Claim #301 Date Filed: 6/5/2026

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-mv17

Official Form 410

Proof of Claim

04/25

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

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

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

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

Part 1: Identify the Claim

1. **Who is the current creditor?**

Chiyo Inoue Trust Dated February 17, 2010
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

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

☒ No
☐ Yes. From whom?

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

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Audrey L. Hornisher, Clark Hill PLC Name	Chiyo Inoue Trust, c/o Jeff K. Matsuda Name
901 Main Street, Suite 6000 Number Street	5959 Belknap Street Number Street
Dallas, Texas 75202 City State ZIP Code	Haltom City, Texas 76117 City State ZIP Code
Contact phone (214) 651-2056	Contact phone (310) 465-7119
Contact email ahornisher@clarkhill.com	Contact email jeff.k.matsuda@gmail.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?

25334872606050000000000004

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?** $124,383.33. **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.
Lease. See attached Claim Summary.

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.** $8,500.00

11. **Is this claim subject to a right of setoff?**
☐ No
☒ Yes. Identify the property: $10,000 Security Deposit

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 all that apply:*

	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)(2) that applies.	$19,833.33

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

Part 3: Sign Below

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

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

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

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date Jun 5, 2026
MM / DD / YYYY

Chiyo Inoue
box SIGN 4WPK537P-4QW8L6KV
Signature

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

Name: Jeff K. Matsuda
First name Middle name Last name

Title: Power of Attorney for Trustee, Chiyo Inoue

Company: Chiyo Inoue Trust Dated February 17, 2010
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 5959 Belknap Street
Number Street

Haltom City, Texas 76117
City State Zip Code

Contact phone (310) 465-7119 Email jeff.k.matsuda@gmail.com

CLAIM SUMMARY

Debtor: Tricolor Holdings, LLC
Case No. 25-33487-mv17
Creditor: Chiyo Inoue Trust Dated February 17, 2010

I. Background

On or about June 23, 2020, Tricolor Holdings, LLC (the "**Debtor**") entered into the *Lease* (the "**Lease Agreement**") with Chiyo Inoue Trust Dated February 17, 2010 (the "**Trust**") to lease the premises located at 5959 East Belknap Street, Haltom City, Texas 76117 (the "**Premises**"). Pursuant to the Lease Agreement, the Debtor is obligated to the Trust for monthly rent in the amount of $8,500.00 per month (the "**Lease Obligations**") through the expiration of the initial lease term on July 31, 2030. A copy of the Lease Agreement is attached **Exhibit A**.

II. Pre-Petition Claim

Under the terms of the Lease Agreement, the Trust is entitled to the payment of the Lease Obligations accrued as of September 10, 2025 (the "**Petition Date**"). Accordingly, the Trust is entitled to the payment of **$2,550.00** (the "**Outstanding Pre-Petition Amount**"). Attached as **Exhibit B** is an outstanding rent schedule reflecting the Outstanding Pre-Petition Amount.

III. Post-Petition Claim

Pursuant to 11 U.S.C. § 503(b)(7), the Trust is entitled to payment of the Lease Obligations that became due and owing or accrued post-petition and until the effective date of rejection of the Lease Agreement. Accordingly, the Trust is entitled to an administrative expense claim of **$19,833.33** (the "**Outstanding Post-Petition Amount**") for Lease Obligations accrued between the Petition Date and November 19, 2025. The Outstanding Post-Petition Amount is reflected in the attached **Exhibit B**.

IV. Rejection Damages

Pursuant to the *Stipulation and Agreed Order for Lease Rejection* [Dkt. No. 448] the Lease Agreement was rejected. The effective date of the rejection was November 19, 2025. Accordingly, the Trust is entitled to the damages incurred as a result of the rejection of the Lease Agreement. Under the Lease Agreement, the Trust is entitled to collect up to the amount of the rent reserved under the Lease Agreement due to the Debtor's rejection.

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

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

> (i) the date of the filing of the petition; and
> (ii) the date on which such lessor repossessed, or the lessee surrendered, the leased property …

One year of rent reserved is $102,000.00, and 15 percent of the remaining term of the lease, not to exceed three years, is $76,500.00. Accordingly, pursuant to the restrictions of the Bankruptcy Code, the Trust is entitled to **$102,000.00** for one year of Lease Obligations under the Lease Agreement ("**Rent Reserved**") from the Petition Date.

