Fill in this information to identify the case:

Debtor 1 TRICOLOR HOLDINGS LLC

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas

Case number 25 33487 mvl

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?**

AVENGER PARKING 1, LLC
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No
☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

joseph G. Epstein PLLC
Name

PO Box 1228
Number Street

Bellaire TX 77402
City State ZIP Code

Contact phone 713 222 8400

Contact email joe@epsteintexaslaw.com

Where should payments to the creditor be sent? (if different)

Peter Billipp
Name

6925 Portwest Drive Suite 130
Number Street

Houston TX 77024
City State ZIP Code

Contact phone 713 426 5000

Contact email peter@skyhawkpartners.com

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on ____ / ____ / ____
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No
☐ Yes. Who made the earlier filing?

25334872605280000000003

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

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

7. **How much is the claim?** $ 363,194.86 . **Does this amount include interest or other charges?**
☐ No
☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Landlord's Administrative Expense Claim See Addendum

9. **Is all or part of the claim secured?**
☑ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____
Amount of the claim that is secured: $_____
Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%
☐ Fixed
☐ Variable

10. **Is this claim based on a lease?**
☐ No
☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $ Lease Rejected

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

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

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

☑ No

☐ Yes. *Check one:*

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

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

Part 3: Sign Below

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

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

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

Check the appropriate box:

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

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

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

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

Executed on date 5/27/2026
MM / DD / YYYY

P. Billipp
Signature

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

Name: Peter Billipp
First name Middle name Last name

Title: Manager

Company: Avenger Parking 1, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 6925 Portwest Srive Suite 130
Number Street

Houston, TX 77024
City State ZIP Code

Contact phone: 713-426-5000 Email: peter@skyhawkpartners.com

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

IN RE:	§	
	§	
TRICOLOR HOLDINGS, LLC, *et al.*,	§	**CASE NO. 25-33487-mvl**
	§	**(CHAPTER 7)**
DEBTORS.	§	

ADDENDUM TO LANDLORD'S ADMINISTRATIVE EXPENSE CLAIM

The Landlord's Post-Petition Administrative Expense Claim to which this Addendum is attached, and of which this Addendum is a part, asserts the unpaid, post-petition administrative rent claim of **AVENGER PARKING 1, LLC**, a Texas limited liability company ("***Claimant***" or "***Landlord***") against **TRICOLOR HOLDINGS, LLC** (the "***Debtor***"). The Claim arises from unpaid post-petition rent and charges due under the Lease Agreement (as amended by a First Amendment to Lease Agreement) dated January 10, 2023 (the Original Lease and the First Amendment are collectively referred to hereafter as the "***Lease***"), relating to the premises of approximately 12.74 acres of real property, more or less, for a parking facility which contains approximately 1,080 parking spaces adjacent to the Debtor's Wilmer, Texas refurbishing center, known by the street address as 900 Fulghum Road, Wilmer, Texas 75172 (the "***Premises***"). In connection with the *Stipulation and Agreed Order for Lease Rejection* entered November 21, 2025 (ECF No. 453), the Trustee and her agents and designees retained possession of the Premises through and including December 16, 2025. Accordingly, the Rejection Date for the Lease is December 16, 2025. Contemporaneous communications between and among the Trustee's counsel (Eric C. Seitz), the Landlord's representative (Peter Billipp), and the Trustee's agent (Adalberto Garcia) confirm the full surrender of the Premises occurred on December 16, 2025.

For use, occupancy, charges, and expenses under the Lease from September 10, 2025, the Petition Date, through the December 16, 2025, the Rejection Date, the Chapter 7 Estate is indebted to Claimant in an amount of not less than **$363,194.86**. Attached as **Exhibit 1** is a computation of the Landlord's Post-Petition Administrative Expense Claim pursuant to section 503 of the Bankruptcy Code. Attached as **Exhibit 2** is a true and correct copy of the Lease Agreement. Attached as **Exhibit 3** is a true and correct copy of the First Amendment to Lease Agreement.

The Claim submitted hereby is limited to the Landlord's Post-Petition Administrative Expense Claim and does not include any claim for rejection damages pursuant to section 50(2)(b)(6) of the Bankruptcy Code, as of the date of this Claim, no bar date has been fixed for filing claims for rejection damages against the Chapter 7 Estate. Claimant reserves all rights with respect to its rejection damage claim and the submission of this Claim is not an election of remedies by the Claimant, and Claimant does not waive, and expressly reserves, all rights it may have under any related document, instrument or agreement, or applicable law against any person, entity, or property relating to the claim asserted hereby.

Claimant reserves the right to amend or supplement this Administrative Expense Claim at any time and for any reason, including, without limitation: (*a*) to increase or otherwise adjust the total claim amount or any component thereof, as a result of additional information or otherwise;

(*b*) to revise estimated amounts or substitute actual amounts for estimated amounts; and (*c*) to revise any of the statements and information contained herein or to add new information and/or documents relating to the claim asserted hereby.

EXHIBIT 1 TO ADMINISTRATIVE CLAIM

Company Name: AVENGER PARKING I, LLC
Report Name: AR Ledger
Report Title 4:
Property: 29AVENGER--AVENGER PARKING I, LLC

Based on: GL posting dat	**As of date: 04/30/2026**				
Customer	**Date**	**Document**	**Charges**	**Rent & Charges**	**Explanation**
	9/1/2025	TRICOLOR PARKING-63	9,215.00	6,143.33	**Stub rent Sept. 10 to 30**
	9/1/2025	TRICOLOR PARKING-64	99,463.00	66,308.67	**Stub rent Sep. 10 to Sept. 30**
	9/9/2025	SEPTEMBER 2025 LATE FEE	5,433.90	3,622.60	**Stub late fee Sept. 10 to Sept. 30**
	10/1/2025	TRICOLOR PARKING-65	9,215.00	9,215.00	**Full Rent October**
	10/1/2025	TRICOLOR PARKING-66	99,463.00	99,463.00	**Full Rent October**
	10/10/2025	OCTOBER 2025 LATE FEE	5,433.90	5,433.90	**Full Late Fee October**
	11/1/2025	TRICOLOR PARKING-67	9,215.00	9,215.00	**Full Rent November**
	11/1/2025	TRICOLOR PARKING-68	99,463.00	99,463.00	**Full Rent November**
	11/10/2025	NOVEMBER 2025 LATE FEE	5,433.90	5,433.90	**Full Late Fee November**
	12/1/2025	TRICOLOR PARKING-69	9,215.00	4,756.13	**Stub rent Dec. 1 to Dec 16**
	12/1/2025	TRICOLOR PARKING-70	99,463.00	51,335.74	**Stub rent Dec. 1 to Dec 16**
	12/10/2025	DECEMBER 2025 LATE FEE	5,433.90	2,804.59	**Stub late fee Dec. 1 to 16**
				$ 363,194.86	

EXHIBIT 2 TO ADMINISTRATIVE CLAIM

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into by and between Avenger Parking 1, LLC (hereinafter referred to as "Landlord") and Tricolor Holdings, LLC (hereinafter referred to as "Tenant") to be effective on the date set forth above the signatures of Landlord and Tenant on the last page of this Lease (the "Effective Date").

1. PREMISES. For good and valuable consideration, including, without limitation, the obligation of Tenant to pay rent as herein provided, and the other terms, provisions and covenants hereof, the receipt and sufficiency of which are acknowledged, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord certain premises consisting of approximately 12.74 acres of real property, more or less, situated in Dallas County, Texas more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises") together with all improvements located or to-be-located thereon, including, but not limited to, the parking facility to-be-constructed by Landlord on the Premises, which shall contain approximately 1,080 parking spaces, pursuant to Exhibit B attached hereto and incorporated herein (the "Parking Facility", and collectively with the Premises and all appurtenant landscaping, fixtures and other improvements, the "Property"). A site plan of the Property showing the approximate location of the to-be-constructed Parking Facility is attached hereto and incorporated herein by reference as Exhibit "A-1".

2. TERM.

(a) The term of this Lease (the "Term") shall commence on the "Commencement Date", as hereinafter defined, and shall end one hundred twenty (120) months thereafter on the last day of the last calendar month of the Term; provided, however, that in the event the "Commencement Date" is a date other than the first day of a calendar month, the Term shall also include the number of days remaining in the month during which the Commencement Date occurs.

(b) The "Commencement Date" shall be the date Landlord delivers a notice of Substantial Completion of Landlord's Work to Tenant. The term "Substantial Completion of Landlord's Work" as used in this Lease shall mean the date all of the Landlord's Work, as defined and described in Exhibit "B" attached hereto is substantially complete. Landlord agrees to provide Tenant with not less than thirty (30) days written notice prior to Landlord's anticipated Substantial Completion of Landlord's Work. Within five (5) days after Substantial Completion of Landlord's Work, upon Landlord's request, Tenant shall promptly execute a "Memorandum of Commencement Date and Substantial Completion of Landlord's Work", which shall specify the Commencement Date and the date of Substantial Completion of Landlord's Work. If Tenant fails to execute a Memorandum of Commencement Date and Substantial Completion of Landlord's Work, such failure shall not affect the actual Commencement Date or the actual date of Substantial Completion of Landlord's Work. Landlord estimates that the Commencement Date will occur on or before July 1, 2022, subject to force majeure (the "Intended Commencement Date"). Notwithstanding anything herein to the contrary, the Intended Commencement Date is an estimate only and Landlord shall not be liable for any delays in the Commencement Date.

(c) Tenant shall accept possession of the Property from Landlord upon Substantial Completion of Landlord's Work; provided, however that the existence of minor punch list items shall not preclude a determination of Substantial Completion of Landlord's Work if Landlord diligently and promptly pursues same to completion. Except as otherwise acknowledged herein, Tenant acknowledges that Tenant has examined the Property prior to the commencement of the Term, that Tenant accepts the Property "AS-IS". Tenant further acknowledges that Landlord has made no representations or warranties, express or implied, as to the condition of the Property, including, but not limited to, the cost of operations, the condition of its fixtures, improvements and systems, and the suitability of the Property for Tenant's use.

3. USE OF PROPERTY.

(a) The Property shall be used only for parking by Tenant's employees and invitees within the Parking Facility, and for no other use or purpose. Tenant shall not, at any time, use or occupy or permit anyone to use or occupy the Property, or do or permit anything to

be done in the Property, in any manner that may (i) violate any Certificate of Occupancy for the Property; (ii) cause, or be liable to cause, damage to or in any way impair the value or proper utilization of any facilities or systems therein; (iii) constitute a violation of the laws and requirements of any public authority governing the Property, including any covenant, condition or restriction affecting the Property; (iv) exceed the load bearing capacity of the floor of the Property; (v) impair the character, reputation or appearance of the Property; or (vi) unreasonably annoy, inconvenience or disrupt the operations or quiet enjoyment of other tenants or users of the Property. Tenant shall at its own cost and expense obtain any and all licenses and permits necessary for its use of the Property to the extent such licenses or permits are unique to Tenant's use of the Property and not a license or permit common to the construction of the Parking Facility, including, but not limited to, obtaining a City of Wilmer Certificate of Occupancy in the name of Tenant for the Parking Facility. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Property, including, without limitation, all Environmental Laws (hereinafter defined), and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or connected with the Property, all at Tenant's sole cost and expense. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to emanate from the Property. Without Landlord's prior written consent, Tenant shall not receive, store or otherwise handle any product, material or merchandise which is explosive or highly flammable at the Property, and shall not store any product or material outside the Parking Facility. Tenant shall not permit the Property to be used for any purpose which would render the casualty or liability insurance on the Property void or increase the cost of Landlord's insurance.

