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Counsel to the Chapter 7 Trustee

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

In re:	Chapter 7
TRICOLOR HOLDINGS, LLC, *et al*.,	Case No. 25-33487 (MVL)
Debtors. [1]	(Jointly Administered)
ANNE ELIZABETH BURNS, as Chapter 7 Trustee for Tricolor Holdings, LLC, *et al.*,	
Plaintiff,	
v.	Adversary No. _____
DANIEL CHU, JEROME KOLLAR, DAVID GOODGAME, and AMERYN SEIBOLD,	
Defendants.	

[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,

COMPLAINT

Anne Elizabeth Burns, Chapter 7 Trustee for the above-referenced Chapter 7 bankruptcy case and plaintiff herein ("**Trustee**" or "**Plaintiff**"), files this *Complaint* against Daniel Chu, Jerome Kollar, David Goodgame, and Ameryn Seibold (the "**Complaint**"), and in support thereof, respectfully submits as follows:

NATURE OF THE ACTION

1. This Complaint arises from a brazen fraud of over $600 million at Tricolor, perpetrated by Daniel Chu ("**Chu**"), the founder and former Chief Executive Officer ("**CEO**") and President, Jerome Kollar ("**Kollar**"), the former Chief Financial Officer, Vice President and Secretary, David Goodgame ("**Goodgame**"), the former Chief Operating Officer ("**COO**"), and Ameryn Seibold ("**Seibold**"), the former Director of Treasury (collectively "**Defendants**"). Defendants blatantly misrepresented the amount of finance receivables on Tricolor's books to secure more and more financing from its lending banks and to issue more and more asset-backed securities to investors. This scheme ultimately led to an avalanche of liabilities and an ensuing liquidity crisis, which resulted in the above-captioned Bankruptcy.

2. During Chu's nearly two-decade tenure as the CEO of Tricolor, he further defrauded Tricolor by using corporate funds to pay for lavish personal expenses and by forcing the company into paying him tens of millions of dollars in bonuses (on top of his executive salary), premised on his ability to deliver exceptional financial results—results that were the product of the fraud that he committed alongside Kollar, Goodgame, and Seibold. Chu's quest for multimillion dollar bonuses and regular use of corporate funds for personal expenses, against a backdrop of towering liabilities, allowed him to fund his lavish lifestyle—including opulent homes

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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. (collectively, "**Tricolor**").

in Highland Park, Beverly Hills, and Miami (collectively worth approximately $38 million), as well as other personal luxuries such as private jet travel, expensive European vacations, cars, and even a personal ski chalet.

3. This fraud is part of a practice of deceit and self-enrichment by Chu. He began his career as a college basketball coach, until he was fired for allegedly directing an assistant coach to make improper payouts to student athletes. Following that, he founded a used-car chain that a subsequent buyer discovered was riddled with "accounting errors and irregularities" under Chu's watch. In connection with a subsequent business venture that was purportedly to invest in broadband utilities, Chu was sued by his business partners who claimed Chu sold their stakes in the company to settle a personal debt.

4. Chu then founded Tricolor in 2007. It was a "buy here, pay here" subprime auto finance company—*i.e.*, it is both an auto dealer and an auto finance company, offering in-house financing directly to its customers. Tricolor Auto Group, LLC operated over sixty dealerships in the United States, principally in Texas and California.

5. Tricolor's business model targeted "underbanked" borrowers, two-thirds of which lacked savings, consistent income, and credit scores. Tricolor was marketed as a community-focused company that gave auto loans to mainly Hispanic immigrants, attempting to cast aside the typical reputation of used car salesmen targeting vulnerable communities with promises of no credit-check loans.

6. Tricolor relied on short-term warehouse lending to originate auto loans for its customers. These loans were then bundled as collateral for asset-backed securities ("**ABS**"). These proceeds from ABS sales were, in turn, used to pay off the warehouse loans.

7. This economic model appeared to be a winning formula for Tricolor. Tricolor was among the fastest-growing auto lenders in the United States, quadrupling in size from 2018 through 2025. In 2025, it closed two term securitization transactions with notes sold for $328,100,000 and $217,180,000 (Tricolor Auto Receivables Trust 2025-1 and 2025-2, respectively).

8. But on the inside, Tricolor was a fraud, as Defendants perpetuated a double-pledging scheme, pursuant to which identical auto loans were pledged as collateral for separate warehouse credit lines with different banks, and Tricolor duplicated vehicle identification numbers to generate multiple fictitious loans per vehicle.

9. Tricolor warehouse lenders Fifth Third Bancorp and JPMorgan have each disclosed nearly $200 million in losses based on Tricolor's defaults on their warehouse loans. Tricolor's lenders have attributed these losses to "alleged fraudulent activity" at Tricolor.

10. To uncover the scope of this blatant fraud, the Trustee has retained consulting firm CRS Capstone Partners LLC ("**Capstone**"), and Captone's forensic accounting expert Jim Calandra (the "**Forensic Accounting Expert**"), to investigate the facts and circumstances that led to Tricolor's bankruptcy. While the investigation is ongoing, to date, the Forensic Accounting Expert has analyzed Tricolor's finance receivables, loan servicer reports, and Tricolor's historical financial statements, and his preliminary analysis reveals cloned or entirely fabricated loans with a receivable value of over $683 million, which allowed Tricolor to receive hundreds of millions of dollars more in credit from its lending banks than it had lent in auto loans to its consumers.

11. On December 16, 2025, the Department of Justice ("**DOJ**") unsealed a detailed indictment charging Chu and Goodgame with operating a financial crimes enterprise, conspiring to commit bank fraud and wire fraud affecting a financial institution, committing bank fraud, and committing wire fraud affecting a financial institution. (Ex. 1.) As explained in more detail below,

the DOJ's indictment cites specific text messages, voice recordings, and other documents in which Defendants orchestrated and executed this wide-ranging fraud, all while mocking the victims of that fraud. The charges brought against Chu in particular carry a maximum potential sentence of life in prison. Kollar and Seibold have pleaded guilty to fraud and are cooperating with the DOJ's investigation.

12. The Trustee now brings this action against Defendants for (1) fraud, (2) breach of the fiduciary duty of care, (3) breach of the fiduciary duty of loyalty, (4) breach of the Fifth Amended and Restated Limited Liability Agreement, (5) breach of the implied duty of good faith and fair dealing, (6) turnover of estate property, (7) avoidance of preferential transfers, (8) actual fraudulent transfer, (9) constructive fraudulent transfer, (10) civil conspiracy, (11) unjust enrichment, (12) constructive trust, and (13) an accounting, for the benefit of Debtors' estates and their creditors.

PARTIES

13. Plaintiff Anne Elizabeth Burns is the duly qualified and acting Chapter 7 trustee for the bankruptcy estate of Debtors, which is being administered under the Bankruptcy Case, and may be served with any further pleadings or documents in this Adversary Proceeding through the undersigned counsel.

14. Daniel Chu is a natural person and a resident of Florida. Chu resides at The Four Seasons Residences, The Surf Club, 9001 Collins Ave #S-201, Miami Beach, FL 33154. Chu was at all relevant times Chief Executive Officer and President of Tricolor Holdings, as well as a Manager of Tricolor Holdings. Chu also served as the Chief Executive Officer and President—as well as a Manager—of each of the other Debtors.

15. Jerome Kollar is a natural person residing in Texas. On information and belief, Kollar resides at 1301 McClintock Drive, Denton, TX 76208-5292. Kollar was at all relevant times Chief Financial Officer, Vice President and Secretary of Tricolor Holdings, as well as the CFO, and Manager of each of the other Debtors.

16. David Goodgame is a natural person residing in Texas. On information and belief, Goodgame resides at 601 Arrowhead Road, Waxahachie, TX 75167-8595. Goodgame served as the Vice President of Supply Chain and Analytics at Tricolor before being promoted to Chief Operating Officer in 2019—a position he held until Tricolor's bankruptcy.

17. Ameryn Seibold is a natural person residing in Texas. On information and belief, Seibold resides at 616 Saddle Club Way, Princeton, TX, 75407. Seibold was at all relevant times the Director of Treasury of Tricolor Holdings.

RELIEF REQUESTED

18. The Trustee seeks a judgment awarding recovery from Defendants for (1) fraud, (2) breach of the fiduciary duty of care, (3) breach of the fiduciary duty of loyalty, (4) breach of the Fifth Amended and Restated Limited Liability Agreement, (5) breach of the implied duty of good faith and fair dealing, (6) turnover of estate property, (7) avoidance of preferential transfers, (8) actual fraudulent transfer, (9) constructive fraudulent transfer, (10) civil conspiracy, (11) unjust enrichment, (12) constructive trust, and (13) an accounting, awarding Trustee's reasonable costs and attorney's fees, and granting such other and further relief at the Court deems just and proper.

JURISDICTION AND VENUE

19. The Court has jurisdiction to consider this adversary proceeding pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984, entered by the United States District Court for the Northern

District of Texas. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

20. The legal predicates for the relief requested herein are Sections 105(a), 542, 544, 547, 548, and 550 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 7001 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and the Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas (the "**Local Rules**").

PROCEDURAL BACKGROUND

21. On September 10, 2025, Tricolor filed a voluntary petition in this Court under Chapter 7 of the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.*

22. On the same day, a Notice of a Chapter 7 Bankruptcy Case was entered, appointing Anne Elizabeth Burns as the Chapter 7 trustee for Tricolor.

23. Tricolor's petition indicated that it has more than 25,000 creditors and between $1 and $10 billion in liabilities.

24. A meeting pursuant to Section 341 of the Bankruptcy Code (the "**341 Meeting**") was held in the Bankruptcy Case on November 18, 2025. In advance of that meeting, the Trustee specifically requested that Chu serve as the Debtors' representative at the 341 Meeting. Nonetheless, Chu failed to attend this meeting. The 341 Meeting was therefore rescheduled to January 13, 2026, and Chu's counsel has indicated that Chu "will not voluntarily appear" at the rescheduled 341 Meeting and that if he is compelled to attend, he "will most certainly be advised to assert his rights under the Fifth Amendment as to most, if not all, questions that may be posed." On December 9, 2025 the Trustee filed a motion to compel Chu's attendance at the rescheduled 341 Meeting, or if Chu refuses to cooperate, the Trustee requests that the Court compel Kollar to

attend (Dkt. 523), and on December 16 filed a notice for a hearing on that motion scheduled for January 7, 2026, (Dkt. 549).

FACTUAL ALLEGATIONS

A. Chu's History of Suspect and Fraudulent Business Practices.

25. Even before engaging in the fraud he perpetrated at Tricolor alongside Kollar, Goodgame, and Seibold, Chu's professional career has been marred by wrongdoing in seemingly every professional position he has ever held.

26. Chu began his career coaching basketball at the University of the South in Sewanee, Tennessee. However, in 1992 he was fired for allegedly directing an assistant coach to give $4,000 to an athlete's parent to cover part of tuition; giving improper benefits to student athletes; and wielding improper influence over the financial aid process for need-based students. Chu violated both University and NCAA rules in orchestrating these payouts, and the NCAA infractions panel explicitly found that he engaged in unethical conduct. *See* David Adams, *Coach Dismissed for Alleged NCAA Violations*, The Sewanee Purple, dated April. 6, 1992, available at 1, dated April. 6, 1992, available at: https://dspace.sewanee.edu/server/api/core/bitstreams/8eee286e-efbe-4231-a85e-b69e9c743e67/content.

27. In 1992, Chu then founded Paaco Automotive Group, LLC, a used car chain like Tricolor that similarly targeted Hispanic buyers, and served as its President. After Paaco was sold to the Crown Group, Inc. ("**Crown**"), Chu initially stayed on as President. However, when Crown discovered that Paaco's financial records contained accounting errors and irregularities that arose under Chu's watch, it announced Chu's retirement in 1999 and reported these issues to the US Securities and Exchange Commission. *See* Crown Group, Inc., Annual Report (Form 10-K) (Apr. 30, 2001), at https://tinyurl.com/5n79tsdd.

28. After his exit from Crown, Chu and a group of partners founded Corona Broadband Partners II in 2000, for the purpose of investing in Broadband Utilities, LP. This project was short lived, however, as a lawsuit was filed by his fellow partners accusing Chu of misusing the $45,000 they gave Chu to invest. Chu allegedly never chartered the partnership, and he failed to report to investors that he instead traded the investment for forgiveness of a personal debt. *See* Plaintiffs' Original Petition, *Schlacter et al. v. Chu et al.*, DC-12-09679 (Tex. Dist. Ct. Aug. 24, 2012).

29. In 2007, Chu founded Tricolor, where he worked with Defendants to continue his pattern of fraudulent and self-dealing activities that have inflicted hundreds of millions of dollars of harm and forced the company into bankruptcy.

B. Tricolor's Business and Corporate Organization.

30. Tricolor Holdings is a limited liability company founded in 2015 and organized under the laws of the State of Delaware with a principal place of business at 6021 Connection Drive, 4th Floor, Irving, Texas 75039. It is the direct or indirect parent entity of the other Debtors. *See* Appendix A. The majority member of Tricolor Holdings is Ganas Investors, LLC, an LLC in which Chu was the sole manager.

31. Tricolor was a "buy here, pay here" subprime auto finance company, which meant that it was both an automobile dealer and finance company, offering in-house financing directly to its customers who purchased its used vehicles.

32. As a subprime finance company, Tricolor's customers were typically those with poor or little credit history, and often are lower-income individuals.

33. In particular, Tricolor focused its business toward undocumented immigrants, who traditionally had limited access to most automobile financing and no available credit history. Tricolor positioned itself as an ESG-focused (environmental, social, and governance focused)

company that allowed otherwise vulnerable communities to achieve vehicle ownership without the typical reputation of used car salesmen with promises of no credit-check loans.

C. Tricolor's Warehouse Loans.

34. Tricolor funded its auto lending operations through warehouse loans. A warehouse loan is a revolving line of credit extended by a financial institution to a lender to fund consumer loans. These lines of credit are seen in a variety of industries but are commonly used in auto lending and mortgage lending.

35. Because Tricolor was a buy-here, pay-here dealer, Tricolor could originate auto loans to the purchasers of the vehicles it sold (represented on Tricolor's books as finance receivables) and then finance those loans through the warehouse line of credit. Tricolor's lending process followed a cyclical pattern in which: (1) Tricolor would take a loan application from a prospective automobile consumer, (2) Tricolor would draw on the warehouse line of credit in order to fund the auto loan, (3) the auto loan would serve as collateral for the warehouse line of credit, (4) the auto loans would be securitized into asset-backed securities to be sold to investors, and (5) the warehouse line of credit would be repaid with funds from selling the asset-backed securities.

36. Tricolor's warehouse lending process was enumerated in its Credit Agreement dated November 13, 2020, between Tricolor Funding SPV 4 LLC (borrower), Tricolor Auto Acceptance, LLC (servicer), lenders (from time to time), agents (from time to time), JPMorgan Chase Bank, N.A. (as the administrative agent) ("**JPM**"), and Vervent Inc. (as the backup servicer), and Wilmington Trust, N.A. (as the collateral custodian and account bank) (the "**Credit Agreement**") (Ex. 2), as well as in other substantially similar agreements concerning Tricolor's other SPV entities. Tricolor's lending banks included JPM, Fifth Third Bank, and Origin Bank (each a "**Lender**," and collectively, the "**Lenders**").

37. Chu signed the Credit Agreement on behalf of both Tricolor Auto Acceptance, LLC and Tricolor Funding SPV 4 LLC.

38. Per the Credit Agreement, Tricolor Auto Acceptance, LLC (a Debtor) was the servicer of the warehouse loans, while another subsidiary, Tricolor Funding SPV 4 LLC, was the borrower.

39. By the Credit Agreement's terms, Tricolor Funding SPV 4 was obligated to not exceed a collateralization rate of 80%—that is, the Lenders agreed to extend a line of credit to Tricolor for amounts less than or equal to 80% of the value of Tricolor's recorded finance receivables (*i.e.*, its auto loans to Tricolor customers).

40. Because the auto loans themselves were the collateral for the Lenders' warehouse line of credit, the collateralization rate of 80% was intended to limit Lenders' exposure in the event of consumer defaults on those auto loans. Putting a cap on the line of credit that could be advanced to Tricolor for a given amount of collateral was vital, as Tricolor's customer base consisted of those with poor (or no) credit history. As a result, defaults on the auto loans which served as the collateral for the warehouse line of credit were a common occurrence.

41. At the same time, this collateralization rate was also vital to Tricolor's overall financial health, as Tricolor was ultimately responsible for paying off its warehouse line of credit. Limiting the rate of collateralization acted to prevent Tricolor from taking on too many liabilities at one time. In the event of a default on an auto loan from a Tricolor customer, Tricolor would repossess the vehicle and try to sell it to a new customer—but by capping the amount of liabilities Tricolor could take on, Tricolor could better absorb the shocks of individual consumer auto loan defaults.

42. In addition to his roles at Tricolor, Chu was also a board member of one of Tricolor's Lenders, Origin Bank, and upon information and belief, he used his influence at this Lender for both Tricolor's and his own personal gain.

43. Chu used his influence to persuade Origin to become one of Tricolor's top Lenders, and pledging in return collateral that had already been committed to other Lenders.

44. As of August 2025, Origin Bank had loaned $25,000,000 in warehouse financing and $5,000,000 in term financing to Tricolor.

D. Defendants' Hands-On Involvement in and Total Control Over All Aspects of Tricolor's Business.

45. Tricolor Holdings was a "manager-managed" LLC, whereby a Board of Managers was empowered pursuant to the Fifth Amended and Restated Limited Liability Agreement of Tricolor Holdings LLC (the "**LLC Agreement**") (Ex. 3) to manage the business and affairs of Tricolor Holdings. The Board of Managers, in turn, was empowered by the LLC Agreement to appoint Officers to manage the day-to-day affairs of the Company. The other Debtors, too, were manager-managed LLCs.

46. Defendants each managed the day-to-day operations of Tricolor.

47. Chu was at all relevant times the Chief Executive Officer and President of Tricolor Holdings, as well as a Manager of Tricolor Holdings. Chu also served as the Chief Executive Officer and President—and a Manager—of each of the other Debtors. As CEO and President, Chu oversaw all aspects of Tricolor's business. Chu was also the public face of Tricolor, regularly speaking for the company in a wide variety of publications and podcasts regarding Tricolor's business strategies and other substantive issues facing the company, for example on October 18, 2019, Chu appeared on the Lend Academy Podcast to discuss building a customer base that did not focus on repeat customers. (Ex. 4.)

48. Kollar was at all relevant times the Chief Financial Officer, Vice President and Secretary of Tricolor Holdings and each of the other Debtors. Kollar also served as a Manager of each of the other Debtors.

49. David Goodgame was at all relevant times the Vice President of Supply Chain and Analytics (until 2019) and the Chief Operating Officer of Tricolor Holdings (from 2019 until Tricolor's bankruptcy). As COO, Goodgame was responsible for managing the day-to-day operations of Tricolor, and he personally oversaw the supply chain, loan servicing, customer experience, and sales operations of Tricolor.

50. Ameryn Seibold was at all relevant times the Director of Treasury of Tricolor Holdings. As Director of Treasury, Seibold answered directly to Kollar and worked closely alongside him in managing the reporting of Tricolor's financial condition to the Lenders, stakeholders, and others at Tricolor.

51. At virtually every Tricolor Board meeting, Defendants Chu and Kollar presented regarding financial position of the company, including investments, hiring, and macroeconomic conditions. Defendants Chu and Kollar therefore controlled the financial narrative that was presented to the Board, meeting after meeting.

52. Defendants Chu and Kollar also led the process for securitizing Tricolor's auto loans, demonstrating their familiarity with Tricolor's financial standing, collateral available for pledging, and collateral already pledged. On at least one occasion, Defendants Chu and Kollar worked together to develop materials for the Board concerning Tricolor's securitizations to financial institutions.

53. Marketing materials for the ABS Social Bond, highlighted that Chu and Kollar, and other executives on the company's Credit Risk Committee would oversee the creation of each loan portfolio and ultimately approve the loan portfolio. (Ex. 5.)

E. Defendants' Wide-Ranging Fraud.

54. As set forth in the DOJ indictment, from 2018 through 2025, Defendants perpetuated a brazen double-pledging scheme to defraud Tricolor, its lenders, and other investors.

55. In or about 2018, Chu instructed Kollar to pledge past-due loans that Tricolor had already charged-off as losses. Chu instructed Kollar to create a fictitious portfolio company in Tricolor's dealer management system, transfer the charged-off loans to the new portfolio company, and arrange for other Tricolor employees to manually enter fake payments from customers on those charged-off loans in the dealer management system. In order to pay back the loans it secured from Lenders through the collateralized car loans, Tricolor used funds from one Lender to pay back another Lender to make it appear as though the fake payments were not fabricated by Defendants.

56. In January 2021, Chu asked Kollar over text if there was "anything we can pledge" from one lender to another lender to "get some liquidity." Kollar responded, "I will look. What is 'there' typically is [ineligible] for those." The DOJ concluded in their indictment that this text was referring to charged-off loans that were manipulated to appear as though they were actively performing loans.

57. At around the same time, others at Tricolor became concerned with the possibility of fraudulent activity and inadequate internal controls at the company. For example, as early as January 2021, Defendants were informed of material weaknesses identified by Tricolor's Chief Process Officer, Vanessa Mata. In a spreadsheet she presented to Defendants, she raised, among

other things, concerns with the lack of internal review protocols to compare inventory to finance receivables to ensure appropriate reclassification. (Ex. 6.) This lack of internal review was by design, allowing Defendants to alter data manually as part of their fraudulent scheme. Mata also sounded the alarm that certain users had access to multiple accounting systems which "can cause undetected errors, or allow the ability to commit fraud or theft." Mata also raised that "[s]tandard accounting controls were not documented or performed (such as account reconciliations performed and reviewed[])]. [The] Team lacked strong CPA and Accounting Bachelors / Masters expertise to under[stand] and record accounting transactions to US GAAP requirements." Finally, she raised that the lack of an internal audit department could lead to a lack of compliance or "bad business practices continuing without identification." In response, Defendants tasked Kollar—one of the main perpetrators of the fraud—with supposedly remediating the issues identified by Mata. He never did so, and the Defendants continued their wrongdoing.

58. In or about 2021, Defendants manipulated data related to Tricolor's collateral for inventory loans (*i.e.*, the vehicles themselves). Chu and Kollar retained vehicles on Tricolor's borrowing base for inventory credit lines even after they were sold, allowing for Tricolor to draw on lines of inventory credit for illusory collateral. For example, on April 20, 2021, Chu texted Kollar and others that, "[i]n an ideal scenario, we buy and increase inventory by $10mm and then we move the sold units off the borrowing base." That is, Tricolor would increase its inventory by $10 million to allow it to remove sold units that were fraudulently misrepresented in its borrowing base for inventory credit lines. At the same time, Defendants also caused Tricolor to pledge to other lenders the finance receivables for cars that had been sold and financed but were nonetheless pledged to inventory lines of credit.

59. From at least 2022 onwards, Defendants further manipulated financial data as to Tricolor's borrowing base, including data on loan performance, and pledged the same collateral across multiple warehouse facilities to draw more from its warehouse credit lines. Defendants submitted manipulated borrowing base reports to Lenders which misrepresented the loan receivables that formed Tricolor's borrowing base.

60. Defendants texted openly about the ongoing fraud. For example, Chu texted Kollar on July 25, 2022 asking him, "Can we work the >60s"? That is, he asked if data for loans over 60 days past due could be "worked." In response, Kollar and Seibold manually changed the data fields in borrowing base reports related to whether a loan was performing or past due, such that loans that were more than 60 days past due appeared to be current or paid within the last 60 days. (Ex. 1).

61. Chu and Kollar also regularly texted about efforts to obtain more liquidity by making misrepresentations to Lenders. On April 26, 2022, Kollar texted Chu: "We maxed the [Lender] one [*i.e.*, the SPV4 warehouse] for tomorrow by adding $1M when we should have only received $300k and working on [another Lender] [*i.e.*, the SPV 3 warehouse] today." This meant that Defendants' collateral manipulation had obtained $1 million more from the SPV 4 warehouse than would have been possible without fraud. On November 16, 2022, Chu texted Kollar for an update on Tricolor's liquidity, and Kollar responded that Tricolor has "$2.1m to [pledge] and with working DQ [delinquency] buckets we are getting $2.77M or ~$1.3m more. Will do a Bb [borrowing base] tomorrow and work to squeeze a little more out." (Ex. 1 at 8.) This meant that by manipulating delinquency data in borrowing base reports, Kollar increased the volume of eligible loans, generating an additional $1.3 million in advanced funds from lenders.

62. Defendants also double pledged the same loans as collateral to multiple lenders and securitizations. On March 1, 2023, Seibold described double-pledging efforts to Goodgame, writing that Seibold was "taking accounts from SPV6 and pledging on SPV3 to get liquidity out of SPV3," to which Goodgame replied jokingly with a crying emoji. Seibold then stated that he was then "possibly taking SPV5 accounts and double pledging on SPV6." In both instances, the same loans were being applied to multiple securitizations. On September 8, 2023, Goodgame messaged Seibold about needing to sell more inventory each week, and Seibold explained that "[w]e are bringing in between 6-8M a week on the main spvs right now," but that "[i]t's been tight just because of how close we are to maxing out the facilities." Seibold further explained that "Spv6 is capped out. Spv4 is making it hard with this notional inter[e]st rate cap. Spv3 is capped out. We have some room on SPV5 but are trying to keep it relatively clean. Doing everything I can to make sure we still have as much as we can coming in. The audits are going to be tough." In response, Goodgame responded, "ugh." Seibold, in turn, joked that "[h]opefully after this securitization we can keep them a bit cleaner," and Goodgame responded "Lol"—both joking about how Tricolor's lines of credit were not clean of fraud. (Ex. 1 at 9.)

63. To help prevent the fraud from being discovered, Defendants also falsified backup records to keep when audits were performed, including loan payment ledgers and system records indicating to which lender a loan had been pledged. During audits over the years this fraud was ongoing, Defendants would communicate about the possibility of having the fraud come to light. For example, on July 22, 2021, when an auditing firm was auditing Tricolor's prior year financial statements, Kollar texted Chu, "We will need to make sure [the auditor] does not try to [t]ie out [Lender]," because a comparison of the manipulated data that was provided to one of the Lenders to the real data in Tricolor's internal dealer management system would have revealed the fraud.

Chu responded: "I know." (Ex. 1 at 9.) Similarly, on December 12, 2022, Kollar sent a Teams message to an employee regarding an audit conducted by TBK, one of Tricolor's lenders. Kollar instructed the employee alter information in the sales report to be sent to TBK's auditing team by entering "a [vehicle identification number] that would not be searchable to the BBs [borrowing base spreadsheet]." (Ex. 7.) Later, on July 28, 2023, in connection with a different audit, Chu texted Kollar: "Can you reconstruct [Lender's] BB," referring to the borrowing base of purported collateral pledged to one of the Lenders. Kollar responded, in part, "It includes loans that are not active." Over the relevant period, Seibold at various times raised concerns about the fraud being discovered. Goodgame, in response, would reassure Seibold so that Seibold would continue perpetuating the fraud. (Ex. 1 at 9.)

64. In February 2024, JPM performed an audit of Tricolor collateral pledged to JPM and alerted Kollar and Tricolor to serious material weaknesses in its accounting practices. JPM's findings revealed approximately $13 million in double pledged loans on collateral pledged JPMorgan. In a consulting report dated February 23, 2024, addressed to Kollar, JPM's auditor noted that of the 25 accounts on which it performed an aging test, three accounts were repossessed as of January 31, 2024, but were not marked as such. This consulting report also cited some of the very same material weaknesses that were identified in the 2021 Chief Process Officer report discussed above, including lack of internal review protocols to ensure accuracy of finance receivables. Of course, Defendants did not correct these errors identified by JPM, but in fact continued to perpetuate their double-pledging fraud.

65. A year later, on April 23, 2025, a Tricolor employee notified Kollar that during the course of an audit he discovered vehicle identification numbers ("**VINs**") changing between 2023 and 2024 for the same vehicle. The employee stated that the VIN was changed in the Tricolor

system such that a duplicate would not be picked up if Tricolor's system ran a duplication check. Kollar hypothesized that the VIN may have been changed in the database because it "does not make sense to have two [accounts] with [the] same VIN." (Ex. 8.) This, however, was a lie meant to conceal Defendants' fraud.

66. Kollar also used his position as CFO and Treasurer to perpetuate Defendants' fraud by instructing Tricolor employees and consultants to manipulate data. For example, on June 17, 2025, Kollar corresponded over email with Srinivas Mutyala (who worked in software development for consulting firm Tekzenit, Inc.), whose duties, among others, were to assist in preparing Tricolor's reports to loan servicers. Mutyala presented Kollar with a list of active auto loan accounts among several ABS portfolios which were to be transferred into the TAST2025-2 securitization, and Kollar explicitly instructed Mutyala to leave those accounts attributable to the TAST2022-1 securitization "on both the TAST2025-2 and TAST2022-1 reports"—i.e., these same loans would serve as collateral for two entirely different securitizations, double-pledging 3,225 auto loans to both TAST 2022-1 and TAST 2025-2. (Ex. 9.) Because this was facially suspect, Mutyala asked Kollar to confirm that Kollar indeed wanted Mutyala wanted to attribute 3,225 loan contracts to two *different* securitizations. Kollar replied that, indeed, this was what he was instructing Mutyala to do. (Ex. 9.)

F. The Fraud is Revealed.

67. In August 2025, JPM began investigating whether Tricolor pledged the same collateral multiple times, thus significantly overrepresenting the amount of collateral pledged in support of the JPM warehouse loans. A banker from JPM called Chu about these problems. Chu, at the time, was on a luxury vacation in Italy, and he denied knowledge of the fraud. JPM retained FTI Consulting to run a forensic analysis of Tricolor and alerted the Department of Justice.

68. Chu, Kollar and other executives spoke over the phone on August 17, 2025 to discuss how to reconcile the irregularities in the records. Per audio recordings reflected in the DOJ's indictment, Chu urged the team to find a solution, observing that "rather than conform all of our records to meet the audit, I think we need to, we need to rethink, kind of holistically, all of the processes that are resulting in this" delay. Chu then drew an "analogy" to when the team managed to obscure Tricolor's fraudulent use of "dead loans on the balance sheet" to borrow capital during the 2022 financial statement audit. Chu emphasized that his "point in that analogy" was that "**rather than scrambling" to figure out, "okay, how are we gonna fabricate these loans? How are we gonna make up these loans? We just basically created around the problem with a structure, or I would say in this case, a policy, which, which made it, made all the math work.**" Chu then said, "we have a similar math problem today" and discussed with Kollar the buckets of manipulated loans and confirming exactly what fake data had been sent to the lenders on the SPV 4 Warehouse. (Ex. 1 at 11.)

69. During this August 17 call, Chu proposed that the manipulated data could be falsely attributed to a "Trump administration deferment" policy. Chu explained, "All I'm trying to do is, is alleviate the need to mess with any of these things and create a policy." Chu acknowledged, however, that "where we would have an issue is if, if they sent an auditor and they said, pull this up on your screen, right, that would be a problem." Kollar agreed, stating, "Yes. That would be bad." (Ex. 1 at 11.)

70. During another call on August 18, 2025, between Chu, Goodgame, Kollar, and other Tricolor executives, Chu described that one of the Lenders identified that "$63 million of loans that have not had a payment in 180 days that are marked as current in the borrowing base." Chu complained that he did not understand how Seibold could "be doing this and not thinking that

the balance has to reduce," saying it was "the stupidest fucking thing [he had] ever heard." Once Seibold was added to the call, Chu, in effect, demanded to know why Seibold had not thought to falsely reduce the balances in the borrowing base provided to Lenders when Seibold fraudulently marked the loans as current. Seibold responded: "I've been holding 8,000 outstanding charge-offs on every report for about a long time." When Chu asked whether Seibold ever reduced the balance, Seibold explained: "We do, but some we don't. . . . I can't reduce by a full 8,000 without having us have millions of dollars in debts that we need to pay down. . . . I'm doing what I thought was what we needed." (Ex. 1 at 12.)

71. On another call the next day between Chu, Goodgame, Kollar, and other executives, Chu recounted that he had spoken to one of the Lenders the prior evening and relayed to the Lender's representative. Chu said: "Look, if we were trying to commit fraud, we wouldn't be so stupid as to keep the same balances on there. . . . Nobody would be that stupid. And he [the Lender representative] goes, 'you're right.'" The participants on the August 19 call laughed in response. Chu also recounted how he told the representative of the Lender that it must be a "system issue." Of course, these were lies. As all participants on the call were aware, these inconsistencies were due to intentionally manipulated data, not a system issue. (Ex. 1 at 12.)

72. As the walls closed in on Defendants, Chu and Goodgame attempted to devise ways that Tricolor could settle with Lenders such as JPM who had caught on to their fraud. On August 28, 2025, Goodgame and Chu emailed each other the results of questions posed to "Grok AI," X's (formerly Twitter) AI chatbot, as to fiduciary duties owed by lending banks and circumstances where lending banks may be held liable for failure to investigate red flags. This search yielded precedents in which plaintiffs sought to recover from lending banks, including in litigation

concerning the collapse of Enron, in which JPM faced allegations of breach of fiduciary duty. A portion of the search results are below:

From: David Goodgame [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=A9E2D80DEC644E59989AB3324A517E6E-DGOODGAME]
Sent: 8/30/2025 2:25:34 PM
To: Daniel Chu [dchu@tricolor.com]; Mauricio Delgado [mdelgado@tricolor.com]
Subject: Grok Answers (Round 4)

Some good ones in here.

Precedents Similar to Enron Corp. Securities Derivative & ERISA Litigation (2005)

The 2005 Enron litigation (e.g., In re Enron Corp. Securities, Derivative & ERISA Litigation, 235 F. Supp. 2d 549) involved banks like JPMorgan Chase, Citigroup, and Merrill Lynch accused of aiding Enron's accounting fraud by structuring deceptive transactions (e.g., prepays disguised as trades) despite red flags in financials, such as off-balance-sheet debt and inflated revenues. Courts held that sophisticated banks could not ignore obvious signs of collapse while profiting, leading to massive settlements (e.g., $7.2B class action). Below are similar U.S. precedents where banks faced liability for aiding corporate fraud by ignoring red flags in audited financials (e.g., manipulated statements, hidden debt) and assisting in misconduct for financial gain. These often involve securities fraud, aiding and abetting, or conspiracy claims under federal laws like the Securities Exchange Act. I've focused on key cases from searches, emphasizing parallels like bank knowledge via financial access and substantial assistance.

(Ex. 10.)

73. On August 29, JPM's investigation revealed that Tricolor had failed to reconcile its bank statements with the company's internal financial records. This mismatch was an intentional practice for years by Defendants in order to prevent their fraud from being uncovered. (Ex. 11.)

74. On August 30, Chu spoke again with Goodgame, Kollar, and other Tricolor executives and discussed the possibility of blaming Tricolor's Lenders for ignoring red flags of Tricolor's activities and use that as leverage for a settlement with the Lenders, likening Tricolor's situation to that of Enron, buoyed by the results of his and Goodgame's searches from Grok AI. Specifically, Chu and the others discussed the possibility that they could blame the banks for purportedly ignoring red flags of their frauds and use that threat as leverage to extract a favorable settlement. Chu was optimistic about that outcome, stating on the call, "Enron obviously has a nice ring to it, right? <laugh>, I mean, Enron, Enron raises the blood pressure of the lender when

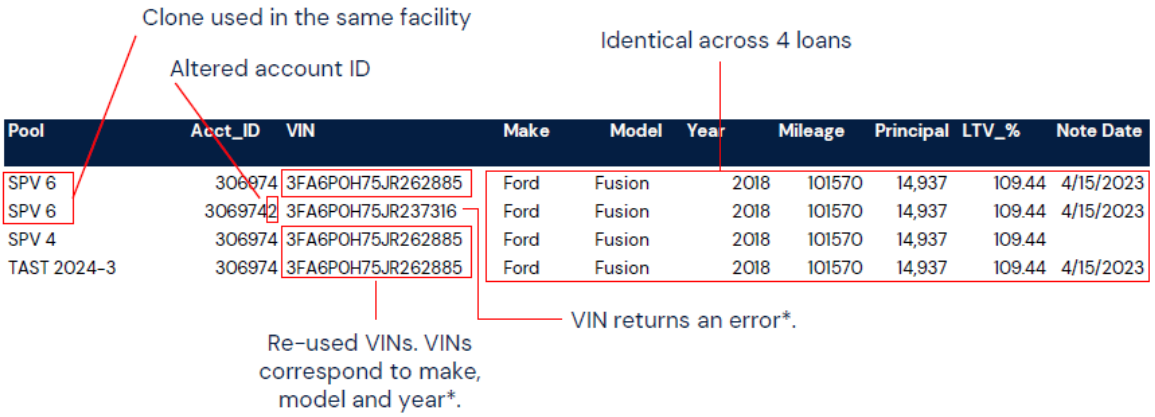
they see that <laugh>. It, it has to, right? I'm not-[. . .] Cause who wants to be thrown in the category?" **Chu later said, "That Enron case is fucking perfect, I think."** (Ex. 1 at 13.)

G. Capstone's Investigation To Date Confirms the Staggering Scope of Defendants' Fraud.

75. Capstone is an industry-leading investment banking and financial advisory firm retained by the Trustee to conduct a forensic accounting and fraud investigation. Capstone's investigation is headed by Mr. Jim Calandra, CPA, CTP, CFF. Mr. Calandra serves as Capstone's Managing Director and Head of Capstone's Financial Advisory Services practice, and he has more than 25 years of experience in turnaround management consulting, interim management, fraud and forensic accounting, mergers and acquisitions, and recapitalizations. Capstone's investigation has begun to reveal the massive scope of the fraud at Tricolor.

76. While Capstone's investigation is not yet complete, it has already revealed the massive scope of Defendants' fraud. To date, this investigation has uncovered 38,368 false finance receivable accounts, which represents loans that Capstone has classified as either "clone loans" or otherwise fictitious loans. In total, these loans represented ***$683 million*** in reported value on Tricolor's books.

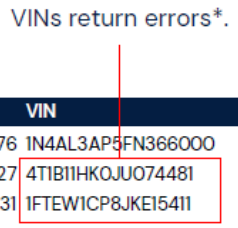
77. The "clone loans" identified by Capstone were loans contained in Tricolor's warehouses and securitizations that had modified account IDs, but which otherwise had all of the other same attributes (e.g., the same vehicle identification numbers, vehicle make, and vehicle number). Capstone identified 31,408 clone loans with a finance receivable value of $547,928,874 and concluded they were the result of intentional misrepresentation of loans in Tricolor's books. An example is depicted below, which demonstrates the same make, model, mileage, and other information across multiple Tricolor warehouse facilities and securitizations, but with different account IDs.



Pool	Acct_ID	VIN	Make	Model	Year	Mileage	Principal	LTV_%	Note Date
SPV 6	306974	3FA6P0H75JR262885	Ford	Fusion	2018	101570	14,937	109.44	4/15/2023
SPV 6	3069742	3FA6P0H75JR237316	Ford	Fusion	2018	101570	14,937	109.44	4/15/2023
SPV 4	306974	3FA6P0H75JR262885	Ford	Fusion	2018	101570	14,937	109.44	
TAST 2024-3	306974	3FA6P0H75JR262885	Ford	Fusion	2018	101570	14,937	109.44	4/15/2023

** According to nhtsa.dot.gov. Error message: Error Text: 1 - Check Digit (9th position) does not calculate properly.*

78. The other fictitious loans that Capstone's investigation uncovered took the form of loans with vehicle identification numbers listed in servicer reports that were completely absent from finance receivable records—implying that these loans were fabricated entirely. The internal investigation has revealed that there were at least 6,960 such loans, with a finance receivable value of $135,488,888. An example is depicted below, where VINs were found listed in multiple warehouse facilities, but were not listed with the vehicles sold by Tricolor, however they did appear in the finance receivable records.

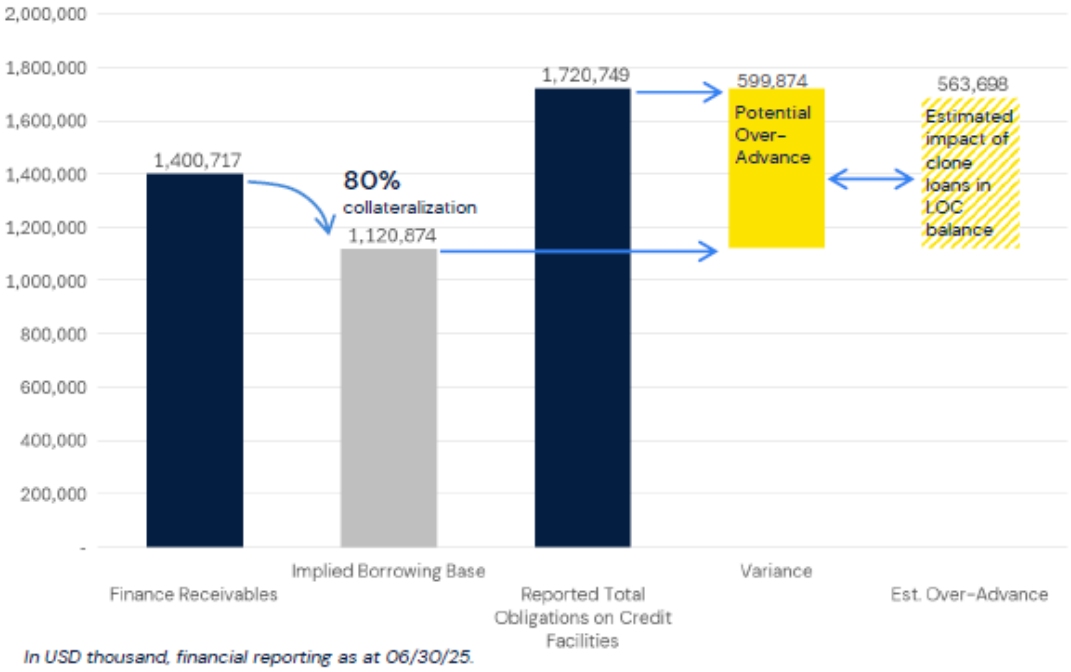


Pool	Acct_ID	VIN	Make	Model	Year	Mileage	Principal	LTV_%	Note Date
SPV 6	290576	1N4AL3AP5FN366000	Nissan	Altima	2015	115882	14,140	152.95	12/17/2022
SPV 6	3507527	4T1B11HK0JU074481	TOYOTA	CAMRY	2018	78285	24,145	129.16	2/17/2024
SPV 6	2922131	1FTEW1CP8JKE15411	Ford	F-150	2018	84952	22,039	130.09	1/3/2023

** According to nhtsa.dot.gov. Error message: Error Text: 1 - Check Digit (9th position) does not calculate properly.*

79. Capstone's investigation further uncovered that in June 2025, when Tricolor had $1.4 billion in finance receivables (which would imply a collateralization base of $1.1 billion with a collateralization rate of 80%), Tricolor falsely reported the finance receivables in its credit

facilities to show $1.7 billion total obligations—an upward variance of approximately $600 million. This variance is depicted below:

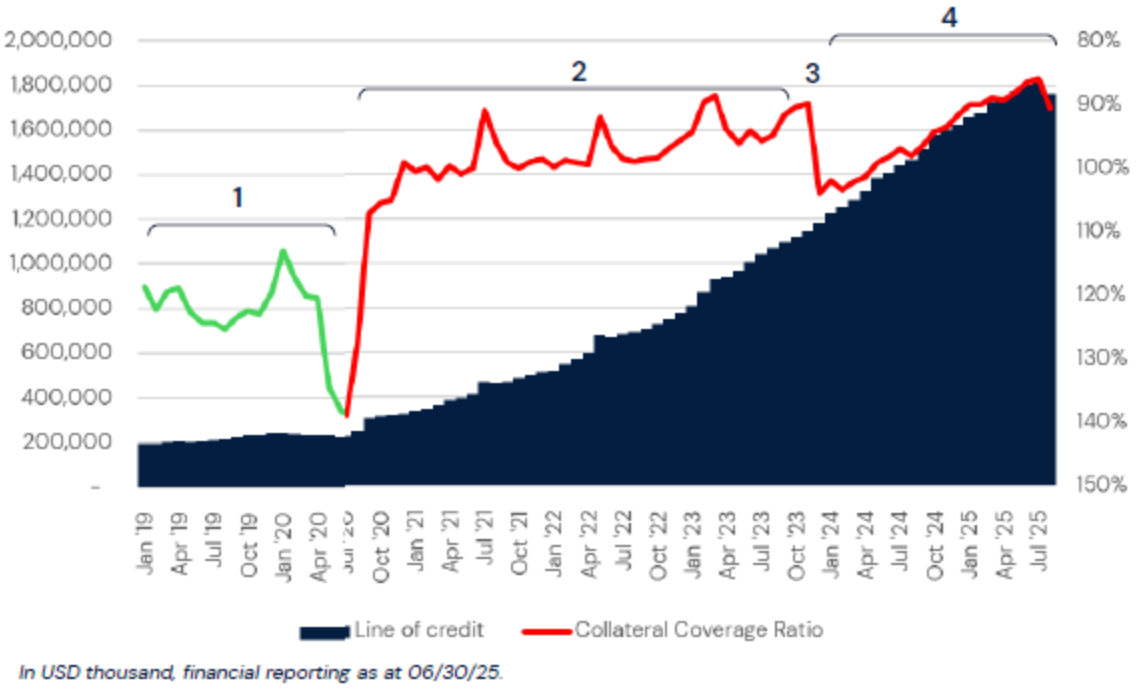


80. In other words, Tricolor was given advance loans from its warehouse Lenders premised on Tricolor's falsely inflated receivables base.

81. This reckless and risky practice put greater pressure on Tricolor's *actual* loans to cover the new liabilities caused by the loans which did not exist.

82. Because the fraud excessively leveraged Tricolor, the company was put into a precarious economic situation where Tricolor could suddenly find itself unable to pay for the loans if a significant number of defaults occurred.

83. Capstone's investigation also revealed the rapid timeline of Tricolor's overleverage.



In USD thousand, financial reporting as at 06/30/25.

84. Prior to September 2020, the ratio between the finance receivable balance to the obligations reported to credit facilities (the "**collateral coverage ratio**") sat at approximately 125%, meaning there were greater auto loan receivables than there were outstanding liabilities under the warehouse loans and the securitization trusts.

85. After September 2020, the collateral coverage ratio rapidly declined, falling below 100% and reaching approximately 87% in March 2023, meaning that Tricolor was receiving more in financing from its warehouse line of credit than it had in finance receivables.

86. In December 2023, Tricolor reported a $196 million increase in finance receivables, which temporarily improved the ratio from approximately 89% to approximately 96%.

87. From there, however, Tricolor's obligations under its credit facilities grew at a breakneck pace, with a rapidly declining collateral coverage ratio (represented by the red line in the above graph). This implies that the creation of fictitious loans increased considerably during

this period, and further that Tricolor used funds lent by Lenders to make fictitious loan payments to other Lenders.

H. The Fraud Bankrupts Tricolor.

88. When this fraudulent accounting came to light, Fifth Third and other Lenders terminated their warehouse lending agreements with Tricolor in August 2025.

89. In excessive debt to Lenders and with excessive collateralization of its meager receivables—far greater than the required rate of 80% and with borrowed amounts from lending banks far greater than its own receivables base—Tricolor found itself with far more liabilities than its liquidity could support.

90. As a result, Tricolor defaulted on its payment obligations to the Lenders. Indeed, JPM and Fifth Third each logged nearly $180 million in net charge-offs in their financial reporting in the third quarter of 2025, as a result of Tricolor's defaults on the advance loans issued to Tricolor. Fifth Third executives referred to the Tricolor loans as clear "fraud," and Fifth Third's CEO has stated that they were "defrauded" by Tricolor with respect to these loans. JPM's Chief Financial Officer similarly stated: "There clearly was, in my opinion, fraud involved in a bunch of these things."

91. On September 7, 2025, just days before Tricolor filed its Chapter 7 petition, Chu resigned from the board of directors of Origin Bank, one of Tricolor's Lenders. (Ex. 12.)

I. Chu Leverages the Fraud to Extract Excessive Bonus Compensation and to Use Corporate Funds for Lavish Personal Expenses.

92. In the years leading up to Tricolor's bankruptcy, as the scope of the above-described fraud became unsustainable and the company was poised for collapse, Chu fixated on his compensation, demanding outsized bonuses, spending company funds on personal expenses,

and using his power as Manager of Ganas Investors, LLC to unilaterally force out any Board members that voiced opposition to his demands.

93. In or around January 2022, Chu demanded a bonus for his performance for 2021 from Tricolor's Board of Managers, in the amount of $1.5 million. (Ex. 13.)

94. In response to his concerns, the Board of Managers of Tricolor retained consulting firm Meridian Compensation Partners ("**Meridian**") to determine a fair compensation package for Chu. Meridian's analysis, provided to the Board in July 2022, offered ranges of compensation for private and public companies by various revenue sizes, which showed that Chu's compensation was in line with the 50th percentile of private US companies. However, Chu demanded that he receive compensation in at least the top 10th percentile for ***public*** companies in the analysis—including a base salary of $1 million, with a bonus of $1.5 to 2 million, and $2.5 million in equity—even though Tricolor was not a public company at that time.

95. Chu's demand for increased compensation was initially considered by the Board's Compensation Committee, which at the time consisted of two now-former Board members: Dann Adams and Antonio Garza.

96. Adams, who was the chair of the Compensation Committee, expressed skepticism about the level of compensation demanded by Chu, worrying about the optics of a company whose brand image has been focused on high social impact paying its CEO a compensation package substantially higher than that of the average private company CEO.

97. In response, Chu prepared a fourteen-slide presentation for the Board meeting on March 17, 2023, taking credit for Tricolor's financial performance, and claiming that the Compensation Committee process related to his bonus has been "grossly mismanaged." In this

presentation, he referred to Adams as a "top imbecile" for daring to challenge his proposed compensation. (Ex. 14.)

98. Chu demanded, among other things: (1) a reallocation to cash compensation for 2022 and increase his bonus by $3 million, to reach a total of $5 million in 2022; (2) a new equity plan in 2023 with structure; (3) a base pay of $1.5 million and bonus of $750,000 in 2023; and (4) a three year severance of $1 million per year upon departure for any reason. (Ex. 14.)

99. And, in a further sign of his attempts to bully the Board with respect to his compensation, Chu included a final demand in his slide deck that would have required Adams personally to submit a written explanation on the appropriate use of "their, there, and they're," enroll in a local community college, and achieve a 2.5 GPA in a curriculum of English composition and grammar, and statistics. (Ex. 14.)

100. When he received continued pushback on his compensation demands, Chu threatened to leave the company and raised the prospect of forcing the Board to "agree to put the company up for sale immediately." (Ex. 15.)

101. On the morning of March 25, 2023, Board member Derrick Weatherspoon emailed Chu to notify him that a new compensation package was approved by the Board, which included, among other things, (1) a one-time grant of Restricted Stock Units valued at $1.5 million as compensation for 2022 in lieu of a cash bonus, and (2) a base salary of $750,000 and a cash bonus of $750,000 to $1.5 million (maximum) for 2023. (Ex. 16.) Weatherspoon further promised to return a response regarding some of Chu's additional asks. Chu replied late that day attempting to explain why the current compensation proposal was "undeniably absurd." (Ex. 17.)

102. Subsequently, in May 2023, in the course of Tricolor's annual audit, the Board discovered that Chu had made millions of dollars' worth of seemingly personal purchases on his

company American Express credit card without reimbursing the company. These expenses, which Chu claimed were "completely business-driven" and necessary business expenses, included over the course of just 2022:

- Hundreds of thousands of dollars worth of private jet and first-class commercial air travel for himself and his family, including over 240 purchases from American Airlines totaling $185,000;
- Hundreds of stays at luxury hotels and resorts costing more than $300,000, including spending more than $20,000 at the Sky Residences at Aspen; more than $65,000 at Four Seasons hotels in Boston, Surfside, Las Vegas, Irving, New York, Chicago, and Denver; more than $30,000 at the Trump International in New York; and more than $140,000 for 100 charges at Hotels.com; in addition to stays at the Garden of the Gods Resort in Colorado Springs, the Peninsula in New York, the Hall Arts Hotel in Dallas, the L'Auberge in Del Mar, Mandarin Oriental hotels in Boston and Paris, the Cosmopolitan in Las Vegas, Mansion on Turtle Creek in Dallas, the Grand Beach Hotel in Surfside, the Wynn in Las Vegas, the Waldorf Astoria in Las Vegas, and the Beverly Hills Hotel;
- Over 200 meals at high-end restaurants, including extravagant meals costing hundreds or thousands of dollars at Salt Bae's restaurant in Dallas, Nobu in New York, Prime 112 in Miami, Le Bilboquet in New York, Los Fuegos in Miami, Chef Tania private dining in Miami, Hakkasan in Las Vegas, Hutong in Miami, Carbone in Dallas, Novikov in Miami, Pao by Paul Qui in Miami, Mr. Chow's in Miami, Cote in Miami, and Le Coucou in New York;

- Thousands of dollars of alcohol and wine purchases from Silver Oak Cellars in Napa Valley, the Opus One Winery in Oakville, Del Dotto Vineyards in Napa Valley, Big Daddy's Liquor in New York, the Kenzo Estate Winery in Napa Valley, Crown Liquors in New York, and VinPorter in Napa Valley;
- Thousands of dollars of healthcare and beauty expenses, including skin revitalization at Skincare by Amy Peterson, vitamin infusions at Vitality IV Bar, dental work at The Prosthodontic Center of Beverly Hills, biochemical testing at DHA Laboratory, wellness treatments at Tierra Santa Healing House in Miami, multiple visits to the Exhale spa in Bar Harbour, and recurring payments for Nutrafol hair growth products;
- Tens of thousands of dollars of purchases from a woman's clothing store in Bal Harbour (Intermix), a countertop supply store in Phoenix (Lee's Counter Tapps Tops), a general contractor in Miami (Vera Castell Services), an air purifier company (Molekule), an art gallery in Dallas (Artemis Fine Arts), a designer coffee table book store (Assouline), a wool sweater store in Portland (Dehen), a home automation company in Miami (Systems Design & Integration), a luxury home staging company in California (Meredith Baer Home), and a florist in Del Ray Beach (Camden Gardens of Florida);
- Simultaneous monthly subscriptions to television services from YouTube Tv, FuboTv, Hulu Tv, and Spectrum; streaming subscriptions from Netflix, Peacock, Hulu, and Spotify; and dozens of purchases from Prime Video;
- Simultaneous memberships in ClassPass, Peloton, Equinox, SoulCycle, and StretchZone;

- More than $18,000 in purchases from Apple and the Apple Store;
- 874 charges to Uber, 314 charges to Lyft, 231 charges to Doordash, and 205 charges to Uber Eats;
- Regular dry-cleaning at Dryeco dry cleaning in Sunny Island;
- Dog-training services from Elite K9 Service in Florida; and
- Personal storage and moving charges totaling over $140,000.

(Ex. 18; Ex. 19.)

103. On May 9, 2023, Chu emailed Tricolor's counsel at the law firm Reed Smith regarding the ongoing audit, copying Board audit committee member Beth Brooke, attempting to pass off his personal expenses as necessary business expenses. Chu attempted to justify (among other things) over $422,000 in travel expenses by explaining that when he chooses to travel, he travels with his immediate family, and thus multiple airline tickets and larger hotel accommodations for his family should be paid by the company. (Ex. 18.)

104. On May 11, 2023, Brooke emailed Reed Smith and Tricolor Board members expressing concern about Chu's bonuses in 2021 and 2022 as well as the personal American Express expenses. Brooke questioned who would have authorized an advance of $400,000 to Chu, considering the Board had instructed the compensation committee to "hold up on finalizing" his compensation and bonus pending the investigation into his American Express expenses. Brooke closed her email with a sober reflection of Chu's self-interested leadership of Tricolor: "If this is all because what [Chu] says, people do, with or without proper processes and approvals. If that is the case, [the auditor] is going to question everything. Rightfully so." (Ex. 20.)

105. On May 14, 2023, Chu once more attempted to justify his personal spending as business expenses. He even went so far as to say that household expenses like a nanny and even

intravenous vitamin treatments were "the most practical" way for him to "cope" with his executive responsibilities. (Ex. 21.)

106. On May 31, 2023, in an effort to coerce the Board into ending its investigation into his improper use of his corporate card and to otherwise strong-arm the Board into complying with his outsized compensation demands, Chu threatened the Board by submitting a purported letter of resignation. (Ex. 22.)

107. The Board ultimately agreed to resolve its investigation into his personal expenses on favorable terms in order to keep Chu at the company, motivated by the veneer of financial success identified by Chu that was actually a result of Defendants' fraud. The Board ultimately agreed that Chu would only need to repay Tricolor $2,141,556 of the millions of dollars of personal expenses he attempted to pass off as business expenses on his corporate American Express credit card.

108. Chu then utilized his power as the sole manager of Ganas Investors LLC, the majority member of Tricolor, to extract egregiously large bonus compensation from the company just as the fraud was beginning to take the company down.

109. Pursuant to the LLC Agreement, holders of "at least a majority of the total Percentage Interests" in Tricolor Holdings LLC could remove and replace a Manager in the Board, with the restriction that: (1) two Managers who are to be appointed by members holding a majority of "senior preferred" shares of Tricolor Holdings, (2) one Manager is to be appointed by Ganas Investors, LLC, and (3) one of the Managers appointed by the majority of the Percentage Interests must be someone who is not employed by or consultants to the Company or Ganas Investors LLC (or any of their affiliates). Thus, with respect to most Members of the Board, Chu had an unfettered ability to shape the Board, as Ganas Investors, LLC held 75% of the Percentage Interest in Tricolor

Holdings LLC. (Ex. 2, at Schedule A-1.) As Chu, in turn, was the sole Manager of Ganas Investors, LLC, and was empowered by Ganas Investors, LLC's limited liability agreement to have sole decision-making authority, this meant effectively that *Chu* had the sole ability to appoint and remove Tricolor Holdings Board members.

110. Exercising this power, in retaliation for Brooke questioning his personal spending of company funds, Chu executed a Consent on behalf of Ganas Investors, LLC on September 17, 2023, removing Brooke from the Tricolor Board of Managers. In her place, Chu appointed Andrew DeLuca, Tricolor's General Counsel, to the Board, writing in an email, "Neither the removal [n]or appointment is subject to [B]oard vote." (Ex. 23.)

111. Next, on December 27, 2023, just days before the Board meeting where the Managers would vote on Chu's compensation package, Chu executed two more consents on behalf of Ganas Investors, LLC, removing Antonio Garza and Dann Adams, the only members of the Compensation Committee, from the Board effective immediately. (Ex. 24; Ex. 25.)

112. With the Board members who had previously questioned Chu's demands for excessive compensation removed and with the remaining members well aware that any opposition to Chu would be met with their removal, Chu took the opportunity to again demand even more compensation from the Board.

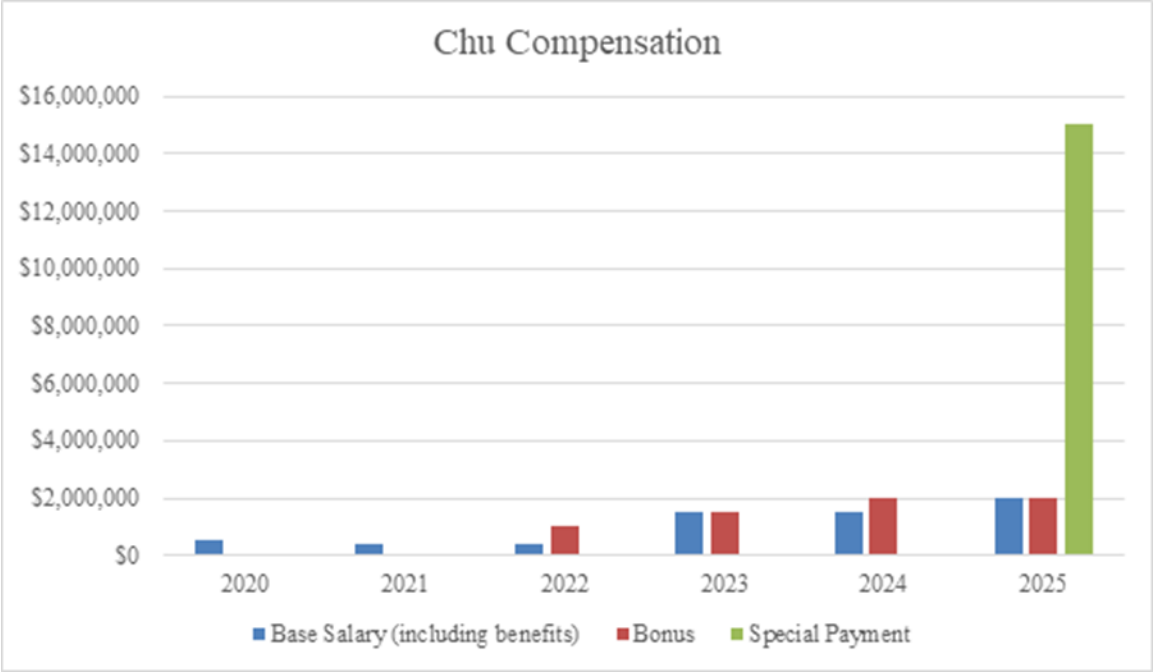
113. On January 3, 2024, the Board held a special meeting to vote on Chu's 2023 and 2024 compensation. The Board approved his 2023 salary of $1.5 million and a 2023 bonus of $1.5 million. The Board also approved a 2024 salary of $1.5 million. In a further boon to Chu, the Board voted to reduce the balance of Chu's promissory note to repay Tricolor for his personal expenses on his corporate American Express credit card from $2,141,556 to $1,443,057.

114. On January 24, 2025, Chu presented a new proposal that demanded a bonus of at least $13 million—many multiples greater than his prior compensation—purportedly to compensate him for Tricolor's growth between 2018 and 2025. Chu's compensation demands were premised entirely on the fabricated appearance of massive growth that was, in reality, a result of Defendants' fraud.

115. On February 12, 2025, the Board held a meeting to discuss Chu's 2025 compensation. The Board did not retain a compensation consultant nor negotiate with Chu, but instead acceded to Chu's demand for a base salary of $2 million and a bonus of $2 million; a one-time grant of profit interest in Tricolor to vest over a four-year period; **and a one-time special bonus of $15,000,000**, offset by the $1,443,057 owed by Chu via Promissory Note to compensate for some of Chu's personal American Express purchases. (Ex. 26.)

116. While Chu demanded that the Board grant him his windfall compensation, Tricolor's collateralization rate and credit advances from Lenders were increasing at a fever pitch (*see* Sections E to G, *supra*).

117. Thus, from 2023 until the time of Tricolor's bankruptcy filing, as the Company was engaging in a rapidly growing and unsustainable fraud under Chu's leadership, Chu squeezed as much money as he could out of Tricolor by misrepresenting Tricolor's financial condition and unilaterally removing Board members that questioned him. In 2025 alone, Chu received over $17,000,000 in compensation, far out of line with both his prior compensation and the compensation of executives at similar private companies, as reflected by the analysis conducted in prior years by Tricolor's consultants.



118. Given the fraud occurring behind the scenes, and Chu's outsized compensation, Tricolor did not receive reasonably equivalent value from Chu's services.

119. In the year leading up to the bankruptcy, Tricolor made payments to Chu in a total amount of $29,605,737. Of that total, $13,464,025 was paid out to Chu just over the ninety days leading up to the bankruptcy. This amount comprised not only his compensation but also a bonus of $2 million paid on February 28, 2025. It also comprised the aforementioned special bonus of $15 million paid to Chu less the $1,443,057 offset, which was paid to him in four installments: $500,000 paid on January 28, 2025; $1,500,000 paid on February 10, 2025; $4,000,000 paid on March 6, 2025; $500,000 paid on May 21, 2025; and $5,556,943 paid on June 11, 2025.

120. On July 1, 2025—just two months before Tricolor finally declared bankruptcy—Chu made a short-term loan to Tricolor in the amount of $6,500,000. Despite Tricolor's mounting liabilities and Chu's knowledge of the poor financial health of Tricolor, Chu directed Kollar to repay this amount in full in installments over the month of August: $250,000 on August 11, 2025; $4,250,000 on August 19, 2025; and $2,000,000 on August 20, 2025. Even as Chu observed in

August 2025 that Tricolor was "definitely insolvent," Chu made sure that his short-term loan was repaid before any of Tricolor's other creditors received money from the company.

121. Chu also continued to use corporate funds for personal purchases even after reaching the prior resolution with the company regarding his American Express purchases. Even as late as August 2025, when it was clear to Chu that Tricolor was in financial distress, he continued to make personal purchases on his corporate American Express card, including a $603.92 Oura ring, over $5,000 at Accent Gallery & Framing in Dallas (luxury art framing), over $3,000 in July in storage unit rent, and $18,000 for membership to Core Club in New York (a member's only social club). (Ex. 27.)

122. When Tricolor paid over $29,000,000 to Chu in the one year leading up to the bankruptcy, and especially when it paid over $13,000,000 of that amount in the ninety days leading up to the bankruptcy, these payments substantially diminished the amount of money Tricolor had remaining to pay its creditors.

123. Ultimately, Tricolor's Board requested on September 5, 2025, that Chu return the 2025 special bonus that was paid to him.

124. To date, Chu has not made this repayment, nor has he indicated that he intends to do so.

J. Chu Uses His Fraudulently Obtained Compensation to Fund Lavish Personal Expenses.

125. Chu used the compensation he defrauded from Tricolor to fuel his lavish lifestyle, purchasing multiple homes during his tenure as Tricolor's CEO, and maintaining multiple other properties at the same time.

126. In 2022, Chu purchased a property at The Four Seasons Residences, The Surf Club, 9001 Collins Ave #S-201, Miami Beach, FL 33154 for approximately $18,000,000.

127. In March 2023, the same month the Board approved Chu's increased 2023 compensation package, he purchased a property at 4208 Beverly Drive, Highland Park, TX 75205 with a tax assessment of $4,599,440 in 2023.

128. In December 2024, when Chu was lobbying for his massive 2025 compensation package that was approved in January 2025, he purchased property at 4544 Westway Ave, Highland Park, TX 75205, with a tax assessment of $2,063,260 in 2024. A background check obtained by the Trustee shows the owner as Daniel Chu and his wife Constance Chu, and the owner's address is 6021 Connection Dr., Irving, TX 75039. 6021 Connection Dr. is the address of Tricolor's headquarters.

129. On February 18, 2025—just days after his $15,000,000 special bonus was approved—on information and belief, Chu executed a purchase agreement for a ski chalet at 115 W. Bleeker Street, Aspen, CO 81611, for approximately $25,000,000.

130. On June 12, 2025, Chu purchased via holding entity 1431 Cobb Parkway South, Marietta, Georgia 30067, and shortly thereafter on June 26, 2025, sold the property for more than $7,000,000.

K. Chu's Alienation of Assets from Potential Judgment Creditors.

131. Beginning in July 2025, as it became clear that the fraud at Tricolor was unsustainable and about to be revealed, Chu began alienating his assets in an effort to protect from them Tricolor's creditors.

132. On July 10, 2025, Chu listed for sale his property located at 4544 Westway Ave., Highland Park, TX 75205, for $2,099,999. The property remains listed for sale as of this filing, and his daughter Katie Chu is the real estate agent for this property. (Ex. 28.)

133. On August 29, 2025—just days before Tricolor's bankruptcy—a limited liability company operated by Chu called Chu Family Investments LLC purchased a property at 1612 Gilcrest Drive, Beverly Hills, CA 90210, for $2,650,000, with Origin Bank financing $2.12 million of the purchase. Upon information and belief, the remaining $530,000 came from Chu's own funds, and this property was purchased through an LLC in an attempt to shield it from any personal liability of Chu.

134. On September 9, 2025, Chu listed for sale his property located at 4208 Beverly Drive, Highland Park, TX 75205, for $10,990,000. The property remains listed for sale as of this filing, and Chu has agreed to drop the price by $2,000,000 in a desperate attempt to sell this asset. (Ex. 29.)

135. On September 15, 2025, Chu received an email from a law firm specializing in asset protection at his Tricolor email address sending a flow chart for a Family Limited Partnership to own investment assets. On September 16, 2025, Chu instructed the law firm to communicate through his Gmail email address (tricolorchu@gmail.com). (Ex. 30.)

136. On September 17, 2025, Chu sent an email to himself at tricolorchu@gmail.com, including a link to an article from law firm Adler Law titled "Florida Homestead Law Guide," which "protects a Florida resident's primary home from judgment creditors." (Ex. 31.)

137. A few days later, on September 24, 2025, Chu discussed a Termination and Release Agreement with Elephant Aspen Residences Inc., terminating the purchase of White Elephant Aspen Chalets Unit No. 3, located at 115 W. Bleeker Street, Aspen, CO 81611. Upon information and belief, the seller retained Chu's earnest money deposit of $1,750,000 and returned to Chu the remainder of the $25,000,000 purchase price.

138. Upon information and belief, after Chapter 7 Bankruptcy was declared, Chu sent a former employee of Tricolor to the headquarters to collect the titles to vehicles in Chu's name. The former employee stated that Chu asked him to retrieve the titles to his vehicles that Chu left in his office at Tricolor. Tricolor is currently in possession of those titles.