V. Total Claim

The total claim of the Trust incorporating the Outstanding Pre-Petition Amount, Outstanding Post-Petition Amount, and Rent Reserved is **$124,383.33**, as outlined below:

Outstanding Pre-Petition Amount:	$ 2,550.00
Outstanding Post-Petition Amount:	$ 19,833.33
Rent Reserved:	
Monthly Lease Obligations: $8,500 x 12 months	$102,000.00
Total:	**$124,383.33**

VI. Reservation of Rights

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

EXHIBIT A

LEASE

BETWEEN

CHIYO INOUE TRUST DATED FEBRUARY 17, 2010

AS LANDLORD

AND

TRICOLOR HOLDINGS, LLC

AS TENANT

LEASE BETWEEN
CHIYO INOUE TUST DATED FEBRUARY 17, 2010
AND
TRICOLOR HOLDINGS, LLC

DOCUMENTS INCORPORATED BY REFERENCE

EXHIBITS

Exhibit A	Description of the Demised Premises/Site Plan
Exhibit B	Landlord's Work
Exhibit C	Tenant's Standard Signage
Exhibit D	Confirmation of Lease Terms

LEASE
BETWEEN CHIYO INOUE TRUST
DATED FEBRUARY 17, 2010
AND
TRICOLOR HOLDINGS, LLC

BASIC LEASE PROVISIONS

A. Landlord	Chiyo Inoue Trust dated February 17, 2010 5-2-15, Nishigotanda, Shinagawa-ku Tokyo 141-0031 Japan Attn: Jeffrey K. Matsuda Phone: 011-81-80-5865-6565 Email: jeff.k.matsuda@gmail.com and copy to: 2312 Pullman Lane #B Redondo Beach, CA 90278 Attn: Chiyo Inoue Phone: 909-553-7730 Email: newchiyo@hotmail.com
B. Tenant	Tricolor Holdings, LLC 1111 W. Mockingbird Ln., Suite 1500 Dallas, TX 75247 Attn: Daniel Chu, CEO Phone: (424) 290-2200 and (214) 534-3600 Email: dchu@tricolor.com
C. Least Term	The "Lease Term" shall commence on the Rent Commencement Date and shall continue for a period of ten (10) years, and shall expire on the last of the one hundred twentieth (120th) full calendar month of the Term, or as may be earlier terminated, or extended, pursuant to the Lease.
D. Lease Effective Date, Possession Date, and Rent Commencement Date	August 1, 2020
E. Extension Term(s)	Two (2) five (5) year extension Term(s). See Section 2 of the Lease.
F. Tenant's Trade Name	Tricolor Auto
J. Permitted Use	Tenant may use and occupy the Demised Premises as and for operation of a car dealership/motor vehicle sales and in compliance with all applicable laws and government regulations.

LEASE

THIS LEASE ("Lease") is by and between Chiyo Inoue Trust dated February 17, 2010, as landlord, ("Landlord") and Tricolor Holdings, LLC as tenant ("Tenant"). This Lease is intended to replace the Lease Between Belknap Carson, L.L.C. and Tricolor Auto Group, L.L.C., executed by them on or about July 20, 2015 and July 19, 2015, respectively, as assigned to Landlord through the Assignment and Assumptions of Lease, Contracts and Other Property Interest by Belknap Carson LLC ("Belknap Carson Lease") as of the Lease Commencement Date, until which time the terms of the Belknap Carson Lease controls relating to the Demised Premises.

1. LEASE OF PREMISES. Landlord, representing and warranting to Tenant its right and authority to do so, leases to Tenant and Tenant hereby takes from Landlord in consideration of the covenants and agreements in this Lease, the premises (the "Demised Premises") located at 5959 E. Belknap St., Haltom City, TX 76117, and including certain building (the "Building") and other improvements approximately three thousand one hundred (3,100) square feet in size as shown on Exhibit A.

2. TERM AND USE. The terms and conditions of this Lease shall apply on and after the Lease Effective Date. The Lease Term, including Tenant's rental obligations under this Lease, shall commence on the Rent Commencement Date and shall terminate at midnight of the last date of the Lease Term ("Expiration Date"), unless sooner terminated as provided or permitted herein. For purposes of this Lease, the term "Lease Year" shall mean each consecutive 12-month period commencing on the Rent Commencement Date and ending twelve (12) full calendar months thereafter to include any days remaining in a partial month. Provided Tenant shall not be in default hereunder, Tenant shall be entitled to extend the term of this Lease for two (2) periods of five (5) years each (each an "Extension Term"), upon the same terms and conditions as herein set forth (the phrase "Lease Term" as used in this Lease shall mean the term of this Lease as extended by Tenant pursuant to this Section, if exercised, the Expiration Date is similarly extended). Tenant may extend this Lease by giving Landlord written notice as provided herein not less than one hundred and eighty (180) days prior to the Expiration Date.