4. INTENTIONALLY OMITTED.

5. RENT.

(a) Tenant shall pay Landlord Base Rent during the Term as follows, in accordance with the terms and conditions of this Lease:

Months of Term	Base Rent Per Acre of Property	Monthly Base Rent	Annualized Base Rent
1-9	$3,680	$46,877	$562,522
10-12	$5,519	$70,315	$843,783
13-21	$5,685	$72,425	$869,096
22-24	$7,580	$96,566	$1,158,795
25-36	$7,807	$99,463	$1,193,559
37-48	$8,041	$102,447	$1,229,366
49-60	$8,283	$105,521	$1,266,247
61-72	$8,531	$108,686	$1,304,234
73-84	$8,787	$111,947	$1,343,361
85-96	$9,051	$115,305	$1,383,662
97-108	$9,322	$118,764	$1,425,172
109-120	$9,602	$122,327	$1,467,927
121-180 (R)	Fair Market Rental Rate, as determined pursuant to Paragraph 31	Fair Market Rental Rate, as determined pursuant to Paragraph 31	Fair Market Rental Rate, as determined pursuant to Paragraph 31

(b) Tenant agrees to pay to Landlord, as additional rent (collectively, the "Additional Rent"), all charges for (i) any service, goods, or materials furnished by Landlord at Tenant's request which are not required to be furnished by Landlord under this Lease; (ii) all of Landlord's operating expenses in connection with the ownership, operation, maintenance, management and repair of the Property (collectively, the "Operating Expenses"), including, without limitation, the following: owner's association and/or business park assessments of any kind or nature levied against the Property, all taxes (both general and special), assessments or governmental charges of any kind and nature, including margin tax,

levied or assessed against the Property or any part thereof (collectively, the "Taxes"), tax consulting services, water and sewer service, gas (if applicable), service electricity used for exterior purposes including lighting and irrigation, paving repair and maintenance, landscape and irrigation system repair and maintenance including replacement of dead plant material and replacement of seasonal color plants, flag replacements, fire sprinkler system inspections, maintenance and monitoring, annual exterior window glass cleaning, exterior Parking Facility maintenance, repair and painting, security lighting repair and maintenance, utility and sewer line maintenance, repair and maintenance of the roof and common utility service lines inside or outside the Parking Facility (provided however, that the cost of any repair or maintenance which includes additions, alterations, or replacements that are required to be capitalized for federal income tax purposes shall be amortized over a period equal to the lesser of the useful life thereof for federal income tax purposes or ten (10) years at Landlord's cost of capital), Landlord's administrative expenses and management fees, the cost of all insurance maintained by Landlord in connection with the ownership and operation of the Property specifically including business interruption or rental insurance and the cost of all licenses, permits and inspection fees required for Landlord to comply with applicable laws.

(c) The first installment of Base Rent and Additional Rent (collectively, "Rent") shall be due and payable on the Commencement Date, and each subsequent installment of Rent shall be due and payable in advance, without demand, deduction or set off, on or before the first day of each calendar month thereafter. The amount owed by Tenant for Additional Rent shall be based on Landlord's good faith estimate of Operating Expenses for such calendar year. Landlord's good faith estimate of the Operating Expenses shall be provided on or before the Effective Date for the calendar year in which the Commencement Date occurs, and prior to the commencement of each calendar year thereafter. In the event the Commencement Date occurs on a date other than the first date of the month, the Rent due and owing for any partial month at the commencement of the Term shall be prorated and shall be payable on the first day of the first full month of the Term. In the event Tenant fails to pay any installment of Rent hereunder as and when such installment is due, to help defray the additional cost to Landlord for processing such late payments Tenant shall pay to Landlord on demand a late charge in an amount equal to five percent (5%) of such installment; and the failure to pay the late charge within ten (10) days after demand therefor shall be an Event of Default hereunder. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. In addition to the late charge, all past due installments of Rent shall bear interest from the date due until paid at the rate of 12% per annum. Additionally, if Landlord incurs any expenses or costs as a result of Tenant's failure to pay any installment of Rent when due, then Tenant shall immediately upon receipt of notice of such expense or cost from Landlord, reimburse Landlord for such amount.

(d) Intentionally omitted.

(e) As soon as practicable after the end of the calendar year, Landlord shall furnish Tenant a statement of actual Operating Expenses for such calendar year. Provided there is no uncured Event of Default, Landlord shall promptly refund any overpayment to Tenant for the prior calendar year or provide Tenant with an invoice for any amount still owing to cover any underpayment. Within twenty (20) days of Landlord's invoice, Tenant shall pay Landlord the Additional Rent still owing due to such underpayment.

6. TAXES AND OTHER ASSESSMENTS.

(a) Tenant agrees to pay to Landlord all Taxes. If at any time during the Term, the present method of taxation shall be changed so that in lieu of the whole or any part of any taxes, assessments, levies or charges levied, assessed or imposed on the Property thereon there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part upon such rents for the Property, then all such taxes, assessments, levies or charges or the part thereof so measured or based, shall be deemed to be included within the term "Taxes" for the purposes hereof.

(b) Landlord shall have the right to employ a tax consulting firm to attempt to assure a fair tax burden on the Property within the applicable taxing jurisdictions. Tenant shall pay Landlord, as the Additional Rent, the cost of such service.

7. REPAIRS AND MAINTENANCE.

(a) Tenant shall throughout the Term at its own cost and expense keep the Property and all furnishings, fixtures equipment and leasehold improvements therein in good condition and repair, including all necessary repairs and replacements, interior and exterior, structural and non-structural, ordinary and extraordinary. If Tenant fails to perform such maintenance and repair within fifteen (15) days of notice from Landlord, Landlord may perform any necessary maintenance or make any necessary repairs, and Tenant shall reimburse Landlord upon demand for all costs incurred by Landlord in connection with such repairs or maintenance. At the end of the Term or earlier termination of Tenant's right to possession of the Property, subject to the following sentence, Tenant shall surrender the Property with all improvements thereon in good repair and condition subject only to reasonable wear and tear. Notwithstanding any other provision hereof, unless Landlord notifies Tenant otherwise prior to expiration of the Term, then prior to expiration of the Term or earlier termination of Tenant's right to possession of the Property, Tenant shall remove any alterations made to the Property by Tenant during the Term, and shall repair, to the satisfaction of Landlord, any damage to the Property caused by such removal, and shall deliver the Property to Landlord in the same condition the Property was in on the Commencement Date. Upon the expiration or earlier termination of this Lease, and prior to Tenant vacating the Property, Tenant shall pay to Landlord any amount reasonably estimated by Landlord as necessary to put the Property, including, without limitation, all heating and air conditioning systems and equipment therein, in good condition and repair and in the condition otherwise required by the immediately preceding sentence. This Paragraph 7(a) shall survive expiration of the Term or earlier termination of this Lease.

(b) Tenant shall keep the parking areas and driveways located on the Property in a clean and sanitary condition.

(c) Tenant shall, at its own cost and expense, enter into a regularly scheduled preventive maintenance service contract with a maintenance contractor for servicing all heating and air conditioning systems and equipment serving the Property (if any). The maintenance contractor and the contract must be approved by Landlord. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become effective (and a copy thereof delivered to Landlord) within thirty (30) days of the date Tenant takes possession of the Property.

(d) Tenant shall be responsible for the installation, repair, maintenance and monitoring of any security and fire alarm systems within the Parking Facility. Tenant shall, at its own cost and expense, enter into a contract for the off-premises monitoring of the fire sprinkler system within the Property.

(e) Landlord shall be responsible for only the repair and maintenance costs associated with the maintaining the structural integrity of the Parking Facility, which includes only the concrete tilt-wall panels (excluding doors, windows, downspouts, and truck door bumpers), and steel columns, beams, bar-joists, steel roof deck, and the roof membrane, subject to reimbursement as part of Operating Expenses. Any replacement of the roof membrane deemed necessary by Landlord during the initial Term shall be completed by Landlord at its sole cost and expense, and thereafter, it shall be completed by Landlord, but subject to reimbursement as part of Additional Rent pursuant to Paragraph 5(b).

8. ALTERATIONS.

(a) Tenant shall not make any alterations, additions or improvements to the Property without the prior written consent of Landlord. If Landlord consents to Tenant's contractors doing the work, Landlord may require, at Landlord's sole option, that Tenant provide, at Tenant's expense, a lien and

completion bond in an amount equal to one and one half (1-1/2) times any and all estimated costs of improvements, additions or alterations in the Property to insure Landlord against any liability or mechanic's and materialmen's liens which may arise in connection with any alterations, additions or improvements made by Tenant. Tenant may, without the consent of Landlord but at its own cost and expense and in a good workmanlike manner, make such minor alterations, additions or improvements or erect, remove or alter such partitions, or erect such shelves, bins, machinery and trade fixtures as it may deem advisable, without altering the basic character of the Property and without overloading or damaging the Property, and in each case complying with all applicable governmental laws, ordinances, regulations, and other requirements. All shelves, bins, machinery and trade fixtures installed by Tenant may be removed by Tenant prior to the termination of this Lease if Tenant so elects and no Event of Default has occurred which remains uncured and shall be removed if required by Landlord; and upon any removal Tenant shall restore the Property to their original condition. All such removals and restoration shall be accomplished in good workmanlike manner so as not to damage the primary structure or structural qualities of the Parking Facility and other improvements situated on the Property. In the event Tenant fails to remove any items required by Landlord, Landlord may (i) remove such items at Tenant's expense, and Tenant shall immediately upon demand reimburse Landlord for the cost of such removal, including any restoration occasioned thereby, and (ii) treat any property not removed by Tenant as abandoned by Tenant with full rights of ownership in Landlord, and may sell or dispose of such property without delivering the proceeds to Tenant. Tenant waives any and all claims against Landlord restricting Landlord's rights provided in this Paragraph 8 or resulting from Landlord's exercise of such rights.

9. SIGNS. Tenant shall have the right to install signs upon the Parking Facility only when first approved in writing by Landlord and subject to any applicable restrictive covenants, laws, ordinances, regulations, or Property criteria, and other requirements. Tenant shall remove all such Parking Facility mounted signs upon the termination of this Lease. Such installations and removals shall be made in a manner to avoid injury to or defacement of the Parking Facility and other improvements. Tenant shall repair any injury or defacement, including without limitation discoloration, caused by such installation and/or removal, if so required by Landlord.

