

Fill in this information to identify the case:

Debtor 1 Tricolor Auto Group, LLC

Debtor 2 _____
 (Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas

Case number 25-33496-mv17

Official Form 410

Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

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

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? DB & BB Properties, L.P.
 Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

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

3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) <u>Audrey L. Hornisher, Clark Hill PLC</u> Name <u>901 Main Street, Suite 6000</u> Number Street <u>Dallas, Texas 75202</u> City State ZIP Code Contact phone <u>(214) 651-2056</u> Contact email <u>ahornisher@clarkhill.com</u> Uniform claim identifier (if you use one): _____	<u>DB & BB Properties, L.P., Attn: Debra Baum</u> Name <u>REDACTED</u> Number Street <u>REDACTED</u> City State ZIP Code Contact phone <u>(817) 966-2200</u> Contact email <u>dbaum13@yahoo.com</u>

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

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



Part 2:	Give Information About the Claim as of the Date the Case Was Filed
6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	<u>\$339,807.90</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Lease. See attached Claim Summary.</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) ____% <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. <u>\$20,000.00</u>
11. Is this claim subject to a right of setoff?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Identify the property: <u>\$17,500.00 Security Deposit</u>

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? No Yes. Check all that apply:

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

<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	Amount entitled to priority \$ _____
<input type="checkbox"/> Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input checked="" type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(2) that applies.	<u>\$53,334.33</u>

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

Part 3: Sign Below

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

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

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

Check the appropriate box:

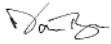
I am the creditor.
 I am the creditor's attorney or authorized agent.
 I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
 I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date Feb 25, 2026
MM / DD / YYYY


 box SIGN _____
 Signature 1525LR5K-4YQJVZRL

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

Name Daniel W. Baum Jr.
First name Middle name Last name

Title President

Company DB & BB Properties, L.P.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address REDACTED
Number Street

REDACTED
City State Zip Code

Contact phone (817) 966-2200 Email dbaum13@yahoo.com

CLAIM SUMMARY

Debtor: Tricolor Auto Group, LLC
Case No. 25-33496-mv17
Creditor: DB & BB Properties, L.P.

I. Background

On November 1, 2020, Tricolor Auto Group, LLC (the “**Debtor**”) entered into the *Lease Agreement* (the “**Lease Agreement**”) with DB & BB Properties, L.P. (“**DB & BB**”) to lease the premises located at 100 East Airport Freeway, Irving, Texas (the “**Premises**”). Prior to September 10, 2025 (the “**Petition Date**”), the Debtor elected to extend the lease term to October 31, 2030 (the “**Option to Extend**”). Pursuant to the Lease Agreement, as extended, the Debtor is obligated to DB & BB for monthly rent and additional rent including taxes, utilities, and insurance (the “**Lease Obligations**”). Copies of the Lease Agreement and Option to Extend are attached as **Exhibit A**.

II. Pre-Petition Claim

Under the terms of the Lease Agreement, DB & BB is entitled to the payment of the Lease Obligations accrued as of the Petition Date. Accordingly, DB & BB is entitled to the payment of **\$26,293.57** for unpaid rent and property taxes (the “**Outstanding Pre-Petition Amounts**”). Attached as **Exhibit B** is an account statement reflecting the Outstanding Pre-Petition Amounts. Additionally, attached as **Exhibit C** are the property tax balance statements from Dallas County and Irving ISD reflecting the property taxes for 2025.

III. Post-Petition Claim

Pursuant to 11 U.S.C. § 503(b)(7), DB & BB is entitled to payment of the Lease Obligations that became due and owing or accrued post-petition and until the effective date of rejection of the Lease Agreement. Accordingly, DB & BB is entitled to an administrative expense claim of **\$53,334.33** (the “**Outstanding Post-Petition Amounts**”) for Lease Obligations accrued between the Petition Date and November 19, 2025.¹ The Outstanding Post-Petition Amounts are reflected in the attached **Exhibits B** and **C**.

IV. Rejection Damages

Pursuant to the *Stipulation and Agreed Order for Lease Rejection* [Dkt. No. 447] (the “**Stipulation**”) the Lease Agreement was rejected. The effective date of the rejection was November 19, 2025. Accordingly, DB & BB is entitled to the damages incurred as a result of the rejection of the Lease Agreement. Under the Lease Agreement, DB & BB is entitled to collect up to the amount of the rent reserved under the Lease Agreement due to the Debtor’s rejection.

¹ Pursuant to the Stipulation (defined below), DB & BB is permitted to seek payment of an administrative expense claim through this claim without the need to file a separate pleading.

Even though under the Lease Agreement DB & BB is entitled to up to the rent reserved under the Lease Agreement, Section 502(b)(6) of the Bankruptcy Code limits its allowed claim to the Outstanding Pre-Petition Amounts, Outstanding Post-Petition Amounts, and

(A) the rent reserved by such lease, without acceleration, for the greater of one year, or 15 percent, not to exceed three years, of the remaining term of such lease, following the earlier of—

(i) the date of the filing of the petition; and

(ii) the date on which such lessor repossessed, or the lessee surrendered, the leased property ...

One year of rent reserved is \$256,500.00, and 15 percent of the remaining term of the lease, not to exceed three years, is \$192,000.00. Accordingly, pursuant to the restrictions of the Bankruptcy Code, DB & BB is entitled to **\$256,500.00** for one year of Lease Obligations under the Lease Agreement (“**Rent Reserved**”) from the Petition Date.

Additionally, DB & BB has incurred expenses to return the Premises to a lettable condition in the amount of **\$3,680.00** (the “**Additional Expenses**”). Details pertaining to the Additional Expenses are provided on **Exhibit B**.