Tenant may use the Demised Premises for the Permitted Use set forth in the Basic Lease Provisions.

3. RENT AND ACCEPTANCE OF DEMISED PREMISES.

A. Rent. The rental ("Rent") during the Lease Term shall be as set out below and includes real property taxes.

PERIOD	MONTHLY RENT
Lease Years 1 through 10	$8,500.00
Lease Years 11 through 15 (First Extension Term, if exercised)	$9,000 subject to equitable adjustment as set forth below.
Lease Years 16 through 20 (Second Extension Term, if exercised)	$9,500 subject to equitable adjustment as set forth below.

B. Equitable Adjustment of Rent. Rent for Extension Terms may be equitably adjusted by Landlord if Rent at the commencement of any Extension Term is less than 70% of the fair rental value as reasonably determined by Landlord, Landlord has the right to equitably adjust such Rent to 70% of the fair rental value. If a dispute arises as to the fair rental value, the parties shall first attempt to reach an agreement and if an agreement is not reached, a fair rental value shall be determined by two brokers (each selecting one) in the county in which the Demised Premises are located, and if they cannot reach an agreement, those brokers will select a neutral qualified broker-appraiser who will make a binding determination as to the fair market value. The cost of brokers are paid by the party selecting the same and the cost of the appraiser will be shared by both parties equally.

C. Commencing on the Rent Commencement Date, Tenant shall pay its Rent in the amounts set forth above. Tenant's pro rata Rent obligation shall be in the ratio of the number of days in the partial month for which Tenant has a rental obligation divided by the number of days in the month and multiplied by the applicable monthly Rent as set forth above.

D. Tenant accepts the property **AS IS**. No Landlord work is required, subject to the **DEMISED PREMISES REPAIRS AND MAINTENANCE** Section below.

E. Tenant and Landlord acknowledges that ten thousand and no/100s dollars ($10,000.00) as security deposit is being held by Landlord, without liability to Tenant for any interest thereon, as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease of Tenant. If any of the Rent or other charges or sums payable by Tenant to Landlord shall be overdue and unpaid or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary to compensate Landlord toward the payment of the Rent or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of Tenant; and in such event Tenant shall upon demand restore the security deposit to the original sum deposited. In the event Tenant performs its obligations under this Lease, the security deposit shall be returned in full to Tenant within thirty (30) days after the Expiration Date or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

4. DEMISED PREMISES REPAIRS AND MAINTENANCE.

A. Landlord represents and warrants that during the Lease Term, Landlord shall maintain the (i) roof in a weather-tight condition; (ii) integrity of the structure; (iii) the foundation; and (iv) the HVAC system. All maintenance, repairs and/or replacements, which are obligations of Landlord, shall be completed or made within a reasonable time. Should Landlord neglect or refuse to make or commence such maintenance, repairs and/or replacements, within thirty (30) days after written notice has been given by Tenant (no notice is required, however, in emergency situations when property loss or injury to persons is threatened), Tenant, without liability or forfeiture of its term or

terms herein, may make or perform such construction, repairs, replacements, or maintenance at Landlord's cost.

B. Tenant shall be responsible for maintaining all other property maintenance and repair not addressed in the above Section including but not limited to walls, ceilings, doors, floor coverings, mechanical, plumbing, and electrical systems, store front glass, the parking lot, driveways and loading areas located at the Demised Premises, the general cleanliness of the parking area including grassed and unpaved areas, re-striping, patching and repaving of the parking lot, mowing, landscaping and pruning and Tenant assumes liability for damage to plate glass windows and doors except when caused by Landlord, its agents, employees, or contractors. All repairs, restorations, or payments which are obligations of Tenant, shall be completed or made within a reasonable time.

5. LANDLORD'S INSURANCE. Landlord may carry during the Lease Term commercial general liability or any other insurance with limits which Landlord deems appropriate.