10. INSPECTION. Landlord and Landlord's agents and representatives shall have the right to enter and inspect the Property at any reasonable time during business hours, for the purpose of ascertaining the condition of the Property, subject to Tenant's reasonable security requirements. During the period that is six (6) months prior to the end of the Term, Landlord and Landlord's agents and representatives shall have the right to enter the Property at any reasonable time during business hours for the purpose of showing the Property and shall have the right to erect on the Property a suitable sign indicating that the Property are available. Tenant shall give written notice to Landlord at least thirty (30) days prior to vacating the Property and shall arrange to meet with Landlord for a joint inspection of the Property prior to vacating. In the event of Tenant's failure to give such notice or arrange such joint inspection, Landlord's inspection at or after Tenant's vacating the Property shall be conclusively deemed correct for purposes of determining Tenant's liability for repairs and restoration and the amount to reimburse Landlord therefor.

11. UTILITIES. Landlord agrees to provide at its cost, water, electricity, gas (if applicable) and telephone service connections to the Parking Facility; but Tenant shall pay all charges incurred for any utility services used on or from the Parking Facility, and any maintenance charges for utilities, and shall furnish all electric light bulbs and tubes. Landlord shall in no event be liable for any interruption or failure of utility services on the Parking Facility. The utilities not metered for Tenant's exclusive use shall be billed to Tenant as part of the Additional Rent.

12. ASSIGNMENT AND SUBLETTING. Tenant shall not have the right to assign this Lease or to sublet the whole or any part of the Property without the prior written consent of the Landlord, which shall not be unreasonably withheld, conditioned or delayed. Any change in the majority ownership of Tenant or Tenant's assets shall constitute an assignment of this Lease. In the event Landlord approves the assignment or subletting of the Property or a portion thereof, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the Rent herein specified and for compliance with all of Tenant's other obligations under the terms, provisions and covenants of this Lease. Upon the occurrence of an "Event of Default" as hereinafter defined, if the

Property or any part thereof are then assigned or sublet, Landlord, in addition to any other remedies herein provided or provided by law, may at its option collect directly from such assignee or subtenant all rents becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to Landlord from Tenant hereunder, and no such collection shall be construed to constitute a novation or a release of Tenant from the further performance of Tenant's obligations hereunder. Landlord and Tenant agree (by way of example and without limitation) that it shall be reasonable for Landlord to withhold its consent to an assignment of this Lease or sublease of the Property if any of the following situations exist or may exist: (i) the proposed transferee's use of the Property conflicts with or is different from the permitted use as set forth in Paragraph 3(a); (ii) the proposed transferee or its business is subject to compliance with additional requirements of law beyond those requirements which are applicable to Tenant; (iii) in Landlord's reasonable business judgment, the proposed transferee lacks sufficient business reputation or experience to operate a successful business of the type and quality permitted under this Lease; (iv) Tenant is in default under this Lease; (v) in Landlord's reasonable business judgment, the present net worth of the proposed transferee is less than the greater of Tenant's net worth as of the date of this Lease or Tenant's net worth at the date of Tenant's request for consent; (vi) in Landlord's reasonable business judgment, the creditworthiness of the proposed transferee is less than the creditworthiness of Tenant; (vii) in the event of a proposed transfer to an assignee that is not a natural person, the principals of such assignee refuse to execute Landlord's standard Guaranty of Lease, prior to or contemporaneously with Landlord's consent to the assignment and/or (viii) the transfer would breach any covenant of Landlord respecting radius, location, use or exclusivity in any other lease, financing agreement or other agreement relating to the Property.

13. INSURANCE; FIRE AND CASUALTY.

(a) Landlord shall maintain during the Term "Special Form – Causes of Loss" insurance coverage ("Insurance") insuring the Parking Facility (excluding Tenant's goods, furniture or property placed in the Parking Facility and non-Parking Facility standard improvements) against damage or loss from fire or other casualty normally insured against under the terms of standard special form (all risks) coverage policies of insurance including liability and loss of rents coverage, or as reasonably would be required by a holder of mortgage against the Property. If the annual premiums to be paid by Landlord shall exceed the standard rates because Tenant's operations, contents of the Property or improvements with respect to the Property (including, but not limited to, the Parking Facility) result in extra-hazardous exposure, Tenant shall promptly pay the excess amount of the premium upon request by Landlord. Subject to the obligations of Landlord to Tenant in this Paragraph 13(a), such insurance shall be for the sole benefit of Landlord.

(b) Tenant shall provide, at Tenant's own expense, all insurance coverage for the full protection against loss or damage from fire or other casualty of any non-Parking Facility standard improvements and Tenant's goods, furniture or other property placed at the Property, including, without limitation, special form (all risks) coverage (including water damage and sprinkler leakage) insurance. Tenant shall further maintain, with insurers licensed to do business in the State of Texas, (i) Worker's Compensation with the statutory limits, and Employer's Liability with limits of not less than Five Hundred Thousand and 00/100 Dollars ($500,000.00) (which policies will include a waiver of subrogation in favor of Landlord, Landlord's partners, venturers, directors, officers, agents, employees, invitees, visitors, and contractors), and (ii) commercial general liability insurance to include coverage for Premises-Operations, Independent Contractors, Broad Form Contractual and Products coverage (specifically in support of, but not limited to, the indemnity provisions of this Lease), with limits for bodily injury and property damage liability of not less than Two Million and 00/100 Dollars ($2,000,000.00) per occurrence, with a General Aggregate of nor less than Three Million and 00/100 Dollars ($3,000,000.00), or such other limits as may reasonably be established from time to time by Landlord. All such insurance policies shall (1) include Landlord and Landlord's managing agent as an additional insured by endorsement form CG 20-26, (2) contain a cross-liability endorsement, and (3) state that such insurance is primary and non-contributing insurance with any other insurance available to Landlord (or any other party indemnified under this Lease). Tenant shall furnish Landlord with current certificates of all required insurance (form ACORD 25-S for liability) other than property coverage, for which evidence of property insurance (form ACORD 27) is required, which certificates shall provide for thirty (30) days advance written notice to Landlord of any cancellation thereof. Landlord shall not be obligated to insure any of Tenant's improvements to the Property or any of goods, fixtures, furniture, or

Pt.B KLL

other property of Tenant or Tenant's partners, venturers, directors, officers, agents, employees, invitees, guests, subtenants, assignees, affiliates, or any contractors, placed in or incorporated in the Property.

(c) If the Parking Facility is damaged or destroyed in whole or in part by fire or other casualty at any time during the Term and if after such damage or destruction Tenant is not able to use the Parking Facility to substantially the same extent and for substantially the same purposes as Tenant used the Parking Facility prior thereto, then, as soon as practicable and in any case within ninety (90) days after delivery to Landlord by Tenant of written notice describing in reasonable detail such damage or destruction, Landlord shall give Tenant a written notice ("Landlord's Election Notice") setting forth Landlord's election either to (a) terminate this Lease, or (b) restore or replace the damaged or destroyed portion to its condition immediately prior to the casualty. If Landlord does not provide written notice of its election within such ninety (90) day period, Landlord shall be deemed to have elected to terminate this Lease pursuant to the foregoing subsection (a). If such damage or destruction occurs, then the Base Rent and Additional Rent shall be abated in accordance with business interruption and/or loss of rental insurance coverage included in property insurance policy maintained by Landlord for the period and proportionately to the extent that after such damage or destruction Tenant is not able to use the Parking Facility to substantially the same extent and for substantially the same purposes as Tenant used the Parking Facility prior thereto; provided, however, in no event shall the abatement continue beyond fifteen (15) days following the completion of restoration work. If Landlord elects to restore or replace the damaged or destroyed portions of the Parking Facility, this Lease shall continue in full force and effect in accordance with the terms hereof except for the abatement of Base Rent and Additional Rent hereinbefore referred to and except that the Term shall be extended by a length of time equal to the period beginning on the date of such damage or destruction and ending upon completion of such restoration or replacement. If Landlord elects to restore or replace the damaged or destroyed portions of the Parking Facility, such restoration or replacement shall be made within a reasonable time, subject to delays arising from any conditions or events beyond the reasonable control of Landlord, including, without limitation, acts of God, shortages of labor or materials, war or other force majeure conditions or events beyond the reasonable control of Landlord (individually and collectively, "Force Majeure"). If Landlord elects to terminate this Lease, this Lease shall terminate on the last day of the month next following the end of the ninety (90) day period hereinbefore referred to. If such damage or destruction hereinbefore described is the result of the negligence or willful misconduct of Tenant, its agents, employees, invitees, visitors or contractors, then this Lease shall continue in full force and effect in accordance with the terms hereof, and with no abatement of Base Rent or Additional Rent, whether or not Landlord elects to restore or replace the damaged or destroyed portions of the Parking Facility (which Landlord shall have no obligation to do), unless Landlord shall voluntarily elect to terminate this Lease. Notwithstanding anything in this Paragraph 13(c), in the event the restoration is not substantially completed within two hundred seventy (270) days from the date the Landlord's Election Notice, as such period may be extended by delays arising from Force Majeure, then Tenant shall, as its exclusive remedy, have the right to terminate this Lease by delivering written notice to Landlord within ten (10) days after the expiration of such two hundred seventy (270) day period and prior to the restoration being substantially completed, and if such notice is not received by Landlord within said ten (10) day period and prior to the restoration being substantially completed, Tenant shall be deemed to have elected not to terminate this Lease. The restoration shall be deemed to have been "substantially completed" for purposes of this Paragraph 13(c) if the damaged portion of the Parking Facility has been restored to the same or better condition than existed on the date of the casualty, subject to the completion of minor insubstantial details of construction that do not substantially interfere with the use of the same.

(d) Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Property requires that the insurance proceeds be applied to such indebtedness as a result of total loss or constructive total loss of the Property then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such holder, whereupon all rights and obligations hereunder shall cease and terminate.

(e) Anything in this Lease to the contrary notwithstanding, each party hereto hereby releases and waives all claims, rights of recovery, and causes of action that either such party or any

party claiming by, through, or under such party by subrogation or otherwise may now or hereafter have against the other party or any of the other party's partners, venturers, directors, officers, agents, or employees for any loss or damage that may occur to the Property, any of Tenant's fixtures or improvements or any of the contents of any of the foregoing by reason of fire, act of God, the elements, or any other cause, including negligence of the parties hereto or their partners, venturers, directors, officers, agents, or employees, that could have been insured against in the State of Texas under the terms of standard special form (all risks) coverage insurance policies. Each party shall give its insurance carrier written notice of the terms of this mutual waiver and shall request its insurance carrier to endorse all applicable policies to waive the carrier's right of recovery under subrogation or otherwise in favor of the other party.