V. Total Claim

The total claim of DB & BB incorporating the Outstanding Pre-Petition Amount, Outstanding Post-Petition Amount, and Rent Reserved is **\$339,807.90**, as outlined below:

Outstanding Pre-Petition Amounts:	\$ 26,293.57
Outstanding Post-Petition Amount:	\$ 53,334.33
Rent Reserved:	
<i>Monthly Lease Obligations: \$20,000 x 1 month</i>	
<i>\$21,500 x 11 months</i>	\$256,500.00
Additional Expenses:	<u>\$ 3,680.00</u>
Total:	<u>\$339,807.90</u>

VI. Reservation of Rights

DB & BB reserves the right to amend or supplement this claim. DB & BB specifically reserves the right to amend this claim to supplement with additional damages that are a result of the rejection of the Lease Agreement including the costs to restore and repair damages to the premises that have not yet been determined or incurred. This claim does not waive or release: (i) any claim, right or interest of DB & BB against any person or entity, including individuals and entities executing guaranty agreements, (ii) any lien, right, interest or security interest in any property, or (iii) any collateral for amounts owed to DB & BB.

EXHIBIT A

LEASE AGREEMENT

This Lease Agreement (this "Lease") is made effective November 1, 2020 (the "Lease Date"), by and between **DB & BB PROPERTIES, L.P.**, a Texas limited partnership ("Landlord") whose address is **REDACTED** and **TRICOLOR AUTO GROUP, LLC**, a Delaware limited liability company ("Tenant") whose address is 1111 West Mockingbird Ln Suite 1500 Dallas Texas 75247.

RECITALS

1. Landlord owns that certain commercial real property located at 100 E. Airport Freeway in Irving, Texas and described in Exhibit A attached hereto, including the land, building and all other improvements constructed thereon and all rights relating thereto (the "Property").
2. Tenant seeks to lease and occupy the Property for an initial term of five years and to use the Property for commercial purposes permitted by applicable laws, including retail used car sales and financing.
3. Landlord and Tenant seek to enter into a written agreement that states all the terms and conditions for the lease of the Property by Landlord to Tenant.

NOW, THEREFORE, in consideration of the respective covenants of the parties stated herein and the respective performances of the parties required hereby, Landlord and Tenant hereby mutually agree to the following, effective as of the Lease Date:

Section 1. Grant of Leasehold Interest.

1.1 Grant. Under the terms and conditions stated in this Lease, Landlord hereby leases the Property to Tenant and Tenant hereby leases the Property from Landlord.

1.2 Property Leased "AS IS". Tenant has inspected the Property and is familiar with its condition. Tenant accepts the Property "AS IS, WHERE IS AND WITH ALL FAULTS" and without any representation or warranty whatsoever by Landlord. The Property is subject to any and all encumbrances filed in the Official Public Records of Dallas County, Texas and any and all applicable rules, regulations and laws promulgated by all governmental authorities.

Section 2. Term; Extensions and Surrender.

2.1 Term. Though the Lease is effective as of the Lease Date, the term of the Lease and Tenant's right to occupy and use the Property (the "Term") shall commence on November 1, 2020 (the "Commencement Date") and expire on October 31, 2025 (the "Expiration Date"), subject to the extensions in Section 2.2 below.

2.2 Extension Options. Landlord hereby grants to Tenant three options to extend the Term and Expiration Date for five additional years each (the "Extension Option"). To exercise an

Extension Option, Tenant shall deliver written notice to Landlord no later than one hundred eighty (180) days prior to the Expiration Date, as same may be extended (the "Renewal Notice"). Exercise of each Extension Option is expressly conditioned on the Lease being in full force and effect, and there being no Event of Default under the Lease, at the time of delivery of the Renewal Notice. On delivery of the Renewal Notice, and subject to the conditions set forth herein, the Lease shall be extended without the necessity of the execution of any further instrument or document. Each Extension Option shall commence on the expiration date of the initial Term (or then extended term per any Extension Option, if applicable) of the Lease and shall be upon the same terms, covenants and conditions as provided in the Lease, as may have been amended, except that the Base Rent during the extended Term shall be as set forth in Section 3.1. Any termination of the Lease during any part of the Term shall terminate all Extension Options.

2.3 Holding Over and Surrender. Upon the expiration or earlier termination of this Lease Tenant shall immediately surrender the Property and all keys to the Property to Landlord, together with all improvements, but Tenant may remove Tenant's furniture, fixtures that are severable from the Improvements without damage thereto, equipment and signs. Tenant shall surrender the Property in good order, condition and repair, except for ordinary wear and tear. Tenant shall, at its expense, promptly repair any damage caused by removal of its property. Unless Tenant has properly exercised an Extension Option, during the last 180 days of the Term, Landlord shall have the right to place one or more "For Lease" signs on the Property. If Tenant fails to vacate the Property prior to the Expiration Date (as same may be extended), Base Rent shall increase by 150%.

Section 3. Rent.

3.1 Base Rent. Tenant shall pay to Landlord rent during the Term (the "Base Rent"). Base Rent shall be payable in advance on the first day of each and every calendar month during the Term. Base Rent shall be prorated for any period of time during the Term that is less than a full calendar month. Base Rent shall be payable according to the following schedule:

Years 1-3 of Initial Term (November 2020 through October 2023) - \$17,500/month
Year 4-5 of Initial Term (November 2023 through October 2025) - \$20,000/month
Years 6-10 - First Extension (November 2025 through October 2030) - \$21,500/month
Years 11-15 - Second Extension (November 2030 through October 2035) - \$23,000/month
Years 16-20 - Third Extension (November 2035 through October 2040) - \$24,500/month

3.2 Additional Rent. In addition to the Base Rent, Tenant shall pay when due all amounts required by this Lease, including (without limitation) Sections 4 and 5 of this Lease, so that Landlord receives the Base Rent net of all taxes, insurance premiums and maintenance expenses and all other costs and expenses incurred in connection with the occupancy, use, operation, maintenance and repair of the Property incurred or accrued during the Term (the "Additional Rent"). Base Rent and Additional Rent are sometimes collectively referred to herein as "Rent".

3.3 Security Deposit. On or before the Commencement Date, Tenant shall deposit with Landlord a cash Security Deposit in the amount of \$17,500. Landlord may apply all or part of the Security Deposit to any unpaid rent or other charges due from Tenant or to cure any other defaults of Tenant. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security

Deposit to its full amount within ten (10) days after Landlord's written demand. Tenant's failure to restore the full amount of the Security Deposit within the time specified shall be a default under this Lease. No interest shall be paid on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts and no trust relationship is created with respect to the Security Deposit. Upon any termination of this Lease not resulting from Tenant's default, and after Tenant has vacated the Property in the manner required by this Lease, Landlord shall refund the unused portion of the Security Deposit to Tenant.

