS** section of the **Liability Coverages**:

Employed Lawyer means any employee of the **Insured Organization** who is admitted to practice law and who the **Insured Organization** employs on a full time, salaried basis. The status of an individual as an **Employed Lawyer** shall be determined as of the date of the alleged **Wrongful Act**.

Employed Lawyer Claim means any **Claim** for a **Wrongful Act** by any **Employed Lawyer** in the rendering of, or failure to render, professional legal service for the **Insured Organization** in the **Employed Lawyer's** capacity as a lawyer for the **Insured Organization**, but only if such **Employed Lawyer** is named in a **Claim** that is also brought and continuously maintained against any:

1. **Insured Organization**;
2. one or more past, present or future duly elected or appointed member of the board of directors, officer, or a functional equivalent to a member of the board of directors or officer of the **Insured Organization**; or
3. estate, heir, legal representative, or assign of such natural person named in 2., in the event of the death, incapacity or bankruptcy of an **Insured Person**.

Employed Lawyers Claim does not include any **Wrongful Act** in connection with any activities by such **Employed Lawyer** that:

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1. are not related to such **Employed Lawyer's** employment with the **Insured Organization**;
2. are not rendered on behalf of the **Insured Organization** at the **Insured Organization's** written request; or
3. are performed by the **Employed Lawyer** for others, whether or not for a fee.

4. The following is added to the **EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS**, section of the **Liability Coverages**:

The Company will not be liable for **Loss** for any **Employed Lawyer Claim** based on or arising out of any fact, circumstance, situation, event, or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding as of **June 16, 2024** or activity by an **Employed Lawyer** as an officer or director of any entity, other than the **Insured Organization**;

5. The following is added to the **CONDITIONS, C. PRESUMPTION OF INDEMNIFICATION**, section of the **Liability Coverages**:

The **Insured Organization** will be conclusively deemed to have indemnified any **Employed Lawyer** for coverage that is provided by this endorsement to the extent that such indemnification is permitted or required pursuant to applicable common or statutory law, by contract or charter, or by-law of the **Insured Organization**.

6. The following is added to the **CONDITIONS, D. OTHER INSURANCE AND INDEMNIFICATION**, section of the **Liability Coverages**:

Coverage provided under this endorsement is specifically excess over any other lawyer's professional insurance, legal malpractice, or errors and omissions insurance and will only drop down and be primary insurance in the event of exhaustion of such other insurance due solely to losses paid there under.

7. The following is added to ITEM 5 of the Declarations:

Employed Lawyers Claims Limit of Liability: **\$1,000,000** for all Employed Lawyers Claims
Employed Lawyers Claims Limit of Liability: **\$1,000,000** for each Employed Lawyers Claim

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADD VICARIOUS LIABILITY DEFENSE EXPENSE COVERAGE FOR SCHEDULED ENTITY(IES)
ENDORSEMENT**

This endorsement modifies the following:

Private Company Directors and Officers Liability

It is agreed that:

Solely with respect to the **Liability Coverage(s)** listed below:

1. Such **Liability Coverage** subject to all of its terms, conditions, and limitations, will be extended to apply to coverage for **Defense Expenses** resulting from any **Claim** made against any Scheduled Entity listed below, but only if and so long as:
 - a. such **Claim** results from a **Wrongful Act** actually or allegedly committed solely by any **Insured**;
 - b. such **Insured** and the Scheduled Entity are represented by the same counsel in connection with such **Claim**; and
 - c. such **Insured** is included as a co-defendant in connection with such **Claim**.

No Scheduled Entity will, by reason of this endorsement, have any greater right to coverage under the **Liability Coverage** than any **Insured**.

2. The following is added to **EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS**, of the **Liability Coverage**:

The Company will not be liable for **Loss** for any **Claim** against any Scheduled Entity listed below for any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by:

- a. such Scheduled Entity, or
- b. any natural person who was, is, or becomes a member of the board of directors or board of managers, trustee, officer, managing member, general partner, employee or functional equivalent thereof of any Scheduled Entity; provided this exclusion will not apply to any **Insured Person** under this **Liability Policy** while acting in his or her capacity as an **Insured Person**.