14. LIABILITY.

(a) Landlord shall not be liable to Tenant, Tenant's partners, venturers, directors, officers, agents, employees, invitees, guests, subtenants, assignees, affiliates or contractors, for any inconvenience or loss sustained by Tenant or Tenant's partners, venturers, directors, officers, agents, employees, invitees, guests, subtenants, assignees, affiliates or contractors (including, without limitation, consequential damages, loss of profits or business opportunity, or any other losses or damages whatsoever attributable to, or resulting from, any interruptions in the operation of Tenant's business or the businesses of Tenant's partners, venturers, directors, officers, agents, employees, invitees, guests, subtenants, assignees, affiliates or contractors) in connection with any of the repair, maintenance, damage, destruction, restoration, or replacement referred to in this Lease. Landlord shall not be obligated to repair, maintain, restore or replace or otherwise be liable for the damage or destruction of any fixtures or improvements, or any goods, furniture or other property, or any goods, furniture or other property of Tenant or Tenant's partners, venturers, directors, officers, agents, employees, invitees, guests, subtenants, assignees, affiliates or contractors placed in or incorporated in the Property.

(b) Except for the gross negligence or willful misconduct of Landlord, Landlord, its agents and employees, shall not be liable for any damage of any kind or for any damage to property, death or injury to persons from any cause whatsoever by reason of the use and occupancy of the Property by Tenant or Tenant's partners, venturers, directors, officers, agents, employees, invitees, guests, subtenants, assignees, affiliates or contractors. Except for the gross negligence or willful misconduct of Landlord, Landlord shall not be liable to Tenant, Tenant's partners, venturers, directors, officers, agents, employees, invitees, guests, subtenants, assignees, affiliates or contractors, and Tenant, for itself and each of Tenant's partners, venturers, directors, officers, agents, employees, invitees, guests, subtenants, assignees, affiliates or contractors, hereby waives all claims against Landlord, Landlord's partners, venturers, directors, officers, agents, employees, invitees, visitors or contractors for any damages, consequential damages, loss of profits or business opportunity, business interruption, and for any damage to property, death or injury to persons from any cause whatsoever including, but not limited to, acts of other tenants, vandalism, theft, misappropriation, loss of trade secrets or other confidential information, any damage, loss or injury caused by a defect in the Property or the pipes, air conditioning, heating, plumbing or by water leakage of any kind from the roof, walls, windows, or other portion of the Property, or caused by electricity, gas, oil, fire, interruption of Landlord's services or any cause whatsoever in, on, or about the Property generally, or any part thereof.

(c) **IT IS THE EXPRESS INTENTION OF LANDLORD AND TENANT THAT THE WAIVERS CONTAINED IN THIS PARAGRAPH 14 APPLY TO ALL MATTERS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY OF THE SAME THAT ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF LANDLORD, TENANT OR THEIR RESPECTIVE PARTNERS, VENTURERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, INVITEES, GUESTS, SUBTENANTS, ASSIGNEES, AFFILIATES OR CONTRACTORS.**

(D) **EXCEPT FOR THE CLAIMS, RIGHTS OF RECOVERY AND CAUSES OF ACTION THAT LANDLORD HAS RELEASED AND WAIVED PURSUANT TO PARAGRAPHS 14(A) AND (B) HEREOF, TENANT SHALL BE LIABLE TO LANDLORD FOR AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD AND LANDLORD'S PARTNERS, VENTURERS,**

P+B kll

DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, INVITEES, VISITORS AND CONTRACTORS FROM ALL CLAIMS, LOSSES, COSTS, DAMAGES OR EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) RESULTING OR ARISING OR ALLEGED TO RESULT OR ARISE FROM ANY AND ALL INJURIES TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF ANY PROPERTY CAUSED BY ANY ACT, OMISSION OR NEGLECT OF TENANT OR TENANT'S PARTNERS, VENTURERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUBTENANTS, ASSIGNEES, AFFILIATES, INVITEES, GUESTS OR CONTRACTORS RELATING TO THE PROPERTY GENERALLY OR BY ANY BREACH, VIOLATION OR NON-PERFORMANCE OF ANY COVENANT OF TENANT UNDER THIS LEASE. IF ANY ACTION OR PROCEEDING SHOULD BE BROUGHT BY OR AGAINST LANDLORD IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, TENANT, ON NOTICE FROM LANDLORD, SHALL DEFEND SUCH ACTION OR PROCEEDING, AT TENANT'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO LANDLORD. THE PROVISIONS OF THIS PARAGRAPH 14(D) SHALL APPLY TO ALL ACTIVITIES OF TENANT, TENANT'S PARTNERS, VENTURERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUBTENANTS, ASSIGNEES, AFFILIATES, INVITEES, GUESTS AND CONTRACTORS WITH RESPECT TO THE PROPERTY GENERALLY, WHETHER OCCURRING BEFORE OR AFTER THE EXPIRATION OR TERMINATION OF THIS LEASE. TENANT'S OBLIGATIONS UNDER THIS PARAGRAPH 14(D) SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY TENANT UNDER THIS LEASE.

(E) **EXCEPT FOR THE CLAIMS, RIGHTS OF RECOVERY AND CAUSES OF ACTION THAT TENANT HAS RELEASED AND WAIVED PURSUANT TO PARAGRAPHS 14(A) AND (B) HEREOF, LANDLORD SHALL BE LIABLE TO TENANT FOR AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS TENANT AND TENANT'S PARTNERS, VENTURERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, INVITEES, VISITORS AND CONTRACTORS FROM ALL CLAIMS, LOSSES, COSTS, DAMAGES OR EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) RESULTING OR ARISING OR ALLEGED TO RESULT OR ARISE FROM ANY AND ALL INJURIES TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF ANY PROPERTY CAUSED BY ANY ACT, OMISSION OR NEGLECT OF LANDLORD OR LANDLORD'S PARTNERS, VENTURERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUBTENANTS, ASSIGNEES, AFFILIATES, INVITEES, GUESTS OR CONTRACTORS RELATING TO THE PROPERTY GENERALLY OR BY ANY BREACH, VIOLATION OR NON-PERFORMANCE OF ANY COVENANT OF LANDLORD UNDER THIS LEASE. IF ANY ACTION OR PROCEEDING SHOULD BE BROUGHT BY OR AGAINST TENANT IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, TENANT, ON NOTICE FROM LANDLORD, SHALL DEFEND SUCH ACTION OR PROCEEDING, AT LANDLORD'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO TENANT. THE PROVISIONS OF THIS PARAGRAPH 14(E) SHALL APPLY TO ALL ACTIVITIES OF LANDLORD, LANDLORD'S PARTNERS, VENTURERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUBTENANTS, ASSIGNEES, AFFILIATES, INVITEES, GUESTS AND CONTRACTORS WITH RESPECT TO THE PROPERTY GENERALLY, WHETHER OCCURRING BEFORE OR AFTER THE EXPIRATION OR TERMINATION OF THIS LEASE. LANDLORD'S OBLIGATIONS UNDER THIS PARAGRAPH 14(E) SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY LANDLORD UNDER THIS LEASE.**

15. CONDEMNATION.

(a) If the whole or any substantial part of the Property should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Parking Facility for the purpose for which they are being used, this Lease shall terminate and the Rent shall be abated for the remainder of the Term, effective when the physical taking of said Property shall occur.

(b) If less than a substantial part of the Property shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, this Lease shall not terminate, but the Rent payable hereunder

PHB

during the remainder of the Term shall be reduced to such extent as may be fair and reasonable under all of the circumstances.

(c) In the event of any such taking or private purchase in lieu thereof, Landlord and Tenant shall each be entitled to receive and retain such separate awards and/or portion of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

16. HOLDING OVER. Tenant will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession to Landlord. If Landlord agrees in writing that Tenant may hold over after the expiration or termination of this Lease, unless the parties hereto otherwise agree in writing on the terms of such holding over, the hold over tenancy shall be deemed a tenancy at sufferance and shall be subject to termination by Landlord at any time upon not less than five (5) days advance written notice, or by Tenant at any time upon not less than thirty (30) days advance written notice, and all of the other terms and provisions of this Lease shall be applicable during that period, except that Tenant shall pay Landlord from time to time upon demand, as Rent for the period of any hold over, an amount equal to one and one-half (1-1/2) times Rent in effect on the expiration or termination date, computed on a daily basis for each day of the hold over period. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided. The preceding provisions of this Paragraph 16 shall not be construed as Landlord's consent for Tenant to hold over, and Tenant shall pay Landlord upon demand for all damages incurred by Landlord as a result of Tenant's holding over.

17. QUIET ENJOYMENT. Landlord covenants that it has good title to the Premises free and clear, of all liens and encumbrances, excepting only the lien for current taxes not yet due, such mortgage or mortgages as are permitted by the terms of this Lease, zoning ordinances (if applicable) and other fire ordinances and governmental regulations relating to the use of such property, and easements, restrictions and other conditions of record. Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant upon paying the Rent herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly enjoy the Property for the term hereof without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

18. EVENTS OF DEFAULT. 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 the Rent hereby reserved when due, or any other payment or reimbursement to Landlord required herein, and such failure shall continue for a period of five (5) days from the date such installment was due.

(b) Tenant shall fail to comply with any term, provision or covenant of this Lease (other than the a failure to pay any amount owing under this Lease described in Paragraph 18(a) above), and shall not cure such failure, or if such failure cannot be cured within such time period, commence and diligently pursue a cure of such failure, within twenty (20) days after written notice thereof to Tenant. If such failure is not susceptible to cure, for example, without limitation, assignment or subletting the Property without Landlord's prior written consent, then such failure shall immediately be deemed an Event of Default and Landlord shall have no obligation to provide notice of default and Tenant shall have no period for cure.

(c) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(d) Tenant shall file a petition, voluntary or involuntary, under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof, or Tenant shall be adjudged bankrupt, or insolvent in proceedings filed against Tenant thereunder.

(e) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

(f) Tenant shall abandon or vacate the Property.

19. REMEDIES. Upon the occurrence of any Events of Default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Terminate this Lease by giving Tenant written notice thereof, in which event Tenant shall immediately surrender the Property to Landlord, and if Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Property and expel or remove Tenant or any other person who may be occupying such Property or any part thereof, without being liable for prosecution or any claim of damages therefor. In the event Landlord terminates this Lease, Tenant shall immediately become liable to Landlord for damages for the entire breach in the amount equal to the amount the Rent, which would be payable by Tenant during the remainder of the Term and all other payments due from Tenant for the balance of the Term exceeds the fair market rent value of the Property for the remainder of the Term as of the time of default, both discounted at the rate of six percent (6%) per annum to the then present value. Such amount shall be due and payable upon Landlord's notice to Tenant of termination of the Lease and shall bear interest until paid at the maximum annual rate permitted by law.

(b) Terminate possession of the Property, and enter upon and take possession of the Property and expel or remove Tenant and any other person who may be occupying such Property or any part thereof, without being liable for prosecution or any claim of damages therefor; and relet the Property and receive the rent therefor; and Tenant agrees to pay to the Landlord on demand any deficiency that may arise by reason of such reletting. In the event Landlord is successful in reletting the Property at a rental in excess of that agreed to be paid by Tenant pursuant to the terms of this Lease, Landlord and Tenant each mutually agree that Tenant shall not be entitled, under any circumstances, to such excess rental, and Tenant does hereby specifically waive any claim to such excess rental.