Section 4. Taxes and Utilities.

4.1 Taxes.

4.1.1 Additional Rent payable by Tenant will include all "Taxes", which shall mean all ad valorem and other taxes, capital levies, assessments, governmental charges, stamp taxes, sales taxes, use taxes, or excise taxes and any other such charges as laid, levied, assessed, or imposed by any governmental authority upon the Property, the use or occupancy thereof, the sale or use of goods and services furnished thereto, personal property within the Property, the Lease, the Rent, or the leasehold estate during the Term. Except as set forth in Section 4.1.2 hereafter, Tenant shall pay prior to their respective due dates directly to the taxing authorities all of such Taxes. Tenant shall promptly deliver to Landlord written evidence of payment of all taxes prior to their delinquency.

4.1.2 If requested by Landlord in writing (but only in such event), in lieu of having Tenant pay such Taxes (or any portion thereof) directly to the taxing authority, at the discretion of Landlord, Landlord may require Tenant, on the first day of each calendar month during the Term, to pay one-twelfth (1/12th) of Landlord's reasonable estimate of Taxes (or portion thereof) for such calendar year to Landlord (hereafter called the "Tax Escrow"). No interest shall be paid on the Tax Escrow. Landlord shall not be required to keep the Tax Escrow separate from its other accounts and no trust relationship is created with respect to the Tax Escrow. In such event, Landlord will pay all Taxes promptly when due and shall be entitled to draw funding for such payments from the Tax escrow account to the extent of its balance; and Tenant shall be responsible for reimbursing Landlord for the payment of any deficiency due to the taxing authority. Any funds remaining in the Tax escrow account upon termination of the Lease will be paid to Landlord to the extent of Taxes accrued for any portion of the Term, with any remaining balance being returned to Tenant.

4.1.3 Landlord or Tenant may contest the amount or validity of any Taxes and assessments levied or assessed on the Property or the Rent and to bring or defend any actions involving the amount or validity of any said taxes in its own name or, if required and subject to the other party's prior consent, in the name of the other party; provided, however, in the event of a protest by Tenant, Tenant shall indemnify Landlord from any reasonable expense (including reasonable attorney's fees) or liability arising out of such contest, pursues such contest in good faith and with due diligence, posts any bond or security required by law in connection with such contest, gives Landlord prompt written notice of its intention to contest, and takes no action which will cause or allow the institution of any foreclosure proceedings or similar action against the Property. Notwithstanding the above, Landlord shall not be required to join in any proceedings or

contest brought by Tenant unless the provisions of the law require that the proceeding or contest be brought by or in the name of Landlord or the owner of the Demised Property; in that case, Landlord shall, at Tenant's expense, cooperate in the institution and prosecution of any such proceedings initiated by Tenant and will execute any documents which Landlord may be reasonably required to execute and will make any reasonable appearances which Landlord may be required to make in connection with such proceedings. If, during the protest period, any Default under this Lease occurs and the protested taxes or assessments have not been paid, then, at the request of Landlord, Tenant shall furnish to Landlord a surety bond issued by an insurance company qualified to do business in the state where the Demised Property are located. The amount of bond shall equal one hundred fifty percent (150%) of the total amount of taxes in dispute. The bond shall hold Landlord and the Property harmless from any damage arising out of the proceeding or contest and shall insure the payment of any judgment that may be rendered.

4.2 Utilities. Additional Rent payable by Tenant shall include, and from and after the Commencement Date Tenant shall pay when due, all charges for utilities services provided to the Property and used by Tenant. Tenant shall provide all deposits required by public utilities to provide utilities services to the Property during Tenant's use of the Property. Tenant shall have the Utilities placed in Tenant's name and billed directly to Tenant. Landlord shall not be liable for, and Tenant shall not be entitled to, any abatement or reduction of Rent by reason of any failure of any utilities or services. In the event of any failure, stoppage or interruption thereof, it shall be Tenant's responsibility to resume service promptly.

Section 5. Insurance, Casualty, Condemnation and Indemnification.

5.1 Insurance. Tenant shall, at Tenant's expense, obtain and keep in full force during the term of this Lease the following insurance policies:

(a) A commercial general liability insurance policy with combined single limit bodily injury, property damage insurance and contractual liability insuring Tenant (with Landlord and its mortgagee, if any, as additional insureds) against any liability arising out of the ownership, use, occupancy, or maintenance of the Property and all of its appurtenant areas in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence.

(b) An all-risk property insurance policy protecting against all risks of physical loss or damage, including coverage for the perils enumerated under the policy definition of fire, lightning, and extended coverage for an amount equal to one hundred percent (100%) of the full replacement cost of improvements situated on the Property, written on a replacement cost basis and with a replacement cost endorsement (without depreciation).

(c) A personal property insurance policy providing protection for any improvements made by the Tenant to the Property as well as the trade fixtures, equipment and personal property of Tenant.

Any insurance required of Tenant under this Lease may be furnished by Tenant under a "Blanket Policy" carried by it. Such Blanket Policy shall contain an endorsement that names Landlord, any managing agent and any mortgagee of Landlord as an "additional insured," references the Property, guarantees a minimum limit available for the Property equal to the insurance amounts required in this Lease, and otherwise satisfy each and every policy requirement required for the insurance policies to be provided by Tenant as provided herein. All insurance secured by Tenant under this Lease by Tenant shall comply with the following:

- (a) Shall be issued by companies holding a general policyholder's rating of at least "A-X" as set forth in the most current issue of Best's Insurance Guide and authorized to do business in the state where the Property is located; if this publication is discontinued, then another insurance rating guide or service generally recognized as authoritative shall be substituted by Landlord;
- (b) Provide that the insurance may not be cancelled or materially reduced in the scope or amount of coverage unless 30 days prior written notice is given to Landlord;
- (c) Contain a clause that such policy and the coverage evidenced thereby shall be "primary" with respect to any policies carried by Landlord, and that any coverage carried by Landlord shall be excess insurance; and
- (d) Contain an endorsement that names Landlord, any managing agent and any mortgagee of Landlord as an "additional insured."