6. TENANT'S INSURANCE.

A. Tenant agrees to carry and maintain, at its sole cost and expense, commercial general liability insurance, including contractual liability, personal and bodily injury, and property damage insurance, on and relating to the Demised Premises and Tenant's business, with a combined single limit in an amount sufficient to protect Landlord and Tenant, but in no event will such insurance be in an amount less than a combined single limit of One Million Dollars ($1,000,000) per occurrence and an aggregate limit of Two Million Dollars ($2,000,000). Landlord shall be named as an additional insured under Tenant's insurance subject to the provisions of this Lease, with a waiver of subrogation provision. Tenant shall provide landlord with a certificate of insurance evidencing such upon Landlord's written request.

B. Tenant, at Tenant's sole cost and expense, may, but shall not be obligated to, carry insurance insuring its trade fixtures, equipment, inventory and such other items as Tenant, from time to time, deems necessary or appropriate.

7. INDEMNIFICATION.

A. Tenant shall defend, indemnify and hold harmless Landlord and its board members, officers, employees and agents from all claims, costs, damages, judgments, expenses, fines, liabilities and losses (including reasonable attorneys' fees, paralegal fees, expert witness fees, consultant fees, and other costs of defense) arising from or as a result of (i) any accident, injury, including death, loss or damage of any kind whatsoever caused to any person or to the property of any person as shall occur on the Demised Premises during the Lease Term caused by negligence or misconduct of Tenant, its agents, employees, contractors, or guests/customers, or (ii) Tenant's failure to perform its obligations under this Lease. The obligations of this Section shall survive expiration or earlier termination of this Lease.

8. ENTRANCES. Tenant shall have unrestricted use and access to all entrances, passageways, and delivery lanes to the Demised Premises and easements adjacent thereto.

Landlord shall not permit or allow any changes to easements, the entrances, passageways, curb cuts and delivery lanes on or benefiting the Demised Premises without the prior written consent of Tenant.

9. UTILITIES. Tenant is responsible for all connections and costs relating to the utilities. Tenant shall have the right to select its utility service providers, and shall pay for all utilities used by it in the Demised Premises during the Lease Term.

10. ASSIGNMENT AND SUBLETTING.

A. Landlord's Consent Required. Tenant shall not assign this Lease or any interest therein, nor sublet the whole or any part of the Premises, collectively "Assignment," without the prior written consent of Landlord, which consent shall not be delayed beyond ten (10) business days upon Landlord's receipt of reasonably requested information, such as the proposed assignee's financial information and background check for the assignee. In the event Landlord does not consent to an Assignment by Tenant, Landlord shall provide Tenant with a reasonably detailed written explanation as to the reasons for withholding such consent. Tenant shall remain liable for the full and complete performance of the terms and conditions of the Lease to be performed by the assignee.

B. Landlord has the right to assign this Lease and/or sell the Demised Premises without Tenant's consent.

11. SIGNS. By executing this Lease, Landlord hereby approves Tenant's current signs on the storefront of the Building, end-cap sides, and any pylon sign, if any, located on the Demised Premises. Any changes to the signs shall require Landlord's consent and must be in compliance with local sign ordinances and other applicable law.

12. CONDITION OF PREMISES; COMPLIANCE WITH LAWS.

A. Tenant shall comply in all material respects with all Laws (defined below) related to Tenant's particular use of the Demised Premises and with which only the occupant can comply, such as laws governing maximum occupancy, workplace smoking, and illegal business operations; the obligation to comply in every other case and also those cases where such Laws require repairs, alterations, changes or additions to the Demised Premises, or any part thereof, not caused by Tenant's particular use thereof, is expressly assumed by Landlord. Notwithstanding anything to the contrary set forth in this Lease, Tenant shall not be required to construct or pay the cost of complying with any requirements resulting from encumbrances to Landlord's title, underwriters' requirements or Laws requiring construction of improvements in the Demised Premises which are properly capitalized under general accounting principles, unless such compliance is necessitated solely because of Tenant's particular use of the Demised Premises. The term "Laws" shall mean all laws, statutes, governmental ordinances, rules and regulations and orders with respect to the use and occupancy of the Demised Premises of any municipal, county, state, federal, or other government agency or authority have jurisdiction over the parties to this Lease or the Demised Premises, or both, in effect either on the Lease Effective Date or any time during the Lease Term.