(c) Enter upon the Property, without being liable for prosecution or any claim of damages therefor; and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action, whether caused by the negligence of Landlord or otherwise.

(d) Landlord shall have the right, in its sole discretion, without additional notice and without court or judicial proceedings, to alter the locks and/or other security devices providing Tenant access to the Property and repossess the Property and remove all persons and property therefrom and Tenant hereby agrees to surrender possession of the Property and waives any claim arising by reason thereof or by reason of the issuance of any distress warrant or writ of sequestration, and agrees to hold Landlord harmless from any such claims. If Landlord alters the locks and/or other security devices to the Property, Tenant shall pay to Landlord the cost incurred in change the locks. The terms and conditions of this subsection shall supersede the terms and conditions of the Texas Property Code to the extent of any conflict.

(e) Receive payment from Tenant, in addition to any sum provided to be paid above, for any and all actual damages incurred by Landlord, including, but not limited to, the following expenses for which Tenant shall be considered liable:

1. Broker fees incurred by Landlord in connection with reletting the whole or any part of the Property;

2. The cost of removing and storing Tenant's or other occupant's property;

3. The cost of repairing, altering, remodeling or otherwise putting the Property into condition, acceptable to a new tenant or tenants, plus a reasonable charge to cover overhead; and

4. All reasonable expenses incurred by Landlord in enforcing Landlord's remedies.

P+B

(f) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by the Landlord or its agents during the Term shall be deemed a termination of this Lease or an acceptance of the surrender of the Property, and no agreement to terminate this Lease or to accept a surrender of said Property shall be valid unless in writing and signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the other terms, provisions and covenants herein contained. Landlord's acceptance of the payment of rental or other payments hereunder after the occurrence of an Event of Default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default or of any subsequent default. If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning any of Landlord's rights or remedies hereunder or to enforce or defend any of the Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorney's fees so incurred.

(g) Notwithstanding anything in this Paragraph 19, to the extent that the laws of the State of Texas require that a landlord take reasonable measures to mitigate damages recoverable against a defaulting tenant, Tenant agrees that if Landlord, within a reasonable time after Landlord becomes aware of a default by Tenant, notifies its leasing agent of the availability of the Property for lease, requests that the Property be marketed, and Landlord or its leasing agent advertises the Property in the same manner as it advertises any comparable real property for lease, then Landlord will be deemed to have satisfied any obligation to mitigate damages. Landlord shall have no obligation to re-let the Property (i) to a prospect that does not meet Landlord's usual leasing criteria, including, without limitation, credit requirements; (ii) before Landlord leases other vacant space in the Parking Facility; (iii) if another tenant of the Parking Facility (who is not in default) tenders to Landlord (for Landlord's consent) a prospective tenant for a sublease or an assignment of the existing tenant's space; (iv) if the nature of the substitute tenant's business would violate the use provisions of this Lease, or would, in Landlord's reasonable judgment, not be consistent with the current operation of the Parking Facility, or would violate any exclusive use provisions in any Parking Facility leases; or (v) under terms and conditions that have the effect of materially altering Landlord's obligations under this Lease or are substantially below the fair rental value. All rentals actually received by Landlord from any such reletting shall be applied, first, to the payment of any cost and expense of reletting, including brokerage commissions, attorneys' fees and cost of alterations and repairs; second, to the payment of any Rent due and unpaid hereunder; and finally, the residue, if any, shall be held by Landlord and applied in payment of future Rent, as the same may become due and payable hereunder.

20. LANDLORD'S LIEN. In addition to and cumulative of Landlord's statutory lien, Tenant hereby grants to Landlord a security interest in and to all furniture, furnishings, fixtures, equipment, merchandise and other property placed on the Property by Tenant to secure the performance of Tenant's obligations under this Lease, including, without limitation, Tenant's obligation to pay timely all items of Rent. Tenant hereby grants Landlord the right to file in the appropriate public records all documents required or desirable to perfect such security interest pursuant to the terms of the Texas Uniform Commercial Code. Landlord agrees to subordinate Landlord's statutory and contractual lien with respect to Tenant's furniture, furnishings, fixtures, equipment, and other personal property placed on the Property by Tenant to any purchase money security interests and purchase money liens granted to third-party creditors in connection with the purchase of said items, but only to the extent of such financing; provided that, in the event of Tenant's default under such financing, Landlord is given an opportunity to cure such default and further provided that such furniture, fixtures, equipment, or other personal property shall not be removed from the Property in a manner that would cause damage to the Property, and if there is any such damage, then such damage is to be promptly repaired at no expense to Landlord. Any subordination agreement entered into with a third-party creditor of Tenant shall be in form

and substance acceptable to Landlord, and Tenant shall reimburse Landlord for reasonable attorneys' fees incurred by Landlord in connection with preparation and negotiation of such subordination agreement.

21. MORTGAGES. This Lease is subordinate to all liens, encumbrances, easements, and deeds of trust encumbering the Property, and all refinancings, replacements, modifications, extensions or consolidations thereof. Tenant shall attorn to any mortgagee or purchaser at foreclosure sale as "landlord" under this Lease. Within five (5) days after Landlord's request, Tenant shall execute and deliver to Landlord in recordable form whatever true and correct instrument may be required to evidence such subordination and attornment. If Tenant fails to execute and deliver such instrument as required, the statements therein shall be deemed to be true, and Tenant hereby appoints Landlord as its Attorney-in Fact to execute and acknowledge such instruments on its behalf.

22. LANDLORD'S DEFAULT.

(a) In the event Landlord should default in any of its obligations hereunder, Tenant shall simultaneously give Landlord and Landlord's mortgagee written notice specifying such default, and Landlord shall thereupon have thirty (30) days (plus such additional period as may be reasonably required) in which to cure any such default. In addition, Landlord's mortgagee shall have the right (but not the obligation) to cure or remedy such default during the period that is permitted to Landlord hereunder, plus an additional period of thirty (30) days, and Tenant will accept such curative or remedial action taken by Landlord's mortgagee with the same effect as if such action had been taken by Landlord.

(b) Upon the failure of Landlord or Landlord's mortgagee to cure such default in accordance with the provisions of Paragraph 22(a) hereof, Tenant's exclusive remedy shall be an action for damages against Landlord, and Tenant hereby waives the benefit of any laws granting it a lien upon the property of Landlord and/or upon rent due Landlord.

23. ASSIGNMENT BY LANDLORD. Landlord shall have the right to assign or transfer, in whole or in part every feature of its rights and obligations hereunder and the Property provided such assignee or transferee recognizes and agrees to be bound by the terms of this Lease. Such assignments or transfers may be made to a corporation, trust, trust company, individual or group of individuals, and howsoever made shall be in all things respected and recognized by Tenant.

24. DISCLAIMER. This Lease and the obligation of Tenant to pay Rent hereunder and perform all of the other covenants and agreements hereunder on the part of the Tenant to be performed shall not be affected, impaired or executed because Landlord is unable to fulfill any of its covenants and obligations under this Lease, expressly or impliedly to be performed by Landlord, if Landlord is prevented or delayed from doing so by reason of Force Majeure.

25. MECHANIC'S LIENS. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance, of any kind or nature whatsoever, upon, or in any manner to bind, the interest of Landlord in the Property for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument. Tenant covenants and agrees that it shall not permit any liens against the Property and Tenant shall pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Property on which any lien is or can be validly and legally asserted against its leasehold interest in the Property. Tenant shall cause any lien filed against the Property to be removed within thirty (30) days of notice from Landlord, and shall save and hold harmless Landlord from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the Property or under the terms of this Lease.

26. NOTICES. Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by Landlord to Tenant or with reference to the sending, mailing or

delivery of any notice or the making of any payment by Tenant to Landlord shall be deemed to be complied with when and if the following steps are taken:

(a) All Rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address hereinbelow set forth or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith. Tenant's obligation to pay Rent and any other amounts to Landlord under the terms of this Lease shall not be deemed satisfied until Rent and other amounts owing have been actually received by Landlord.

(b) All payments required to be made by Landlord to Tenant hereunder shall be payable to Tenant at the address hereinbelow set forth, or at such other address within the continental United States as Tenant may specify from time to time by written notice delivered in accordance herewith.

(c) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified or Registered Mail, or by overnight courier with required signature by recipient, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

LANDLORD: Avenger Parking 1, LLC
c/o Peter H. Billipp
6925 Portwest Drive, Suite 130
Houston, TX 77024
Phone: 713-426-5000

TENANT: Tricolor Holdings, LLC
c/o Daniel Chu
6021 Connection Drive, 4th Floor
Irving, Texas 75039
Phone: 424-290-2200

If and when included within the term "Landlord", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to Landlord; if and when included within the term "Tenant", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments to Tenant. All parties included within the terms "Landlord" and "Tenant", respectively, shall be bound by notices given in accordance with the provisions of this Paragraph to the same effect as if each had received such notice.

27. ENVIRONMENTAL ASSURANCES.

A. Covenants.

(i) Tenant shall not cause any Hazardous Materials (as defined in Paragraph 27[C]) to be used, generated, stored or disposed of on, under or about, or transported to or from, the Property unless the same are in compliance with all applicable laws, including, but not limited to, Environmental Laws. Tenant shall not conduct any operation within the Property which could result in a Hazardous Materials Contamination (as defined in Paragraph 27[C]) without complying with all safety procedures set forth by all applicable laws, including, but not limited to, Environmental Laws. Notwithstanding the foregoing, Tenant shall be permitted to store, use and dispose of de minimis amounts of Hazardous Materials which are incidental to Tenant's business so long as such amounts does not increase the

Landlord's insurance or change the occupancy class of the Property. Such Hazardous Materials and all containers therefor, shall be stored, used and disposed of in a manner that complies with all applicable Environmental Laws and other Laws or regulations applicable to such Hazardous Materials. Tenant shall be liable for all costs and expenses related to the storage, use and disposal of such de minimis amounts of Hazardous Materials incidental to Tenant's business and shall indemnify, defend and hold Landlord harmless from any claims or liabilities relating thereto.

(ii) Tenant shall comply with all obligations imposed by Environmental Laws, and all other restrictions and regulations upon the use, generation, storage or disposal of Hazardous Materials at, to or from the Property and upon any Hazardous Materials Contamination which occurs at the Property. Tenant shall not commence or alter any operations at the Property prior to: (A) obtaining all permits, registrations, licenses, certificates and approvals from all governmental authorities required pursuant to any Environmental Laws or other applicable laws; and (B) delivering a copy of each permit, registration, license, certificate and approval to Landlord, together with a copy of the application upon which such permit, registration, license, certificate and approval is based. Tenant shall not install any underground or above ground storage tanks ("Tanks") at the Property without the prior written consent of Landlord, and upon demand of Landlord, shall, prior to the expiration or sooner termination of the Term, remove, at Tenant's own expense, all Tanks installed at the Property during the Term, and in so doing, Tenant shall comply with all closure requirements and other requirements of applicable Environmental Laws and other applicable laws.