On or before the Commencement Date Tenant shall provide to Landlord certificate(s) of insurance evidencing the coverages set forth herein; and, Tenant shall, at least 30 days prior to the expiration of such policies, furnish Landlord with renewal certificates of insurance or renewal binders. If Tenant fails to maintain the insurance required of Tenant and to be paid for by Tenant pursuant to this Section, Landlord shall have the right, but not the obligation, to obtain such insurance coverage and Tenant shall be responsible to Landlord for the payment of the cost of the amount paid by the Landlord upon receipt of an invoice, the amount being considered as Additional Rent.

5.2 Casualty Loss. If the Property (or any part thereof) shall be damaged by fire or any other casualty (herein a "**Casualty Loss**"), Tenant shall give prompt written notice thereof to Landlord. In the event of a Casualty Loss, and provided Landlord's mortgagee, if any, does not demand all of such insurance proceeds, Tenant shall proceed to repair and restore the Property to substantially the same condition as existed before the damage utilizing the proceeds of insurance received by Tenant. Rent shall not be abated, and Tenant shall proceed with reasonable promptness to repair and restore the Property, subject to zoning laws and building codes then in effect. Notwithstanding the above, if the Casualty Loss occurs during the last six months of the Term then upon written notice to Landlord, Tenant may, in its discretion, elect to terminate the Lease and surrender all insurance proceeds to Landlord.

5.3 Condemnation. If a portion of the Property shall be permanently taken or condemned by any competent authority for any public or quasi-public purpose ("Condemnation"), then: (i) this

Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever is later, and (ii) all proceeds payable as a result of such Condemnation shall be payable to Landlord. Tenant shall give Landlord prompt written notice of any notice it receives related to any such Condemnation. In the event such Condemnation is of the whole Property or of a material portion so that the remainder of the Property is, in a material respect, substantially unusable for Tenant's current use, then this Lease shall, at the option of Landlord or Tenant, upon written notice to the other given within 15 days after such Condemnation, forthwith cease and terminate as of the date of such Condemnation. If the Condemnation does not render a material portion of the Property unusable for Tenant's current use, then this Lease shall continue in full force and effect and Rent shall be reduced by an equitable amount, taking into consideration the type of property taken (e.g. improvements, usable parking area or unusable landscape area, etc). In the event of a condemnation of a portion of the Property and such Condemnation does not result in the termination of this Lease, then Tenant shall repair and restore any damage to the Property resulting from the Condemnation. A "material portion" shall mean more than 10% of the total area of the Property.

5.4 Indemnity. From and after the Commencement Date, Landlord shall not be liable or responsible to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, pandemic, strike, insurrection, war, court order, requisition, or order of governmental body or authority, or for any damage or inconvenience which may arise through repair or alteration of any part of the Property, or failure to make any repairs during the Term, except arising out of the gross negligence or willful misconduct of Landlord. Landlord shall not be liable to Tenant or to Tenant's agents, contractors, employees or invitees for any damage to person or property caused by any act, omission, neglect or misconduct of Tenant, its agents, contractors, employees or invitees during the Term. **TENANT SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND LANDLORD FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITY AND EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S AND OTHER PROFESSIONAL FEES, IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY AND/OR DAMAGE TO PROPERTY, ARISING FROM OR OUT OF THE OCCUPANCY OR USE BY TENANT OF THE PROPERTY, OCCASIONED WHOLELY OR IN PART BY ANY ACT OR OMISSION OF TENANT, ITS AGENTS, CONTRACTORS, EMPLOYEES OR INVITEES DURING THE TERM, EXCEPT AND ONLY TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR ITS EMPLOYEES OR AGENTS OR BY THE BREACH OF A REPRESENTATION OR WARRANTY OF LANDLORD STATED IN THIS LEASE. THIS INDEMNITY SHALL SURVIVE TERMINATION OF THIS LEASE**

5.5 Waiver of Subrogation. Landlord and Tenant severally waive any and every claim which arises or may arise in its favor and against the other during the term of this Lease for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Property, which loss or damage is covered by valid and collectible fire and extended coverage, general liability, liquor liability or worker's compensation insurance policies, to the extent that such loss or damage is recoverable thereunder. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Landlord and Tenant severally agree immediately to give to each insurance company which has issued to it policies of insurance, written notice of the terms of said mutual waivers, and to have

said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.

Section 6. Maintenance and Alterations.

6.1 Maintenance. Tenant shall at its sole costs and expense, maintain and repair the Property and all improvements located thereon in good condition, normal wear and tear excepted, including without limitation, the following: (i) the repair and/or replacement of any damage, vandalism or injury done to the Property; (ii) all structural and non-structural components of the improvements and all of their components, to all maintenance, replacement and repair to the roof, outer walls and its electrical, plumbing, heating, ventilating, air conditioning and other operating systems; (iii) the maintenance and/or replacement of all fixtures and equipment (HVAC, fire and alarm systems, etc.); (iv) the maintenance of all outdoor areas, including parking areas, driveways, sidewalks, landscaping, and irrigation systems; and (v) changes required to comply with any changes in applicable law. Tenant shall not commit waste of the Property. Landlord shall have no obligation for any maintenance or repairs of the Property.

6.2 Alterations. Tenant may at its sole costs and expense make non-structural alterations to the Property (i.e., alterations which do not require governmental permits). Except as otherwise set forth herein, Tenant shall not make any structural alterations (i.e., alterations which require governmental permits) to the Property without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord hereby consents to Tenant's installation of signage fixtures on the Property consistent with applicable law. Tenant shall be solely responsible for all costs associated with any alterations or additions to the Property performed by or for Tenant. All alterations, additions and improvements in or to Property, excluding removable signs, shall become the property of Landlord and shall be surrendered to Landlord upon the termination or expiration of this Lease, provided that if Tenant is not in default under this Lease, Tenant may remove all of its trade fixtures that are severable from the Property without damage to the existing Improvements.