B. Landlord represents and warrants that any handling, transportation, storage, treatment or use of hazardous or toxic substances that have occurred on the Demised Premises prior to Tenant's occupancy (at any time or under any lease agreement with any landlord) of the Demises Premises, in whole or in part, have been in compliance with all applicable federal, state, and local laws, regulations and ordinances, that no leak, spill, release, discharge, emission or disposal of hazardous or toxic substances has occurred on the Demised Premises prior to such occupancy commencement date. Tenant hereby agrees to defend, indemnify and hold harmless Landlord and its officers, employees and agents from all claims, costs, damages, demands, expenses, fines, judgments, liabilities and losses (including reasonable attorneys' fees, paralegal fees, expert witness fees, consultant fees, and other costs of defense) which arise in connection with the presence or suspected presence of toxic or hazardous substances in the soil, groundwater or soil vapor resulting from Tenant's occupancy of the Demises Premises or the negligence or willful misconduct of Tenant, its officers, employees or agents.

13. DAMAGE TO DEMISED PREMISES. If all or any portion of the Demised Premises shall be condemned by lawful authority as unsafe or unfit for use, or if they become partially or wholly destroyed or damaged by fire or other casualty such as to render them untenantable, Tenant shall promptly notify Landlord, Landlord shall have an option to (i) receive all insurance proceeds under Tenant's insurance with respect to Landlord's property and terminate the Lease or (ii) use such proceeds and other funds as necessary to rebuild, replace and repair, all damage or destruction to the Demised Premises in good faith, and with promptness and diligence. If Landlord chooses to restore the Demised Premises to the same condition, as nearly as possible, or better condition as existed prior to such casualty, during any such reconstruction period, the Lease shall be continued, but the Rent shall be abated during the period of time while the Demised Premises cannot be occupied. Tenant's Rent obligation shall resume (i) sixty (60) days after Landlord completes all repairs and exclusive possession of the Demised Premises is delivered to Tenant, or (ii) the date on which Tenant reopens its business to the public, whichever first occurs.

Regardless of circumstances, Landlord shall complete all such work within one hundred eighty (180) days of the casualty. If Landlord fails or if, within thirty (30) days after the casualty Tenant forms the good faith belief that Landlord will be unable to complete its work and redeliver exclusive possession of the Demised Premises to Tenant in the required condition within such one hundred eighty (180) day period, Tenant may terminate this Lease without further liability or obligation to Landlord. Should the Demised Premises be damaged but remain tenantable, Landlord shall immediately repair the damage, and there shall be an equitable abatement or adjustment, as applicable, of Rent during the period of repair or restoration.

14. ALTERATIONS. Tenant agrees not to make any structural alterations or additions to the Demised Premises without first obtaining Landlord's written consent. Tenant may however, make non-structural alterations to the Demised Premises, which shall include the right to install Tenant's shelving and displays, carpeting, and/or exterior painting.

15. MECHANICS LIENS. Tenant shall not allow, and Landlord shall not be responsible for, any mechanics liens filed against the Demised Premises arising from work

JT Lee

performed, or materials supplied to the Demised Premises by Tenant or Tenant's agents, employees, contractors, subcontractors or materialmen.

16. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT. Tenant covenants that the Building and all other improvements to the Demised Premises will at all times, at Tenant's sole cost and expense, conform to the applicable provisions of the Americans with Disabilities Act of 1990 ("ADA") (Pub. L 101-36), and the ADA Accessibility Guidelines for Buildings and facilities as issued and amended by the U.S. Architectural and Transportation Barriers Compliance Board (56 P.R. 35455, *et. seq.*).

17. CONDEMNNATION. In the event the Demised Premises are taken in Condemnation Proceedings, Tenant may cancel the Lease without further liability to Landlord. In the event any part of the Demised Premises, including all or part of rights-of-way adjoining the Demised Premises, or approaches to the Demised Premises, are taken in Condemnation Proceedings so that in the reasonable business judgment of Tenant the Demised Premises remaining would be unsatisfactory for Tenant's business operation, Tenant may cancel this Lease or, at its option, retain that portion of the Demised Premises not taken. In the event Tenant retains the Demised Premises, Landlord will promptly and with due diligence restore the remaining premises to proper tenantable condition. Until the Demised Premises are restored to proper tenantable condition Rent shall be equitably adjusted. Thereafter, Rent shall be reduced in proportion to the amount of land and building area lost.

In the event that the laws governing the Condemnation Proceedings provide separate compensation/benefits for lessees, Tenant shall be entitled to such compensation and/or benefits provided that it does not diminish any award or right to which Landlord is entitled. For purposes of this Lease, the term "Condemnation Proceedings" shall mean a governmental taking of all or any part of the Demised Premises, and shall include conveyances and grants made in anticipation of or in lieu of Condemnation Proceedings.