139. Most recently, in December 2025, Chu called former Board member Richard Anderson requesting to sell his custom Land Rover Defender. Despite Anderson expressly disclaiming any desire to purchase the vehicle, Chu shipped the vehicle to Anderson's home.

L. Defendants are Indicted.

140. On December 16, 2025, the DOJ unsealed its indictment charging Chu and Goodgame with charges including wire fraud, bank fraud, and conspiracy.

141. Both Chu and Goodgame were arrested on December 17, 2025. Goodgame faces up to thirty years in prison, and Chu faces a maximum potential sentence of life in prison.

142. Kollar and Seibold have pleaded guilty to fraud charges and are cooperating with the DOJ investigation.

143. Following the indictment and arrest, U.S. Attorney Jay Clayton said in a statement: "Fraud became an integral component of Tricolor's business strategy. The resulting billion-dollar collapse harmed banks, investors, employees, and customers."

M. The Trustee's Investigation Continues.

144. As of the date of filing this Complaint, the Trustee's investigation is ongoing as she and her advisors sift through more than two terabytes of data at the Company, and pursue Rule 2004 discovery and other investigatory methods to uncover the full scope of Defendants' misconduct.

COUNT I
Fraud (against all Defendants)

145. Defendants, in each of their capacities as Officers of Tricolor, created or caused to be created nearly 40,000 fake loans valued at over $683 million.

146. Defendants knowingly, and with the intent to defraud, made or caused to be made misrepresentations and omissions of material fact, or were made on Defendants' behalf.

147. In his capacity as Officer and as Tricolor's CEO and President, Chu created or caused to be created nearly 40,000 fake loans valued at over $683 million. Each one of these loans contained false statements of material fact that Chu falsely represented to Tricolor as accurate.

148. In his capacity as Officer and as Tricolor's CFO and Vice President, Kollar created or caused to be created nearly 40,000 fake loans valued at over $683 million. Each one of these loans contained false statements of material fact that Kollar falsely represented to Tricolor as accurate.

149. In his capacity as Officer and as Tricolor's COO, Goodgame created or caused to be created nearly 40,000 fake loans valued at over $683 million. Each one of these loans contained false statements of material fact that Goodgame falsely represented to Tricolor as accurate.

150. In his capacity as Officer and as Tricolor's Director of Treasury, Seibold created or caused to be created nearly 40,000 fake loans valued at over $683 million. Each one of these loans contained false statements of material fact that Seibold falsely represented to Tricolor as accurate.

151. These false loans were given the appearance of legitimate loans, but with fabricated or duplicated attributes.

152. Defendants knew that these loans were fabricated or represented that they were accurate with a reckless indifference to the truth.

153. Defendants intended to deceive, and did deceive, others at Tricolor into believing these loans were legitimate.

154. Tricolor relied in good faith on the misrepresentations of Defendants to issue further asset-backed securities based upon these fake loans.

155. In reliance on these misrepresentations, Tricolor paid Chu a bonus of $15 million in 2025 and a lavish compensation package as a reward for contributing to (what appeared to be) several years of resounding success at Tricolor which was based on the fabricated loans.

156. Moreover, in reliance on these misrepresentations, Tricolor became overleveraged by fake loans that were not backed by any real customers or collateral.

157. As a result, Tricolor became vulnerable to customer defaults, and finds itself in Chapter 7 bankruptcy after having insufficient cash or assets to repay its liabilities.

158. If not for Defendants' misrepresentations, Tricolor would not be bankrupt today.

159. Accordingly, the Court should grant judgment in favor of Plaintiff, finding that Defendants are liable for common law fraud and ordering Defendants to pay Plaintiff damages in an amount to be determined, and expenses to which Plaintiff is entitled, in an amount to be determined at trial.

COUNT II
Breach of Fiduciary Duty of Care (against all Defendants)

160. Plaintiff hereby incorporates by reference each and every allegation contained in the preceding paragraphs as if set forth herein.

161. Chu was at all times a Manager of Tricolor Holdings and the CEO and President of Tricolor Holdings (and of each of Debtors). As an Officer of Tricolor, and/or as the CEO and President of Tricolor, Chu occupied a position of trust and confidence and owed a Tricolor and its members a fiduciary duty of care.

162. Kollar was at all times the CFO and Vice President of Tricolor Holdings. As an Officer of Tricolor, and/or as the CFO and Vice President of Tricolor, Kollar occupied a position of trust and confidence and owed a Tricolor and its members a fiduciary duty of care.

163. Goodgame was at all times an Officer of Tricolor Holdings. Goodgame served as the Vice President of Supply Chain and Analytics at Tricolor before being promoted to Chief Operating Officer in 2019—a position he held until Tricolor's bankruptcy. As an Officer of Tricolor, and/or as the COO of Tricolor, Goodgame occupied a position of trust and confidence and owed a Tricolor and its members a fiduciary duty of care.

164. Seibold was at all times the Director of Treasury of Tricolor Holdings. As an Officer of Tricolor, and/or as the Director of Treasury of Tricolor, Seibold occupied a position of trust and confidence and owed a Tricolor and its members a fiduciary duty of care.

165. Defendants owed Tricolor and its members a duty of care, including but not limited to, a duty to that a reasonably prudent person would exercise in similar circumstances.

166. Defendants breached this duty of care by intentionally making, or causing others to make, or failing to properly oversee others who made, false loans reported in Tricolor's accounting, and collateralizing them into asset-backed securities at a rate far greater than 80%, so that Tricolor could sell more asset-backed securities.

167. Defendants' actions in generating—or failing to properly oversee others who generated—false loans and collateralizing warehouse facilities at a rate greater than 80% had no business justification.

168. Tricolor has been, and continues to be, damaged as a direct and proximate result of Defendants' breach of their fiduciary duty of care, in an amount to be determined at trial.

COUNT III
Breach of Fiduciary Duty of Loyalty (against all Defendants)

169. Plaintiff hereby incorporates by reference each and every allegation contained in the preceding paragraphs as if set forth herein.

170. Chu was at all times a Manager of Tricolor Holdings and the CEO and President of Tricolor Holdings (and of each of Debtors). As an Officer of Tricolor, and/or as the CEO and President of Tricolor, Chu occupied a position of trust and confidence and owed a Tricolor and its members a fiduciary duty of loyalty.

171. Kollar was at all times the CFO and Vice President of Tricolor Holdings. As an Officer of Tricolor, and/or as the CFO and Vice President of Tricolor, Kollar occupied a position of trust and confidence and owed a Tricolor and its members a fiduciary duty of loyalty.

172. Goodgame was at all times an Officer of Tricolor Holdings. Goodgame served as the Vice President of Supply Chain and Analytics at Tricolor before being promoted to Chief Operating Officer in 2019—a position he held until Tricolor's bankruptcy. As an Officer of Tricolor, and/or as the COO of Tricolor, Goodgame occupied a position of trust and confidence and owed a Tricolor and its members a fiduciary duty of loyalty.

173. Seibold was at all times the Director of Treasury of Tricolor Holdings. As an Officer of Tricolor, and/or as the Director of Treasury of Tricolor, Seibold occupied a position of trust and confidence and owed a Tricolor and its members a fiduciary duty of loyalty.

174. Defendants owed Tricolor and its members a duty of loyalty, including but not limited to, a duty to take actions on a disinterested and independent basis, in good faith, and with an honest belief that the action is in the best interest of Tricolor and its members.

175. Defendants breached their fiduciary duty of loyalty to Tricolor and its members by knowingly tolerating inadequate internal controls at Tricolor and failing to monitor subordinates' compliance to ensure that Tricolor did not make fictitious loans and overleverage itself.

176. Chu separately and independently breached his fiduciary duty of loyalty to Tricolor and its members by securing himself an outsized compensation package, including a $15 million special bonus. Chu additionally violated his fiduciary duty of loyalty by failing to disclose to the Board accurate information about the loans when pursuing his outsized compensation package.

177. Defendants separately and independently breached their fiduciary duty of loyalty by failing to disclose to Tricolor that the loans were fictitious. As Officers and employees of Tricolor, Defendants had a duty to disclose all material information to Tricolor. However, through acts and omissions, Defendants both concealed the fictitious loans from Tricolor and also failed to disclosure the true status of the loans.

178. Tricolor has been, and continues to be, damaged as a direct and proximate result of Defendants' breach of their fiduciary duty of loyalty, in an amount to be determined at trial.

COUNT IV
Breach of the Fifth Amended and Restated Limited Liability Agreement
(against all Defendants)

179. Plaintiff hereby incorporates by reference each and every allegation contained in the preceding paragraphs as if set forth herein.

180. Pursuant to the LLC Agreement, Chu served as both a Manager and an Officer of Tricolor Holdings. Kollar, Goodgame and Seibold served as Officers of Tricolor Holdings.

181. Chu, in particular, served as the Chief Executive Officer and President of Tricolor Holdings.

182. As a Manager and Officer of Tricolor Holdings, Chu was bound by the LLC agreement.

183. Kollar served as the Chief Financial Officer and Vice President of Tricolor Holdings.

184. Goodgame served as the Chief Operating Officer of Tricolor Holdings.

185. Seibold served as the Director of Treasury of Tricolor Holdings.

186. Pursuant to Section 11.3 of the LLC Agreement, each Defendant owed "fiduciary duties to [Tricolor Holdings] of the same kind and to the same extent" as he would "owe fiduciary duties to [Tricolor Holdings] and its Members if [Tricolor Holdings] were a corporation formed under the General Corporation Law of the State of Delaware and its Members were shareholders of [Tricolor Holdings]."

187. If Tricolor Holdings were a corporation formed under the General Corporation Law of the State of Delaware and its Members were shareholders of Tricolor Holdings, Defendants would owe fiduciary duties of care and loyalty in each of their roles as Officers of Tricolor Holdings, and Chu would also owe fiduciary duties of care and loyalty in his role as Manager.

188. Defendants therefore had a contractual duty to perform their roles commensurate with those fiduciary duties.

189. Defendants breached this contractual duty of care by intentionally making—or causing others to make—false loans reported in Tricolor's accounting, and collateralizing them into asset-backed securities at a rate far greater than 80%, so that Tricolor could sell more asset-backed securities.

190. Defendants breached their contractual duty of loyalty to Tricolor and its members by knowingly tolerating inadequate internal controls at Tricolor and failing to monitor subordinates' compliance to ensure that Tricolor did not make fictitious loans and overleverage itself.

191. Chu separately and independently breached his contractual duty of loyalty to Tricolor and its members by removing the Board directors adverse to him and securing himself an outsized compensation package, including a $15 million special bonus.

192. As a direct and proximate result of Defendants' breach, Tricolor was forced to default on its loans from its Lenders and declare bankruptcy.

193. Accordingly, the Court should grant judgment in favor of Plaintiff, finding that Defendants are liable for breach of contract and ordering Defendants to pay Plaintiff damages in an amount to be determined, and expenses to which Plaintiff is entitled, in an amount to be determined at trial.

COUNT V

Breach of the Implied Covenant of Good Faith and Fair Dealing (against all Defendants)

194. Plaintiff hereby incorporates by reference each and every allegation contained in the preceding paragraphs as if set forth herein.

195. On December 30, 2021, the Fifth Amended and Restated Limited Liability Company Agreement of Tricolor Holdings, LLC dated December 30, 2021 sets out the powers and obligations of Managers and Officers of Tricolor.

196. Chu is a signatory to this agreement on behalf of Ganas Investors, LLC.

197. Chu was appointed by the Board of Managers to serve as the Chief Executive Officer of Tricolor, with powers enumerated under Section 5.12 and 5.13.

198. As Chief Executive Officer, Chu was empowered to have the "general executive powers concerning all the operations and business of [Tricolor]."

199. Kollar was appointed by the Board of Managers to serve as the Chief Financial Officer of Tricolor, with powers enumerated under Section 5.12.

200. Goodgame was appointed by the Board of Managers to serve as the Chief Operating Officer of Tricolor, with powers enumerated under Section 5.12.

201. Seibold was appointed by the Board of Managers to serve as the Director of Treasury of Tricolor.

202. As Treasurer, Seibold was empowered to have the "exercise such powers and duties as may be conferred upon, or assigned to, him or her by the Board or the Chief Executive Officer."

203. Defendants' obligations as officers of Tricolor required that their conduct comport with the implied covenant of good faith and fair dealing in exercising his executive powers concerning the business and operation of Tricolor.

204. Defendants breached the implied covenant of good faith and fair dealing by faking nearly 40,000 loans and overleveraging Tricolor.

205. Defendants also breached the implied covenant of good faith and fair dealing by failing to implement adequate internal controls to prevent fictitious loans and overleverage.

206. Defendants also breached the implied covenant of good faith and fair dealing by securing himself outsized compensation at the detriment of Tricolor's financial health,

207. As a result of the foregoing breach, Plaintiff has sustained damages in an amount to be determined at trial.

COUNT VI
Turnover of Estate Property (against Chu)
Pursuant to 11 U.S.C. § 542(a)

208. Plaintiff hereby incorporates by reference each and every allegation contained in the preceding paragraphs as if set forth herein.

209. Under Section 542(a) of the Bankruptcy Code, an entity in possession of a debtor's property or an entity that owes a debt to the debtor shall deliver such property or pay such debt.

210. As of the date of this Complaint, Chu is in possession of property of Tricolor's estate. Such property and debts include, without limitation, cash, accounts receivable, and other matured payment obligations due and payable to the creditors, and any proceeds thereof.

211. Under Section 542(a), Chu shall deliver to Tricolor and account for such property or the value of such property.

212. Chu's refusal to deliver property impedes administration of the estate. Turnover is appropriate because the property is estate property within Section 541 and is necessary to the administration of this case.

213. Accordingly, Tricolor seeks an order compelling an immediate turnover and full accounting, with appropriate safeguards for any proven lienholder's interest. This includes, but is not limited to, the properties Chu owns that were acquired from proceeds of his fraud that are rightfully property of the estate, including the properties at 4544 Westway Ave., Highland Park, TX 75205; 1612 Gilcrest Drive, Beverly Hills, CA 90210; 4208 Beverly Drive, Highland Park, TX 75205; The Four Seasons Residences, The Surf Club, 9001 Collins Ave #S-201, Miami Beach, FL 33154; or, that recently sold including the property at 1431 Cobb Parkway South, Marietta, Georgia 30067.

COUNT VII
Avoidance of Preferential Transfers (against Chu)
Pursuant to 11 U.S.C. §§ 547(b), 550

214. Plaintiff hereby incorporates by reference each and every allegation contained in the preceding paragraphs as if set forth herein.

215. Pursuant to section 547(b) of the Bankruptcy Code, a debtor in possession may avoid any transfer of an interest of the debtor in possession in property (a) to or for the benefit of a creditor, (b) for or on account of an antecedent debt owed by the debtor before such transfer was made, (c) made while the debtor was insolvent, (d) made on or within 90 days before the date of

the filing of the petition, (e) that enables such creditor to receive more in satisfaction of its claims than it would receive in a case under chapter 7 of the Bankruptcy Code if the transfer had not been made. 11 U.S.C. § 547(b)(1)–(5).

216. From June 12, 2025 to Tricolor's bankruptcy filing on September 10, 2025 (the "**Preference Period**"), Tricolor made the transfers (the "**Chu Transfers**") to or for the benefit of Chu in an aggregate amount of not less than $13 million, as listed in Appendix B.

217. Each Chu Transfer was made from Tricolor or one of its subsidiaries and constituted transfers of an interest in property of Tricolor.

218. The Chu Transfers were made to or for the benefit of Chu within the meaning of 11 U.S.C. § 547(b)(1) because the Chu Transfers either reduced or fully satisfied a debt or debts then owed by Tricolor to Chu.

219. Each of the Chu Transfers was made from a bank account owned by Tricolor, out of Tricolor's funds, and constituted a transfer of an interest in property of Tricolor.

220. Chu was a creditor of Tricolor at the time of each of the Chu Transfers by virtue of supplying the goods and services detailed above, for which Tricolor was obligated to pay. Each Chu Transfer was thus made for or on account of an antecedent debt owed by Tricolor before such Chu Transfer.

221. The Chu Transfers were made at a time when Tricolor was insolvent. Plaintiff is entitled to the presumption of insolvency for the Chu Transfers made during the Preference Period pursuant to 11 U.S.C. § 547(f). Each of the Chu Transfers was made during the Preference Period, as set forth in Appendix B.

222. The Chu Transfers enabled Chu to receive more in satisfaction of his claim against Tricolor than he would have received in a case under chapter 7 of the Bankruptcy Code had the

Chu Transfers not been made. As evidenced by the Bankruptcy Petition, Tricolor's liabilities exceed their assets to the point that unsecured creditors will not receive a full payout of their claims from its bankruptcy estate.

223. By reason of the foregoing, each of the Chu Transfers are avoidable pursuant to Section 547 of the Bankruptcy Code.

COUNT VIII
Actual Fraudulent Transfer (against Chu)
Pursuant to 11 U.S.C. §§ 548(a)(1)(A), 544(b), 6 Del. Code § 1304(a)(1), Tex. Bus. & Com. Code § 24.005(a)(1)

224. Plaintiff hereby incorporates by reference each and every allegation contained in the preceding paragraphs as if set forth herein.

225. Chu secured funding from the Lenders for Tricolor while knowingly and intentionally misrepresenting Tricolor's financial condition.

226. Based on these misrepresentations, Chu persuaded the Board to pay him a $15,000,000 special bonus just months before Tricolor was forced to declare bankruptcy.

227. Chu also caused Tricolor to transfer millions of dollars to his personal bank account at Origin Bank and pay his Tricolor American Express card that he used for personal expenses.

228. At the time of each transfer from Tricolor to Chu's personal bank account and American Express card, Tricolor had at least one general unsecured creditor holding an allowable claim who, but for Debtors' bankruptcy filing, would have standing to bring claims to avoid and recover actual fraudulent transfers.

229. Chu directed Tricolor to transfer money to his personal bank account and to pay off his American Express card with the actual intent of hindering, delaying, and/or defrauding Tricolor's creditors and investors.

230. The payments to Chu are voidable pursuant to Section 548(a)(1)(A) and may be recovered from Defendants pursuant to Section 550.

231. Accordingly, Tricolor is entitled to a judgment (1) avoiding the fraudulent transfers under Section 548(a)(1)(A) and/or Section 544(b), and (2) recovering and preserving all such avoided transfers under Sections 550 and 551.

COUNT IX
Avoidance of Constructive Fraudulent Transfer (against Chu)
Pursuant to 11 U.S.C. §§ 548(a)(1)(B), 544(b), 6 Del. Code § 1304(a)(2), Tex. Bus. & Com. Code § 24.005(a)(2)

232. Plaintiff hereby incorporates by reference each and every allegation contained in the preceding paragraphs as if set forth herein.

233. Plaintiff seeks to avoid the fraudulent transfers made on numerous occasions from Tricolor's accounts to Chu's personal bank account and his American Express credit card and to recover and preserve the value thereof.

234. On information and belief, Chu caused Tricolor to complete numerous transfers to benefit himself.

235. Tricolor did not receive reasonably equivalent value in exchange for the transfers.

236. Each of the transfers was made within the applicable lookback period.

237. On the date of each relevant transfer, Tricolor: (1) was insolvent or became insolvent as a result of such transfer; or (2) made such transfer to or for the benefit of an insider, or incurred such obligation to or for the benefit of an insider, under an employment contract and not in the ordinary course of business.

238. At the time of each of the fraudulent transfers, Chu was an insider given his role as CEO and President of Tricolor Holdings and the other Debtors.

239. These transfers were not made in the ordinary course of business.

240. At the time of each of the fraudulent transfers, Tricolor had numerous unsecured creditors holding an allowable claim who, but for Tricolor's bankruptcy filing, would have standing to bring claims to avoid and recover constructive fraudulent transfers.

241. Accordingly, Tricolor is entitled to a judgment (1) avoiding the fraudulent transfers under Sections 548(a)(1)(B) and/or 544(b) of the Bankruptcy Code, and (2) recovering and preserving all such avoided transfers under Sections 550 and 551 of the Bankruptcy Code.

COUNT X
Civil Conspiracy (against all Defendants)

242. Plaintiff hereby incorporates by reference each and every allegation contained in the preceding paragraphs as if set forth herein.

243. Defendants were members of a combination of two or more persons, with an object to accomplish an unlawful purpose, or a lawful purpose by unlawful means, in their efforts to double pledge collateral, overleverage Tricolor, and conceal this information from Tricolor.

244. Specifically, Defendants worked together to falsify nearly 40,000 loans that were falsely represented to Tricolor as accurate.

245. In addition, through acts and omissions, Defendants worked in concert to conceal information about the actual status of the loans from Tricolor. With Chu's knowledge, Goodgame, Kollar and Seibold also fabricated and falsified backup records when audits of the borrowing bases were conducted to try and hide their fraud from Tricolor.

246. As direct and proximate result of their object, Defendants have caused Tricolor to sustain damages in an amount to be determined at trial.

COUNT XI
Unjust Enrichment (against Chu)

247. Plaintiff hereby incorporates by reference each and every allegation contained in the preceding paragraphs as if set forth herein.

248. Chu was enriched and received direct, concrete economic benefits without legal or equitable justification, including, but not limited to, through receipt of funds from Tricolor.

249. Chu has unjustly retained the sums procured through, funded by, or serviced with Tricolor's assets—sums to which Chu had no lawful claim and for which Tricolor received no reciprocal benefit—to the detriment of Tricolor and its creditors, thereby shifting value from the company to Chu.

250. Tricolor suffered financial losses as a result of these transactions. Tricolor did not receive reasonably equivalent value for any of the transfers, the conduct at issue siphoned substantially all of Tricolor's assets; and the bankruptcy estate was left burdened with liabilities without corresponding assets or value.

251. There is a direct, proximate, and traceable relationship between Chu's enrichment and the losses accrued by Tricolor: the transfers emanated from Tricolor's accounts and were made directly to Chu.

252. No legitimate corporate purpose, consideration, or fair value supports these transfers. They were the product of self-dealing and other misconduct, conferred unique personal benefits upon Chu that were not shared by Tricolor, and were not supported by reasonably equivalent value or fair consideration.

253. Tricolor conferred a benefit in the form of corporate funds and value, Chu appreciated and accepted that benefit, and Chu's continued retention of that benefit in the form of real property, funds, and other property would be inequitable under the circumstances.

254. Equity and good conscience do not permit Chu to retain the benefits he wrongfully obtained at Tricolor's expense. Legal remedies are inadequate to the extent the relief required is

restitutionary and equitable in nature, including the recovery of specific, identifiable funds or assets traceable to Chu's unjust enrichment.

255. Accordingly, Tricolor is entitled to judgment for restitution in the amount of the benefits unjustly obtained, together with disgorgement of all proceeds traceable to the transfers, the imposition of a constructive trust and/or equitable lien over assets and proceeds in Chu's control, an accounting, and pre- and post-judgment interest at the maximum rate permitted by law, as well as such other and further equitable relief as the Court deems just and proper.

COUNT XII
Constructive Trust (against Chu)

256. Plaintiff hereby incorporates by reference each and every allegation contained in the preceding paragraphs as if set forth herein.

257. A constructive trust is an equitable remedy imposed to prevent unjust enrichment where a defendant, through fraud, breach of fiduciary duty, unfair or unconscionable conduct, or abuse of confidence, acquires or retains property that which in equity and good conscience belongs to another.

258. As detailed in this Complaint, Chu engaged in fraudulent, unfair, and unconscionable conduct, including the diversion and misappropriation of Tricolor's funds.

259. As a result of this misconduct, Chu was directly and materially enriched. Chu obtained and continues to retain specific, identifiable property traceable to Tricolor.

260. Chu received and retains the fraudulent transfers by fraud, self-dealing, and wrongful diversion. Continued possession of such property is inequitable and would unjustly enrich Chu at the expense of Tricolor and its creditors.

261. Therefore, equity deems Chu a constructive trustee of the fraudulent transfers and all traceable proceeds, substitutions, products, and property (collectively, the "**Constructive Trust Property**") for the benefit of Plaintiff in its chapter 7 case.

262. The Constructive Trust Property is sufficiently specific and traceable: the transfers originated from identified Tricolor accounts and were directed to Chu, and can be followed into property acquired therewith.

263. Included in the Constructive Trust Property are the real estate properties held by Chu and Chu Family Investments LLC at (1) 9001 Collins Ave #S-201, Miami Beach, FL 33154; (2) 4208 Beverly Drive, Highland Park, TX 75205; (3) 4544 Westway Ave, Highland Park, TX 75205; and (4) 1612 Gilcrest Drive, Beverly Hills, CA 90210 (together, the "**Chu Real Estate**").

264. These properties were purchased with Tricolor funds which were fraudulently transferred from Tricolor to Chu for Chu's personal benefit.

265. Legal remedies are inadequate because Tricolor seeks restitutionary, in-kind relief as to specific funds and assets; equitable relief is necessary to permit tracing, preserve the Constructive Trust Property, and avoid dissipation. An accounting is warranted to identify all property constituting or derived from the Constructive Trust Property.

266. Accordingly, Tricolor seeks entry of judgment: (a) declaring and imposing a constructive trust over the Constructive Trust Property and all proceeds, products, offspring, and substitutions; (b) directing Chu, as constructive trustee, to convey, transfer, and turn over the Constructive Trust Property to Tricolor, including that the Court convey—or grant an interest in—each of the Chu Real Estate properties; (c) imposing, in the alternative, an equitable lien to the extent any portion of the Constructive Trust Property cannot be specifically traced; (d) ordering

an accounting and tracing of all relevant accounts and assets; and (e) awarding pre- and post-judgment interest and such other equitable relief as the Court deems just and proper.

COUNT XIII
Accounting (against all Defendants)

267. Plaintiff hereby incorporates by reference each and every allegation contained in the preceding paragraphs as if set forth herein.

268. The facts surrounding Defendants' unlawful actions and the accounts mentioned herein are so complex that adequate relief may not be obtained through standard discovery procedures, such as production and interrogatories.

269. Accordingly, Tricolor is entitled to an equitable accounting.

PRAYER FOR RELIEF

WHEREFORE, for the foregoing reasons, Plaintiff respectfully requests that this Court enter judgment against Defendants:

a) Granting damages for common law fraud, in an amount to be determined at trial;

b) Granting damages for breach of fiduciary duty, in an amount to be determined at trial;

c) Granting damages for breach of the Fifth Amended and Restated Limited Liability Company Agreement, in an amount to be determined at trial;

d) Granting damages for breach of the implied covenant of good faith and fair dealing, in an amount to be determined at trial;

e) Avoiding the avoidable Chu Transfers and directing Chu to return to Plaintiff the amount of the Chu Transfers, plus interest from the date of demand at the maximum legal rate and to the fullest extent allowed by applicable law;

f) Avoiding and recovering the fraudulent transfers as actual or constructive fraudulent transfers, in an amount to be determined at trial;

g) Granting damages for civil conspiracy, in an amount to be determined at trial;

h) Imposing a constructive trust upon Chu's Constructive Trust Property;

i) Ordering an equitable accounting;

j) An award of pre- and post-judgment interest; and

k) Such other and further relief as this Court deems just and equitable.

Dated: New York, New York
December 19, 2025

MCDERMOTT WILL & SCHULTE LLP

/s/ Julia M. Beskin

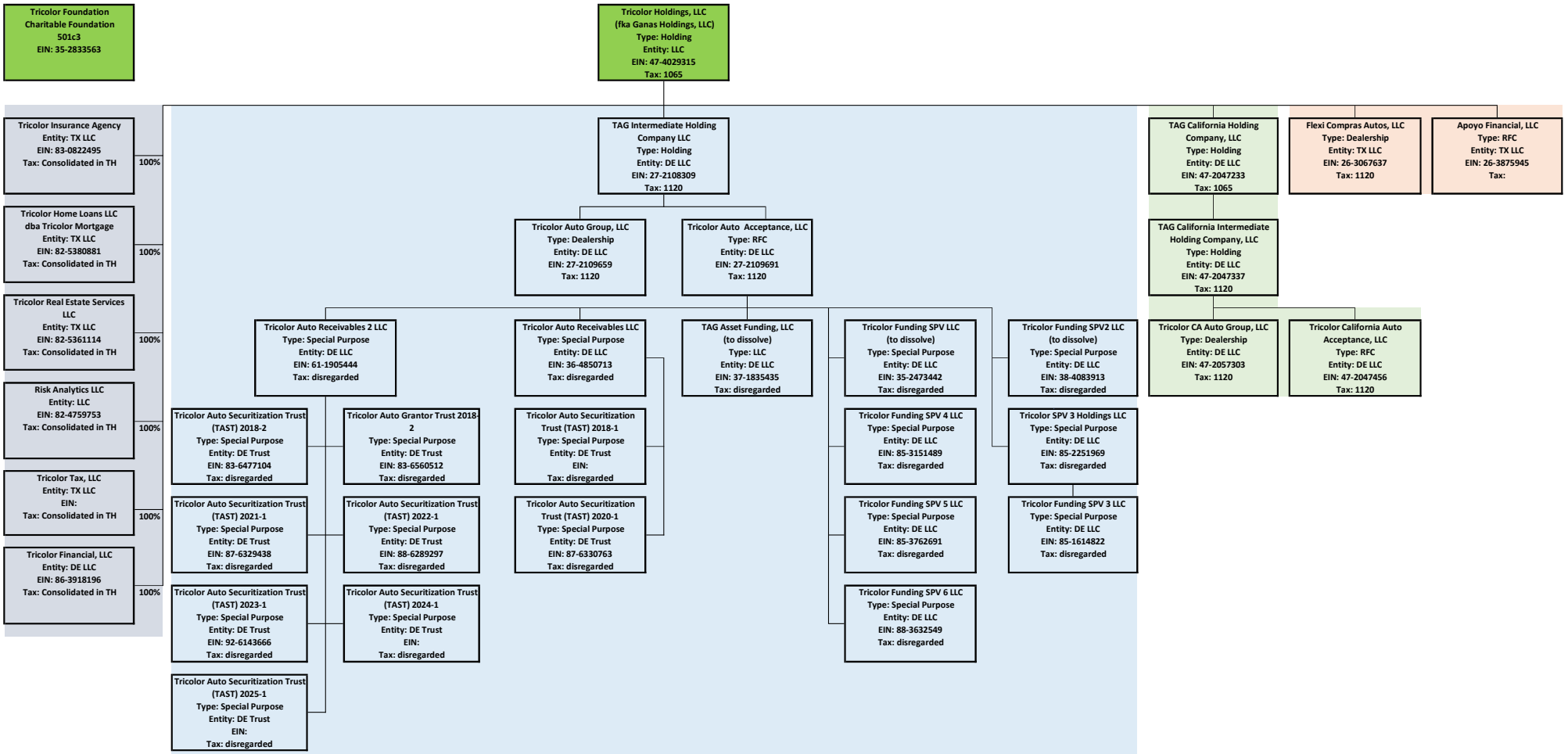
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Counsel to the Chapter 7 Trustee

APPENDIX A


Tricolor Foundation
Charitable Foundation
501c3
EIN: 35-2833563
Tricolor Holdings, LLC
(fka Ganas Holdings, LLC)
Type: Holding
Entity: LLC
EIN: 47-4029315
Tax: 1065
Tricolor Insurance Agency
Entity: TX LLC
EIN: 83-0822495
Tax: Consolidated in TH
100%
Tricolor Home Loans LLC
dba Tricolor Mortgage
Entity: TX LLC
EIN: 82-5380881
Tax: Consolidated in TH
100%
Tricolor Real Estate Services LLC
Entity: TX LLC
EIN: 82-5361114
Tax: Consolidated in TH
100%
Risk Analytics LLC
Entity: LLC
EIN: 82-4759753
Tax: Consolidated in TH
100%
Tricolor Tax, LLC
Entity: TX LLC
EIN:
Tax: Consolidated in TH
100%
Tricolor Financial, LLC
Entity: DE LLC
EIN: 86-3918196
Tax: Consolidated in TH
100%
TAG Intermediate Holding Company LLC
Type: Holding
Entity: DE LLC
EIN: 27-2108309
Tax: 1120
Tricolor Auto Group, LLC
Type: Dealership
Entity: DE LLC
EIN: 27-2109659
Tax: 1120
Tricolor Auto Acceptance, LLC
Type: RFC
Entity: DE LLC
EIN: 27-2109691
Tax: 1120
Tricolor Auto Receivables 2 LLC
Type: Special Purpose
Entity: DE LLC
EIN: 61-1905444
Tax: disregarded
Tricolor Auto Receivables LLC
Type: Special Purpose
Entity: DE LLC
EIN: 36-4850713
Tax: disregarded
TAG Asset Funding, LLC
(to dissolve)
Type: LLC
Entity: DE LLC
EIN: 37-1835435
Tax: disregarded
Tricolor Funding SPV LLC
(to dissolve)
Type: Special Purpose
Entity: DE LLC
EIN: 35-2473442
Tax: disregarded
Tricolor Funding SPV2 LLC
(to dissolve)
Type: Special Purpose
Entity: DE LLC
EIN: 38-4083913
Tax: disregarded
Tricolor Auto Securitization Trust (TAST) 2018-2
Type: Special Purpose
Entity: DE Trust
EIN: 83-6477104
Tax: disregarded
Tricolor Auto Grantor Trust 2018-2
Type: Special Purpose
Entity: DE Trust
EIN: 83-6560512
Tax: disregarded
Tricolor Auto Securitization Trust (TAST) 2018-1
Type: Special Purpose
Entity: DE Trust
EIN:
Tax: disregarded
Tricolor Funding SPV 4 LLC
Type: Special Purpose
Entity: DE LLC
EIN: 85-3151489
Tax: disregarded
Tricolor SPV 3 Holdings LLC
Type: Special Purpose
Entity: DE LLC
EIN: 85-2251969
Tax: disregarded
Tricolor Auto Securitization Trust (TAST) 2021-1
Type: Special Purpose
Entity: DE Trust
EIN: 87-6329438
Tax: disregarded
Tricolor Auto Securitization Trust (TAST) 2022-1
Type: Special Purpose
Entity: DE Trust
EIN: 88-6289297
Tax: disregarded
Tricolor Auto Securitization Trust (TAST) 2020-1
Type: Special Purpose
Entity: DE Trust
EIN: 87-6330763
Tax: disregarded
Tricolor Funding SPV 5 LLC
Type: Special Purpose
Entity: DE LLC
EIN: 85-3762691
Tax: disregarded
Tricolor Funding SPV 3 LLC
Type: Special Purpose
Entity: DE LLC
EIN: 85-1614822
Tax: disregarded
Tricolor Auto Securitization Trust (TAST) 2023-1
Type: Special Purpose
Entity: DE Trust
EIN: 92-6143666
Tax: disregarded
Tricolor Auto Securitization Trust (TAST) 2024-1
Type: Special Purpose
Entity: DE Trust
EIN:
Tax: disregarded
Tricolor Funding SPV 6 LLC
Type: Special Purpose
Entity: DE LLC
EIN: 88-3632549
Tax: disregarded
Tricolor Auto Securitization Trust (TAST) 2025-1
Type: Special Purpose
Entity: DE Trust
EIN:
Tax: disregarded
TAG California Holding Company, LLC
Type: Holding
Entity: DE LLC
EIN: 47-2047233
Tax: 1065
Flexi Compras Autos, LLC
Type: Dealership
Entity: TX LLC
EIN: 26-3067637
Tax: 1120
Apoyo Financial, LLC
Type: RFC
Entity: TX LLC
EIN: 26-3875945
Tax:
TAG California Intermediate Holding Company, LLC
Type: Holding
Entity: DE LLC
EIN: 47-2047337
Tax: 1120
Tricolor CA Auto Group, LLC
Type: Dealership
Entity: DE LLC
EIN: 47-2057303
Tax: 1120
Tricolor California Auto Acceptance, LLC
Type: RFC
Entity: DE LLC
EIN: 47-2047456
Tax: 1120

APPENDIX B

Transfers

Type	Bank Account/Source	Entity	Amount	NOTES
Reimbursements	PER G/L. Bank unknown	Tricolor Auto Group, LLC	$ 435,721	G/L - 1 Year
(Estimated) Comp PR x 22 pay periods	8/15/24 ADP	Tricolor Auto Group, LLC	1,376,760	Payroll x 22 Periods (9/15/24 to 9/1/25)
(Estimated) Comp PR x 24 pay periods	8/15/24 ADP	Tricolor Auto Acceptance, LLC	464,728	Payroll x 22 Periods (9/15/24 to 9/1/25)
Annual Bonus paid 2/28/25	2/28/25 ADP	Tricolor Auto Group, LLC	550,000	Per ADP
Annual Bonus paid 2/28/25	2/28/25 ADP	Tricolor Auto Acceptance, LLC	550,000	Per ADP
Annual Bonus paid 2/28/25	2/28/25 ADP	Tricolor Auto Group, LLC	450,000	Cameron's notes say 11/24 Prepay, processed 2/28/25
Annual Bonus paid 2/28/25	2/28/25 ADP	Tricolor Auto Acceptance, LLC	450,000	Cameron's notes say 11/24 Prepay, processed 2/28/25
Note Reduction, netted in other payments - payment-in-kind	Via Origin payment on 6/11/25	Tricolor California Auto Group, LLC	698,499	Netted in the 6/11 $5.56M payment
reimbursements	Origin Bank-4151	Tricolor California Auto Group, LLC	20,956,943	1 Yr Detail below
reimbursements	Wells Fargo-5026	Tricolor Auto Group, LLC	3,673,086	1 Yr Detail below
Total Payments - 1 Year Lookback			$ 29,605,737	
(Estimated) Comp PR x 22 pay periods	8/15/24 ADP	Tricolor Auto Group, LLC	375,480	Payroll x 6 Periods (6/15/25 to 9/1/25)
(Estimated) Comp PR x 24 pay periods	8/15/24 ADP	Tricolor Auto Acceptance, LLC	126,744	Payroll x 6 Periods (6/15/25 to 9/1/25)
Payments incl. Expense reimbursements	Origin Bank-4151	Tricolor California Auto Group, LLC	12,056,943	90 Day Detail below
Payments incl. Expense reimbursements	Wells Fargo-5026	Tricolor Auto Group, LLC	904,858	90 Day Detail below
Total Payments - 90 Day Lookback			$ 13,464,025	

STATEMENT_NUMBER	BANK_ACCOUNT_NAME	BANK_ACCOUNT_NUM	_18	LINE_NUMBER	BOOKING_DATE	AMOUNT	ADDENDA_TXT	_18_3	Category	Payee 6	YY	Source
2024-01-04	4151 - ORIGIN BANK - GANAS HOLDINGS	Origin Bank-4151		2	1/4/2024	650,000	TRANSFER TO DEPOSIT ACCOUNT 00020613477		Transfer	DANIEL CHU 3477	Jan-24	Origin
2024-01-16	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026		30	1/16/2024	669	OTHER REFERENCE: IA000012886916AMEX EPAYMENT ACH PMT 240116 COP000005694075 DANIEL CHU		Other	AMEX DANIEL CHU	Jan-24	Wells Fargo
2024-01-29	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026		32	1/29/2024	50,000	OTHER REFERENCE: IA000012395644AMERI CAN EXPRESS ACH PMT 240129 S2012 DANIEL CHU		Other	AMEX DANIEL CHU	Jan-24	Wells Fargo
2024-01-30	4151 - ORIGIN BANK - GANAS HOLDINGS	Origin Bank-4151		1	1/30/2024	200,000	TRANSFER TO DEPOSIT ACCOUNT 00020613477		Transfer	DANIEL CHU 3477	Jan-24	Origin
2024-02-15	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026		29	2/15/2024	44,958	OTHER REFERENCE: IA000012449120AMERI CAN EXPRESS ACH PMT 240215 S2100 DANIEL CHU		Other	AMEX DANIEL CHU	Feb-24	Wells Fargo

2024-02-16	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	13	2/16/2024	119	OTHER REFERENCE: IA000013519171AMEX EPAYMENT ACH PMT 240216 COP000005725540 DANIEL CHU	Other	AMEX DANIEL CHU	Feb-24 Wells Fargo
2024-03-04	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	35	3/4/2024	75,000	OTHER REFERENCE: IA000014782396AMERI CAN EXPRESS ACH PMT 240304 S6616 DANIEL CHU	Other	AMEX DANIEL CHU	Mar-24 Wells Fargo
2024-03-15	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	18	3/15/2024	124	OTHER REFERENCE: IA000018278131AMEX EPAYMENT ACH PMT 240315 COP000005752137 DANIEL CHU	Other	AMEX DANIEL CHU	Mar-24 Wells Fargo
2024-03-26	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	23	3/26/2024	62,703	OTHER REFERENCE: IA000016228099AMERI CAN EXPRESS ACH PMT 240326 S0422 DANIEL CHU	Other	AMEX DANIEL CHU	Mar-24 Wells Fargo
2024-04-01	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	34	4/1/2024	70,000	OTHER REFERENCE: IA000010550243AMERI CAN EXPRESS ACH PMT 240401 S0222 DANIEL CHU	Other	AMEX DANIEL CHU	Apr-24 Wells Fargo
2024-04-08	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	31	4/8/2024	20,452	OTHER REFERENCE: IA000015935790AMERI CAN EXPRESS ACH PMT 240408 A2614 DANIEL CHU	Other	AMEX DANIEL CHU	Apr-24 Wells Fargo
2024-04-22	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	25	4/22/2024	124	OTHER REFERENCE: IA000016086047AMEX EPAYMENT ACH PMT 240422 COP000005786843 DANIEL CHU	Other	AMEX DANIEL CHU	Apr-24 Wells Fargo
2024-05-10	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	27	5/10/2024	350	OTHER REFERENCE: IA405510252307CAPIT AL ONE CARD ONLINE DEP SW0B5A5D0B86B1D DANIEL CHU	Other	DANIEL CHU	May-24 Wells Fargo
2024-05-15	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	26	5/15/2024	179	OTHER REFERENCE: IA000010030073AMEX EPAYMENT ACH PMT 240515 COP000005808661 DANIEL CHU	Other	AMEX DANIEL CHU	May-24 Wells Fargo
2024-05-17	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	19	5/17/2024	50,000	OTHER REFERENCE: IA000011938978AMERI CAN EXPRESS ACH PMT 240517 S4628 DANIEL CHU	Other	AMEX DANIEL CHU	May-24 Wells Fargo
2024-06-03	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	46	6/3/2024	102,749	OTHER REFERENCE: IA000018588497AMERI CAN EXPRESS ACH PMT 240603 S1810 DANIEL CHU	Other	AMEX DANIEL CHU	Jun-24 Wells Fargo
2024-06-14	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	22	6/14/2024	124	OTHER REFERENCE: IA000015000655AMEX EPAYMENT ACH PMT 240614 COP000005837351 DANIEL CHU	Other	AMEX DANIEL CHU	Jun-24 Wells Fargo

							OTHER REFERENCE: IA009969579754WT FED#02064 ORIGIN BANK /FTR/BNF=DANIEL CHU SRF# EC24061950088603 TRN#240620024895			
2024-06-20	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	103	6/20/2024	43,130	RFB#155308	Other	DANIEL CHU	Jun-24	Wells Fargo
						OTHER REFERENCE: IA000016464333AMERICAN EXPRESS ACH PMT 240701 S3536				
2024-07-01	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	34	7/1/2024	75,000	DANIEL CHU	Other	AMEX DANIEL CHU	Jul-24	Wells Fargo
						OTHER REFERENCE: IA000015338999AMEX EPAYMENT ACH PMT 240711 COP000005860534				
2024-07-11	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	20	7/11/2024	124	DANIEL CHU	Other	AMEX DANIEL CHU	Jul-24	Wells Fargo
						OTHER REFERENCE: IA000015322814AMERICAN EXPRESS ACH PMT 240725 S1796				
2024-07-25	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	27	7/25/2024	25,000	DANIEL CHU	Other	AMEX DANIEL CHU	Jul-24	Wells Fargo
						OTHER REFERENCE: IA000015322736AMERICAN EXPRESS ACH PMT 240725 S6494				
2024-07-25	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	29	7/25/2024	38,773	DANIEL CHU	Other	AMEX DANIEL CHU	Jul-24	Wells Fargo
						OTHER REFERENCE: IA009986011038WT FED#09027 ORIGIN BANK /FTR/BNF=DANIEL CHU SRF# EC24080637473126 TRN#240806158869				
2024-08-06	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	72	8/6/2024	90,015	RFB#161049	Other	DANIEL CHU	Aug-24	Wells Fargo
						OTHER REFERENCE: IA009987905475WT FED#05127 ORIGIN BANK /FTR/BNF=DANIEL CHU SRF# EC24081322721358 TRN#240813049245				
2024-08-13	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	66	8/13/2024	64,000	RFB#161779	Other	DANIEL CHU	Aug-24	Wells Fargo
						OTHER REFERENCE: IA000018643297AMERICAN EXPRESS ACH PMT 240826 S8210				
2024-08-26	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	37	8/26/2024	50,000	DANIEL CHU	Other	AMEX DANIEL CHU	Aug-24	Wells Fargo
						OTHER REFERENCE: IA000015239081AMEX EPAYMENT ACH PMT 240827 COP000005905351				
2024-08-27	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	29	8/27/2024	124	DANIEL CHU	Other	AMEX DANIEL CHU	Aug-24	Wells Fargo
						OTHER REFERENCE: IA000012989671AMERICAN EXPRESS ACH PMT 240828 S3594				
2024-08-28	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	34	8/28/2024	44,497	DANIEL CHU	Other	AMEX DANIEL CHU	Aug-24	Wells Fargo

2024-08-28	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	40	8/28/2024	86,366	OTHER REFERENCE: IA0000129896 61AMERICAN EXPRESS ACH PMT 240828 S4520 DANIEL CHU	Other	AMEX DANIEL CHU	Aug-24 Wells Fargo
2024-09-09	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	36	9/9/2024	124	OTHER REFERENCE: IA0000160886 26AMEX EPAYMENT ACH PMT 240909 COP000005917158 DANIEL CHU	Other	AMEX DANIEL CHU	Sep-24 Wells Fargo
2024-09-16	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	45	9/16/2024	90,589	OTHER REFERENCE: IA0000172994 16AMERICAN EXPRESS ACH PMT 240916 S7272 DANIEL CHU	Other	AMEX DANIEL CHU	Sep-24 Wells Fargo
2024-09-23	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	33	9/23/2024	24,000	OTHER REFERENCE: IA0000134951 72AMERICAN EXPRESS ACH PMT 240923 A5748 DANIEL CHU	Other	AMEX DANIEL CHU	Sep-24 Wells Fargo
2024-09-23	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	35	9/23/2024	65,000	OTHER REFERENCE: IA0000134947 63AMERICAN EXPRESS ACH PMT 240923 A2412 DANIEL CHU	Other	AMEX DANIEL CHU	Sep-24 Wells Fargo
2024-09-30	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	39	9/30/2024	43,143	OTHER REFERENCE: IA0000161391 29AMERICAN EXPRESS ACH PMT 240930 A1598 DANIEL CHU	Other	AMEX DANIEL CHU	Sep-24 Wells Fargo
2024-10-07	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	30	10/7/2024	124	OTHER REFERENCE: IA0000145955 53AMEX EPAYMENT ACH PMT 241007 COP000005944714 DANIEL CHU	Other	AMEX DANIEL CHU	Oct-24 Wells Fargo
2024-10-09	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	68	10/9/2024	71,278	OTHER REFERENCE: IA0099067628 28WT FED#04992 ORIGIN BANK /FTR/BNF=DANIEL CHU SRF# EC24100980070257 TRN#241009128017 RFB#169312	Other	DANIEL CHU	Oct-24 Wells Fargo
2024-10-23	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	28	10/23/2024	65,000	OTHER REFERENCE: IA0000106494 83AMERICAN EXPRESS ACH PMT 241023 S0184 DANIEL CHU	Other	AMEX DANIEL CHU	Oct-24 Wells Fargo
2024-10-23	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	29	10/23/2024	74,625	OTHER REFERENCE: IA0000106494 91AMERICAN EXPRESS ACH PMT 241023 S7478 DANIEL CHU	Other	AMEX DANIEL CHU	Oct-24 Wells Fargo
2024-10-31	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	41	10/31/2024	49,335	OTHER REFERENCE: IA0000191837 89AMERICAN EXPRESS ACH PMT 241031 S0668 DANIEL CHU	Other	AMEX DANIEL CHU	Oct-24 Wells Fargo
2024-11-08	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	18	11/8/2024	471	OTHER REFERENCE: IA0000172886 71AMEX EPAYMENT ACH PMT 241108 COP000005974700 DANIEL CHU	Other	AMEX DANIEL CHU	Nov-24 Wells Fargo

2024-11-22	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	34	11/22/2024	100,000	OTHER REFERENCE: IA0000180225 39AMERICAN EXPRESS ACH PMT 241122 S4762 DANIEL CHU	Other	AMEX DANIEL CHU	Nov-24 Wells Fargo
2024-11-26	4151 - ORIGIN BANK - GANAS HOLDINGS	Origin Bank-4151	2	11/26/2024	900,000	TRANSFER TO DEPOSIT ACCOUNT 00020613477	Transfer	DANIEL CHU 3477	Nov-24 Origin
2024-11-27	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	31	11/27/2024	85,100	OTHER REFERENCE: IA0000181739 48AMERICAN EXPRESS ACH PMT 241127 A9082 DANIEL CHU	Other	AMEX DANIEL CHU	Nov-24 Wells Fargo
2024-12-09	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	40	12/9/2024	199	OTHER REFERENCE: IA0000146174 24AMEXEPAYMENT ACH PMT 241209 COP000006000636 DANIEL CHU	Other	AMEX DANIEL CHU	Dec-24 Wells Fargo
2024-12-16	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	42	12/16/2024	80,577	OTHER REFERENCE: IA0000170010 79AMERICAN EXPRESS ACH PMT 241216 A4162 DANIEL CHU	Other	AMEX DANIEL CHU	Dec-24 Wells Fargo
2024-12-23	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	41	12/23/2024	150,000	OTHER REFERENCE: IA0000121826 10AMERICAN EXPRESS ACH PMT 241223 S5478 DANIEL CHU	Other	AMEX DANIEL CHU	Dec-24 Wells Fargo
2025-01-02	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	38	1/2/2025	60,221	OTHER REFERENCE: IA0000111842 01AMERICAN EXPRESS ACH PMT 250102 S8064 DANIEL CHU	Other	AMEX DANIEL CHU	Jan-25 Wells Fargo
2025-01-02	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	40	1/2/2025	75,000	OTHER REFERENCE: IA0000127760 45AMERICAN EXPRESS ACH PMT 250102 S1480 DANIEL CHU	Other	AMEX DANIEL CHU	Jan-25 Wells Fargo
2025-01-06	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	13	1/6/2025	60,000	OTHER REFERENCE: IA0000131770 16AMERICAN EXPRESS ACH PMT 250106 S8590 DANIEL CHU	Other	AMEX DANIEL CHU	Jan-25 Wells Fargo
2025-01-06	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	4	1/6/2025	674	OTHER REFERENCE: IA0000105489 74AMEXEPAYMENT ACH PMT 250106 COP000006020922 DANIEL CHU	Other	AMEX DANIEL CHU	Jan-25 Wells Fargo
2025-01-17	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	24	1/17/2025	75,000	OTHER REFERENCE: IA0000191248 26AMERICAN EXPRESS ACH PMT 250117 S6186 DANIEL CHU	Other	AMEX DANIEL CHU	Jan-25 Wells Fargo
2025-01-21	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	137	1/21/2025	136,363	OTHER REFERENCE: IA0099373236 87WT FED#06077 ORIGIN BANK /FTR/BNF=DANIEL CHU SRF# EC25012180482607 TRN#250121302861 RFB#183282	Other	DANIEL CHU	Jan-25 Wells Fargo
2025-01-28	4151 - ORIGIN BANK - GANAS HOLDINGS	Origin Bank-4151	2	1/28/2025	500,000	TRANSFER TO DEPOSIT ACCOUNT 00020613477	Transfer	DANIEL CHU 3477	Jan-25 Origin

2025-01-29	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	18	1/29/2025	124	OTHER REFERENCE: IA000011092810AMEX EPAYMENT ACH PMT 250129 COP000006043642 DANIEL CHU	Other	AMEX DANIEL CHU	Jan-25 Wells Fargo
2025-01-31	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	25	1/31/2025	150,000	OTHER REFERENCE:IA000013675624UNIQUE ID:00000091005475621667AMERICAN EXPRESS ACH PMT 250131 A7964 DANIEL CHU	Other	AMEX DANIEL CHU	Jan-25 Wells Fargo
2025-01-31	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	30	1/31/2025	73,886	OTHER REFERENCE:IA000013675340UNIQUE ID:00000091005475624964AMERICAN EXPRESS ACH PMT 250131 A7104 DANIEL CHU	Other	AMEX DANIEL CHU	Jan-25 Wells Fargo
2025-02-10	4151 - ORIGIN BANK - GANAS HOLDINGS	Origin Bank-4151	2	2/10/2025	1,500,000	TRANSFER TO DEPOSIT ACCOUNT 00020613477	Transfer	DANIEL CHU 3477	Feb-25 Origin
2025-02-10	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	54	2/10/2025	80,000	OTHER REFERENCE: IA000019400263AMERICAN EXPRESS ACH PMT 250210 A1928 DANIEL CHU	Other	AMEX DANIEL CHU	Feb-25 Wells Fargo
2025-02-18	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	75	2/18/2025	100,000	OTHER REFERENCE: IA000011506134AMERICAN EXPRESS ACH PMT 250218 S8142 DANIEL CHU	Other	AMEX DANIEL CHU	Feb-25 Wells Fargo
2025-03-06	4151 - ORIGIN BANK - GANAS HOLDINGS	Origin Bank-4151	2	3/6/2025	4,000,000	TRANSFER TO XXXXXX3477	Transfer	DANIEL CHU 3477	Mar-25 Origin
2025-03-10	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	34	3/10/2025	127	OTHER REFERENCE: IA000012127514AMEX EPAYMENT ACH PMT 250310 COP000006080496 DANIEL CHU	Other	AMEX DANIEL CHU	Mar-25 Wells Fargo
2025-03-17	4151 - ORIGIN BANK - GANAS HOLDINGS	Origin Bank-4151	2	3/17/2025	1,500,000	TRANSFER TO XXXXXX3477	Transfer	DANIEL CHU 3477	Mar-25 Origin
2025-03-17	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	50	3/17/2025	110,000	OTHER REFERENCE: IA000013645126AMERICAN EXPRESS ACH PMT 250317 A9902 DANIEL CHU	Other	AMEX DANIEL CHU	Mar-25 Wells Fargo
2025-04-07	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	37	4/7/2025	127	OTHER REFERENCE: IA000013458117AMEX EPAYMENT ACH PMT 250407 COP000006107400 DANIEL CHU	Other	AMEX DANIEL CHU	Apr-25 Wells Fargo
2025-04-11	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	83	4/11/2025	228,080	OTHER REFERENCE: IA009962326756WT FED#03647 ORIGIN BANK /FTR/BNF=DANIEL CHU SRF# EC25041138431762 TRN#250411123081 RFB#196193	Other	DANIEL CHU	Apr-25 Wells Fargo

2025-04-14	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026		49	4/14/2025	150,000	OTHER REFERENCE: IA0000101409 39AMERICAN EXPRESS ACH PMT 250414 A8926 DANIEL CHU	Other	AMEX DANIEL CHU	Apr-25 Wells Fargo
2025-04-23	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026		37	4/23/2025	130,000	OTHER REFERENCE: IA0000124166 52AMERICAN EXPRESS ACH PMT 250423 A0630 DANIEL CHU	Other	AMEX DANIEL CHU	Apr-25 Wells Fargo
2025-05-01	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026		63	5/1/2025	49,504	OTHER REFERENCE: IA0000127250 37AMERICAN EXPRESS ACH PMT 250501 A7476 DANIEL CHU	Other	AMEX DANIEL CHU	May-25 Wells Fargo
2025-05-01	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026		71	5/1/2025	149,370	OTHER REFERENCE: IA0000127264 35AMERICAN EXPRESS ACH PMT 250501 A5102 DANIEL CHU	Other	AMEX DANIEL CHU	May-25 Wells Fargo
2025-05-13	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026		22	5/13/2025	182	OTHER REFERENCE: IA0000159846 38AMEX EPAYMENT ACH PMT 250513 COP000006144320 DANIEL CHU	Other	AMEX DANIEL CHU	May-25 Wells Fargo
2025-05-21	4151 - ORIGIN BANK - GANAS HOLDINGS	Origin Bank-4151		1	5/21/2025	500,000	TRANSFER TO XXXXXX3477	Transfer	DANIEL CHU 3477	May-25 Origin
2025-05-21	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026		56	5/21/2025	160,000	OTHER REFERENCE: IA0000124082 32AMERICAN EXPRESS ACH PMT 250521 A8406 DANIEL CHU	Other	AMEX DANIEL CHU	May-25 Wells Fargo
2025-06-02	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026		202	6/2/2025	80,000	OTHER REFERENCE: IA0000167247 02AMERICAN EXPRESS ACH PMT 250602 A8278 DANIEL CHU	Other	AMEX DANIEL CHU	Jun-25 Wells Fargo
2025-06-09	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026		30	6/9/2025	127	OTHER REFERENCE: IA0000192617 05AMEX EPAYMENT ACH PMT 250609 COP000006170687 DANIEL CHU	Other	AMEX DANIEL CHU	Jun-25 Wells Fargo
2025-06-11	4151 - ORIGIN BANK - GANAS HOLDINGS	Origin Bank-4151	90 days	1	6/11/2025	5,556,943	TRANSFER TO XXXXXX7061	Transfer	DANIEL CHU 7061	Jun-25 Origin
2025-06-16	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026		45	6/16/2025	150,000	OTHER REFERENCE: IA0000144251 53AMERICAN EXPRESS ACH PMT 250616 A5744 DANIEL CHU	Other	AMEX DANIEL CHU	Jun-25 Wells Fargo
2025-06-27	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026		30	6/27/2025	150,000	OTHER REFERENCE: IA0000173927 71AMERICAN EXPRESS ACH PMT 250627 A9412 DANIEL CHU	Other	AMEX DANIEL CHU	Jun-25 Wells Fargo
2025-07-14	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026		80	7/14/2025	54,603	OTHER REFERENCE: IA0000154424 03AMERICAN EXPRESS ACH PMT 250714 A0892 DANIEL CHU	Other	AMEX DANIEL CHU	Jul-25 Wells Fargo
2025-07-14	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026		86	7/14/2025	250,000	OTHER REFERENCE: IA0000154423 74AMERICAN EXPRESS ACH PMT 250714 A5184 DANIEL CHU	Other	AMEX DANIEL CHU	Jul-25 Wells Fargo

2025-07-14	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	32	7/14/2025	127	OTHER REFERENCE: IA000016952635AMEX EPAYMENT ACH PMT 250714 COP000006205015 DANIEL CHU	Other	AMEX DANIEL CHU	Jul-25 Wells Fargo
2025-08-05	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	31	8/5/2025	175,000	OTHER REFERENCE: IA000010648857AMERICAN EXPRESS ACH PMT 250805 A7560 DANIEL CHU	Other	AMEX DANIEL CHU	Aug-25 Wells Fargo
2025-08-11	4151 - ORIGIN BANK - GANAS HOLDINGS	Origin Bank-4151	1	8/11/2025	250,000	TRANSFER TO XXXXXX3477	Transfer	DANIEL CHU 3477	Aug-25 Origin
2025-08-19	4151 - ORIGIN BANK - GANAS HOLDINGS	Origin Bank-4151	2	8/19/2025	4,250,000	TRANSFER TO XXXXXX3477	Transfer	DANIEL CHU 3477	Aug-25 Origin
2025-08-20	4151 - ORIGIN BANK - GANAS HOLDINGS	Origin Bank-4151	2	8/20/2025	2,000,000	TRANSFER TO XXXXXX3477	Transfer	DANIEL CHU 3477	Aug-25 Origin
2025-08-20	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	7	8/20/2025	127	OTHER REFERENCE: IA000012999884AMEX EPAYMENT ACH PMT 250820 COP000006243416 DANIEL CHU	Other	AMEX DANIEL CHU	Aug-25 Wells Fargo
2025-08-25	5026 - WELLS FARGO - TAG OPERATING	Wells Fargo-5026	31	8/25/2025	125,000	OTHER REFERENCE: IA000014685683AMERICAN EXPRESS ACH PMT 250825 A9250 DANIEL CHU	Other	AMEX DANIEL CHU	Aug-25 Wells Fargo

Origin Bank-4151	Tricolor California Auto Group, LLC	$	21,806,943.00
Wells Fargo-5026	Tricolor Auto Group, LLC	$	4,667,790.12

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

In re:	)	Chapter 7
TRICOLOR HOLDINGS, LLC, *et al*.,	)	Case No. 25-33487 (MVL)
Debtors. [1]	)	(Jointly Administered)
ANNE ELIZABETH BURNS, as Chapter 7 Trustee for Tricolor Holdings, LLC, *et al.*,	)	
Plaintiff,	)	
v.	)	Adversary No. _____
DANIEL CHU, JEROME KOLLAR, DAVID GOODGAME, and AMERYN SEIBOLD,	)	
Defendants.	)	

DECLARATION OF JULIA M. BESKIN
IN SUPPORT OF THE COMPLAINT

I, Julia M. Beskin, being duly sworn, state the following under penalty of perjury and that the following is true and correct to the best of my knowledge, information, and belief:

1. I am an attorney at law admitted to practice before all State Courts of New York, the United States District Courts for the Northern and Southern Districts of New York, and admitted *pro hac vice* in this proceeding. I am a partner of the law firm of McDermott Will &

[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. (collectively, "**Tricolor**").

Schulte LLP ("McDermott"), and my office is located at 919 Third Avenue, New York, New York, 10022.

2. I submit this Declaration in support of the above-referenced Complaint.[2]

3. Attached as **Exhibit 1** hereto is a true and correct copy of the Department of Justice Indictment of Daniel Chu and David Goodgame, *United States v. Daniel Chu and David Goodgame*, 25 C.R. 579 (S.D.N.Y. filed December 17, 2025).

4. Attached as **Exhibit 2** hereto is a true and correct copy of the Credit Agreement dated November 13, 2020, between Tricolor Funding SPV 4 LLC (borrower), Tricolor Auto Acceptance, LLC (servicer), lenders (from time to time), agents (from time to time), JPMorgan Chase Bank, N.A. (as the administrative agent), and Vervent Inc. (as the backup servicer), and Wilmington Trust, N.A. (as the collateral custodian and account bank).

5. Attached as **Exhibit 3** hereto is a true and correct copy of the Fifth Amended and Restated Limited Liability Company Agreement of Tricolor Holdings, LLC, dated and effective as of December 30, 2021.

6. Attached as **Exhibit 4** hereto is a true and correct copy of a podcast interview transcript between Peter Renton and Daniel Chu on the Lend Academy Podcast, dated October 18, 2019, available at https://www.heyfuturenexus.com/podcast-219-daniel-chu-of-tricolor-auto-group/.

7. Attached as **Exhibit 5** hereto is a true and correct copy of an email from Derrick Weatherspoon to Daniel Chu and Jerome Kollar, copying GroupBLKTricolor@blackrock.com, dated April 20, 2022, with the subject "April Board Update," attaching a Microsoft PowerPoint presentation titled "Tricolor Social ABS Framework" dated March 2022.

[2] Capitalized terms used but not defined herein shall have the meanings given to such terms in the Complaint.

8. Attached as **Exhibit 6** hereto is a true and correct copy of a Microsoft Teams message from Vanessa Mata to Daniel Chu, dated January 6, 2021, attaching a spreadsheet titled "Issue Management 2021.xlsx."

9. Attached as **Exhibit 7** hereto is a true and correct copy of a Microsoft Teams conversation between Jerome Kollar and Janette Valdivia, dated December 12, 2022.

10. Attached as **Exhibit 8** hereto is a true and correct copy of a Microsoft Teams conversation between Jerome Kollar and Reed Crow, dated April 23, 2025.

11. Attached as **Exhibit 9** hereto is a true and correct copy of an email from Jerry Kollar to Srinivas Mutyala, copying Ameryn Seibold, dated June 17, 2025, with the subject "TAST2025-2 securitization."

12. Attached as **Exhibit 10** hereto is a true and correct copy of an email from David Goodgame to Daniel Chu and Mauricio Delgado, dated August 30, 2025, with the subject "Grok Answers (Round 5)."

13. Attached as **Exhibit 11** hereto is a true and correct copy of an email from Reed Crow to Jerome Kollar, dated August 29, 2025, with the subject "Following-Up."

14. Attached as **Exhibit 12** hereto is a true and correct copy of an email from Daniel Chu to Drake Mills, dated September 7, 2025, with the subject "Letter of Resignation," attaching Daniel Chu-Origin Bank Letter of Resignation.

15. Attached as **Exhibit 13** hereto is a true and correct copy of an email from Richard "Dick" Anderson to Daniel Chu, dated January 24, 2022, with the subject "CEO bonus."

16. Attached as **Exhibit 14** hereto is a true and correct copy of an email from Daniel Chu to Christian Donohue and Derrick Weatherspoon, dated March 17, 2023, with the subject "Christian, Derrick & Daniel," attaching Chu Comp Discussion 03.17.2023.pptx.

17. Attached as **Exhibit 15** hereto is a true and correct copy of an email from Christian Donohue to Daniel Chu, copying Derrick Weatherspoon, dated March 25, 2023, with the subject "Christian, Derrick & Daniel."

18. Attached as **Exhibit 16** hereto is a true and correct copy of an email from Derrick Weatherspoon to Daniel Chu, copying Dann Adams, Richard "Dick" Anderson, Beth Brooke, Antonio Garza, Kathryn Petralia, and Christian Donohue, dated March 25, 2023, with the subject "Compensation Proposal," attaching "Tricolor_Compensation Discussion (3.24.23).pdf."

19. Attached as **Exhibit 17** hereto is a true and correct copy of an email from Daniel Chu to Derrick Weatherspoon, copying Dann Adams, Richard "Dick" Anderson, Beth Brooke, Antonio Garza, Kathryn Petralia, and Christina Donohue, dated March 25, 2023, with the subject "Compensation Proposal."

20. Attached as **Exhibit 18** hereto is a true and correct copy of an email from Daniel Chu to Rizwan Qureshi, copying Beth Brooke, Courtney Fisher, and Rizwan Qureshi, BCCing Richard "Dick" Anderson and Kathryn Petralia, dated May 9, 2023, with the subject "Confidential."

21. Attached as **Exhibit 19** hereto is a true and correct copy of an email from Rizwan Qureshi to Daniel Chu, copying Beth Brooke, Courtney Fisher, and Rizwan Qureshi, dated May 9, 2023, with the subject "Confidential," attaching a spreadsheet titled Daniel Chu_Expense Transaction Review.xlsx.

22. Attached as **Exhibit 20** hereto is a true and correct copy of an email from Daniel Chu to Jerome Kollar, dated May 12, 2023, with the subject "FW: Confidential."

23. Attached as **Exhibit 21** hereto is a true and correct copy of an email from Daniel Chu to Rizwan Qureshi, copying Beth Brooke, BCCing Richard "Dick" Anderson and Kathryn Petralia, dated May 14, 2023, with the subject "Confidential," excluding attachments.

24. Attached as **Exhibit 22** hereto is a true and correct copy of an email from Daniel Chu to Christian Donohue, Beth Brooke, Kathryn Petralia, Richard "Dick" Anderson, Derrick Weatherspoon, Dann Adams, and Antonio Garza, dated May 31, 2023, with the subject "TC BOD Call," attaching a document titled Skonica-Exe23053117270.pdf (Daniel Chu's letter of resignation from the Tricolor Board).

25. Attached as **Exhibit 23** hereto is a true and correct copy of an email from Daniel Chu to Kathryn Petralia, dated September 18, 2023, with the subject "confidential."

26. Attached as **Exhibit 24** hereto is a true and correct copy of an email from Daniel Chu to Scott Scher, dated December 28, 2023, with the subject "Removal of Dann Adams from the Board of Managers of Tricolor Holdings," attaching a document titled Consent to Removal of Dann Adams from the Board of Managers of Tricolor Holdings, LLC, dated December 27, 2023.

27. Attached as **Exhibit 25** hereto is a true and correct copy of an email from Daniel Chu to Scott Scher, dated December 28, 2023, with the subject "Removal of Antonio Garza from Board of Managers of Tricolor Holdings," attaching a document titled Consent to Removal of Antonio Garza from Board of Managers of Tricolor Holdings, Inc. LLC, dated December 27, 2023.

28. Attached as **Exhibit 26** hereto is a true and correct copy of the Tricolor Holdings Minutes of a Regular Meeting of the Board of Managers that took place on February 12, 2025, and continued on February 19, 2025, signed by Jerome Kollar as CFO and Secretary and Kathryn Petralia as Chair of the Audit Committee.

29. Attached as **Exhibit 27** hereto is a true and correct copy of an email from Daniel Chu to Erma Gonzalez, copying Lionila Gonzalez, dated September 2, 2025, with the subject "AMEX," attaching a spreadsheet titled DC AUG 2025 coded.xlsx.