6.3 Indemnification. Tenant shall indemnify, hold harmless and defend Landlord from and against any and all claims, losses, liabilities, costs, damages and expenses (including attorneys' fees and costs) arising out of or relating to any alterations, additions or improvements made by Tenant in or to the Property, notwithstanding Landlord's prior written consent thereto. Tenant agrees that it will make full and prompt payment of all sums necessary to pay for the costs of all repairs and permitted alterations, additions, improvements, changes and other work done by Tenant in or to the Property and further agrees to indemnify, save harmless and defend Landlord from and against any and all costs and liabilities incurred by Landlord and against any and all construction, mechanic's and materialmen's liens which may be asserted, claimed or charged against all or any part of the Property arising out of or from such work. In the event any notice, claims or lien shall be asserted or recorded against the interest of Landlord in the Property on the account of any improvement or work made or done by or at the instance of Tenant, then Tenant agrees to have such notice, claim or lien canceled, discharged, released or transferred to other security in accordance with applicable law within 10 days after notice to Tenant by Landlord, and in the event Tenant fails to do so, Tenant shall be considered in default under this Lease. Tenant

shall obtain any and all governmental permits as may be required prior to any of its alterations to the Property.

Section 7. Transfers.

7.1 Tenant Transfers.

7.1.1 Tenant may not assign this Lease, nor sublease the Property or any part thereof, without the prior written consent of Landlord.

7.1.2 Prior to any assignment or subletting, Tenant must provide Landlord in writing: (i) the name and address of the proposed subtenant or assignee; (ii) the nature of the proposed subtenant's or assignee's business it will operate in the Property; (iii) the terms of the proposed sublease or assignment; and (iv) reasonable financial information so that Landlord can evaluate the proposed subtenant or assignee.

7.1.3 Subleases and assignments by Tenant are also subject to (a) the terms of this Lease; (b) the term not extending beyond the Lease Term; (c) Tenant shall remain and continue to remain primarily and fully liable hereunder; and (d) any consent by Landlord to a particular assignment or sublease shall not constitute Landlord's consent to any other or subsequent assignment or sublease.

7.2 Landlord Transfers. Landlord may transfer the Property or partial interests therein and/or interests in Landlord from time to time, including without limitation, transfers to affiliates of Landlord or its principals, family members of Landlord's principals or trusts for the benefit of the foregoing (collectively, the "Landlord Assignees"). In the event that Landlord sells, assigns or otherwise transfers, in whole or part, Landlord's interest in the Property or this Lease, Landlord shall be released from any and all further liability to Tenant hereunder accruing after the date of the transfer, provided the transferee is solvent and assumes all obligations of Landlord hereunder accruing after the date of the transfer.

7.3 Landlord Financing. This Lease and all the rights of Tenant hereunder shall be and are hereby subject and subordinate to the lien of any and all mortgages and other voluntary security instruments that may now or hereafter affect the Property or any part thereof, and any and all renewals, modifications, consolidations, replacements and extensions thereof. The foregoing provision shall be self-operative, and no further instrument of subordination will be required in order to effect it. Notwithstanding any other provision of this paragraph, any such subordination by Tenant is and shall be with the understanding that so long as Tenant is not in default of its obligations under this Lease, the tenancy provided for herein shall continue in full force and effect and Tenant shall be permitted to occupy the Property under the terms hereof notwithstanding any default by Landlord under such mortgage or security instruments, or any transfer of title to the Property by foreclosure, deed-in-lieu of foreclosure or otherwise. If any holder of any mortgage or other security instrument succeeds to Landlord's interest in the Property, Tenant will pay to it all Rent subsequently payable under this Lease. Tenant will, upon request of anyone so succeeding to the interest of Landlord, automatically become the Tenant of and attorn to such successor in interest without changing this Lease. Tenant shall within 10 days of request of Landlord

acknowledge in writing such subordination and attornment agreement as may be required by Landlord's mortgagee or security instrument holder. Within 10 calendar days after written request from Landlord, Tenant shall execute, acknowledge and deliver to Landlord a statement in writing attesting to such matters regarding the status of this Lease as Landlord may reasonably request.

Section 8. Representations, Warranties and Covenants.

8.1 Tenant. Tenant hereby represents, warrants and covenants unto Landlord the following:

8.1.1. Tenant is solvent as of the date hereof, is qualified and authorized to do business in the state where the Property is located, and the person executing this Lease is fully authorized and empowered to execute this Lease and to bind Tenant thereby. This Lease, when executed and delivered, shall be valid and binding upon Tenant.

8.1.2. Tenant shall use and operate the Property in compliance with all applicable federal, state and municipal laws, rules and regulations, whether now existing or hereafter enacted (“Laws”). Tenant shall indemnify, defend and hold Landlord harmless from and against any and all damages, claims, liens, liabilities and costs including reasonable attorney fees incurred by Landlord as a result of Tenant’s failure to use and operate the Property in compliance with this Section.

8.1.3 Without limiting the other applicable provisions of this Lease, Tenant shall comply with any applicable law, statute, ordinance, order, rule, regulation, decree or requirement of the United States, the State of Texas and any other government, governmental agency, or quasi governmental agency with jurisdiction over the Property, Landlord, Tenant, or any of their respective activities relating to health, safety or the environment (the “**Environmental Laws**”), including without limitation the application for and maintenance of all required permits, the submittal of all notices and reports, proper labeling, training and record keeping, and timely and appropriate response to any release or other discharge of a substance under Environmental Laws. In no way limiting the generality of the foregoing, Tenant shall not cause or permit the use, generation, storage or disposal in or about the Property, of any substances, materials or wastes subject to regulation under legal requirements from time to time in effect concerning hazardous, toxic or radioactive materials (the “**Hazardous Materials**”). Tenant shall immediately notify Landlord of the presence of any hazardous substance, extremely hazardous substance or toxic pollutant on or about the Property. Tenant shall indemnify, protect, defend (with counsel reasonably approved by Landlord) and hold Landlord and its partners, and the respective directors, managers, officers, shareholders, members, employees and agents of Landlord and its partners, harmless from any and all obligations, claims, administrative proceedings, judgments, damages, fines, costs, and liabilities, including reasonable attorney’s fees that arise directly or indirectly from or in connection with the presence, suspected presence, release, or suspected release of Hazardous Materials or any other violation, or alleged violation, of any legal requirement, including without limitation, any environmental law, arising out of, in connection with, or by reason of the action or inaction of Tenant, or Tenant’s officers, directors, partners, agents, employees, contractors, subtenants, invitees and visitors. Notwithstanding the foregoing, Tenant shall have no liability to Landlord and shall not be required to indemnify Landlord for any claims, damages or expenses resulting from the environmental condition of the Property as of the

Commencement Date, the presence of any Hazardous Materials on the Property as of the Commencement Date or the violation of Environmental Laws occurring or accrued as of the Commencement Date.