18. TENANT'S DEFAULT. If Tenant defaults in the performance of any obligation under this Lease, Landlord shall give notice to Tenant specifying the nature of the default.

A. If Tenant does not, within thirty (30) days after receipt of the notice, cure the default, or, if the default is of a nature that it cannot reasonably be cured within a period of thirty (30) days, and Tenant does not commence the cure within the thirty (30) day period and proceed thereafter with reasonable diligence and in good faith to cure the default, then after the expiration of the thirty (30) day period Landlord shall have the right to pursue its legal remedies.

B. If Tenant does not, within fifteen (15) days after receipt of the notice, cure a default in the payment of Rent or other monetary charges properly due to Landlord, then after the expiration of the fifteen (15) day period Landlord shall give a second notice to Tenant, and if Tenant does not, within five (5) days after receipt of the second notice, cure the default, then after the expiration of the second five (5) day period Landlord shall have the right to pursue its legal remedies; provided that if Tenant fails to pay Rent when due twice in any 12-month period, then Landlord may immediately pursue legal remedies.

19. LANDLORD'S DEFAULT. If Landlord defaults in the performance of any obligation under this Lease that is the responsibility of Landlord, and Landlord fails to cure such default within thirty (30) days after receipt of written notice by Tenant (or without notice if in Tenant's reasonable judgment an emergency shall exist), Tenant shall have the right, but not the obligation, to cure the default, and Landlord shall pay to Tenant upon demand the cost thereof within ten (10) days after receipt of reasonably requested documents and information. Except when in Tenant's reasonable judgment an emergency shall exist, Tenant shall not commence to cure any default of a nature that could not reasonably be cured within a period of thirty (30) days, provided Landlord shall have commenced to cure the default within the cure period and so long as Landlord proceeds with reasonable diligence and in good faith to cure the default.

20. QUIET POSSESSION. Landlord covenants that it will put Tenant into complete and exclusive possession of the Demised Premises, free from all orders, restrictions and notices of any public or quasi-public authority, and that if Tenant shall pay the rental and perform all the covenants and provisions of this Lease to be performed by Tenant, Tenant shall, during the Lease Term, freely, peaceably and quietly occupy and enjoy the full possession of the Demised Premises, and the tenements and appurtenances thereto belonging, and the rights and privileges granted without hindrance. If at any time during the Term, the title of Landlord shall fail or for any reason it shall appear that Landlord is unable to make this Lease for the Term on the conditions set forth, Tenant shall, in addition to all remedies available at law or in equity, have the right at Landlord's expense to correct any default and offset such amount against Rent or terminate this Lease.

21. RENT PAYMENT. Tenant shall make Rent checks payable to Landlord and mail them to the address set forth in Section (A) of the Basic Lease Provisions or such other address or method as Landlord may in writing from time to time direct to Tenant.

22. TENANT'S BUSINESS OPERATION. Except as otherwise provided by Applicable Laws, Landlord and Tenant agree that nothing in this Lease shall be construed to imply that Tenant is required to conduct its business in any particular manner or for any specified number of hours per day or week, or to limit the number of hours per day or week that Tenant may operate in the Demised Premises, or as creating an implied or expressed obligation upon Tenant to continuously occupy or operate a business in the Demised Premises.

23. SURRENDER OF DEMISED PREMISES. Upon the Expiration Date of the Lease Term, Tenant shall peaceably surrender the Demised Premises to Landlord in the same condition in which they were received from Landlord at the commencement of this Lease, except: (i) as altered as permitted or required by this Lease; (ii) for repairs, replacements and maintenance required to be performed by Landlord; (iii) for items covered by Landlord's insurance; and (iv) except for ordinary wear and tear. This Section shall not apply to cancellation or termination of this Lease pursuant to Section 13 entitled, DAMAGE TO DEMISED PREMISES, or pursuant to Section 17 entitled, CONDEMNATION, pursuant to which Tenant shall have no obligation or liability to Landlord. Tenant shall remove its property from the Premises within a reasonable time after the Expiration Date (not to exceed thirty (30) days), without additional Rent obligation.

24. LANDLORD'S CONSENTS AND APPROVALS. Whenever it is stated in this Lease that Landlord's consent or approval is required, Landlord agrees that such consent or approval will not be unreasonably withheld or delayed. If, in any instance, Landlord refuses to grant its consent or approval, Landlord agrees to simultaneously give Tenant written notice of the reason(s) for such refusal.