30. Attached as **Exhibit 28** hereto is a true and correct copy of the real estate listing for 4544 Westway Ave., Highland Park, TX 75205, as of December 19, 2025, on Realtor.com, available at https://www.realtor.com/realestateandhomes-detail/4544-Westway-Ave_Dallas_TX_75205_M94603-64158.

31. Attached as **Exhibit 29** hereto is a true and correct copy of the real estate listing for 4208 Beverly Drive, Highland Park, TX 75205, as of December 19, 2025, on Realtor.com, available at https://www.realtor.com/realestateandhomes-detail/4208-Beverly-Dr_Dallas_TX_75205_M87729-59380.

32. Attached as **Exhibit 30** hereto is a true and correct copy of an email from Daniel Chu to Tait Johnson, copying Chuck Sharpe and Alan Loewinsohn, dated September 16, 2025, with the subject "Sharpe Law Group – Chu Entity Structure."

33. Attached as **Exhibit 31** hereto is a true and correct copy of an email from Daniel Chu to tricolorchu@gmail.com, dated September 17, 2025, with the subject "Florida Homestead Law Guide – Alper Law."

* * *

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: December 19, 2025

/s/ Julia M. Beskin
Julia M. Beskin (admitted *pro hac vice*)

Exhibit 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

25 CR 579

UNITED STATES OF AMERICA

v.

DANIEL CHU and
DAVID GOODGAME,

Defendants.

[redacted] INDICTMENT

25 Cr.

COUNT ONE
(Continuing Financial Crimes Enterprise)

The Grand Jury charges:

1. From at least in or about 2018 through in or about September 2025, DANIEL CHU and DAVID GOODGAME, the defendants, conspired to and did defraud the lenders and asset-backed securities investors of Tricolor Holdings, LLC and its affiliates ("Tricolor"), a subprime auto retailer and financing company. CHU, Tricolor's founder and chief executive officer ("CEO"), GOODGAME, Tricolor's chief operating officer, and others, operated Tricolor through systematic fraud. At CHU's direction, multiple Tricolor executives repeatedly defrauded lenders using various fraudulent schemes, including "double-pledging" collateral—pledging assets to support one loan and then pledging the same assets to another lender to support another loan. Other fraudulent schemes directed by CHU involved manipulating the descriptions and classification of assets pledged as collateral for loans to make ineligible, near-worthless assets appear to meet lender requirements. Over time, this series of fraudulent schemes had a profound effect on Tricolor, which obtained hundreds of millions of dollars in cash advances; on CHU, who used a portion of the funds to enrich himself; and on Tricolor's lenders, who provided over a billion dollars in funding based on Tricolor's fabricated data and false statements.

2. In the summer of 2025, lenders confronted DANIEL CHU, the defendant, and others at Tricolor with concerns about Tricolor's collateral. CHU and his conspirators initially tried to conceal the fraud and to falsely claim that the collateral issues were due to an administrative error. Those efforts failed. CHU, recognizing that Tricolor was, in his words, "basically history," turned his attention to extracting millions of dollars from the company. At CHU's direction, Tricolor transferred over $6 million to CHU after lenders voiced concerns in or about late August 2025.

3. After the fraudulent double-pledging and collateral manipulation schemes orchestrated by DANIEL CHU and DAVID GOODGAME, the defendants, unraveled, Tricolor was unable to maintain its access to loans and unable to sustain its business without substantial cash. On or about September 10, 2025, Tricolor filed for Chapter 7 bankruptcy. By that time, the company's largest lenders had advanced and were owed more than $900 million as a result of the defendants' schemes.

Background: Tricolor and its Lending Facilities

4. Founded in or about 2007, Tricolor sold and provided subprime financing for used cars, focusing specifically on Hispanic customers with limited or no credit history. By in or about 2025, Tricolor had grown to become the third-largest used auto retailer in Texas and California, operating approximately 65 retail centers in Texas, California, Nevada, Arizona, New Mexico, and Illinois, as well as a shared services center in Guadalajara, Mexico. At its peak, Tricolor employed over 1,500 people and generated approximately $1 billion in annual revenue in both 2023 and 2024. When the company filed for Chapter 7 bankruptcy on or about September 10, 2025, it had over 60,000 outstanding car loans.

5. Tricolor funded its operations substantially through cash advances from several

lenders with which Tricolor had entered credit agreements. Under these agreements, Tricolor pledged certain assets to the lenders as collateral and received cash advances secured by that pledged collateral. Tricolor maintained inventory lines of credit collateralized by used cars in Tricolor's possession. The company also maintained multiple lines of credit collateralized by the car loans that Tricolor had issued to its customers—specifically, by the car loan receivables, meaning the forthcoming payments that would be received from borrowers until their loans were repaid. Each credit agreement specified eligibility requirements for collateral, and Tricolor generally did not receive a 100% advance rate on such eligible loans. Instead, Tricolor received advance rates at a lower amount, such as 60% to 80% of an eligible car loan's outstanding balance. In addition to these receivables-backed lines of credit, Tricolor also raised capital by securitizing car loan receivables—that is, organizing groups, or tranches, of the receivables into classes of bonds that were then sold to investors.

6. Tricolor maintained lines of credit with several financial institutions and investment management firms. In or about February 2018, Tricolor entered into a revolving line of credit agreement with a U.S. bank ("Lender-1") that reached approximately $25 million in commitments, collateralized by car loan receivables (the "Lender-1 Credit Line"). In or about January 2020, Tricolor entered into credit agreement with another U.S. bank ("Lender-2") for an inventory line that reached $87 million in commitment, supposedly secured by Tricolor's used vehicle inventory (the "Lender-2 Inventory Credit Line"). Beginning in or about August 2020, Tricolor established a series of warehouse lending facilities—short-term revolving credit facilities extended to loan originators to temporarily fund loans before sale to permanent investors. These warehouse facilities, associated with special purpose vehicles and referred to as "SPV3," "SPV4," "SPV5," and "SPV6," were collateralized by car loan receivables and involved various lenders including a

California-based investment manager ("Lender-3") and U.S. banks. The SPV3 warehouse reached approximately $100 million in total commitment. The SPV4 warehouse ultimately reached approximately $770 million in total commitment, shared among multiple lenders including a U.S. bank ("Lender-4"), another bank ("Lender-5"), and junior mezzanine lenders based in New York, New York ("Lender-6" and "Lender-7"). In August 2022, Tricolor entered into the SPV6 warehouse with a U.S. bank ("Lender-8"), which reached $250 million in commitment. In March 2025, Tricolor entered into a mezzanine loan agreement with a New York, New York-based asset management firm ("Lender-9") for $35 million. By the time of bankruptcy, Tricolor owed approximately $923 million to lenders through these facilities.

7. Tricolor's lenders generally set eligibility criteria for the types of collateral that could be pledged in exchange for cash advances. These eligibility requirements for collateral were typically set out in credit agreements between the lender and Tricolor. For receivables-backed lines of credit, eligibility turned on, among other things, whether the car loan was current—meaning the customer was making timely payments—or past due, meaning the customer had missed a scheduled payment and the loan was delinquent. Loans that were more than 60 days past due were generally ineligible to serve as collateral under the terms of the credit agreements and could not be pledged in exchange for cash, and some lines of credit excluded loans more than 30 days past due.

8. As generally required under the loan agreements, Tricolor pledged cars and loans and requested advances by sending lenders borrowing base reports. These reports typically took the form of large Excel files with thousands of rows, one for each loan pledged to the facility. These borrowing base reports provided dozens of data points for each loan, including the outstanding principal balance, the vehicle identification number ("VIN") of the financed car, and

data related to whether the loan was current or past due. These reports generally identified loans as being current, 0-15 days past due, 15-30 days past due, 30-60 days past due, and 61+ days past due, and included a column for the last payment date. Tricolor typically sent borrowing base reports and funding requests to lenders multiple times a week. At the conclusion of each month, Tricolor would generally send each lender a monthly servicer report ("MSR") that summarized the pledged collateral for the past month.

Tricolor's Fraud on its Lenders

9. For years, DANIEL CHU and DAVID GOODGAME, the defendants, Jerome Kollar, Tricolor's chief financial officer, and Ameryn Seibold, Tricolor's senior director of finance, and others, engaged in a series of frauds directed at each of Tricolor's lenders. These schemes operated through two primary mechanisms: first, CHU, GOODGAME, and their conspirators double-pledged the same collateral to multiple lenders, allowing Tricolor to borrow against the same assets, at the same time, repeatedly; second, they manipulated loan data to make ineligible, delinquent loans appear current and compliant with lender requirements. Additionally, to conceal their deceptions from lenders, auditors, and collateral managers, the conspirators fabricated and disseminated fictious backup records, such as records of fake customer payments. Under CHU's leadership, this activity became Tricolor's routine manner of business and eventually Tricolor's means of financial survival.

10. In or about 2018, Tricolor faced liquidity pressure. To address that problem, DANIEL CHU, the defendant, instructed Kollar to pledge delinquent loans to the Lender-1 Credit Line. These delinquent loans were typically so past due that Tricolor itself had charged them off as losses. To make these charged-off loans falsely appear to be performing loans that could serve as collateral (which they were not), CHU directed Kollar to create a fictitious portfolio company in Tricolor's dealer management system (which was used to track Tricolor's loans and their

associated data), transfer the charged-off loans to that new portfolio company in the dealer management system, and arrange for other Tricolor employees to manually enter fake payments on those charged-off loans in the dealer management system.

11. Over time, DANIEL CHU, the defendant, addressed liquidity constraints by repeatedly falsifying information regarding ineligible collateral to make it appear eligible to use as collateral. In January 2021, for example, CHU asked Kollar whether Tricolor had "anything we can pledge from [Lender-1] to [Lender-4] or [Lender-3] to get some liquidity," and Kollar responded, "I will look. What is 'there' typically is [ineligible] for those"—referring to the charged-off loans manipulated to look like they were performing loans. CHU and his co-conspirators fraudulently pledged charged-off loans to Lender-1 for years until Tricolor's collapse. In addition to orchestrating this fraud within Tricolor, CHU simultaneously served on the board of directors of Lender-1, a financial institution he defrauded for nearly a decade.

12. By at least in or about 2021, Tricolor's collateral manipulation also expanded beyond the Lender-1 Credit Line. To increase the amount of cash received from Lender-2, DANIEL CHU, the defendant, directed Kollar to keep sold vehicles on the borrowing base for the Lender-2 Inventory Credit Line, even though they were supposed to be removed once sold, a practice that continued through Tricolor's bankruptcy. For instance, on or about April 20, 2021, CHU texted Kollar and others that, "[i]n an ideal scenario, we buy and increase inventory by $10mm and then we can move the sold units off the borrowing base"—meaning Tricolor would increase its inventory by $10 million to give it enough cushion to remove the sold units that were fraudulently included on the Lender-2 Inventory Credit Line borrowing base. To further increase the amount of cash received from lenders, Tricolor also pledged to other lenders the loan receivables for cars that had been sold and financed, but that were still nonetheless pledged to the

Lender-2 Inventory Credit Line.

13. As Tricolor's financing arrangements with lenders expanded, so did its use of fraud. From at least in or about 2022, DANIEL CHU and DAVID GOODGAME, the defendants, Kollar, Seibold, and others repeatedly manipulated borrowing base data (including loan performance data) for, and double-pledged collateral across, the SPV3, SPV4, SPV5 and SPV6 warehouses and the Lender-9 Credit Line. At CHU's direction and with GOODGAME's knowledge and approval, Kollar and Seibold, sometimes with the assistance of others, executed the schemes to defraud Tricolor's lenders by submitting fraudulent borrowing base reports. CHU directed Kollar to fraudulently obtain more liquidity, and Kollar, in turn, directed Seibold to submit fraudulent borrowing base reports. Kollar, Seibold, and others submitted borrowing base reports with false and manipulated data or already-pledged loans to the Lender-1 Credit Line, the Lender-2 Inventory Credit Line, the SPV3 warehouse, the SPV4 warehouse, the SPV5 warehouse, the SPV6 warehouse, and the Lender-9 Credit Line in order to fraudulently obtain cash advances.

14. As the risks and dollar size of the fraud dramatically increased, the conspirators' used the same fraudulent methods. Kollar, Seibold, and others manually edited collateral data in borrowing base reports provided to lenders so that ineligible loans would falsely appear to lenders to meet eligibility criteria when in fact the loans were significantly past due. They did this with the awareness and, at times, specific direction of DANIEL CHU, the defendant. For instance, on or about July 25, 2022, CHU texted Kollar, "Can we work the > 60s"—asking whether Kollar could manipulate data for loans over 60 days past due to make them appear eligible. In response to these requests, and to achieve CHU's overarching directives, Kollar and Seibold would manually change the data fields in borrowing base reports related to whether a loan was performing or past due by, for example, editing loans more than 60 days past due to appear current or paid within the past 60

days. Kollar would also periodically update CHU on their progress. On November 16, 2022, for example, when CHU asked for an update on liquidity, Kollar responded: "We have $2.1m to [pledge] and with working DQ [delinquency] buckets we are getting $2.77M or ~$1.3m more. Will do a Bb [borrowing base] tomorrow and work to squeeze a little more out." In other words, by manipulating delinquency data in borrowing base reports, Kollar increased the volume of eligible loans, generating an additional $1.3 million in advanced funds from lenders. Similarly, on April 26, 2022, Kollar texted CHU: "We maxed the [Lender-4] one [*i.e.*, the SPV4 warehouse] for tomorrow by adding $1M when we should have only received $300k and working on the [Lender-3] [*i.e.*, the SPV 3 warehouse] today"—meaning that collateral manipulation had obtained $1 million more from the SPV4 warehouse than would have been possible without fraud.

15. At the defendants' direction and with their knowledge, Kollar and Seibold also double-pledged the same loans as collateral to multiple lenders and securitizations. For example, on March 1, 2023, Seibold described this double-pledging to DAVID GOODGAME, the defendant, writing that he was "taking accounts from SPV6 and pledging on SPV3 to get liquidity out of SPV3," to which GOODGAME jokingly responded with a crying emoji, followed by Seibold stating he was "then possibly taking SPV5 accounts and double pledging on SPV6." As another example, on September 8, 2023, when GOODGAME messaged Seibold about selling more inventory each week, Seibold explained that "We are bringing in between 6-8M a week on the main spvs right now" but that "[i]t's been tight just because of how close we are to maxing out the facilities" and that Tricolor was "[r]eally needing the securitization." Their conversation continued with Seibold explaining, "Spv6 is capped out. Spv4 is making it hard with this notional interest rate cap. Spv3 is capped out. We have some room on SPV5 but are trying to keep it relatively clean. Doing everything I can to make sure we still have as much as we can coming in.

The audits are going to be tough." GOODGAME responded "ugh." Seibold replied, "Hopefully after this securitization we can keep them a bit cleaner" before sending an "lol" emoji, to which GOODGAME responded "Lol," as they joked about how Tricolor could not keep its lines of credit "clean" of fraud.

16. The growing risk and scale of the frauds eventually forced the conspirators to reckon with the possibility the frauds would be discovered. Seibold at various times raised concerns to DAVID GOODGAME, the defendant, among others, but GOODGAME always reassured Seibold and Seibold would continue. To minimize the risks of discovery, however, and with the knowledge of DANIEL CHU, the defendant, and GOODGAME, Kollar and Seibold fabricated and falsified backup records when audits of the borrowing bases were conducted, including loan payment ledgers and system records indicating to which lender a loan had been pledged. On July 22, 2021, for example, while an audit firm was conducting an audit of Tricolor's prior year financial statements, Kollar texted CHU, "We will need to make sure [the auditor] does not try to[t]ie out [Lender-1]," because a comparison of the manipulated data that was provided to Lender-1 to the real data in Tricolor's internal dealer management system would have revealed the fraud. CHU responded: "I know." Later, on July 28, 2023, in connection with another audit, CHU texted Kollar: "Can you reconstruct [Lender-1] BB," referring to the borrowing base of purported collateral pledged to Lender-1. Kollar responded, in part, "It includes loans that are not active."

17. By on or about August 21, 2025, Kollar had conducted an analysis comparing the collateral data in Tricolor's dealer management system to the fraudulent collateral data that Tricolor had provided to lenders to obtain capital. Using the fraudulent borrowing bases that Tricolor had sent to lenders, Kollar added up the total amount of purported collateral that Tricolor

had pledged to lines of credit, securitizations, and other facilities, which totaled approximately $2.2 billion. When Kollar performed the same calculation using Tricolor's internal dealer management system, however, the real amount of Tricolor's available collateral was approximately $1.4 billion. In other words, Tricolor had pledged approximately $2.2 billion of collateral to lenders and investors, but Tricolor had only approximately $1.4 billion of real collateral. The difference—consisting of approximately $800 million in bogus collateral—resulted from the series of schemes and the conspiracy in which DANIEL CHU and DAVID GOODGAME, the defendants, Kollar, Seibold, and others participated.

The Frands Unravel

18. As of in or about August 2025, Tricolor had still not completed an audit of its borrowing bases that had begun in or about February 2025. Lender-6 expressed concerns to Lender-4 about the unfinished audit. In reviewing Tricolor's borrowing base reports in or about August 2025, Lender-6 noticed discrepancies in Tricolor's data: loans that Tricolor reported as current—that is, as receiving timely payments from customers—did not show a corresponding reduction in the outstanding principal balance. This data made no sense as customers' payments would pay down a loan over time.

19. In or about August 2025, DANIEL CHU, the defendant, was alerted to the audit issue and then to the data discrepancies identified by Tricolor's lenders. The developing crisis prompted a series of calls among Tricolor executives, including, at times, CHU, DAVID GOODGAME, the defendant, Kollar, and another Tricolor executive ("Executive-1"). Some of these calls were secretly recorded by at least one participant, and sometimes calls were secretly recorded by multiple participants.

20. On or about August 17, 2025, for example, DANIEL CHU, the defendant, spoke with Kollar and Executive-1 about Lender-6's concerns regarding Tricolor's delay in completing

the audit. CHU urged the team to find a solution, observing that "rather than conform all of our records to meet the audit, I think we need to, we need to rethink, kind of holistically, all of the processes that are resulting in this" delay. CHU then drew an "analogy" to when the team managed to obscure Tricolor's fraudulent use of "dead loans on the balance sheet" to borrow capital during the 2022 financial statement audit. CHU emphasized that his "point in that analogy" was that "rather than scrambling" to figure out, "okay, how are we gonna fabricate these loans? How are we gonna make up these loans? We just basically created around the problem with a structure, or I would say in this case, a policy, which, which made it, made all the math work." CHU then said, "we have a similar math problem today" and discussed with Kollar the buckets of manipulated loans and confirming exactly what fake data had been sent to the lenders on the SPV4 Warehouse.

21. During the August 17, 2025 call, DANIEL CHU, the defendant, proposed various lies the conspirators could tell to resolve the audit and explain the manipulated data. For example, CHU proposed that some of the manipulated, non-paying loans could be explained away by a purported "Trump administration deferment" policy. In fact, such a deferment policy did not actually exist at Tricolor. Nevertheless, CHU explained that, with this fictitious policy, "all I'm trying to do is, is alleviate the need to mess with any of these things and create a policy." CHU acknowledged, however, that "where we would have an issue is if, if they sent an auditor and they said, pull this up on your screen, right, that would be a problem." Kollar agreed, stating, "Yes. That would be bad,"—as Tricolor's internal records would not match the manipulated records and false excuses Tricolor provided to lenders and auditors.

22. The following day, on or about August 18, 2025, the Tricolor executives, including DANIEL CHU and DAVID GOODGAME, the defendants, Kollar, and Executive-1, continued to discuss how to conceal the fraud. During the call, CHU described how Lender-6 had identified,

among other things, "$63 million of loans that have not had a payment in 180 days that are marked as current in the borrowing base." CHU complained that he did not understand how Seibold could "be doing this and not thinking that the balance has to reduce," saying it was "the stupidest fucking thing [he had] ever heard." Once Seibold was added to the call, CHU, in effect, demanded to know why Seibold had not thought to falsely reduce the balances in the borrowing base provided to lenders when Seibold fraudulently marked the loans as current. Seibold responded: "I've been holding 8,000 outstanding charge offs on every report for about … a long time." When CHU asked whether Seibold ever reduced the balance, Seibold explained: "We do, but some we don't. … I can't reduce by a full 8,000 without having us have millions of dollars in debts that we need to pay down…. I'm doing what I thought was what we needed."

23. The next day, on or about August 19, 2025, the Tricolor executives, including DANIEL CHU and DAVID GOODGAME, the defendants, Kollar, and Executive-1, spoke again by telephone. During the call, CHU described how he had spoken to a Lender-6 representative the prior evening. CHU recounted how he had told Lender-6, "look, if we were trying to commit fraud, we wouldn't be so stupid as to keep the same balances on there… Nobody would be that stupid. And he [the Lender-6 representative] goes, 'you're right.'" The participants on the August 19 call laughed in response. CHU also recounted how he told the representative of Lender-6 that it must be a "system issue." These were lies. As CHU well knew, the inconsistencies in the borrowing bases resulted from the frauds and the conspiracy among CHU, GOODGAME, and their co-conspirators, and not some supposed system issue.

24. On or about August 30, 2025, the Tricolor executives, including DANIEL CHU and DAVID GOODGAME, the defendants, Kollar, and Executive-1, discussed how they might reach a settlement with Lender-4, which, by that point, had identified double-pledged and manipulated

collateral and terminated its lending facility. During this call, CHU compared Tricolor's circumstances to the circumstances of Enron, the energy trading firm that collapsed into bankruptcy following the discovery of accounting fraud and other misconduct. Specifically, CHU and the others discussed the possibility that they could blame the banks for purportedly ignoring red flags of their frauds and use that threat as leverage to extract a favorable settlement. CHU proposed using artificial intelligence tools to search for key words that GOODGAME could use in a discussion with Lender-4. After Executive-1 described an Enron-related litigation, CHU stated: "Enron obviously has a nice ring to it, right? <laugh>, I mean, Enron, Enron raises the blood pressure of the lender when they see that <laugh>. It, it has to, right? I'm not— [...] Cause who wants to be thrown in the category?" CHU later said, "That Enron case is fucking perfect, I think."

25. Even as the frauds unraveled and Tricolor's insolvency became clear, DANIEL CHU, the defendant, continued to enrich himself. Throughout the fraud scheme, CHU had received tens of millions of dollars in compensation from Tricolor, including an annual salary, bonuses, management incentive units, and company-provided cars. CHU's annual salary was $1 million in 2023, which was raised to $2 million in 2025. He also received a $2 million bonus for 2024, two $125,000 securitization bonuses in 2025, and a $15 million bonus in 2025. During the 24-month period from August 2023 through August 2025, Tricolor made more than $19.3 million in salary and bonus net cash payments to CHU's bank accounts. As Tricolor approached collapse, and after CHU observed that the company was "definitely insolvent," he directed Kollar to pay him the final installments of his $15 million bonus. On or about August 19 and 20, 2025—roughly three weeks before Tricolor placed more than 1,000 employees on unpaid leaves of absence and before the company filed for bankruptcy—CHU received two payments from Tricolor totaling $6.25 million.

CHU used some of this money to purchase a multi-million-dollar property in Beverly Hills, California on or about August 27, 2025. Days later, on September 6, 2025, Tricolor placed more than 1,000 of its employees on unpaid leaves of absence. On September 10, 2025, Tricolor filed for Chapter 7 bankruptcy.

Statutory Allegations

26. From at least in or about 2018 up to and including in or about September 2025, in the Southern District of New York and elsewhere, DANIEL CHU, the defendant, knowingly organized, managed, and supervised a continuing financial crimes enterprise, in that the defendant committed violations of Title 18, United States Code, Sections 1343 and 1344, including violations one through ten set forth below, which violations were part of a series of violations of those statutes committed by at least four persons acting in concert, and from which the defendant received $5,000,000 and more in gross receipts from such enterprise during a 24-month period. The series of violations, as defined by Title 18, United States Code, Section 225, includes the following violations set forth below:

27. In or about the years listed in the table below, in the Southern District of New York and elsewhere, DANIEL CHU, the defendant, knowingly executed, and attempted to execute, a scheme and artifice to defraud a financial institution, as that term is defined in Title 18, United States Code, Section 20, and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of, such a financial institution, by means of false and fraudulent pretenses, representations, and promises, to wit, CHU, while the CEO of Tricolor, engaged in schemes to make a series of false statements to the financial institutions listed below regarding Tricolor's financial condition and the existence, nature, and value of its pledged loan collateral in order to fraudulently obtain money for Tricolor from those financial institutions.

Violation Number	Financial Institution and Credit Agreement	Approximate Time Period
1	Lender-1 Lender-1 Credit Line	2018 to September 2025
2	Lender-2 Lender-2 Inventory Credit Line	2020 to September 2025
3	Lender-4 and Lender-5 SPV4 Warehouse	2020 to September 2025
4	Lender-5 SPV5 Warehouse	2021 to 2023
5	Lender-8 SPV6 Warehouse	2022 to September 2025

28. In or about the years listed in the table below, in the Southern District of New York and elsewhere, DANIEL CHU, the defendant, knowingly having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, transmitted and caused to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds, for the purpose of executing such scheme and artifice, which affected a financial institution, to wit, CHU, while the CEO of Tricolor, engaged in schemes to make a series of false statements to lenders listed below, including multiple financial institutions, regarding Tricolor's financial condition and the existence, nature, and value of its pledged loan collateral in order to fraudulently obtain money for Tricolor from those lenders, and caused others to send and receive, emails, telephone calls, videoconferences, and other electronic communications, to and from the Southern District of New York and elsewhere, in furtherance of that scheme.

Violation Number	Financial Institution and Credit Agreement	Approximate Time Period
6	Lender-1 Lender-1 Credit Line	2018 to September 2025
7	Lender-2 Lender-2 Inventory Credit Line	2020 to September 2025

8	Lender-4, Lender-5, Lender-6, Lender-7 SPV4 Warehouse	2020 to September 2025
9	Lender-5 SPV5 Warehouse	2021 to 2023
10	Lender-8 SPV6 Warehouse	2022 to September 2025

(Title 18, United States Code, Sections 225 and 2.)

COUNT TWO

(Conspiracy to Commit Bank Frand and Wire Frand Affecting a Financial Institution)

The Grand Jury further charges:

29. The allegations contained in paragraphs 1 through 24 of this Indictment are repeated and realleged as it fully set forth herein.

30. From at least in or about 2018 through in or about September 2025, in the Southern District of New York and elsewhere, DANIEL CHU and DAVID GOODGAME, the defendants, and others known and unknown, willfully and knowingly combined, conspired, confederated, and agreed together and with each other to commit bank fraud, in violation of Title 18, United States Code, Section 1344, and to commit wire fraud, which affected a financial institution, in violation of Title 18, United States Code, Section 1343.

31. It was a part and an object of the conspiracy that DANIEL CHU and DAVID GOODGAME, the defendants, and others known and unknown, knowingly would and did execute, and attempt to execute, a scheme and artifice to defraud a financial institution, as that term is defined in Title 18, United States Code, Section 20, and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of, such a financial institution, by means of false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Section 1344, to wit, CHU, GOODGAME, and others agreed to make and cause to be made a series of false statements to multiple financial institutions regarding

Tricolor's financial condition and the existence, nature, and value of its pledged loan collateral in order to fraudulently obtain money for Tricolor from those financial institutions.

32. It was further a part and an object of the conspiracy that DANIEL CHU and DAVID GOODGAME, the defendants, and others known and unknown, knowingly having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, which affected a financial institution, in violation of Title 18, United States Code, Section 1343, to wit, CHU, GOODGAME, and others agreed to make and cause to be made a series of false statements to lenders, including multiple financial institutions, regarding Tricolor's financial condition and the existence, nature, and value of its pledged loan collateral in order to fraudulently obtain money for Tricolor from those lenders, and sent and received, and caused others to send and receive, emails, telephone calls, videoconferences, and other electronic communications, to and from the Southern District of New York and elsewhere, in furtherance of that scheme.

(Title 18, United States Code, Section 1349.)

COUNT THREE
(Bank Fraud)

The Grand Jury further charges:

33. The allegations contained in paragraphs 1 through 24 of this Indictment are repeated and realleged as it fully set forth herein.

34. From at least in or about 2020 through in or about September 2025, in the Southern District of New York and elsewhere, DANIEL CHU and DAVID GOODGAME, the defendants,

knowingly executed, and attempted to execute, a scheme and artifice to defraud a financial institution, as that term is defined in Title 18, United States Code, Section 20, and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of, such a financial institution, by means of false and fraudulent pretenses, representations, and promises, to wit, CHU, GOODGAME, and others engaged in scheme to make a series of false statements to Lender-4 and Lender-5 in connection with the SPV4 Warehouse regarding Tricolor's financial condition and the existence, nature, and value of its pledged loan collateral in order to fraudulently obtain money for Tricolor from Lender-4 and Lender-5.

(Title 18, United States Code, Sections 1344 and 2.)

COUNT FOUR
(Wire Fraud Affecting a Financial Institution)

The Grand Jury further charges:

35. The allegations contained in paragraphs 1 through 24 of this Indictment are repeated and realleged as it fully set forth herein.

36. From at least in or about 2020 through in or about September 2025, in the Southern District of New York and elsewhere, DANIEL CHU and DAVID GOODGAME, the defendants, knowingly having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, transmitted and caused to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds, for the purpose of executing such scheme and artifice, which affected a financial institution, to wit, CHU, GOODGAME, and others engaged in a scheme to make a series of false statements to Lender-4, Lender-5, Lender-6, and Lender-7 in connection with the SPV4 Warehouse regarding Tricolor's financial condition and the existence, nature, and value of its pledged loan collateral in

order to fraudulently obtain money for Tricolor from those lenders, and caused others to send and receive, emails, telephone calls, videoconferences, and other electronic communications, to and from the Southern District of New York and elsewhere, in furtherance of that scheme.

(Title 18, United States Code, Sections 1343 and 2.)

FORFEITURE ALLEGATIONS

37. As a result of committing the offenses alleged in Counts One, Two, Three, and Four of this Indictment, DANIEL CHU and DAVID GOODGAME, the defendants, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(2)(A), and Title 28, United States Code, Section 2461(c), any and all property constituting, or derived from, proceeds the defendant obtained directly or indirectly, as a result of the commission of said offenses, including but not limited to a sum of money in United States currency representing the amount of proceeds traceable to the commission of said offenses.

Substitute Assets Provision

38. If any of the above-described forfeitable property, as a result of any act or omission of the defendants:

a. cannot be located upon the exercise of due diligence;

b. has been transferred or sold to, or deposited with, a third person;

c. has been placed beyond the jurisdiction of the Court;

d. has been substantially diminished in value; or

e. has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p) and Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of the defendants up to the value of the above forfeitable property.

(Title 18, United States Code, Section 981
Title 18, United States Code, Section 982;
Title 21, United States Code, Section 853; and
Title 28, United States Code, Section 2461.)

[redacted]
FOREPERSON

JAY CLAYTON
United States Attorney

Exhibit 2

TRICOLOR FUNDING SPV 4 LLC,
as the Borrower,

TRICOLOR AUTO ACCEPTANCE, LLC,
as the Servicer,

the LENDERS
from time to time party hereto,

the AGENTS
from time to time party hereto,

JPMORGAN CHASE BANK, N.A.,
as the Administrative Agent,

VERVENT INC.,
as the Backup Servicer,

and

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as the Collateral Custodian and the Account Bank

CREDIT AGREEMENT

Dated as of November 13, 2020

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CREDIT AGREEMENT

This Credit Agreement, dated as of November 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is among Tricolor Funding SPV 4 LLC, a Delaware limited liability company, as borrower (the "Borrower"), Tricolor Auto Acceptance, LLC, a Delaware limited liability company ("Tricolor"), as servicer (the "Servicer"), the lenders from time to time party hereto (the "Lenders"), the agents for the Lender Groups (as defined herein) from time to time party hereto (the "Agents"), JPMorgan Chase Bank, N.A., as administrative agent for the Lenders (the "Administrative Agent"), Vervent Inc., as backup servicer (the "Backup Servicer"), and Wilmington Trust, National Association, as collateral custodian (in such capacity, the "Collateral Custodian") and as account bank (in such capacity, the "Account Bank").

W I T N E S S E T H:

WHEREAS, the Borrower was formed for the purpose of purchasing and holding various assets, including motor vehicle retail installment sale contracts, amounts received on or in respect of such retail installment sale contracts and proceeds of the foregoing;

WHEREAS, the Borrower has requested that the Lenders make certain loans to the Borrower from time to time, the proceeds of which will be used to finance the purchase price of such retail installment sale contracts as described herein; and

WHEREAS, the Lenders have agreed to make such loans to the Borrower upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE ONE

DEFINITIONS; CONSTRUCTION

Section 1.01. Definitions. Whenever used herein, unless the context otherwise requires, the following words and phrases shall have the following meanings:

"3-Month Rolling Average Delinquency Ratio" means, with respect to any Collection Period, the average of the Delinquency Ratios for such Collection Period and the two immediately preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date, the average of the Delinquency Ratios for the number of Collection Periods that have elapsed since the Closing Date).

"3-Month Rolling Average Extension Ratio" means, with respect to any Collection Period, the average of the Extension Ratios for such Collection Period and the two immediately preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date, the average of the Extension Ratios for the number of Collection Periods that have elapsed since the Closing Date).

"3-Month Rolling Average Net Loss-to-Liquidation Ratio" means, with respect to any Collection Period, the average of the Net Loss-to-Liquidation Ratios for such Collection Period and the two immediately preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date, the average of the Net Loss-to-Liquidation Ratios for the number of Collection Periods that have elapsed since the Closing Date).

"3-Month Rolling Average Serviced Portfolio Delinquency Ratio" means, with respect to any calendar month, the average of the Serviced Portfolio Delinquency Ratios for such calendar month and the two immediately preceding calendar months.

"3-Month Rolling Average Serviced Portfolio Extension Ratio" means, with respect to any calendar month, the average of the Serviced Portfolio Extension Ratios for such calendar month and the two immediately preceding calendar months.

"3-Month Rolling Average Serviced Portfolio Net Loss-to-Liquidation Ratio" means, with respect to any calendar month, the average of the Serviced Portfolio Net Loss-to-Liquidation Ratios for such calendar month and the two immediately preceding calendar months.

"Account Bank" has the meaning given to such term in the Preamble.

"Account Bank Fee" means $1,000 per month.

"Account Collateral" means, the Accounts, together with all cash, securities, financial assets (as defined in Section 8-102(a)(9) of the UCC) and investments and other property from time to time deposited or credited to such Account, all security entitlements (as defined in Section 8-102(a)(17) of the UCC) arising therefrom or related thereto and all proceeds thereof.

"Accounts" means the Master Collection Account and the Collection Account.

"Adjusted LIBO Rate" means, with respect to any Loan for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the quotient, expressed as a percentage, obtained by dividing (i) the LIBO Rate by (ii) 100% minus the Statutory Reserve Rate.

"Administrative Agent" has the meaning given to such term in the Preamble.

"Administrative Agent Account" means account number 645475500, maintained at JPMorgan Chase Bank, N.A. (ABA No. 021000021), account name: Chariot Funding LLC, or such other account as the Administrative Agent may from time to time specify by written notice to the Borrower, the Servicer and each Lender.

"Advisors" means accountants, attorneys, consultants, advisors, credit enhancers, liquidity providers, Persons similar to the foregoing and their respective directors, officers, employees and managers.

"Affected Party" means a Lender, a Credit Provider or any of their respective Affiliates.

"Affiliate" means, with respect to a Person, any other Person controlling, controlled by or under common control with such Person. For purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" or "controlled" have meanings correlative to the foregoing.

"Agent" means the agent for a particular Lender Group and "Agents" means all agents for all Lender Groups.

"Aggregate Commitment" means, as of any day, the sum of the Commitments of each Lender Group.

"Aggregate Unpaids" means, as of any day, an amount equal to the sum of, without duplication, (i) the Loans Outstanding, (ii) all accrued but unpaid Interest and (iii) all Usage Fees, Unused Fees and all other Obligations owed (whether due or accrued) by the Borrower or the Servicer to the Secured Parties, the Backup Servicer and the Account Bank under this Agreement and the other Basic Documents.

"Agreement" has the meaning given to such term in the Preamble.

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (i) the Prime Rate in effect on such day, (ii) the NYFRB Rate in effect on such day plus 0.50% and (iii) the Adjusted LIBO Rate for such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1.00%; provided, that the Adjusted LIBO Rate for any day shall be based on the LIBO Rate, as applicable, at approximately 11:00 a.m., London time, on such day. Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change

in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.11 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.11(b)), then the Alternate Base Rate shall be the greater of the rate determined pursuant to clauses (i) and (ii) above and shall be determined without reference to clause (iii) above.

"Amortization Date" means the earliest to occur of (i) the Commitment Termination Date, (ii) the occurrence of an Amortization Event and (iii) the date of the declaration or automatic occurrence of the Amortization Date pursuant to Section 10.01(b) following the occurrence of a Termination Event.

"Amortization Event" means the occurrence of any of the following events:

(i) a Borrowing Base Deficiency shall exist for three consecutive Business Days; provided, that if such Borrowing Base Deficiency is caused solely by a Step-Up Credit Enhancement Trigger Event, then no Amortization Event will occur under this clause (i) and the Amortization Period will not commence unless such Borrowing Base Deficiency continues to exist on the Payment Date in the sixth Collection Period after the Collection Period in which such Borrowing Base Deficiency occurred;

(ii) a Material Adverse Effect occurs with respect to the Borrower, any Originator, the Seller, the Servicer or the Performance Guarantor, as determined by the Administrative Agent (acting with the consent of the Required Lenders);

(iii) the occurrence of a Servicer Termination Event; or

(iv) the occurrence of a Termination Event.

"Amortization Period" means the period commencing on the Amortization Date and ending on the day on which the Loans Outstanding are reduced to zero and all other Aggregate Unpaids have been paid in full.

"Amount Financed" means, with respect to a Receivable, the aggregate amount advanced under such Receivable toward the purchase price of the related Financed Vehicle and any related costs, including amounts advanced in respect of accessories, insurance premiums, service and warranty contracts, other items customarily financed as part of a Contract and related costs.

"Annual Percentage Rate" or "APR" means, with respect to a Receivable, the rate per annum of finance charges stated in such Receivable as the "annual percentage rate" (within the meaning of the Federal Truth-in-Lending Act). If, after the applicable Funding Date, the rate per annum of finance charges with respect to a Receivable is reduced (i) as a result of an Insolvency Proceeding involving the related Obligor or (ii) pursuant to the Servicemembers Civil Relief Act or similar State law, "Annual Percentage Rate" or "APR" shall refer to such reduced rate.

"Anti-Corruption Laws" means all laws, rules and regulations of any jurisdiction applicable to each of the Borrower, the Servicer and their respective Subsidiaries from time to time concerning or relating to bribery or corruption.

"Anti-Terrorism Laws" means (i) Executive Order 13224 of September 23, 2001, (ii) the Patriot Act, (iii) the Money Laundering Control Act of 1986, 18 U.S.C. Sect. 1956, (iv) the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada), (v) the Bank Secrecy Act, and the rules and regulations promulgated thereunder, and (vi) any other Requirements of Law of the United States, Canada or any member state of the European Union now or hereafter enacted to monitor, deter or otherwise prevent (a) terrorism, (b) the funding or support of terrorism or (c) money laundering.

"Applicable Law" means, with respect to any Person, all existing and future applicable laws, rules, regulations (including proposed, temporary and final income tax regulations), statutes, treaties, codes, ordinances, permits, certificates, orders and licenses of and interpretations by any Governmental Authority (including usury laws, the Federal Truth in Lending Act, Regulation Z and Regulation B of the CFPB, the Securities Act, including Regulation AB, and the Exchange Act), and applicable judgments, decrees, injunctions, writs, orders or line actions of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction.

"Assignment and Acceptance" means an assignment and acceptance agreement between a Lender and an Eligible Assignee, in substantially the form of Exhibit B.

"Authoritative Copy" means, with respect to any Electronic Chattel Paper, a copy of such Electronic Chattel Paper that is unique, identifiable and, except as otherwise provided in Section 9-105 of the UCC, unalterable, any perceivable rendering of which is marked "View of Authoritative Copy" and has no watermark or other marking that would indicate that it is a "copy" or "duplicate" or not an original or not an "authoritative copy".

"Available Amount" means, as of any day during the Revolving Period, the positive amount, if any, by which the Aggregate Commitment exceeds the Loans Outstanding on such day.

"Available Funds" means, with respect to any Payment Date and the related Collection Period, (i) Collections on deposit in the Collection Account, to the extent received during or in respect of such Collection Period, (ii) all payments received by the Borrower pursuant to any Hedging Agreement or Hedge Transaction, (iii) all investment earnings in the Collection Account and (iv) the amount deposited in the Collection Account on any Securitization Date during such Collection Period.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, any tenor for such Benchmark or payment period for interest calculated with reference to such Benchmark, that is or may be used for determining the length of an Interest Period pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is removed from the definition of the term "Interest Period" pursuant to Section 2.11(f).

"Backup Servicer" has the meaning given to such term in the Preamble.

"Backup Servicer Termination Notice" has the meaning given to such term in Section 8.04.

"Backup Servicing Fee" means, an amount of $5,000 on the Closing Date, and with respect to any Collection Period and the related Payment Date, if the Pool Balance on the first day of such Collection Period is (i) not more than $100,000,000, $3,500, (ii) greater than $100,000,000 but not greater than $200,000,000, $4,000, or (iii) greater than $200,000,000, $5,000.

"Backup Servicing Fee Rate" means, with respect to any Collection Period, an amount equal to the product of (i) the percentage equivalent of a fraction, (a) the numerator of which is the Backup Servicing Fee for such Collection Period and (b) the denominator of which is the greater of (1) $50,000,000 and (2) the average daily Pool Balance during such Collection Period, times (ii) 12.

"Bankruptcy Code" means the United States Bankruptcy Code (Title 11 of the United States Code).

"Basel II" means the second Basel Accord issued by the Basel Committee on Banking Supervision.

"Basel III" means the third Basel Accord issued by the Basel Committee on Banking Supervision.

"Basic Documents" means this Agreement, the Purchase Agreement, each Transfer Agreement, all Hedging Agreements, the Master Collection Account Agreement, the Fee Letter, the KLDL Letter Agreement and any other document, certificate, opinion, agreement or writing the execution of which is necessary or incidental to carrying out the transactions contemplated by this Agreement or any of the other foregoing documents.

"Benchmark" means, initially, the LIBO Rate; provided, that if a Benchmark Transition Event, a Term SOFR Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred with respect to the LIBO Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.11(b) or (c).

"Benchmark Replacement" means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(i) the sum of (a) Term SOFR and (b) the related Benchmark Replacement Adjustment;

(ii) the sum of (a) Daily Simple SOFR and (b) the related Benchmark Replacement Adjustment;

(iii) the sum of (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (1) any selection or recommendation of a replacement benchmark rate or the mechanism for

determining such a rate by the Relevant Governmental Body or (2) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time and (b) the related Benchmark Replacement Adjustment;

provided, that in the case of clause (i) above, such Unadjusted Benchmark Replacement is displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; provided, further, that notwithstanding anything to the contrary in this Agreement or in any other Basic Document, upon the occurrence of a Term SOFR Transition Event, and the delivery of a Term SOFR Notice, on the applicable Benchmark Replacement Date the "Benchmark Replacement" shall revert to and be deemed to be the sum of (A) Term SOFR and (B) the related Benchmark Replacement Adjustment, as set forth in clause (i) above (subject to the first proviso above).

If the Benchmark Replacement as so determined pursuant to clauses (i), (ii) or (iii) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Basic Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement:

(i) for purposes of clauses (i) and (ii) of the definition of the term "Benchmark Replacement", the first alternative set forth in the order below that can be determined by the Administrative Agent:

(a) the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such Interest Period that has been selected or recommended by the Relevant Governmental Body for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for the applicable Corresponding Tenor; and

(b) the spread adjustment (which may be a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such Interest Period that would apply to the fallback rate for a derivative transaction referencing the ISDA Definitions to be effective upon an index cessation event with respect to such Benchmark for the applicable Corresponding Tenor; and

(ii) for purposes of clause (iii) of the definition of the term "Benchmark Replacement", the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement

by the Relevant Governmental Body on the applicable Benchmark Replacement Date or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities;

provided, that in the case of clause (i) above, such adjustment is displayed on a screen or other information service that publishes such Benchmark Replacement Adjustment from time to time as selected by the Administrative Agent in its reasonable discretion.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definitions of "Alternate Base Rate", "Business Day" and "Interest Period", the timing and frequency of determining rates and making payments of interest, the timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the it decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Basic Documents).

"Benchmark Replacement Date" means the earlier to occur of the following events with respect to the then-current Benchmark:

(i) in the case of clause (i) or (ii) of the definition of the term "Benchmark Transition Event", the later of the date (a) of the public statement or publication of information referenced therein and (b) on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof);

(ii) in the case of clause (iii) of the definition of the term "Benchmark Transition Event", the date of the public statement or publication of information referenced therein;

(iii) in the case of a Term SOFR Transition Event, the date that is 30 days after the date a Term SOFR Notice is provided to the Lenders and the Borrower pursuant to Section 2.11(c); or

(iv) in the case of an Early Opt-in Election, the sixth Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, so long as the Administrative Agent has not received, by 5:00 p.m. (New York, New York time) on the fifth Business Day after the date notice of such Early Opt-in Election is provided to the

Lenders, written notice of objection to such Early Opt-in Election from Lenders comprising the Required Lenders.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (i) or (ii) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(i) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided, that at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(ii) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided, that at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(iii) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means the period (if any) (i) beginning at the time that a Benchmark Replacement Date pursuant to clause (i) or (ii) of the definition thereof has

occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Basic Document in accordance with Section 2.11 and (ii) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Basic Document in accordance with Section 2.11.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means (i) employee benefit plans (as defined in Section 3(3) of ERISA) that are subject to Title I of ERISA, (ii) plans described in Section 4975(e)(1) of the Code, including individual retirement accounts or Keogh Plans that are not exempt under Section 4975(g) of the Code and (iii) any entities whose underlying assets include plan assets by reason of a plan's investment in such entities.

"BlackRock Loan Agreement" means the Loan and Security Agreement, dated as of August 6, 2020, among Tricolor and Tricolor Holdings, as borrowers, the guarantors party thereto, Wilmington Savings Fund Society, FSB, as agent, and the lenders party thereto.

"BlackRock Subscription Agreement" means (i) the subscription agreement, dated as of January 27, 2020, between Tricolor Holdings and the subscribers party thereto and (ii) the BlackRock Loan Agreement.

"Borrower" has the meaning given to such term in the Preamble.

"Borrower Basic Documents" means all Basic Documents to which the Borrower is a party or by which it is bound.

"Borrowing Base" means, as of any date of determination, the Net Eligible Pool Balance on such date minus the Required Credit Enhancement Amount on such date.

"Borrowing Base Deficiency" means, as of any date of determination, the positive amount, if any, by which (i) the Required Credit Enhancement Amount exceeds (ii) the Net Eligible Pool Balance minus the Loans Outstanding.

"Breakage Costs" means such amount or amounts as shall compensate any Lender for any actual loss, cost or expense (excluding lost profits) incurred by such Lender (as reasonably determined by the Lender) as a result of any prepayment of a Loan (and interest thereon).

"Business Day" means (i) any day other than a Saturday or a Sunday on which commercial banking institutions are not required or authorized to be closed in New York, New York, Wilmington, Delaware, Chicago, Illinois and San Diego, California and (ii) if the term "Business Day" is used in connection with the Adjusted LIBO Rate, such day must also be a LIBOR Business Day.

"Cash Equivalents" means (i) securities with maturities of 90 days or less from the date of acquisition issued or fully guaranteed or insured by the United States Government or any

agency thereof, (ii) certificates of deposit and eurodollar time deposits with maturities of 90 days or less from the date of acquisition and overnight bank deposits of any commercial bank having capital and surplus in excess of $500,000,000, (iii) repurchase obligations of any commercial bank satisfying the requirements of clause (ii) above, having a term of not more than seven days with respect to securities issued or fully guaranteed or insured by the United States Government, (iv) commercial paper of a domestic issuer rated at least "A-1" or the equivalent thereof by Standard & Poor's or "P-1" or the equivalent thereof by Moody's and in either case maturing within 90 days after the day of acquisition, (v) securities with maturities of 90 days or less from the date of acquisition issued or fully guaranteed by any State, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such State, commonwealth or territory or by any foreign government, the securities of which State, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least "A" by Standard & Poor's or "A2" by Moody's, (vi) securities with maturities of 90 days or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the requirements of clause (ii) above, (vii) shares of money market mutual or similar funds which invest exclusively in assets satisfying the requirements of clauses (i) through (vi) above or (viii) investments in money market or common trust funds having a rating from each of Moody's and Standard & Poor's in the highest investment category for short-term unsecured debt obligations or certificates of deposit granted thereby.

"Certificate of Formation" means, with respect to any Tricolor Entity, its certificate of formation filed with the Secretary of State of the State of Delaware.

"Certificate of Title" means, with respect to a Financed Vehicle, (i) the original certificate of title relating thereto, or copies of correspondence to the applicable Registrar of Titles, and all enclosures thereto, for issuance of the original certificate of title or (ii) if the applicable Registrar of Titles issues a letter or other form of evidence of lien in lieu of a certificate of title (including electronic titling), the original lien entry letter or form or copies of correspondence to such Registrar of Titles, and all enclosures thereto, for issuance of the original lien entry letter or form, which, in either case, shall name the related Obligor as the owner of such Financed Vehicle and the related Originator, the Borrower or the Administrative Agent as secured party. For Financed Vehicles registered in States that issue confirmation of the lienholder's interest electronically, the "Certificate of Title" may consist of notification of an electronic recordation, by either a third party service provider or the relevant Registrar of Titles, which indicates that the lien of the secured party on the Financed Vehicle is recorded on the original certificate of title on the electronic lien and title system of the applicable State.

"CFPB" means the Consumer Financial Protection Bureau.

"Change in Control" means, at any time, (i) (a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such person or its Subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a person or group shall be deemed to have "beneficial ownership" of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an "option right")), directly or indirectly, of 51% or more of the Equity Interests of

Tricolor Holdings entitled to vote for members of the board of directors or equivalent governing body of Tricolor Holdings on a fully-diluted basis (and taking into account all such securities that such person or group has the right to acquire pursuant to any option right), (ii) Tricolor Holdings fails to own, directly or indirectly, and control 51% or more of the outstanding Equity Interests of Tricolor, (iii) Tricolor fails to own, directly or indirectly, and control all of the outstanding Equity Interests of the Borrower, or (iv) a "change of control" or similar event shall occur with respect to any Tricolor Entity under and as defined in (a) any agreement governing Indebtedness of such Tricolor Entity including any repurchase agreement, any loan and security agreement, any credit agreement, any indenture, any warehouse agreement or the BlackRock Subscription Agreement or (b) any agreement relating to or governing any management or equity arrangement with respect to a Tricolor Entity.

"Closing Date" means November 13, 2020.

"Code" means the Internal Revenue Code of 1986.

"Collateral" has the meaning given to such term in Section 3.01(a).

"Collateral Custodian" has the meaning given to such term in the Preamble.

"Collateral Custodian Basic Documents" means the Basic Documents to which the Collateral Custodian is a party.

"Collateral Custodian Fee" means the fees of the Collateral Custodian as described in the Collateral Custodian Fee Letter.

"Collateral Custodian Fee Letter" means the Collateral Custodian Fee Letter, dated as of the Closing Date, among Tricolor, the Borrower and the Collateral Custodian.

"Collateral Custodian Fee Rate" means, with respect to any Collection Period, an amount equal to the product of (i) the percentage equivalent of a fraction, (a) the numerator of which is the Collateral Custodian Fee for such Collection Period and (b) the denominator of which is the greater of (1) $50,000,000 and (2) the average daily Pool Balance during such Collection Period, times (ii) 12.

"Collection Account" means a segregated account established by the Servicer with the Account Bank, in the name of the Administrative Agent, for the benefit of the Secured Parties, into which Collections shall be deposited.

"Collection Period" means with respect to any Payment Date, the immediately preceding calendar month, except for the first Payment Date, in which case such term means the period from but excluding the initial Cutoff Date to and including the last day of the calendar month in which the Closing Date occurs.

"Collections" means (i) all cash collections or other cash proceeds of any Receivable received by the Servicer (including from Tricolor or the Borrower) from or on behalf of any Obligor in payment of any amounts owed in respect of such Receivable, including all Release Price amounts deposited in the Collection Account pursuant to Section 5.06, Insurance Proceeds,

Liquidation Proceeds and (ii) any other funds received by the Servicer (including from Tricolor or the Borrower) with respect to any Receivable, including ancillary fees, the related Financed Vehicle or any other related Collateral. Notwithstanding the foregoing, no "phone pay fees" in respect of ACH transactions shall constitute Collections.

"Commercial Paper" means any promissory notes issued by or on behalf of a Conduit Lender.

"Commercial Paper Notes" means any Commercial Paper issued by or on behalf of a Conduit Lender with respect to financing any Loan hereunder.

"Commitment" means, with respect to any Committed Lender or Lender Group, the commitment of such Committed Lender or Lender Group to fund Loans in an aggregate amount not to exceed, in the case of (i) the Committed Lenders, the amounts set forth underneath their respective names on the signature pages hereof, (ii) any other Committed Lender, the amount set forth in the Assignment and Acceptance or a Conduit Lender Supplement pursuant to which it became a party to this Agreement and (iii) a Lender Group, the aggregate amount of the Commitments of its Committed Lenders, in each case as such amount may be modified in accordance with the terms hereof.

"Commitment Termination Date" means November 13, 2021 or, with respect to any Lender, such later date to which the Commitment Termination Date may be extended for such Lender in accordance with Section 2.04(d).

"Committed Lender" means any Lender that is designated as a Committed Lender on the signature pages hereof, in a Conduit Lender Supplement or in the Assignment and Acceptance pursuant to which it became a party to this Agreement, and any assignee of such Lender to the extent of the portion of the related Commitment assumed by such assignee pursuant to its respective Assignment and Acceptance.

"Conduit Funding Limit" means the maximum amount of Loans that may be funded hereunder by a Conduit Lender that is not a Committed Lender in an aggregate amount not to exceed, in the case of (i) each initial Conduit Lender that is not a Committed Lender, the amount set forth underneath its name on the signature pages hereof and (ii) any other Conduit Lender that is not a Committed Lender, the amount set forth in the Conduit Lender Supplement or the Assignment and Acceptance pursuant to which it became a party to this Agreement.

"Conduit Lender" means any Lender that is designated as a Conduit Lender in the Conduit Lender Supplement or in the Assignment and Acceptance pursuant to which it became a party to this Agreement, and any assignee of such Lender to the extent of the portion of its Commitment or Conduit Funding Limit assumed by such assignee pursuant to its respective Assignment and Acceptance.

"Conduit Lender Supplement" means the information substantially in the form set forth in Schedule A for each Conduit Lender, relating to payment and notice information, its CP Rate, its Conduit Funding Limit and, as applicable, the Commitment and related Committed Lender. Such information may be amended or otherwise modified from time to time by the Lenders

named therein, with, in the case of changes to the Commitment, Conduit Funding Limit and the definition of the CP Rate, the consent of the Borrower.

"Confidential Information" means any information with respect to any Tricolor Entity, their respective businesses, financial information or condition, the Obligors, the Receivables and the Serviced Portfolio and includes (i) information transmitted in written, oral, magnetic or any other medium, (ii) all copies and reproductions, in whole or in part, of such information and (iii) all summaries, analyses, compilations, studies, notes or other records which contain, reflect or are generated from such information; provided, that Confidential Information does not include, with respect to a Person, information that (a) was already known to such Person and such knowledge was not obtained from any other entity who was known by such Person to be subject to an obligation of confidentiality or otherwise prohibited from transmitting such information to such Person, (b) is or has become part of the public domain through no act or omission of such Person, (c) is or was lawfully disclosed to such Person without restriction on disclosure by a third party, (d) is or was developed independently by such Person or (e) is or was lawfully and independently provided to such Person prior to disclosure hereunder, from a third party who is not known by such Person to be subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Continued Errors" has the meaning given to such term in Section 7.09(e).

"Contract" means any retail installment sale contract or conditional sale contract executed by an Obligor for a Financed Vehicle under which an extension of credit by the applicable Originator has been made in the ordinary course of business to such Obligor, which is secured by the related Financed Vehicle in which the related Originator shall have been granted a security interest and, if the related Receivable is being financed pursuant to this Agreement, the Borrower acquires all right, title or interest from Tricolor pursuant to the Purchase Agreement.

"Contract File" means, with respect to each Contract, the original executed Contract, the original Certificate of Title or evidence that such Certificate of Title has been applied for, and the original endorsements or assignments showing the chain of ownership of such Contract.

"Contractual Obligation" means, with respect to any Person, any provision of any securities issued by such Person or any indenture, mortgage, deed of trust, contract, undertaking, agreement, instrument or other document to which such Person is a party or by which it or any of its property is bound or is subject.

"Corresponding Tenor" with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"CP Rate" means, with respect to a Conduit Lender, the rate identified as its "CP Rate" in the related Conduit Lender Supplement.

"Credit and Collection Policy" means, with respect to (i) the initial Servicer, the credit and collection policies of the Servicer, as revised from time to time in accordance with this Agreement and as attached hereto as Exhibit C, or (ii) any Successor Servicer, the customary credit and collection policies of such Successor Servicer.

"Credit Facility" means any committed loan facility, line of credit, letter of credit and other form of credit enhancement available to a Conduit Lender that is not a Liquidity Facility.

"Credit Provider" means any bank or other financial institution providing a Credit Facility or Liquidity Facility, and any holding company in respect of any such bank or financial institution.

"Credit Tier" means an underwriting tier ranging from A+ to E established as part of Tricolor's proprietary underwriting system.

"Cured" means, with respect to a Step-Up Credit Enhancement Trigger Event, that as of the last day of three consecutive Collection Periods after the occurrence of such Step-Up Credit Enhancement Trigger Event, the event giving rise to such Step-Up Credit Enhancement Trigger Event has not occurred and no other Step-Up Credit Enhancement Trigger Event has occurred and is continuing.

"Cutoff Date" means, with respect to Receivables transferred to the Borrower on a Funding Date, the date as shall be identified as the Cutoff Date in the related Funding Request; provided, that such date shall be no earlier than ten days prior to the proposed Funding Date.

"Daily Simple SOFR" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for business loans; provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the it, then the Administrative Agent may establish another convention in its reasonable discretion.

"Debt Service Coverage Ratio" means, with respect to any period, the percentage equivalent of a fraction (i) the numerator of which equals interest payments and amortizing payments on Indebtedness and any dividends or distributions on the preferred stock of Tricolor Holdings and its Subsidiaries, including PIK or "payment in kind" interest, made during such period, but excluding any payments on inventory financing facilities or structured warehouse and securitization facilities of Tricolor Holdings and its Subsidiaries, made during such period and (ii) the denominator of which equals the total Operating Income for Tricolor Holdings for such period.

"Default Rate" means a per annum rate equal to the Alternate Base Rate plus 4.25%.

"Defaulted Receivable" means any Receivable or Serviced Portfolio Receivable (i) with respect to which 10% or more of any Scheduled Payment remains unpaid for 120 days or more from its original due date as of the last day of the most recent Collection Period, (ii) with respect to which the related Financed Vehicle has been repossessed and the Servicer has either liquidated such Financed Vehicle or held such Financed Vehicle in its inventory for more than 90 days as

of the last day of the most recent Collection Period, (iii) which has been or should otherwise be charged-off or is deemed uncollectible by the Servicer in accordance with the Credit and Collection Policy or (iv) the Obligor is the subject of an Insolvency Proceeding.

"Delinquency Ratio" means, with respect to any Collection Period, the percentage equivalent of a fraction, (i) the numerator of which is equal to the aggregate Principal Balance of all Delinquent Receivables as of the last day of such Collection Period and (ii) the denominator of which is equal to the aggregate Principal Balance of the Receivables as of the last day of such Collection Period.

"Delinquent Receivable" means any Receivable or Serviced Portfolio Receivable, other than a Defaulted Receivable, with respect to which the greater of (i) 10% of any Scheduled Payment or (ii) $50.00 is more than 60 days past due.

"Derivative" means any (i) exchange-traded or over-the-counter forward, future, option, swap, cap, collar, floor or foreign exchange contract or any combination of the foregoing, whether for physical delivery or cash settlement, relating to any interest rate, interest rate index, currency, currency exchange rate, currency exchange rate index, debt instrument, debt price, debt index, depository instrument, depository price, depository index, equity instrument, equity price, equity index, commodity, commodity price or commodity index, (ii) similar transaction, contract, instrument, undertaking or security or (iii) transaction, contract, instrument, undertaking or security containing any of the foregoing.

"Dissenting Lender" means a Non-Extending Lender from the date of its refusal notice or the Commitment Termination Date.

"Dodd-Frank Act" means The Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub.L. 111-203, H.R. 4173), including all requests, rules, guideline, regulations and directives thereunder.

"Dollars" or "$" means the lawful currency of the United States.

"Drawn Liquidity Rate" shall have the meaning set forth in the Fee Letter.

"DTI" means, with respect to any Obligor and the related Contract, the ratio (expressed as a percentage) of (i) the sum of (a) all pre-existing monthly payment of all outstanding debt obligations of such Obligor as reported by a credit bureau and (b) the related Scheduled Payment to (ii) such Obligor's reported gross monthly income, in each case as of the date of origination of such Contract.

"Early Adoption Increased Costs" means charges or compensation related to any measures instituted by an Affected Party in anticipation of a Regulatory Requirement (including the imposition of internal charges on such Affected Party's interests or obligations under this Agreement), in advance of the effective date of such Regulatory Requirement.

"Early Opt-in Election" means, if the then-current Benchmark is the LIBO Rate, the occurrence of:

(i) a notification by the Administrative Agent to (or the request by the Borrower to the Administrative Agent to notify) each of the other parties hereto that at least five currently outstanding Dollar-denominated syndicated credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate (and such syndicated credit facilities are identified in such notice and are publicly available for review); and

(ii) the joint election by the Administrative Agent and the Borrower to trigger a fallback from LIBO Rate and the provision by the Administrative Agent of written notice of such election to the Lenders.

"ECP Control Date" means the first date on which the aggregate Principal Balance of Eligible Receivables constituting Electronic Chattel Paper exceeds an amount equal to the product of 10.0% and the Eligible Pool Balance.

"Election Period" means the 30-day period following the date of a request for an extension pursuant to Section 2.04(d).

"Electronic Chattel Paper" means "electronic chattel paper" under and as defined in Article 9 of the relevant UCC.

"Eligible Assignee" means a Person who is (i) a multi-seller commercial paper conduit or an Affiliate of a Lender, an Agent or the Administrative Agent, or (ii)(a) acceptable to the Agent relating to the portion of the Commitment and/or Loans Outstanding being assigned, and (b) prior to the automatic occurrence or declaration of the occurrence of the Amortization Date pursuant to Section 10.01(b), consented to by the Borrower (which consent shall not be unreasonably withheld, delayed or conditioned).

"Eligible FICO® Score Receivables" means Eligible Receivables for which the related Obligors had a non-zero FICO® Score at the time of origination of the related Contract.

"Eligible Pool Balance" means, on any date of determination, the sum of the Principal Balances of all of the Receivables (or if indicated by the context, a specified portion of the Receivables) that are Eligible Receivables as of the last day of the most recently ended Collection Period or the related Cutoff Dates, as indicated by the context, in each case as reduced in accordance with Section 5.06.

"Eligible Receivable" means, as of any date of determination, any Receivable (i) for which the related Contract File is in the possession of the Collateral Custodian after delivery thereof to the Collateral Custodian in accordance with Section 9.06, or with respect to any portion of such Contract File that constitutes Electronic Chattel Paper, is under the "control" (within the meaning of Section 9-105 of the UCC) of Tricolor (on behalf of the Secured Parties), (ii) which is identified on the Schedule of Receivables delivered by the Borrower to the Administrative Agent as part of a Funding Request and (iii) which satisfies the eligibility requirements set forth on Schedule B.

"Entitlement Order" means, an "entitlement order" as defined in Section 8-102(a)(8) of the UCC.

"Equity Interests" means, as to any Person, all of the (i) shares of capital stock of (or other ownership or profit interests in) such Person, (ii) warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, (iii) securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and (iv) other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"ERISA" means the Employee Retirement Income Security Act of 1974, and the regulations promulgated and rulings issued thereunder.

"ERISA Affiliate" means (i) any corporation which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as the Borrower, (ii) a trade or business (whether or not incorporated) under common control (within the meaning of Section 414(c) of the Code) with the Borrower or (iii) a member of the same affiliated service group (within the meaning of Section 414(m) of the Code) as the Borrower, any corporation described in clause (i) above or any trade or business described in clause (ii) above.

"Errors" has the meaning given to such term in Section 7.09(e).

"Eurodollars" means deposits in Dollars held in financial institutions outside of the United States.

"Excess Concentration Amounts" means, as of any date of determination, the sum, without duplication, of the following amounts:

(i) the excess of (a) the aggregate Principal Balance of all Eligible Receivables as to which the related Obligors were residents of the State of Texas on the dates of origination of the related Receivables over (b) an amount equal to the product of 80.0% and the Eligible Pool Balance;

(ii) the excess of (a) the aggregate Principal Balance of all Eligible Receivables as to which the related Obligors were residents of the State of California on the dates of origination of the related Receivables over (ii) an amount equal to the product of 40.0% and the Eligible Pool Balance;

(iii) the excess of (a) the aggregate Principal Balance of all Eligible Receivables originated at any single Originator dealership over (b) an amount equal to the product of 10.0% and the Eligible Pool Balance;

(iv) the excess of (a) the aggregate Principal Balance of all Eligible Receivables as to which the related Obligors were residents of any single State other than

the States of Texas and California on the dates of origination of the related Receivables over (b) an amount equal to the product of 10.0% and the Eligible Pool Balance;

(v) the excess of (a) the aggregate Principal Balance of all Eligible Receivables as to which the LTV Ratio as of the dates of origination of the related Receivables was greater than 140% over (b) an amount equal to the product of 32.5% and the Eligible Pool Balance;

(vi) the excess of (a) the aggregate Principal Balance of all Eligible Receivables as to which the related Obligors had no FICO® Score, a missing FICO® Score or a FICO® Score of zero as of the dates of origination of the related Receivables over (b) an amount equal to the product of 60.0% and the Eligible Pool Balance;

(vii) the excess of (a) the aggregate Principal Balance of all Eligible Receivables as to which the related Obligors had a FICO® Score of less than 500 as of the dates of origination of the related Receivables (excluding Obligors that had no FICO® Score, a missing FICO® Score or a FICO® Score of zero as of the dates of origination) over (b) an amount equal to the product of 10.0% and the Eligible Pool Balance;

(viii) the excess of (a) the aggregate Principal Balance of all Eligible Receivables as to which the related Obligors were assigned a Credit Tier of "E" as of the dates of origination of the related Receivables over (b) an amount equal to the product of 2.5% and the Eligible Pool Balance;

(ix) the excess of (a) the aggregate Principal Balance of all Eligible Receivables as to which the related Obligors were assigned a Credit Tier of "D" or "E" as of the dates of origination of the related Receivables over (b) an amount equal to the product of 5.0% and the Eligible Pool Balance;

(x) the excess of (a) the aggregate Principal Balance of all Eligible Receivables as to which the related Obligors were assigned a Credit Tier lower than "B" as of the dates of origination of the related Receivables over (b) an amount equal to the product of 35.0% and the Eligible Pool Balance;

(xi) the excess of (a) the aggregate Principal Balance of all Eligible Receivables as to which, as of the dates of origination of the related Receivables, the related Obligors were resident at the mailing address specified in the related application for credit for less than 12 months over (b) an amount equal to the product of 12.5% and the Eligible Pool Balance;

(xii) the excess of (a) the aggregate Principal Balance of all Eligible Receivables originated under the Ganas Ya! brand as of the dates of origination of the related Receivables over (b) an amount equal to the product of 10.0% and the Eligible Pool Balance;

(xiii) the excess of (a) the aggregate Principal Balance of all Eligible Receivables originated under the Ride Now brand as of the dates of origination of the

related Receivables over (b) an amount equal to the product of 1.0% and the Eligible Pool Balance;

(xiv) the excess of (a) the aggregate Principal Balance of all Eligible Receivables as to which the gross monthly income of the related Obligors was less than $2,000 as of the dates of origination of the related Receivables over (b) an amount equal to the product of 5.0% and the Eligible Pool Balance;

(xv) the excess of (a) the aggregate Principal Balance of all Eligible Receivables as to which the original term to maturity of such Receivables was greater than 60 months as of the dates of origination of the related Receivables over (b) an amount equal to the product of 1.0% and the Eligible Pool Balance;

(xvi) the aggregate Principal Balance of the Eligible Receivables having LTV Ratios as of the dates of origination of such Receivables of higher than 135.0% that would need to be excluded from the Receivables that are Eligible Receivables on such date in order to cause the weighted average LTV Ratios (based on the current Principal Balance of such Eligible Receivables) of all remaining Eligible Receivables to be less than or equal to 135.0%;

(xvii) the aggregate Principal Balance of the Eligible Receivables having FICO® Scores at origination of less than 560 (excluding Obligors that had no FICO® Score, a missing FICO® Score or a FICO® Score of zero as of the dates of origination) that would need to be excluded from the Receivables that are Eligible Receivables on such date in order to cause the weighted average FICO® Score (based on the current Principal Balance of such Eligible Receivables) of all remaining Eligible Receivables (excluding Obligors that had no FICO® Score, a missing FICO® Score or a FICO® Score of zero as of the dates of origination) to be 560 or higher;

(xviii) the aggregate Principal Balance of the Eligible Receivables as to which the gross monthly incomes of the related Obligors were less than $3,750 as of the dates of origination of the related Receivables that would need to be excluded from the Receivables that are Eligible Receivables on such date in order to cause the weighted average gross monthly income of the related Obligors of all remaining Eligible Receivables (based on the current Principal Balance of such Eligible Receivables) to be greater than $3,750;

(xix) the aggregate Principal Balance of the Eligible Receivables as to which the PTI as of the dates of origination of the related Receivables was higher than 17.0% that would need to be excluded from the Receivables that are Eligible Receivables on such date in order to cause the weighted average PTI (based on the current Principal Balance of such Eligible Receivables) for all remaining Eligible Receivables to be less than or equal to 17.0%;

(xx) the aggregate Principal Balance of the Eligible Receivables as to which the DTI of the related Obligor and Contract as of the dates of origination of the related Receivables was higher than 32.5% that would need to be excluded from the Receivables

that are Eligible Receivables on such date in order to cause the weighted average DTI (based on the current Principal Balance of such Eligible Receivables) of the related Obligor and Contract for all remaining Eligible Receivables to be less than or equal to 32.5%; and

(xxi) prior to the ECP Control Date, the excess of (a) the aggregate Principal Balance of all Eligible Receivables as to which the related Contracts constitute Electronic Chattel Paper over (b) an amount equal to the product of 10.0% and the Eligible Pool Balance.