(iii) Tenant shall deliver promptly to Landlord true and complete copies of all notices received by Tenant from any governmental authority with respect to the use, generation, storage or disposal by Tenant of Hazardous Materials at, to or from the Property and shall immediately notify Landlord both by telephone and in writing with a full description thereof of any unauthorized discharge of Hazardous Materials, any Hazardous Materials Contamination or of any condition that poses an imminent hazard to the Property, the public or the environment. Landlord shall have the right, but not the obligation, without in any way limiting Landlord's other rights and remedies under this Lease, to enter onto the Property and the Property or to take such other actions as it deems necessary or advisable to cleanup, remove, resolve or minimize the impact of, or otherwise deal with, any Hazardous Materials or Hazardous Materials Contamination on the Property following receipt of any notice from any person or entity asserting the existence of any Hazardous Materials or Hazardous Materials Contamination pertaining to the Property which, i f true, could result in an order, suit, imposition of a lien on the Property, or other action and/or which, in Landlord's sole opinion, could jeopardize Landlord's security under the Lease.

(iv) Tenant shall complete fully, truthfully and promptly any questionnaires sent by Landlord with respect to Tenant's use of the Property and its use, generation, storage and disposal of Hazardous Materials and any Hazardous Materials Contamination at, to or from the Property. Landlord shall have the right, from time to time, during the Term, and upon the expiration or sooner termination of the Term, to require that Tenant hire, and in such event Tenant shall, at Tenant's own expense, hire an environmental consultant satisfactory to Landlord to undertake sampling at the Property sufficient to determine whether Hazardous Materials have been discharged or whether a Hazardous Materials Contamination has occurred, during the Term.

(v) Tenant shall permit entry onto the Property by Landlord or Landlord's representatives at any reasonable time to verify and monitor Tenant's compliance with its covenants set forth in this Paragraph 27 and to perform other

environmental inspections of the Property. Without limiting any other remedy available to Landlord under this Lease or by applicable Laws, Tenant's failure to abide by the terms of this Paragraph 27 shall be restrainable or enforceable, as the case may be, by injunction. Tenant shall notify Landlord in advance of all meetings scheduled between Tenant or Tenant's representatives and any governmental authority pertaining to Hazardous Materials located at the Property or a Hazardous Materials Contamination, and Landlord and Landlord's agents, representatives and employees, including, but not limited to, legal counsel and environmental consultants and engineers, shall have the right, without the obligation, to attend and participate in all such meetings.

(vi) If Landlord conducts any environmental inspections because it has reason to believe that Tenant's activities have or are likely to result in a violation of Environmental Laws or a release of Hazardous Materials on the Property or a Hazardous Materials Contamination, then Tenant shall pay to Landlord, as Additional Rent, the out of pocket costs incurred by Landlord for such inspections and the disclosure on any violation or release will be an Event of Default.

(vii) Tenant shall cease immediately upon notice from Landlord any activity which violates or creates a risk of violation of any Environmental Laws or which has caused a Hazardous Materials Contamination.

(viii) After notice to and approval by Landlord, Tenant shall promptly remove, clean-up, dispose of or otherwise remediate, in accordance with Environmental Laws, other Laws, and good commercial practice, any Hazardous Materials or any Hazardous Materials Contamination, on, under or about the Property resulting from Tenant's activities on the Property and any failure to do so will be an Event of Default. Tenant shall, at Tenant's own expense, in accordance with all applicable laws, including Environmental Laws, undertake all action required by Landlord and any governmental authority, including, but not limited to, promptly obtaining and delivering to Landlord an unconditional written determination by the applicable environmental protection or conservation agency that there are no Hazardous Materials or a Hazardous Materials Contamination present at the Property or at any other site to which a discharge originating at the Property migrated, or that any Hazardous Materials Contamination present at the Property or that has migrated from the Property, have been remediated in accordance with all applicable requirements ("No Further Action Letter"). Promptly upon completion of all required investigatory and remedial activities, Tenant shall, at Tenant's own expense, and to Landlord's satisfaction, restore the affected areas of the Property and the Property from any damage or condition caused by the investigatory or remedial work.

(ix) If prior to the expiration or earlier termination of the Term, Tenant fails to remediate all Hazardous Materials and any Hazardous Materials Contamination pursuant to this Paragraph 27 and deliver to Landlord an unconditional No Further Action Letter (the "Environmental Clearance"); then upon the expiration or earlier termination of this Lease, Landlord shall have the option either to consider the Lease as having ended or treat Tenant as a hold-over tenant in possession of the Property. If Landlord considers the Lease as having ended, then Tenant shall nevertheless be obligated to promptly obtain and deliver to Landlord the Environmental Clearance, and otherwise fulfill all of the obligations of Tenant set forth in this Paragraph 27. If Landlord treats Tenant as a hold-over tenant in possession of the Property, then Tenant shall pay, monthly to Landlord, on the first day of each month, in advance, double the Base Rent that Tenant would otherwise have paid under the Lease along with Additional Rent, until such time as Tenant delivers to Landlord the Environmental Clearance, and otherwise fulfills its obligations to Landlord under this Paragraph 27, and during the hold-over period, all other terms of this Lease shall remain in full force and effect.

B. **INDEMNIFICATION. TENANT HEREBY AGREES THAT TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LANDLORD, ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, DEMANDS, PENALTIES, FINES, LIABILITIES, SETTLEMENTS, DAMAGES, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' AND CONSULTANTS' FEES, COURT COSTS AND LITIGATION EXPENSES) AND INCLUDING, WITHOUT LIMITATION, ANY DECREASE IN THE VALUE OF THE PROPERTY, LOSS OR RESTRICTION OF ANY AREA OF THE PROPERTY, AND ADVERSE IMPACT OF THE MARKETABILITY OF THE PROPERTY, OF WHATEVER KIND OR NATURE, KNOWN OR UNKNOWN, CONTINGENT OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO (A) THE PRESENCE, DISPOSAL, RELEASE OR THREATENED RELEASE AND SUBSEQUENT REMEDIATION OF ANY HAZARDOUS MATERIALS OR ANY HAZARDOUS MATERIALS CONTAMINATION FROM THE PROPERTY CAUSED BY TENANT; (B) ANY PERSONAL INJURY (INCLUDING WRONGFUL DEATH) OR PROPERTY DAMAGE (REAL OR PERSONAL) ARISING OUT OF OR RELATED TO SUCH HAZARDOUS MATERIALS OR HAZARDOUS MATERIALS CONTAMINATION CAUSED BY TENANT; OR (C) THE APPLICABILITY OF ANY LAWS RELATING TO HAZARDOUS MATERIALS OR HAZARDOUS MATERIALS CONTAMINATION ON THE PROPERTY OR CAUSED BY TENANT. THE PROVISIONS OF THIS SUBSECTION SHALL BE IN ADDITION TO ANY OTHER OBLIGATIONS AND LIABILITIES TENANT MAY HAVE TO LANDLORD AT LAW OR IN EQUITY AND SHALL SURVIVE THE EXPIRATION OF THIS LEASE OR THE TERMINATION THEREOF.**

C. Definitions. "Hazardous Materials" shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances", or "hazardous wastes" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended; those substances defined as "hazardous substances", "materials", or "wastes" under the law of the state in which the Property is located, including, but not limited to, the Texas Commission on Environmental Quality; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws ("Environmental Laws"); materials containing asbestos or urea formaldehyde; gasoline and other petroleum products; flammable explosives; radon and other natural gases; and radioactive materials, storage tanks, whether or not underground and whether empty, filled or partially filled with any substance any substance the presence of which in or about the Property is prohibited by any governmental authority or which is hereafter classified by any governmental authority as a hazardous or toxic waste, material, substance or similar phraseology, and any other substance which by any governmental authority requires special handling or notification of any governmental authority in its collection, storage, treatment, or disposal. "Hazardous Materials Contamination" shall mean the release, spillage, leakage, pouring, emptying, dumping, emission or disposal of Hazardous Materials (whether presently existing or hereafter occurring) in or about the Property, facilities, soil, groundwater, air or other elements in or about the Property or any other property as a result of Hazardous Materials at any time emanating from the Property.

D. Survival. The obligations of Tenant in this Paragraph 27 shall survive the expiration or termination of this Lease.

28. BROKERAGE. Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than Katie Chu; Compass RE Texas, LLC ("Tenant's Broker"), and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction. Landlord agrees to pay Tenant's Broker a commission equal to

$50,000 if and when the Commencement Date occurs. The provisions of this Paragraph 28, in addition to all of Tenant's indemnities and covenants expressly set forth in this Lease, shall survive the termination of this Lease.

29. LIMITATIONS ON LANDLORD'S LIABILITY. Landlord's liability for failure to perform its obligations under this Lease shall be recoverable solely out of the proceeds from judicial sale upon execution and levy made against Landlord's interest in the Property. Except as provided in this Paragraph 29, Tenant waives all other rights of recovery against Landlord, Landlord's partners, members, shareholders, managers, officers or directors, Landlord's mortgagee, Landlord's employees, agents, or legal representatives (collectively, the "Landlord Parties"), and all claims against the Landlord Parties for consequential, special or punitive damages allegedly suffered by Tenant, including lost profits and business interruption. The Landlord Parties shall have no personal liability under this Lease.

30. MISCELLANEOUS.

(a) Words of any gender used in this Lease shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.

(b) The terms, provisions, covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns except as otherwise herein expressly provided.

(c) Because the Property is on the market and are presently being shown, this Lease shall be treated as an offer to lease the Property, and it is subject to prior lease of the Property or withdrawal or non-acceptance by Landlord or to other use of the Property without notice, and this Lease shall not be valid or binding unless and until executed by Tenant and accepted by Landlord and a fully executed copy delivered to both parties.

(d) The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

(e) Tenant agrees, from time to time, within ten (10) days after request of Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating that this Lease is in full force and effect, the date to which Rent has been paid, the unexpired term of this Lease and such other matters pertaining to this Lease as may be reasonably requested by Landlord.

(f) All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or earlier termination of the Term.

(g) If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that, in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease contract a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

(h) This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

(i) Landlord and Tenant acknowledge and agree that this Lease shall be interpreted and enforced in accordance with the laws of the State of Texas and all obligations and duties are performable exclusively in Dallas County, Texas.

(j) Each party agrees to furnish to the other, promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of such party to enter into this Lease.

(k) At Landlord's request which shall be no more than two (2) times during any Lease year, Tenant shall furnish Landlord with true and complete copies of its most recent annual and quarterly financial statements prepared by Tenant or Tenant's accountants and any other financial information or summaries that Tenant typically provides to its lenders or shareholders.

(l) Neither this Lease nor a memorandum of lease shall be filed by or on behalf of Tenant in any public record. Landlord may prepare and file, and upon request by Landlord Tenant will execute, a memorandum of lease.