8.2 Landlord. Landlord hereby represents, warrants and covenants to its current actual knowledge unto Tenant the following:

8.2.1. Landlord is solvent as of the date hereof and the person executing this Lease is fully authorized and empowered to execute this Lease and to bind Landlord thereby. This Lease, when executed and delivered, shall be valid and binding upon Landlord.

8.2.2. The execution and performance of this Lease will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, loan, security agreement, or any other instrument or document to which Landlord is a party, or its Property secured, or by which it may be bound or affected, or violate to the current actual knowledge of Landlord (without any duty of independent inquiry), any court, administrative or governmental regulation, ruling or order.

8.2.3. Landlord, and/or Landlord's assigns, is the sole holder of fee title to the Property and the consent of no other person is required to grant a leasehold interest in the Property to Tenant. Title to the Property is indefeasible and free of all monetary encumbrances other than the monetary liens of public record. Landlord shall cooperate, at Tenant's expense, with Tenant in obtaining, at Tenant's request and cost, a leasehold title insurance policy.

Section 9. Events of Default.

9.1 Default by Tenant. The following events shall be deemed to be "Events of Default" by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of Rent hereby reserved or other sum of money payable hereunder when due and the continuance of such failure for five days after its due date;

(b) Tenant shall fail to comply with any term, provision, or covenant of this Lease, other than the payment of Rent, and shall not cure such failure within fifteen (15) days after written notice thereof by Landlord to Tenant;

(c) Tenant shall admit in writing its inability to pay its debts as they become due or Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended;

(d) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or of the Property or any of Tenant's property located thereon; or

(e) Tenant abandons any portion of the Property.

9.2 Default by Landlord. Landlord shall be in default and breach of this Lease if Landlord

fails to perform any obligation of Landlord to be performed hereunder and such failure continues for thirty (30) days after Landlord's receipt of written notice from Tenant. If Landlord is not reasonably able to cure the default within a thirty (30) day period, Landlord will have an additional reasonable period of time to cure the default as long as Landlord commences the cure within the thirty (30) day period and thereafter diligently pursues the cure.

Section 10. Remedies.

10.1 Landlord's Remedies.

10.1.1 Upon any Event of Default by Tenant, after the expiration of any applicable cure period, Landlord may do any one or more of the following (in addition to all other rights or remedies provided herein or at law or in equity):

(a) Landlord may recover possession of the Property and remove Tenant therefrom, pursuant to and in accordance with applicable law. In addition, without being liable for prosecution or claim for damages therefore, Landlord may do whatever Tenant is obligated to do under the terms of the Lease and Tenant agrees to reimburse Landlord on demand for any reasonable expenses which Landlord may incur in effecting compliance with Tenant's obligations under the Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, unless caused by the gross negligence of Landlord or its agents or otherwise.

(b) Landlord may terminate this Lease in which case Tenant shall immediately surrender possession of the Property to Landlord. Upon such termination, Landlord shall be entitled to recover from Tenant (i) the cost of repossessing the Property (including without limitation, reasonable attorneys' fees and costs of litigation), (ii) the anticipated cost of any repairs, alterations, additions, and improvements to the Property, leasing inducements, and brokerage commissions for reletting the Property and associated attorneys' fees, (iii) all Rent accrued and unpaid for the period up to and including such date of termination, (iv) the present value of the balance of the Rent for the remainder of the Term less the present fair market rental value of the Property for the same period (taking into account all relevant factors, including market rent concessions and the time necessary to relet the Property and using a discount rate per annum equal to the interest rate on US Treasury obligations with a maturity comparable to the length of the remainder of the Term);; and (v) all other additional sums payable by Tenant or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under the provisions of this Lease, including (without limitation) all attorneys' fees and default interest. On termination of this Lease, Landlord may elect to evict all sub-tenants and others in possession, or on attornment of any sub-tenant to Landlord, to recognize such sublease as a direct lease between the sub-tenant and Landlord.

(c) Landlord may re-enter the Property and repossess this Lease without terminating this Lease, and remove all persons and property from the Property, and relet the Property or any part thereof for the account of Tenant, for such time (which may be for a term extending beyond the Term of this Lease) and upon commercially reasonable terms. In the

event of any such reletting, Landlord shall be entitled to recover from Tenant (i) the cost of repossessing the Property (including without limitation, reasonable attorneys' fees and costs of litigation), (ii) the actual cost or anticipated cost of any repairs, alterations, additions, and improvements to the Property, leasing inducements, and brokerage commissions for reletting the Property and associated attorneys' fees, (iii) all Rent accrued and unpaid for the period up to and including the date of repossession; (iv) after the date of repossession, all Rent that would be payable under this Lease if such repossession had not occurred, *less* the net proceeds, if any, of any re-letting of the Property after deducting all of Landlord's reasonable expenses in connection with such re-letting (including without limitation all reasonable repossession costs, brokerage commissions, attorneys' fees, expenses of employees, alteration and repair costs, and expenses of preparation for such re-letting;; and (v) all other additional sums payable by Tenant or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under the provisions of this Lease, including (without limitation) all attorneys' fees and default interest. Landlord may file suit to recover any such deficiency at any time or from time to time without being obliged to wait until expiration of the Term, and no recovery of any sum due Landlord will be a defense to recovery of any amount not previously reduced to judgment. No reletting of the Property will be construed as an election on the part of Landlord to terminate this Lease, which termination will occur, if at all, only by express written notice of termination to Tenant.