"Excess Spread Percentage" means, as of any date of determination, a percentage (which may be a negative percentage) equal to (i) the Weighted Average APR of all Receivables as of such date, minus (ii) the sum of (a) the Servicing Fee Rate, (b) the Usage Fee Rate, (c) the Backup Servicing Fee Rate, (d) the Collateral Custodian Fee Rate and (e) the weighted average (weighted based on notional amount) of the interest rate cap rates with respect to all Hedge Transactions as of such date.

"Exchange Act" means the Securities Exchange Act of 1934.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (i) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (a) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (b) that are Other Connection Taxes, (ii) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (a) such Lender acquires such interest in the Loan or Commitment or (b) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.13, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (iii) Taxes attributable to such Recipient's failure to comply with Section 2.13(g) and (iv) any withholding Taxes imposed under FATCA.

"Extended Receivable" means any Receivable or Serviced Portfolio Receivable for which an extension or payment deferment was made in accordance with the Servicer's extension policy contained in the Credit and Collection Policy.

"Extension Ratio" means, with respect to any Collection Period, the percentage equivalent of a fraction, (i) the numerator of which is the aggregate number of Receivables that became Extended Receivables during such Collection Period and (ii) the denominator of which is the aggregate number of Receivables on the last day of such Collection Period.

"Facility Termination Date" means the date following the Amortization Date on which the Aggregate Unpaids have been indefeasibly paid in full.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"FCA" means Flexi Compras Autos, LLC.

"FCA Transfer Agreement" means the Transfer Agreement, dated as of the Closing Date, between FCA and Tricolor.

"Federal Funds Effective Rate" means, for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depositary institutions, as determined in such manner as shall be set forth on the NYFRB's Website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; provided, that if the Federal Funds Effective Rate as so determined would be less than 0%, such rate shall be deemed to be 0% for the purposes of this Agreement.

"Federal Reserve Bank of New York's Website" means the website of the NYFRB at http://www.newyorkfed.org, or any successor source.

"Federal Reserve Board" means the Board of Governors of the Federal Reserve System.

"Fee Letter" means the fee letter, dated as of November 13, 2020, among the Borrower, the Servicer, the Administrative Agent and the Agents, setting forth, among other things, the Upfront Fees, the Unused Fee Rate, the Drawn Liquidity Rate and the Usage Fee Rate.

"FICO® Score" means a credit score for each Obligor as provided by Fair Isaac Corporation, measured as of the date of origination of the related Receivable.

"Financed Vehicle" means, with respect to a Receivable or Serviced Portfolio Receivable, any new or used automobile, light-duty truck, minivan, sport utility vehicle, motorcycle or other passenger vehicle, together with all accessions thereto, securing the related Obligor's Indebtedness thereunder.

"Floor" means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the LIBO Rate.

"Force Majeure Event" means an act of God or the public enemy, acts of declared or undeclared war (including acts of terrorism), public disorder, rebellion or sabotage, epidemics, landslides, lightening, fire, hurricanes, earthquakes, floods or similar causes.

"Foreign Lender" means a Lender that is not a U.S. Person.

"Formation Documents" means, with respect to any Tricolor Entity, its Certificate of Formation and the Operating Agreement.

"Funding Date" means each Business Day during the Revolving Period on which a Loan is made and Receivables are added to the Collateral in connection with such Loan.

"Funding Request" means a written notice from the Borrower requesting a Loan and including the items required by Section 2.01(a)(i), substantially in the form of Exhibit A.

"GAAP" means generally accepted accounting principles as in effect from time to time in the United States; provided, that with respect to generally accepted accounting principles related to the determination of the carrying value of finance receivables (and corresponding balance sheet and income statement entries, including members' equity or net worth affected directly thereby) such principles as in effect as of either (i) the Closing Date or (ii) the applicable date of determination.

"Governmental Authority" means, with respect to any Person, any nation or government, any State or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, any central bank or comparable agency and any court or arbitrator having jurisdiction over such Person.

"Hedge Collateral" means all of the rights of the Borrower, whether now existing or hereafter acquired, in and to all Hedging Agreements, Hedge Transactions and all present and future amounts payable by all Hedge Counterparties to the Borrower under or in connection with such Hedging Agreements and Hedge Transactions with such Hedge Counterparties.

"Hedge Counterparty" means any entity that on the date of entering into any Hedge Transaction is either (i) JPMorgan or (ii) an interest rate swap dealer whose debt ratings satisfy the Long-Term Rating Requirement and the Short-Term Rating Requirement. Each Hedge Counterparty must consent to the assignment of the Borrower's rights under the Hedging Agreement to the Administrative Agent pursuant to Section 6.03(b).

"Hedge Counterparty Collateral Account" means a segregated trust account established by the Collateral Custodian or Administrative Agent for the benefit of the Lenders and the other Secured Parties, in which cash or other types of collateral permitted to be posted by the Hedge Counterparty to the Borrower under a Hedging Agreement shall be deposited.

"Hedge Transaction" means each interest rate cap transaction between the Borrower and a Hedge Counterparty entered into pursuant to Section 6.03(a) that is governed by a Hedging Agreement.

"Hedging Agreement" means each ISDA Master Agreement between the Borrower and a Hedge Counterparty which governs one or more Hedge Transactions entered into pursuant to Section 6.03(a), together with a "Schedule" thereto and each "Confirmation" thereunder confirming the specific terms of each such Hedge Transaction, which agreement shall be in form and substance satisfactory to the Required Lenders.

"Indebtedness" means, with respect to any Person and any day, without duplication, (i) all indebtedness of such Person for borrowed money, including subordinated indebtedness, (ii) all obligations of such Person representing the deferred purchase price of property other than accounts payable arising in the ordinary course of such Person's business on terms customary in the trade, (iii) all obligations of such Person, whether or not assumed, secured by liens or payable out of the proceeds or products of property now or hereafter owned or acquired by such Person, (iv) all obligations of such Person which are evidenced by Loans, acceptances (including bankers acceptances), or other instruments, (v) all reimbursement obligations of such Person with respect to any letters of credit and (vi) all amounts of such Person owing or to become owing in connection with clauses (i) through (v) above. For the avoidance of doubt, Preferred Equity will be classified as Indebtedness.

"Indemnified Amounts" has the meaning given to such term in Section 11.01.

"Indemnified Parties" has the meaning given to such term in Section 11.01.

"Indemnified Taxes" means (i) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Basic Document and (ii) to the extent not otherwise described in clause (i) above, Other Taxes.

"Independent Director" shall mean a member of the Board of Directors of the Borrower who (i) (a) shall not have been at the time of such Person's appointment or at any time during the preceding five years, and shall not be as long as such Person is a director of the Borrower, (1) a director, officer, employee, partner, shareholder, member, manager or Affiliate of any of the following Persons (collectively, the "Independent Parties"): Tricolor Holdings or any of its Subsidiaries or Affiliates (other than the Seller) (provided that such Person may also have acted as an independent director for such Subsidiary or Affiliate), (2) a supplier to any of the Independent Parties, (3) a Person controlling or under common control with any partner, shareholder, member, manager, Affiliate or supplier of any of the Independent Parties or (4) a member of the immediate family of any director, officer, employee, partner, shareholder, member, manager, Affiliate or supplier of any of the Independent Parties, (b) has prior experience as an independent director or manager for a corporation or limited liability company whose charter documents required the unanimous consent of all independent directors or managers thereof before such corporation or limited liability company could consent to the institution of bankruptcy or insolvency proceedings against it or could file a petition seeking relief under any applicable federal or State law relating to bankruptcy and (c) has at least three years of employment experience with one or more entities that provide, in the ordinary course of their respective businesses, advisory, management or placement services to issuers of securitization or structured finance instruments, agreements or securities or (ii) has been approved in writing by the Administrative Agent and the Agents.

"Ineligible Receivable" means a Receivable that is not an Eligible Receivable.

"Initial Loan" means the first Loan made on or after the Closing Date.

"Initial Receivables" means Receivables that are included as part of the Collateral in connection with the Initial Loan.

"Insolvency Event" means, with respect to any Person:

(i) such Person shall fail generally to pay its debts as they come due, or shall make a general assignment for the benefit of creditors, or any case or other proceeding shall be instituted by such Person seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, reorganization, debt arrangement, dissolution, winding up, or composition or readjustment of debts of it or its debts under any Insolvency Laws, or seeking the entry of an order for relief or the appointment of a trustee, receiver, custodian, liquidator, assignee, sequestrator or the like for such Person or all or substantially all of its assets under any such Insolvency Law or such Person shall take any corporate or limited liability company action to authorize any of such actions; or

(ii) a case or other proceeding shall be commenced, without the application or consent of such Person in any court seeking the liquidation, reorganization, debt arrangement, dissolution, winding up or composition or readjustment of debts of such Person, the appointment of a trustee, receiver, custodian, liquidator, assignee, sequestrator or the like for such Person or all or substantially all of its assets, or any similar action with respect to such Person under any Insolvency Law, and (a) such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of 60 consecutive days or (b) an order for relief in respect of such Person shall be entered in such case or proceeding or a decree or order granting such other requested relief shall be entered.

"Insolvency Laws" means the Bankruptcy Code and all other applicable liquidation, conservatorship, bankruptcy, moratorium, arrangement, rearrangement, receivership, insolvency, reorganization, suspension of payments, marshaling of assets and liabilities or similar debtor relief laws from time to time in effect affecting the rights of creditors generally.

"Insolvency Proceeding" means, with respect to any Person, any bankruptcy, insolvency, arrangement, rearrangement, conservatorship, moratorium, suspension of payments, readjustment of debt, reorganization, receivership, liquidation, marshaling of assets and liabilities or similar proceeding of or relating to such Person under any Insolvency Laws.

"Instrument" means any "instrument" (as defined in Article 9 of the UCC), other than an instrument that constitutes part of chattel paper.

"Insurance Policy" means, with respect to any Receivable or Serviced Portfolio Receivable, (i) an insurance policy covering physical damage to or loss of the related Financed Vehicle or (ii) any lender's single interest, credit life, disability, hospitalization and similar insurance policies with respect to the related Obligor.

"Insurance Proceeds" means any amounts payable or any payments made under any Insurance Policy.

"Interest" means, for any Interest Period and each Loan outstanding during such Interest Period, the sum for each day during such Interest Period of the following:

IR x PA/CB

where:

IR = the Interest Rate applicable to such Loan on such day;

PA = the Principal Amount of such Loan on such day; and

CB = in the case of (i) a Loan as to which the applicable Interest Rate is the Prime Rate, 365 and (ii) any other Loan, 360;

provided, that (i) no provision of this Agreement shall require or permit the collection of Interest in excess of the Maximum Lawful Rate and (ii) Interest shall not be considered paid by any distribution if at any time such distribution is rescinded or must otherwise be returned for any reason.

"Interest Period" means a Collection Period, except for the first Interest Period, which will begin on the Closing Date and end on the last day of the month preceding the first Payment Date; provided, however, that any Interest Period that commences before the Facility Amortization Date that would otherwise end after the Facility Termination Date shall end on the Facility Termination Date.

"Interest Rate" means, with respect to any Loan (or portion thereof) on any day:

(i) if such Loan (or portion thereof) is funded or maintained by a Conduit Lender by issuing Commercial Paper Notes, the CP Rate for such Conduit Lender on such day; or

(ii) otherwise, the sum of (a) the Adjusted LIBO Rate on such day, plus (b) the Drawn Liquidity Rate;

provided, that (A) during the continuation of any event described in Section 2.11(a), the "Interest Rate" applicable under clause (b)(i) shall be the rate determined pursuant to Section 2.11(a) and (B) on each day following the occurrence of a Termination Event, the Interest Rate for each Loan (or portion thereof) shall be a rate per annum equal to the Default Rate.

"Invested Percentage" means, with respect to a Lender on any day, the percentage equivalent of (i) an amount equal to (a) the sum of (1) the portion of the Loans Outstanding funded by such Lender on or prior to such day, plus, without duplication, (2) any portion of the Loans Outstanding acquired by such Lender on or prior to such day as an assignee from another Lender pursuant to an Assignment and Acceptance, minus (b) any portion of the Loans Outstanding assigned by such Lender to an assignee on or prior to such day pursuant to an Assignment and Acceptance, divided by (ii) the Loans Outstanding on such day. Notwithstanding the foregoing, so long as any Lender has failed to fund any portion of a Lender Advance with respect to any Funding Date, such unfunded amount shall not be included in the calculation of the Invested Percentage for such Lender unless and until such amount has been funded by such Lender.

"Investment" means, with respect to any Person, any direct or indirect loan, advance or investment by such Person in any other Person, whether by means of share purchase, capital contribution, loan or otherwise, and excluding commission, travel and similar advances to officers, employees and directors made in the ordinary course of business.

"Investment Company Act" means the Investment Company Act of 1940.

"IRS" means the U.S. Internal Revenue Service.

"ISDA Definitions" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc., as amended or supplemented from time to time, or any successor thereto, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc., or any successor thereto.

"JPMorgan" means JPMorgan Chase Bank, N.A.

"Key Man Event" means Daniel Chu (i) shall cease to be employed by Tricolor as its chief executive officer for any reason, including termination, resignation, retirement or death, (ii) is not directly involved in the day-to-day operations of Tricolor or (iii) shall suffer a permanent disability that renders him unable to carry out his duties as an employee of Tricolor as such duties existed prior to suffering such permanent disability and a replacement reasonably satisfactory to Administrative Agent is not employed or appointed within 45 days of such occurrence.

"KLDL Letter Agreement" means that certain letter agreement, dated as of the Closing Date, among KLDL, LLC, Tricolor, the Borrower and the Administrative Agent.

"Lender" means a Conduit Lender or a Committed Lender, as indicated by the context, and "Lenders" means, collectively, all of the foregoing Persons.

"Lender Advance" means, with respect to a Lender, its Lender Percentage of the Principal Amount of a particular Loan to be made to the Borrower on a Funding Date.

"Lender Group" means each group of Lenders consisting of (i) a Committed Lender, (ii) an Agent and (iii) one or more Conduit Lenders, if any. As of the Closing Date, the only Lender Group is the Lender Group consisting of (i) JPMorgan, in its capacity as Agent, (ii) JPMorgan, as Committed Lender and (iii) Chariot Funding LLC, as Conduit Lender.

"Lender Percentage" means, as of any date of determination (i) prior to the Amortization Date, with respect to a (a) a Lender, its Commitment or Conduit Funding Limit on such date as a percentage of the Aggregate Commitment on such date or (b) a Lender Group, the aggregate Commitment of the Committed Lenders in such Lender Group on such date as a percentage of the Aggregate Commitment on such date or (ii) on or after the Amortization Date, with respect to (a) a Lender, the portion of the Loans Outstanding funded or maintained by such Lender on such date as a percentage of the Loans Outstanding on such date or (b) a Lender Group, the portion of the Loans Outstanding funded or maintained by the Lenders in such Lender Group on such date as a percentage of the Loans Outstanding on such date.

"Lender Register" has the meaning given to such term in Section 13.01(d).

"Lender's Account" means the account or accounts identified by each Lender to the Borrower as its Lender's Account hereunder.

"LIBO Rate" means, for any day, a rate per annum equal to the 90-day London-Interbank Offered Rate appearing on the Bloomberg ICE (Intercontinental Exchange) Benchmark Administration Page (or on any successor or substitute page of such service, providing rate quotations comparable to those currently provided on such page of such service, as determined by the related Agent in its reasonable discretion at approximately 11:00 a.m. (London time) on such day or, if such day is not a LIBOR Business Day, the immediately preceding LIBOR Business Day; provided, that if such rate shall be less than 0.00%, the LIBO Rate shall be deemed to be 0.00% for the purposes of this Agreement.

"LIBOR Business Day" means any day of the year other than a Saturday, Sunday or any day on which banking institutions in New York, New York or London, England generally are required or authorized to be closed.

"Lien" means any mortgage, lien, pledge, charge, claim, security interest or encumbrance of any kind.

"Liquidation Proceeds" means, with respect to any Collection Period and any Defaulted Receivable, the amount (which shall not be less than zero) received by the Servicer and deposited into the Collection Account after a Receivable becomes a Defaulted Receivable, in connection with the attempted realization of the full amounts due or to become due under such Receivable, whether from the sale or other disposition of the related Financed Vehicle, the proceeds of repossession or any collection effort, the proceeds of recourse or similar payments payable under the related Receivable, receipt of Insurance Proceeds or otherwise, net of any reasonable out-of-pocket expenses (exclusive of overhead) incurred by the Servicer with respect to the collection and enforcement of such Receivable, in each case to the extent not previously reimbursed to the Servicer.

"Liquidity Facility" means any committed loan or purchase facility, line of credit, backup purchase or other financial accommodation available to a Conduit Lender to support the liquidity of its Commercial Paper Notes.

"Loan" has the meaning given to such term in Section 2.01(a).

"Loans Outstanding" means, on any day, the aggregate Principal Amount of all Loans made on or prior to such day, reduced from time to time by payments and distributions to the Lenders in respect of principal of such Loans in accordance with the terms hereof; provided, however, that any such principal shall not be considered paid by any distribution if at any time such distribution is rescinded or must otherwise be returned for any reason.

"Long-Term Rating Requirement" means, with respect to any Person, that such Person has a long-term unsecured debt rating of not less than "A-" by Standard & Poor's and not less than "A3" by Moody's.

"LTV Ratio" means, with respect to any Receivable, the ratio (expressed as a percentage) of (i) the Amount Financed of such Receivable to (ii) the sales price of the related Financed Vehicle at the date of origination, as determined in accordance with the Credit and Collection Policy.

"Master Collection Account" means the deposit account into which Collections are deposited in accordance with the Master Collection Account Agreement.

"Master Collection Account Agreement" means that certain Deposit Account Control Agreement (Access Restricted after Notice), dated as of the Closing Date among the Master Collection Account Bank, Tricolor and the Administrative Agent.

"Master Collection Account Bank" means Wells Fargo Bank, National Association.

"Material Adverse Effect" means, with respect to any Person and to any event or circumstance, a material adverse effect on (i) the business, condition (financial or otherwise), operations, performance, properties or prospects of such Person, taken as a whole, (ii) the validity, enforceability or collectability of this Agreement or any other Basic Document or the validity, enforceability or collectability of a material portion of (a) the Contracts (taken as a whole), (b) the collectability of the Receivables (taken as a whole) or (c) any other Collateral (taken as a whole), (iii) the rights and remedies of the Secured Parties under the Basic Documents, (iv) the ability of such Person to perform its obligations under this Agreement or any other Basic Document to which it is a party or (v) the status, existence, perfection, priority or enforceability of the interest of the Administrative Agent or the Lenders in the Collateral.

"Maturity Date" means the earlier of (i) the Payment Date that occurs in the 78th month after the beginning of the Amortization Period and (ii) the Payment Date that occurs in the 78th month after the Commitment Termination Date.

"Maximum Lawful Rate" means the highest rate of interest permissible under Applicable Law.

"Minimum Excess Spread Percentage" means 9.0%

"Monthly Backup Servicer Certificate" means a monthly report of the Backup Servicer, in substantially the form of Exhibit G.

"Monthly Interest and Fees" means, with respect to any Payment Date, the sum of (i) Interest for such Payment Date and (ii) all accrued and unpaid Usage Fees and Unused Fees for such Payment Date, together with any accrued and unpaid Interest, Usage Fees and Unused Fees from prior Payment Dates.

"Monthly Principal Payment Amount" means, with respect to any Payment Date:

(i) prior to the Amortization Date, the lesser of (a) the amount, if any, necessary to reduce the Loans Outstanding to an amount such that no Borrowing Base Deficiency shall exist on the related Payment Date after giving effect to such principal

reduction and (b) the amount of Available Funds remaining after the payment on such Payment Date of the amounts specified in clauses (i) through (iii) of Section 2.07; or

(ii) on or after the Amortization Date, the lesser of (a) the amount necessary to reduce the Loans Outstanding to zero and (b) the amount of Available Funds remaining after the payment on such Payment Date of the amounts specified in clauses (i) through (iii) of Section 2.07.

"Monthly Report" means a monthly statement of the Servicer delivered pursuant to Section 7.06(a) on each Reporting Date with respect to the related Collection Period, substantially in the form of Exhibit E.

"Moody's" means Moody's Investors Service, Inc.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA which is or was at any time during the current year or the immediately preceding five years contributed to by the Borrower, Tricolor or any of their respective ERISA Affiliates on behalf of their employees.

"Net Eligible Pool Balance" means, as of any date of determination, (i) the sum of (a) the Eligible Pool Balance of the Receivables as of the last day of the most recent Collection Period (or as of such date of determination if such date is the last day of a Collection Period) and (b) the aggregate Principal Balance of all Eligible Receivables added to the Collateral during the period commencing on the last day of such Collection Period and ending on such date of determination, as of their related Cutoff Dates, minus (ii) without duplication, the sum of (a) the Excess Concentration Amount as of such date of determination and (b) the aggregate Principal Balance of Delinquent Receivables as of such date of determination.

"Net Income" means, with respect to Tricolor Holdings and its consolidated Subsidiaries in accordance with GAAP and any period, revenue less cost of goods sold, selling, general and administrative expenses, operating expenses, depreciation and amortization, interest, taxes and other and non-recurring expenses.

"Net Loss-to-Liquidation Ratio" means, with respect to any Collection Period, the ratio, expressed as a percentage, of (i) (a) the aggregate Principal Balance of all Receivables that became Defaulted Receivables during such Collection Period, minus (b) the aggregate Liquidation Proceeds received in respect of all Defaulted Receivables during such Collection Period divided by (ii) the sum of (a) the aggregate Principal Balance of all Receivables that became Defaulted Receivables during such Collection Period and (b) the aggregate amount of all Collections in respect of principal on the Receivables during such Collection Period.

"Non-Extending Lender" means, after its respective Commitment Termination Date, each Committed Lender that has declined to extend its Commitment Termination Date in accordance with Section 2.04, to the extent not replaced pursuant to Section 2.04(e).

"Non-U.S. Lender" means a Lender that is not a United States person as defined in Code Section 7701(a)(30).

"Notice of Exclusive Control" means a written notice substantially in the form of Exhibit J.

"NYFRB" means the Federal Reserve Bank of New York.

"NYFRB Rate" means, for any day, the greatest of (i) the Federal Funds Effective Rate in effect on such day and (ii) the Overnight Bank Funding Rate in effect on such day (or if such day that is not a Business Day, for the immediately preceding Business Day); provided, that if neither of the rates in clauses (i) and (ii) above are published for any day that is a Business Day, such clauses (i) and (ii) shall be replaced with the rate for a federal funds transaction quoted at 11:00 a.m. (New York, New York time) on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined be less than 0%, such rate shall be deemed to be 0% for purposes of this Agreement.

"Obligations" means all loans, advances, debts, liabilities, indemnities and obligations for monetary amounts owing by the Borrower to the Secured Parties, the Backup Servicer, the Account Bank or any of their respective assigns, as the case may be, whether due or to become due, matured or unmatured, liquidated or unliquidated, contingent or non-contingent and all covenants and duties regarding such amounts, of any kind or nature, present or future, arising under or in respect of any of the Loans, whether or not evidenced by any separate note, agreement or other instrument, including all principal, interest (including interest that accrues after the commencement against the Borrower of any action under the Bankruptcy Code), amounts payable pursuant to Section 2.12, 2.13, Breakage Costs, fees, including any and all arrangement fees, loan fees, Usage Fees, Unused Fees and any and all other fees, expenses, costs or other sums (including attorney fees and disbursements) chargeable to the Borrower under the Basic Documents.

"Obligor" means each Person obligated to make payments pursuant to a Receivable or Serviced Portfolio Receivable, including any guarantor thereof.

"OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control.

"Officer's Certificate" means with respect to any Person, a certificate signed by any officer or trustee of such Person, and delivered to the Administrative Agent or such other party hereto as indicated by the context.

"Operating Agreement" means, with respect to any Tricolor Entity, its limited liability company agreement.

"Operating Income" means, with respect to Tricolor Holdings and its consolidated Subsidiaries in accordance with GAAP and any period, the sum of (i) Net Income, (ii) consolidated interest expense, (iii) consolidated depreciation and amortization expense, (iv) consolidated income taxes and income tax expenses and (v) other non-cash and/or non-recurring charges.

"Opinion of Counsel" means, with respect to any Person, a written opinion of counsel, who is reasonably acceptable to the Administrative Agent (with the consent of the Required

Lenders) or, if such opinion of counsel is not addressed to the Administrative Agent, the addressee thereof.

"Originator" means TAG, TCAG, FCA, Tricolor or any other originator approved by the Administrative Agent.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Basic Document, or sold or assigned an interest in any Loan or Basic Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Basic Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

"Overnight Bank Funding Rate" means, for any day, the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the Federal Reserve Bank of New York's Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

"Partial Expiration Event" means the occurrence of the election of one or more Non-Extending Lenders after the Commitment Termination Date to not extend its Commitment, unless such Non-Extending Lender is replaced pursuant to Section 2.04(d) or unless the Amortization Date shall have occurred.

"Partial Expiration Event Amount" means the portion of Loans Outstanding payable in connection with a Partial Expiration Event.

"Participant Register" has the meaning given to such term in Section 13.01(f).

"Patriot Act" means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

"Payment Date" means the 15th day of each calendar month or, if any such day is not a Business Day, the next succeeding Business Day, commencing December 15, 2020.

"Pension Plan" means an "employee pension benefit plan," as such term is defined in Section 3 of ERISA, maintained by any Person or in which employees of such Person are entitled to participate, as from time to time in effect.

"Performance Guarantor" means Tricolor Holdings.

"Performance Guaranty" means the Performance Guaranty, dated as of the Closing Date, from Tricolor Holdings in favor of the Administrative Agent and the Agents.

"Permitted Investments" means any of the following types of investments:

(i) marketable obligations of the United States, the full and timely payment of which are backed by the full faith and credit of the United States and which have a maturity of not more than 270 days from the date of acquisition;

(ii) bankers' acceptances and certificates of deposit and other interest-bearing obligations (in each case having a maturity of not more than 270 days from the date of acquisition) denominated in Dollars and issued by any bank with capital, surplus and undivided profits aggregating at least $100,000,000, the short-term obligations of which meet or exceed the Short-Term Rating Requirement;

(iii) repurchase obligations with a term of not more than ten days for underlying securities of the types described in clauses (i) and (ii) above entered into with any bank of the type described in clause (ii) above;

(iv) commercial paper rated at least "A-1" by Standard & Poor's and "Prime-1" by Moody's;

(v) money market funds registered under the Investment Company Act having a rating, at the time of such investment, in the highest rating category by Moody's and by Standard & Poor's (including funds for which the Account Bank or any of its Affiliates is investment manager or advisor);

(vi) demand deposits, time deposits or certificates of deposit (having original maturities of no more than 365 days) of depository institutions or trust companies incorporated under the laws of the United States or any State (or domestic branches of any foreign bank) and subject to supervision and examination by federal or State banking or depository institution authorities; provided, however, that at the time such investment, or the commitment to make such investment, is entered into, the short-term debt rating of such depository institution or trust company shall meet or exceed the Short-Term Rating Requirement; and

(vii) any other investments approved in writing by the Administrative Agent with the consent of the Required Lenders and the consent of each Rating Agency then rating the Loans, if any.

"Permitted Liens" means (i) Liens in favor of the Borrower created pursuant to the Purchase Agreement, (ii) Liens in favor of the Administrative Agent, as agent for the Secured Parties created pursuant to this Agreement or any other Basic Document, (iii) Liens for taxes and assessments not yet due or for taxes which the Borrower is contesting in good faith and by appropriate legal proceedings the validity, applicability or amount thereof and such contest does not materially endanger any right or interest of the Secured Parties under the Basic Documents and (iv) Liens created pursuant to the Master Collection Account Agreement.

"Person" means an individual, partnership, corporation, limited liability company, joint stock company, trust (including a business or statutory trust), unincorporated association, sole proprietorship, joint venture, government (or any agency or political subdivision thereof) or other entity.

"Plan Event" means, with respect to any Person, the occurrence of any of the following: (i) a notice of intent to terminate such Person's Pension Plan has been filed, (ii) any of such Person's Pension Plans have been terminated under Section 4041(f) of ERISA, (iii) the Pension Benefit Guaranty Corporation institutes proceedings to terminate, or appoint a trustee to administer any of such Person's Pension Plans or (iv) the occurrence of an event or existence of any condition that might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any of such Person's Pension Plans.

"Pool Balance" means, as of any date of determination, the aggregate Principal Balance of all Receivables as of such date. Notwithstanding the foregoing, (i) the Principal Balance of a Defaulted Receivable will be zero as of the last day of the Collection Period during which it became a Defaulted Receivable and (ii) the Pool Balance of the Receivables will be reduced by the Principal Balance (as of the end of the most recent Collection Period) of each Ineligible Receivable, regardless of whether or not such Ineligible Receivable is required to be repurchased by the Borrower pursuant to Section 5.06.

"Power of Attorney" means a Power of Attorney of the Borrower appointing the Administrative Agent as its lawful attorney in accordance with Section 10.05, in substantially the form of Exhibit D.

"Preferred Equity" means (i) the Class B membership interests in Tricolor Holdings conveyed to various subscribers pursuant to the BlackRock Subscription Agreement and (ii) the outstanding loans made to the borrowers pursuant to the BlackRock Loan Agreement.

"Prime Rate" means, the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"Principal Amount" means, with respect to any Loan, the aggregate amount advanced by the Lenders on the related Funding Date in respect of such Loan.

"Principal Balance" means, for any Receivable as of any date of determination, the Amount Financed minus the sum of the following amounts, without duplication: (i) that portion of all Scheduled Payments actually received on or prior to such day allocable to principal using the Simple Interest Method, (ii) any payment of the Release Price with respect to such Receivable allocable to principal, (iii) any other non-cash credit or write-down of principal in respect of such Receivable and (iv) any prepayment in full or any partial prepayment applied in

reduction of principal of such Receivable. Notwithstanding the foregoing, (a) the Principal Balance of a Defaulted Receivable will be zero as of the last day of the Collection Period during which it became a Defaulted Receivable and (b) the Pool Balance of the Receivables will be reduced by the Principal Balance (as of the end of the most recent Collection Period) of each Ineligible Receivable, regardless of whether such Ineligible Receivable is required to be repurchased by the Borrower pursuant to Section 5.06.

"PTI" means, with respect to any Receivable, the ratio (expressed as a percentage) of (i) the aggregate amount of Scheduled Payments owed by the related Obligor pursuant to the related Contract during a calendar month to (ii) such Obligor's monthly income, in each case as of the date of origination of the related Contract.

"Purchase Agreement" means the Purchase Agreement, dated as of November 13, 2020, between Tricolor, as seller, and the Borrower, as purchaser, and each Transfer Agreement.

"Qualified Institution" means any depository institution or trust company organized under the laws of the United States or any State (or any domestic branch of a foreign bank), (i) (a) that meets either the Long-Term Rating Requirement or the Short-Term Rating Requirement and (b) is otherwise acceptable to the Administrative Agent and (ii) whose deposits are insured by the Federal Deposit Insurance Corporation.

"Quarterly Data" means a data tape, which shall include as to each Receivable such information as shall be agreed upon by the Administrative Agent, the Agents and the Servicer, including such information as the Administrative Agent or an Agent may reasonably request from time to time to satisfy or fulfill regulatory requirements applicable to the Secured Parties or the Lenders in the related Lender Group, as the case may be, including capital treatment under Basel II or Basel III.

"Rating Agency" means any nationally recognized statistical ratings organization acceptable to the Required Lenders.

"Rating Request" means a written request by an Agent to the Borrower and the Servicer, stating that such Agent intends to request that a Rating Agency publicly issue a rating of at least the Required Rating to the transactions contemplated by this Agreement.

"Receivable" means Indebtedness owed to an Originator or the Seller by an Obligor under a Contract and the obligation of an Obligor and associated right of payment evidenced thereby secured by a first priority security interest in a Financed Vehicle that was originated by an Originator and subsequently sold or otherwise transferred (or purported to be sold or transferred) by such Originator to the Seller pursuant to the terms of the related Transfer Agreement and, in any case, sold or otherwise transferred (or purported to be sold or transferred) by the Seller to the Borrower pursuant to the terms of the Purchase Agreement.

"Receivable File" means, with respect to each Receivable and the related Contract, a file containing, among other things, (i) a copy (but not the original) of the Contract and all amendments thereof; provided, however, that the Servicer shall deliver any original amendments to the Contract to the Collateral Custodian immediately following execution thereof, (ii) the application of the Obligor for credit, (iii) all original instruments modifying the terms and

conditions of such Receivable or the related Contract, (iv) a copy of the Certificate of Title with a Lien notation or an application therefor (to the extent applicable State law permits or requires the Servicer to hold the Certificate of Title), (v) proof of insurance or application therefor if available, or agreement to provide insurance to the extent not incorporated in the Contract, with respect to the related Financed Vehicle, (vi) the Obligor's order for such Financed Vehicle and an indication of the down payment, if applicable, and (vii) such other documents as the Servicer may reasonably determine are necessary in order to accomplish its duties under this Agreement.

"Receivable Receipt" means a receivable receipt, substantially in the form attached hereto as Exhibit H, executed by the Collateral Custodian.

"Records" means, with respect to any Contract, all documents, books, records and other information (including computer programs, tapes, disks, punch cards, data processing software and related property and rights) maintained with respect to any related item of Collateral and the related Obligor.

"Recipient" means (i) the Administrative Agent or (ii) any Lender.

"Reference Time" with respect to any setting of the then-current Benchmark means, if such Benchmark (i) is the LIBO Rate, 11:00 a.m. (London time) on the day that is two London banking days preceding the date of such setting, and (ii) is not the LIBO Rate, the time determined by the Administrative Agent in its reasonable discretion.

"Registrar of Titles" means with respect to any State, the Governmental Authority responsible for the registration of, and the issuance of certificates of title relating to, motor vehicles and liens thereon.

"Regulation AB" means Regulation AB under the Securities Act.

"Regulation D" means Regulation D of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Regulatory Requirement" means (i) the adoption after the Closing Date of any Applicable Law (including any Applicable Law regarding capital adequacy or liquidity coverage) and (ii) any change after the Closing Date in any Applicable Law or the interpretation or administration thereof by any Governmental Authority charged with the interpretation or administration thereof, or compliance with any request or directive (whether or not having the force of law) of any such Governmental Authority; provided, that for purposes of this definition, (a) the Risk-Based Capital Requirements, (b) the Dodd-Frank Act and all requests, rules, guidelines or directives thereunder, issued in connection therewith or in implementation thereof, and (c) all requests, rules, guidelines and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, shall in each case be deemed to be a "Regulatory Requirement", regardless of the date enacted, adopted, issued or implemented.

"Release Price" means an amount equal to the Principal Balance of each Receivable retransferred pursuant to Section 5.06, plus accrued interest on such Receivable (at the related APR) through the date of repurchase and all Breakage Costs.

"Relevant Governmental Body" means the Federal Reserve Board and/or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB.

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA for which the 30-day notice provision has not been waived.

"Reporting Date" means, with respect to any Payment Date and the related Collection Period, the second Business Day prior to such Payment Date.

"Request for Contract File Release" means a request to the Collateral Custodian for the release of Contract Files substantially in the form attached hereto as Exhibit I.

"Required Credit Enhancement Amount" means, as of any day, an amount equal to the product of (i) the Required Credit Enhancement Percentage on such date and (ii) the Net Eligible Pool Balance on such date.

"Required Credit Enhancement Percentage" means, as of any day, (i) so long as no Termination Event has occurred and no Step-Up Credit Enhancement Trigger Event has occurred that has not been Cured, 40.00%, (ii) if no Termination Event has occurred, but a Step-Up Credit Enhancement Trigger Event has occurred that has not been Cured, 50.00% or (iii) if a Termination Event has occurred, 100.00%.

"Required Lenders" means, as of any date of determination (i) if there are two or fewer Lender Groups on such date, all Agents or (ii) if there are more than two Lender Groups (a) with respect to any date of determination prior to the Amortization Date, Agents for Lender Groups with Commitments greater than 66.667% of the Aggregate Commitment (it being understood and agreed that, solely for purposes of this definition, the Commitment of a Non-Extending Lender shall be the portion of the Loans Outstanding funded by such Lender) and (b) with respect to any date of determination on or after the Amortization Date, Agents for Lender Groups having Loans in an aggregate Principal Amount representing greater than 66.667% of the Loans Outstanding.

"Required Rating" means, with respect to any Rating Agency, a long-term unsecured debt rating of at least "BBB" or its equivalent issued by such Rating Agency.

"Requirements of Law" means, with respect to any Person, any law, treaty, rule or regulation, or order or determination of an arbitrator or Governmental Authority, in each case applicable to or binding upon such Person or to which such Person is subject, whether federal, State or local (including usury laws, the Federal Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Billing Act, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, the Federal Trade Commission Act, the Magnuson-Moss Warranty Act, the Servicemembers Civil Relief Act, Regulations U and T of the Federal Reserve Board and Regulations X and Z of the CFPB, State adaptations of the Uniform Consumer Credit Code and all other consumer protection and usury laws).

"Responsible Officer" means, when used with respect to any Person, any officer of the such Person (and, in the case of the Account Bank and the Collateral Custodian, in the corporate trust office of such Account Bank and Collateral Custodian), including any president, vice

president, assistant vice president, chief financial officer, treasurer, secretary, assistant secretary, corporate trust officer or any other officer thereof customarily performing functions similar to those performed by the individuals who at the time shall be such officers, respectively, or to whom any matter is referred because of such officer's knowledge of or familiarity with the particular subject, and, in each case, having direct responsibility for the administration of this Agreement.

"Revolving Period" means the period commencing on the Closing Date and ending on the Amortization Date.

"Risk-Based Capital Requirements" means the United States bank regulatory rule titled, Risk-Based Capital Guidelines; Capital Adequacy Guidelines; Capital Maintenance: Regulatory Capital; Impact of Modification to Generally Accepted Accounting Principles; Consolidation of Asset-Backed Commercial Paper Programs; and Other Related Issues, adopted on December 15, 2009.

"Sanctioned Country" means, at any time, a country or territory which is the subject or target of any Sanctions (at the time of this Agreement, Crimea, Cuba, Iran, North Korea and Syria).

"Sanctioned Person" means, at any time, (i) any Person currently the subject or the target of any Sanctions, including any Person listed in any Sanctions-related list of designated Persons maintained by OFAC (or any successor thereto) or the U.S. Department of State, or as otherwise published from time to time, (ii) any Person that is 50% or more owned, directly or indirectly, in the aggregate by one or more Persons described in clause (i) above, (iii) any Person that is operating, organized or resident in a Sanctioned Country, (iv) any Person with whom engaging in trade, business or other activities is otherwise prohibited or restricted by Sanctions or (v) (a) an agency of the government of a Sanctioned Country, (b) an organization controlled by a Sanctioned Country, or (c) a Person resident in a Sanctioned Country, to the extent subject to a sanctions program administered by OFAC.

"Sanctions" means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (i) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (ii) the United Nations Security Council, the European Union, any European Union member state, Her Majesty's Treasury of the United Kingdom or other relevant sanctions authority.

"Schedule of Receivables" means the schedule of Receivables attached hereto as Schedule C, as updated from time to time in connection with each Loan.

"Scheduled Payments" means regularly scheduled payments to be made by an Obligor pursuant to the terms of the related Contract.

"Secured Party" means (i) the Administrative Agent, (ii) each Lender and (iii) each Hedge Counterparty.

"Securities Act" means the Securities Act of 1933.

"Securitization" means any issuance of term asset-backed securities having an initial aggregate principal balance of $50,000,000 or greater sponsored by Tricolor and undertaken by a Special Purpose Affiliate that will be secured, directly or indirectly, by all or a portion of the Collateral.

"Securitization Date" means the date upon which a Securitization is consummated.

"Securitization Date Certificate" means an Officer's Certificate of the Servicer delivered on a Securitization Date indicating that the requirements set forth in this Agreement for a Securitization has been satisfied, substantially in the form of Annex 1 to Exhibit F.

"Securitization Release" means a release executed pursuant to Section 2.15, substantially in the form of Exhibit F.

"Seller" means Tricolor, in its capacity as seller under the Purchase Agreement.

"Senior Monthly Interest and Fees" means, for any Payment Date, the sum of (i) the amount of any accrued and unpaid Interest for such Payment Date (calculated, in this case, without giving effect to clause (ii)(b) or clause (B) of the definition of the term "Interest Rate"), (ii) the Usage Fee for such Payment Date and (iii) the Unused Fee for such Payment Date.

"Serviced Portfolio" means the Servicer's entire portfolio of motor vehicle retail installment sale contracts and conditional sale contracts that are (i) originated by an Originator or Tricolor or (ii) owned by Tricolor or an Affiliate or a Subsidiary of Tricolor, including Receivables that have been securitized in a transaction for which Tricolor or any of its Affiliates is the Sponsor, in each case, which are serviced by the Servicer.

"Serviced Portfolio Defaulted Receivable" means any Serviced Portfolio Receivable (i) with respect to which 10% or more of any Scheduled Payment remains unpaid for 120 days or more from the original due date for such payment, (ii) with respect to which the related Financed Vehicle has been repossessed and the Servicer has either liquidated such Financed Vehicle or held such Financed Vehicle in its inventory for more than 90 days, (iii) which have been or should otherwise be charged-off in accordance with the Credit and Collection Policy or (iv) the Obligor is the subject of an Insolvency Proceeding.

"Serviced Portfolio Delinquency Ratio" means, with respect to any month, as of the last day of such month, the percentage equivalent of a fraction, (i) the numerator of which is equal to the aggregate principal balance of all Serviced Portfolio Delinquent Receivables as of the last day of such month and (ii) the denominator of which is equal to the aggregate principal balance of all Serviced Portfolio Receivables as of the last day of such month.

"Serviced Portfolio Delinquent Receivable" means any Serviced Portfolio Receivable, other than a Serviced Portfolio Defaulted Receivable, with respect to which the greater of (i) 10% of any Scheduled Payment or (ii) $50.00 is more than 60 days past due.

"Serviced Portfolio Extended Receivable" means any Serviced Portfolio Receivable for which an extension or payment deferment was made in accordance with the Servicer's extension policy contained in the Credit and Collection Policy.

"Serviced Portfolio Extension Ratio" means, with respect to any month, the percentage equivalent of a fraction, (i) the numerator of which is the aggregate number of Serviced Portfolio Receivables that became Serviced Portfolio Extended Receivables during such month and (ii) the denominator of which is the aggregate number of Serviced Portfolio Receivables as of the last day of such month.

"Serviced Portfolio Liquidation Proceeds" means, with respect to any month and any Serviced Portfolio Defaulted Receivable, the amount (which shall not be less than zero) received by the Servicer during such month after a Serviced Portfolio Receivable becomes a Serviced Portfolio Defaulted Receivable in connection with the attempted realization of the full amounts due or to become due under such Serviced Portfolio Receivable, whether from the sale or other disposition of the related Financed Vehicle, the proceeds of repossession or any collection effort, the proceeds of recourse or similar payments payable under the related Serviced Portfolio Receivable, receipt of Insurance Proceeds or otherwise, net of any reasonable out-of-pocket expenses (exclusive of overhead) incurred by the Servicer with respect to the collection and enforcement of such Serviced Portfolio Receivable, in each case to the extent not previously reimbursed to the Servicer.

"Serviced Portfolio Net Loss-to-Liquidation Ratio" means, with respect to any month, the ratio, expressed as a percentage, of (i) (a) the aggregate principal balance of all Serviced Portfolio Receivables that became Serviced Portfolio Defaulted Receivables during such month, minus (b) the aggregate Serviced Portfolio Liquidation Proceeds received in respect of all Serviced Portfolio Defaulted Receivables during such month divided by (ii) the sum of (a) the aggregate principal balance of all Serviced Portfolio Receivables that became Serviced Portfolio Defaulted Receivables during such month plus (b) the aggregate amount of all collections in respect of principal on the Serviced Portfolio Receivables received during such month.

"Serviced Portfolio Receivable" means any motor vehicle receivable included in the Serviced Portfolio.

"Servicer" has the meaning given to such term in the Preamble.

"Servicer Basic Documents" means all Basic Documents to which the Servicer is a party or by which it is bound.

"Servicer Termination Event" has the meaning given to such term in Section 7.13.

"Servicer Termination Notice" has the meaning given to such term in Section 7.13.

"Servicing Fee" means the fee payable to the Servicer on each Payment Date in accordance with Section 2.10(b) in an amount equal to the sum of the product of (i) one-twelfth, (ii) the Servicing Fee Rate and (iii) the aggregate Principal Balance of all Receivables as of the first day of the related Collection Period.

"Servicing Fee Rate" means 3.50% per annum.

"Short-Term Rating Requirement" means, with respect to any Person, that such Person has a short-term unsecured debt rating of not less than "A-1" by Standard & Poor's and not less than "Prime-1" by Moody's.

"Simple Interest Method" means the method of allocating a fixed level payment to principal and interest, pursuant to which the portion of such payment that is allocated to interest is equal to the product of the fixed rate of interest multiplied by the unpaid principal balance multiplied by the period of time elapsed since the preceding payment of interest was made.

"SOFR" means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator's Website at approximately 8:00 a.m. (New York, New York time) on the immediately succeeding Business Day.

"SOFR Administrator" means the NYFRB (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the NYFRB's website, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"Solvent" means, as to any Person at any time, having a state of affairs such that (i) the fair value of the property owned by such Person is greater than the amount of such Person's liabilities (including disputed, contingent and unliquidated liabilities) as such value is established and liabilities evaluated for purposes of Section 101(32) of the Bankruptcy Code; (ii) the present fair salable value of the property owned by such Person in an orderly liquidation of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured; (iii) such Person is able to realize upon its property and pay its debts and other liabilities (including disputed, contingent and unliquidated liabilities) as they mature in the normal course of business; (iv) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature; and (v) such Person is not engaged in business or a transaction, and is not about to engage in a business or a transaction, for which such Person's property would constitute unreasonably small capital.

"Special Purpose Affiliate" means any special purpose entity that is an Affiliate of the Borrower and was created for the purpose of one or more Securitizations.

"Standard & Poor's" means S&P Global Ratings, acting through Standard & Poor's Financial Services LLC.

"State" means any state of the United States or the District of Columbia.

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentage (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Federal Reserve Board to which the Administrative Agent is subject with respect to the Adjusted LIBO Rate, for eurocurrency

funding (currently referred to as "Eurocurrency liabilities" in Regulation D). Such reserve percentage shall include those imposed pursuant to Regulation D. Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Step-Up Credit Enhancement Trigger Event" means, that as of the last day of any Collection Period any of the following events has occurred:

(i) the 3-Month Rolling Average Net Loss-to-Liquidation Ratio exceeds 30.00%;

(ii) the 3-Month Rolling Average Extension Ratio exceeds 5.75%;

(iii) the 3-Month Rolling Average Delinquency Ratio exceeds 9.00%;

(iv) the 3-Month Rolling Average Serviced Portfolio Net Loss-to-Liquidation Ratio exceeds 30.00%;

(v) the 3-Month Rolling Average Serviced Portfolio Extension Ratio exceeds 5.75%; or

(vi) the 3-Month Rolling Average Serviced Portfolio Delinquency Ratio exceeds 9.00%;

provided, that, solely during the period commencing on the Securitization Date with respect to a Securitization that results in the sale by the Borrower of Eligible Receivables having an aggregate Principal Balance of 50.0% or more of the Net Eligible Pool Balance and ending on the earlier to occur of (a) the 90th day after the first full Collection Period following such Securitization Date or (b) the first date following such Securitization Date on which the Net Eligible Pool Balance exceeds $12,500,000, none of the events specified in clauses (i) through (iii) above will constitute a Step-Up Credit Enhancement Trigger Event. A Step-Up Credit Enhancement Trigger Event shall be deemed to be continuing under this Agreement until Cured.

"Subordinated Monthly Interest and Fees" means, with respect to any Payment Date, (i) Monthly Interest and Fees for such Payment Date, minus (ii) the Senior Monthly Interest and Fees for such Payment Date.

"Subsequent Loan" means each Loan made following the Initial Loan.

"Subsequent Receivable" means each Receivable that becomes a part of the Collateral on a Funding Date other than the Funding Date relating to the Initial Loan.

"Subservicer" means a subservicer appointed by the Servicer and acceptable to the Administrative Agent and the Required Lenders for the servicing and administration of the Receivables.

"Subsidiary" means, with respect to a Person, any entity with respect to which more than 50.0% of the outstanding voting securities shall at any time be owned or controlled, directly or indirectly, by such Person and/or one or more of its Subsidiaries, or any similar business organization which is so owned or controlled.

"Successor Servicer" has the meaning given to such term in Section 7.14(a).

"TAG" means Tricolor Auto Group, LLC.

"TAG Transfer Agreement" means the Transfer Agreement, dated as of the Closing Date, between TAG and Tricolor.

"Tangible Net Worth" means, with respect to the Tricolor Holdings and its consolidated Subsidiaries for any period, the aggregate net worth of such Persons, calculated in and its consolidated Subsidiaries for any period, the aggregate net worth of such Persons, calculated in accordance with GAAP after subtracting therefrom the aggregate amount of the deferred tax assets and Intangible Assets of such Persons, including goodwill, franchises, licenses, patents, trademarks, tradenames, copyrights and service marks, calculated in accordance with GAAP. For avoidance of doubt, Preferred Equity will be classified as Indebtedness.

"Tax" or "Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest additions to tax or penalties applicable thereto.

"TCAG" means Tricolor California Auto Group, LLC.

"TCAG Transfer Agreement" means the Transfer Agreement, dated as of the Closing Date, between TCAG and Tricolor.

"Term SOFR" means, for the applicable Corresponding Tenor as of the applicable Reference Time, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"Term SOFR Notice" means a notification by the Administrative Agent to the Lenders and the Borrower of the occurrence of a Term SOFR Transition Event.

"Term SOFR Transition Event" means the determination by the Administrative Agent that (i) Term SOFR has been recommended for use by the Relevant Governmental Body, (ii) the administration of Term SOFR is administratively feasible for the Administrative Agent and (iii) a Benchmark Transition Event or an Early Opt-in Election, as applicable, has previously occurred resulting in a Benchmark Replacement in accordance with Section 2.11 that is not Term SOFR. For the avoidance of doubt, the Administrative Agent shall not be required to deliver a Term SOFR Notice after a Term SOFR Transition Event and may do so in its sole discretion.

"Termination Event" has the meaning given to such term in Section 10.01(a).

"Test Data File" means a test data file, which shall include the loan master file, the transaction history file and all other files necessary to carry out the servicing obligations hereunder.

"Total Indebtedness" means, with respect to Tricolor Holdings and its consolidated Subsidiaries in accordance with GAAP and any period, Indebtedness less Preferred Equity.

"Total Indebtedness to Tangible Net Worth Ratio" means, with respect to Tricolor Holdings, as of any day, the percentage equivalent of a fraction (i) the numerator of which equals Total Indebtedness calculated in accordance with GAAP as of such day, and (ii) the denominator of which equals the Tangible Net Worth calculated in accordance with GAAP as of such day.

"Transfer Agreement" means the FCA Transfer Agreement, the TAG Transfer Agreement, the TCAG Transfer Agreement or such other transfer agreement in substantially the form attached to the Purchase Agreement as Exhibit A, executed by Tricolor and the Borrower in connection with a transfer of Receivables and the related Collateral on any Funding Date.

"Transition Expenses" has the meaning given to such term in Section 7.14(e).

"Tricolor" has the meaning given to such term in the Preamble.

"Tricolor Entity" means the Borrower, Tricolor, Tricolor Holdings, TAG, TCAG and FCA.

"Tricolor Holdings" means Tricolor Holdings, LLC, a Delaware limited liability company.

"UCC" means the Uniform Commercial Code, as from time to time in effect in the applicable jurisdiction.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"United States" or "U.S." means the United States of America.

"Unmatured Servicer Termination Event" means any event that, with the giving of notice or the lapse of time, or both, would become a Servicer Termination Event.

"Unmatured Termination Event" means any event that, with the giving of notice or the lapse of time, or both, would become a Termination Event.

"Unused Fee" means, with respect to any Payment Date and the related Interest Period during the Revolving Period, a fee payable by the Borrower on such Payment Date in an amount equal to the sum of the product of (calculated for each day during such Interest Period) (i) the Unused Fee Rate, (ii) the Available Amount on such day and (iii) a fraction the numerator of which is equal to the actual number of days comprising such Interest Period and the denominator of which is equal to 360.

"Unused Fee Rate" shall have the meaning set forth in the Fee Letter.

"Upfront Fee" means the "Upfront Fee" set forth in the Fee Letter.

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"U.S. Tax Compliance Certificate" has the meaning given to such term in Section 2.13(g).

"Usage Fee" means, with respect to any Payment Date and the related Interest Period, a fee payable by the Borrower in an amount equal to the sum of the product of (calculated for each day during such Interest Period) (i) the Usage Fee Rate, (ii) the Loans Outstanding on such day funded or maintained through the issuance of Commercial Paper Notes and (iii) a fraction the numerator of which is equal to the actual number of days in such Interest Period and the denominator of which is equal to 360.

"Usage Fee Rate" shall have the meaning set forth in the Fee Letter.

"Vervent" means Vervent Inc.

"Volcker Rule" means the regulations adopted to implement Section 619 of the Dodd-Frank Act.

"Weighted Average APR" means, with respect to all or any group of Eligible Receivables as of any day, the average of the APRs of such Receivables as of such day, weighted based on the aggregate Principal Balance of such Receivables as of such day.

"Withholding Agent" means the Borrower and the Administrative Agent.

"WTNA" means Wilmington Trust, National Association.

Section 1.02. Accounting Terms and Determinations. Unless otherwise defined or specified herein, all accounting terms shall be construed herein, all accounting determinations hereunder shall be made, all financial statements required to be delivered hereunder shall be prepared and all financial records shall be maintained in accordance with GAAP.

Section 1.03. Computation of Time Periods. Unless otherwise stated in this Agreement, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding".

Section 1.04. Interpretation. When used in this Agreement, unless a contrary intention appears: (i) a term has the meaning assigned to it; (ii) "or" is not exclusive; (iii) "including" means including without limitation; (iv) words in the singular include the plural and words in the plural include the singular; (v) any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, restated, modified or supplemented and

includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; (vi) references to a Person are also to its successors and permitted assigns; (vii) the words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision hereof; (viii) references contained herein to Article, Section, subsection, Schedule and Exhibit, as applicable, are references to Articles, Sections, subsections, Schedules and Exhibits in this Agreement unless otherwise specified; (ix) references to "writing" include printing, typing and other means of reproducing words in a visible form, including electronic mail and facsimile; and (x) the term "proceeds" has the meaning set forth in the applicable UCC.

Section 1.05. Interest Rates; LIBOR Notification. The interest rate on the Loans shall be determined by reference to the LIBO Rate, which is derived from the London interbank offered rate. The London interbank offered rate is intended to represent the rate at which contributing banks may obtain short-term borrowings from each other in the London interbank market. In July 2017, the U.K. Financial Conduct Authority announced that, after the end of 2021, it would no longer persuade or compel contributing banks to make rate submissions to the ICE Benchmark Administration (together with any successor to the ICE Benchmark Administration, the "IBA") for purposes of the IBA setting the London interbank offered rate. As a result, it is possible that commencing in 2022, the London interbank offered rate may no longer be available or may no longer be deemed an appropriate reference rate upon which to determine the interest rate on Loans. In light of this eventuality, public and private sector industry initiatives are currently underway to identify new or alternative reference rates to be used in place of the London interbank offered rate. Upon the occurrence of a Benchmark Transition Event, a Term SOFR Transition Event or an Early Opt-In Election, Section 2.11(b) and (c) provide the mechanism for determining an alternative rate of interest. The Administrative Agent will promptly notify the Borrower, pursuant to Section 2.11(e), of any change to the reference rate upon which the interest rate on Loans is based. The Administrative Agent shall not, however, warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to the London interbank offered rate or other rates in the definition of the term "LIBO Rate" or with respect to any alternative or successor rate thereto, or replacement rate thereof (including, without limitation, (i) any such alternative, successor or replacement rate implemented pursuant to Section 2.11(b) or (c), whether upon the occurrence of a Benchmark Transition Event a Term SOFR Transition Event or an Early Opt-in Election, and (ii) the implementation of any Benchmark Replacement Conforming Changes pursuant to Section 2.11(d), including, without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the LIBO Rate or have the same volume or liquidity as did the London interbank offered rate prior to its discontinuance or unavailability).

ARTICLE TWO

LOANS

Section 2.01. Loans.

(a) On the terms and conditions set forth herein, including this Section and Article Four, the Borrower may from time to time on any Business Day during the Revolving Period, request that each Conduit Lender (or, the related Committed Lender if such Conduit Lender is not a Committed Lender and elects to not make a Lender Advance) and Committed Lender make an advance (each, a "Loan"), in the amount of such Conduit Lender's or Committed Lender's Lender Advance to it on a Funding Date.

No later than 1:00 p.m. (New York, New York time) on the Business Day that is two Business Days prior to a proposed Funding Date, the Borrower shall notify the Administrative Agent, the Agents and the Lenders of such proposed Funding Date and Loan by delivering to each such entity (with a copy to the Account Bank and the Collateral Custodian), in form and substance satisfactory to the Administrative Agent:

(i) a Funding Request, which will include, among other things, the proposed Funding Date, a calculation of the Borrowing Base (calculated as of the last day of the most recently ended Collection Period or, with respect to the Receivables added to the Collateral following such last day but prior to or on such date of determination, the related Cutoff Date), the Principal Amount of the Loan requested, which shall be in an amount at least equal to $1,000,000 and integral multiples of $100,000 in excess thereof; and

(ii) an updated Schedule of Receivables that includes each Receivable that is the subject of the proposed Loan and such other information as the Administrative Agent may reasonably request with respect to the related Loan.

(b) Following receipt by the Administrative Agent, the Agents and the Lenders of a Funding Request, and prior to the end of the Revolving Period, (i) each Conduit Lender that is not a Committed Lender may, in its sole discretion, make its Lender Advance of any Loan requested by the Borrower pursuant to Section 2.01(a), and (ii) each Committed Lender, if (A) the related Lender Group consists only of one or more Committed Lenders and an Agent or (B) the related Conduit Lender in its Lender Group is not a Committed Lender and such Conduit Lender elects not to make a Lender Advance, severally agrees to make its Lender Advance of any Loan requested by the Borrower, in each case subject to the conditions contained herein, in an aggregate amount equal to the Loan so requested.

(c) In no event shall:

(i) a Lender be required to fund a Principal Amount that would cause its Lender Percentage of the Loans Outstanding, determined after giving effect to such funding to exceed its Commitment or Conduit Funding Limit;

(ii) any Lender be obligated to fund any Loan, to the extent that after giving effect to such Loan either the Loans Outstanding would exceed the Borrowing Base or a Borrowing Base Deficiency would exist (and to the extent that the Loan is to be made on a date in any month prior to the Payment Date in such month, after giving effect to the reduction, if any, to the Loans Outstanding to be made on such Payment Date; provided, that the funds to make such reduction are on hand in the Collection Account) (calculated as of the last day of the most recently ended Collection Period, or, with respect to any Receivables added to the Collateral following such last day but prior to or on such date of determination, the related Cutoff Date);

(iii) a Lender Group be required to fund the principal amount of any Loan in excess of its Lender Percentage of the Principal Amount of such Loan;

(iv) a Lender be required on any date to fund a Loan (A) after the Revolving Period or (B) if an Amortization Event, Unmatured Termination Event, Termination Events, Unmatured Servicer Termination Event or Servicer Termination Event exists;

(v) the Principal Amount of any proposed Loan exceeds the Available Amount or the Borrowing Base on such date; and

(vi) more than one Loan be funded on any Business Day.

Section 2.02. Funding Mechanics.

(a) If any Funding Request is delivered to the Administrative Agent, the Agents and the Lenders after 1:00 p.m. (New York, New York time) two Business Days prior to the proposed Funding Date, such Funding Request shall be deemed to be received prior to 1:00 p.m. (New York, New York time) on the next succeeding Business Day and the proposed Funding Date of such proposed Loan shall be deemed to be two Business Days following such deemed receipt. Each Funding Request shall include a representation by the Borrower that (i) the requested Loan will not, on the Funding Date, exceed the Available Amount and (ii) a representation that all conditions precedent to the making of such Loan set forth in Section 2.01 and Section 4.02 have been satisfied or will be satisfied as of the proposed Funding Date. Any Funding Request shall be irrevocable.

(b) Each Conduit Lender that is not a Committed Lender shall notify the Agent for its Lender Group and the Administrative Agent by 10:00 a.m. (New York, New York time) on the applicable Funding Date whether it has elected to make a Lender Advance pursuant to Section 2.01. In the event that a Conduit Lender that is not a Committed Lender shall not have timely provided such notice, such Conduit Lender shall be deemed to have elected not to make its Lender Advance of such Loan. If a Conduit Lender that is not a Committed Lender shall have elected or be deemed to have elected not to make its Lender Advance of such Loan, the Committed Lender in the related Lender Group shall make available on the applicable Funding Date an amount equal to the portion of the Loan that such Conduit Lender has not elected to fund, in an amount equal to its share of the Principal Amount to be funded.

(c) Each Lender's Lender Advance of a Loan shall be made available to the Administrative Agent, subject to the fulfillment of the applicable conditions set forth in

Article Four, at or prior to 12:00 p.m. (New York, New York time) on the applicable Funding Date, by deposit of immediately available funds, by wire transfer thereof, to the Administrative Agent Account, and the Administrative Agent shall deposit such Lender Advance to the account specified by the Borrower in the related Funding Request at or prior to 4:00 p.m. (New York, New York time) on the applicable Funding Date, by deposit of immediately available funds, by wire transfer thereof. Each Lender shall promptly notify the Borrower, the related Agent and the Administrative Agent in the event that it either fails to make such funds available before such time or notifies the Borrower, the related Agent and the Administrative Agent that it will not make such funds available before such time. If the Administrative Agent makes available to the Borrower funds for any Loan to be made by the Lenders as provided in this Article, and such funds are not made available to the Borrower because the conditions to the applicable Loan set forth in Article Four are not satisfied or waived in accordance with the terms hereof, the Borrower shall return such funds (in like funds as received from the Administrative Agent) to the Administrative Agent (who shall promptly return such funds to the related Lenders), without interest.

(d) In the event that, notwithstanding the fulfillment of the applicable conditions set forth in Article Four with respect to a Loan, a Conduit Lender that is not a Committed Lender elected to make an advance on a Funding Date but failed to make its Lender Advance available to the Administrative Agent when required by Section 2.02(c), such Conduit Lender shall be deemed to have rescinded its election to make such advance, and neither the Borrower nor any other party shall have any claim against such Conduit Lender by reason of its failure to timely make such advance. In any such case, the Agent for the related Lender Group shall give notice of such failure not later than 12:00 p.m. (New York, New York time) on the Funding Date to the Administrative Agent, each Committed Lender for such Lender Group and to the Borrower, which notice shall specify (i) the identity of such Conduit Lender and (ii) the amount of the Lender Advance which it had elected but failed to make. Subject to receiving such notice, the related Committed Lender shall advance a portion of the Principal Amount in an amount equal to the amount described in clause (ii) above by wire transfer thereof to the Administrative Agent Account, at or before 2:00 p.m. (New York, New York time) on such Funding Date and otherwise in accordance with Section 2.01(d).

(e) The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided, that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

Section 2.03. Reductions of Aggregate Commitment.

(a) At any time during the Revolving Period, the Borrower may, upon at least ten Business Days' prior written notice to the Administrative Agent, each Agent, each Lender and the Account Bank, reduce the Aggregate Commitment in an amount not to exceed the Available Amount as of the date such reduction shall become effective, which reduction shall be applied, unless otherwise consented to by the Administrative Agent and the Lenders, pro rata to the Commitments (and with respect to the Aggregate Commitment, further allocated from each such Commitment to the related Conduit Funding Limits, pro rata). Each partial reduction shall be in a minimum aggregate amount of $5,000,000 or integral multiples of $1,000,000 in excess

thereof. Any request for a reduction in the Aggregate Commitment shall be irrevocable and the Borrower shall deliver no more than two such requests during the Revolving Period.

(b) On the Amortization Date (except as otherwise provided in the proviso set forth in the definition thereof), the Commitments and the Conduit Funding Limits of all Lenders shall be automatically and permanently reduced to zero.

Section 2.04. Repayment of Loans; Evidence of Debt; Extensions of Commitments.

(a) The Borrower hereby unconditionally promises to pay to each Lender the Principal Amount of each Loan made by each Lender on the Maturity Date, in an aggregate principal amount equal to the Loans Outstanding.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder. Any such recordation by a Lender or its related Agent shall constitute prima facie evidence of the accuracy of the information so recorded absent manifest error. The failure of a Lender or its related Agent to make any such notation shall not limit or otherwise affect the obligation of the Borrower to repay the Loans in accordance with their respective terms as set forth herein.

(c) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns). Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 13.01) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

(d) So long as no Amortization Event has occurred, the Borrower may request in writing to the Administrative Agent and the Agents, no more than 120 nor fewer than 60 days prior to the applicable Commitment Termination Date, that each Committed Lender extend its Commitment Termination Date for an additional 364-day period as herein provided, which request will be granted or denied by each Committed Lender in its sole discretion. Upon receipt of any such request, the Administrative Agent shall promptly notify each Agent thereof, which shall notify each Committed Lender in its Lender Group. On or before the last day of the Election Period, each Committed Lender shall notify the Agent for its Lender Group of its willingness or refusal to so extend its Commitment Termination Date, provided that the failure of any Committed Lender to timely respond shall be deemed to be its refusal to so extend the Commitment Termination Date. The Agent for such Lender Group shall notify the Borrower of such willingness or refusal by each Committed Lender not later than the Business Day following the last day of the Election Period. If (i) one or more Committed Lenders has agreed to extend the Commitment Termination Date and (ii) at the end of the applicable Election Period, no Termination Event shall have occurred and be continuing, the Commitment Termination Date then in effect for each such Committed Lender that has agreed to extend the Commitment Termination Date shall be extended to the date which is 364 days following the last day of the

Election Period or, if such day is not a Business Day, the next preceding Business Day (or to any other date as agreed upon by the Borrower and each Committed Lender); provided, that if not all Committed Lenders have agreed to such extension, the Borrower may elect, by notice to the Administrative Agent delivered not later than five Business Days after the end of the Election Period, not to have such extension become effective.

(e) Within two Business Days following the end of an Election Period, the Agent for each Lender Group shall notify each other Lender in such Lender Group, the Administrative Agent and the Borrower of the identity of any Dissenting Lender and the amounts of its Commitment. The Administrative Agent and the Borrower may (but shall not be required to) request one or more other Lenders to acquire all or a portion of the Commitment of the Dissenting Lender and all amounts payable to it hereunder in accordance with Article Thirteen and any such Lender may, in its sole discretion, assume all or a portion of such Commitment of the Dissenting Lender. Each Dissenting Lender hereby agrees to assign all or a portion of its Commitment and the amounts payable to it hereunder to a replacement Lender identified in accordance with the preceding sentence, subject to ratable payment of such Dissenting Lender's Invested Percentage of the Loans Outstanding, together with all accrued and unpaid interest thereon, and a ratable portion of all fees and other amounts due to it hereunder.

(f) Prior to the occurrence of an Amortization Event, if a Partial Expiration Event has occurred, the Administrative Agent shall give notice to the Borrower and the Servicer to apply any Collections in accordance with Section 2.07(v), except as otherwise provided in Section 2.08, pro rata to the repayment of such amounts owing to any Non-Extending Lender as of the date of the related Partial Expiration Event, commencing no later than the first Payment Date which is at least two Business Days following the Commitment Termination Date for the Non-Extending Lender, specifying the amounts thereof.