(m) This Lease may be signed in any number of counterparts, each of which shall be an original for all purposes, but all of which taken together shall constitute only one agreement.

(n) In the event either Landlord or Tenant brings any legal or equitable proceeding (including any court action or arbitration proceeding) for enforcement of any of the terms or conditions of this Lease, or any alleged disputes, breaches, defaults or misrepresentations in connection with any provision of this Lease, the prevailing party in such proceeding, shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith. The "prevailing party" for purposes of this Lease, shall be deemed to be that party who obtains substantially the result sought, whether by settlement, dismissal or judgment.

31. RENEWAL OPTIONS. Provided no Event of Default, as defined in Paragraph 18, has occurred during the Term, Tenant shall have the option to extend the Term for one (1), sixty (60) month renewal term, by giving Landlord written notice of such Tenant intention to renew not sooner than twelve (12) months and not later than nine (9) months prior to expiration of the Term. In the event Tenant exercises its option to extend the Term of the Lease, the Base Rent shall be a fair market rental rate as mutually agreed by Tenant and Landlord on or before six (6) calendar months prior to expiration of the then-current Term. In no event will the Base Rent for the renewal term be less than the Base Rent in effect during the last month of the then-current Term. Upon agreement of the Base Rent for the renewal term, if any, Landlord and Tenant shall execute an amendment to this Lease to stipulate the Base Rent for the renewal term. If Tenant and Landlord are unable to mutually agree upon the Base Rent (and/or other terms or conditions) for the extension term and enter into an amendment to this Lease to stipulate such Base Rent on or before six (6) calendar months prior to expiration of the then-current Term, then neither party shall have any further rights or obligations after expiration of the initial Term. Except as otherwise provided herein, all other terms, covenants, and provisions of this Lease shall apply to the extended term of the Lease. If Tenant exercises its renewal option, then the word "Term" shall be deemed to include the renewal term.

32. LETTER OF CREDIT TO SECURE TENANT OBLIGATIONS UNDER LEASE. As a condition precedent to this Lease, Tenant shall deliver to Landlord on the Effective Date an irrevocable letter of credit in the form set forth in Exhibit "C" attached hereto and incorporated herein and issued by a bank reasonably acceptable to Landlord and Landlord's lender. Such Letter of Credit shall: (a) be in the amount of One Million One Hundred Twenty-Five Thousand Forty-Four and No/100 Dollars ($1,125,044.00), and so long as there has been no Event of Default by Tenant under the Lease during the first (1st) sixty (60) months of the Term, the letter of credit shall terminate at the end of the sixtieth (60th) month of the Term; provided, however, the letter of credit shall continue in place for the remainder of the Term if an Event of Default under the Lease occurs during the first (1st) sixty (60) months of the Term; (b) be in form and substance satisfactory to Landlord; (c) name Landlord as its beneficiary; (d) be drawn on an FDIC insured financial institution satisfactory to the Landlord; (e) expressly allow Landlord to draw upon it: (i) in the event that an Event of Default occurs under the Lease, such draw to be effective by Landlord delivering to the issuer of the Letter of Credit written notice that Landlord is entitled to draw thereunder pursuant to the terms of this Lease; or (ii) if Tenant, within sixty (60) days prior to expiration of the Letter of Credit then held by Landlord, fails to provide

Landlord with a replacement Letter of Credit meeting the requirements herein; (f) expressly state that it will be honored by the issuer without inquiry into the accuracy of any such notice or statement made by Landlord; (g) expressly permit multiple or partial draws up to the stated amount of the Letter of Credit; (h) expressly provide that it is transferable to any successor of Landlord; and (i) expire no earlier than 60 days after the expiration of the Term of this Lease or provide for automatic annual renewals such that the Letter of Credit will be deemed automatically renewed, without amendment, for consecutive periods of one year each thereafter during the Term unless the issuing bank sends a notice (the "Non-Renewal Notice") to Landlord by certified mail, return receipt requested, not less than 60 days next preceding the then expiration date of the Letter of Credit stating that the issuing bank has elected not to renew the Letter of Credit. If Tenant fails to furnish such renewal or replacement Letter of Credit at least 60 days prior to the stated expiration date of the Letter of Credit then held by Landlord or if Landlord receives a Non-Renewal Notice, Landlord may draw upon such Letter of Credit and hold the proceeds thereof (and such proceeds need not be segregated) as a security deposit to secure Tenant's faithful performance of all the terms, covenants, and conditions of this Lease. Tenant agrees that it shall from time to time, as necessary, whether as a result of a draw on the Letter of Credit by Landlord pursuant to the terms hereof or as a result of the expiration of the Letter of Credit then in effect, to replace the original and any subsequent Letter of Credit so that a Letter of Credit, in the amount required hereunder, is in effect until (i) sixty (60) days after expiration of the sixtieth (60th) month of the Term, so long as there has been no Event of Default by Tenant under the Lease, or (ii) if there has been an Event of Default by Tenant under the Lease during the first (1st) sixty (60) months of the Term, then the date which is at least sixty (60) days after the expiration of the Term of the Lease. Any renewal of or replacement for the original or any subsequent Letter of Credit shall meet the requirements for the original Letter of Credit as set forth above.

33. AUTHORITY.

The person executing this Lease on behalf of Tenant warrants and represents unto Landlord that:

(a) Tenant is a duly organized and validly existing limited liability company in good standing under the laws of its state of formation and the State of Texas;

(b) Tenant has the full right and authority to execute, deliver, and perform this Lease;

(c) The person executing this Lease on behalf of Tenant is authorized to do so;

(d) Upon request of Landlord, such person will deliver to Landlord satisfactory evidence of his or her authority to execute this Lease on behalf of Tenant; and

(e) This Lease, when executed and delivered by Tenant and Landlord, will constitute the valid and binding agreement of both parties, enforceable against Tenant in accordance with its terms.

34. TERMINATION OPTION. Notwithstanding anything herein to the contrary, Tenant acknowledges that, as of mutual execution of this Lease, Landlord does not own fee simple title to the Property. Notwithstanding anything herein to the contrary, this Lease is expressly contingent upon Landlord (i) acquiring the Property, and (ii) obtaining all permits and approvals required by the City of Wilmer, Texas and Dallas County, Texas to construct and operate the Parking Facility (the "Lease Conditions"). In the event the Lease Conditions are not satisfied on or before July 1, 2022, then Landlord shall be permitted to terminate this Lease by delivering written notice to Tenant at any time thereafter but prior to the date the Lease Conditions are satisfied, in which event this Lease shall terminate and the parties shall have no further rights or obligations under this Lease except for those rights and obligations which expressly survive termination of this Lease.

[Signature Page to Follow]

EXECUTED this 6th day of January, 2022.

"TENANT"

TRICOLOR HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name: Daniel Chu
Title: CEO

"LANDLORD"

AVENGER PARKING 1, LLC,
a Texas limited liability company

By: _____
Name: Peter Billipp
Title: Manager

Exhibit "A"

Lot 2, Block G, Sunridge Business Park, a subdivision according to the map or plat thereof recorded in the Real Property Records of Dallas County, Texas under Clerk's File No. 201600252285.

Exhibit "A-1"
Site Plan

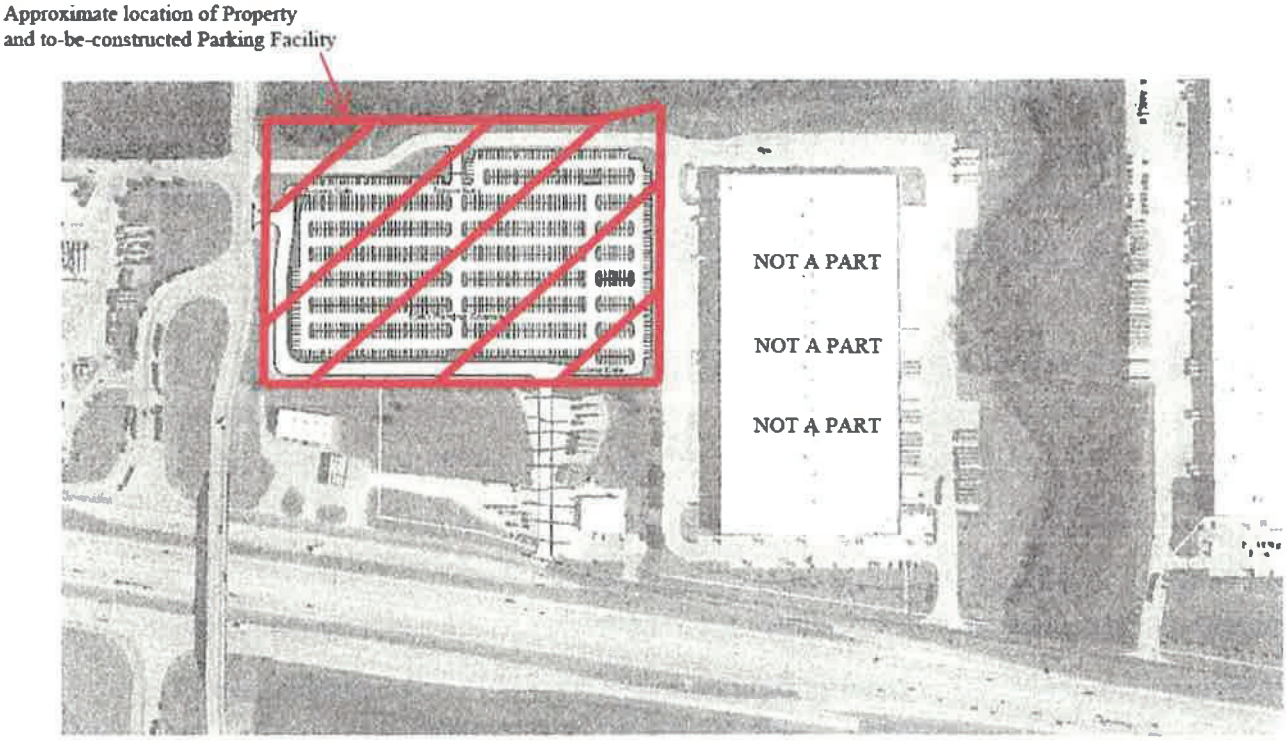


Exhibit "B"
Landlord's Work

LANDLORD'S WORK

1. Scope Landlord. shall be responsible only for the performance of the actual work performed by Landlord described in Section 2 below ("Landlord's Work"), which shall be performed in accordance with plans and specifications prepared by Landlord's. All other work shall be performed by Tenant at Tenant's sole cost and expense or, if Landlord so elects, shall be performed by Landlord and reimbursed by Tenant upon demand by Landlord.