(d) Upon default by Tenant, Landlord may, but shall be under no obligation to, at any time thereafter, cure the default and all reasonable sums so paid by Landlord in curing the default shall be paid by Tenant to Landlord on demand.

(e) In addition to the foregoing remedies, Landlord shall have the right to change or modify the locks on the Property in the event Tenant is in default of this Lease. Landlord shall not be obligated to provide another key to Tenant or allow Tenant to regain entry to the Property unless and until Tenant pays Landlord all Rent which is delinquent. Tenant agrees that Landlord shall not be liable for any damages resulting to the Tenant from the lockout. At such time that Landlord changes or modified the lock, Landlord shall post a "Notice of Change of Locks" on the front of the Property and deliver a copy to Tenant at the address of Tenant stated herein. Such Notice shall state the following:

(i) That Tenant's monthly installment of Rent is delinquent, and therefore, under authority of this Lease, the Landlord has exercised its contractual right to change or modify Tenant's door lock;

(ii) That the Notice has been posted on the Tenant's front door by a representative of Landlord and that Tenant should make arrangements to pay the delinquent installment of Rent when Tenant picks up the key; and

(iii) That the failure of the Tenant to comply with the provisions of the Lease and the Notice, and/or tampering with or changing the door lock(s) by Tenant may subject the Tenant to legal liability.

(f) Landlord may pursue any other remedies allowed by law or equity.

10.1.2. The rights, privileges, elections and remedies of Landlord under this Lease shall be cumulative, and Landlord shall have the right to exercise such remedies at any time and from time to time singularly or in combination. The failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either at law or in equity. No act or omission by Landlord or Landlord's agents shall be deemed an acceptance of surrender by Landlord of the Property, and no agreement by Landlord to accept a surrender of the Property shall be valid unless it is in writing and signed by a duly authorized agent of Landlord.

10.2 Tenant's Remedies. Tenant shall have such other rights and remedies upon Landlord's default pursuant to applicable law. All rights and remedies of Tenant shall be cumulative and not exclusive until such default is cured.

Section 11. Payment of Rents and Giving of Notice. All amounts payable hereunder, all notices to be given to Landlord hereunder, and all instruments to be delivered to Landlord pursuant hereto shall be delivered to Landlord at the address stated on the first page hereof or such other address as Landlord shall designate in writing. All notices to be given to Tenant hereunder and all instruments to be delivered to Tenant pursuant hereto shall be delivered to Tenant at the address stated on the first page hereof or such other address as Tenant may designate in writing. Delivery of any payments may be made personally or by depositing them in the United States mail, properly addressed, postage prepaid, for delivery by ordinary mail. All notices or other instruments may be delivered personally by depositing them in the United States mail properly addressed, postage prepaid, for delivery by certified mail, return receipt requested or by a nationally operating overnight delivery service. Notices shall be deemed received on the earlier of actual receipt, three days after deposit in the United States mail or the first business day following the delivery to a nationally operating overnight delivery service. Notices may also be given by telephonic facsimile transmission to the telephone facsimile numbers stated on the first page hereof or such other telephone facsimile number as a party may designate in writing and such notices shall be deemed received on the date transmitted by telephonic facsimile.

Section 12. General Provisions.

12.1 Integration and Modification. All understandings and agreements between the parties are merged in this Lease, which alone fully and completely expresses their agreement. This Lease is entered into after full investigation, neither party relying upon any statements or representations made by the other not embodied in this Lease. This Lease may not be changed orally, but only by an agreement in writing, signed by the parties.

12.2 No Agency. It is expressly agreed and understood by the parties hereto that neither party is the agent, partner nor joint venture partner of the other.

12.3 Litigation Matters. This Lease shall be governed by the laws of the State where the Property is located. Any judicial proceedings regarding this Lease shall be prosecuted in the courts

where the Property is located and the parties submit to the jurisdiction and venue of said courts. In the event any party hereto finds it necessary to bring an action at law or other proceeding in connection with or related to this Lease, the party prevailing in any such action or other proceeding shall be paid all costs and reasonable attorney's fees by the other party, and in the event any judgment is secured by such prevailing party all such costs and attorneys' fees shall be included in any such judgment, attorney's fees to be set by the court. In any judicial proceeding relating to this Lease Landlord and Tenant waive trial by jury and agree that the proceeding shall be tried exclusively by the court and not a jury.

12.4 Time. Time is of the essence of this Lease. However, if any action is required to be taken on a Sunday, or legal holiday, the action shall be deemed timely if it is taken on the next regular business day.

12.5 Waiver. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach or default by the other party in the performance by such other party of the obligations thereof under this Lease shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party under this lease. Failure on the part of either Landlord or Tenant to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights under this Lease.

12.6 Severability. If any provision of this Lease or the application thereof to any party or circumstances should be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to any other party or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

12.7 Amendments. This Lease constitutes the entire agreement between the parties hereto and neither this Lease nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

12.8 Binding Effect. This Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and permitted assigns.

12.9 Counterparts. This Lease may be executed in counterparts, and the signature of any person required by this Lease shall be effective if signed on any and or all counterparts. All counterparts together shall be considered one and the same Lease.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

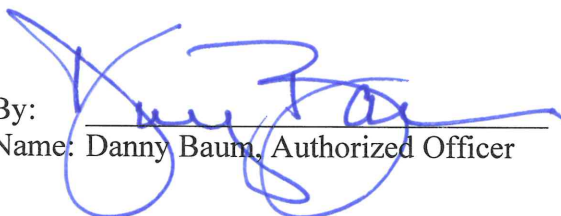


IN WITNESS WHEREOF, by their signatures below, Landlord and Tenant acknowledge receiving, reading understanding and accepting all of the foregoing Lease, effective as of the Lease Date.