LIABILITY COVERAGE	SCHEDULED ENTITY
Private D&O	Apoyo Financial, LLC
Private D&O	Tricolor Auto Acceptance, LLC
Private D&O	Tricolor Financial, LLC
Private D&O	Tricolor California Auto Acceptance, LLC

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Private D&O

Tricolor Insurance Agency

Private D&O

Tricolor Home Loans, LLC dba Tricolor Mortgage TX,
LLC

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LENDER LIABILITY EXCLUSION ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability

It is agreed that:

1. The following is added to section **DEFINITIONS** of the **Liability Coverage**:

Loan Servicing means the servicing of any loan, lease, or extension of credit (whether consumer or commercial, and including loans, leases and extensions of credit related to mortgage or investment banking, and to leveraged or management buyouts). **Loan Servicing** also includes:

1. record keeping, billing or disbursements of principal or interest,
2. receipt or payment of insurance premiums and taxes,
3. credit reporting or statements of a customer's creditworthiness, or
4. appraising, determining the depreciation amount of, or projecting the future value of, residential or other property,

in connection with the servicing of any loan, lease or extension of credit.

2. The following exclusions are added to section **EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS** of the **Liability Coverage**:

The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any:

- a. purchase, sale, origination, participation, grant, commitment, restructuring, termination, transfer, repossession or foreclosure of any loan, lease, extension of credit, or the failure to do any of the foregoing;
- b. rendering or failing to render advice in connection with any loan, lease or extension of credit;
- c. restructuring act, termination, transfer, repossession or foreclosure;
- d. operation or control of any entity or property that the **Insured** acquired as security or collateral for any loan, lease or extension of credit; or
- e. **Loan Servicing**.

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The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any violation of federal or state laws or regulations relating to extensions or denials of credit, including the Truth-in-Lending Act, Equal Credit Opportunity Act, Fair Credit Reporting Act, Fair Debt Collection Practices Act, the Home Owners Equity Protection Act of 1994, Fair Credit Billing Act, or usury laws or regulations.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND SETTLEMENT CONDITION ENDORSEMENT

This endorsement changes the following:

Private Company Directors and Officers Liability, Employment Practices Liability

It is agreed that:

The following replaces section **CONDITIONS, SETTLEMENT** of the **Liability Coverage**:

The Company may only settle a **Claim** with the written consent of the **Insured**, which will not be unreasonably withheld.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement modifies insurance provided under the following if applicable:

Liability Policy
Kidnap and Ransom Policy
Identity Fraud Expense Reimbursement Policy

It is agreed that:

The CANCELLATION section of this policy is replaced by the following:

CANCELLATION

The Company may cancel this policy for failure to pay a premium when due, in which case **(twenty) (20)** days (number of days must equal or exceed twenty (20) days) written notice, shall be given to the **Named Insured or Insurance Representative**, unless payment in full is received within twenty (20) days of the **Named Insured or Insurance Representative's** receipt of such notice of cancellation. The Company shall have the right to the premium amount for the portion of the **Policy Period** during which this policy was in effect.

Subject to the provisions set forth in Liability Coverage Terms and Conditions Section III. CONDITIONS K. CHANGE OF CONTROL, if applicable, the **Named Insured or Insurance Representative** may cancel any coverage by mailing the Company written notice stating when, thereafter, not later than the Expiration Date set forth in ITEM 2 of the Declarations, such cancellation will be effective. In the event the **Named Insured or Insurance Representative** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

The Company will not be required to renew this policy upon its expiration. If the Company elects not to renew, it will provide to the **Named Insured or Insurance Representative** written notice to that effect **(sixty) (60)** days (number of days must equal or exceed sixty (60) days) before the Expiration Date set forth in ITEM 2 of the Declarations.

If notice is delivered or mailed later than the sixtieth (60th) day before the Expiration Date, the coverage shall remain in effect until the sixty-first (61st) day after the date on which the notice is delivered or mailed. Earned premium for any period of coverage that extends beyond the Expiration Date of the policy shall be computed pro rata based on the previous year's rate.

Cancellation and nonrenewal notices will provide a written statement fully explaining any decision which adversely affects the **Named Insured or Insurance Representative**. The Company must state the following:

- A. the precise incident, circumstances or risk factor(s) applicable to the policyholder that violates the guidelines;
- B. the source of information the Company relied on regarding the incident, circumstances or risk factor(s); and
- C. specifically, any other information deemed relevant by the Commissioner.

We may not cancel or refuse to renew a policy or contract of insurance based solely on the fact that the policyholder in question is an elected official.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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