Section 2.05. Optional Principal Repayments. The Borrower may, on any Payment Date prior to the occurrence of a Termination Event, prepay all of the Loans Outstanding and all other Aggregate Unpaids; provided, that (i) the Borrower shall have given at least two Business Days' prior written notice to the Administrative Agent, each Lender, the Account Bank and the Collateral Custodian, (ii) on such Payment Date, the Borrower pays to the appropriate parties all amounts due and owing pursuant to clauses (i), (ii) and (vii) of Section 2.07, (iii) the Borrower pays to the Administrative Agent, for the account of the Secured Parties, on the date of any such prepayment, (a) all accrued and unpaid Interest and (b) all other Aggregate Unpaids (including all Breakage Costs) payable to any Indemnified Party under this Agreement through the date of such prepayment, including any fees or other amounts payable pursuant to Section 11.01 and (iv) the Borrower certifies that following such prepayment, the Borrower will be in compliance with the provisions of this Agreement. Any notice of a prepayment shall be irrevocable.

Section 2.06. Payments.

(a) The Borrower shall pay Interest on the unpaid Principal Amount of each Loan for the period from the related Funding Date until the date that such Loan shall be paid in full. Interest shall accrue during each Interest Period and be payable on the Loans Outstanding on each Payment Date in accordance with Section 2.07, unless earlier paid pursuant to Sections 2.05 or 2.15.

(b) The Loans Outstanding shall be payable in installments equal to the Monthly Principal Payment Amount on each Payment Date in accordance with Section 2.07. Notwithstanding the foregoing, the Loans Outstanding, together with all Aggregate Unpaids, shall be due and payable in full in immediately available funds on the earlier of (i) the date on which the "Amortization Date" is declared or automatically occurs pursuant to Section 10.01(b) and (ii) the Maturity Date.

(c) Unless otherwise specified in an applicable Conduit Lender Supplement, Interest calculated by reference to the CP Rate or the Adjusted LIBO Rate shall be calculated on the basis of a 360-day year for the actual days elapsed. Interest calculated by reference to the Prime Rate and the Federal Funds Rate shall be calculated on the basis of a 365 or 366-day year, as applicable, for the actual days elapsed. Periodic fees or other periodic amounts payable hereunder shall be calculated on the basis of a 360-day year and for the actual days elapsed.

(d) The principal of and Interest on the Loans shall be paid as provided herein. In the case of Loans held by an Agent on behalf of any Conduit Lender, the related Agent shall allocate to such Conduit Lender each payment in respect of the Loan received by the Agent as provided herein. Payments in respect of principal and Interest shall be allocated and applied to the Lenders based on their respective Invested Percentages, or in any such case in such other proportions as each affected Lender may agree upon in writing from time to time with the Administrative Agent and the Borrower; provided, that from and after the Commitment Termination Date for each Dissenting Lender until the earlier to occur of (i) the Amortization Date and (ii) the date on which the aggregate amount of payments in reduction of Loans Outstanding made after the date of the occurrence of the related Partial Expiration Event equals the Partial Expiration Event Amount, except as otherwise provided in Section 2.08, payments pursuant to Section 2.07(v) in reduction of the Partial Expiration Event Amount shall be allocated and applied to Non-Extending Lenders pro rata based on their respective Lender Percentages (and if applicable, further allocated from each such Non-Extending Lender to each of its related Conduit Lenders that are not Committed Lenders, pro rata) as of the date of the related Partial Expiration Event.

(e) At or before 1:00 p.m. (New York, New York time) on the day that is one Business Day prior to each Reporting Date, (i) the Agent for each Lender Group that includes a Conduit Lender shall notify the Administrative Agent (who shall notify the Borrower and the Servicer by 4:00 p.m. on such day) of the CP Rate for each such Conduit Lender in effect for the related Interest Period and (ii) each Committed Lender shall notify the Administrative Agent (who shall notify the Borrower and the Servicer) of the Adjusted LIBO Rate in effect for the related Interest Period. Each Lender shall notify the Administrative Agent (who shall notify the Borrower and the Servicer) of all such rates, including the Alternate Base Rate for the related Interest Period and, if applicable, the dates on which the Alternate Base Rate was applicable to all or any portion of the Loans Outstanding. Each determination by a Lender of its CP Rate, the Adjusted LIBO Rate or the Alternate Base Rate pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower in the absence of manifest error.

(f) Notwithstanding any other provision of this Agreement or the other Basic Documents, if at any time the rate of interest payable by any Person under the Basic Documents exceeds the Maximum Lawful Rate, then, so long as the Maximum Lawful Rate would be

exceeded, such rate of interest shall be equal to the Maximum Lawful Rate. If at any time thereafter the rate of interest so payable is less than the Maximum Lawful Rate, such Person shall continue to pay Interest at the Maximum Lawful Rate until such time as the total interest received from such Person is equal to the total Interest that would have been received had Applicable Law not limited the interest rate so payable. In no event shall the total Interest received by a Lender under this Agreement and the other Basic Documents exceed the amount which such Lender could lawfully have received, had the Interest due been calculated from the Closing Date at the Maximum Lawful Rate.

Section 2.07. Settlement Procedures. On or before each Reporting Date, the Servicer shall instruct (by delivery of the Monthly Report) the Account Bank (or the Qualified Institution holding the Collection Account), to pay to the following Persons, from the Collection Account, to the extent of Available Funds, the following amounts in the following order of priority, as set forth in such Monthly Report:

(i) First, to the Servicer, the accrued and unpaid Servicing Fee;

(ii) Second, pro rata, (a) to the extent not paid for by Tricolor, to the Backup Servicer, the accrued and unpaid Backup Servicing Fee and any out-of-pocket expenses and indemnities owed to the Backup Servicer, subject to an aggregate limit (1) during any calendar year prior to a Termination Event, $50,000 or (2) during any calendar year after a Termination Event, $250,000, (b) to the Successor Servicer, any unpaid Transition Expenses payable pursuant to Section 7.14(e), (c) to the Collateral Custodian, the Collateral Custodian Fee and any out-of-pocket expenses and indemnities due to the Collateral Custodian, subject to an aggregate limit for such out-of-pocket expense and indemnities (1) during any calendar year prior to a Termination Event, $75,000 or (2) during any calendar year after a Termination Event, $250,000, and (d) to the Account Bank, the Account Bank Fee and any out-of-pocket expenses and indemnities due to the Account Bank, subject to an aggregate annual limit for such out-of-pocket expenses and indemnities (1) during any calendar year prior to a Termination Event, $75,000 or (2) during any calendar year after a Termination Event, $250,000;

(iii) Third, to the Administrative Agent for distribution to the Lenders, pro rata, in accordance with their Invested Percentage, the Senior Monthly Interest and Fees;

(iv) Fourth, to the Administrative Agent for distribution to the Lenders, pro rata, in accordance with their Invested Percentage, the Monthly Principal Payment Amount;

(v) Fifth, if a Partial Expiration Event has occurred, to reduce pro rata the portion of the Loans Outstanding constituting the Lender Advances of any Non-Extending Lender to zero;

(vi) Sixth, to the Administrative Agent for distribution to the Lenders, pro rata, in accordance with their Invested Percentage, the Subordinated Monthly Interest and Fees;

(vii) Seventh, pro rata, to the extent not previously paid in clause (ii) above and without regard to any annual caps on payment, to (a) the Backup Servicer, any Backup Servicing Fee, expenses and indemnities owed to the Backup Servicer, (b) the Collateral Custodian, the fees, expenses and indemnities owed to the Collateral Custodian and (c) the Account Bank, the Account Bank Fee, expenses and indemnities due to the Account Bank;

(viii) Eighth, pro rata, to the Affected Parties or the Indemnified Parties, all other Aggregate Unpaids (other than the principal amount of the Loans Outstanding) then due under this Agreement to them; and

(ix) Ninth, any remaining amount to the Borrower.

Section 2.08. Payments, Computations, Etc.

(a) Unless otherwise expressly provided herein, all amounts to be paid or deposited by the Borrower hereunder shall be paid or deposited in accordance with the terms hereof no later than 1:00 p.m. (New York, New York time) on the day when due in Dollars in immediately available funds to the Administrative Agent (who shall distribute such amounts on such day to the applicable Lender's Account for each Lender no later than 4:00 p.m. (New York, New York time)). Except as otherwise provided in Section 2.06, the Borrower shall, to the extent permitted by Applicable Law, pay to the Lenders interest on all amounts not paid or deposited when due hereunder at the related Default Rate, payable on demand; provided, however, that such interest rate shall not at any time exceed the Maximum Lawful Rate.

(b) Whenever any payment hereunder (i) shall be stated to be due on a day other than a Business Day, such payment shall be made, without penalty, on the next succeeding Business Day, except in the case where the next succeeding Business Day would occur in the succeeding calendar month, in which case such payment shall be due on the preceding Business Day or (ii) is received after 1:00 p.m. (New York, New York time) such payment shall be deemed to have been received on the next succeeding Business Day, and any such extension of time shall in such case be included in the computation of payment of Interest, other interest or any fee payable hereunder, as the case may be.

(c) If any Loan requested by the Borrower and approved by a Lender and the Administrative Agent pursuant to Section 2.01 is not, for any reason other than due to the fault of a Lender, an Agent or the Administrative Agent, made or effectuated, as the case may be, on the date specified therefor, the Borrower shall indemnify such Lender, such Agent or the Administrative Agent against any reasonable loss, cost or expense incurred by such Lender, including any loss (including loss of anticipated profits, net of anticipated profits in the reemployment of such funds in the manner determined by such Lender), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender or such Agent to fund or maintain such Loan.

(d) All payments hereunder shall be made without set-off or counterclaim and in such amounts as may be necessary in order that all such payments shall not be less than the amounts otherwise specified to be paid under this Agreement.

(e) To the extent that (i) any Person makes a payment to any party hereto or (ii) any party hereto receives or is deemed to have received any payment or proceeds for application to an obligation, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any Insolvency Law, State or federal law, common law or for equitable cause, then, to the extent such payment or proceeds are set aside, the obligation or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment or proceeds had not been received or deemed received by the recipient thereof.

Section 2.09. Collections and Allocations; Investment of Funds.

(a) On or before the Closing Date (with respect to the Initial Receivables) or the applicable Funding Date (with respect to Subsequent Receivables), the Servicer shall direct and instruct all related Obligors to make all payments in respect of the related Receivables to the Master Collection Account. Each of the Servicer and the Borrower shall promptly (but in no event later than two Business Days after the receipt and identification thereof) deposit all Collections received by it in the Collection Account. The Borrower and the Servicer shall make such deposits or payments by electronic funds transfer, in immediately available funds.

(b) On the Closing Date and on each Funding Date, the Servicer will deposit (in immediately available funds) into the Collection Account all Collections received after the applicable Cutoff Date and through and including the second Business Day prior to the Closing Date or such Funding Date, as the case may be, in respect of Receivables pledged on such date.

(c) The Servicer shall be entitled to retain and to reimbursement of all amounts remitted by or on behalf of the Obligors to the Servicer under the terms of, or with respect to, the related Receivables, that represent ancillary fees (other than extension fees), including late fees, administrative fees or similar charges allowed by Applicable Law.

(d) To the extent there are uninvested amounts on deposit in the Collection Account, such amounts shall be invested in Permitted Investments that mature no later than the Business Day before the next Payment Date, which Permitted Investments shall be selected (i) prior to the occurrence of an Amortization Event, by the Borrower, or (ii) from and after the occurrence of an Amortization Event, by the Administrative Agent. Absent the written instruction of the Borrower or the Administrative Agent, amounts on deposit in the Collection Account shall remain uninvested. Permitted Investments may be purchased from the Account Bank, the Administrative Agent, any Agent, any Lender or any of their respective Affiliates, but no Permitted Investment may be purchased at a premium. Any earnings (and losses) on the foregoing investments shall be for the account of the Borrower. Each of the Borrower, the Administrative Agent and each Agent acknowledges that upon its written request and at no additional cost, it has the right to receive notification after the completion of each purchase and sale of Permitted Investments or the Account Bank's receipt of a broker's confirmation; provided, however, the Account Bank may make available to the Administrative Agent, the Agents and the Borrower periodic account statements that reflect such investment activity in lieu of notifications; provided, further that no periodic account statements are required to be available for the Collection Account or the Hedge Counterparty Collateral Account if no activity has occurred therein during such period.

(e) Any collateral posted by the Hedge Counterparty shall be retained in the Hedge Counterparty Collateral Account until required to be returned or otherwise permitted to be applied in accordance with the related Hedging Agreement. The Account Bank shall hold funds in the Hedge Counterparty Collateral Account uninvested. Any interest or other earnings on the Hedge Collateral may be paid to the Hedge Counterparty by the Account Bank upon written direction from the Borrower, to satisfy some or all of any obligations owed to the Hedge Counterparty in accordance with the related Hedging Agreement. At any time any obligations are fully paid to the Hedge Counterparty, upon written request of the Borrower, any remaining Hedge Collateral may be applied to the Collection Account for inclusion in the amounts to be distributed pursuant to Section 2.07, and the priority of payments set forth therein.

Section 2.10. Fees.

(a) Each Lender shall be entitled to receive, monthly in arrears, the respective portion of the Usage Fees and Unused Fees payable to such Lender from the Collection Account in accordance with Section 2.07.

(b) The Servicer, the Backup Servicer, Collateral Custodian and the Account Bank shall be entitled to receive their respective accrued and unpaid Servicing Fee, Backup Servicing Fee, Collateral Custodian Fee and Account Bank Fee, each in accordance with Section 2.07.

(c) The Borrower paid to the Administrative Agent on the Closing Date, in immediately available funds, the Upfront Fee and other amounts due and payable pursuant to the Fee Letter on the Closing Date, including reimbursement to the Administrative Agent for fees and expenses of any Rating Agencies incurred in connection with affirming their ratings of the Commercial Paper Notes of the Conduit Lenders.

(d) The Borrower shall pay to each of Morgan Lewis & Bockius LLP and Richards, Layton & Finger, P.A. on the Closing Date, its estimated reasonable fees and out-of-pocket expenses in immediately available funds (in each case not to exceed the amount previously agreed upon by the Borrower and the Administrative Agent) and shall pay all additional reasonable fees and out-of-pocket expenses of such counsel within 30 days after receiving an invoice for such amounts.

Section 2.11. Alternate Rate of Interest.

(a) Subject to Sections 2.11(b), (c), (d), (e) and (f), if prior to the commencement of any Interest Period for a Loan:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or the applicable LIBO Rate, as applicable (including because the applicable LIBO Rate is not available or published on a current basis), for such Interest Period; provided, that no Benchmark Transition Event shall have occurred at such time; or

(ii) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate or the applicable LIBO Rate, as applicable, for such Interest Period

will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such borrowing of Loan (or Loans) for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, the interest rate applicable to the Loans shall be the Alternate Base Rate.

(b) Notwithstanding anything to the contrary herein or in any other Basic Document, if a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then if a Benchmark Replacement is determined in accordance with (i) clause (i) or (ii) of the definition of the term "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Basic Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Basic Document and (ii) clause (iii) of the definition of the term "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Basic Document in respect of any Benchmark setting at or after 5:00 p.m. (New York, New York time) on the fifth Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Basic Document, so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from the Required Lenders.

(c) Notwithstanding anything to the contrary herein or in any other Basic Document and subject to the proviso below in this paragraph, if a Term SOFR Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then the applicable Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder or under any Basic Document in respect of such Benchmark setting and subsequent Benchmark settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Basic Document; provided, that this subsection shall not be effective unless the Administrative Agent has delivered to the Lenders and the Borrower a Term SOFR Notice.

(d) In connection with the implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Basic Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Basic Document.

(e) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, a Term SOFR Transition Event or an Early

Opt-in Election, as applicable, and its related Benchmark Replacement Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.11(f) and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Basic Document, except, in each case, as expressly required pursuant to this Section.

(f) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Loan, conversion to or continuation of any Loan as to which the applicable Interest Rate is the Adjusted LIBO Rate to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Loan or conversion to Loans that bear interest at the Alternate Base Rate. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of Alternate Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of Alternate Base Rate.

Section 2.12. Increased Costs; Capital Adequacy; Illegality; Rating Requests.

(a) If any Regulatory Requirement (i) subjects any Affected Party to any charge or withholding on or with respect to this Agreement or its obligations under this Agreement, or on or with respect to the Loans and/or the Receivables, or changes the basis of taxation of payments to it of any amounts payable under this Agreement (except for (A) Indemnified Taxes, (B) Excluded Taxes, (C) Connection Income Taxes and (D) changes in the rate of tax on its overall net income (including franchise taxes imposed on net income)), (ii) imposes, modifies or deems applicable any reserve, assessment, fee, tax (other than Taxes), insurance charge, special deposit or similar requirement against assets of, deposits with or for the account of, or liabilities of an Affected Party, or credit extended by it pursuant to this Agreement, or (iii) imposes any other condition, the result of which is to increase the cost to an Affected Party of performing its obligations under this Agreement, or to reduce the rate of return on its capital or assets as a consequence of its obligations under this Agreement, to reduce the amount of any sum received or receivable by it under this Agreement, or to require any payment calculated by reference to the amount of interests or loans held or interest received by it, then, upon demand by the Administrative Agent on behalf of such Affected Party, the Borrower shall pay to the Administrative Agent, for the benefit of such Affected Party, such amounts charged to such Affected Party or such amounts to otherwise compensate it for such increased cost or such reduction within 30 days after demand by such Affected Party. The Borrower acknowledges that any Affected Party may institute measures in anticipation of a Regulatory Requirement (including the imposition of internal charges on its interests or obligations under this Agreement), and may commence allocating charges to or seeking compensation from the

Borrower under this Section in connection with such Early Adoption Increased Costs in advance of the effective date of such Regulatory Requirement, and the Borrower agrees to pay such Early Adoption Increased Costs to the Administrative Agent, for the benefit of such Affected Party, following demand therefor without regard to whether such effective date has occurred; provided, however, that such amounts shall be payable to an Affected Party only if it represents and warrants in writing to the Borrower that it is (i) recognizing internal charges in respect of its interests or obligations under this Agreement in anticipation of a Regulatory Requirement and (ii) applying consistent return metrics in making determinations to charge Early Adoption Increased Costs or similar amounts to its similarly-situated subprime auto finance company customers; further provided, however, that no amount of Early Adoption Increased Costs shall begin to accrue or be payable by the Borrower in respect of an anticipated Regulatory Requirement until 60 days after it receives written notice that such Affected Party intends to make a claim for Early Adoption Increased Costs under this Section in respect of such change. For the avoidance of doubt, the Borrower shall not be required to pay any Early Adoption Increased Costs incurred by any Affected Party prior to the expiration of the 60-day notice period specified in the preceding sentence. The Borrower further acknowledges that any charge or compensation demanded hereunder may take the form of a monthly charge to be assessed by such Affected Party.

(b) If (i) the introduction of or any change in or in the interpretation of any law, guideline, rule, regulation, directive, order or request (including the Dodd-Frank Act, Basel II, Basel III or the Risk-Based Capital Requirements) or (ii) compliance by any Affected Party with any law, guideline, rule, regulation, order, directive or request from any Governmental Authority (whether or not having the force of law), including compliance by an Affected Party with any law, guideline, rule, regulation, order, directive or request regarding capital adequacy (including the Dodd-Frank Act, Basel II, Basel III or the Risk-Based Capital Requirements) has the result of reducing the rate of return on an Affected Party's capital or assets as a consequence of its obligations under this Agreement, then from time to time, within 30 days after demand by such Affected Party (which demand shall be accompanied by a statement setting forth the basis for such demand), the Borrower shall pay directly to such Affected Party such additional amount or amounts as will compensate it for such reduction. The Borrower acknowledges that any Affected Party may institute measures in anticipation of any event described in this subsection in advance of the effective date of such event, and may commence allocating charges to or seeking compensation from such Borrower under this subsection and the Borrower agrees to pay such charges or compensation to such Affected Party following demand therefor without regard to whether such effective date has occurred.

(c) In determining any amount provided for in this Section, the Affected Party may use any reasonable averaging and attribution methods. Any Affected Party making a claim under this Section shall submit to the Borrower a certificate as to such additional or increased cost or reduction, which certificate shall be conclusive absent manifest error.

(d) If in its sole discretion a Lender so desires, the related Agent shall provide a Rating Request to the Borrower and the Servicer. The Borrower and the Servicer shall cooperate with the efforts of such Agent and the related Lender to obtain the Required Rating from the Rating Agency specified in the Rating Request, and shall provide such Rating Agency any information it may reasonably require for purposes of providing and monitoring the Required

Rating. The related Lender shall pay the initial fees payable to the Rating Agency in connection with a Rating Request and the Servicer shall pay any subsequent or ongoing fees for the continued monitoring of the rating. Nothing in this subsection shall preclude any such Lender from demanding compensation from the Borrower pursuant to Section 2.12(b) at any time and without regard to whether the Required Rating shall have been obtained, or shall require the obtaining of a rating on the facility prior to demanding any such compensation from the Borrower.

Section 2.13. Taxes.

(a) Defined Terms. For purposes of this Section, the term "Applicable Law" includes FATCA.

(b) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Borrower under any Basic Document shall be made without deduction or withholding for any Taxes, except as required by Applicable Law. If any Applicable Law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with Applicable Law and, if such Tax is an Indemnified Tax, then the sum payable by the Borrower shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) Payment of Other Taxes by Borrower. The Borrower shall timely pay to the relevant Governmental Authority in accordance with Applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by Borrower. The Borrower shall indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 13.01(f) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the

Administrative Agent in connection with any Basic Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Basic Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this subsection.

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by the Borrower to a Governmental Authority pursuant to this Section, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Basic Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in subsections (g)(ii)(A), (ii)(B) and (ii)(D)) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Person:

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or about the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of

copies as shall be requested by the recipient) on or about the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party with respect to (x) payments of interest under any Basic Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) any other applicable payments under any Basic Document, IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit K-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, or a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit K-2 or Exhibit K-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided, that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit K-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax,

duly completed, together with such supplementary documentation as may be prescribed by Applicable Law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Basic Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including by the payment of additional amounts pursuant to this Section), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this subsection (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this subsection, in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this subsection the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party's obligations under this Section shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Basic Document.

(j) Tax Refunds. Within 30 days of the written request of the Borrower therefor, the Administrative Agent and each Lender, as appropriate, shall execute and deliver to the Borrower such certificates, forms or other documents which can be furnished consistent with the facts and which are reasonably necessary to assist the Borrower in applying for refunds of Taxes remitted hereunder; provided, however, that (i) neither the Administrative Agent nor any Lender shall be required to deliver any such certificate, form or other document if in its sole discretion it is determined that the deliverance of such certificate, form or other document would have a material adverse effect on it and (ii) the Borrower shall reimburse the Administrative Agent and each Lender for all expenses incurred in the delivery of any such certificate, form or other document.

Section 2.14. Sharing of Payments, Etc. If, other than as expressly provided elsewhere herein, any Lender shall obtain on account of the Loans owed to it any payment in excess of its Invested Percentage in such payment, such Lender shall immediately (i) notify the Administrative Agent of such fact and (ii) purchase from the other Lenders such participations made by them as shall be necessary to cause such purchasing Lender to share the excess payment pro rata (based on the Lender Percentage of each Lender and, if applicable, further allocated from each such Lender to each of its related Conduit Lenders that are not Committed Lenders, pro rata) with each of them; provided, however, that if all or any portion of such excess payment is thereafter recovered from the purchasing Lender, such purchase shall to that extent be rescinded and each other Lender shall repay to the purchasing Lender the purchase price paid therefor, together with an amount equal to such paying Lender's ratable share (according to the proportion of (a) the amount of such paying Lender's required repayment to (b) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered. The Borrower agrees that any Lender so purchasing a participation from another Lender may, to the fullest extent permitted by Applicable Law, exercise all its rights of payment (including the right of set-off) with respect to such participation as fully as if such Lender was the direct creditor of the Borrower in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of participations purchased under this Section and will in each case notify each Agent following any such purchases or repayments.

Section 2.15. Securitizations.

(a) On any Business Day, the Borrower shall have the right to prepay all or a portion of the Loans Outstanding and require the Administrative Agent to release its security interest and Lien on the related Receivables in connection with a Securitization, subject to the following terms and conditions:

(i) the Borrower shall have given the Administrative Agent, the Account Bank, the Collateral Custodian, the Servicer and the Backup Servicer at least ten Business Days' prior written notice of its intent to effect a Securitization;

(ii) unless a Securitization is to be effected on a Payment Date (in which case the relevant calculations with respect to such Securitization shall be reflected on the applicable Monthly Report), the Servicer shall deliver to the Administrative Agent and the Collateral Custodian (A) a Securitization Date Certificate (which shall include a calculation of the Borrowing Base after giving effect to such Securitization), together with evidence to the reasonable satisfaction of the Administrative Agent that the Borrower shall have sufficient funds on the related Securitization Date to effect such Securitization in accordance with this Agreement, which funds may come from the proceeds of sales of the Receivables in connection with such Securitization and (B) a computer tape of the Receivables, both before and after giving effect to such Securitization;

(iii) on the related Securitization Date, the following shall be true and correct and the Borrower shall be deemed to have certified that after giving effect to the Securitization and the release to the Borrower of the related Receivables on the related Securitization Date, (A) no adverse selection procedures shall have been used by the Borrower with respect to the Receivables that will remain subject to this Agreement after giving effect to the Securitization, (B) no Borrowing Base Deficiency exists, (C) no Unmatured Termination Event, Termination Event, Unmatured Servicer Termination Event, Servicer Termination Event or Amortization Event has occurred or results from such Securitization, (D) the Excess Spread Percentage exceeds the Minimum Excess Spread Percentage and (E) the proportion (rounded to the nearest one hundredth of one percent) of the Pool Balance comprised of Receivables as to which the greater of (1) 10% of any Scheduled Payment or (2) $50.00, is unpaid for 31 or more but less than 61 days past its scheduled due date is not more than 1% greater than such proportion immediately prior to such Securitization; and

(iv) on the related Securitization Date, the Administrative Agent shall have received, for the benefit of the Lenders in immediately available funds, and shall then distribute to the applicable entities, an amount equal to the sum of (A) the portion of the Loans Outstanding to be prepaid (which shall not be an amount less than the amount necessary to cause the Loans Outstanding to be less than or equal to the Borrowing Base after giving effect to the prepayment of the Loans Outstanding on such Securitization Date), (B) an amount equal to all unpaid Interest (including Interest not yet accrued) to the extent reasonably determined by the Administrative Agent to be attributable to that portion of the Loans Outstanding to be paid in connection with the Securitization, (C) an aggregate amount equal to the sum of all other amounts due and owing to the Administrative Agent, the Lenders, the Account Bank and the Backup Servicer, as applicable, under this Agreement and the other Basic Documents, to the extent accrued to such date and to accrue thereafter (including Breakage Costs) and (D) all other Aggregate Unpaids with respect thereto.

(b) The Borrower hereby agrees to pay the reasonable legal fees and expenses of the Administrative Agent, the Agents, the Lenders, the Backup Servicer, the Collateral Custodian and the Account Bank in connection with any Securitization (including expenses incurred in connection with the release of the Lien of the Administrative Agent, the Lenders and any other party having an interest in the Receivables in connection with such Securitization).

(c) In connection with any Securitization, on the related Securitization Date, subject to satisfaction of the conditions referred to in this Section, the Administrative Agent shall, at the expense of the Borrower, (i) execute such instruments of release with respect to the portion of the Receivables (and the other related Collateral) to be released to the Borrower, including a Securitization Release, in favor of the Borrower as the Borrower may reasonably request, (ii) deliver any portion of the Receivables (and the other related Collateral) to be released to the Borrower in its possession or control to the Borrower and (iii) otherwise take such actions as are necessary and appropriate to release the Lien of the Administrative Agent on the portion of the Receivables (and the other related Collateral) to be released to the Borrower and deliver to the Borrower such Receivables and related Collateral.

Section 2.16. The Account Bank.

(a) The Borrower hereby appoints WTNA as the initial Account Bank and WTNA accepts such appointment. All payments of amounts due and payable in respect of the Obligations that are to be made from amounts withdrawn from the Collection Account shall be made on behalf of the Borrower by the Account Bank.

(b) The Account Bank shall be compensated for its activities hereunder by receiving the Account Bank Fee and expenses. The Borrower shall indemnify the Account Bank and its officers, directors, employees and agents for, and hold them harmless against, any loss, liability or expense incurred (including attorneys' fees and expenses and court costs), other than in connection with the willful misconduct, gross negligence or bad faith on the part of the Account Bank, arising out of or in connection with the performance of its obligations under and in accordance with this Agreement, including in connection with any action, claim or suit brought to enforce the Account Bank's right to indemnification. All such amounts shall be payable in accordance with Section 2.07.

THE FOREGOING INDEMNIFICATION SHALL APPLY WHETHER OR NOT SUCH LIABILITIES AND COSTS ARE IN ANY WAY OR TO ANY EXTENT OWED, IN WHOLE OR IN PART, UNDER ANY CLAIM OR THEORY OF STRICT LIABILITY, OR ARE CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACT OR OMISSION OR ANY KIND BY THE ACCOUNT BANK.

(c) The Account Bank shall be liable in accordance herewith only to the extent of the obligations specifically undertaken by the Account Bank in such capacity herein. No implied covenants or obligations shall be read into this Agreement against the Account Bank and, in the absence of bad faith or gross negligence on the part of the Account Bank, the Account Bank may conclusively rely on the truth of the statements and the correctness of the opinions expressed in any certificates or opinions furnished to the Account Bank pursuant to and conforming to the requirements of this Agreement.

(d) The Account Bank shall not be liable for:

(i) an error of judgment made in good faith by one of its officers; or

(ii) any action taken, suffered or omitted to be taken in good faith in accordance with or believed by it to be authorized or within the discretion or rights or

powers conferred, by this Agreement or at the direction of a Secured Party relating to the exercise of any power conferred upon the Account Bank under this Agreement or at the direction of the Servicer or Borrower in accordance with this Agreement, in each case unless it shall be proved that the Account Bank shall have been negligent in ascertaining the pertinent facts.

(e) The Account Bank shall not be charged with actual or constructive knowledge of any event, default, event of default (including an Amortization Event, Termination Event, Unmatured Termination Event, Servicer Termination Event or Unmatured Servicer Termination Event) or information, or be required to act upon any event, default or event of default (including an Amortization Event, Termination Event, Unmatured Termination Event, Servicer Termination Event or Unmatured Servicer Termination Event) or information (including the sending of any notice) unless a Responsible Officer of the Account Bank obtains actual knowledge of such event or information, or a Responsible Officer of the Account Bank receives written notice of such event or information from the Borrower, the Servicer or any Secured Party. For the avoidance of doubt, in the absence of such actual knowledge or written notice, the Account Bank may conclusively assume that there is no such event, default or event of default (including an Amortization Event, Termination Event, Unmatured Termination Event, Servicer Termination Event or Unmatured Servicer Termination Event) or information and, consequently, is not required to perform a duty (including the sending of a notice) to act upon such event, default, event of default (including an Amortization Event, Termination Event, Unmatured Termination Event, Servicer Termination Event or Unmatured Servicer Termination Event) or information or to determine whether any such event, default or event of default (including an Amortization Event, Termination Event, Unmatured Termination Event, Servicer Termination Event or Unmatured Servicer Termination Event) has occurred.

(f) Without limiting the generality of this Section, the Account Bank shall have no duty (i) to see to any recording, filing or depositing of this Agreement or any agreement referred to herein or any financing statement or continuation statement evidencing a security interest in the Collateral, or to see to the maintenance of any such recording or filing or depositing or to any recording, refiling or redepositing of any thereof, (ii) to see to any insurance of the Financed Vehicles or Obligors or to effect or maintain any such insurance, (iii) to see to the payment or discharge of any Tax, assessment or other governmental charge or any Lien or encumbrance of any kind owing with respect to, assessed or levied against, any part of the Contracts, (iv) to confirm or verify the contents of any reports or certificates of the Servicer or the Borrower delivered to the Account Bank pursuant to this Agreement believed by the Account Bank to be genuine and to have been signed or presented by the proper party or parties or (v) to inspect the Financed Vehicles at any time or ascertain or inquire as to the performance or observance of any of the representations, warranties or covenants of the Borrower or the Servicer or the Servicer's duties and obligations as Servicer and as custodian of the books, records, files and computer records relating to the Contracts under this Agreement.

(g) The Account Bank shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if there shall be reasonable ground for believing that the repayment of such funds or adequate indemnity against such risk or liability shall not be reasonably assured to it, and none of the provisions contained in this Agreement shall in any

event require the Account Bank to perform, or be responsible for the manner of performance of, any of the obligations of the Servicer or any other party under this Agreement.

(h) The Account Bank may rely and shall be protected in acting or refraining from acting upon any resolution, Officer's Certificate, Monthly Report, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond, approval, direction or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties (including any of the foregoing deliverables in electronic format).

(i) The Account Bank may consult with counsel of its choice with regard to legal questions arising out of or in connection with this Agreement and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, omitted or suffered by the Account Bank in good faith in accordance therewith.

(j) The Account Bank shall be under no obligation to exercise any of the rights, powers or remedies vested in it by this Agreement (except to comply with its obligations under this Agreement and any other Basic Document to which it is a party) or to institute, conduct or defend any litigation under this Agreement or in relation to this Agreement, at the request, order or direction of the Administrative Agent (acting with the consent or at the direction of the Required Lenders) pursuant to the provisions of this Agreement, unless the Borrower, the Servicer or the Administrative Agent, on behalf of the Secured Parties, shall have offered to the Account Bank reasonable security or indemnity against the costs, expenses and liabilities that may be incurred therein or thereby.

(k) The Account Bank shall not be bound to make any investigation into the facts of matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond, direction or other paper or document (including any of the foregoing delivered in electronic format), unless requested in writing so to do by the Borrower, the Servicer, any Secured Party or the Administrative Agent; provided, that if the payment within a reasonable time to the Account Bank of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation shall be, in the opinion of the Account Bank, not reasonably assured by the Borrower, the Servicer or any Secured Party, the Account Bank may require indemnity reasonably satisfactory to it against such cost, expense or liability as a condition to so proceeding. The reasonable expense of every such examination shall be paid by the Borrower or the Servicer or, if paid by the Account Bank, shall be reimbursed by the Borrower or the Servicer upon demand. The Account Bank shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Agreement, whether or not an original or a copy of such agreement has been provided to the Account Bank. The Account Bank shall have no obligation to supervise, verify, monitor or administer the performance of the Servicer, the Borrower, the Administrative Agent or any other Person.

(l) The Account Bank may execute any of the trusts or powers hereunder or perform any duties under this Agreement either directly or by or through agents or attorneys or a custodian. The Account Bank shall not be responsible for any misconduct or negligence of any such agent or custodian appointed with due care by it hereunder.

(m) The Account Bank shall have no duties or responsibilities except those that are specifically set forth herein, and no implied covenants or obligations shall be read into this Agreement against the Account Bank. If the Account Bank shall request instructions from the Administrative Agent or the Servicer with respect to any act, action or failure to act in connection with and as set forth in this Agreement, the Account Bank shall be entitled to refrain from taking such action and continue to refrain from acting unless and until it shall have received written instructions from the Administrative Agent or the Servicer, as applicable, without incurring any liability therefor to the Administrative Agent, the Borrower, the Servicer or any other Person.

(n) The Account Bank may act in reliance upon any written communication of the Administrative Agent or the Servicer concerning the delivery of Collateral pursuant to this Agreement. The Account Bank does not assume and shall have no responsibility for, and makes no representation as to, monitoring the value of the Contracts and other Collateral. The Account Bank shall not be liable for any action or omission to act hereunder, except for its own gross negligence, bad faith or willful misconduct.

THE FOREGOING PROVISIONS SHALL APPLY WHETHER OR NOT SUCH LIABILITIES ARE IN ANY WAY OR TO ANY EXTENT OWED, IN WHOLE OR IN PART, UNDER ANY CLAIM OR THEORY OF STRICT LIABILITY, OR ARE CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACT OR OMISSION OF ANY KIND BY THE ACCOUNT BANK.

(o) If the Account Bank shall at any time receive conflicting instructions from the Administrative Agent and the Servicer or any other party to this Agreement and the conflict between such instructions cannot be resolved by reference to the terms of this Agreement, the Account Bank shall be entitled to rely on the instructions of the Administrative Agent. In the absence of bad faith, gross negligence or willful misconduct on the part of the Account Bank, the Account Bank may rely and shall be protected in acting or refraining from acting upon any resolution, officer's certificate, Monthly Report, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice request, consent, order, appraisal, bond, approval, direction or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties (including any of the foregoing delivered in electronic format). The Account Bank may rely upon the validity of documents delivered to it, without investigation as to their authenticity or legal effectiveness, and the Servicer and the other parties to this Agreement will hold the Account Bank harmless from any claims that may arise or be asserted against the Account Bank because of the invalidity of any such documents or their failure to fulfill their intended purpose. The Account Bank shall not be bound to ascertain or inquire as to the performance or observance of any of the terms of this Agreement or any other agreement on the part of any party, except as may otherwise be specifically set forth herein. In no event will the Account Bank or any of its officers, directors, employees or agents be liable for any consequential, indirect, punitive or special damages (including lost profits).

(p) The Account Bank is authorized, in its sole discretion, to disregard any and all notices or instructions given by any other party hereto or by any other individual, firm or corporation, except only such notices or instructions as are herein provided for and orders or process of any court entered or issued with or without jurisdiction. If any property subject hereto

is at any time attached, garnished or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part hereof, then and in any of such events the Account Bank is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree with which it is advised by legal counsel of its own choosing is binding upon it, and if it complies with any such order, writ, judgment or decree it shall not be liable to any other party hereto or to any other individual, firm or corporation by reason of such compliance even though such order, writ, judgment or decree maybe subsequently reversed, modified, annulled, set aside or vacated.

(q) Any Person into which the Account Bank may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Account Bank shall be a party, or any Person succeeding to the business of the Account Bank, provided that such Person otherwise meets the requirements in the definition of the term "Account Bank", shall be the successor of the Account Bank under this Agreement, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(r) The Account Bank may at any time resign and terminate its obligations under this Agreement; provided, however, that except as provided herein, no such resignation or termination shall be effective until a successor Account Bank is appointed (and accepts such appointment) pursuant to the terms of this Section. The Borrower may remove the Account Bank with at least 30 days' prior written notice to the Account Bank and the prior written consent of the Administrative Agent. Promptly after receipt of notice of the Account Bank's intended resignation, or after the Borrower's removal of the Account Bank, the Borrower shall appoint, by written instrument, a successor Account Bank. If the Borrower fails to appoint a successor Account Bank pursuant to the terms hereof within 30 days after receipt of the Account Bank's notice of resignation or after the Borrower's removal of the Account Bank, the Administrative Agent shall have the right to appoint a successor Account Bank that is acceptable to the Required Lenders by written instrument. If neither the Borrower nor the Administrative Agent has appointed a successor Account Bank within 60 days after receipt of the Account Bank's notice of resignation or after the Borrower's removal of the Account Bank, the Account Bank may petition a court of competent jurisdiction to appoint a successor Account Bank, with the cost of such petition to be borne by the Borrower.

(s) The Account Bank may conclusively rely on the face value of any document or direction believed by it to be genuine and to have been signed or presented by the proper Person. The Account Bank need not investigate any fact or matter stated in the document or direction including recalculate, evaluate, verify or independently determine the accuracy of any numerical information, report, certificate, information, statement, representation or warranty or any fact or matter stated in any such document or direction and may conclusively rely as to the truth of the statements and the accuracy of the information therein.

(t) Without limiting the generality of any other provision hereof, the Account Bank shall have no duty to conduct any investigation as to a breach of any representation and warranty, the occurrence of any condition requiring the repurchase of any Receivable by any

Person pursuant to this Agreement or the eligibility of any Receivable for purposes of this Agreement.

(u) Before the Account Bank acts or refrains from taking any action under this Agreement, it may require (i) written direction from the Administrative Agent (acting with the consent or at the direction of the Required Lenders) that the Account Bank act or refrain from acting and (ii) an Officer's Certificate and/or an Opinion of Counsel from the party requesting that the Account Bank act or refrain from acting, in form and substance acceptable to the Account Bank, the costs of which (including the Account Bank's reasonable attorney fees and expenses) shall be paid by the party requesting that the Account Bank act or refrain from acting. The Account Bank shall not be liable for any action it takes or omits to take in good faith in reliance on such Officer's Certificates and/or an Opinion of Counsel.

(v) The Account Bank shall incur no liability if, by reason of any provision of any future law or regulation thereunder, or by any Force Majeure Event, the Account Bank shall be prevented or forbidden from doing or performing any act or thing which the terms of this Agreement provide shall or may be done or performed.

(w) Notwithstanding anything to the contrary in this Agreement, the Account Bank shall not be required to take any action that is not in accordance with Applicable Law.

(x) The right of the Account Bank to perform any permissive or discretionary act enumerated in this Agreement or any related document shall not be construed as a duty.

(y) The Account Bank will not be responsible or liable for the existence, genuineness, value or protection of any collateral securing the Receivables, for the legality, enforceability, effectiveness or sufficiency of the Basic Documents for the creation, perfection, continuation, priority, sufficiency or protection of any of the Liens, or for any defect or deficiency as to any such matters or for monitoring the status of any Lien or performance of the Collateral.

(z) The Account Bank shall not be liable for any action or inaction of the Borrower, the Servicer or any other party (or agent thereof) to this Agreement or any related document and may assume compliance by such parties with their obligations under this Agreement or any related agreements, unless a Responsible Officer of the Account Bank has actual knowledge or shall have received written notice to the contrary pursuant to Section 15.02.

(aa) The Account Bank shall not be imputed with any knowledge of, or information possessed or obtained by, the Collateral Custodian or any Affiliate, line of business or other division of WTNA and vice versa (in each case other than instances where such roles are performed by the same group or division within WTNA or otherwise include common Responsible Officers).

(bb) The Account Bank shall not be responsible for, and makes no representation or warranty as to, the validity, legality, enforceability, sufficiency or adequacy of this Agreement or any related document, or as to the correctness of any statement contained in any thereof. The recitals contained herein shall be construed as the statements of the Borrower. The Account Bank shall not be accountable for money paid to the Borrower pursuant to the provisions hereof,

and it shall not be responsible for any statement of the Borrower in this Agreement or in any document issued in connection with this Agreement.

(cc) Delivery of any reports, information and documents to the Account Bank provided for herein is for informational purposes only and the Account Bank's receipt of such reports and any publicly available information shall not constitute actual or constructive knowledge or notice of any information contained therein or determinable from information contained therein, including the Servicer's or the Borrower's compliance with any of its representations, warranties or covenants hereunder (as to which the Account Bank is entitled to rely exclusively on Officer's Certificates of the Servicer or the Borrower with respect to such compliance thereof), unless a Responsible Officer of the Account Bank actually receives such report, other information or document and such party is expressly required under the terms of this Agreement or another Basic Document to review such information, document or the contents of any such report. In connection with the delivery of any information to the Account Bank (including the Monthly Report) by the Servicer or any other party to the Basic Documents where the Account Bank is required to use such information in connection with the preparation or distribution of reports or in connection with the payment of funds, the Account Bank is entitled to conclusively rely on the accuracy of all such information and shall not be required to investigate or reconfirm its accuracy and shall not be liable in any manner whatsoever for any errors, inaccuracies or incorrect information resulting from the use of this information.

(dd) In no event shall the Account Bank, its directors, officers, agents or employees be liable, directly or indirectly, for any special, indirect, punitive or consequential damages (including lost profits).

(ee) In no event will the Account Bank have any duty, obligation or responsibility to determine or confirm whether the selection of an Benchmark Replacement is necessary or advisable, or to select or to confirm a Benchmark Replacement or Benchmark Replacement Conforming Changes. The Account Bank shall have no liability for the Administrative Agent, the Borrower or any other Person's selection of an Benchmark Replacement or Benchmark Replacement Conforming Changes. The Account Bank shall have no obligation to provide notice of any selection of an Benchmark Replacement to any Agent, Lender, any transaction party or any other Person.

Section 2.17. Collection Account.

(a) In accordance with this Agreement, the Borrower shall, on or prior to the Closing Date, establish at the Account Bank an account in the name of the Borrower, which shall be designated as the "Collection Account", which shall be maintained with the Account Bank in accordance herewith which shall be subject to the Lien of the Administrative Agent.

(b) This Agreement shall constitute an "authenticated record" for purposes of, and Borrower hereby grants to and confers upon the Administrative Agent "control" of the Collection Account as contemplated in, Section 8-106 (and similar related provisions) of the UCC.

(c) Each of Account Bank, Borrower and Administrative Agent hereby agrees that (a) Account Bank is a "securities intermediary" under and within the meaning of Section 8-102(a)(14) of the UCC in relation to the Collection Account; (b) the Collection Account constitutes a "securities account" under and within the meaning of Section 8-501(a) of the UCC and has been established by Account Bank on Account Bank's books; (c) Account Bank is maintaining the Collection Account for the benefit of the Borrower as entitlement holder, subject to the security interest of the Administrative Agent; (d) the Account Bank is acting in the capacity of a securities intermediary with respect to securities, financial assets and other property credited to the Collection Account and the "security entitlements" within the meaning of Section 8-102(a)(17) of the UCC arising therefrom, in each case, as to which the Borrower is the entitlement holder; and (e) each item of property credited to the Collection Account, including each item of "investment property" within the meaning of Section 9-102(a)(49) of the UCC, each "instrument" within the meaning of Section 9-102(a)(47) of the UCC and any cash, and each security entitlement in any of the foregoing, will be treated by the Account Bank and will constitute "financial assets" within the meaning of Section 8-102(a)(9) of the UCC.

(d) The Account Bank hereby confirms and agrees that:

(i) the Account Bank shall not change the name or account number of the Collection Account without the prior written consent of the Administrative Agent;

(ii) all securities or other property underlying any financial assets credited to the Collection Account shall be registered in the name of the Account Bank, indorsed to the Account Bank or indorsed in blank or credited to another securities account maintained in the name of the Account Bank, and in no case will any financial asset credited to the Collection Account be registered in the name of the Borrower or any other Person, payable to the order of the Borrower or specially indorsed to the Borrower or any other Person, except to the extent the foregoing have been specially indorsed to the Administrative Agent, for the benefit of the Secured Parties, or in blank;

(iii) all property transferred or delivered to the Account Bank pursuant to this Agreement will be promptly credited to the Collection Account;

(iv) the Collection Account is an account to which financial assets are or may be credited, and the Account Bank shall, subject to the terms of this Agreement, treat each of the Borrower and the Servicer as entitled to exercise the rights that comprise any financial asset credited to such account;

(v) the Account Bank shall promptly make available copies of all statements, confirmations and other material correspondence concerning the Collection Account and/or any financial assets credited thereto simultaneously to each of the Servicer (on behalf of the Borrower) and the Administrative Agent at the address for each set forth on Schedule E; and

(vi) notwithstanding the intent of the parties hereto, to the extent that the Collection Account shall be determined to constitute a "deposit account" within the meaning of Section 9-102(a)(29) of the UCC, the Collection Account shall be subject to

the exclusive control of the Administrative Agent, for the benefit of the Secured Parties, and the Account Bank will comply with instructions originated by the Administrative Agent directing disposition of the funds in Collection Account without further consent by the Borrower or the Servicer.

(e) Except as otherwise set forth in Sections 2.17(f) and (g), the Account Bank will comply with Entitlement Orders originated by the Borrower or by the Servicer. The Borrower shall not directly make any withdrawals from Collection Account.

(f) If at any time the Account Bank shall receive any Entitlement Order from the Administrative Agent (i.e., an order directing a transfer or redemption of any financial asset in the Collection Account), or any "instruction" (within the meaning of Section 9-104 of the UCC), originated by the Administrative Agent, after receipt by the Account Bank of a Notice of Exclusive Control, the Account Bank shall comply with such Entitlement Order or instruction without further consent by the Borrower, the Servicer or any other Person.

(g) Upon receipt by the Account Bank of a Notice of Exclusive Control, the Account Bank will take all Entitlement Orders, instructions or other directions it receives from the Administrative Agent, on behalf of the Secured Parties, with respect to the Collection Account and the disposition of funds in the Collection Account, without further consent by the Borrower, the Servicer or any other Person, and shall cease complying with Entitlement Orders, instructions or other directions concerning the Collection Account originated by the Borrower, the Servicer or any other Person.

(h) In the event that the Account Bank has or subsequently obtains by agreement, by operation of law or otherwise a security interest in the Collection Account or any financial assets, funds, cash or other property credited thereto or any security entitlement with respect thereto, the Account Bank hereby agrees that such security interest shall be subordinate to the security interest of the Administrative Agent, for the benefit of the Secured Parties. Notwithstanding the preceding sentence, the financial assets, funds, cash or other property credited to the Collection Account will not be subject to deduction, set-off, banker's lien, or any other right in favor of any Person other than the Administrative Agent, for the benefit of the Secured Parties (except that the Account Bank may set-off all amounts due to the Account Bank in respect of customary fees and expenses for the routine maintenance and operation of the Collection Account).

(i) Regardless of any provision in any other agreement, for purposes of the UCC, New York shall be deemed to be the "bank's jurisdiction" (within the meaning of Section 9-304 of the UCC) and the "security intermediary's jurisdiction" (within the meaning of Section 8-110 of the UCC).

(j) The "account agreement" (within the meaning of the Hague Securities Convention) establishing the Collection Account is governed solely by the law of the State of New York and that the law of the State of New York shall govern all issues specified in Article 2(1) of the Hague Securities Convention.

ARTICLE THREE

SECURITY

Section 3.01. Collateral.

(a) The parties hereto intend that this Agreement constitute a security agreement and the transactions effected hereby constitute secured loans by the Lenders to the Borrower under Applicable Law. As collateral security for the prompt, complete and indefeasible payment and performance in full when due, whether by lapse of time, acceleration or otherwise, of the Obligations, the Borrower hereby grants to the Administrative Agent, as agent for the Secured Parties, a Lien on and security interest in all of the Borrower's right, title and interest in, to and under the following, whether now existing or owned or hereafter arising or acquired by the Borrower (collectively, the "Collateral"):

(i) the Receivables, all security interests or Liens purporting to secure payment of the foregoing and the related Contracts, and any accounts or obligations evidenced thereby, any guarantee thereof, all Collections and all monies due (including any payments made under any guarantee or similar credit enhancement with respect to any such Receivables) or to become due or received by any Person in payment of any of the foregoing on or after the related Cutoff Date;

(ii) the Financed Vehicles (including Financed Vehicles that have been repossessed) or in any document or writing evidencing any security interest in any Financed Vehicle and each security interest in each Financed Vehicle, whether now existing or hereafter acquired, securing each such Receivable, including all proceeds from any sale or other disposition of such Financed Vehicles;

(iii) the Account Collateral;

(iv) subject to the Master Collection Account Agreement, the Borrower's rights to the Master Collection Account;

(v) all Hedge Collateral;

(vi) the Contract Files, the Receivables File, the Schedule of Receivables and all documents, agreements and instruments included in the Contract Files and the Receivables Files, including rights of recourse of the Borrower against Tricolor and/or any Originator;

(vii) all Records, documents and writings evidencing or related to the Receivables or the Contracts;

(viii) all rights to payment under all Insurance Policies with respect to a Financed Vehicle, including any monies collected from whatever source in connection with any default of an Obligor with respect to a Financed Vehicle and any proceeds from claims or refunds of premiums on any Insurance Policy, whether now existing or hereafter acquired, and all proceeds thereof;

(ix) all guaranties, indemnities, warranties, insurance (and proceeds and premium refunds thereof) and other agreements or arrangements of whatever character from time to time supporting or securing payment of the Receivables, whether pursuant to the related Contracts or otherwise;

(x) all rights to payment under all service contracts and other contracts and agreements associated with the Receivables and all of the Borrower's interest in all recourse rights against the related Originators;

(xi) all security interests, Liens, guaranties and other encumbrances in favor of or assigned or transferred to the Borrower in and to the Receivables, whether now existing or hereafter acquired, the related Contracts, whether now existing or hereafter acquired and the Financed Vehicles, whether now existing or hereafter acquired;

(xii) all deposit accounts, monies, deposits, funds, accounts and instruments relating to the foregoing (subject to the Master Collection Account Agreement);

(xiii) the Purchase Agreement (including each Transfer Agreement) and all other Borrower Basic Documents and remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by the Borrower against Tricolor under or in connection with the Purchase Agreement; and

(xiv) all accounts, general intangibles, chattel paper, instruments, documents, money, deposit accounts, certificates of deposit, goods (together with all embedded software, accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor), investment property, letters of credit, letter-of-credit rights, commercial tort claims, uncertificated securities, securities accounts, security entitlements and supporting obligations; and

(xv) all income and proceeds of the foregoing.

(b) The grant under this Section does not constitute and is not intended to result in a creation or an assumption by any Secured Party or Agent of any obligation of the Borrower or any other Person in connection with any or all of the Collateral or under any agreement or instrument relating thereto. Anything herein to the contrary notwithstanding, (i) the Borrower shall remain liable under the Contracts to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Administrative Agent of any of its rights in the Collateral shall not release the Borrower from any of its duties or obligations under the Collateral and (iii) no Secured Party or Agent shall have any obligations or liability under the Collateral by reason of this Agreement, nor shall any Secured Party or Agent be obligated to perform any of the obligations or duties of the Borrower thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

(c) Each of the Borrower and the Servicer represents and warrants as to itself that each remittance of Collections by it to the Administrative Agent (on behalf of the Secured Parties) under this Agreement will have been (i) in payment of a debt incurred by the Borrower in the ordinary course of business or financial affairs of the Borrower and the Administrative

Agent (on behalf of the Secured Parties) and (ii) made in the ordinary course of business or financial affairs of the Borrower and the Administrative Agent (on behalf of the Secured Parties).

(d) Notwithstanding the foregoing grant of security interest, no account, instrument, chattel paper or other obligation or property of any kind due from, owned by or belonging to a Sanctioned Person shall be Collateral.

Section 3.02. Release of Collateral; No Legal Title.

(a) At the same time as any Contract (i) expires by its terms and all amounts in respect thereof have been paid by the related Obligor(s) and deposited in the Collection Account or (ii) has been prepaid in full and all amounts in respect thereof have been paid by the related Obligor(s) and deposited in the Collection Account, the Administrative Agent will promptly release its interest in the related Receivable and all related Collateral. In connection with any sale of a Financed Vehicle, after the deposit by the Servicer of the proceeds of such sale into the Collection Account, the Administrative Agent will, automatically and without further action, be deemed to have released its interest and lien on such Financed Vehicle; provided, that the Administrative Agent will make no representation or warranty, express or implied, with respect to any such Receivable and all related Collateral (including any Financed Vehicle) in connection with such sale or transfer and assignment. Nothing in this Section shall diminish the Servicer's obligations pursuant to Section 7.03(c) with respect to the proceeds of any such sale.

(b) Upon (i) repurchase of Receivables and related Collateral in connection with a Securitization or optional prepayment of the Loans Outstanding or (ii) the Facility Termination Date, the Administrative Agent, at the Borrower's expense, upon payment in full of the related Aggregate Unpaids, shall execute and file such partial or full releases or partial or full assignments of financing statements and other documents and instruments, and cause or permit the Servicer to take such actions, as may be reasonably requested by the Borrower to effectuate the release of the relevant portion of the Collateral.

(c) The Administrative Agent will not, except as may result from the exercise of its remedies hereunder, have legal title to any part of the Collateral on the Facility Termination Date and will have no further interest in or rights with respect to the Collateral.

Section 3.03. Protection of Security Interest; Administrative Agent, as Attorney-in-Fact.

(a) The Borrower agrees that from time to time, at its expense, it will promptly execute and deliver all instruments and documents, and take all actions, that may reasonably be necessary or desirable, or that the Administrative Agent may reasonably deem necessary, to perfect, protect or more fully evidence the security interest granted to the Administrative Agent, (on behalf of the Secured Parties) in the Receivables and the other Collateral, or to enable the Secured Parties to exercise and enforce their rights and remedies hereunder and thereunder.

(b) If the Borrower fails to perform any of its obligations under this Section after five Business Days' notice from any Secured Party or Agent, such Secured Party or Agent may (but shall not be required to) perform, or cause performance of, such obligation; and the reasonable costs and expenses of such party incurred in connection therewith shall be payable by the Borrower as provided in Article Eleven. The Borrower irrevocably authorizes the

Administrative Agent and appoints the Administrative Agent, as its attorney-in-fact to act on its behalf, (i) to execute or cause to be executed on its behalf as debtor and to file financing statements necessary or desirable in the Administrative Agent's sole discretion to perfect and to maintain the perfection and priority of the interest of the Secured Parties in the Receivables and the other Collateral, including financing statements that describe the collateral covered thereby as "all assets of the Borrower whether now owned or existing or hereafter acquired or arising and wheresoever located", and (ii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Receivables and the other Collateral, as a financing statement in such offices as the Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the interests of the Secured Parties in the Receivables and the other Collateral. This appointment is coupled with an interest and is irrevocable.

(c) The Borrower shall indicate clearly on its applicable books and records that each Receivable constitutes collateral security for the payment of the Obligations to the Secured Parties hereunder. If at any time the Borrower shall propose to sell, grant a security interest in, or otherwise transfer any interest in any motor vehicle receivables or amounts received on or in respect of such receivables to, any prospective purchaser, lender or other transferee, the Borrower shall give to such prospective purchaser, lender or other transferee computer tapes, records or printouts that, if they shall refer in any manner whatsoever to any of the Collateral, shall indicate clearly that such Collateral has been sold and is owned by the Borrower.

Section 3.04. Assignment of the Purchase Agreement. The Borrower hereby represents, warrants and confirms to the Administrative Agent that the Borrower has assigned to the Administrative Agent, for the ratable benefit of the Secured Parties hereunder, all of the Borrower's right and title to and interest in the Purchase Agreement. The Borrower confirms that the Administrative Agent shall have the sole right to enforce the Borrower's rights and remedies under the Purchase Agreement for the benefit of the Secured Parties, but without any obligation on the part of the Secured Parties or any of their respective Affiliates to perform any of the obligations of the Borrower under the Purchase Agreement. The Borrower further confirms and agrees that such assignment to the Administrative Agent (on behalf of the Secured Parties) shall terminate upon the Facility Termination Date; provided, however, that the rights of the Secured Parties pursuant to such assignment with respect to rights and remedies in connection with any indemnities and any breach of any representation, warranty or covenants made by Tricolor, pursuant to the Purchase Agreement, which rights and remedies survive the termination of the Purchase Agreement, shall be continuing and shall survive any termination of such assignment.

Section 3.05. Waiver of Certain Laws. Each of the Borrower, the Servicer and the Backup Servicer, if any, agrees, to the full extent that it may lawfully so agree, that neither it nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption law now or hereafter in force in any locality where any part of the Collateral may be situated in order to prevent, hinder or delay the enforcement or foreclosure of this Agreement, or the absolute sale of any of the Collateral or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof, and each such party for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may be lawful so to do, the benefit of

all such laws, and any and all right to have any of the properties or assets constituting the Collateral marshaled upon any such sale, and agrees that the Administrative Agent or any court having jurisdiction to foreclosure the security interests granted in this Agreement may sell the Collateral as an entirety or in such parcels as the Administrative Agent or such court may determine.

Section 3.06. Matters Relating to Electronic Chattel Paper.

(a) The Servicer hereby agrees that without the consent of the Administrative Agent (acting with the consent of the Lenders), it shall not, except in connection with a transfer of a Receivable permitted under the terms of this Agreement (i) "communicate" (as such term is used in Section 9-105 of the UCC) the Authoritative Copy of any Receivable constituting Electronic Chattel Paper to any other Person other than, if at all, the Borrower or (ii) allow the Authoritative Copy of any Receivable constituting Electronic Chattel Paper to contain any marks or notations indicating that it has been pledged, assigned or otherwise conveyed to any Person other than, if at all, the Borrower or the Administrative Agent (on behalf of the Secured Parties).

(b) On the ECP Control Date, the Borrower shall deliver to the Administrative Agent and the Lenders an Opinion of Counsel in form and substance satisfactory to the Administrative Agent and the Required Lenders that Tricolor obtains "control" (within the meaning of Section 9-105 of the UCC) of the Contracts included in the Collateral that constitute Electronic Chattel Paper.

Section 3.07. Master Collection Account. As collateral security for the prompt, complete and indefeasible payment and performance in full when due, whether by lapse of time, acceleration or otherwise, of the Obligations, Tricolor hereby grants to the Administrative Agent, as agent for the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to the Master Collection Account.

ARTICLE FOUR

CONDITIONS OF CLOSING AND LOANS

Section 4.01. Conditions to Closing. The Closing Date shall not occur, nor shall any Lender, the Administrative Agent, the Account Bank or the Backup Servicer be obligated to take, fulfill or perform any other action hereunder, until, all of the following conditions have been satisfied, in the sole discretion of the Administrative Agent:

(a) Each Basic Document shall have been duly executed by, and delivered to, the parties hereto and thereto and the Administrative Agent shall have received such other documents, instruments, agreements and legal opinions as the Administrative Agent shall request in connection with the transactions contemplated by this Agreement, each in form and substance satisfactory to the Administrative Agent.

(b) The Administrative Agent shall have received (i) satisfactory evidence that each of the Borrower, Tricolor, Tricolor Holdings and the Backup Servicer have obtained all required consents and approvals of all Persons, including all requisite Governmental Authorities, to the execution, delivery and performance of this Agreement and the other Basic Documents to which each is a party and the consummation of the transactions contemplated hereby or thereby or (ii) an Officer's Certificate from each of the Borrower, the Servicer, Tricolor and the Backup Servicer in form and substance satisfactory to the Administrative Agent affirming that no such consents or approvals are required.

(c) The Borrower, Tricolor, Tricolor Holdings and the Backup Servicer shall each be in compliance in all material respects with all Applicable Laws and shall have delivered an Officer's Certificate to the Administrative Agent as to this and other closing matters.

(d) The Borrower shall have paid all fees, costs and expenses required to be paid by it hereunder on the Closing Date, including all fees required to be paid to the Lenders under the Fee Letter.

(e) No Amortization Event, Termination Event or Unmatured Termination Event shall have occurred and be continuing.

(f) No Servicer Termination Event or Unmatured Servicer Termination Event shall have occurred and be continuing.

(g) The Administrative Agent shall have received, to the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, at least five days prior to the Closing Date, a Beneficial Ownership Certification in relation to the Borrower.

(h) The Administrative Agent shall have received an audit report in form and substance satisfactory to the Administrative Agent.

Section 4.02. Conditions Precedent to All Loans. Each request for a Loan by the Borrower to a Lender shall be subject to the conditions set forth in Section 4.01 and the further conditions precedent that:

(a) With respect to any Loan (including the Initial Loan), the Servicer shall have delivered to the Administrative Agent, in each case in form and substance satisfactory to the Administrative Agent, (i) on or prior to the Business Day prior to the proposed Funding Date (or, if the Initial Loan, is on the Closing Date, on or prior to the Closing Date), a Funding Request and a Receivable Receipt for the related Receivables and (ii) on such Funding Date, a Transfer Agreement, which will contain such additional information as may be reasonably requested by the Administrative Agent.

(b) On the related Funding Date, the following shall be true and correct and the Borrower shall be deemed to have certified that, after giving effect to the proposed Loan and pledge of the related Receivables:

(i) all requirements, conditions and limitations imposed in Section 2.01 in connection with the Borrower's request for, and the Lenders' funding of, a Loan shall have been satisfied and complied with as of such day;

(ii) the representations and warranties contained in Sections 5.01 and 5.02 are true and correct on and as of such day as though made on and as of such day and shall be deemed to have been made on such day;

(iii) no event has occurred and is continuing, or would result from such transaction that constitutes (A) a Termination Event or Unmatured Termination Event, (B) a Servicer Termination Event or Unmatured Servicer Termination Event or (C) an Amortization Event;

(iv) no Borrowing Base Deficiency exists;

(v) the Borrower and the Servicer each has performed all of the agreements contained in this Agreement and the other Basic Documents to be performed by it at or prior to the related Funding Date; and

(vi) no law or regulation shall prohibit, and no order, judgment or decree of any federal, State or local Governmental Authority shall prohibit or enjoin, the making of such Loan by the Lenders in accordance with the provisions hereof; and

(vii) after giving effect to the Loan being made on the related Funding Date, the Excess Spread Percentage is equal to or greater than the Minimum Excess Spread Percentage.

(c) The Borrower shall have delivered to the Servicer the Receivable Files for the related Receivables.

(d) No adverse selection procedures were used by the Borrower or Tricolor with respect to the Receivables being funded by the related Loan.

(e) On the related Funding Date, the Borrower shall be in compliance with Section 6.03 and with all requirements of any Hedging Agreement required thereby.

(f) On the related Funding Date, the Administrative Agent and the Agents shall have received such other approvals, opinions, information or documents as they may reasonably require.

ARTICLE FIVE

REPRESENTATIONS AND WARRANTIES

Section 5.01. Representations and Warranties of the Borrower. The Borrower represents and warrants, as of the Closing Date and each Funding Date, as follows:

(a) Organization and Good Standing. The Borrower has been duly organized, and is validly existing as a Delaware limited liability company, in good standing under the laws of the State of Delaware, with all requisite power and authority to own or lease its properties and conduct its business as such business is presently conducted, and the Borrower had at all relevant times, and now has all necessary power, authority and legal right to acquire, own, sell and pledge the Receivables and other Collateral.

(b) Due Qualification. The Borrower is duly qualified to do business and is in good standing as a Delaware limited liability company, and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business (including, as applicable, the purchase, sale and pledge of the Receivables) requires such qualifications, licenses or approvals, except those jurisdictions in which failure to be so qualified would not have a Material Adverse Effect.

(c) Power and Authority; Due Authorization. The Borrower (i) has all necessary power, authority and legal right to (A) execute and deliver the Borrower Basic Documents, (B) carry out the terms of the Borrower Basic Documents and (C) grant the security interest in the Collateral on the terms and conditions herein provided and (ii) has duly authorized by all necessary trust action the execution, delivery and performance of the Borrower Basic Documents and the grant of the security interest in the Collateral on the terms and conditions herein and therein provided.

(d) Binding Obligation. Each Borrower Basic Document constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its respective terms, except as such enforceability may be limited by Insolvency Laws and except as such enforceability may be limited by general principles of equity (whether considered in suit at law or in equity).

(e) No Violation. The execution and delivery of the Borrower Basic Documents, the consummation of the transactions contemplated by the Borrower Basic Documents and the fulfillment of the terms hereof and thereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, the Formation Documents or a default in any material respect under any Contractual Obligation of the Borrower, (ii) result in the creation or imposition of any Lien upon any of the Borrower's properties pursuant to the terms of any such Contractual Obligation (other than this Agreement) or (iii) violate any Applicable Law, the violation of which could reasonably be expected to have a Material Adverse Effect.

(f) No Proceedings. There is no litigation, proceeding or investigation pending or, to the best knowledge of the Borrower, threatened against the Borrower, before any Governmental Authority (i) asserting the invalidity of any Borrower Basic Document, (ii) seeking to prevent the consummation of any of the transactions contemplated by any Borrower Basic Document or (iii) seeking any determination or ruling that could reasonably be expected to have a Material Adverse Effect.

(g) All Consents Required. All approvals, authorizations, consents, orders, licenses or other actions of any Person or of any Governmental Authority required for the due execution, delivery and performance by the Borrower of the Borrower Basic Documents have been obtained.

(h) Bulk Sales. The execution, delivery and performance of this Agreement do not require compliance with any "bulk sales" act or similar law by the Borrower.

(i) Solvency. The transactions contemplated by the Borrower Basic Documents do not and will not render the Borrower not Solvent.

(j) Selection Procedures. No procedures believed by the Borrower to be materially adverse to the interests of the Lenders were utilized by the Borrower or Tricolor in identifying and/or selecting Receivables to be funded by the related Loans. In addition, each Receivable was underwritten in accordance with and satisfied the requirements of the Credit and Collection Policy in effect at the time of the origination of such Receivable.

(k) Taxes. The Borrower has filed or caused to be filed all tax returns that are required to be filed by it. The Borrower has paid or made adequate provisions for the payment of all Taxes and all assessments made against it or any of its property (other than any amount of Tax the validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in accordance with GAAP have been provided on the books of the Borrower), and no Tax lien has been filed and, to the Borrower's knowledge, no claim is being asserted, with respect to any such Tax, fee or other charge.

(l) Exchange Act Compliance; Regulations T, U and X. None of the transactions contemplated herein (including the use of the proceeds from the Loans and the pledge of the Collateral) will violate or result in a violation of Section 7 of the Exchange Act, or any regulations issued pursuant thereto, including Regulations U and T of the Federal Reserve Board and Regulation X of the CFPB. The Borrower does not own or intend to carry or purchase, and no proceeds from the Loans will be used to carry or purchase, any "Margin Stock" within the meaning of Regulation U or to extend "Purchase Credit" within the meaning of Regulation U.