25. ATTOENRYS' FEES. If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit, including, but not limited to, fees and costs of appeal.

26. NO WAIVER. The failure of Landlord or Tenant to insist upon the strict performance of this Lease, or the failure of Landlord or Tenant to exercise any right, option or remedy contained in this Lease shall not be construed as a waiver for the future of any such provision, right, option, or remedy, or as a waiver of any subsequent breach. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.

27. HOLD OVER. Any holding over by Tenant beyond the original term of this Lease or any renewal period thereof shall be at a Rent 100% higher than the previous rent and on the same terms and conditions otherwise contained herein; provided that this does not change Landlord's right to commence an eviction proceeding.

28. NOTICES. All notices required under this Lease shall be given to the addresses of Landlord and Tenant set forth in the Basic Lease Provisions or at such other place as Landlord and Tenant may in writing from time to time direct to other or such other place or places as either party may designate in writing to the other from time to time in accordance with the provisions of this Section. Any such notices shall be deemed to have been properly served upon receipt with commercially acceptable proof of receipt.

29. ESTOPPEL CERTIFICATES. Upon the reasonable request of Landlord, Tenant agrees to execute and deliver to Landlord within ten (10) business days after receipt of the request, a written instrument, (a) certifying that this Lease has not been modified and is in full force and effect or, if there has been a modification of this Lease, that this Lease is in full force and effect as modified, stating such modifications; (b) stating that the fixed monthly Rent has not been paid more than thirty (30) days in advance, or if so, the date to which it has been paid; (c) stating whether or not, to the knowledge of the party executing the instrument, the other party hereto is in default and, if the party is in default, stating the nature of the default; and (d) stating the date of this Lease.

30. SUBORDINATION. Tenant agrees that this Lease shall, at Landlord's request, be subject and subordinate to any first mortgage or deed of trust hereafter placed upon the Demised Premises upon the condition that the mortgagee or holder of a deed of trust enter into a Subordination, Non-Disturbance and Attornment Agreement in a form mutually acceptable to Landlord, Tenant and the mortgagee or holder.

31. TENANT PROPERTY. All Tenant's personal property, furniture, furnishings, signs, equipment, machinery, trade fixtures and trade uses located at the Demised Premises shall remain the property of Tenant and may be removed from the Demised Premises at any time. Landlord shall have no lien or other interest whatsoever in any such items and within ten (10) days following Tenant's request, Landlord shall execute documents in reasonable form to evidence Landlord's waiver of any right, title, lien, or interest in or to same

32. INVALIDITY OF CERTAIN PROVISIONS. If any provisions of this Lease shall be invalid or unenforceable, the remainder of the provisions of this Lease shall not be affected and every other provision of this Lease shall be enforceable to the fullest extent permitted by law.

33. FORCE MAJEURE. If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Lease by: (a) any strike, lockout, or labor dispute not caused by the negligence non-performing party or breach of a labor contract by the non-performing party; (b) the inability to obtain labor or materials not resulting in any way from the negligence or any act or omission of the non-performing party; (c) an Act of God; (d) governmental restrictions; regulations or controls not existing as of the date of this Lease; (e) enemy or hostile governmental action; (f) civil commotion, insurrection, sabotage, fire or other casualty not resulting from the non-performing party's negligence or other actions; or, (g) any other condition beyond the reasonable control of the responsible party, then the time to perform the obligation or satisfy the condition shall be extended for a period of time equal in length to the length of the event. This provision, however, does not apply Tenant's Rent payment or other payment obligations.

34. GOVERNING LAW. This Lease shall be construed in accordance with the laws of the state of Texas, without giving regard to its conflict of laws.

35. SUBMISSION TO VENUE AND JURISDICTION. Any legal action or proceeding with respect to this Lease shall be brought in the appropriate federal or state court located in the state where the Demised Premises are located.

36. CAPTIONS. All captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease.

37. ENTIRE AGREEMENT. This instrument its attachments, any duly executed amendments, the documents incorporated into the Lease by reference, and any written agreements which are duly executed pursuant to the terms and provisions of this Lease, if any, contain the entire agreement between the parties with respect to the Demised Premises, and there are no covenants, express or implied except as contained herein. **Specifically, without limitation, this Lease supersedes the Belknap Carson Lease as of the Lease Effective Date.** No statement, promise or inducement made by either party or agent of either party that is not contained in this written agreement shall be valid or binding. No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of the Lease.