2. Description of Landlord's Work. Landlord shall construct the Parking Facility, as approximately depicted on the Site Plan set forth on Exhibit A-1 of the Lease, pursuant to plans and specifications drawn by Landlord's architect, which shall include the following:

A. Six inch (6") reinforced concrete pavement with underground drainage;

B. Site lighting with pole lights averaging approximately 2fc across the Premises;

C. Painted striping as mutually agreed upon by Tenant and Landlord;

D. Seven foot (7') black vinyl fence around the perimeter of the Premises with three (3) automated sliding gates;

E. Landscape and irrigation complying with all applicable laws and codes.

3. No Responsibility for Additional Work. Except for the foregoing work, Landlord shall not be responsible for, nor shall Landlord construct any, additional improvements on the Property, unless agreed to by Landlord in writing.

4. Acceptance of Landlord's Work. Tenant agrees that, upon Substantial Completion of Landlord's Work, Tenant shall conclusively be deemed to have accepted the Property in the condition in which it then exists. Tenant hereby waives any right or claim arising out of the condition of the Property, or the improvements or appurtenances thereto, and Landlord shall not be liable for any latent or patent defects therein.

5. Changes to Landlord's Work. Landlord shall not be required to make any changes to Landlord's Work. If Tenant requests any changes to Landlord's Work, and Landlord agrees in writing to make such changes, then any additional charges, expenses or costs attributable to such changes (including any increased fees which Landlord may be required to pay for architectural, engineering or other services) shall be at the sole cost and expense of Tenant and shall be paid by Tenant to Landlord before the performance of the work requested by Tenant. If Tenant requests any changes to Landlord's Work, or if Tenant requests that Landlord delay construction of any improvements to accommodate Tenant's Work, and Landlord agrees to such changes or delay, then Landlord shall advise Tenant in writing of the date on which the Property would otherwise be available for occupancy and such date shall be the Commencement Date notwithstanding that Tenant has not opened for business and/or Landlord's Work is not completed.

Exhibit "C"

FORM OF IRREVOCABLE LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: _____

Applicant: Tricolor Holdings, LLC
6021 Connection Drive, 4th Floor
Irving, Texas 75039

Beneficiary: Avenger Parking 1, LLC
6925 Portwest Drive, Suite 130
Houston, Texas 77024

Issuing Bank: [_____]

Amount of Credit ($USD): $1,125,044

EXPIRATION DATE:

We hereby issue our Irrevocable Standby Letter of Credit ("Letter of Credit") in your favor. This Letter of Credit is available by sight payment with ourselves only against presentation to this office at _____ of the following documents:

1. Your sight draft drawn on us marked: "Drawn under _____ Irrevocable Standby Letter of Credit No._____, dated _____."

2. A dated statement signed by the Beneficiary reading as follows:

> "The undersigned Avenger Parking 1, LLC, a Texas limited liability company ("Landlord") hereby certifies that the amount of the accompanying draft represents and covers payment due and owing to Landlord by Tricolor Holdings, LLC (the "Tenant"), because either (i) an Event of Default has occurred under the Lease Agreement dated January ____, 2022 (the "Lease"), by and between Landlord and the Tenant, (ii) Tenant has failed to provide Landlord with a replacement letter of credit meeting the requirements of that certain Irrevocable Standby Letter of Credit dated _____ ___, _____ (the "Current Letter of Credit") on or before sixty (60) days prior to expiration of such Irrevocable Standby Letter of Credit, or (iii) Tenant has failed to furnish a renewal or replacement letter of credit at least sixty (60) days prior to the expiration date of the Current Letter of Credit or Landlord has received a notice of non-renewal of the Current Letter of Credit."

Issuing Bank will honor this Standby Letter of Credit without inquiry into the accuracy of any such notice or statement made by Beneficiary.

3. The original of this Letter of Credit and any amendments.

4. THE APPLICANT HAS ADVISED US THAT THIS LETTER OF CREDIT IS IN CONNECTION WITH THAT CERTAIN LEASE AGREEMENT BY AND BETWEEN TRICOLOR HOLDINGS, LLC AND AVENGER PARKING 1, LLC DATED JANUARY _____, 2022.

THIS LETTER OF CREDIT IS TRANSFERABLE IN FULL AND NOT IN PART. ANY TRANSFER MADE HEREUNDER MUST CONFORM STRICTLY TO THE TERMS HEREOF AND TO THE CONDITIONS OF RULE 6 OF THE INTERNATIONAL STANDBY PRACTICES FIXED BY THE INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 590 (ISP98). SHOULD YOU WISH TO EFFECT A TRANSFER UNDER THIS CREDIT, SUCH TRANSFER WILL BE SUBJECT TO THE RETURN TO US OF THE ORIGINAL CREDIT INSTRUMENT, ACCOMPANIED BY OUR FORM OF TRANSFER, PROPERLY COMPLETED AND SIGNED BY AN AUTHORIZED SIGNATORY OF YOUR FIRM, BEARING YOUR BANKER'S STAMP AND SIGNATURE AUTHENTICATION AND PAYMENT OF OUR TRANSFER FEE. SUCH TRANSFER FORM IS AVAILABLE UPON REQUEST.

THIS STANDBY LETTER OF CREDIT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR PERIODS BEGINNING TWELVE (12) MONTHS AFTER THE EXPIRY DATE HEREOF AND UPON EACH ANNIVERSARY OF SUCH DATE, BUT IN NO EVENT BEYOND (*insert final expiration date of Lease*), UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE OF THIS STANDBY LETTER OF CREDIT, WE NOTIFY YOU BY OVERNIGHT COURIER SERVICE OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT BEYOND ITS CURRENT EXPIRATION DATE.

Upon receipt by you of our notice that we elect not to extend the expiration date OF THIS LETTER OF CREDIT, you may draw against presentation to our office at the address above of the following documents:

1. Your sight draft drawn on us marked: "Drawn under _____ Irrevocable Standby Letter of Credit No. _____, dated _____."

2. A dated statement signed by the beneficiary stating:

   "The undersigned Beneficiary hereby certifies that we have RECEIVED NOTICE OF NON-EXTENSION FROM _____ AND TENANT has failed to provide an acceptable substitute Letter of Credit at least sixty (60) days prior to expiration of _____ Irrevocable Standby Letter of Credit No. _____."

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT THE AMOUNT AVAILABLE FOR DRAWING HEREUNDER WILL BE REDUCED VIA AMENDMENT UPON OUR RECEIPT OF BENEFICIARY'S WRITTEN AUTHORIZATION.

We hereby agree with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation TO US., and that multiple or partial draws of the Amount of Credit are expressly permitted hereunder.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590.

EXHIBIT 3 TO ADMINISTRATIVE CLAIM

FIRST AMENDMENT TO LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is entered into effective as of January 10th, 2023 (the "Effective Date"), by and between **AVENGER PARKING 1, LLC,** a Texas limited liability company (the "Landlord"), and **TRICOLOR HOLDINGS, LLC,** a Delaware limited liability company (the "Tenant"). Landlord and Tenant are referred to collectively herein as the "Parties."

RECITALS:

A. Landlord and Tenant entered into that certain Lease Agreement dated January 6, 2022 (the "Lease"), for the lease of a parking facility located at 900 Fulghum Road, Wilmer, Texas 75172, and designated as the "Premises" in the Lease; and

B. Landlord and Tenant mutually desire to amend the Lease to (i) confirm that Substantial Completion of Landlord's Work has occurred, (ii) confirm the Commencement Date and Term of the Lease, and (iii) modify Tenant's Base Rent and Additional Rent obligations under the Lease, each as is more particularly provided for below.

AGREEMENT:

NOW THEREFORE, in consideration of the above-stated recitals, and for and in consideration of the mutual covenants and agreements contained in the Lease and in this First Amendment, the Parties hereby agree, as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this First Amendment to the same extent as if set forth herein in full.

2. Capitalized Terms. All capitalized terms used herein shall have the same meaning as defined in the Lease, unless otherwise defined in this First Amendment.

3. Substantial Completion of Landlord's Work. Landlord and Tenant agree that Substantial Completion of Landlord's Work occurred on December 30, 2022. This First Amendment shall constitute Landlord's notice of Substantial Completion of Landlord's Work to Tenant pursuant to Section 2(b) of the Lease and Tenant's acceptance of possession of the Premises.

4. Commencement Date and Term. Landlord and Tenant agree that the Commencement Date is January 10, 2023. Accordingly, the Term shall commence on January 10, 2023 and shall expire on January 31, 2033.

5. Rent Modifications.

(i) Base Rent. Section 5(a) of the Lease is hereby amended and restated in its entirety to read as follows:

"(a) Tenant shall pay Landlord Base Rent during the Term as follows, in accordance with the terms and conditions of this Lease:

Months of Term	Base Rent Per Acre of Property	Monthly Base Rent	Annualized Base Rent
1/10/2023-1/31/2023	$0.00	$0.00	$0.00
2/1/2023-10/31/2023	$3,680	$46,877	$562,522
11/1/2023-1/31/2024	$5,519	$70,315	$843,783
2/1/2024-10/31/2024	$5,685	$72,425	$869,096
11/1/2024-1/31/2025	$7,580	$96,566	$1,158,795
2/1/2025-1/31/2026	$7,807	$99,463	$1,193,559
2/1/2026-1/31/2027	$8,041	$102,447	$1,229,366
2/1/2027-1/31/2028	$8,283	$105,521	$1,266,247
2/1/2028-1/31/2029	$8,531	$108,686	$1,304,234
2/1/2029-1/31/2030	$8,787	$111,947	$1,343,361
2/1/2030-1/31/2031	$9,051	$115,305	$1,383,662
2/1/2031-1/31/2032	$9,322	$118,764	$1,425,172
2/1/2032-1/31/2033	$9,602	$122,327	$1,467,927
2/1/2033-1/31/2038 (R)	Fair Market Rental Rate, as determined pursuant to Paragraph 31	Fair Market Rental Rate, as determined pursuant to Paragraph 31	Fair Market Rental Rate, as determined pursuant to Paragraph 31"

(ii) Additional Rent. Landlord and Tenant agree that Tenant's obligation to pay Additional Rent shall be abated from January 10, 2023 through January 31, 2023. Tenant's obligation to pay Additional Rent shall commence on February 1, 2023.

6. Miscellaneous. This First Amendment (a) shall be governed by, construed under and enforced in accordance with the laws of the State of Texas; (b) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; (c) may be modified or amended only in writing signed by each party hereto; (d) may be executed in several counterparts, and by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute one and the same agreement; (e) embodies the entire First Amendment and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter; (f) to the extent signed and delivered by means of a facsimile machine or as an image attached to an electronic mail (including an image in the Adobe Acrobat "pdf" format), shall be treated in all manner and respects as an original First Amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person, and (g) in the event of any conflicts, inconsistencies or

discrepancies between the Lease (including any amendments thereto) and this First Amendment, the terms, provisions and conditions of this First Amendment shall govern and control.

7. Full Force and Effect. Except as expressly amended hereby, all other items and provisions of the Lease, as amended, remain unchanged and continue to be in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to be effective as of the Effective Date.

LANDLORD:

AVENGER PARKING 1, LLC,
a Texas limited liability company

By: P.H. Billipp
Name: Peter Billipp
Title: Manager

TENANT:

TRICOLOR HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name: David Chu
Title: CEO