(m) Quality of Title. Each Receivable, together with the Contract related thereto, shall, at all times, be owned by the Borrower free and clear of any Lien except for Permitted Liens, and upon the Initial Loan or the related Subsequent Loan, as the case may be, the Administrative Agent, as agent for the Secured Parties, shall acquire a valid

and perfected first priority security interest in each Receivable and the related Collateral then existing or thereafter arising, free and clear of any Lien, other than Permitted Liens. No effective financing statement or other instrument similar in effect covering any portion of the Collateral shall at any time be on file in any recording office except such as may be filed in favor of (i) the Borrower in accordance with the Purchase Agreement or (ii) the Administrative Agent in accordance with this Agreement.

(n) Security Interest. This Agreement constitutes a grant of a security interest in all Collateral to the Administrative Agent which upon the filing of financing statements in the applicable jurisdictions and, in the case of Subsequent Receivables in connection with the applicable Subsequent Loan, upon acquisition thereof, shall be a first priority perfected security interest in each such Receivable and in the Borrower's rights in the other Collateral, subject only to Permitted Liens. Upon the filing of UCC-1 financing statements naming the Administrative Agent, as secured party and the Borrower as debtor, the Administrative Agent, as agent for the Secured Parties, shall have a first priority (except for any Permitted Liens) perfected security interest in the Receivables and in the Borrower's rights in the other Collateral. All filings (including such UCC filings) as are necessary in any jurisdiction to perfect the interest of the Administrative Agent, as agent for the Secured Parties, in the Receivables and in the Borrower's rights in the other Collateral have been (or prior to the applicable Loan will be) made. The representations and warranties contained in Schedule F are true and correct in all material respects.

(o) Reports Accurate. All Monthly Reports (if prepared by the Borrower, or to the extent that information contained therein is supplied by the Borrower, such portion supplied by the Borrower), information, exhibits, financial statements, documents, books, records or reports furnished or to be furnished by the Borrower to any Secured Party, any Agent, the Backup Servicer, the Collateral Custodian and the Account Bank in connection with this Agreement are true, complete and correct in all material respects.

(p) Location of Offices. The principal place of business and chief executive office of the Borrower and the office where the Borrower keeps the Records are located at the address of the Borrower referred to on the signature pages hereof (or at such other locations as to which the notice and other requirements specified in Section 6.02(f) shall have been satisfied).

(q) Master Collection Account; Collection Account. The Master Collection Account is the only address to which Obligors under the Receivables have been directed to make payment by check in respect of such Receivables. The Master Collection Account is the only account to which Obligors under the Receivables remit Collections by wire transfer or electronic funds transfer in respect of such Receivables. All Collections in the Master Collection Account are remitted to the Collection Account within two Business Days of receipt and identification. The Master Collection Account and the Collection Account or any interest therein has not been pledged or assigned to any party other than as provided herein or in the Master Collection Account Agreement or the Intercreditor Agreement.

(r) Trade Names and Place of Business. The Borrower has no trade names, fictitious names, assumed names or "doing business as" names or other names under which it has done or is doing business and its the principal place of business and chief executive office are located at its address set forth on the signature pages hereto and has been so for the last four months.

(s) Purchase Agreement. The Purchase Agreement is the only agreement pursuant to which the Borrower purchases Receivables.

(t) Value Given. The Borrower shall have given reasonably equivalent value to Tricolor in consideration for the transfer to the Borrower of the Receivables and the related Collateral under the Purchase Agreement, no such transfer shall have been made for or on account of an antecedent debt owed by Tricolor to the Borrower and no such transfer is or may be voidable or subject to avoidance under any section of the Bankruptcy Code.

(u) Accounting. The Borrower accounts for the transfers to it from Tricolor of Receivables and related Collateral under the Purchase Agreement as sales of such Receivables and related Collateral in its books, records and financial statements, in each case consistent with GAAP and with the requirements set forth herein, other than for U.S. federal income tax and consolidated accounting purposes.

(v) Special Purpose Entity. The Borrower is in compliance with Section 6.02(n).

(w) ERISA. Such Borrower is not a party to any Benefit Plan or Multiemployer Plan. Each ERISA Affiliate of such Borrower is in compliance with ERISA in all material respects. No Plan Event has occurred or is expected to occur that might result, directly or indirectly, in any lien being imposed on the property of such Borrower.

(x) Investment Company Act; Volcker Rule. The Borrower is not required to register as an "investment company" under the Investment Company Act. The Borrower will rely on an exclusion or exemption from the definition of "investment company" under the Investment Company Act contained in Section 3(c)(5) of the Investment Company Act, although there may be additional exclusions or exemptions available to the Borrower. The Borrower is not a "covered fund" for purposes of the Volcker Rule.

(y) Equity Interests. Tricolor owns directly all of the issued and outstanding Equity Interests of the Borrower.

(z) Material Adverse Effect. Since the date of the most recent audited financial statements of Tricolor Holdings, no Material Adverse Effect has occurred.

(aa) Accuracy of Representations and Warranties. Each representation or warranty by the Borrower contained herein, in any other Basic Document or in any certificate or other document furnished by the Borrower pursuant hereto or thereto or in connection herewith or therewith is true and correct in all material respects.

(bb) Representations and Warranties in the Purchase Agreement. The representations and warranties made by Tricolor to the Borrower in Section 3.02 of the Purchase Agreement are hereby remade by the Borrower on each date to which they speak in the Purchase Agreement, as if such representations and warranties were set forth herein. For purposes of this Section, such representations and warranties are incorporated herein by reference as if made by the Borrower to the Administrative Agent and to each of the Secured Parties under the terms hereof mutatis mutandis.

(cc) Anti-Corruption Laws, Anti-Terrorism Laws and Sanctions. The Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Borrower, its directors, officers, employees and agents with Anti-Corruption Laws, Anti-Terrorism Laws and applicable Sanctions, and the Borrower, its directors, officers and employees and to the knowledge of the Borrower, its agents, are in compliance with Anti-Corruption Laws, Anti-Terrorism Laws and applicable Sanctions in all material respects. The Borrower or any of its directors, officers or employees, or, to the knowledge of the Borrower, any agent of the Borrower that will act in any capacity in connection with or benefit from this Agreement or the Loans, is a Sanctioned Person. No Loans, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws, Anti-Terrorism Laws or applicable Sanctions.

(dd) Tax Status. The Borrower has not elected and will not elect to be treated as a corporation, or has not otherwise become and will not otherwise become treated as a corporation, for U.S. federal income tax purposes.

(ee) Beneficial Ownership Certification. As of the Closing Date, the information included in the Beneficial Ownership Certification is true and correct in all material respects.

Section 5.02. Representations and Warranties of the Borrower as to the Receivables. The Borrower hereby represents and warrants, as of the Closing Date and each Funding Date, as follows:

(a) As of the Closing Date, (i) Schedule C and the information contained in the Funding Request delivered pursuant to Section 2.01 is an accurate and complete listing in all material respects of the Receivables constituting a portion of the Collateral as of such date and the information contained therein with respect to the identity of such Receivables and the amounts owing thereunder is true and correct in all material respects as of the related Cutoff Date, (ii) each such Receivable is an Eligible Receivable, (iii) each such Receivable and the related Financed Vehicle is free and clear of any Lien of any Person (other than Permitted Liens) and in compliance with all Applicable Laws and (iv) with respect to each such Receivable, all consents, licenses, approvals or authorizations of or registrations or declarations with any Governmental Authority required to be obtained, effected or given by the Borrower in connection with the origination, purchase and pledge of such Receivable and the related Collateral to the Administrative Agent have been duly obtained, effected or given and are in full force and effect.

(b) On each Funding Date, other than the Funding Date on which the Initial Loan is made, (i) Schedule C and the information contained in the Funding Request delivered pursuant to Section 2.01 is an accurate and complete listing in all material respects of the Receivables (including the Subsequent Receivables being transferred on such Funding Date) constituting a portion of the Collateral as of the date of the Subsequent Loan and the information contained therein with respect to the identity of such Receivables and the amounts owing thereunder is true and correct in all material respects as of the related Cutoff Date, (ii) each such Subsequent Receivable referenced on the related Funding Request is an Eligible Receivable, (iii) each such Subsequent Receivable and the related Financed Vehicle is free and clear of Liens (other than Permitted Liens) and in compliance in all material respects with all Applicable Laws and (iv) with respect to each such Subsequent Receivable, all material consents, licenses, approvals, authorizations, registrations or declarations with any Governmental Authority required to be obtained, effected or given by the Borrower in connection with the origination, purchase and pledge of such Subsequent Receivable and the related Collateral have been duly obtained, effected or given and are in full force and effect.

Section 5.03. Representations and Warranties of the Initial Servicer. The initial Servicer represents and warrants, as of the Closing Date and each Funding Date, as follows:

(a) Organization and Good Standing. The Servicer has been duly organized and is validly existing as a limited liability company in good standing under the laws of the State of Delaware, with all requisite power and authority to own or lease its properties and to conduct its business as such business is presently conducted and to enter into and perform its obligations pursuant to this Agreement.

(b) Due Qualification. The Servicer is duly qualified to do business and is in good standing as a limited liability company, and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of its property and or the conduct of its business, including the origination and servicing of the Receivables requires such qualification, licenses or approvals.

(c) Power and Authority; Due Authorization. The Servicer (i) has all necessary limited liability company power, authority and legal right to (A) execute and deliver the Servicer Basic Documents and (B) carry out the terms of the Servicer Basic Documents and (ii) has duly authorized by all necessary limited liability company action the execution, delivery and performance of the Servicer Basic Documents.

(d) Binding Obligation. Each Servicer Basic Document constitutes a legal, valid and binding obligation of the Servicer enforceable against the Servicer in accordance with its respective terms, except as enforceability may be limited by Insolvency Laws and except as such enforceability may be limited by general principles of equity (whether considered in suit at law or in equity).

(e) No Violation. The execution and delivery of the Servicer Basic Documents, the consummation of the transactions contemplated by the Servicer Basic Documents and the fulfillment of the terms hereof and thereof will not (i) conflict with,

result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, the Servicer's limited liability company agreement or certificate of formation or, in any material respect, any Contractual Obligation of the Servicer, (ii) result in the creation or imposition of any Lien upon any of the Servicer's properties pursuant to the terms of any such Formation Documents or Contractual Obligation, which, other than Liens relating to the Collateral and Liens created pursuant to the Purchase Agreement or this Agreement, could reasonably be expected to have a Material Adverse Effect or (iii) violate any Applicable Law, the violation of which could reasonably be expected to have a Material Adverse Effect.

(f) No Proceedings. There is no litigation, proceeding or investigation pending or, to the best knowledge of the Servicer, threatened against the Servicer, before any Governmental Authority (i) asserting the invalidity of any Servicer Basic Document, (ii) seeking to prevent the consummation of any of the transactions contemplated by any Servicer Basic Document, (iii) challenging the enforceability of a material portion of the Receivables or (iv) seeking any determination or ruling that could reasonably be expected to have a Material Adverse Effect.

(g) All Consents Required. All approvals, authorizations, consents, orders or other actions of any Person or of any Governmental Authority (if any) required for the due execution, delivery and performance by the Servicer of the Servicer Basic Documents have been obtained.

(h) Reports Accurate. All Monthly Reports, information, exhibits, financial statements, documents, books, records or reports furnished or to be furnished by the Servicer to any Secured Party, any Agent, the Backup Servicer, the Collateral Custodian and the Account Bank in connection with this Agreement are accurate, true and correct in all material respects.

(i) Master Collection Account; Collection Account. The Servicer has neither pledged nor assigned, nor entered into any agreement under which it grants "control" (as defined in the relevant UCC) to any Person with respect to, the Master Collection Account, except for the Master Collection Account Agreement and the Intercreditor Agreement.

(j) Servicer's Performance. The Servicer has the knowledge, the experience and the systems, financial and operational capacity available to timely perform each of its obligations hereunder.

(k) Trade Names and Place of Business. (i) Except as otherwise indicated in this Agreement, the Servicer has no trade names, fictitious names, assumed names or "doing business as" names or other names under which it has done or is doing business and (ii) the principal place of business and chief executive office of the Servicer are located at the address of the Servicer set forth on the signature pages hereto and has been so for the last four months.

(l) Compliance with Credit and Collection Policy. The Servicer has, with respect to the Receivables, complied in all material respects with the Credit and Collection Policy.

(m) ERISA Matters. The Servicer and each ERISA Affiliate are in compliance with ERISA in all material respects. No Plan Event has occurred or is expected to occur that might result, directly or indirectly, in any lien being imposed on the property of the Servicer.

(n) Investment Company Act. The Servicer is not an "investment company" within the meaning of the Investment Company Act.

(o) Anti-Corruption Laws, Anti-Terrorism Laws and Sanctions. The Servicer has implemented and maintains in effect policies and procedures designed to ensure compliance by the Servicer and its Subsidiaries, directors, officers and employees with Anti-Corruption Laws, Anti-Terrorism Laws and applicable Sanctions, and to the knowledge of the Servicer, its agents, are in compliance with Anti-Corruption Laws, Anti-Terrorism Laws and applicable Sanctions in all material respects. None of the Servicer or any of its Subsidiaries, directors, officers or employees, or to the knowledge of the Servicer, any agent of the Servicer that will act in any capacity in connection with or benefit from this Agreement or the Loans, is a Sanctioned Person. No Loans, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws, Anti-Terrorism Laws or applicable Sanctions.

(p) Solvency. The transactions contemplated by the Basic Documents do not and will not render the Servicer not Solvent.

(q) Taxes. The Servicer has filed, caused to be filed or received an extension of time for filing that has not yet expired for all material tax returns that are required to be filed by it. The Servicer has paid or made adequate provisions for the payment of all material Taxes made against it or any of its property (other than any amount of Tax the validity of which is currently being contested in good faith by appropriate proceedings and with respect to which adequate reserves in accordance with GAAP have been provided on the books of the Servicer), and no tax lien has been filed and, to the Servicer's knowledge, no claim is being asserted, with respect to any such Tax.

(r) BlackRock Loan Agreement. The Borrower is a "Special Purpose Affiliate" and an "Excluded Subsidiary" under and as defined in the BlackRock Loan Agreement.

Section 5.04. Representations and Warranties of the Backup Servicer. The Backup Servicer represents and warrants as follows:

(a) Organization and Good Standing. It has been duly organized, and is validly existing as a corporation and in good standing under the laws of the State of Delaware, with all requisite power and authority to own or lease its properties and to conduct its business as such business is presently conducted and to enter into and perform its obligations pursuant to this Agreement.

(b) Power and Authority; Due Authorization. It (i) has all necessary power, authority and legal right to (A) execute and deliver this Agreement and (B) carry out the terms of this Agreement and (ii) has duly authorized by all necessary action on its part the execution, delivery and performance of this Agreement.

(c) Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with its terms, except as enforceability may be limited by Insolvency Laws and except as such enforceability may be limited by general principles of equity (whether considered in suit at law or in equity).

(d) No Violation. The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms hereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, its organizational documents or any Contractual Obligation of it, (ii) result in the creation or imposition of any Lien upon any of the its properties pursuant to the terms of any such organizational documents or Contractual Obligation, other than this Agreement, or (iii) violate any Applicable Law.

(e) No Proceedings. There is no litigation, proceeding or investigation pending or, to its best knowledge, threatened against it, before any Governmental Authority (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement, (iii) challenging the enforceability of a material portion of the Receivables or (iv) seeking any determination or ruling that could reasonably be expected to have Material Adverse Effect.

(f) All Consents Required. All approvals, authorizations, consents, orders or other actions of any Person or of any Governmental Authority (if any) required for the due execution, delivery and performance by the Backup Servicer of this Agreement have been obtained.

Section 5.05. Representations and Warranties of the Collateral Custodian and Account Bank. Each of the Collateral Custodian and Account Bank represents and warrants as follows:

(a) Organization and Good Standing. It has been duly organized, and is validly existing as a national banking association and in good standing under the laws of the United States, with all requisite power and authority to own or lease its properties and to conduct its business as such business is presently conducted and to enter into and perform its obligations pursuant to each Basic Document to which it is a party.

(b) Power and Authority; Due Authorization. It (i) has all necessary power, authority and legal right to (A) execute and deliver each Basic Document to which it is a party and (B) carry out the terms of each Basic Document to which it is a party and (ii) has duly authorized by all necessary action on its part the execution, delivery and performance of each Basic Document to which it is a party.

(c) Binding Obligation. Each Basic Document to which it is a party constitutes a legal, valid and binding obligation of it enforceable against it in accordance

with its terms, except as enforceability may be limited by Insolvency Laws and except as such enforceability may be limited by general principles of equity (whether considered in suit at law or in equity).

(d) No Violation. The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms hereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, its organizational documents or any Contractual Obligation of it, (ii) result in the creation or imposition of any Lien upon any of its properties pursuant to the terms of any such organizational documents or Contractual Obligation, other than this Agreement, or (iii) violate any Applicable Law of the State of Delaware or the United States governing its banking and trust powers.

(e) No Proceedings. There is no litigation, proceeding or investigation pending or, to its Responsible Officer's best knowledge, threatened against it, before any Governmental Authority (i) asserting the invalidity of any Basic Document to which it is a party or (ii) seeking to prevent the consummation of any of the transactions contemplated by any Basic Document to which it is a party.

(f) All Consents Required. All approvals, authorizations, consents, orders or other actions of any Person or of any Governmental Authority (if any) of the State of Delaware or the United States governing its banking and trust powers required for the due execution, delivery and performance by it of the Basic Documents to which it is a party have been obtained.

Section 5.06. Breach of Representations and Warranties.

(a) Retransfer of Ineligible Receivables. If it is discovered that a Receivable is an Ineligible Receivable as of the Funding Date as of which it became part of the Collateral, no later than the earlier of (i) knowledge by the Borrower of such Receivable having been an Ineligible Receivable and (ii) receipt by the Borrower from the Administrative Agent, an Agent or the Servicer of written notice thereof (which notice the Servicer shall be required to give promptly upon knowledge thereof), such Borrower shall (A) disclose the identity of such Ineligible Receivable on the related Monthly Report and (B) on or before the Payment Date relating to the Collection Period that includes the 30th day following the Collection Period in respect of which the event in clause (i) or (ii) occurred, to the extent such breach has not been cured or waived, make a deposit of the Release Price for each such Ineligible Receivable to the Collection Account in immediately available funds and the Borrower shall accept the release of each such Ineligible Receivable. The Administrative Agent shall be deemed, upon deposit of the Release Price into the Collection Account, to convey to the Borrower, without recourse, representation or warranty, all of its right, title and interest in such Ineligible Receivable and the Borrower shall accept the release of each such Ineligible Receivable from the Administrative Agent and the Pool Balance shall be reduced by the Principal Balance (as of the end of the most recent Collection Period) of each such Ineligible Receivable. On and after the date of release, the Ineligible Receivable so released shall not be included in the Collateral. Upon each release to the Borrower of such Ineligible Receivable, the Administrative Agent shall automatically and without further action be deemed to transfer, assign and set-over to the Borrower, without

recourse, representation or warranty, all the right, title and interest of the Administrative Agent in, to and under such Ineligible Receivable and all future monies due or to become due with respect thereto, all proceeds of such Ineligible Receivable and, in the case of Defaulted Receivables, all Liquidation Proceeds and Insurance Proceeds relating thereto, all rights to security for any such Ineligible Receivable and all proceeds and products of the foregoing. The Administrative Agent shall, at the sole expense of the Servicer, execute such documents and instruments of release as may be prepared by the Servicer on behalf of the Borrower and take other such actions as shall reasonably be requested by the Borrower to effect the release of such Ineligible Receivable pursuant to this subsection.

(b) Retransfer of Receivables for Breach of Servicing Covenant. In the event that the Servicer breaches a servicing covenant in Section 6.05(h)(i) or 7.03(c)(i) with respect to a Receivable no later than the earlier of (i) knowledge by the Servicer of such event or (ii) receipt by the Servicer from the Administrative Agent or the Borrower of written notice thereof, the Servicer shall (A) disclose the identity of such Receivable on the related Monthly Report and (B) on or before the Payment Date relating to the Collection Period following the Collection Period in respect of which such Monthly Report is delivered, if such breach has not been cured or waived, make a deposit of the Release Price for each such Receivable into the Collection Account in immediately available funds, and the Borrower shall accept the release of such Receivable(s), in each case as described in Section 5.06(a) and the Receivable so released shall not be included in the Collateral.

(c) Notice of Release. The Borrower or the Servicer, as applicable, shall provide written notice to the Administrative Agent on the related Monthly Report of any release of Receivables pursuant to Sections 5.05(a) or (b).

ARTICLE SIX

COVENANTS

Section 6.01. Affirmative Covenants of the Borrower. From the Closing Date until the Facility Termination Date:

(a) Compliance with Laws. The Borrower will comply in all material respects with all Applicable Laws, including those with respect to the Receivables and the related Financed Vehicles.

(b) Preservation of Existence. The Borrower will preserve and maintain its existence, rights, franchises and privileges in the State of Delaware, and qualify and remain qualified in good standing as a foreign statutory trust in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or could reasonably be expected to have, a Material Adverse Effect.

(c) Performance and Compliance with Contracts. The Borrower will, at its expense, timely and fully perform and comply (or will cause Tricolor to perform and comply pursuant to the Purchase Agreement and all Transfer Agreements), in all material respects, with all provisions, covenants and other promises required to be observed by it under the Basic Documents and the Contracts.

(d) Keeping of Records and Books of Account. To the extent not maintained and implemented by the Servicer, the Borrower will maintain and implement administrative and operating procedures (including an ability to recreate records evidencing Receivables in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Receivables.

(e) Borrower Assets. With respect to each Receivable, the Borrower will (i) acquire such Receivable pursuant to and in accordance with the terms of the Purchase Agreement, (ii) take all action necessary to perfect, protect and more fully evidence its ownership of such Receivable, including (A) filing and maintaining, effective financing statements (Form UCC-1) listing Tricolor as debtor in all necessary or appropriate filing offices, and filing continuation statements, amendments or assignments with respect thereto in such filing offices and (B) executing or causing to be executed such other instruments or notices as may be necessary or appropriate and (iii) take all additional action that the Administrative Agent may reasonably request, including the filing of financing statements listing the Administrative Agent as secured party to perfect, protect and more fully evidence the respective interests of the parties to this Agreement in the Collateral.

(f) Separate Corporate Existence. The Borrower shall be in compliance with the special purpose entity requirements set forth in Section 6.02(n).

(g) Credit and Collection Policy. The Borrower will, or will cause Tricolor or the Servicer to, as the case may be, (i) with respect to each Receivable, comply with the

Credit and Collection Policy, (ii) furnish to the Administrative Agent and each Lender, prior to its effective date, prompt notice of any material change to the Credit and Collection Policy and (iii) furnish to the Administrative Agent, each Lender and the Backup Servicer, revised versions of the Credit and Collection Policy containing the material changes that have been approved pursuant to clause (ii) above.

(h) Termination Events, Amortization Events and Servicer Termination Events. The Borrower will provide the Administrative Agent, the Backup Servicer, the Collateral Custodian and the Account Bank with written notice immediately following the Borrower's actual knowledge of the occurrence of each Termination Event, Unmatured Termination Event, Amortization Event, Servicer Termination Event or Unmatured Servicer Termination Event no later than three Business Days following the occurrence thereof. The Borrower will provide to the Administrative Agent, the Backup Servicer, the Collateral Custodian and the Account Bank an Officer's Certificate setting forth the details of each such event and the action that the Borrower proposes to take with respect thereto.

(i) Taxes. The Borrower will file and pay any and all Taxes, including those required to meet the obligations of the Basic Documents.

(j) Use of Proceeds. The Borrower will use the Principal Amounts only to acquire Receivables.

(k) Preservation of Security Interest. The Borrower will (or will cause the Servicer to) execute and file such financing and continuation statements and any other documents that may be required by any Applicable Law to preserve and protect fully the security interest of the Administrative Agent in, to and under the Collateral.

(l) Liens. The Borrower will not create, or participate in the creation of, or permit to exist, any Liens (other than Permitted Liens) with respect to the Master Collection Account or the Collection Account, except as set forth herein or in the Master Collection Account Agreement or in the Intercreditor Agreement.

(m) Reporting. The Borrower will maintain for itself a system of accounting established and administered in accordance with GAAP and furnish (or cause the Servicer to furnish) to the Administrative Agent and each Rating Agency then rating the Loans:

(i) Monthly Reports. Not later than each Reporting Date, a Monthly Report and a monthly operations reporting package, including information as to the Receivables such as collections, delinquencies, losses, recoveries, cash flows and such other information as reasonably requested by the Administrative Agent or an Agent.

(ii) Financial Statements. Within 120 days after each year, annual unaudited financial statements prepared in accordance with GAAP.

(iii) Income Tax Liability. Within ten Business Days after the receipt of revenue agent reports or other written proposals, determinations or assessments of the IRS or any other taxing authority which propose, determine or otherwise set forth positive adjustments to the Tax liability of any Affiliated Group (within the meaning of Section 1504(a)(l) of the Code) which equal or exceed $1,000,000 in the aggregate, telephonic or telecopied notice (confirmed in writing within five Business Days) specifying the nature of the items giving rise to such adjustments and the amounts thereof.

(iv) Tax Returns. Upon demand by the Administrative Agent, copies of all federal, State and local Tax returns and reports filed by the Borrower, or in which the Borrower was included on a consolidated or combined basis (excluding sales, use and like taxes).

(v) Representations. Promptly upon receiving knowledge of same, the Borrower shall notify the Administrative Agent if any representation or warranty set forth in Section 5.01 or 5.02 was incorrect in any material respect at the time it was given or deemed to have been given and at the same time deliver to the Administrative Agent a written notice setting forth in reasonable detail the nature of such facts and circumstances. In particular, but without limiting the foregoing, the Borrower shall notify the Administrative Agent in the manner set forth in the preceding sentence before any Funding Date of any facts or circumstances within the knowledge of the Borrower which would render any of such representations and warranties untrue in any material respect at the date when they were made or deemed to have been made.

(vi) Proceedings. As soon as possible and in any event within three Business Days after any executive officer of the Borrower receives notice or obtains knowledge thereof, any settlement of, material judgment (including a material judgment with respect to the liability phase of a bifurcated trial) in or commencement of any labor controversy (of a material nature), litigation, action, suit or proceeding before any court or Governmental Authority, domestic or foreign, affecting the Borrower or any of its Affiliates.

(vii) Notice of Material Events. Promptly upon any Responsible Officer of such Borrower becoming aware thereof, notice of any other event or circumstance that, in the reasonable judgment of the Borrower, could be reasonably expected to have a Material Adverse Effect.

(viii) Appointment of Independent Director. The decision to appoint a new director of the Borrower as the "Independent Director" for purposes of this Agreement, such notice to be issued not less than ten (10) days prior to the effective date of such appointment and to certify that the designated Person satisfies the criteria set forth in the definition herein of "Independent Director."

(n) Collections. The Borrower will (or will cause the Servicer to on its behalf) (i) direct all Obligors under Receivables to remit all Collections in respect of such

Receivables directly to the Master Collection Account and (ii) cause all Collections from the Master Collection Account to be deposited into the Collection Account as described herein. In the event any payments relating to Receivables are remitted directly to the Borrower or any of its Affiliates, the Borrower will remit (or will cause all such payments to be remitted) directly to the Collection Account within two Business Days following receipt and identification thereof, and, at all times prior to such remittance, the Borrower will itself hold such payments or, if applicable, will cause such payments to be held, in trust for the exclusive benefit of the Secured Parties.

(o) Anti-Corruption Laws, Anti-Terrorism Laws and Sanctions. The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower and its directors, officers, employees and agents with Anti-Corruption Laws, Anti-Terrorism Laws and applicable Sanctions.

(p) Other. The Borrower will furnish to the Administrative Agent promptly, from time to time, such other information, documents, records or reports respecting the Collateral or the condition or operations, financial or otherwise, of the Borrower as the Administrative Agent may from time to time reasonably request in order to protect the interests of the Secured Parties under or as contemplated by this Agreement.

(q) Beneficial Ownership Certification. The Borrower will notify the Administrative Agent and the Agents of any change in the information provided in the Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified in parts (c) or (d) of such certification.

(r) Certificate of Title Opinion. Upon the request of the Administrative Agent, the Borrower will within 30 days of such request furnish to the Administrative Agent and the Lenders favorable Opinions of Counsel for the Borrower (which counsel, and the form and substance of such Opinions of Counsel, shall be reasonably satisfactory to the Administrative Agent) in each State in which the aggregate Receivables Balance having Obligors with mailing addresses in such State equals or exceeds 10% of the Pool Balance, as to the requirements in each such State for the assignment of a security interest in the applicable Financed Vehicles. Such Opinion of Counsel shall, subject to reasonable and customary assumptions and qualifications, conclude that the security interest of the Administrative Agent in the applicable Financed Vehicles in such State will be perfected and may be enforced by the Administrative Agent notwithstanding the absence of a notation of the assignment of the security interest of the applicable Originator to the Administrative Agent on the related Certificate of Title.

Section 6.02. Negative Covenants of the Borrower. From the date hereof until the Facility Termination Date:

(a) Other Business. The Borrower will not (i) engage in any business other than the transactions contemplated by the Basic Documents, (ii) incur any Indebtedness, obligation, liability or contingent obligation of any kind other than pursuant to this Agreement or under any Hedging Agreement required by Section 6.03 or (iii) form any Subsidiary or make any Investment in any other Person.

(b) Receivables Not to be Evidenced by Instruments. The Borrower will take no action to cause any Receivable that is not, as of the Closing Date or the related Funding Date, as the case may be, evidenced by an Instrument, to be so evidenced except in connection with the enforcement or collection of such Receivable.

(c) Security Interests. The Borrower will not sell, pledge, assign or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien on any portion of the Collateral, whether now existing or hereafter transferred hereunder, or any interest therein, and the Borrower will not sell, pledge, assign or suffer to exist any Lien on its interest, if any, hereunder. The Borrower will promptly notify the Administrative Agent of the existence of any Lien on any portion of the Collateral, and the Borrower shall defend the right, title and interest of the Secured Parties in, to and under such Collateral, against all claims of third parties; provided, however, that nothing in this subsection shall prevent or be deemed to prohibit the Borrower from suffering to exist Permitted Liens upon any portion of the Collateral.

(d) Mergers, Acquisitions, Sales, Etc. The Borrower will not be a party to any merger or consolidation, or purchase or otherwise acquire all or substantially all of the assets or any stock or membership interests of any class of, or any partnership or joint venture interest in, any other Person, or, sell, transfer, convey or lease all or any substantial part of its assets, or sell or assign with or without recourse any portion of the Collateral or any interest therein (other than pursuant hereto).

(e) Distributions. The Borrower shall not declare or pay, directly or indirectly, any dividend or make any other distribution (whether in cash or other property) with respect to the profits, assets or capital of the Borrower or any Person's interest therein, or purchase, redeem or otherwise acquire for value any of its capital stock now or hereafter outstanding, except that so long as no Termination Event or Unmatured Termination Event has occurred and is continuing or would result therefrom, the Borrower may make distributions with the funds distributed to the Borrower pursuant to Section 2.07(ix), subject to Applicable Law.

(f) Change of Name or Location of Receivable Files. The Borrower shall not (i) change its name or State of organization, move the location of its principal place of business and chief executive office, and the offices where it keeps the Records from the location referred to on the signature pages hereof or (ii) except in accordance with Section 9.06, move, or consent to the Collateral Custodian moving, the Receivable Files from the locations specified on Schedule D, unless the Borrower has given at least 30 days' prior written notice to the Administrative Agent and has taken all actions required under the UCC of each relevant jurisdiction in order to continue the first priority perfected security interest of the Administrative Agent in the Collateral.

(g) True Sale. Except for purposes of GAAP, the Borrower will not account for or treat the transactions contemplated by the Purchase Agreement in any manner other than as the sale, or absolute assignment, of the Receivables and other Collateral by Tricolor to the Borrower.

(h) ERISA Matters. Neither Borrower will establish or be a party to any Benefit Plan or Multiemployer Plan.

(i) Formation Documents; Purchase Agreement. Without the prior consent of the Administrative Agent (acting with the consent of the Required Lenders), the Borrower will not amend, modify, waive or terminate any provision of the Formation Documents or the Purchase Agreement.

(j) Changes in Payment Instructions to Obligors. The Borrower will not add or make any change, or permit the Servicer to make any change, in its instructions to Obligors regarding payments to be made to the Borrower or the Servicer or payments to be deposited into the Master Collection Account, unless the Administrative Agent (acting with the consent of the Required Lenders) shall have consented to such change and has received duly executed copies of all documentation related thereto, which documentation shall be satisfactory in form and substance to the Administrative Agent (acting with the consent of the Required Lenders).

(k) Extensions, Amendments and Modifications. The Borrower will not, except as otherwise permitted hereunder, extend, amend or otherwise modify, or permit the Servicer to extend, amend or otherwise modify, the terms of any Contract.

(l) Credit and Collection Policy. The Borrower will not consent to, or permit the Servicer to effectuate, and amendment, modification, restatement, waiver or replacement, in whole or in part, the Credit and Collection Policy, which amendment, modification, restatement, waiver or replacement would materially impair the collectability of any Receivable or otherwise materially adversely affect the interests or the remedies of the Secured Parties under the Basic Documents, without the prior written consent of the Administrative Agent and each Lender.

(m) No Assignments. The Borrower will not assign or delegate, grant any interest in or permit any Lien to exist upon any of its rights, obligations or duties under this Agreement without the prior written consent of the Administrative Agent (acting with the consent of the Required Lenders).

(n) Special Purpose Entity. The Borrower shall not (nor has it taken any such action in the past):

(i) engage in any business or activity other than the purchase and receipt of Receivables and related assets from Tricolor under the Purchase Agreement, the pledge of Receivables and other related Collateral under the Basic Documents and such other activities as are incidental thereto;

(ii) acquire or own any material assets other than (A) the Receivables and other related Collateral from Tricolor under the Purchase Agreement and (B) incidental property as may be necessary for its operations;

(iii) merge into or consolidate with any Person or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially

all of its assets or change its legal structure, without in each case first obtaining the Administrative Agent's consent (acting with the consent of the Required Lenders);

(iv) elect to be treated, or otherwise become taxable, as a corporation for U.S. federal income tax purposes;

(v) fail to preserve its existence as an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or formation, or without the prior written consent of the Administrative Agent (acting with the consent of the Required Lenders), amend, modify, terminate, fail to comply with the provisions of its Formation Documents or bylaws or other governing documents, as applicable, or fail to observe Delaware limited liability company formalities;

(vi) own any Subsidiary or without the consent of the Administrative Agent (acting with the consent of the Required Lenders), make any Investment in any Person;

(vii) commingle its assets with the assets of any of its Affiliates, or of any other Person;

(viii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than Indebtedness to the Secured Parties hereunder or in conjunction with a repayment of the Aggregate Unpaids except for trade payables in the ordinary course of its business, provided that such debt is not evidenced by a note and paid when due;

(ix) become insolvent or fail to pay its debts and liabilities from its assets as the same shall become due;

(x) fail to maintain its records, books of account and bank accounts separate and apart from those of any other Person;

(xi) enter into any contract or agreement with any of its Affiliates or any other Person, except upon terms and conditions that are commercially reasonable and intrinsically fair and substantially similar to those that would be available on an arm's-length basis with third parties other than its Affiliates;

(xii) seek its dissolution or winding up in whole or in part;

(xiii) fail to correct any known misunderstandings regarding the separate identity of the Borrower with any of its Affiliates or any other Person;

(xiv) guarantee, become obligated for, or hold itself out to be responsible for the Indebtedness of another Person;

(xv) make any loan or advances to any third party, including any Affiliate, or hold evidence of Indebtedness issued by any other Person (other than Permitted Investments);

(xvi) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name in order not (A) to mislead others as to the identity with which such other party is transacting business, or (B) to suggest that it is responsible for the debts of any third party (including any of its Affiliates);

(xvii) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(xviii) file or consent to the filing or any petition, either voluntary or involuntary, to take advantage of any applicable Insolvency Laws, or make an assignment for the benefit of creditors;

(xix) share any common logo with or hold itself out as or be considered as a department or division of any of its Affiliates or any other Person;

(xx) permit any transfer (whether in any one or more transactions) of any direct or indirect ownership interest in the Borrower, unless the Borrower delivers to the Administrative Agent and the Lenders an acceptable non-consolidation opinion;

(xxi) fail to maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other Person, or have its assets listed on the financial statement of any other Person; provided, that such Borrower may have financial statements consolidated with Tricolor's financial statements in accordance with GAAP;

(xxii) fail to pay its own liabilities and expenses only out of its own funds;

(xxiii) fail to pay the salaries of its own employees in light of its contemplated business operations;

(xxiv) acquire the obligations or securities of its Affiliates or stockholders;

(xxv) fail to allocate fairly and reasonably any overhead expenses that are shared with an Affiliate, including paying for office space and services performed by any employee of an Affiliate;

(xxvi) fail to use separate invoices and checks bearing its own name;

(xxvii) pledge its assets for the benefit of any other Person, other than with respect to payment of the Indebtedness to the Lenders hereunder;

(xxviii) fail at any time to have at least one Independent Director;

(xxix) fail to provide that the unanimous consent of the Administrative Agent and the Lenders is required for the Borrower to (A) dissolve or liquidate, in whole or part, or institute proceedings to be adjudicated bankrupt or insolvent, (B) institute or consent to the institution of Insolvency Proceedings against it, (C) file a petition seeking or consent to reorganization or relief under any applicable Insolvency Law, (D) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Borrower, (E) make any assignment for the benefit of its creditors, (F) admit in writing its inability to pay its debts generally as they become due or (G) take any action in furtherance of any of the foregoing;

(xxx) amend, restate, supplement or otherwise modify its Formation Documents in any respect that would impair its ability to comply with the Basic Documents; and

(xxxi) take or refrain from taking, as applicable, each of the activities specified in the non-consolidation opinion of Sidley Austin LLP, dated the Closing Date.

(o) Liens. The Borrower will not create, or participate in the creation of, or permit to exist, any Liens (other than Permitted Liens) with respect to the Master Collection Account or the Collection Account.

(p) Anti-Corruption Laws, Anti-Terrorism Laws and Sanctions. The Borrower will not request any Loan, and the Borrower shall not use, nor cause its respective directors, officers, employees and agents use, the proceeds of any Loan (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws or Anti-Terrorism Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

Section 6.03. Covenant of the Borrower Relating to the Hedging Agreement.

(a) At any time that the Loans Outstanding are greater than $0.00, the Borrower shall be party to one or more effective Hedge Transactions that satisfy the following conditions:

(i) the aggregate notional amount of such Hedge Transactions is equal to or greater than the Loans Outstanding at the end of the Revolving Period and on each Funding Date and Securitization Date, which aggregate notional principal amount may be stepped down on a schedule resulting from the usage of an assumed rate of prepayments on the Receivables for each Collection Period based upon the "Absolute Prepayment

Model" applied in accordance with current market standards for asset-backed securities transactions of not greater than 0.00%; and

(ii) the related Hedging Agreements are in form and substance reasonably acceptable to the Required Lenders (including the notional amount, term and amortization rate of such Hedging Agreement) and a copy of which has been delivered to the Administrative Agent.

provided, that the forgoing requirement shall not apply following the occurrence of a Termination Event under Section 10.01 hereof if the Hedge Counterparty has terminated such Hedge Transactions as a result of such a Termination Event.

(b) As additional security hereunder, the Borrower has assigned to the Administrative Agent (as agent for the Secured Parties) all right, title and interest of Borrower in the Hedge Collateral. The Borrower acknowledges that, as a result of that assignment, the Borrower may not, without the prior written consent of the Administrative Agent (acting with the consent of the Required Lenders), exercise any rights under any Hedging Agreement or Hedge Transaction, except for: (i) the Borrower's right under any Hedging Agreement to enter into Hedge Transactions in order to meet the Borrower's obligations hereunder, (ii) the enforcement of any rights under the Hedging Agreement related to an "Event of Default" or "Termination Event" thereunder with respect to which the Hedge Counterparty is the "Defaulting Party" or the sole "Affected Party" and (iii) amendments to any Hedging Agreement which are accomplished via adherence to an industry standard protocol published by ISDA. Nothing herein shall have the effect of releasing the Borrower from any of its obligations under any Hedging Agreement or any Hedge Transaction, nor be construed as requiring the consent of any Secured Party for the performance by the Borrower of any such obligations.

Section 6.04. Affirmative Covenants of the Servicer. From the date hereof until the Facility Termination Date:

(a) Compliance with Law. The Servicer will comply in all material respects with all Applicable Laws, including those with respect to the Contracts, the Receivables, the related Financed Vehicles and the Receivable Files or any part thereof.

(b) Preservation of Corporate Existence. The Servicer will preserve and maintain its existence, rights, franchises and privileges in the State of Delaware, and qualify and remain qualified in good standing as a foreign limited liability company in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or could reasonably be expected to have, a Material Adverse Effect.

(c) Obligations and Compliance with Receivables. The Servicer will fulfill and comply with all obligations on the part of the Borrower to be fulfilled or complied with under or in connection with each Receivable and will do nothing to impair the rights of the Administrative Agent (as agent for the Secured Parties) in, to and under the Collateral.

(d) Performance and Compliance with Servicer Basic Documents. The Servicer will timely and fully perform and comply with all provisions, covenants and other promises required to be observed by it under the Servicer Basic Documents.

(e) Keeping of Records and Books of Account. The Servicer will maintain and implement administrative and operating procedures (including an ability to recreate records evidencing Receivables, including the Receivable Files, in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Receivables, including the Receivable Files.

(f) Preservation of Security Interest. The Servicer will execute and file such financing and continuation statements and any other documents that may be required by Applicable Law of any Governmental Authority to preserve and protect fully the security interest of the Administrative Agent in, to and under the Collateral.

(g) Credit and Collection Policy. The Servicer will (i) comply in all material respects with the Credit and Collection Policy in regard to each Receivable, (ii) cause the Credit and Collection Policy to be amended solely as contemplated by and in accordance with Section 6.05(c), (iii) furnish to the Administrative Agent and each Lender, prior to its effective date, prompt notice of any material change to be put into effect without the prior written consent of the Administrative Agent and each Lender and (iv) furnish to the Administrative Agent and each Lender revised versions of the Credit and Collection Policy containing the material changes that have been approved pursuant to clause (iii) above and the changes described in clause (ii) above.

(h) Termination Events, Amortization Events and Servicer Termination Events. The Servicer will furnish to the Administrative Agent, each Agent, each Lender and each Hedge Counterparty, the Backup Servicer, the Collateral Custodian and the Account Bank, as soon as possible and in any event within three Business Days after the occurrence of each Amortization Event, Termination Event, Unmatured Termination Event, Servicer Termination Event or Unmatured Servicer Termination Event, a written statement of its chief financial officer or chief accounting officer setting forth the details of such event and the action that the Servicer purposes to take with respect thereto.

(i) Other. The Servicer will furnish to the Administrative Agent, each Agent and each Lender, promptly, from time to time, such other information, documents, records or reports respecting the Collateral or the condition or operations, financial or otherwise, of the Borrower or the Servicer as the Administrative Agent, any Agent or any Lender may from time to time reasonably request in order to protect the interests of the Administrative Agent or Lenders under or as contemplated by this Agreement.

(j) Notice Regarding Collateral. The Servicer shall advise the Administrative Agent, each Agent and the Collateral Custodian in writing in reasonable detail promptly following its actual knowledge of (i) any Lien asserted or claim made against any portion of the Collateral, (ii) the occurrence of any breach in any material respect by the Servicer of any of its representations, warranties and covenants contained herein and (iii) the

occurrence of any other event which would have a material adverse effect on the security interest of the Administrative Agent on behalf of the Secured Parties in the Collateral or the collectability of all or a material portion of the Receivables, or which would have a Material Adverse Effect.

(k) Realization on Receivables. In the event that the Servicer realizes upon any Receivable, the methods utilized by the Servicer to realize upon such Receivable or otherwise enforce any provision of such Receivable will not subject the Servicer, the Borrower, any Secured Party, any Agent or the Collateral Custodian to liability under any federal, State or local law, and any such realization or enforcement by the Servicer will be conducted in accordance with the provisions of this Agreement, the Credit and Collection Policy and Applicable Law.

(l) Financial Statements. The Servicer shall provide to the Administrative Agent and each Lender, within (i) 60 days after the end of each calendar quarter, unaudited quarterly financial statements (including an analysis of delinquencies and losses for each fiscal quarter) for the Performance Guarantor and for itself on a standalone basis and (ii) 120 days after the end of each year, audited annual financial statements for the Performance Guarantor and itself on a standalone basis.

(m) Accounting Policy. The Servicer will promptly notify the Administrative Agent and each Lender of any material change in the Servicer's accounting policies.

(n) Additional Information. The Servicer shall, within two Business Days of its receipt thereof, respond to reasonable written directions or written requests for information that the Borrower, the Administrative Agent, any Agent, any Lender, the Collateral Custodian or the Backup Servicer might have with respect to the administration of the Receivables, including the delivery of quarterly data tapes with respect to the Receivables.

(o) Anti-Corruption Laws, Anti-Terrorism Laws and Sanctions. The Servicer will maintain in effect and enforce policies and procedures designed to ensure compliance by the Servicer and each of its Subsidiaries and its or their respective directors, officers, employees and agents with Anti-Corruption Laws, Anti-Terrorism Laws and applicable Sanctions.

(p) Notice Regarding Fines. The initial Servicer shall notify the Administrative Agent, each Agent and each Lender of (i) any litigation, arbitration, or administrative, regulatory, judicial or quasi-judicial proceeding, action, suit, order, investigation, judgment, decree, injunction, consent order or stipulation of or with any Governmental Authority based on any alleged non-compliance by the initial Servicer with any Applicable Laws in connection with the Receivables; (ii) any formal inquiry, demand, civil investigative demand or subpoena or other request for information by any Governmental Authority concerning any possible non-compliance by the initial Servicer with any Applicable Laws in connection with the Receivables and (iii) any final fines, penalties or sanctions imposed by any Governmental Authority (including the CFPB) against Tricolor or its Affiliates, within five Business Days of such occurrence.

(q) Taxes. The initial Servicer will file and pay any and all Taxes, including those required to meet the obligations of the Basic Documents that are due and payable; provided, however, that the Servicer shall not be required to pay any such Tax if and so long as the amount, applicability or validity thereof is being contested in good faith by appropriate proceedings and with respect to which adequate reserves in accordance with GAAP have been provided on the books of the Servicer.

Section 6.05. Negative Covenants of the Servicer. From the date hereof until the Facility Termination Date:

(a) Master Collection Account; Collection Account. The Servicer shall not create or participate in the creation of, or permit to exist, any Liens with respect to the Master Collection Account or the Collection Account, other than Permitted Liens. The Servicer shall not enter into any agreement under which it grants "control" (as defined in the relevant UCC) with respect to the Master Collection Account or the Collection Account to any Person other than as provided in the Basic Documents.

(b) Change of Name or Location of Receivable Files. The Servicer shall not (i) change its name or its State of organization, move the location of its principal place of business and chief executive office and the offices where it keeps records concerning the Receivables (other than the Receivable Files) from the location referred to on the signature pages hereof or (ii) move, or consent to the Collateral Custodian moving, the related Contract Files from the location Specified on Schedule D, unless the Servicer has given at least 30 days' prior written notice to the Administrative Agent and has taken all actions required under the UCC of each relevant jurisdiction in order to continue the first priority perfected security interest of the Administrative Agent, as agent for the Secured Parties, in the Collateral.

(c) Credit and Collection Policy. The Servicer will not amend, modify, restate, waive or replace, in whole or in part, the Credit and Collection Policy, which change would materially impair the collectability of any Receivable or otherwise materially adversely affect the interests or the remedies of the Secured Parties under the Basic Documents, without the prior written consent of the Administrative Agent and each Lender.

(d) Change in Payment Instructions to Obligors. The Servicer will not make any change in its instructions to Obligors regarding payments to be made to the Borrower or the Servicer or payments to be deposited into the Master Collection Account or the Collection Account, unless the Administrative Agent (acting with the consent of the Required Lenders) has consented to such change and has received duly executed documentation relating thereto.

(e) Extension or Amendment of Contracts. The Servicer will not, except as otherwise permitted in Section 7.03(c)(i), extend, amend or otherwise modify the terms of any Contract.

(f) No Instruments. The Servicer shall take no action to cause any Receivable to be evidenced by any Instrument.

(g) No Liens. The Servicer shall not sell, pledge, assign or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien (other than Permitted Liens) on the Collateral or any interest therein, the Servicer will promptly notify the Administrative Agent and the Collateral Custodian of the existence of any Lien (other than Permitted Liens) on any portion of the Collateral immediately upon discovery thereof, and the Servicer shall defend the right, title and interest of the Administrative Agent on behalf of the Secured Parties in, to and under the Collateral against all claims of third parties claiming through or under the Servicer.

(h) Release; Additional Covenants. The Servicer shall (i) not release any Financed Vehicle securing any Receivable from the security interest granted therein by such Receivable in whole or in part except (A) in the event of payment in full by the Obligor thereunder or settlement thereof in accordance with the Credit and Collection Policy, (B) upon transfer of such Financed Vehicle to a purchaser following repossession by the Servicer or (C) after it deposits into the Collection Account an amount equal to the related Release Price or the entire amount of Insurance Proceeds resulting from a claim for the total insured value of such Financed Vehicle, (ii) not impair the rights of the Borrower, the Secured Parties or the Collateral Custodian in the Collateral, (iii) not increase the number of Scheduled Payments due under a Receivable or Contract except as permitted herein, (iv) prior to the payment in full, repurchase by the Servicer or the Borrower or release by the Administrative Agent of any Receivable, not sell, pledge, assign, or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien on such Receivable, the related Collateral or any interest therein (other than Permitted Liens), (v) promptly notify the Borrower, the Backup Servicer and the Administrative Agent of the existence of any Lien on any portion of the Collateral (other than Permitted Liens) if the Servicer has actual knowledge thereof, (vi) defend the right, title and interest of the Borrower, the Secured Parties and the Collateral Custodian in, to and under the Collateral against all claims of third parties claiming through or under the Servicer, (vii) transfer to the Master Collection Account Bank or the Qualified Institution then holding the Collection Account for deposit into the Collection Account, all payments received by the Servicer with respect to the Receivables in accordance with this Agreement, (viii) comply with the terms and conditions of this Agreement relating to the obligation of the Borrower to remove Receivables from the Collateral pursuant to this Agreement and the obligation of Tricolor to reacquire Receivables from the Borrower pursuant to the Purchase Agreement, (ix) promptly notify the Borrower, the Backup Servicer, the Account Bank and the Administrative Agent of the occurrence of any (A) Servicer Termination Event and any material breach by the Servicer of any of its covenants or representations and warranties contained herein or (B) any event which, to the knowledge of the Servicer, would require that the Borrower make or cause to be made any filings, reports, notices or applications or seek any consents or authorizations from any and all Governmental Authorities in accordance with the relevant UCC and any State vehicle license or registration authority as may be necessary or advisable to create, maintain and protect a first priority security interest of the Administrative Agent in, to and on the Financed Vehicles and a first priority security interest of the Administrative

Agent in, to and on the Collateral (other than Permitted Liens), (x) take all reasonable action necessary to maximize the returns pursuant to the Insurance Policies and (xi) deliver or cause to be delivered to the Servicer within one Business Day preceding the Closing Date or the date of such Subsequent Loan, as the case may be, the documents to be included in the Receivable Files. Notwithstanding any other provision of this Agreement, the Servicer may release any Financed Vehicle from the security interest created by the related Receivable when the Servicer deposits into the Collection Account an amount equal to the related Release Price or the entire amount of Insurance Proceeds, Liquidation Proceeds and other Collections it has received or expects to receive with respect to such Receivable and such Financed Vehicle.

(i) Formation Documents. Without the prior consent of the Administrative Agent and notice to each Lender, the Servicer will not amend, modify, waive or terminate any provision of its limited liability company agreement or certificate of formation.

(j) ERISA. The Servicer will not (i) engage or permit any ERISA Affiliate to engage in any prohibited transaction for which an exemption is not available or has not previously been obtained from the United States Department of Labor, (ii) permit to exist any accumulated funding deficiency, as defined in Section 302(a) of ERISA and Section 412(a) of the Code, or funding deficiency with respect to any Benefit Plan other than a Multiemployer Plan, (iii) fail to make any payments to a Multiemployer Plan that the Servicer or any such ERISA Affiliate may be required to make under the agreement relating to such Multiemployer Plan or any Applicable Law pertaining thereto, (iv) terminate any Benefit Plan so as to result in any liability or (v) permit to exist any occurrence of any Reportable Event.

(k) Anti-Corruption Laws, Anti-Terrorism Laws and Sanctions. The Servicer shall not use, nor shall it permit its Subsidiaries and its or their respective directors, officers, employees and agents to use, the proceeds of any Loan (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws or Anti-Terrorism Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

ARTICLE SEVEN

ADMINISTRATION AND SERVICING OF RECEIVABLES

Section 7.01. Designation of Servicing. The Administrative Agent and the Borrower, at the direction of and on behalf of the Administrative Agent, hereby appoint Tricolor as Servicer to manage, collect and administer each of the Receivables and other Collateral, and to enforce its respective rights and interests in and under the Collateral, and Tricolor hereby accepts such appointment and agrees to perform the duties and responsibilities of the Servicer pursuant to the terms hereof.

Section 7.02. Servicing Compensation. As compensation for its servicing activities hereunder and reimbursement for its expenses, the Servicer shall be entitled to receive the Servicing Fee to the extent of funds available therefor pursuant to Section 2.07. The Servicer shall further be entitled to retain as additional servicing compensation any and all ancillary fees (other than extension fees) and payments from Obligors.

Section 7.03. Duties of the Servicer.

(a) Standard of Care. The Servicer agrees that its servicing and collection of the Receivables shall be carried out in accordance with the Credit and Collection Policy, Applicable Law and customary and usual procedures of institutions which service motor vehicle retail installment sale contracts and, to the extent more exacting, the degree of skill and attention that the Servicer exercises with respect to all comparable motor vehicle receivables that it services for itself or others.

(b) Records Held in Trust. The Servicer shall hold in trust for the Borrower and the Secured Parties all records in its possession which evidence or relate to all or any part of the Collateral. In the event that the Backup Servicer assumes servicing responsibilities or a Successor Servicer, as applicable, is appointed, the outgoing Servicer shall promptly deliver to the Backup Servicer or the Successor Servicer, as applicable, and the Backup Servicer or the Successor Servicer, as applicable, shall hold in trust for the Borrower and the Secured Parties all records which evidence or relate to all or any part of the Collateral.

(c) Collection Practices.

(i) The Servicer shall be responsible for collection of payments called for under the terms and provisions of the Contracts relating to the Receivables, as and when the same shall become due. The Servicer, in making collection of Receivable payments pursuant to this Agreement, shall be acting as agent for the Borrower and the Secured Parties, and shall be deemed to be holding such funds in trust on behalf of and as agent for the Secured Parties. The Servicer, consistent with the Credit and Collection Policy in effect at the time of acting, shall service, manage, administer and make collections on the Receivables on behalf of the Borrower and shall have full power and authority to do any and all things which it may deem necessary or desirable in connection therewith which are not inconsistent with this Agreement. The Servicer may in its discretion grant extensions, rebates or adjustments on a Contract as permitted by the Credit and

Collection Policy then in effect, and amend or modify any Contract but shall not modify the APR or the number or amount of the Scheduled Payments unless required by Applicable Law or court order issued pursuant to Insolvency Proceedings involving the related Obligor or the Servicemembers Civil Relief Act (or similar State law). The Servicer may in its discretion waive any late payment charge or any other fees, not including interest on the Principal Balance of a Receivable, that may be collected in the ordinary course of servicing a Receivable. The Servicer shall also enforce all rights of the Borrower under the Purchase Agreement (including each Transfer Agreement) including the right to require Tricolor to repurchase Receivables for breaches of representations and warranties made by Tricolor. Receivables in respect of which the Servicer has breached the foregoing provisions or the provisions of Section 6.05(h)(i) shall be repurchased by the Servicer pursuant to Section 5.06.

(ii) If the full amount of a Scheduled Payment due under a Receivable is not received within five Business Days after its due date, the Servicer will make reasonable and customary efforts to contact the related Obligor by telephone. The Servicer shall continue its efforts to obtain payment from an Obligor whose payment has not been made within five Business Days after the due date for such payment until the related Financed Vehicle is repossessed and sold or the Servicer has determined that all amounts collectable on such Receivable have been collected. The Servicer shall use its best efforts, consistent with the Credit and Collection Policy and the standard of care set forth in Section 7.03(a), to collect funds on a Defaulted Receivable and, by the close of business on the second Business Day following receipt and identification of such Collections, deposit such amounts into the Collection Account.

(iii) In the event a Receivable becomes or is reasonably anticipated to become a Defaulted Receivable, the Servicer, itself or through the use of independent contractors or agents shall, consistent with the Credit and Collection Policy, repossess or otherwise convert the ownership of the related Financed Vehicle securing such Receivable as to which the Servicer shall have determined eventual payment in full is unlikely. All costs and expenses incurred by the Servicer in connection with the repossession of the Financed Vehicles securing such Receivables shall be reimbursed to the Servicer (other than overhead), to the extent not previously recouped by the Servicer from Liquidation Proceeds on the Payment Date immediately succeeding the Collection Period in which the Servicer incurred such costs and expenses. Notwithstanding the foregoing and consistent with the terms of this Agreement, the Servicer shall not be obligated to repossess or take any action with respect to a Defaulted Receivable if, in its reasonable judgment consistent with the Credit and Collection Policy, the Liquidation Proceeds would not be increased.

(iv) Except as otherwise provided in Section 7.03(c)(ii), the Servicer shall deposit or cause to be deposited by electronic funds transfer all Collections to the Collection Account no later than two Business Days after its receipt and identification thereof.

(d) Credit and Collection; Recourse; Sales of Financed Vehicles. The Servicer, itself or through the use of independent contractors or agents, shall follow practices consistent with the

Credit and Collection Policy in its servicing of the Receivables, which may include reasonable efforts to realize rights of recourse against any Originator, or selling a Financed Vehicle at public or private sale; provided, however, that the Servicer, itself or through the use of independent contractor or agents shall, in accordance with its Credit and Collection Policy, use reasonable efforts to maximize the net sales proceeds for each repossessed Financed Vehicle. The foregoing shall be subject to the provision that, in any case in which a Financed Vehicle shall have suffered damage, the Servicer shall not expend funds for the repair or the repossession of such Financed Vehicle unless the Servicer shall determine in its discretion that such repair or repossession would increase the Liquidation Proceeds in an amount greater than the cost of repairs.

(e) Subservicers. With prior notice to the Administrative Agent, the Servicer may delegate in the ordinary course of business any or all of its duties and obligations hereunder to one or more Subservicers; provided, however, that the Servicer shall at all times remain responsible for the performance of such duties and obligations.

(f) Insurance. The Servicer shall:

(i) on behalf of the Borrower, administer and enforce all rights and responsibilities of the Borrower, as owner of the Receivables, provided for in the Insurance Policies relating to the Receivables;

(ii) in accordance with customary servicing procedures, require that each Obligor shall have obtained physical damage insurance covering the related Financed Vehicle in amounts satisfying any Applicable Law as of the date of execution of the related Contract;

(iii) in accordance with its customary servicing procedures, monitor physical damage insurance coverage relating to the Receivables;

(iv) administer the filings of claims under the Insurance Policies by filing the appropriate notices related to claims, including initial notices of loss, as well as claims with the respective carriers or their authorized agents all in accordance with the terms of the Insurance Policies; and use reasonable efforts to file such claims on a timely basis after obtaining knowledge of the events giving rise to such claims;

(v) utilize such notices, claim forms and claim procedures as are required by the respective insurance carriers;

(vi) upon receipt of notice that an Obligor's physical damage insurance covering a Financed Vehicle related to a Receivable has lapsed or is otherwise not in force, comply with the Credit and Collection Policy to cause such compliance;

(vii) not be required to pay any premiums or, other than administering the filing of claims and performing reporting requirements specified in the Insurance Policies in connection with filing such claims, perform any obligations of the named insured under such Insurance Policies;

(viii) not be responsible to the Borrower or the Secured Parties for any (A) act or omission to act done in order to comply with the requirements or satisfy any provisions of the Insurance Policies or (B) act, absent willful misconduct or negligence, or omission to act done in compliance with this Agreement; and

(ix) not force place any Insurance Policies against the Financed Vehicles or the related Obligors.

In the case of any inconsistency between this Agreement and the terms of any Insurance Policy, the Servicer shall comply with the latter.

(g) Obligation to Restore. In the event of any physical loss or damage to a Financed Vehicle related to a Receivable from any cause, whether through accidental means or otherwise, the Servicer shall have no obligation to cause such Financed Vehicle to be restored or repaired. However, the Servicer shall comply with the provisions of any insurance policy or policies directly or indirectly related to any physical loss or damage to a Financed Vehicle.

(h) Fidelity Bond. The Servicer represents, warrants and covenants that it has obtained and shall continue to maintain in full force and effect a fidelity bond in such form and amount as is customary for prudent servicers acting as custodian of funds and documents in respect of consumer contracts similar to the Receivables on behalf of institutional investors.

(i) Security Interests. The Borrower hereby directs the Servicer to take or cause to be taken such steps as are reasonably necessary to maintain perfection of the security interest created by each Receivable in the related Financed Vehicle and the security interests created hereunder and pursuant to the Purchase Agreement. The Servicer shall, at the direction of the Borrower or the Administrative Agent (on behalf of the Secured Parties) take any action reasonably necessary to preserve and protect the security interests of the Borrower, the Secured Parties and the Collateral Custodian in the Receivables, including any action specified in any Opinion of Counsel delivered to the Servicer.

(j) Realization on Financed Vehicles. The Servicer represents, warrants and covenants that in the event that the Servicer realizes upon any Financed Vehicle, the methods utilized by the Servicer to realize upon such Receivable or otherwise enforce any provisions of such Receivable, will be conducted in accordance with the provisions of this Agreement, the Credit and Collection Policy and Applicable Law.

(k) Recordkeeping. The Servicer shall:

(i) maintain legible copies (in electronic or hard-copy form, in the discretion of the Servicer) or originals of all documents in its Receivable File with respect to each Receivable and the related Financed Vehicle; and

(ii) keep books and records, reasonably satisfactory to the Administrative Agent, pertaining to each Receivable and shall make periodic reports in accordance with this Agreement; such records may not be destroyed or otherwise disposed of except as provided herein and as allowed by Applicable Law; all documents, whether developed or originated by the Servicer or not, reasonably required to document or to properly

administer any Receivable shall remain at all times the property of the Borrower and shall be held in trust by the Servicer; the Servicer shall not acquire any property rights with respect to such records, and shall not have the right to possession of them except as subject to the conditions stated in this Agreement; and the Servicer shall bear the entire cost of any restoration in the event any Receivable File shall become damaged, lost or destroyed while in its possession or control.

(l) Inspection. The Servicer shall permit the Administrative Agent, the Backup Servicer and each Lender, upon reasonable prior notice and during the Servicer's regular business hours and at the reasonable expense of the Borrower, to periodically, at the discretion of the Administrative Agent, the Backup Servicer and/or the Lenders (subject to Section 7.06(c)), review the Servicer's collection and administration of the Receivables in order to assess compliance by the Servicer with the Servicer's written policies and procedures, as well as with this Agreement. Such review shall be reasonable in scope and shall be completed in a reasonable period of time.

Section 7.04. Collection of Payments.

(a) Payment Instructions. On or before the relevant Funding Date with respect to the Subsequent Receivables, the Servicer shall have instructed all related Obligors to make all payments in respect of the related Receivables directly to the Master Collection Account; provided, however, that such Obligors may also make payments in respect of such Receivables by credit card, which payments are processed by an electronic payment processor and remitted to the Master Collection Account on a daily basis.

(b) Establishment of the Collection Account and the Hedge Counterparty Collateral Account. The Servicer shall cause to be established, on or before the Closing Date, and maintain in the name of the Administrative Agent for the benefit of the Secured Parties, with the Account Bank (for so long as the Account Bank is a Qualified Institution), (i) the Collection Account and (ii) the Hedge Counterparty Collateral Account, in each case over which the Administrative Agent shall have sole dominion and control and from which neither Tricolor nor the Borrower shall have any right of withdrawal. The Servicer and the Borrower are hereby required to ensure that each of the Collection Account and the Hedge Counterparty Collateral Account are established and maintained with a Qualified Institution. If any institution with which any of the accounts established pursuant to this Section are established ceases to be a Qualified Institution, the Servicer shall within ten Business Days establish a replacement account at a Qualified Institution after notice of such event.

(c) Adjustments. If the Servicer (i) makes a deposit into the Collection Account in respect of a collection of a Receivable and such collection was received by the Servicer in the form of a check that is not honored for any reason, (ii) makes a mistake with respect to the amount of any collection and deposits an amount that is less than or more than the actual amount of such collection or (iii) is entitled to reimbursement of any ancillary fees in accordance with Section 7.02, the Servicer shall appropriately adjust the amount subsequently deposited into the Collection Account to reflect such dishonored check or mistake. Any Scheduled Payment in respect of which a dishonored check is received shall be deemed not to have been paid.

Section 7.05. Payment of Certain Expenses by Servicer. Except for such amounts and expenses the Servicer is entitled to reimbursement as provided for herein, the Servicer will be required to pay all expenses incurred by it in connection with its activities under this Agreement, including the fees and disbursements of independent certified public accountants, Taxes imposed on the Servicer, expenses incurred in connection with payments and reports pursuant to this Agreement, fees and expenses of Subservicers and agents of the Servicer and all other fees and expenses not expressly stated under this Agreement for the account of the Borrower. The Servicer will be required to pay all reasonable fees and expenses owing to any bank or trust company in connection with the maintenance of the Collection Account. The Servicer shall be required to pay such expenses for its own account and shall not be entitled to any payment therefor other than the Servicing Fee.

Section 7.06. Reports and Due Diligence.

(a) Monthly Reports. On each Reporting Date, the Servicer will provide a Monthly Report to the Borrower, each Secured Party, each Agent, the Account Bank and the Backup Servicer.

(b) Quarterly Data. The Servicer will provide the Quarterly Data to each Secured Party and each Agent, within ten Business Days of receiving a request therefor, which request may be made quarterly, but not more frequently unless required by regulators or to comply with Applicable Law (including Basel II and Basel III).

(c) Due Diligence. Prior to the Closing Date and once during each calendar year commencing in 2021, at such times during normal business hours as are reasonably convenient to the Borrower or the Servicer, as the case may be, at the sole cost and expense of the Servicer (provided that such costs and expenses are reasonable and customary for similar types of inspections in the industry and do not exceed $60,000 per audit) and upon reasonable request of the Administrative Agent or a Lender and prior written notice to the Borrower or the Servicer, as the case may be, the Borrower or the Servicer, as the case may be, shall permit such Person or Persons as the Administrative Agent may designate (including the Backup Servicer), with the approval of the Required Lenders, to conduct, on behalf of all of them, audits or to visit and inspect any of the properties of the Borrower or the Servicer (including any Subservicer) where the Receivable Files are located, as the case may be, to examine the Receivable Files, internal controls and procedures maintained by the Borrower or the Servicer, as the case may be, and take copies and extracts therefrom, and to discuss the affairs of the Borrower and the Servicer (including any Subservicer) with their respective officers and employees (which employees, except after the occurrence and during the continuation of an Amortization Event, Termination Event, Unmatured Termination Event, Servicer Termination Event or Unmatured Servicer Termination Event, shall be designated by the Borrower or the Servicer, as the case may be) and, upon written notice to the Borrower or the Servicer, as the case may be, independent accountants; provided, that after the occurrence and during the continuation of a Termination Event, the Administrative Agent, the Lenders, the Backup Servicer and their respective representatives shall be permitted to take the foregoing actions without being subject to any limitation on the number of audits, visits or inspections that may be conducted during a calendar year and such audits, visits or inspections shall be at the sole cost and expense of the Servicer; provided, further, that the Administrative Agent, the Lenders and their respective representatives

shall make reasonable efforts to coordinate, and provide a prior written notice of, such audits, visits and inspections; and provided, further, that any such audit, visit or inspection of a Successor Servicer shall be at the sole cost and expense of the Lenders. The Borrower or the Servicer, as the case may be, hereby authorizes such officers, employees and independent accountants (and the Servicer shall cause each Subservicer to authorize such officers, employees and independent accountants) to discuss with the Administrative Agent, a Lender and their respective representatives the affairs of the Borrower or the Servicer, as the case may be. Any audit provided for herein shall be conducted in accordance with the rules of the Borrower and the Servicer respecting safety and security on its premises and without materially disrupting operations. Nothing in this subsection shall affect the obligation of the Servicer to observe any Applicable Law prohibiting the disclosure of information regarding the Obligors, and the failure of the Servicer to provide access to information as a result of such obligation shall not constitute a breach of this subsection. In addition to the due diligence reviews specified above, the Backup Servicer may, subject to the terms and conditions specified in this subsection conduct its own periodic due diligence reviews at the sole cost and expense of the Servicer (provided that such costs and expenses shall be limited to a maximum of $5,000 per visit in the case of any due diligence review done at the request of the Backup Servicer prior to the occurrence and continuance of a Servicer Termination Event or the automatic occurrence or declaration of the occurrence of the Amortization Date pursuant to Section 10.01(b), and thereafter, without such cost and expense cap). The Servicer will notify the Backup Servicer of any changes to the servicing processes or servicing systems of the Servicer that have occurred since the last due diligence review performed by the Backup Servicer that would reasonably be expected to have a Material Adverse Effect on the Backup Servicer's ability to undertake the servicing of the Receivables as Successor Servicer under this Agreement. The Servicer shall reimburse the Administrative Agent for all reasonable fees, costs and expenses incurred by or on behalf of the Secured Parties in connection with the foregoing actions promptly upon receipt of a written invoice therefor.