38. BINDING EFFECT. This Lease, as of the Lease Effective Date, shall bind and inure to the benefit of the parties hereto, their heirs, successors, executors, administrators, and assigns.

39. SIGNATURES. This Lease may be executed in counterparts and shall be effective as of the Effective Date. A copy of this Lease bearing an original signature shall constitute a counterpart, and all such counterparts shall, taken together, constitute one and the same Lease. It is the parties' desire to immediately confirm and communicate their respective signatures on this Lease. It is agreed that a facsimile or electronic copy of a signed signature page of a counterpart Lease shall evidence and constitute valid execution of this Lease and shall be binding on a party to the same extent as the original signature counterpart copy.

[Signature Blocks on Next Page]

IN WITNESS WHEREOF, the parties have executed this Lease by their duly authorized agents.

LANDLORD:	TENANT:
CHIYO INOUE TRUST DATED FEBRUARY 17, 2010	TRICOLOR HOLDINGS, LLC
By: _____ Chiyo Inoue, Trustee By Jeffrey K. Matsuda, POA Date: 6/23/2020, 2020	By: _____ Daniel Chu, CEO Date: 6/22/2020, 2020

EXHIBIT A

DESCRIPTION OF DEMISED PREMISES/SITE PLAN

EXHIBIT B

LANDLORD'S WORK

[Intentionally Omitted]

EXHIBIT C

TENANT'S STANDARD SIGNAGE

[Intentionally Omitted]

EXHIBIT D

CONFIRMATION OF LEASE TERMS

_____ ("Landlord") and_____("Tenant") hereby agree upon the following dates pertinent to the lease agreement executed _____, 20__ (the "Lease") for the premises known as _____ ("Demised Premises"):

1. Landlord delivered possession of the Demised Premises to Tenant on _____, 20__ (the "Possession Date"), which remains subject to Landlord's Work requirement(s) set forth in the Lease.

2. The Lease Term commencement date as described in the Lease is _____, 20___.

3. The Rent Commencement Date of the Term as described in the Lease is _____, 20___.

4. The Expiration Date of the Term is _____, 20__, unless the Lease is terminated sooner pursuant to the provisions set forth in the Lease.

5. The Lease has _____ (__) renewal option period(s) of _____ (__) year(s) each, which option(s) must be exercised by Tenant not less than _____ (__) days prior to the expiration of the then current Term of the Lease.

6. Should Landlord fail to execute and return the Confirmation of Lease Terms within ten (10) days from the date of receipt, the information contained hereinabove with be deemed correct and accepted.

The purpose and intent of this document is to mutually confirm and acknowledge pertinent dates and Lease information, it does not amend the temls of the Lease.

IN WITNESS WHEREOF, the parties hereto, have executed the Confirmation of Lease Term, as of this date set forth below.

LANDLORD: CHIYO INOUE TRUST	TENANT: TRICOLOR HOLDINGS, LLC
By: _____ _____, Trustee Date: _____	By: _____ Daniel Chu, CEO Date: _____

EXHIBIT ONLY – DO NOT REVISE OR SIGN

2.0 Subject Site Information

2.1 Subject Site Image



Source: Google Earth and/or eScreenLogic Proprietary Database

**** Not to Scale***

ID	Description *(Addresses refrenced below per Google Earth Pro and/or onsite observations)*
▭	Subject Site

2.2 Subject Site Name and Address

Commercial Property, located at 5959 and 5951 East Belknap ~ Haltom City, TX 76117 in Tarrant County.

2.3 Subject Site Legal Description

Parcel 06198562 (5951) and Parcel 05229189 (5959) ~ BROOKS ADDITION Block: 1 Lot: 1

Please see Appendix C – County Tax Office Information for more information.

EXHIBIT B

Landlord: Chiyo Inoue Trust
Tenant: Tricolor Holdings
Property Address: 5959 E Belknap, Haltom City, TX

Outstanding Rent Schedule:

Date	Period	Amount	Status
1-Sep-25	9/1/2025 - 9/30/2025	$8,500.00	UNPAID - PAST DUE
1-Oct-25	10/1/2025 - 10/31/2025	$8,500.00	UNPAID
1-Nov-25	11/1/2025 - 11/19/2025	$5,383.33	UNPAID - thru Rejection Date
	Total Outstanding Rent:	$22,383.33	