Landlord:

DB & BB Properties, L.P., a
Texas limited partnership

By: Team Oakley Auto Sales GP, Inc., a
Texas corporation, general partner

By: 
Name: Danny Baum, Authorized Officer

Tenant:

Tricolor Auto Group, LLC, a
Delaware limited liability company


By: 
Name: Daniel Chu
Title: Pres-CEO

EXHIBIT A

Legal Description of Property
100 E. Airport Freeway, Irving Texas

Being Lot 1R, Block A, Britain/183 Addition, Revised, an Addition to the City of Irving, Dallas County, Texas, according to the plat recorded in Volume 2002013, Page 37, Map Records, Dallas County, Texas.



April 24, 2025

DB & BB Properties, L.P.

REDACTED

Re: Notice of Option to Extend the Lease - 100 E Airport Freeway Irving, TX 75062

To Whom it May Concern,

I hope this letter finds you well. Pursuant to the terms of our lease agreement dated November 1, 2020, for the premises located at 100 E Airport Freeway Irving, TX 75062, we hereby provide a second written notice of our election to exercise our first option to extend the term of the lease for a successive five (5) year term.

As specified in the lease, this option must be exercised no later than 180 days prior to the expiration of the initial lease term set to expire October 31, 2025. Accordingly, this second notice is being provided within the required timeframe.

Please email me at william.hughes@tricolor.com to confirm receipt of this notice at your earliest convenience. If any further steps are necessary to finalize the renewal, kindly let us know.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. Hughes", with a long horizontal flourish extending to the right.

William Hughes
Corporate Counsel
Tricolor Holdings, LLC

EXHIBIT B

Tricolor

	Security Deposit	Rent Past Due	Future Rent per Lease Agreement	Taxes Due for 2025 per Triple Net Lease	Emergency Repairs to Building		Total
November 2020	\$17,500.00				10/15 Repaired Broken Glass on Door Zelle to Daniel Charles	\$480.00	
September 2025 Rent Due		\$20,000.00	\$256,500.00	\$26,011.20	11/21 Repaired Broken Glass on Door. Zelle to Daniel Charles	\$700.00	
October 2025 Rent Due		\$20,000.00					
November 2025 Prorated Rent Due		\$13,616.70			Paid Don A - Cash to help get water out of building and clean up and haul off	\$2,500.00	
		\$53,616.70	\$256,500.00	\$26,011.20		\$3680.00	\$339,807.90

EXHIBIT C



- Owner Search
- Address Search
- Account Search
- Fiduciary Search

Property Tax Balance

All tax information refers to the 2025 Tax Year, unless otherwise noted, i.e. "Prior Year Amount Due". Amounts due include penalty, interest,

Account Number: REDACTED R0000

Address:
DB & BB PROPERTIES LP
REDACTED

Property Site Address:
100 E AIRPORT FWY, CI

Legal Description:
BRITAIN/183 REV
BLK A LT 1R ACS 1.1972
VOL2005093/5705 DD04292005 CO-DC
REDACTED L R00 1CI0354900A

Current Tax Levy: \$15,433.77

Current Amount Due: \$0.00

Prior Year Amount Due: \$0.00

Total Amount Due: \$0.00

[eStatement Enrollment](#)

Enroll in eStatements to receive your Dallas C

Account is currently enrolled in eStatement.

Market Value: \$1,374,120

Land Value: \$417,200

Improvement Value: \$956,920

Capped Value: \$0

Agricultural Value: \$0

Exemptions: None

[Current Tax Statement](#)

[Summary Tax Statement](#)

[Taxes Due Detail by Year and Jurisdiction](#)

[Payment Information](#)

[Composite Receipt \(pending payments are not inclu](#)

[Request an Address Correction](#)

[Click Here](#) to see your estimated amount due for a future date. You can see this information by year and by both year and jurisdiction.

Make your check or money order payable to:
JOHN R. AMES, CTA, TAX ASSESSOR/COLLECTOR
Dallas County Tax Office
P O BOX 139066
DALLAS, TEXAS 75313-9066

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DALLAS COUNTY TAX OFFICE
500 Elm Street, Suite 3300
Dallas, Texas 75202
214-653-7811

Property Tax Balance

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Shopping Cart: For your convenience you may pay several accounts at once. Click the 'Click Here to Pay Now' button to add this account to the shopping cart. Additional accounts can be added by doing a search again, then clicking the 'Click Here to Pay Now' button for each account. Up to 50 accounts may be paid at one time. Accounts are not saved in the shopping cart after you go to the Certified Payment web site.

A **Convenience Fee** of 2.30% is charged for credit card payments. A convenience fee of 1% is charged for debit card payments. The fee of \$1.00 is charged for eCheck payments. The fee will appear as a separate charge to 'Certified Payments'.

Unless otherwise noted, all data refers to tax information for 2025. All amounts due include penalty, interest, and attorney fees when applicable.

Account Number: REDACTED R0000

Pending Credit Card or E-Check Payments:
No Payment Pending

Address:
DB & BB PROPERTIES LP
REDACTED

Gross Value: \$1,374,120

Land Value: \$417,200

Property Site Address:
100 E AIRPORT FWY, CI

Improvement Value: \$956,920

Legal Description:
BRITAIN/183 REV
BLK A LT 1R ACS 1.1972
VOL2005093/5705 DD04292005 CO-DC
REDACTED 1R00 1CI0354900A

Capped Value: \$0

Agricultural Value: \$0

Exemptions: None

Current Tax Levy: \$13,959.69

[Exemption and Tax Rate Information](#)

Current Amount Due: \$0.00

[Taxes Due Detail by Year and Jurisdiction](#)

Prior Year Amount Due: \$0.00

[Payment Information](#)

Total Amount Due: \$0.00

[Current Tax Statement](#)

Last Payment Amount for Current Year Taxes:
\$13,959.69

[Delinquent Tax Statement](#)

Last Payer for Current Year Taxes:
DANNY BAUM

[Register to Receive Electronic Tax Statements](#)

Last Payment Date for Current Year Taxes:
01/28/2026

Active Lawsuits: None

[Click Here](#) to see your estimated amount due for a different date. You can see this information by year and by both year and jurisdiction.

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Irving Independent School District - Tax Office
P. O. Box 152021
Irving, Texas 75015
972-600-5450

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