Section 7.07. Annual Statement as to Compliance. The Servicer shall deliver to the Administrative Agent, on or before May 30th of each year, beginning in 2021, an Officer's Certificate, dated as of the preceding December 31st, stating that (i) a review of the activities of the Servicer during the preceding 12-month period (or since the Closing Date in the case of the first such Officer's Certificate) and of its performance under this Agreement has been made under such officer's supervision and (ii) to the best of such officer's knowledge, based on such review, the Servicer has fulfilled all its obligations under this Agreement throughout such year (or such shorter period in the case of the first such Officer's Certificate), or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to such officer and the nature and status thereof. Notwithstanding the foregoing, to the extent that in connection with public offerings, Regulation AB under the Securities Act requires the delivery by servicers of an annual report on an assessment of servicing compliance on the basis of detailed servicing criteria or other report, the delivery of a copy of such report by the Servicer to the Administrative Agent shall be deemed to satisfy the provisions of this subsection.

Section 7.08. Annual Independent Public Accountant's Reports. The Servicer will deliver to the Administrative Agent, on or before May 30th of each year beginning in 2021, a copy of a report prepared by a firm of independent certified public accountants, who may also render other services to the Servicer or any of its Affiliates, addressed to the Board of Managers

of the Servicer or any of its Affiliates and the Administrative Agent and dated during the current year, to the effect that such firm has examined the Servicer's policies and procedures and issued its report thereon and expressing a summary of findings (based on certain procedures performed on the documents, records and accounting records that such accountants considered appropriate under the circumstances) relating to the servicing of the Receivables and the administration of the Receivables (including the preparation of the Monthly Reports) during the preceding calendar year (or such longer period in the case of the first sale report) and that such servicing and administration was conducted in compliance with the terms of this Agreement, except for (i) such exceptions as such firm shall believe to be immaterial and (ii) such other exceptions as shall be set forth in such report and that such examination (a) was performed in accordance with standards established by the American Institute of Certified Public Accountants, and (b) included tests relating to auto loans serviced for others in accordance with the requirements of the Uniform Single Attestation Program for Mortgage Bankers, to the extent the procedures in such program are applicable to the servicing obligations set forth in this Agreement. Notwithstanding the foregoing, to the extent that in connection with public offerings, Regulation AB under the Securities Act requires the delivery of an annual attestation of a firm of independent public accountants with respect to the assessment of servicing compliance with specified servicing criteria of the Servicer stating, among other things, that the Servicer's assertion of compliance with the specified servicing criteria is fairly stated in all material respects, or the reason why such an opinion cannot be expressed, the delivery of a copy of such an attestation to the Administrative Agent shall be deemed to satisfy the provisions of this Section.

In the event such independent certified public accountants require the Backup Servicer or the Account Bank to agree to the procedures to be performed by such firm in any of the reports required to be prepared pursuant to this Section, the Servicer shall direct the Backup Servicer or the Account Bank in writing to so agree; it being understood and agreed that the Backup Servicer or the Account Bank will deliver such letter of agreement in conclusive reliance upon the direction of the Servicer, and each of such Backup Servicer and the Account Bank has not made any independent inquiry or investigation as to, and shall have no obligation or liability in respect of, the sufficiency, validity or correctness of such procedures.

Such report shall also indicate that the firm is "Independent" of the Servicer and its Affiliates within the meaning of the Code of Professional Ethics of the American Institute of Certified Public Accountants.

Section 7.09. Rights of the Backup Servicer Prior to Assumption of Duties by a Successor Servicer.

(a) On or before each Reporting Date, the Servicer shall deliver to the Backup Servicer an electronic file containing all information sufficient to allow the Backup Servicer to review the Monthly Report related thereto and (i) determine that such Monthly Report contains the information necessary for the Backup Servicer to complete its obligations under this Section and (ii) confirm the mathematical accuracy, as set forth in the Monthly Report, of the Borrowing Base as of the related Reporting Date (calculated as of the last day of the related Collection Period or, with respect to Receivables added to the Collateral following such last day but prior to the date of such Monthly Report, the related Cutoff Dates). The Backup Servicer shall, within five Business Days of the related Reporting Date, load the electronic file received from the

Servicer, confirm such computer tape or diskette is in readable form and verify (i) the aggregate Principal Balance of all Receivables as of the last day of the related Collection Period, and (ii) the Serviced Portfolio Net Loss-to-Liquidation Ratio, the Serviced Portfolio Delinquency Ratio, the Serviced Portfolio Extension Ratio, the Net Loss-to-Liquidation Ratio, the Delinquency Ratio and the Extension Ratio. In the event of any discrepancy between the information set forth in the two foregoing sentences, as calculated by the Servicer, from that determined or calculated by the Backup Servicer, the Backup Servicer shall promptly notify the Servicer of such discrepancy and, if within five days of such notice being provided to the Servicer, the Backup Servicer and the Servicer are unable to resolve such discrepancy, the Backup Servicer shall promptly notify the Administrative Agent of such discrepancy. The Backup Servicer shall provide a Monthly Backup Servicer Certificate to the Administrative Agent and the Servicer, on or before the close of business on the fifth Business Day following each Reporting Date. The Backup Servicer, in its capacity as such, shall not be responsible for delays attributable to the Servicer's failure to deliver information, defects in the information supplied by the Servicer or other circumstances beyond the control of the Backup Servicer. If the electronic file or the Monthly Report does not contain sufficient information for the Backup Servicer to perform any action hereunder, the Backup Servicer shall promptly notify the Servicer of any additional information to be delivered by the Servicer to the Backup Servicer, and the Backup Servicer and the Servicer shall mutually agree upon the form thereof; provided, however, that the Backup Servicer shall not be liable for the performance of any action unable to be taken hereunder without such additional information until it is received from the Servicer.

(b) The Administrative Agent or a Lender may request in writing that the Servicer deliver to the Backup Servicer the Test Data File, in a format acceptable to the Backup Servicer. The Backup Servicer and the Servicer will agree upon the file layout and electronic medium to transfer such data to the Backup Servicer. The Backup Servicer shall confirm to the Servicer and the Administrative Agent in writing that the Test Data File is in the correct format or if any changes or modifications are necessary. The Backup Servicer shall convert the Test Data File to a servicing system and confirm in writing to the Servicer and the Administrative Agent that it has received and verified the completeness of the Test Data File within 90 days of receipt of such Test Data File; provided, however, that such confirmation shall not be deemed to apply to the accuracy of the Test Data File data as provided by the Servicer, but shall be deemed only to apply to the accuracy of the conversion of the Test Data Files to the Backup Servicer's internal systems. The cost of loading the Test Data File will be paid by the Servicer and, to the extent not paid by the Servicer, will be paid in accordance with Section 2.07(ii).

(c) Other than as specifically set forth elsewhere in this Agreement, the Backup Servicer shall have no obligation to supervise, verify, monitor or administer the performance of the Servicer and shall have no liability or responsibility for any action taken or omitted by the Servicer.

(d) The Backup Servicer shall consult with the Servicer as may be necessary from time to time to perform or carry out the Backup Servicer's obligations hereunder, including the obligation, if requested in writing by the Administrative Agent (acting at the direction of the Required Lenders), to succeed to the duties and obligations of the Servicer pursuant hereto.

(e) Except as provided in this Agreement, the Backup Servicer may accept and rely on all accounting, records and work of the Servicer without audit, and the Backup Servicer shall have no liability or responsibility for the acts or omissions of the Servicer. If any error, inaccuracy or omission (collectively, "Errors") exists in any information received from the Servicer, and such Errors should cause or materially contribute to the Backup Servicer making or continuing any Errors (collectively, "Continued Errors"), the Backup Servicer shall have no liability or responsibility for such Continued Errors; provided, however, that this provision shall not protect the Backup Servicer against any liability which would otherwise be imposed by reason of willful misconduct, bad faith or gross negligence in discovering or correcting any Error or in the performance of its or their duties hereunder or under this Agreement. In the event the Backup Servicer has actual knowledge or receives written notice of Errors or Continued Errors, it shall, with the prior consent of the Administrative Agent, use its best efforts to reconstruct and reconcile such data as is commercially reasonable to correct such Errors and Continued Errors and prevent future Continued Errors. The Backup Servicer shall be entitled to recover its costs thereby expended from the Servicer (or, to the extent not paid by the Servicer, in accordance with Section 2.07(ii)).

(f) The Backup Servicer shall be indemnified by the Servicer and the Borrower from and against all claims, damages, losses or expenses reasonably incurred by the Backup Servicer (including reasonable attorneys' fees, court costs, losses and expenses incurred in connection with (i) any enforcement (including any action, claim, or suit brought) by the Backup Servicer of any indemnification obligation or other obligation of the Servicer or the Borrower and (ii) a successful defense of any claim that the Backup Servicer breached its standard of care) arising out of claims asserted against the Backup Servicer on any matter arising out of this Agreement to the extent the act or omission giving rise to the claim accrues before the date on which the Backup Servicer assumes the duties of Successor Servicer hereunder, except for any claims, damages, losses or expenses arising from the Backup Servicer's own gross negligence, bad faith or willful misconduct. Notwithstanding the foregoing, if a successor to the Backup Servicer is appointed hereunder, then the Servicer and the Borrower shall have no obligations to indemnify the successor Backup Servicer except to the extent that the Servicer and the Borrower have consented, in their reasonable discretion, to the selection of the successor Backup Servicer. The provisions of this Section shall survive the termination or assignment of this Agreement or the resignation or removal of any party.

(g) If the Backup Servicer is acting as Successor Servicer, it may delegate in the ordinary course of business any or all of its duties and obligations hereunder to one or more subservicers; provided, however, that it shall at all times remain responsible for the performance of such duties and obligations.

Section 7.10. Rights After Assumption of Duties by Successor Servicer; Liability. At any time following the assumption of the duties of the Servicer by a Successor Servicer pursuant to Section 7.14 as a result of the occurrence of a Servicer Termination Event or following the resignation of the Servicer pursuant to Section 7.12:

(a) The outgoing Servicer, on behalf of the Borrower, shall, at the Administrative Agent's request (with the consent of the Required Lenders), (i) assemble the records relating to the Collateral, including all Receivable Files, and shall make the

same available to the Administrative Agent or the Successor Servicer at a place selected by the Administrative Agent, and (ii) segregate all cash, checks and other instruments received by it from time to time constituting Collections in a manner acceptable to the Administrative Agent or the Successor Servicer and shall, promptly upon receipt but no later than one Business Day after receipt, remit all such cash, checks and instruments, duly endorsed or with duly executed instruments of transfer, to, or at the direction of, the Administrative Agent.

(b) The Borrower hereby authorizes the Administrative Agent (as agent for the Secured Parties) to take or cause to be taken any and all steps in the Borrower's name and on its behalf necessary or desirable, in the determination of the Administrative Agent, to collect all amounts due under the Collateral, including endorsing the Borrower's names on checks and other instruments representing Collections and enforcing the Receivables.

Section 7.11. Limitation on Liability of the Servicer and Others. Except as expressly provided herein, neither the Servicer nor any of its directors or officers or employees or agents shall be under any liability to the Secured Parties or any other Person for any action taken or for refraining from the taking of any action pursuant to this Agreement; provided, however, that this provision shall not protect the Servicer or any such Person against any liability that would otherwise be imposed by reason of its willful misfeasance, bad faith or gross negligence in the performance of duties or by reason of its willful misconduct hereunder.

Section 7.12. The Servicer Not to Resign. The Servicer shall resign only with the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) or if the Servicer provides an Opinion of Counsel to the Administrative Agent and the Backup Servicer to the effect that it is no longer permitted by Applicable Law to act as Servicer hereunder. No termination or resignation of the Servicer hereunder shall be effective until a successor Servicer acceptable to the Administrative Agent and the Required Lenders has accepted its appointment as Successor Servicer hereunder and has agreed to be bound by the terms of this Agreement and the Credit and Collection Policy.

Section 7.13. Servicer Termination Events. The occurrence and continuance of any of the following events shall constitute a "Servicer Termination Event" hereunder:

(a) any failure by the Servicer to make any payment, transfer or deposit as required by this Agreement or any other Servicer Basic Document, which failure continues unremedied for one Business Day after such payment, transfer or deposit is due and after the Servicer discovers such failure or is given written notice of such failure by the Administrative Agent;

(b) any failure by the Servicer to deliver a Monthly Report on any Reporting Date which failure continues for two Business Days;

(c) any failure by the Servicer duly to observe or perform in any material respect any other covenant or agreement of the Servicer set forth in this Agreement (other than as described in clauses (a) and (b) above) or in the other Servicer Basic Documents,

which failure continues unremedied for 30 days after the Servicer discovers such failure or is given written notice of such failure by any other party to such Servicer Basic Document or by the Administrative Agent;

(d) any representation, warranty or certification made by the Servicer in any Servicer Basic Document or in any certificate or report delivered pursuant to any Servicer Basic Document shall prove to have been incorrect in any material respect as of the time when the same shall have been made and, if capable of being cured, is not cured within 30 days after the Servicer discovers such failure or is given written notice of such failure by any other party to such Servicer Basic Document or by the Administrative Agent;

(e) an Insolvency Event shall occur with respect to the Servicer or any of its material Subsidiaries;

(f) one or more judgments, settlements or consent orders shall be entered against the Servicer by any Governmental Authority (including any such items as a result of the CFPB or State regulator reviews) assessing monetary damages, individually or in the aggregate over any calendar year, in excess of $2,000,000 and such judgments, settlements or consent orders, as applicable, shall not have been discharged, stayed or paid within 30 days;

(g) the IRS shall file notice of a Lien pursuant to Section 6323 of the Code with regard to any assets of the Borrower or any material portion of the assets of any Tricolor Entity, or the Pension Benefit Guaranty Corporation shall file notice of a Lien pursuant to Section 4068 of ERISA with regard to any of the assets of any Tricolor Entity or the Borrower and, in either case, such Lien shall not have been released within 30 days;

(h) (i) any Servicer Basic Document shall (except in accordance with its terms), in whole or in part, terminate, cease to be effective or cease to be the legally valid, binding and enforceable obligation of the Servicer or (ii) the Servicer shall, directly or indirectly, disaffirm or contest in any manner such effectiveness, validity, binding nature or enforceability;

(i) a Change in Control, not effected in accordance with Section 7.15, occurs with respect to the Servicer;

(j) a Termination Event occurs;

(k) (i) the Servicer shall fail to pay any principal of or premium or interest on any Indebtedness having a principal amount of $5,000,000 or greater, when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness and shall not be waived by the requisite holders of such Indebtedness; (ii) any other default under any agreement or instrument relating to any such Indebtedness of the Servicer or any other event shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument if the effect of such default or event is to

accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or (iii) any such Indebtedness shall be declared to be due and payable or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased, or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case, prior to the stated maturity thereof;

(l) a Material Adverse Effect occurs with respect to the Servicer;

(m) the Performance Guaranty shall (except in accordance with its terms), in whole or in part, terminate, cease to be effective or cease to be the legally valid, binding and enforceable obligation of the Performance Guarantor or (ii) the Performance Guarantor shall, directly or indirectly, disaffirm or contest in any manner such effectiveness, validity, binding nature or enforceability; or

(n) a Key Man Event occurs.

Upon the occurrence of any of the foregoing, notwithstanding anything herein to the contrary, so long as any such Servicer Termination Event shall not have been remedied within any applicable cure period or waived in writing by the Administrative Agent, acting at the request or with the consent of the Required Lenders, the Administrative Agent (acting at the request of the Required Lenders), by written notice to the Servicer (with a copy to the Agents, the Backup Servicer, the Account Bank, the Collateral Custodian and each Rating Agency then rating the Loans (each, a "Servicer Termination Notice")), may (i) terminate all of the rights and obligations of the Servicer as Servicer under this Agreement, (ii) direct the Servicer to cause Collections to be deposited into an account other than the Master Collection Account or the Collection Account; provided, that such other account must be established by the Successor Servicer at the Account Bank or another Qualified Institution and (iii) direct the Servicer to deliver, or cause to be delivered, the Receivable Files and the related accounts and records maintained by the Servicer to the Administrative Agent, or its agent or designee, at such place as the Administrative Agent may reasonably designate with written notice to the Lenders.

Section 7.14. Appointment of Successor Servicer.

(a) Upon the resignation of the Servicer pursuant to Section 7.12 or on and after the receipt by the Servicer of a Servicer Termination Notice, the outgoing Servicer shall continue to perform all servicing functions under this Agreement until the date specified in the Servicer Termination Notice or otherwise specified by the Administrative Agent in writing or, if no such date is specified in such Servicer Termination Notice or otherwise specified by the Administrative Agent, until a date mutually agreed upon by the outgoing Servicer, the Backup Servicer and the Administrative Agent, acting with the consent of the Required Lenders. The Administrative Agent may, with the consent of the Required Lenders, at the time described in the immediately preceding sentence, appoint the Backup Servicer as the Successor Servicer hereunder and the Backup Servicer shall on such date assume all obligations of the Servicer hereunder, and all authority and power of the outgoing Servicer under this Agreement shall pass to and be vested in the Backup Servicer. In the event that the Administrative Agent does not so appoint the Backup Servicer to succeed the outgoing Servicer as Servicer hereunder or the Backup Servicer is unable to assume such obligations on such date, the Administrative Agent

shall, with the consent of the Required Lenders, as promptly as possible appoint a successor Servicer whose regular business includes the servicing of subprime automobile receivables (the Backup Servicer or such other entity as successor Servicer, the "Successor Servicer").

(b) Each Successor Servicer shall accept its appointment by a written assumption in a form acceptable to the Administrative Agent and the Required Lenders (with a copy to the Account Bank). In the event that a Successor Servicer has not accepted its appointment at the time when the outgoing Servicer ceases to act as Servicer, the Administrative Agent shall petition a court of competent jurisdiction to appoint any established financial institution whose regular business includes the servicing of subprime automobile receivables as the Successor Servicer hereunder.

(c) Upon the resignation or termination and removal of the Servicer, the predecessor Servicer shall cooperate with the Successor Servicer in effecting the termination of the rights and responsibilities of the predecessor Servicer under this Agreement, including the transfer to the Successor Servicer for administration by it of all cash amounts that shall at the time be held by the predecessor Servicer for deposit, or shall thereafter be received, with respect to a Receivable, and the related accounts and records maintained by the Servicer. In the case that the Successor Servicer shall not agree to perform any duties or obligations of the Servicer hereunder, such duties or obligations may be performed or delegated by the Administrative Agent. The Servicer, if other than Tricolor, shall as soon as practicable upon demand, deliver to the Borrower all records in its possession which evidence or relate to Indebtedness of an Obligor which is not a Receivable.

(d) The Administrative Agent shall have the same rights of removal and termination for cause with respect to the Successor Servicer as with respect to Tricolor as the initial Servicer.

(e) All reasonable out-of-pocket costs and expenses (including attorneys' fees and disbursements) incurred in connection with the transferring of Receivables to the Successor Servicer, converting the outgoing Servicer's data to the computer system of the Successor Servicer and amending this Agreement to reflect such succession as Servicer pursuant to this Section shall be paid by the predecessor Servicer upon presentation of reasonable transition expenses not exceeding $150,000 (the "Transition Expenses"). In no event shall the Backup Servicer, if it becomes the Successor Servicer, be responsible for any Transition Expenses. If the predecessor Servicer fails to pay the Transition Expenses, the Transition Expenses shall be payable pursuant to Section 2.07(ii).

(f) Upon its appointment, the Successor Servicer shall be the successor in all respects to the outgoing Servicer with respect to servicing functions under this Agreement and shall be subject to all the responsibilities, duties and liabilities relating thereto placed on the Servicer by the terms and provisions hereof, and all references in this Agreement to the Servicer shall be deemed to refer to the Successor Servicer; provided, however, that any Successor Servicer shall have (i) no liability with respect to any obligation which was required to be performed by the predecessor Servicer prior to the date that it becomes the Successor Servicer or any claim of a third party based on any alleged action or inaction of the predecessor Servicer, (ii) no obligation to perform any repurchase or advancing obligations, if any, of the Servicer, (iii) no obligation to pay any taxes required to be paid by the Servicer, (iv) no obligation to pay any of the fees and

expenses of any other party to this Agreement or any other Basic Document, (v) no liability or obligation with respect to any Servicer indemnification obligations of any prior Servicer, including Tricolor, and (vi) no obligation to service the Receivables in accordance with the Credit and Collection Policy, but shall use its customary credit and collection policies for similar assets. If the Backup Servicer becomes the Successor Servicer, the representations, warranties and covenants of the Servicer contained herein shall be modified as follows: (i) Section 6.04(b) shall be deemed to refer to the Servicer's status as a national banking association in good standing under the laws of the United States, (ii) the statement referred to in Section 6.04(h) shall come from a Responsible Officer of the Successor Servicer, (iii) the covenants in Sections 6.04(g), (l), (m) and (q) shall not apply and (iv) the covenants in Sections 6.05(b), (c), (d), (i) and (j) and 7.08 shall not apply. The indemnification obligations of the Backup Servicer, upon becoming a successor Servicer, are expressly limited to those instances of gross negligence or willful misconduct of the Backup Servicer in its role as Successor Servicer.

(g) All authority and power granted to the Servicer under this Agreement shall automatically cease and terminate upon termination of this Agreement and shall pass to and be vested in the Borrower and the Borrower is hereby authorized and empowered to execute and deliver, on behalf of the Servicer, as attorney-in-fact or otherwise, all documents and other instruments, and to do and accomplish all other acts or things necessary or appropriate to effect the purposes of such transfer of servicing rights. The Servicer agrees to cooperate with the Borrower in effecting the termination of the responsibilities and rights of the Servicer to service the Receivables.

(h) The Successor Servicer shall act as Servicer hereunder and shall, subject to the availability of sufficient funds in the Collection Account pursuant to Section 2.07 (up to the Servicing Fee), receive as compensation therefor the Servicing Fee pursuant to Section 2.07(i) (or such other fee as agreed to in writing by such Successor Servicer and each Lender, with notice to the Borrower, the Administrative Agent and each Rating Agency then rating the Loans).

Section 7.15. Merger or Consolidation, Assumption of Obligations or Resignation, of the Servicer. Any Person (i) into which the Servicer may be merged or consolidated, (ii) which may result from any merger or consolidation to which the Servicer may be a party, (iii) which may succeed to the properties and assets of the Servicer substantially as a whole or (iv) which may succeed to the duties and obligations of the Servicer under this Agreement following the resignation of the Servicer, which Person executes an agreement of assumption acceptable to the Administrative Agent to perform every obligation of the Servicer hereunder, shall, with the prior written consent of the Administrative Agent, acting with the consent of the Required Lenders (in each case which consent shall not be unreasonably withheld), be the successor to the Servicer under this Agreement without further act on the part of any of the parties to this Agreement; provided, however, that:

(a) prior written notice of such consolidation, merger, succession or resignation shall be delivered by the Servicer to the Administrative Agent, each Lender, each Hedge Counterparty, the Collateral Custodian and each Rating Agency then rating the Loans;

(b) immediately after giving effect to such consolidation, merger, succession or resignation, no Servicer Termination Event and no event which after notice or lapse of time, or both, would become a Servicer Termination Event shall have occurred and is continuing;

(c) no Amortization Event, Termination Event, Unmatured Termination Event, Servicer Termination Event or Unmatured Servicer Termination Event would occur as result of such consolidation, merger, succession or resignation;

(d) the Servicer shall have delivered to the Borrower, the Backup Servicer, each Lender and the Administrative Agent, an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger, succession or resignation and such agreement of assumption comply with this Section and that all conditions precedent provided for in this Agreement and the other Basic Documents to which it is a party relating to such transaction have been complied with and, in the case of the Opinion of Counsel, that such agreement of assumption is legal, valid and binding with respect to the Servicer and such other matters as the Administrative Agent may reasonably request; and

(e) the Servicer shall have delivered to the Borrower, the Backup Servicer, each Lender and the Administrative Agent an Opinion of Counsel to the effect that either (1) in the opinion of such counsel, all financing statements, continuation statements and amendments and notations on Certificates of Title thereto have been executed and filed that are necessary to preserve and protect the interests of the Borrower and the Secured Parties in the Receivables and reciting the details of such filings or (2) no such action shall be necessary to preserve and protect such interest;

provided, further, however, that if the Backup Servicer becomes the Successor Servicer, clauses (a), (d) and (e) above shall not apply to the Successor Servicer.

Section 7.16. Responsibilities of the Borrower. Anything herein to the contrary notwithstanding, the Borrower shall (i) perform, or cause the Servicer to perform, all of its obligations under the Receivables, to the same extent as if a security interest in such Receivables had not been granted hereunder, and the exercise by the Administrative Agent of its rights hereunder shall not relieve the Borrower from such obligations and (ii) pay when due, from funds available to the Borrower under Section 2.07(ix), any Taxes, including any sales Taxes payable in connection with the Receivables and their creation and satisfaction. No Secured Party or Agent shall have any obligation or liability with respect to any Receivable, nor shall any of them be obligated to perform any of the obligations of the Borrower thereunder.

ARTICLE EIGHT

BACKUP SERVICER

Section 8.01. Designation of the Backup Servicer.

(a) The Borrower and the Administrative Agent, on behalf of the Secured Parties, each hereby appoints Vervent to act as Backup Servicer for the benefit of the Borrower, the Administrative Agent and the Secured Parties. Vervent hereby accepts such appointment and agrees to perform the duties and obligations with respect thereto set forth herein.

(b) Upon the occurrence of a Servicer Termination Event, the Administrative Agent (acting at the direction of the Required Lenders) may designate the Backup Servicer to act as Servicer for the benefit of the Secured Parties. The Backup Servicer shall accept such appointment and agree to perform the duties and obligations with respect thereto set forth herein.

(c) Until the receipt by the Backup Servicer of a notice from the Administrative Agent (acting at the direction of the Required Lenders) of the designation of a new Backup Servicer pursuant to Section 8.04, the Backup Servicer will not terminate its activities as Backup Servicer hereunder.

Section 8.02. Duties of the Backup Servicer. From the Closing Date until the earlier of (i) its removal pursuant to Section 8.04, (ii) its resignation in accordance with Section 8.05, (iii) its appointment as Successor Servicer pursuant to Section 7.14(a) (with respect to Section 7.09) or (iv) the Facility Termination Date, the Backup Servicer shall perform, on behalf of the Secured Parties, the duties and obligations set forth in Sections 7.09 and 7.10.

Section 8.03. Backup Servicing Compensation. As compensation for its back-up servicing activities hereunder, the Backup Servicer shall be entitled to receive a monthly fee up to an amount equal to the Backup Servicing Fee in accordance with the priorities set forth in Section 2.07. The Backup Servicer's entitlement to receive such fee shall cease on the earliest to occur of (i) it becoming the Successor Servicer, (ii) its removal as Backup Servicer pursuant to Section 8.04, (iii) its resignation in accordance with Section 8.05 or (iv) the termination of this Agreement.

Section 8.04. Backup Servicer Removal. The Backup Servicer may be removed in connection with a breach of any representation, warranty or covenant of the Backup Servicer under this Agreement, or otherwise in the discretion of the Administrative Agent and the Borrower, by 30 days' prior notice given in writing and delivered to the Backup Servicer from the Administrative Agent (the "Backup Servicer Termination Notice"). On and after the receipt by the Backup Servicer of the Backup Servicer Termination Notice, the Backup Servicer shall continue to perform all backup servicing functions under this Agreement until the date specified in the Backup Servicer Termination Notice or otherwise specified by the Administrative Agent in writing or, if no such date is specified in the Backup Servicer Termination Notice or otherwise so specified by the Administrative Agent, until a date mutually agreed upon by the Backup Servicer and the Administrative Agent. All actions of the Administrative Agent taken pursuant to this Section shall be made at the direction, or with the consent, of the Required Lenders.

Section 8.05. Backup Servicer Not to Resign. The Backup Servicer shall resign only with the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) and, so long as no Servicer Termination Event, Amortization Event or Termination Event has occurred and is continuing, the Borrower, or if the Backup Servicer provides an Opinion of Counsel to the Administrative Agent and the Borrower to the effect that the Backup Servicer is no longer permitted by Applicable Law to act as Backup Servicer hereunder. No termination or resignation of the Backup Servicer hereunder shall be effective until a successor Backup Servicer, acceptable to the Administrative Agent and the Required Lenders and, so long as no Servicer Termination Event, Amortization Event or Termination Event has occurred and is continuing, the Borrower, has accepted its appointment as successor Backup Servicer hereunder and has agreed to be bound by the terms of this Agreement and the Credit and Collection Policy; provided, however, that in the event a successor Backup Servicer is not appointed within 60 days after the Backup Servicer has given notice of its resignation and has provided the Opinion of Counsel required by this Section, the Backup Servicer may petition a court for its removal, with the cost of such petition to be borne by the Servicer.

Section 8.06. Monthly Backup Servicer Certificate. The Backup Servicer shall provide a Monthly Backup Servicer Certificate to each Secured Party, each Agent, the Borrower and the Servicer on or before the close of business on the fifth Business Day following each Reporting Date. The Backup Servicer, in its capacity as such, shall not be responsible for delays attributable to the Servicer's failure to deliver information, defects in the information supplied by the Servicer or other circumstances beyond the control of the Backup Servicer.

Section 8.07. Covenants of the Backup Servicer.

(a) Affirmative Covenants. From the Closing Date until the Facility Termination Date:

(i) Compliance with Law. The Backup Servicer will comply in all material respects with all Applicable Laws.

(ii) Preservation of Existence. The Backup Servicer will preserve and maintain its existence, rights, franchises and privileges in the jurisdiction of its formation, and qualify and remain qualified in good standing in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or could reasonably be expected to have, a Material Adverse Effect.

(b) Negative Covenant. From the Closing Date until the Facility Termination Date, the Backup Servicer will not change the Backup Servicing Fee without the prior written approval of the Administrative Agent (acting at the direction of the Required Lenders) and, provided that no Termination Event or Amortization Event shall have occurred, the Borrower.

Section 8.08. Merger of the Backup Servicer. Any Person into which the Backup Servicer may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which to Backup Servicer shall be a party, or any Person succeeding to the business of the Backup Servicer, shall be the successor of the Backup Servicer under this Agreement, without the execution or filing of any paper or any

further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.09. Rights of the Backup Servicer after Assumption of Duties by Successor Servicer; Liability. At any time following the assumption of the duties of the Servicer by a Successor Servicer pursuant to Section 7.14 as a result of the occurrence of a Servicer Termination Event or following the resignation of the Servicer pursuant to Section 7.12:

(a) The Backup Servicer shall be liable in accordance herewith only to the extent of its obligations set forth in this Agreement or any obligations assumed by the Backup Servicer from the Servicer pursuant to Section 7.14. No implied duties (including fiduciary duties), covenants or obligations shall be read into this Agreement against the Backup Servicer and, in the absence of bad faith or gross negligence on its part, the Backup Servicer may conclusively rely on the truth of the statements and the correctness of the opinions expressed in any certificates or opinions furnished to it and conforming to the requirements of this Agreement.

(b) The Backup Servicer shall not be charged with knowledge of event unless a Responsible Officer of the Backup Servicer obtains actual knowledge of such event or the Backup Servicer receives written notice of such event from the Borrower, the Servicer or the Administrative Agent.

(c) The Backup Servicer shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of its duties hereunder, or in the exercise of any of its rights or powers, if it reasonably determines that the repayment of such funds or adequate written indemnity against such risks or liability is not available prior to the expenditure of such funds or the incurrence of financial liability. Notwithstanding any provision to the contrary, the Backup Servicer, so long as it is not the Successor Servicer, shall not be liable for any obligation of the Servicer contained in this Agreement, and the parties shall look only to the Servicer to perform such obligations.

(d) The Backup Servicer may execute any of the powers hereunder or perform any duties under this Agreement either directly or by or through agents, subcontractors, subservicers, nominees, attorneys or custodians. The Backup Servicer shall not be responsible for any misconduct or negligence of any such agents, subcontractors, subservicers, nominees, attorneys or custodians appointed with due care by it.

(e) The Backup Servicer may consult with counsel of its choice with regard to legal questions arising out of or in connection with this Agreement and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, omitted or suffered by the Backup Servicer in good faith in accordance therewith.

(f) The Backup Servicer need not investigate any statement, representation or warranty or any fact or matter stated in the document and may conclusively rely as to the truth of the statement and correctness of the opinions expressed therein.

(g) The Backup Servicer shall have no responsibility and shall not be in default hereunder nor incur any liability (i) for any failure, error, malfunction or any delay in carrying out any of its duties under this Agreement if any such failure or delay results from the Backup

Servicer acting in accordance with Applicable Laws or from acts of God, war or terrorism, insurrection, strikes, stoppages of labor, power or equipment failure or malfunction (including that of any common carrier or transmission line), loss or malfunction of communications or computer (hardware or software) services, emergency conditions, tornado, flood, fire, earthquake or similar event, adverse weather conditions or any other factor, medium, instrumentality or any cause or circumstances, directly or indirectly, beyond the Backup Servicer's control, it being understood that the Backup Servicer shall use commercially reasonable efforts to resume performance under this Agreement as soon as practicable under the circumstances or (ii) from information prepared or supplied by a Person other than the Backup Servicer as contemplated hereunder or the failure of any such other Person to prepare or provide such information.

(h) The Backup Servicer offers no representations concerning, and shall have no liability hereunder with respect to, the collectability, enforceability or other characteristics of the Collateral.

(i) The Backup Servicer will have no responsibility and will not be in default hereunder or incur any liability for any failure, error, malfunction or any delay in carrying out any of its duties under this Agreement if such failure or delay results from the Backup Servicer acting in accordance with information prepared or supplied by any Person other than the Backup Servicer or the failure of any such other Person to prepare or provide such information. In the event the Backup Servicer becomes aware of errors, which in the opinion of the Backup Servicer, impairs its ability to perform its services hereunder, the Backup Servicer shall immediately notify the Servicer of such errors. The Backup Servicer will have no responsibility, will not be in default and will incur no liability for (i) any act or failure to act of any third party, including the Servicer and the Successor Servicer (unless the Backup Servicer has become Successor Servicer pursuant to this Agreement), (ii) any inaccuracy or omission in a notice or communication received by the Backup Servicer from any third party, (iii) the invalidity or unenforceability of any obligation under applicable law, (iv) the breach or inaccuracy of any representation or warranty made with respect to any Loan or (v) the acts or omissions of any successor Backup Servicer. Except for the obligations undertaken by the Backup Servicer in this Agreement, the Backup Servicer will have no obligation to take any action, or to perform any of the duties of the Servicer or the Successor Servicer, under any Basic Document unless and until such time as the Backup Servicer has become a Successor Servicer pursuant to this Agreement.

(j) The Backup Servicer may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, report, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties.

ARTICLE NINE

THE COLLATERAL CUSTODIAN

Section 9.01. Appointment; Duties of the Collateral Custodian. The Administrative Agent, each Agent, each Lender and the Borrower, at the direction of and on behalf of the Administrative Agent, hereby appoint WTNA to act solely on the Administrative Agent's behalf as Collateral Custodian hereunder, and WTNA hereby accepts such appointment. The Collateral Custodian shall undertake to perform such duties and only such duties as are specifically set forth in this Agreement.

Section 9.02. Compensation and Indemnification of the Collateral Custodian.

(a) The Collateral Custodian shall be compensated for its activities hereunder and reimbursed for reasonable out-of-pocket expenses by receiving the Collateral Custodian Fee.

(b) The Borrower shall indemnify the Collateral Custodian and its officers, directors, employees and agents for, and hold them harmless against any loss, claim, action, suit or expense (including legal fees and expenses and legal fees and expenses in connection with enforcement of its rights hereunder) incurred, other than in connection with the willful misconduct or gross negligence on the part of the Collateral Custodian, arising out of or in connection with (i) the performance of its obligations under and in accordance with this Agreement, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement and (ii) the negligence, willful misconduct or bad faith of the Borrower in the performance of its duties hereunder. All such amounts shall be payable in accordance with Section 2.07. The provisions of this Section shall survive the termination of this Agreement and the resignation or removal of the Collateral Custodian.

THE FOREGOING INDEMNIFICATION SHALL APPLY WHETHER OR NOT SUCH LIABILITIES AND COSTS ARE IN ANY WAY OR TO ANY EXTENT OWED, IN WHOLE OR IN PART, UNDER ANY CLAIM OR THEORY OF STRICT LIABILITY, OR ARE CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACT OR OMISSION OF ANY KIND BY THE COLLATERAL CUSTODIAN.

Section 9.03. Liability of the Collateral Custodian.

(a) The Collateral Custodian shall be liable in accordance herewith only to the extent of the obligations specifically undertaken by the Collateral Custodian in such capacity herein. No implied duties (including fiduciary duties), covenants or obligations shall be read into this Agreement against the Collateral Custodian and, in the absence of gross negligence on the part of the Collateral Custodian, the Collateral Custodian may conclusively rely on the truth of the statements and the correctness of the opinions expressed in any certificates or opinions furnished to the Collateral Custodian pursuant to and conforming to the requirements of this Agreement.

(b) The Collateral Custodian shall not be liable for:

(i) an error of judgment made in good faith by one of its officers; or

(ii) any action taken, suffered or omitted to be taken in good faith in accordance with or believed by it to be authorized or within the discretion or rights or powers conferred, by this Agreement or at the direction of a Secured Party relating to the exercise of any power conferred upon the Collateral Custodian under this Agreement in each case unless it shall be proved that the Collateral Custodian shall have been negligent in ascertaining the pertinent facts.

(c) The Collateral Custodian shall not be charged with knowledge of any Termination Event or Servicer Termination Event unless a Responsible Officer of the Collateral Custodian obtains actual knowledge of such event or the Collateral Custodian receives written notice of such event from the Borrower, the Servicer, any Secured Party or the Administrative Agent, as the case may be.

(d) Without limiting the generality of this Section, the Collateral Custodian shall have no duty (i) to see to any recording, filing or depositing of this Agreement or any agreement referred to herein or any financing statement or continuation statement evidencing a security interest in the Receivables or the related Financed Vehicles, or to see to the maintenance of any such recording or filing or depositing or to any recording, refiling or redepositing of any thereof, (ii) to see to any insurance of the Financed Vehicles or Obligors or to effect or maintain any such insurance, (iii) to see to the payment or discharge of any Tax, assessment or other governmental charge or any Lien or encumbrance of any kind owing with respect to, assessed or levied against, any part of the Receivables, (iv) to confirm or verify the contents of any reports or certificates of the Servicer or the Borrower delivered to the Collateral Custodian pursuant to this Agreement believed by the Collateral Custodian to be genuine and to have been signed or presented by the proper party or parties or (v) to inspect the Financed Vehicles at any time or ascertain or inquire as to the performance or observance of any of the Borrower's or the Servicer's representations, warranties or covenants or the Servicer's duties and obligations as Servicer and as custodian of books, records, files and computer records relating to the Receivables under this Agreement.

(e) The Collateral Custodian shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if there shall be reasonable ground for believing that the repayment of such funds or adequate indemnity against such risk or liability shall not be reasonably assured to it, and none of the provisions contained in this Agreement shall in any event require the Collateral Custodian to perform, or be responsible for the manner of performance of, any of the obligations of the Servicer under this Agreement.

(f) The Collateral Custodian may rely and shall be protected in acting or refraining from acting upon any resolution, Officer's Certificate, any Monthly Report, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties.

(g) The Collateral Custodian may consult with counsel of its choice with regard to legal questions arising out of or in connection with this Agreement and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, omitted or suffered by the Collateral Custodian in good faith in accordance therewith.

(h) The Collateral Custodian shall be under no obligation to exercise any of the rights, powers or remedies vested in it by this Agreement (except to comply with its obligations under this Agreement and the other Collateral Custodian Basic Documents) or to institute, conduct or defend any litigation under this Agreement or in relation to this Agreement, at the request, order or direction of the Administrative Agent pursuant to the provisions of this Agreement, unless the Administrative Agent, on behalf of the Secured Parties, shall have offered to the Collateral Custodian reasonable security or indemnity against the costs, expenses and liabilities that may be incurred therein or thereby.

(i) The Collateral Custodian shall not be bound to make any investigation into the facts of matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document, unless requested in writing so to do by a Secured Party; provided, that if the payment within a reasonable time to the Collateral Custodian of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation shall be, in the opinion of the Collateral Custodian, not reasonably assured by the Borrower, the Collateral Custodian may require reasonable indemnity against such cost, expense or liability as a condition to so proceeding. The reasonable expense of every such examination shall be paid by the Borrower or, if paid by the Collateral Custodian, shall be reimbursed by the Borrower upon demand.

(j) The Collateral Custodian may execute any of the trusts or powers hereunder or perform any duties under this Agreement either directly or by or through agents or attorneys or a custodian. The Collateral Custodian shall not be responsible for any misconduct or negligence of any such agent or custodian appointed with due care by it hereunder.

Section 9.04. Limitation on Liability of the Collateral Custodian and Others. The directors, officers, employees or agents of the Collateral Custodian shall not be under any liability to the Administrative Agent, each Agent, each Lender, the Borrower or any other Person hereunder or pursuant to any document delivered hereunder, it being expressly understood that all such liability is expressly waived and released as a condition of, and as consideration for, the execution of this Agreement; provided, however, that this provision shall not protect the directors, officers, employees and agents of the Collateral Custodian against any liability which would be imposed by reason of willful misconduct or gross negligence in the performance of duties or by reason of reckless disregard of obligations and duties hereunder. The Collateral Custodian shall not be under any liability to the Administrative Agent, each Agent, each Lender, the Borrower or any other Person for any action taken or for refraining from the taking of any action in its capacity as Collateral Custodian pursuant to this Agreement whether arising from express or implied duties under this Agreement; provided, however, that this provision shall not protect the Collateral Custodian against any liability which would be imposed by reason of willful misconduct or gross negligence in the performance of duties or by reason of reckless disregard of obligations and duties hereunder. The Collateral Custodian may rely in good faith on any document of any kind, prima facie, properly executed and submitted by any Person respecting any matters arising hereunder.

Section 9.05. Certain Matters Affecting the Collateral Custodian.

(a) The Collateral Custodian shall have no duties or responsibilities except those that are specifically set forth herein, and no implied duties (including fiduciary duties), covenants or obligations shall be read into this Agreement against the Collateral Custodian. The Collateral Custodian shall be under no responsibility or duty with respect to the disposition of any Contract Files delivered to it hereunder while such Contract Files are not in its possession. If the Collateral Custodian shall request instructions from the Administrative Agent or the Servicer with respect to any act, action or failure to act in connection with and as set forth in this Agreement, the Collateral Custodian shall be entitled to refrain from taking such action and continue to refrain from acting unless and until the Collateral Custodian shall have received written instructions from the Administrative Agent or the Servicer, as applicable without incurring any liability therefor to the Administrative Agent, the Borrower, the Servicer or any other person.

(b) The Collateral Custodian may act in reliance upon any written communication of the Administrative Agent concerning the delivery of the Contract Files for any of the Receivables and other items of Collateral pursuant to this Agreement. The Collateral Custodian does not assume and shall have no responsibility for, and makes no representation as to, monitoring the value of the Contract Files relating to any of the Receivables and other Collateral. The Collateral Custodian shall not be liable for any action or omission to act hereunder, except for its own gross negligence or willful misconduct. In no event shall the Collateral Custodian have any responsibility to ascertain or take action with respect to the Contract Files relating to any of the Receivables or other Collateral, except as expressly provided herein.

THE FOREGOING PARAGRAPH SHALL APPLY WHETHER OR NOT SUCH LIABILITIES ARE IN ANY WAY OR TO ANY EXTENT OWED, IN WHOLE OR IN PART, UNDER ANY CLAIM OR THEORY OF STRICT LIABILITY, OR ARE CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACT OR OMISSION OF ANY KIND BY THE COLLATERAL CUSTODIAN.

(c) If the Collateral Custodian shall at any time receive conflicting instructions from the Administrative Agent and the Servicer or any other party to this Agreement and the conflict between such instructions cannot be resolved by reference to the terms of this Agreement, the Collateral Custodian shall be entitled to rely on the instructions of the Administrative Agent. In the absence of gross negligence or willful misconduct on the part of the Collateral Custodian, the Collateral Custodian may rely and shall be protected in acting or refraining from acting upon any resolution, officer's certificate, any Monthly Report, certificate of auditors, or any other certificate, statement, instrument, opinion, report, notice request, consent, order, appraisal, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Collateral Custodian may rely upon the validity of documents delivered to it, without investigation as to their authenticity or legal effectiveness, and the Servicer and the other parties to this Agreement will hold the Collateral Custodian harmless from any claims that may arise or be asserted against the Collateral Custodian because of the invalidity of any such documents or their failure to fulfill their intended purpose. The Collateral Custodian shall not be bound to ascertain or inquire as to the performance or observance of any of the terms of this Agreement or any other agreement on the part of any party, except as may otherwise be specifically set forth herein. The Collateral Custodian may consult with counsel of its choice with regard to legal questions arising out of or in connection with this Agreement and

the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, omitted or suffered by the Collateral Custodian in good faith in accordance therewith.

(d) In the event the Collateral Custodian loses or misplaces any Contract File related to any Receivable or portion thereof, or if any such instruments, documents, or certificates are destroyed or damaged while in the possession of the Collateral Custodian, then, in addition to any other liability the Collateral Custodian may have in respect thereof pursuant to the terms of this Agreement or otherwise, upon the written request of the Administrative Agent, the Collateral Custodian shall execute and deliver to the Administrative Agent an affidavit stating that such instrument, document, or certificate has been lost or destroyed, as applicable, and, if necessary, such other affidavits or certificates as maybe reasonably necessary to obtain replacement certificates of title.

(e) The Collateral Custodian is authorized, in its sole discretion, to disregard any and all notices or instructions given by any other party hereto or by any other person, firm or corporation, except only such notices or instructions as are herein provided for and orders or process of any court entered or issued with or without jurisdiction. If any property subject hereto is at any time attached, garnished or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part hereof, then and in any of such events the Collateral Custodian is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree with which it is advised by legal counsel of its own choosing is binding upon it, and if it complies with any such order, writ, judgment or decree it shall not be liable to any other party hereto or to any other person, firm or corporation by reason of such compliance even though such order, writ, judgment or decree maybe subsequently reversed, modified, annulled, set aside or vacated.

(f) The Collateral Custodian shall have no responsibility and shall not be in default hereunder nor incur any liability (i) for any failure, error, malfunction or any delay in carrying out any of its duties under this Agreement if any such failure or delay results from the Collateral Custodian acting in accordance with applicable laws, regulations or rules or from acts of God, war or terrorism, insurrection, strikes, stoppages of labor, power or equipment failure or malfunction (including that of any common carrier or transmission line), loss or malfunction of communications or computer (hardware or software) services, emergency conditions, epidemic or pandemic, quarantine, shelter-in-place or similar directive, guidance, policy or other action by any Governmental Authority, tornado, flood, fire, earthquake or similar event, adverse weather conditions or any other factor, medium, instrumentality or any cause or circumstances, directly or indirectly, beyond the Collateral Custodian's control, it being understood that the Collateral Custodian shall use commercially reasonable efforts to resume performance under this Agreement as soon as practicable under the circumstances, or (ii) from information prepared or supplied by a Person other than the Collateral Custodian as contemplated hereunder or the failure of any such other Person to prepare or provide such information.

(g) The Collateral Custodian need not investigate any statement, representation or warranty or any fact or matter stated in the document and may conclusively rely as to the truth of

the statement and correctness of the opinions expressed therein. The right of the Collateral Custodian to perform any permissive or discretionary act enumerated in this Agreement or any related document shall not be construed as a duty. The Collateral Custodian shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Agreement, whether or not an original or a copy of such agreement has been provided to the Collateral Custodian. The Collateral Custodian shall have no obligation to supervise, verify, monitor or administer the performance of the Servicer, the Borrower, the Administrative Agent or any other Person.

(h) The Collateral Custodian may terminate its obligations under this Agreement upon 60 days' prior written notice to the Borrower and the Administrative Agent. In the event of such termination, (i) the Administrative Agent shall appoint, by written instrument, a successor Collateral Custodian that is capable of accepting delivery of copies of the Contract Files and (ii) the Collateral Custodian, promptly upon payment of its unpaid fees, expenses and any other amounts then owed to it, shall transfer to the successor Collateral Custodian, at the expense of the Borrower and as reasonably directed by the Borrower, all copies of the Contract Files being maintained by the Collateral Custodian under this Agreement. The Collateral Custodian's sole responsibility after the termination of its obligations as aforesaid shall be to safely maintain copies of the Contract Files and to deliver, as reasonably directed by the Borrower, copies of the Contract Files to a Collateral Custodian; provided, however, that if a successor Collateral Custodian has not accepted custodial responsibilities within the period set forth in the first sentence of this Section, the Collateral Custodian at the expense of the Borrower may petition any court of competent jurisdiction to name a successor Collateral Custodian or may deliver copies of the Contract Files in its possession to the Borrower via secure e-mail or by any other method that the Collateral Custodian and the Borrower deem appropriate, upon the later of (A) such court's identification of a successor Collateral Custodian and (B) such delivery of copies of the Contract Files, the Collateral Custodian's resignation shall be deemed effective and the Collateral Custodian shall have no further duties or obligations under this Agreement. The Collateral Custodian shall not be responsible for the fees and expenses of any successor Collateral Custodian.

Section 9.06. Documents Held by the Collateral Custodian; Inspection and Release of Contract Files.

(a) The Collateral Custodian shall hold and maintain physical possession of the Contract Files in accordance with this Agreement. The Borrower shall deliver, or cause to be delivered, the Contract Files to the Collateral Custodian within three Business Days following the related Funding Date; provided, however, that if application has been made for the issuance of a Certificate of Title and such Certificate of Title has not yet been issued at the time the Contract Files are delivered to the Collateral Custodian, there shall be delivered as part of the Contract Files copies of all correspondence with the appropriate Registrar of Titles, and all enclosures thereto for the issuance of the Certificate of Title, and the Certificate of Title shall be delivered to the Collateral Custodian promptly upon receipt thereof by the Borrower but in no event later than 180 days following the date of origination of the related Contract.

(b) The Collateral Custodian shall review the related Contract Files delivered to it in connection with each Funding Date to verify the presence of the original Contract and a

Certificate of Title (or evidence that such Certificate of Title has been applied for) with respect to the related Financed Vehicle. Each such review shall be completed within 30 Business Days after receipt of the related Contract Files (or portion thereof, in the case of any subsequently delivered Certificate of Title) and, upon completion of such review, the Collateral Custodian shall deliver to the Administrative Agent a Receivable Receipt prior to the end of such 30 Business Day period. In the event that the Collateral Custodian discovers an exception to any of the above items, the Collateral Custodian shall within five Business Days after each Collection Period with respect to each of the foregoing inspections performed by the Collateral Custodian during such Collection Period, deliver a written notice to the Backup Servicer, the Servicer, the Borrower, each Agent and the Administrative Agent, specifying which of the above items have not been received by the Collateral Custodian with respect to each Contract added to the Collateral during such Collection Period. With respect to any Contract for which any of the foregoing documents has not been delivered to the Collateral Custodian or corrected before delivery by the Collateral Custodian of a written notice with respect to such Contract File (or, in the case of Certificates of Title, if the Certificate of Title for the Contract has not been delivered with 180 days of the related Funding Date of such Contract), the Borrower shall remove or cause the removal of the related Contract from the Collateral, and the Borrower shall acquire and repurchase, respectively, such Contract from the Collateral and deposit the Release Price into the Collection Account. Other than the foregoing reviews, the Collateral Custodian shall have no duty or obligation to review any of the Contract Files. The Servicer may request the Collateral Custodian to release the Contract Files with a Request for Contract File Release.

(c) The Collateral Custodian agrees to maintain the Contract Files which are delivered to it at the office of the Collateral Custodian, which office is located at the location specified on Schedule D, or at such other office as shall from time to time be identified to the Administrative Agent by written notice delivered promptly but in no event later than 20 days after any change in location. Subject to the foregoing, the Collateral Custodian may temporarily move individual Contract Files or any portion thereof without notice as necessary to allow the Servicer to conduct collection and other servicing activities in accordance with its customary practices and procedures. The Borrower shall cause the Servicer and each Successor Servicer to take whatever actions are required subject to the other provisions of this Agreement, including, the filing of financing statements, as a result of relocating the Contract Files, if any, to maintain the perfection of the Administrative Agent's right, title and interest in and to the Contracts and the Contract Files.

(d) The Collateral Custodian shall have and perform the following powers and duties:

(i) hold the Contract Files for the benefit of the Administrative Agent, and maintain a current inventory thereof;

(ii) carry out such policies and procedures in accordance with its customary actions with respect to the handling and custody of the Contract Files so that the integrity and physical possession of the Contract Files will be maintained; and

(iii) promptly release the original Contract or the original Certificate of Title to a Financed Vehicle then held by it to the Servicer upon receipt of a Request for Contract File Release.

ARTICLE TEN

TERMINATION EVENTS

Section 10.01. Termination Events.

(a) Each of the following events shall constitute a "Termination Event":

(i) failure on the part of the Borrower (A) to make any payment, transfer or deposit required by the terms of this Agreement on the day such payment, transfer or deposit is required to be made and such failure continues for two Business Days after such payment is due or (B) to make any Monthly Principal Payment Amount or reduce the Loans Outstanding to $0 on the Maturity Date, in each case which failure continues for one Business Day after such payment is due;

(ii) failure on the part of any Tricolor Entity to observe or perform any of its covenants or agreements set forth herein and any other Basic Document to which it is party, and such failure continues unremedied for 30 days after the Borrower discovers such failure or the Borrower or the Borrower and the Seller or the Performance Guarantor, as the case may be, is given written notice of such failure by the Administrative Agent;

(iii) any representation or warranty (other than the representations and warranties in Section 5.02) made or deemed to be made by any Tricolor Entity under or in connection with this Agreement or any other Basic Document to which it is a party shall prove to have been false or incorrect in any material respect when made, deemed made or delivered, and remains uncorrected for more than 30 days after any Tricolor Entity discovers such failure or any Tricolor Entity is given written notice of such failure by the Administrative Agent;

(iv) the Administrative Agent shall fail for any reason to have a first priority perfected security interest in the Collateral;

(v) failure by the Borrower to maintain one or more Hedge Transactions in accordance with Section 6.03 and such failure continues unremedied for 30 days;

(vi) the occurrence of a Servicer Termination Event;

(vii) as of any Payment Date or Securitization Date, the Loans Outstanding exceed the Net Eligible Pool Balance;

(viii) the occurrence of an Insolvency Event with respect to any Tricolor Entity;

(ix) the Borrower or any Originator shall become required to register as an "investment company" within the meaning of the Investment Company Act or shall become a "covered fund" for purposes of the Volcker Rule;

(x) (A) the Borrower, any Originator or the Performance Guarantor shall fail to pay any principal of or premium or interest on any Indebtedness having a principal amount of (1) $10,000,000 or greater in the case of the Performance Guarantor or any Originator other than the Borrower or (2) $0 or greater in the case of the Borrower, when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness and shall not be waived by the requisite holders of such Indebtedness; (B) any other default under any agreement or instrument relating to any such Indebtedness of the Borrower, any Originator or the Performance Guarantor or any other event shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or (C) any such Indebtedness shall be declared to be due and payable or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased, or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case, prior to the stated maturity thereof;

(xi) one or more judgments, settlements or consent orders shall be entered against the Borrower, the Performance Guarantor or any Originator by any Governmental Authority (including any such items as a result of the CFPB or State regulator reviews) assessing monetary damages, individually or in the aggregate over any calendar year, in excess of, in the case of (A) the Performance Guarantor or any Originator, $1,000,000, or (B) the Borrower, $0, and any such judgments, settlements or consent orders, as applicable, shall not have been discharged, stayed or paid within 30 days;

(xii) the IRS shall file notice of a Lien pursuant to Section 6323 of the Code with regard to any assets of the Borrower or any material portion of the assets of the Performance Guarantor or any Originator, or the Pension Benefit Guaranty Corporation shall file notice of a Lien pursuant to Section 4068 of ERISA with regard to any of the assets of the Borrower, the Performance Guarantor or any Originator and, in either case, such Lien shall not have been released within 30 days;

(xiii) (A) any Basic Document, or any Lien granted thereunder, shall (except in accordance with its terms), in whole or in part, terminate, cease to be effective or cease to be the legally valid, binding and enforceable obligation of the Borrower, the Performance Guarantor or any Originator or (B) the Borrower, the Performance Guarantor or any Originator shall, directly or indirectly, disaffirm or contest in any manner such effectiveness, validity, binding nature or enforceability;

(xiv) a Change in Control shall occur with respect to the Borrower, any Originator or the Performance Guarantor;

(xv) as of the last day of any fiscal quarter or fiscal year of Tricolor Holdings;

(A) the Total Indebtedness to Tangible Net Worth Ratio is greater than or equal to 8.25 to 1.0;

(B) the Tangible Net Worth is less than the sum of (1) $36,000,000, (2) 50% of the cumulative positive net income (without deduction for negative net income) of Tricolor Holdings for each calendar quarter ending after the Closing Date and (3) 75% of the aggregate net proceeds of all issuances of Equity Interests by Tricolor Holdings since the Closing Date;

(C) the unrestricted cash and Cash Equivalents of Tricolor Holdings is less than $3,000,000; or

(D) the Debt Service Coverage Ratio is less than 1.25 to 1.0;

(xvi) on any Payment Date, with respect to the related Collection Period:

(A) the 3-Month Rolling Average Net Loss-to-Liquidation Ratio exceeds 35.00%;

(B) the 3-Month Rolling Average Serviced Portfolio Net Loss-to-Liquidation Ratio exceeds 35.00%;

(C) the 3-Month Rolling Average Delinquency Ratio exceeds 12.00%;

(D) the 3-Month Rolling Average Serviced Portfolio Delinquency Ratio exceeds 12.00%;

(E) the 3-Month Rolling Average Extension Ratio exceeds 7.00%; or

(F) the 3-Month Rolling Average Serviced Portfolio Delinquency Ratio exceeds 7.00%;

(xvii) the Borrower fails at any time to have at least one Independent Director or any Person shall be appointed as an Independent Director of the Borrower without prior notice thereof having been given to the Administrative Agent in accordance with Section 6.01(m)(viii) or such Person appointed as an Independent Director fails to meet the criteria set forth in the definition herein of "Independent Director"; or

(xviii) a Borrowing Base Deficiency that is caused solely by a Step-Up Credit Enhancement Trigger Event shall exist and such Borrowing Base Deficiency remains unremedied on the Payment Date in the sixth Collection Period after the Collection Period in which such Borrowing Base Deficiency occurred.

(b) Upon the occurrence of any Termination Event, the Administrative Agent shall, at the request, or may with the consent, of the Required Lenders, by notice to the Borrower, declare the Amortization Date to have occurred, without demand, protest or future notice of any kind, all of which are hereby expressly waived by the Borrower, and, upon such declaration, all Loans and all other amounts owing by the Borrower under this Agreement shall be accelerated and become immediately due and payable; provided, that in the event that a Termination Event described in Section 10.01(a)(viii) has occurred, the Amortization Date shall automatically

occur, without demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower.

(c) Upon the automatic occurrence or declaration of the occurrence of the Amortization Date in accordance with Section 10.01(b), the following shall immediately occur without further action: (i) the Revolving Period shall terminate and no further Loans will be made and (ii) Interest on all outstanding Loans shall increase to the Default Rate.

Section 10.02. Actions Upon Declaration of the Occurrence of the Amortization Date. Upon the automatic occurrence or declaration of the occurrence of the Amortization Date following the occurrence of a Termination Event in accordance with Section 10.01(b), the Administrative Agent may, or at the direction of the Required Lenders, shall, exercise in respect of the Collateral, in addition to any and all other rights and remedies otherwise available to it, including rights available hereunder and all of the rights and remedies of a secured party upon default under the UCC (such rights and remedies to be cumulative and nonexclusive), the following remedial actions:

(a) The Administrative Agent may, without notice to the Borrower except as required by Applicable Law and at any time or from time to time, charge, set-off and otherwise apply all or any part of the Loans Outstanding, any Interest accrued thereon and or any other amount due and owing to any Secured Party or any Agent against amounts payable to the Borrower from the Collection Account in accordance with the priorities required by Section 2.07.

(b) The Administrative Agent may take any action permitted under the Basic Documents, including delivering a Notice of Exclusive Control to the Account Bank;

(c) Consistent with the rights and remedies of a secured party under the UCC (and except as otherwise required by the UCC), the Administrative Agent may, on behalf of itself and the Lenders and without notice except as specified below, solicit and accept bids for and sell the Collateral or any part of the Collateral in one or more parcels at public or private sale, at any exchange, broker's board or at the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, upon such terms and conditions and at prices that are consistent with the prevailing market for similar Collateral as it may deem advisable and at such prices as it may deem best. The Administrative Agent shall give the Lenders and the Borrower at least 15 Business Days' prior written notice of the time and place of any public sale or the time after which any private sale is to be made. The Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed for such sale, and such sale may, without further notice, be made at the time and place to which it was so adjourned. If the proceeds from the sale of the Collateral would be insufficient to fully pay accrued and unpaid Interest and the Loans Outstanding, the Administrative Agent may only proceed with the sale if the Lenders with 100% of the Loans Outstanding have consented to such sale. Every such sale shall operate to divest all right, title, interest, claim and demand whatsoever of the Borrower in and to the Collateral so sold, and shall be a perpetual bar, both at law and in equity,

against the Borrower or any Person claiming the Collateral sold through the Borrower and its successors or assigns.

(d) Upon the completion of any sale under Section 10.02(c), the Borrower will deliver or cause to be delivered all of the Collateral sold to the purchaser or purchasers at such sale on the date of sale, or within a reasonable time thereafter if it shall be impractical to make immediate delivery, but in any event full title and right of possession to such property shall pass to such purchaser or purchasers forthwith upon the completion of such sale. Nevertheless, if so requested by the Administrative Agent or by any purchaser, the Borrower shall confirm any such sale or transfer by executing and delivering to such purchaser all proper instruments of conveyance and transfer and release as may be designated in any such request.

(e) At any sale under Section 10.02(c), Tricolor, any Secured Party or any Agent may bid for and purchase the property offered for sale and, upon compliance with the terms of sale, may hold, retain and dispose of such property without further accountability therefor. Any Secured Party or Agent purchasing property at a sale under Section 10.02(c) may set off the purchase price of such property against amounts owing to such Secured Party or Agent in full payment of such purchase price.

(f) The Administrative Agent (with notice to the Lenders) may direct the Servicer to direct Collections to an account other than the Master Collection Account or the Collection Account; provided, that such other account be established by the Servicer or the Successor Servicer at the Account Bank or another national banking association within the United States.

(g) The Administrative Agent may exercise, at the Borrower's sole expense, any and all rights and remedies of the Borrower under or in connection with the Collateral.

Section 10.03. Exercise of Remedies. No failure or delay on the part of the Administrative Agent to exercise any right, power or privilege under this Agreement and no course of dealing between the Borrower, on the one hand, and the Administrative Agent, any Agent or the other Secured Parties, on the other hand, shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. The rights and remedies expressly provided in this Agreement are cumulative and not exclusive of any rights or remedies which the Secured Parties would otherwise have pursuant to law or equity. No notice to or demand on any party in any case shall entitle such party to any other or further notice or demand in similar or other circumstances, or constitute a waiver of the right of the other party to any other or further action in any circumstances without notice or demand.

Section 10.04. Waiver of Certain Laws. The Borrower agrees, to the full extent that it may lawfully so agree, that neither it nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption law now or hereafter in force in any locality where any Collateral may be situated in order to prevent, hinder

or delay the enforcement or foreclosure of this Agreement, or the absolute sale of any of the Collateral or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof, and the Borrower, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may be lawful so to do, the benefit of all such laws, and any and all right to have any of the properties or assets constituting the Collateral marshaled upon any such sale, and agrees that the Administrative Agent or any court having jurisdiction to foreclose the security interests granted in this Agreement may sell the Collateral as an entirety or such parcels as the Administrative Agent or such court may determine.

Section 10.05. Power of Attorney. The Borrower hereby irrevocably appoints the Administrative Agent its true and lawful attorney (with full power of substitution) in its name, place and stead and at its expense, in connection with the enforcement of the rights and remedies provided for in this Article as evidenced by a Power of Attorney, upon the occurrence and during the continuation of any Termination Event, to do the following: (i) exercise all rights and privileges of the Borrower under the Purchase Agreement; (ii) pay or discharge any taxes, Liens or other encumbrances levied or placed on or threatened against the Borrower or its property; (iii) defend any suit, action or proceeding brought against the Borrower if it does not defend such suit, action or proceeding or if the Administrative Agent believes that it is not pursuing such defense in a manner that will maximize the recovery to the Administrative Agent, and settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; (iv) file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due to the Borrower whenever payable and to enforce any other right in respect of the Borrower's property; (v) sell, transfer, pledge, make any agreement with respect to or otherwise deal with, any of the Borrower's property, and execute, in connection with such sale or action, any endorsements, assignments or other instruments of conveyance or transfer in connection therewith, receipts or acquittance for amounts collected or received thereunder; and (vi) cause the certified public accountants then engaged by the Borrower to prepare and deliver to the Administrative Agent at any time and from time to time, promptly upon the Administrative Agent's request, any reports required to be prepared by or on behalf of the Borrower under this Agreement or any other Basic Document, all as though the Administrative Agent were the absolute owner of its property for all purposes, and to do, at the Administrative Agent's option and the Borrower's expense, at any time or from time to time, all acts and other things that the Administrative Agent reasonably deems necessary to perfect, preserve, or realize upon its property or assets and the Liens of the Administrative Agent, as agent for the Secured Parties thereon, all as fully and effectively as it might do.

ARTICLE ELEVEN

INDEMNIFICATION

Section 11.01. Indemnities by the Borrower. Without limiting any other rights which each Secured Party, each Agent, the Backup Servicer (including as successor Servicer), the Collateral Custodian, the Account Bank or any of their respective Affiliates may have hereunder or under Applicable Law, the Borrower and the Servicer hereby agree to jointly and severally indemnify such parties and each of their respective Affiliates and officers, directors, employees and agents thereof (collectively, the "Indemnified Parties") from and against any and all damages, actions, suits, losses, claims, liabilities and related costs and expenses, including reasonable attorneys' fees, court costs, losses and expenses (and, in the case of the Backup Servicer, the Collateral Custodian or the Account Bank, incurred in connection with (i) any enforcement (including any action, claim, or suit brought) by the Backup Servicer, the Collateral Custodian or the Account Bank of any indemnification obligation or other obligation of the Servicer or the Borrower and (ii) a successful defense of any claim that the Backup Servicer, the Collateral Custodian or the Account Bank breached its standard of care (including reasonable legal fees and expenses incurred in actions against the Borrower or the Servicer)) (collectively, the "Indemnified Amounts") awarded against or incurred by, any such Indemnified Party or other non-monetary damages of any such Indemnified Party arising out of or as a result of this Agreement, excluding, however, Indemnified Amounts to the extent resulting from the gross negligence or willful misconduct on the part of any Indemnified Party. Without limiting the foregoing, the Borrower and the Servicer shall jointly and severally indemnify the Indemnified Parties for Indemnified Amounts relating to or resulting from:

(a) any Receivable represented by the Borrower to be an Eligible Receivable which is not at the applicable time an Eligible Receivable;

(b) reliance on any representation or warranty made or deemed made by the Borrower or any of its officers under or in connection with this Agreement, which shall have been false or incorrect in any material respect when made or deemed made or delivered;

(c) the failure by the Borrower to comply with any term, provision or covenant contained in this Agreement or any other Basic Document or a failure by the Borrower to comply with any term, provision or covenant contained in any agreement executed in connection with this Agreement or any other Basic Document, or with any Applicable Law with respect to any Contract or Receivable, the related Financed Vehicle or the non-conformity of any Receivable or Contract with any such Applicable Law and any failure by the Borrower to perform its duties under the Contracts and Receivables included as a part of the Collateral;

(d) the failure to vest and maintain vested in the Administrative Agent a valid and enforceable security interest in any or all of the Collateral or a valid and enforceable first priority perfected security interest in any or all of the Collateral;

(e) the failure of the Borrower to file, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other Applicable Laws with respect to the Collateral;

(f) any dispute, claim, offset or defense (other than the discharge in bankruptcy of the Obligor) of the Obligor to the payment of any Receivable comprising a portion of the Collateral which is, or is purported to be, an Eligible Receivable (including a defense based on the related Contract not being a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms);

(g) any failure by the Borrower to perform its duties or obligations in accordance with the provisions of this Agreement;

(h) any products liability claim or personal injury or property damage suit or other similar or related claim or action of whatever sort arising out of or in connection with any Contract or the related Financed Vehicle;

(i) the failure by the Borrower to pay when due any Taxes for which the Borrower is liable, including sales, excise or personal property Taxes payable in connection with the Collateral, except for any Tax the validity of which is currently being contested in good faith by appropriate proceedings and with respect to which adequate reserves in accordance with GAAP have been provided on the books of the Borrower;

(j) any repayment by a Secured Party of any amount previously distributed in reduction of the Loans Outstanding or payment of Interest, any obligation or any other amount due hereunder, in each case which amount such entity believes in good faith is required to be repaid;

(k) any litigation, proceeding or investigation (i) before any Governmental Authority in respect of any Contract, Receivable or Financed Vehicle included as part of the Collateral, (A) that is not commenced by the Indemnified Party or (B) if so commenced, in which such Indemnified Party is not the prevailing party; provided, that no Indemnified Party shall be entitled to any indemnification for any item described in this clause resulting from such Indemnified Party's gross negligence or willful misconduct, (ii) relating to arising from the Basic Documents, the transactions contemplated hereby and thereby, the use of proceeds of the Loans by the Borrower or any other investigation, litigation or proceeding relating to the Borrower or Tricolor in which any Indemnified Party becomes involved as a result of any of the transactions contemplated by the Basic Documents or (iii) relating to or arising from any force-placed Insurance Policies;

(l) the use of the proceeds of any Loan by the Borrower;

(m) any failure by the Borrower to give reasonably equivalent value to Tricolor in consideration for the transfer by Tricolor to the Borrower of any of the Receivables and the related Collateral or any attempt by any Person to void or otherwise avoid any such transfer under any statutory provision or common law or equitable action, including any provision of the Bankruptcy Code;

(n) the failure of the Borrower to remit to the Servicer or the Administrative Agent Collections remitted to the Borrower in accordance with the terms hereof or the commingling by the Borrower of any Collections with other funds;

(o) all reasonable and documented fees, costs and expense (including reasonable legal fees and expenses) incurred by any Lender or the Administrative Agent in connection with reviewing of Hedge Transactions or entering into or giving or withholding any amendments or supplements or waivers or consents (including review and analysis thereof) with respect to the Basic Documents or any other document or instrument delivered pursuant hereto or thereto (whether or not the same is finally agreed to) if the same is requested by the Borrower or the Servicer, or is required or necessary under the Basic Documents; or

(p) any and all civil penalties or fines assessed by OFAC against, and all reasonable costs and expenses (including attorneys' fees and disbursements) incurred in connection with the defense thereof by the Administrative Agent or any Lender or Agent as a result of funding all or any portion of the Loans or the acceptance of payments or of Collateral due under the Basic Documents.

