Docket #1487 Date Filed: 11/02/2026

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Michelle V. Larson

Signed October 30, 2026

United States Bankruptcy Judge

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

In re:	§	Chapter 7
	§	
TRICOLOR HOLDINGS, LLC, *et al.*,[1]	§	Case No. 25-33487-mvl7
	§	
Debtors.	§	(Jointly Administered)
	§	

STIPULATION AND AGREED ORDER REGARDING CICF III-TX1B01, LLC DBA CABOT PROPERTIES, INC.'S ADMINISTRATIVE CLAIM

CICF III-TX1B01, LLC dba Cabot Properties, Inc. ("Cabot" or the "Landlord") and Anne Elizabeth Burns, as Chapter 7 Trustee (the "Trustee" and together with the Landlord, the "Parties") for the bankruptcy estates of the above-captioned debtors (the "Debtors"), hereby enter into this Stipulation and Agreed Order (the "Agreed Order") and stipulate and agree as follows:

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

25334872611020000000000001

WHEREAS, on September 10, 2025 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Texas (the "Court");

WHEREAS, the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and this matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2);

WHEREAS, prior to the Petition Date, the Landlord and Tricolor Holdings, LLC (the "Debtor Tenant") entered into that certain Lease Agreement effective July 9, 2021 (the "Lease") covering real property located at 3800 N. Interstate 45, Wilmer, TX 75172 (the "Premises");

WHEREAS, the Debtor Tenant provided, and the Landlord retained, a security deposit in the amount of $100,000 (the "Security Deposit");

WHEREAS, on October 21, 2025, the Landlord filed its *Motion to Compel the Trustee to Pay Post-Petition Rent or Alternatively Compelling the Trustee to Reject the Nonresidential Wilmer Lease* [Docket No. 245] (the "Motion to Compel") seeking certain relief as to the Lease;

WHEREAS, on October 27, 2025, the Trustee filed her *Chapter 7 Trustee's First Omnibus Motion for Entry of an Order (I) Authorizing the Trustee to (A) Reject Certain Unexpired Real Property Leases and (B) Abandon Personal Property and (ii) Granting Related Relief* [Docket No. 269] (the "Lease Rejection Motion");

WHEREAS, on November 10, 2025, the Trustee filed her *Omnibus Objection to Motions to Compel the Trustee to Pay Post-Petition Rent or Alternatively Compelling the Trustee to Reject Certain Nonresidential Leases* [Docket No. 354] (the "Omnibus Objection"), which responded to, among other things, the Landlord's Motion to Compel.

WHEREAS, on November 26, 2025, the Trustee and Landlord filed their *Stipulation and Agreed Order for Lease Rejection* [Docket No. 492];

WHEREAS, on May 26, 2026, the Landlord filed its Proof of Claim [POC No. 81-1] asserting, among other claims, an administrative claim totaling $334,886.38 pursuant to 11 U.S.C. §§ 503(b)(1)(A) and 507(a)(2), as actual, necessary costs and expenses of preserving the chapter 7 estate;

WHEREAS, the Parties conferred and desire to resolve certain pending issues relating to the Landlord's proof of claim and allowance of administrative expenses on the terms set forth herein.

IT IS HEREBY AGREED BY THE PARTIES AND UPON APPROVAL OF THE COURT, IT IS SO ORDERED

1. The relief requested in this Agreed Order is in the best interest of the Trustee, the Debtors' estates and other parties in interest.

2. Cabot shall have an allowed administrative expense claim in the amount of **$286,278.88** (reflecting a $33,000 offset of the Security Deposit against the agreed gross amount of $319,278.88) against the Debtors' estates pursuant to section 503(b)(1) of the Bankruptcy Code (the "Allowed Administrative Claim"). The Allowed Administrative Claim shall not be further reduced, offset, or netted against the Security Deposit.

3. The Allowed Administrative Claim shall be paid *pari passu* with other claims allowed under section 503(b) of the Bankruptcy Code, if and when such claims are paid.

4. The Landlord shall retain the entirety of the Security Deposit. $33,000 of the Security Deposit shall be applied as set forth above and the remaining $67,000 of the Security Deposit shall be applied against any unsecured claim asserted by the Landlord. For clarity, the Landlord shall have no obligation to turn over, refund, or account to the Trustee or the Debtors' estates for the Security Deposit, and the Trustee waives any right to recover the Security Deposit

other than by application of such Security Deposit against claims asserted by the Landlord as set forth above. To the extent necessary, the automatic stay under section 362 of the Bankruptcy Code is modified to permit the application of the Security Deposit as provided herein.

5. Nothing in this Order shall affect (i) the Landlord's right to maintain, supplement and/or amend the unsecured, prepetition claim component in its Proof of Claim [POC No. 81-1], or otherwise timely assert a prepetition claim against the Debtors' estates, including any claim for unpaid prepetition rent or lease rejection damages (net of the Security Deposit), by filing or maintaining a proof of claim in accordance with the Bankruptcy Code, Bankruptcy Rules, and any applicable orders of this Court or (ii) the Trustee's right to object to any such unsecured claim.

6. Except as expressly provided herein, all rights, claims, defenses, and objections of the parties are reserved.

7. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

END OF ORDER

AGREED AND APPROVED FOR ENTRY:

/s/ Michael S. Held

JACKSON WALKER LLP
Michael S. Held (TX Bar No. 09388150)
Beau H. Butler (TX Bar No. 24132535)
100 Congress Avenue, Suite 1100
Austin, TX 78701
Telephone: (512) 236-2000
Facsimile: (512) 236-2002
Email: mheld@jw.com
Email: bbutler@jw.com

COUNSEL FOR CICF III-TX1B01, LLC DBA CABOT PROPERTIES, INC.

/s/ Eric C. Seitz

MCDERMOTT WILL & SCHULTE LLP
Charles R. Gibbs (TX Bar No. 7846300)
Eric C. Seitz (TX Bar No. 24067863)
Grayson Williams (TX Bar No. 24124561)
2801 North Harwood Street, Suite 2600
Dallas, Texas 75201-1664
Tel: (214) 295-8000
Fax: (972) 232-3098
E-mail: crgibbs@mcdermottlaw.com
E-mail: eseitz@mcdermottlaw.com
E-mail: gwilliams@mcdermottlaw.com

Darren Azman (admitted *pro hac vice*)
One Vanderbilt Avenue
New York, New York 10017-3852
Tel: (212) 547-5400
Fax: (212) 547-5444
E-mail: dazman@mcdermottlaw.com

COUNSEL FOR CHAPTER 7 TRUSTEE