Section 11.02. Indemnities by the Servicer. In any suit, proceeding or action brought by any Indemnified Party for any sum owing thereto, the Servicer shall save, indemnify and keep such Indemnified Party harmless from and against all Indemnified Amounts suffered in connection with the following:

(a) by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of the Obligor under the Receivables;

(b) reliance on any representation or warranty made or deemed made by the Servicer or any of its officers under or in connection with this Agreement, which shall have been false or incorrect in any material respect when made or deemed made or delivered;

(c) the failure by the Servicer to comply with any term, provision or covenant contained in this Agreement or any other Basic Document or a failure by the Servicer to comply with any term, provision or covenant contained in any agreement executed in connection with this Agreement or any other Basic Document, or with any Applicable Law with respect to any Contract or Receivable, the related Financed Vehicle or the non-conformity of any Receivable or Contract with any such Applicable Law and any failure by the Servicer to perform its duties under the Contracts and Receivables included as a part of the Collateral;

(d) the failure of the Servicer to file, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other Applicable Laws with respect to the Collateral, whether the time of a Loan or at any subsequent time and as required by the Basic Documents;

(e) any failure by the Servicer to perform its duties or obligations in accordance with the provisions of this Agreement; and

(f) Indebtedness or liability at any time owing to or in favor of the Obligor or its successor from the Servicer;

and all such obligations of the Servicer shall be and remain enforceable against and only against the Servicer and shall not be enforceable against any Indemnified Party.

Section 11.03. Additional Indemnification Provisions. Notwithstanding the other provisions of this Article, in no event shall any Indemnified Party be indemnified against (i) net income or franchise Taxes or similar Taxes imposed on any Indemnified Party with respect to payments required to be made by the Borrower or the Servicer under this Agreement, by a taxing jurisdiction in which any Indemnified Party is organized, conducts business or is paying Taxes as of the Closing Date (as the case may be) or (ii) except as otherwise provided herein, (A) losses in respect of Receivables that are uncollectible on account of the insolvency, bankruptcy or lack of creditworthiness of the related Obligor, (B) any loss in value of any Financed Vehicle due to changes in market conditions or for other reasons beyond the control of the Servicer or the Borrower and (C) any amount which represents legal, accounting or other costs incurred by an Indemnified Party in respect of any legal action between such party and the Servicer, the Borrower or any of their respective Affiliates if a court of competent jurisdiction makes a final determination that the Servicer, the Borrower or any such Affiliate is the prevailing party.

Any amounts subject to the indemnification provisions of this Article shall be paid by (i) the Borrower solely pursuant to the provisions of Section 2.07 in the order and priority set forth therein or (ii) the Servicer, directly by the Servicer.

ARTICLE TWELVE

THE ADMINISTRATIVE AGENT AND THE AGENTS

Section 12.01. Authorization and Action.

(a) Each Lender and each Secured Party (other than the Administrative Agent) hereby designates and appoints JPMorgan (and JPMorgan accepts such designation and appointment) as Administrative Agent hereunder, and authorizes the Administrative Agent to take such actions as agent on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms of this Agreement together with such powers as are reasonably incidental thereto. In performing its functions and duties hereunder, the Administrative Agent shall act solely as agent for the Secured Parties and does not assume nor shall be deemed to have assumed any obligation or relationship of trust or agency with or for the Borrower or any of its successors or assigns. The Administrative Agent shall not be required to take any action which exposes it to personal liability or which is contrary to this Agreement or Applicable Law. The appointment and authority of the Administrative Agent hereunder shall terminate on the Facility Termination Date.

(b) Each Lender hereby irrevocably designates and appoints the Agent for its Lender Group as the agent of such Lender under this Agreement, and authorizes such Agent, as the agent for such Lender, to take such action on its behalf under the provisions of the Basic Documents and to exercise such powers and perform such duties thereunder as are expressly delegated to such Agent by the terms of this Agreement, together with such other power as are reasonably incidental thereto.

(c) Notwithstanding any provision to the contrary elsewhere in this Agreement, neither the Administrative Agent nor any Agent (the Administrative Agent and each Agent being referred to in this Article as an "Agent") shall have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against the Administrative Agent or any Agent.

(d) The Administrative Agent shall promptly distribute to each Agent (if such Agent is not otherwise required to receive such notice), who shall promptly distribute to each related Lender all notices, requests for consent and other information received by the Administrative Agent under this Agreement, including copies of each executed amendment, waiver or other modification to this Agreement.

Section 12.02. Delegation of Duties. Each Agent may execute any of its duties under any of the Basic Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. No Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

Section 12.03. Exculpatory Provisions. Neither any Agent nor any of its directors, officers, agents or employees shall be (i) liable for any action lawfully taken or omitted to be

taken by it or them under or in connection with this Agreement (except for its, their or such Person's own gross negligence or willful misconduct or, in the case of any Agent, the breach of its obligations expressly set forth in this Agreement) or (ii) responsible in any manner to any of the Secured Parties for any recitals, statements, representations or warranties made by the Borrower, the Servicer, the Account Bank, the Backup Servicer or Tricolor contained in this Agreement or in any certificate, report, statement or other document referred to or provided for in, or received under or in connection with, this Agreement or any other Basic Document to which it is a party for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other document furnished in connection herewith, or for any failure of the Borrower to perform its obligations hereunder, or for the satisfaction of any condition specified in Article Four. No Agent shall be under any obligation to any Secured Party to ascertain or to inquire as to the observance or performance of any of the agreements or covenants contained in, or conditions of, this Agreement, or to inspect the properties, books or records of the Borrower. No Agent shall be deemed to have knowledge of any Termination Event, Amortization Event or Servicer Termination Event unless it has received written notice thereof from the Borrower, the Servicer or a Secured Party.

Section 12.04. Reliance.

(a) Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, telecopy, telex or teletype message, written statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Agent), independent accountants and other experts selected by such Agent.

(b) Each Agent shall be fully justified in failing or refusing to take any action under any of the Basic Documents unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by, in the case of (i) the Administrative Agent, the Lenders, or (ii) an Agent for a Lender Group, the Lenders in such Lender Group, against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action.

(c) Each Agent shall in all cases be fully protected in acting, or in refraining from acting, under any of the Basic Documents in accordance with a request of the Required Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon all present and future Lenders.

(d) Each Agent shall in all cases be fully protected in acting, or in refraining from acting, under any of the Basic Documents in accordance with a request of Lenders in its Lender Group having Invested Percentages aggregating greater than 50.0% of the aggregate Invested Percentages of all Lenders in such Lender Group and such request and any action taken or failure to act pursuant thereto shall be binding upon all present and future Lenders in such Lender Group.

(e) No Agent shall be deemed to have knowledge or notice of the occurrence of any breach of this Agreement or the occurrence of any Termination Event, Amortization Event or

Servicer Termination Event unless it has received notice from the Borrower, the Servicer, the Backup Servicer or any Lender, referring to this Agreement and describing such event. In the event that the Administrative Agent receives such a notice, it shall promptly give notice thereof to each Agent, and in any event any Agent receives such a notice, it shall promptly give notice thereof to the Lenders in its Lender Group. The Administrative Agent shall take such action with respect to such event as shall be reasonably directed by the Required Lenders, and each Agent shall take such action with respect to such event as shall be reasonably directed by Lenders in its Lender Group having Invested Percentages aggregating greater than 50.0% of the aggregate Invested Percentages of all Lenders in such Lender Group; provided, that unless and until such Agent shall have received such directions, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such event as it shall deem advisable in the best interests of the Lenders or of the Lenders in its Lender Group, as applicable.

Section 12.05. Non-Reliance on Agents and Other Lenders. Each Lender expressly acknowledges that no Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it, and that no act by any Agent hereafter taken, including any review of the affairs of the Borrower, Tricolor, the Servicer, the Backup Servicer and the Collateral Custodian shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to each Agent that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Borrower, the Servicer, Tricolor, the Backup Servicer and the Collateral Custodian and the Receivables and made its own decision to advance the Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own analysis, appraisals and decisions in taking or not taking action under any of the Basic Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Borrower, the Servicer, Tricolor, the Backup Servicer and the Collateral Custodian and the Receivables. Except for notices, reports and other documents received by an Agent hereunder, no Agent shall have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of the Borrower, the Servicer, Tricolor, the Backup Servicer or the Collateral Custodian or the Receivables which may come into the possession of such Agent or any of its officers, directors, employees, agents, attorneys-in-fact or affiliates.

Section 12.06. Indemnification. Each Committed Lender (i) agrees to indemnify the Administrative Agent in its capacity as such (without limiting the obligation (if any) of the Borrower or the Servicer to reimburse the Administrative Agent for any such amounts), ratably according to its respective Commitments (or, if the Commitments have terminated, Invested Percentages) and (ii) in each Lender Group agrees to indemnify the Agent for such Lender Group in its capacity as such (without limiting the obligation (if any) of the Borrower and the Servicer to reimburse such Agent for any such amounts), ratably according to their respective Commitments (or, if the Commitments have terminated, Invested Percentages), in each case

from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including at any time following the Facility Termination Date) be imposed on, incurred by or asserted against such Agent in any way relating to or arising out of this Agreement, or any documents contemplated by or referred to herein or the transactions contemplated hereby or any action taken or omitted by such Agent under or in connection with any of the foregoing; provided, that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of an Agent resulting from its own gross negligence or willful misconduct. The provisions of this Section shall survive the payment of the obligations under this Agreement, including the Loans Outstanding, the termination of this Agreement, and any resignation or removal of the applicable Agent.

Section 12.07. Agents in Their Individual Capacities. Each Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Borrower and any other party to a Basic Document as though it were not an Agent hereunder. In addition, the Lenders acknowledge that one or more Persons which are Agents may act (i) as administrator, sponsor or agent for one or more Conduit Lenders and in such capacity act and may continue to act on behalf of each such Conduit Lender in connection with its business, and (ii) as the agent for certain financial institutions under the liquidity and credit enhancement agreements relating to this Agreement to which any one or more Conduit Lenders is party and in various other capacities relating to the business of any such Conduit Lender under various agreements. Any such Person, in its capacity as Agent, shall not, by virtue of its acting in any such other capacities, be deemed to have duties or responsibilities hereunder or be held to a standard of care in connection with the performance of its duties as an Agent other than as expressly provided in this Agreement. Any Person which is an Agent may act as an Agent without regard to and without additional duties or liabilities arising from its role as such administrator or agent or arising from its acting in any such other capacity. None of the provisions to this Agreement shall require an Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

Section 12.08. Successor Agents. The Administrative Agent may assign its rights and obligations hereunder with the consent of the Required Lenders and upon ten days' notice to the Lenders and the Borrower. The Administrative Agent may resign as Administrative Agent upon ten days' notice to the Agents, the Lenders and the Borrower with such resignation becoming effective upon a successor administrative agent succeeding to the rights, powers and duties of the Administrative Agent pursuant to this Section. If the Administrative Agent shall resign as Administrative Agent under this Agreement, then the Required Lenders shall appoint a successor administrative agent. Any Agent may resign as Agent upon ten days' prior written notice to the Lenders in its Lender Group, the Administrative Agent and each other Agent and the Borrower with such resignation becoming effective upon a successor agent succeeding to the rights, powers and duties of the Agent pursuant to this Section. If an Agent shall resign as Agent under this Agreement, then the Lenders in its Lender Group having Invested Percentages aggregating greater than 50.0% of the aggregate Invested Percentages of all Lenders in such Lender Group

shall appoint from among the Lenders in such Lender Group a successor agent for such Lender Group. Any successor administrative agent or agent shall succeed to the rights, powers and duties of resigning Agent, and the term "Administrative Agent" or "Agent", as applicable, shall mean such successor administrative agent or agent effective upon its appointment, and the former Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on the part of such former Agent or any of the parties to this Agreement. After the retiring Agent's resignation as Agent, the provisions of this Article shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement.

ARTICLE THIRTEEN

ASSIGNMENTS; PARTICIPATIONS

Section 13.01. Assignments and Participations.

(a) Each Lender agrees that the Loans or interest therein owned by such Lender pursuant to this Agreement will be acquired for investment only and not with a view to any public distribution thereof, and that such Lender will not offer to sell or otherwise dispose of the Loans or the interest therein so acquired by it (or any interest therein) in violation of any of the registration requirements of the Securities Act or any applicable State securities laws. Each Lender hereby confirms and agrees that, in connection with any syndication, offering, transfer or sale by it of any interest in the Loans, such Lender has not engaged and will not engage in a general solicitation or general advertising.

(b) Each Lender may, upon at least 30 days' notice to the Administrative Agent, assign to one or more banks or other entities all or a portion of its rights and obligations under this Agreement; provided, however, that (i) each such assignment shall be of a constant, and not a varying percentage of all of the assigning Lender's rights and obligations under this Agreement, (ii) the amount of the Commitment or Conduit Funding Limit of the assigning Lender being assigned pursuant to each such assignment (determined as of the date of the Assignment and Acceptance with respect to such assignment) shall in no event be less than the lesser of (A) $1,000,000 (unless otherwise agreed by the Borrower and such Lender) or an integral multiple of $1,000,000 in excess of that amount and (B) the full amount of the assigning Lender's Commitment or Conduit Funding Limit, (iii) each such assignment shall be to an Eligible Assignee, (iv) the parties to each such assignment shall execute and deliver to the Administrative Agent (with a copy to the Borrower), for its acceptance and recording in the Lender Register, an Assignment and Acceptance, together with a processing and recordation fee of $3,500 or such lesser amount as shall be approved by the Administrative Agent (provided, that in the case of an assignment to an Eligible Assignee satisfying clause (i) of the definition of the term "Eligible Assignee", such recordation fee shall not apply), (v) the parties to each such assignment shall have agreed to reimburse the Administrative Agent for all reasonable fees, costs and expenses (including the reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent) incurred by the Administrative Agent in connection with such assignment in an amount not to exceed $5,000, (vi) each Person that becomes a Lender under an Assignment and Acceptance shall agree to be bound by the confidentiality provisions of Article Fourteen, and (vii) there shall be no increased costs, expenses or Taxes incurred by the Administrative Agent or any Lender Group upon assignment or participation. Upon such execution, delivery, acceptance and recording by the Administrative Agent, from and after the effective date specified in each Assignment and Acceptance, which effective date shall be the date of acceptance thereof by the Administrative Agent, unless a later date is specified therein, (i) the assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, have the rights and obligations of a Lender hereunder and (ii) the Lender assignor thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an

Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

(c) By executing and delivering an Assignment and Acceptance, the Lender assignor thereunder and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto; (ii) such assignee confirms that it has received a copy of this Agreement, together with copies of such financial statements and other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iii) such assignee will, independently and without reliance upon the Administrative Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (iv) such assigning Lender and such assignee confirm that such assignee is an Eligible Assignee; (v) such assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to such agent by the terms hereof, together with such powers as are reasonably incidental thereto; and (vi) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(d) The Administrative Agent shall maintain at its address referred to herein a copy of each Assignment and Acceptance delivered to and accepted by it and a register for the recordation of the names, addresses and Commitment or Conduit Funding Limit of each Lender and the Principal Amount (and stated interest) of each Loan made by each Lender from time to time (the "Lender Register"). The entries in the Lender Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower and the Lenders shall treat each Person whose name is recorded in the Lender Register as a Lender hereunder for all purposes of this Agreement. The Lender Register shall be available for inspection by any Agent or Lender at any reasonable time and from time to time upon reasonable prior notice.

(e) Subject to the provisions of Section 13.01(a), upon its receipt of an Assignment and Acceptance executed by an assigning Lender and an assignee, the Administrative Agent shall, if such Assignment and Acceptance has been completed, accept such Assignment and Acceptance, and the Administrative Agent shall then record the information contained therein in the Lender Register.

(f) Each Lender may sell participations to one or more banks or other entities in or to all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment or Conduit Funding Limit and each Loan owned by it); provided, however, that (i) such Lender's obligations under this Agreement (including its Commitment or Conduit Funding Limit hereunder) shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Administrative Agent and the other Lenders shall continue to deal solely and directly with such

Lender in connection with such Lender's rights and obligations under this Agreement. Notwithstanding anything herein to the contrary, each participant shall have the rights of a Lender (including any right to receive payment) under Sections 2.11 and 2.12; provided, however, that no participant shall be entitled to receive payment under either such Section in excess of the amount that would have been payable under such Section by the Borrower to the Lender granting its participation had such participation not been granted, and no Lender granting a participation shall be entitled to receive payment under either such Section in an amount which exceeds the sum of (i) the amount to which such Lender is entitled under such Section with respect to any portion of any Loan owned by such Lender which is not subject to any participation plus (ii) the aggregate amount to which its participants are entitled under such Sections with respect to the amounts of their respective participations. With respect to any participation described in this Section, the participant's rights as set forth in the agreement between such participant and the applicable Lender to agree to or to restrict such Lender's ability to agree to any modification, waiver or release of any of the terms of this Agreement or to exercise or refrain from exercising any powers or rights which such Lender may have under or in respect of this Agreement shall be limited to the right to consent to any of the matters set forth in Section 13.01.

Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each participant and the principal amounts (and stated interest) of each participant's interest in the obligations under this Agreement (the "Participant Register"); provided, that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a participant's interest in any Commitment, Conduit Funding Limit or Loan or its other obligations under the Agreement) to any person except to the extent that such disclosure is necessary to establish that such Commitment, Conduit Funding Limit, Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as the Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(g) Each Lender may, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section, disclose to the assignee or participant or proposed assignee or participant any information, including Confidential Information, relating to the Borrower furnished to such Lender by or on behalf of the Borrower.

(h) Nothing herein shall prohibit any Lender from at any time pledging or assigning as collateral (i) any of its rights under this Agreement to (A) any Federal Reserve Bank or other Governmental Authority in accordance with Applicable Law or (B) any other Lender, the Administrative Agent, any Agent or any of their respective Affiliates, or any other bank or other entity in connection with any financing or repurchase agreement entered into by such Lender or (ii) a security interest in all or any portion of its rights under this Agreement to a collateral trustee in order to comply with Rule 3a-7 under the Investment Company Act. In each of the foregoing cases, such pledge or collateral assignment may be made without compliance with Section 12.01(a) or 13.01(b), other than clause (vii) of Section 13.01(b), and without notice to or

consent of the Borrower, Servicer or any other Lender; provided, that no such pledge or collateral assignment shall release a Lender from any of its obligations hereunder, or substitute any such pledgee or grantee for such Lender as a party hereto. Furthermore, nothing herein shall prohibit or limit the ability of any Conduit Lender to sell or assign all or any portion of its Loans (or interests therein) to its Credit Providers (or to an agent on its or their behalf) pursuant to any Liquidity Facilities with respect to such Conduit Lender.

ARTICLE FOURTEEN

MUTUAL COVENANTS REGARDING CONFIDENTIALITY

Section 14.01. Covenants of the Borrower, the Servicer, the Backup Servicer, the Collateral Custodian and the Account Bank. Each of the Borrower, the Servicer, the Backup Servicer, the Collateral Custodian and the Account Bank severally and with respect to itself only, covenants and agrees to hold in confidence, and not disclose to any Person, the terms of this Agreement (including any fees payable in connection with this Agreement or the identity of any Lender under this Agreement), except as the Administrative Agent or any such Lender may have consented to in writing prior to any proposed disclosure and except it may disclose such information (i) to its officers, directors, employees, agents, counsel, accountants, auditors, subservicers, advisors or representatives, (ii) to the extent such information has become available to the public other than as a result of a disclosure by or through the Borrower, the Servicer, the Backup Servicer or the Account Bank, (iii) to a Lender Group or Affiliates of its members or (iv) to the extent it should be (a) required by Applicable Law (including filing a copy of this Agreement and the other Basic Documents (other than the Fee Letter, excluding from any such copy the identity of each Lender)) as exhibits to filings required to be made with the Securities and Exchange Commission, or in connection with any legal or regulatory proceeding or (b) requested by any Governmental Authority to disclose such information; provided, that, in the case of clause (iv)(a) above, the Borrower, the Servicer, the Backup Servicer, the Collateral Custodian and the Account Bank, as applicable, will use all reasonable efforts to maintain confidentiality and will (unless otherwise prohibited by Applicable Law) notify the Administrative Agent, each Agent and each Lender of its intention to make any such disclosure prior to making such disclosure.

Section 14.02. Covenants of the Secured Parties and the Agents.

(a) Each of the Administrative Agent, each Agent and each other Secured Party covenants and agrees that it will not disclose any of the Confidential Information now or hereafter received or obtained by it without the Borrower's prior written consent; provided, however, that it may disclose any such Confidential Information (i) in connection with participations and assignments pursuant to Section 13.01(b), (ii) to those of its employees or Affiliates directly involved in the transactions contemplated by the Basic Documents or to any nationally recognized statistical rating organizations, (iii) to its Advisors who need to know such information for the purpose of assisting it in connection with the transactions contemplated by the Basic Documents and (iv) to any collateral trustee appointed by such Lender (or Agent or Administrative Agent on such Lender's behalf) to comply with Rule 3a-7 under the Investment Company Act, provided such collateral trustee is informed of the confidential nature of such information. Each of the Administrative Agent, each Agent and each other Secured Party agrees to be responsible for any breach of this Agreement by its Affiliates and Advisors, and it agrees that its Affiliates and Advisors will be advised by it of the confidential nature of such information and that it shall cause its Affiliates to be bound by this Agreement. Notwithstanding the foregoing, with respect to participations and assignments pursuant to Section 13.01(b) involving an Eligible Assignee other than an entity satisfying clause (ii) of the definition of the term "Eligible Assignee", Confidential Information may not be provided to prospective participants or assignees before the execution of an Assignment and Acceptance, unless such

Confidential Information is covered under a separate confidentiality agreement between the assigning Lender and such prospective participant or assignee.

(b) Each of the Administrative Agent, each Agent and each other Secured Party acknowledges and agrees that any Confidential Information provided to it, in whatever form, is the sole property of the Borrower and Tricolor. Neither any such Person nor its Affiliates or Advisors shall use any of the Confidential Information now or hereafter received or obtained from or through the Borrower, Tricolor or any of their respective Affiliates for any purpose other than for purposes of engaging in, or as otherwise contemplated by, the transactions contemplated by the Basic Documents. The Administrative Agent, each Agent and each other Secured Party agree that if the Borrower or Tricolor should request that it destroy or return the Confidential Information, it shall return or destroy such Confidential Information as so directed; provided, that it shall be permitted to retain only that portion of the Confidential Information, in accordance with the confidentiality obligations specified in this Agreement, that is necessary for purposes of documenting any due diligence review performed by it in connection with the Basic Documents or as required by any Requirement of Law.

(c) If the Administrative Agent, any Agent, any other Secured Party or any of their respective Affiliates or Advisors are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any Confidential Information, the related entity shall promptly notify the Borrower and Tricolor in writing (unless it has been advised by an Opinion of Counsel that such notification is prohibited by Applicable Law) of such requirement so that the Borrower or Tricolor, at their sole cost and expense, may seek a protective order or other appropriate remedy and/or waive compliance with the provisions hereof. The Administrative Agent, each Agent and each other Secured Party agrees to use its reasonable efforts, upon the written request of the Borrower or Tricolor to obtain or assist the Borrower or the Servicer in obtaining any such protective order. Failing the reasonably timely entry of a protective order or the reasonably timely receipt of a waiver hereunder, it may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that it have been advised by an Opinion of Counsel that it is legally compelled to disclose; provided, that it agrees to use reasonable efforts to obtain assurance that confidential information will be accorded such Confidential Information by the Person or Persons to whom it was disclosed.

(d) Notwithstanding the foregoing, it is understood that the Administrative Agent, any Agent, the other Secured Parties and any of their respective Affiliates may be required to disclose (and may so disclose, without liability hereunder, provided that it complies with the following sentence) the Confidential Information or portions thereof at the request of a bank examiner or other regulatory authority or in connection with an examination of it or its Affiliates by a bank examiner or other regulatory authority, including in connection with the regulator compliance policy of the Administrative Agent, any Agent or such other Secured Party. Under such circumstances, the related entity agrees to provide notice to Tricolor, to the extent that it is not otherwise prohibited from doing so, as soon as practicable in connection with (and, if possible, before) releasing the Confidential Information to the bank examiner or other regulatory authority pursuant to such request or examination.

(e) It is understood and agreed that no failure or delay by the Borrower, the Servicer, the Backup Servicer, the Administrative Agent, any Agent, any other Secured Party or the Account Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

ARTICLE FIFTEEN

MISCELLANEOUS

Section 15.01. Amendments and Waivers.

(a) No failure or delay by the Administrative Agent, an Agent or a Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, each Agent and each Lender hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by Section 15.01(c), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Amortization Event, Termination Event, Unmatured Termination Event, Servicer Termination Event or Unmatured Servicer Termination Event, regardless of whether the Administrative Agent, any Agent or any Lender may have had notice or knowledge of such Amortization Event, Termination Event, Unmatured Termination Event, Servicer Termination Event or Unmatured Servicer Termination Event at the time.

(b) Neither this Agreement nor any provision hereof may be amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Administrative Agent, acting with the consent of the Required Lenders; provided, that no such agreement shall, without the written consent of each Lender:

(i) change any provision of this Section or the definitions of the terms "Amortization Event", "Commitment Termination Date", "Required Lenders", "Servicer Termination Event", "Termination Event" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive, or otherwise modify any rights hereunder or make any determination or grant any consent hereunder; or

(ii) amend or change the definition of the terms "Adjusted LIBO Rate", "Borrowing Base", "Borrowing Base Deficiency", "Commitment", "Cured", "Default Rate", "Excess Concentration Amount", "Excess Spread Percentage", "Monthly Interest and Fees", "Monthly Principal Payment Amount", "Required Credit Enhancement Amount", "Required Credit Enhancement Percentage", "Step-Up Credit Enhancement Trigger Event", "Unused Fee" or "Usage Fee" (or, in each case, any component thereof) or amend Sections 2.07 or 2.11;

provided, further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Servicer, the Backup Servicer, the Account Bank or the Collateral Custodian hereunder without the prior written consent of such party (such consent not to be unreasonably withheld), as the case may be.

(c) Neither this Agreement nor any provision hereof may be waived except pursuant to an agreement or agreements in writing entered into by the Administrative Agent, acting with the consent of the Required Lenders; provided, that no such agreement shall, without the written consent of (i) each Lender, waive any (A) condition set forth in Sections 4.01 or 4.02 or (B) Amortization Event, Termination Event or Servicer Termination Event or (ii) the Servicer, the Backup Servicer, the Account Bank, the Collateral Custodian or any Hedge Counterparty, waive its respective rights or duties hereunder.

(d) The Borrower shall deliver an Officer's Certificate to the Administrative Agent stating that an amendment, modification or waiver without the prior written consent of the Servicer, the Backup Servicer, the Account Bank, the Collateral Custodian or each Hedge Counterparty will not have a Material Adverse Effect on the rights and duties of such parties.

(e) The Borrower shall provide a copy of each executed amendment, waiver or other modification to the Servicer, the Backup Servicer, the Account Bank, the Collateral Custodian and each Hedge Counterparty. No amendment, waiver or other modification which could have a Material Adverse Effect on the rights or obligations of any Hedge Counterparty shall be effective against such Hedge Counterparty without its prior written consent.

Section 15.02. Notices, Etc. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including e-mail and facsimile communication) and e-mailed, mailed, transmitted or delivered, as to each party hereto, at its address set forth under its name on the signature pages hereof or specified in such party's Assignment and Acceptance or at such other address as shall be designated by such party in a written notice to the other parties hereto. All such notices and communications shall be effective upon receipt or, in the case of notice by (i) mail, five days after being deposited in the United States mail, first class postage prepaid, (ii) facsimile, when confirmed by telephone, or (iii) e-mail, when receipt is confirmed by telephone or by reply e-mail from the recipient, except that notices and communications pursuant to Article Two shall not be effective until received with respect to any notice sent by mail.

Section 15.03. No Waiver, Rights and Remedies. No failure on the part of any Secured Party, any Agent or any of their respective assignees to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

Section 15.04. Binding Effect; Third Party Beneficiary. This Agreement shall be binding upon and inure to the benefit of the Borrower, the Servicer, the Backup Servicer, the Account Bank, the Secured Parties, the Agents and their respective successors and permitted assigns. In addition any Hedge Counterparty (whether or not it is a Secured Party) shall be an express third party beneficiary of this Agreement.

Section 15.05. Term of this Agreement. This Agreement shall remain in full force and effect until the Facility Termination Date; provided, however, that the rights and remedies with respect to any breach of any representation and warranty made or deemed made by the Borrower

pursuant to Article Five and the indemnification and payment provisions of Article Eleven, the confidentiality provisions of Article Fourteen, the provisions of Sections 15.09 and 15.10 and any other provision of this Agreement expressly stated to survive, shall be continuing and shall survive any termination of this Agreement or the assignment, resignation or removal by or of the applicable parties hereto.

Section 15.06. **GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER OF OBJECTION TO VENUE**. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN §5-1401 AND §5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). EACH OF THE PARTIES HERETO HEREBY AGREES TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL COURT LOCATED WITHIN THE STATE OF NEW YORK IN THE BOROUGH OF MANHATTAN. EACH OF THE PARTIES HERETO HEREBY WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER IN ANY OF THE AFOREMENTIONED COURTS AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT.**

Section 15.07. **WAIVER OF JURY TRIAL**. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP BETWEEN ANY OF THEM IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. INSTEAD, ANY SUCH DISPUTE RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.**

Section 15.08. Costs, Expenses and Taxes.

(a) In addition to the rights of indemnification granted to the Backup Servicer, the Account Bank, the Collateral Custodian, the Secured Parties, the Agents and their respective Affiliates and officers, directors, employees and agents under Article Eleven, except as otherwise provided herein, the Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses of the Backup Servicer, the Account Bank, the Collateral Custodian, the Secured Parties and the Agents incurred in connection with the administration (including periodic auditing), amendment or modification of, or any waiver or consent issued in connection with, this Agreement and the other documents to be delivered hereunder or in connection herewith, including the reasonable fees and out-of-pocket expenses of counsel for the Secured Parties, each Agent, the Account Bank, the Collateral Custodian and the Backup Servicer with respect thereto and with respect to advising such entities as to their respective rights and remedies under this Agreement and the other documents to be delivered hereunder or in connection herewith, and all costs and expenses, if any (including reasonable counsel fees and expenses), incurred by such entities in connection with the enforcement of this Agreement and the other documents to be delivered hereunder or in connection herewith.

(b) The Borrower shall pay promptly on demand any stamp, sales, excise and other Taxes and fees payable or determined to be payable in connection with the execution, delivery, filing and recording of this Agreement, the other documents to be delivered hereunder or herewith and any agreement or other document providing liquidity support, credit enhancement or other similar support to a Lender in connection with this Agreement or the funding or maintenance of Loans hereunder.

Section 15.09. No Insolvency Proceedings.

(a) Notwithstanding any prior termination of this Agreement, no party to this Agreement shall, prior to the date which is one year and one day after the final payment of all Aggregate Unpaids, petition, cooperate with or encourage any other Person in petitioning or otherwise invoke the process of any Governmental Authority for the purpose of commencing or sustaining an Insolvency Proceeding against the Borrower under any federal or State Insolvency Laws or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Borrower or any substantial part of its property or ordering the winding up or liquidation of the affairs of the Borrower.

(b) Notwithstanding any prior termination of this Agreement, each party to this Agreement hereby agrees that it shall not institute against, or join any other Person in instituting against, any Conduit Lender any Insolvency Proceeding, for one year and a day after the latest maturing Commercial Paper Note or other debt security issued by such Conduit Lender is paid.

Section 15.10. Recourse Against Certain Parties.

(a) No recourse under or with respect to any obligation, covenant or agreement (including the payment of any fees or any other obligations) of any Secured Party, any Agent, the Backup Servicer, the Collateral Custodian or the Account Bank as contained in this Agreement or any other agreement, instrument or document entered into by it pursuant hereto or in connection herewith shall be had against any such Person or any manager or administrator of such Person or any incorporator, Affiliate, stockholder, officer, employee or director of such Person or of the Borrower or of any such manager or administrator, as such, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that the agreements of any Secured Party, any Agent, the Backup Servicer or the Account Bank contained in this Agreement and all of the other agreements, instruments and documents entered into by it pursuant hereto or in connection herewith are, in each case, solely the corporate obligations of such Person, and that no personal liability whatsoever shall attach to or be incurred by any administrator of any such Person or any incorporator, stockholder, Affiliate, officer, employee or director of such Person or of any such administrator, as such, or any other of them, under or by reason of any of the obligations, covenants or agreements of such Person contained in this Agreement or in any other such instruments, documents or agreements, or that are implied therefrom, and that any and all personal liability of every such administrator of such Person and each incorporator, stockholder, Affiliate, officer, employee or director of such Person or of any such administrator, or any of them, for breaches by such Person of any such obligations, covenants or agreements, which liability may arise either at common law or at equity, by statute or constitution, or otherwise, is

hereby expressly waived as a condition of and in consideration for the execution of this Agreement.

(b) Notwithstanding anything in this Agreement or any other Basic Document to the contrary, no Conduit Lender shall have any obligation to pay any amount required to be paid by it hereunder or thereunder in excess of any amount received pursuant to this Agreement and available to such Conduit Lender after paying or making provision for the payment of its Commercial Paper Notes. All payment obligations of any Conduit Lender hereunder are contingent upon the availability of funds received pursuant to this Agreement and in excess of the amounts necessary to pay Commercial Paper Notes, and each party to this Agreement agrees that it shall not have a claim (as defined in Section 101(5) of the Bankruptcy Code) if and to the extent that any such payment obligation exceeds the amount received pursuant to this Agreement and available to such Conduit Lender to pay such amounts after paying or making provision for the payment of its Commercial Paper Notes.

(c) The provisions of this Section shall survive the termination of this Agreement.

Section 15.11. Patriot Act Compliance. The Administrative Agent, the Account Bank and the Backup Servicer hereby notify the Borrower and each other party hereto that pursuant to the requirements of the Patriot Act, it, and each Lender may be required to obtain, verify and record information that identifies the Borrower and each other party hereto, which information includes the name and address of such party, organizational documentation, director and shareholder information, and other information that will allow the Administrative Agent, each Lender, the Backup Servicer and the Account Bank to identify such party in accordance with the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act and is effective for the Administrative Agent, the Backup Servicer, each Lender and the Account Bank.

Section 15.12. Execution in Counterparts; Severability; Integration. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. The words "execution", "signed", "signature", and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement or the other Basic Documents shall include images of manually executed signatures transmitted by facsimile or other electronic format (including "pdf", "tif" or "jpg") and other electronic signatures (including DocuSign and AdobeSign). The use of electronic signatures and electronic records (including any contract or other record created, generated, sent, communicated, received or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, any State law based on the Uniform Electronic Transactions Act and the UCC.

In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. This Agreement, together with the other Basic

Documents, contains the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof, superseding all prior oral or written understandings other than any fee letter contemplated hereby.

Section 15.13. Multiple Capacities. The parties expressly acknowledge and consent to WTNA acting in the dual capacity of Collateral Custodian and Account Bank. WTNA may, in such dual capacity, discharge its separate functions fully, without hindrance or regard to conflict of interest principles or other breach of duties to the extent that any such conflict or breach arises from the performance by WTNA of express duties set forth in this Agreement in any of such capacities, all of which defenses, claims or assertions are hereby expressly waived by the other parties hereto except in the case of negligence (other than errors in judgment) and willful misconduct by WTNA.

Section 15.14. JPMorgan CP Rate.

(a) JPMorgan hereby notifies the Borrower, the Servicer and each other party hereto that (i) JPMorgan and/or its Affiliates may from time to time purchase, hold or sell, as principal and/or agent, Commercial Paper issued by Chariot Funding LLC, (ii) JPMorgan and/or its Affiliates act as administrative agent for Chariot Funding LLC, and as administrative agent JPMorgan manages Chariot Funding LLC's issuance of Commercial Paper, including the selection of amount and tenor of Commercial Paper issuance and the discount or interest rate applicable thereto, (iii) JPMorgan and/or its Affiliates act as a Commercial Paper dealer for Chariot Funding LLC and (iv) JPMorgan's activities as administrative agent and Commercial Paper dealer for Chariot Funding LLC, and as a purchaser or seller of Commercial Paper, affect the interest or discount rate applicable to the Commercial Paper issued by Chariot Funding LLC, which affect the CP Rate paid by the Borrower hereunder.

(b) By execution of this Agreement, each of the Borrower, the Servicer and each other party hereto hereby (i) acknowledges the foregoing and agrees that JPMorgan does not warrant or accept any responsibility for, and shall not have any liability with respect to the interest or discount rate paid by Chariot Funding LLC in connection with its Commercial Paper issuance, (ii) acknowledges that the discount or interest rate at which JPMorgan and/or its Affiliates purchase or sell Commercial Paper will be determined by JPMorgan and/or its Affiliates in their sole discretion and may differ from the discount or interest rate applicable to comparable transactions entered into by JPMorgan and/or its Affiliates on the relevant date and (iii) waives any conflict of interest arising by reason of JPMorgan and/or its Affiliates acting as administrative agent and Commercial Paper dealer for Chariot Funding LLC while acting as purchaser or seller of Commercial Paper.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

THE BORROWER: TRICOLOR FUNDING SPV 4 LLC

By: _____
Name: Daniel Chu
Title: President

THE SERVICER: TRICOLOR AUTO ACCEPTANCE, LLC

By: _____
Name: Daniel Chu
Title: President

THE ADMINISTRATIVE AGENT AND JPMORGAN AGENT:

JPMORGAN CHASE BANK, N.A.

By: _____

Name: Cameron Milligan
Title: Executive Director

_____

THE ACCOUNT BANK:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: 

Name: Kevin Ebert
Title: Vice President

THE COLLATERAL CUSTODIAN: WILMINGTON TRUST, NATIONAL ASSOCIATION

By: _____
Name: Kevin Ebert
Title: Vice President

THE BACKUP SERVICER: VERVENT INC.

By: _____

Name: Louis W Geibel
Title: Executive Vice President

LENDER AND
JPMORGAN CONDUIT LENDER:

CHARIOT FUNDING LLC

By: JPMORGAN CHASE BANK, N.A.,
its attorney-in-fact

By: _____

Name: Cameron Milligan
Title: Executive Director

LENDER AND JPMORGAN COMMITTED LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____

Name: Cameron Milligan
Title: Executive Director

SCHEDULE A

CONDUIT LENDER SUPPLEMENT

Lender Group:	JPMorgan Chase Bank, N.A.
Address for Notices:	JPMorgan Chase Bank, N.A. Chase Tower, 16th Floor 10 South Dearborn Street Mail Code IL1-0079 Chicago, Illinois 60603 Attention: Asset-Backed Securities Portfolio Management E-mail: abs.treasury.dept@jpmorgan.com; abf.operations@jpmorgan.com; alan.p.english@jpmorgan.com; cameron.milligan@jpmorgan.com; maxwell.geier@jpmchase.com Telephone: (312) 732-7985 Facsimile: (312) 732-1844
JPMorgan Conduit Lender:	Chariot Funding LLC
Conduit Funding Limit for Chariot Funding LLC:	$100,000,000
Address for Notices and Investing Office:	JPMorgan Chase Bank, N.A. Chase Tower, 16th Floor 10 South Dearborn Street Mail Code IL1-0079 Chicago, Illinois 60603 Attention: Asset-Backed Securities Conduit Group E-mail: abs.treasury.dept@jpmorgan.com; abf.operations@jpmorgan.com; alan.p.english@jpmorgan.com; cameron.milligan@jpmorgan.com; maxwell.geier@jpmchase.com; Telephone: (312) 732-7985 Facsimile: (312) 732-1844

CP Rate:

For any Interest Period (or portion thereof), the per annum rate calculated to yield the Weighted Average Cost (as defined below) for such Interest Period (or portion thereof) in respect of Commercial Paper issued by Chariot Funding LLC; provided, however, that if any component of such rate is a discount rate, in calculating the CP Rate for such Interest Period (or portion thereof), the rate resulting from converting such discount rate to an interest bearing equivalent rate per annum shall be used in calculating such component.

The "Weighted Average Cost" for any Interest Period (or portion thereof) means the sum, without duplication, of (i) the actual interest accrued during such Interest Period (or portion thereof) on outstanding Commercial Paper issued by Chariot Funding LLC (excluding any Commercial Paper issued to and held by JPMorgan or any Affiliate thereof, other than such Commercial Paper held as part of the market making activities of Chariot Funding LLC; Commercial Paper dealer), (ii) the commissions of placement agents and dealers in respect of such Commercial Paper, (iii) any note issuance costs attributable to such Commercial Paper not constituting dealer fees or commissions, expressed as an annualized percentage of the aggregate principal component thereof, (iv) the actual interest accrued during such Interest Period (or portion thereof) on other borrowings by Chariot Funding LLC (as determined by its managing agent), including to fund small or odd dollar amounts that are not easily accommodated in the commercial paper market, which may include loans from Chariot Funding LLC's managing agent or its Affiliates (such interest rate not to exceed, on any day, the Federal Funds Rate in effect on such day plus 0.50%) and (v) incremental carrying costs incurred with respect to Commercial Paper Notes maturing on dates other than those on which corresponding funds are received by Chariot Funding LLC minus any accrual of income net of expenses received from investment of collections received under all receivables purchase facilities funded substantially with Commercial Paper.

Wire Information:	Account Title: Chariot Funding LLC Bank Name: JPMorgan Chase Bank, N.A. ABA/Routing: 021000021 Account Number: 645475500
Committed Lender:	JPMorgan Chase Bank, N.A.
Commitment:	$100,000,000
Address for Notices and Investing Office:	JPMorgan Chase Bank, N.A. Chase Tower, 16th Floor 10 South Dearborn Street Mail Code IL1-0079 Chicago, Illinois 60603 Attention: Asset-Backed Securities Conduit Group E-mail: abs.treasury.dept@jpmorgan.com; abf.operations@jpmorgan.com; alan.p.english@jpmorgan.com; cameron.milligan@jpmorgan.com; Telephone: (312) 732-7985 Facsimile: (312) 732-1844
Wire Information:	Account Title: Chariot Funding LLC Bank Name: JPMorgan Chase Bank, N.A. ABA/Routing: 021000021 Account Number: 645475500

SCHEDULE B

ELIGIBLE RECEIVABLE CRITERIA

An "Eligible Receivable" means a Receivable as to which all of the following conditions are satisfied:

(i) which is payable in Dollars in the United States or one of its territories;

(ii) for which the related Obligor is a natural Person and not (a) a commercial entity, (b) an employee of Tricolor or an Affiliate thereof or (c) the government of the United States or any State or any agency, department or instrumentality of the government of the United States or any State or other Governmental Authority;

(iii) which at the time of origination, the related Obligor (a) provided as its most recent billing address an address located in the United States, (b) had been employed at its related job for at least two months, (c) had a combined monthly income of at least $1,000, (d) had a PTI not greater than 30% and (e) had a DTI not greater than 50%;

(iv) which, as of the related Cutoff Date or the related Funding Date, no Scheduled Payment is greater than 30 days past due and the most recent Scheduled Payment has not been extended or deferred;

(v) with respect to which, to the knowledge of the Borrower, at the related Cutoff Date, the related Obligor was (a) not the subject of a bankruptcy proceeding since the origination of the related Contract and (b) not deceased;

(vi) which is not, and has not ever been, a Defaulted Receivable;

(vii) which was originated in the United States by an Originator and then sold to Tricolor pursuant to a Transfer Agreement in the ordinary course of Tricolor business pursuant to a transaction constituting a bona fide sale and which was created as a result of an advance by such Originator in the ordinary course of its business, directly to or for the benefit of an Obligor for the purchase or refinancing of the related Financed Vehicle;

(viii) which provides for level monthly, bi-weekly or semi-monthly payments (provided that the payment in the first and last months of the Receivable may be minimally different from the level payment) that fully amortize the Amount Financed pursuant to the Simple Interest Method;

(ix) which has (a) a Principal Balance of at least $500 and not more than $40,000, (b) a fixed APR of not more than the Maximum Lawful Rate, (c) an original term of at least 12 months and not more than 66 months and (d) an LTV Ratio of no more than 170.0%;

(x) with respect to Obligors that have non-zero FICO® Scores, each Obligor has a FICO® Score of at least 400;

(xi) is secured by a new or used automobile, light-duty truck, minivan, sport utility vehicle, motorcycle or other passenger vehicle which (a) has a GPS device installed in such vehicle, (b) has not been repossessed from the Obligor or constitutes a total insurance loss on or prior to the related Funding Date, (c) has not been sold by a Tricolor, Ganas or Ganas Ya! Dealership on more than two occasions, (d) does not have a starter interrupter device installed in such vehicle and (e) has not been included in a "fleet" sale (*i.e.*, a sale to any single Obligor of more than five Financed Vehicles);

(xii) in respect of which the Amount Financed does not include any portion of the required down payment for the related Financed Vehicle;

(xiii) as of the related Funding Date, is secured by a first priority validly perfected security interest in the Financed Vehicle in favor of the related Originator, as secured party, or all necessary actions have been commenced that would result in a first priority security interest in the Financed Vehicle in favor of such Originator, as secured party, which security interest, in either case, is assignable and has been so assigned by Tricolor to the Borrower and by the Borrower to the Administrative Agent;

(xiv) as to which the Borrower has good and marketable title thereto and which is not subject to any Lien on the related Financed Vehicle which are Liens prior to, or equal or coordinate with, the security interest in the Financed Vehicle granted by the Receivable, and as to which at any time, the Administrative Agent, for the benefit of the Secured Parties, shall have a valid and perfected first priority security interest, free and clear of all Liens and rights of others;

(xv) which arises under a Contract which is a fixed rate conditional sale contract or promissory note and security agreement that has been properly executed by the parties thereto and which represents the genuine, legal, valid and binding payment obligation in writing of the Obligor, in full force and effect, enforceable by the holder thereof in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally;

(xvi) which was not subject to any right of rescission, cancellation, set-off, claim, counterclaim or defense (including the defense of usury) of the Obligor or any proceedings pending or, to the best of the Borrower's knowledge, threatened;

(xvii) which shall have complied with all Requirements of Law, including all consumer protection laws;

(xviii) with respect to which the related Contract (a) had not been modified, extended, amended, waived or altered in any respect, except in accordance with the Credit and Collection Policy and (b) constitutes "tangible chattel paper" or "electronic chattel paper" under and as defined in Article 9 of the UCC as then in effect;

(xix) with respect to which the related Financed Vehicle was required by the terms of the related Contract to be covered by a comprehensive and collision insurance policy at the time such Contract was entered into;

(xx) with respect to which (a) each of Tricolor and the Borrower has done nothing to impair the rights of the Secured Parties therein, (b) neither Tricolor nor an Affiliate thereof has advanced funds to keep the related Contract current and (c) no selection procedures adverse to the interests of the Secured Parties have been utilized;

(xxi) which (a) is assignable without the consent of, or notice to, the related Obligor and (b) has not been originated in, or is subject to the laws of, any jurisdiction under which the sale, transfer and assignment of such Receivable under this Agreement or pursuant to a transfer of the Contract shall be unlawful, void or voidable;

(xxii) with respect to which the related transfer, assignment and conveyance by Tricolor pursuant to the Purchase Agreement is not subject to the bulk transfer or any similar statutory provisions in effect in any applicable jurisdiction;

(xxiii) with respect to which the related Contract satisfies in all material respects the requirements of the Credit and Collection Policy that was in effect as of the date on which such Contract was originated and it was underwritten by Tricolor in accordance with the Credit and Collection Policy;

(xxiv) which was originated on or after September 1, 2020;

(xxv) with respect to which the Collateral Custodian holds the Certificate of Title or a copy of a completed application for a Certificate of Title for the related Financed Vehicle and, in the case of a Receivable as to which the Collateral Custodian is not holding the Certificate of Title, the Collateral Custodian will obtain the Certificate of Title with respect to the Financed Vehicle within 180 days following the date of origination of the related Contract; and

(xxvi) with respect to any Receivable that constitutes Electronic Chattel Paper, (a) the Authoritative Copy of such Electronic Chattel Paper does not have any marks or notations indicating that such Electronic Chattel Paper has been pledged, assigned or otherwise conveyed to any Person other than Tricolor, the Borrower or the Administrative Agent (on behalf of the Secured Parties) and (b) no party other than the Borrower or Tricolor has "control" (within the meaning of Section 9-105 of the UCC) over the Authoritative Electronic Copy of the Contract evidencing such Receivable.

SCHEDULE C

SCHEDULE OF RECEIVABLES

(Original delivered to the Administrative Agent)

SCHEDULE D

LOCATION OF CONTRACT FILES AND RECEIVABLE FILES

With respect the Contract Files:

Wilmington Trust, National Association
693 Seneca Street, 4th Floor
Buffalo, New York 14210

With respect to the Receivable Files:

Tricolor Auto Acceptance, LLC
1111 W. Mockingbird Lane, Suite 1500
Dallas, Texas 75247

SCHEDULE E

NOTICE INFORMATION

Borrower

Tricolor Funding SPV 4 LLC
1111 W. Mockingbird Lane, Suite 1500
Dallas, Texas 75247
Attention: Daniel Chu
Facsimile No.: (424) 290-2700
Telephone No.: (214) 290-2200
Email: dchu@tricolorauto.com

Servicer

Tricolor Auto Acceptance, LLC
1111 W. Mockingbird Lane, Suite 1500
Dallas, Texas 75247
Attention: Daniel Chu
Facsimile No.: (424) 290-2700
Telephone No.: (214) 290-2200
Email: dchu@tricolorauto.com

Administrative Agent

JPMorgan Chase Bank, N.A.
Chase Tower, 16th Floor
10 South Dearborn Street
Mail Code IL1-0079
Chicago, Illinois 60603
Attention: Asset-Backed Securities Conduit Group
E-mail: abs.treasury.dept@jpmorgan.com; abf.operations@jpmorgan.com;
alan.p.english@jpmorgan.com; cameron.milligan@jpmorgan.com;
Telephone: (312) 732-7985
Facsimile: (312) 732-1844

Collateral Custodian

Wilmington Trust, National Association
693 Seneca Street, 4th Floor
Buffalo, New York 14210

Account Bank

Wilmington Trust, National Association
1100 North Market Street
Wilmington, Delaware 19800
Attention: Corporate Trust Administration
Facsimile No.: (302) 636-4140
Email: cwright1@wilmingtontrust.com

Backup Servicer

Vervent Inc.
10182 Telesis Court, Suite 300
San Diego, California 92121
Attention: General Counsel
Telephone No.: (858) 568-7684
Facsimile No.: (858) 451-0022
Email: dgamble@vervent.com

JPMorgan Chase Bank, N.A.

JPMorgan Chase Bank, N.A.
Chase Tower, 16th Floor
10 South Dearborn Street
Mail Code IL1-0079
Chicago, Illinois 60603
Attention: Asset-Backed Securities Conduit Group
E-mail: abs.treasury.dept@jpmorgan.com;
abf.operations@jpmorgan.com;
alan.p.english@jpmorgan.com;
cameron.milligan@jpmorgan.com;
maxwell.geier@jpmchase.com
Telephone: (312) 732-7985
Facsimile: (312) 732-1844

Chariot Funding LLC

Chariot Funding LLC
c/o JPMorgan Chase Bank, N.A.
Chase Tower, 16th Floor
10 South Dearborn Street
Mail Code IL1-0079
Chicago, Illinois 60603
Attention: Asset-Backed Securities Conduit Group
E-mail: abs.treasury.dept@jpmorgan.com;
abf.operations@jpmorgan.com;
alan.p.english@jpmorgan.com;
cameron.milligan@jpmorgan.com;
maxwell.geier@jpmchase.com
Telephone: (312) 732-7985
Facsimile: (312) 732-1844

SCHEDULE F

PERFECTION REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants, as of the Closing Date and as of each Funding Date:

(i) This Agreement creates a valid and continuing security interest (as defined in the applicable UCC) in all Receivables in favor of the Administrative Agent, which security interest is prior to all other Liens, and is enforceable as such against creditors of and purchasers from the Borrower.

(ii) The Borrower has taken all steps necessary to perfect its security interest against the Obligor in the property securing the Receivables.

(iii) The Receivables constitute "tangible chattel paper" within the meaning of the applicable UCC or Electronic Chattel Paper.

(iv) The Borrower owns and has good and marketable title to the Receivables free and clear of any Lien (other than Permitted Liens), claim, or encumbrance of any Person.

(v) The Borrower has caused or will have caused, within ten days after the Closing Date, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under Applicable Law in order to perfect the security interest in the Collateral granted to the Administrative Agent hereunder.

(vi) Other than the security interest granted to the Administrative Agent pursuant to this Agreement, the Borrower has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Receivables. The Borrower has not authorized the filing of and is not aware of any financing statements against the Borrower that include a description of collateral covering the Receivables other than any financing statement relating to the security interest granted to the Administrative Agent hereunder or that has been terminated. The Borrower is not aware of any judgment or tax lien filings against the Borrower.

(vii) The Collateral Custodian has possession of all of the Contracts that constitute "tangible chattel paper" (within the meaning of the UCC) and Tricolor has "control" (within the meaning of Section 9-105 of the UCC) of all Contracts that constitute Electronic Chattel Paper.

(viii) Tricolor has not communicated an Authoritative Copy of any Contract that constitutes or evidences any Contract Receivable to any Person.

(ix) Only one Authoritative Copy of each Contract that constitutes Electronic Chattel Paper exists. Each such Authoritative Copy is unique, identifiable, and unalterable (other than with the participation of the Borrower in the case of an addition or change of an identified assignee and other than a revision that is readily identifiable as an authorized or unauthorized revision).

(x) The Authoritative Copy of each Contract that constitutes Electronic Chattel Paper identifies only Tricolor or the Borrower as the assignee and owner of record thereof.

(xi) Each copy of the Authoritative Copy of a Contract that constitutes Electronic Chattel Paper and any copy of a copy are readily identifiable as copies that are not the Authoritative Copy.

(xii) Each Contract that constitutes Electronic Chattel Paper has been established in a manner such that (a) all copies or revisions that add or change an identified assignee of the Authoritative Copy thereof that constitutes or evidences a Receivable must be made with the participation of Tricolor, and (b) all revisions of the Authoritative Copy of each Contract that constitutes Electronic Chattel Paper are readily identifiable as an authorized or unauthorized revision.

(xiii) The Contracts that constitute "tangible chattel paper" (within the meaning of the UCC) do not have any marks or notations indicating that they have been pledged, assigned, or otherwise conveyed to any Person.

(xiv) All financing statements filed or to be filed against the Borrower in favor of the Administrative Agent in connection herewith describing the Receivables contain a statement to the following effect: "A purchase of or security interest in any collateral described in this financing statement will violate the rights of the Administrative Agent".

EXHIBIT A

FORM OF FUNDING REQUEST

_____, 202_

JPMorgan Chase Bank, N.A.,
as Administrative Agent
and as JPMorgan Agent
Chase Tower
16th Floor
10 South Dearborn Street
Mail Code IL1-0079
Chicago, Illinois 60603
Attention: Asset-Backed Securities Conduit Group

Chariot Funding LLC,
JPMorgan Chase Bank, N.A.,
as Lenders
Chase Tower
16th Floor
10 South Dearborn Street
Mail Code IL1-0079
Chicago, Illinois 60603
Attention: Asset-Backed Securities Conduit Group

Re: Tricolor Funding SPV 4 LLC
Credit Agreement_____

Ladies and Gentlemen:

The undersigned is a Responsible Officer of Tricolor Funding SPV 4 LLC (the "Borrower") and is authorized to execute and deliver this Funding Request on behalf of the Borrower pursuant to the Credit Agreement, dated as of November 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Tricolor Auto Acceptance, LLC, as servicer, the lenders from time to time party thereto, the agents from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent, Vervent Inc., as backup servicer, and Wilmington Trust, National Association as collateral custodian and account bank. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

The Borrower hereby requests that a Loan be made under the Credit Agreement on _____, 20__ in the amount of $_____.

The Cutoff Date with respect to the Receivables to be funded by the Loan is _____, 20__.

In connection with the foregoing, the undersigned hereby certifies, on behalf of the Borrower, as follows:

(a) As of the date hereof, the Borrowing Base (calculated as of the last day of the most recently ended Collection Period or, with respect to Receivables added to the Collateral following such last day but prior to or on such date of determination, the related Cutoff Date) is $_____. After giving effect to the requested Loan, the Loans Outstanding will not exceed the Borrowing Base and no Borrowing Base Deficiency will exist. Attached to this Funding Request is a true, complete and correct calculation of the Borrowing Base and all components thereof.

(b) The Principal Amount of the requested Loan will not exceed the Available Amount or the Borrowing Base on such day.

(c) All of the conditions precedent to the requested Loan as set forth in the Credit Agreement have been satisfied as of the date hereof and will remain satisfied to the date of such Loan, including:

(i) all requirements, conditions and limitations imposed in Section 2.01 of the Credit Agreement in connection with the Borrower's request for, and the Lenders' funding of, such Loan shall have been satisfied and complied with as of the date hereof;

(ii) each of the representations and warranties contained in Article Five of the Credit Agreement and each of the representations and warranties of the Borrower contained in any other Basic Document is true and correct in all respects on and as of the date hereof, before and after giving effect to the Loan and to the application of the proceeds therefrom as though made on and as of the date hereof;

(iii) no event has occurred and is continuing, or would result from such Loan or from the application of the proceeds therefrom, that constitutes an Amortization Event, Termination Event or Unmatured Termination Event;

(iv) no event has occurred and is continuing that constitutes a Servicer Termination Event or an Unmatured Servicer Termination Event; and

(v) the Borrower has performed all of the agreements contained in the Credit Agreement and the other Borrower Basic Documents to be performed by it at or prior to the date hereof.

Very truly yours,

TRICOLOR FUNDING SPV 4 LLC

By:_____
Name:
Title:

cc: Wilmington Trust, National Association,
as Account Bank

EXHIBIT B

FORM OF ASSIGNMENT AND ACCEPTANCE

_____, 202_

Reference is made to the Credit Agreement, dated as of November 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Tricolor Auto Acceptance, LLC, as servicer, the lenders from time to time party thereto, the agents from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent"), Vervent Inc., as backup servicer, and Wilmington Trust, National Association as collateral custodian and account bank. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

_____ (the "Assignor") and _____ (the "Assignee") agree as follows:[1]

1. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, that interest in and to all of the Assignor's rights and obligations with respect to the Loans of such Assignor under the Credit Agreement as of the date hereof which represents the Invested Percentage specified in Section 1 of Schedule 1 of all outstanding rights and obligations of the Assignor in such Loans under the Credit Agreement, including such interest in the Commitment of the Assignor and such Loans made by the Assignor. After giving effect to such sale and assignment, the Commitment and the amount of Loans made by the Assignee will be as set forth in Section 2 of Schedule 1.

2. The Assignor represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any Lien.

3. The Assignor and the Assignee confirm to and agree with each other and the other parties to the Credit Agreement that: (i) other than as provided herein, the Assignor makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other instrument or document furnished pursuant thereto; (ii) the Assignee confirms that it has received a copy of the Credit Agreement, together with copies of such financial statements and other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iii) the Assignee will, independently and without reliance upon the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iv) the Assignor and the Assignee confirm that the Assignee is an Eligible Assignee; (v) the Assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to such

[1] To the extent the Assignor and/or the Assignee is a Conduit Lender, some provisions may be added or modified.

agent by the terms hereof, together with such powers as are reasonably incidental thereto; (vi) the Assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender, including the confidentiality provisions of Article Fourteen; and (vii) this Assignment and Acceptance meets all other requirements for such an Assignment and Acceptance set forth in Article Thirteen of the Credit Agreement.

4. Following the execution of this Assignment and Acceptance by the Assignor and the Assignee, it will be delivered to the Administrative Agent for acceptance. The effective date of this Assignment and Acceptance (the "Assignment Date") shall be the date of acceptance thereof by the Administrative Agent, unless a later date is specified in Section 3 of Schedule 1.

5. The Assignor and the Assignee agree to reimburse the Administrative Agent for all reasonable fees, costs and expenses (including reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent) incurred by the Administrative Agent in connection with this Assignment and Acceptance.

6. Upon such acceptance by the Administrative Agent, (i) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a Lender thereunder; provided, however, that (ii) the Assignor shall, to the extent such rights have been assigned by it under this Assignment and Acceptance, relinquish its assigned rights and be released from its assigned obligations under the Credit Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Assignor's rights and obligations under the Credit Agreement, Assignor shall cease to be a party thereto).

7. Upon such acceptance by the Administrative Agent, from and after the Assignment Date, the Administrative Agent shall make, or cause to be made, all payments under the Credit Agreement in respect of the interest assigned hereby (including all payments of principal, interest and fees with respect thereto) to the Assignee. The Assignor and Assignee shall make all appropriate adjustments in payments under the Credit Agreement for periods prior to the Assignment Date directly between themselves.

8. **THIS ASSIGNMENT AND ACCEPTANCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN §5-1401 AND §5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).**

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Acceptance and Assignment as of the __ day of _____, 202_.

_____,
as Assignee

By:_____
Name:
Title:

_____,
as Assignor

By:_____
Name:
Title:

Schedule 1
to
Assignment and Acceptance
Dated _____, 202_

Section 1.

Invested Percentage: _____%

Section 2.

Assignee's Commitment: $_____

Aggregate Loans Owing to the Assignee: $_____

Section 3.

Assignment Date: _____, 202_

EXHIBIT C

CREDIT AND COLLECTION POLICY

[On file with the Administrative Agent]

EXHIBIT D

FORM OF POWER OF ATTORNEY

This Power of Attorney (this "Power of Attorney") is executed and delivered by Tricolor Funding SPV 4 LLC ("Grantor") to JPMorgan Chase Bank, N.A., as administrative agent ("Attorney"), pursuant to the Credit Agreement, dated as of November 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, Tricolor Auto Acceptance, LLC, as servicer, the lenders from time to time party thereto, the agents from time to time party thereto, Attorney, as administrative agent, Vervent Inc., as backup servicer, and Wilmington Trust, National Association, as collateral custodian and account bank. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall inquire into or seek confirmation from Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and Grantor irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity that acts in reliance upon or acknowledges the authority granted under this Power of Attorney. This Power of Attorney is coupled with an interest and may not be revoked or canceled by Grantor until all Aggregate Unpaids have been indefeasibly paid in full or Attorney has provided its written consent thereto.

Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in its place and stead and in its name or in Attorney's own name, from time to time in Attorney's discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments that may be necessary or desirable to accomplish the purposes of the Credit Agreement, and, without limiting the generality of the foregoing, hereby grants to Attorney the power and right, on its behalf, without notice to or assent by it, upon the occurrence and during the continuance of any Termination Event, to do the following: (a) exercise all rights and privileges of Grantor under the Purchase Agreement (including each Transfer Agreement); (b) pay or discharge any Taxes, Liens or other encumbrances levied or placed on or threatened against Grantor or Grantor's property; (c) defend any suit, action or proceeding brought against Grantor if Grantor does not defend such suit, action or proceeding or if Attorney believes that it is not pursuing such defense in a manner that will maximize the recovery to Attorney, and settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may deem appropriate; (d) file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by Attorney for the purpose of collecting any and all such moneys due to Grantor whenever payable and to enforce any other right in respect of Grantor's property; (e) sell, transfer, pledge, make any agreement with respect to or otherwise deal with, any of Grantor's property, and execute, in connection with such sale or action, any endorsements, assignments or other instruments of conveyance or transfer in connection therewith, receipts or

acquittance for amounts collected or received thereunder; and (f) cause the certified public accountants then engaged by Grantor to prepare and deliver to Attorney at any time and from time to time, promptly upon Attorney's request, any reports required to be prepared by or on behalf of Grantor under the Credit Agreement or any other Basic Document, all as though Attorney were the absolute owner of its property for all purposes, and to do, at Attorney's option and Grantor's expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon its property or assets and the Liens of the Administrative Agent, as agent for the Secured Parties thereon, all as fully and effectively as it might do. Grantor hereby ratifies, to the extent permitted by law, all that said attorneys shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, this Power of Attorney is executed by Grantor as of this __ day of November 2020.

TRICOLOR FUNDING SPV 4 LLC

By:_____
Name:
Title:

Sworn to and subscribed before
me this __ day of November, 2020

_____
Notary Public

[NOTARY SEAL]

EXHIBIT E

FORM OF MONTHLY REPORT

Omitted – Original on file with parties hereto

EXHIBIT F

FORM OF SECURITIZATION RELEASE

Reference is hereby made to the Credit Agreement, dated as of November 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tricolor Funding SPV 4 LLC, as borrower, Tricolor Auto Acceptance, LLC, as servicer, the lenders from time to time party thereto, the agents from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent ("Administrative Agent"), Vervent Inc., as backup servicer, and Wilmington Trust, National Association, as collateral custodian and account bank. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

The Borrower and the Servicer hereby represent and warrant that each condition in the Credit Agreement and each other Basic Document to the consummation of the Securitization to which this Securitization Release relates has been satisfied, including delivery of (i) the executed Securitization Date Certificate, in substantially the form attached hereto as Annex 1 and (ii) the executed notice, in substantially the form attached hereto as Annex 2.

Upon deposit in the Collection Account of $_____ in immediately available funds in accordance with Section 2.15(a)(iv) of the Credit Agreement, the Administrative Agent hereby releases all of its right, title and interest, including its Lien, in and to the following:

(a) the Receivables to be transferred by the Borrower in the related Securitization and described in Schedule I hereto (the "Securitized Receivables" and such Schedule, the "Schedule of Securitized Receivables"), and the related Contracts, whether now existing or hereafter acquired, and any accounts or obligations evidenced thereby, any guarantee thereof, all Collections and all monies due (including any payments made under any guarantee or similar credit enhancement with respect to any such Securitized Receivables) or to become due or received by any Person in payment of any of the foregoing on or after the related Securitization Date;

(b) the Financed Vehicles related to the Securitized Receivables (including Financed Vehicles that have been repossessed) or in any document or writing evidencing any security interest in any Financed Vehicle and each security interest in each Financed Vehicle, whether now existing or hereafter acquired, securing each such Securitized Receivable, including all proceeds from any sale or other disposition of such Financed Vehicles;

(c) all Receivable Files and the Schedule of Securitized Receivables, whether now existing or hereafter acquired, and all right, title and interest of the Borrower in and to the documents, agreements and instruments included in the Receivable Files, including rights of recourse of the Borrower against Tricolor and/or any Originator;

(d) all Records, documents and writings evidencing or related to the Securitized Receivables or the Contracts;

(e) all rights to payment under all Insurance Policies with respect to a Financed Vehicle related to a Securitized Receivable, including any monies collected from whatever source in connection with any default of an Obligor with respect to such Financed Vehicle and any proceeds from claims or refunds of premiums on any Insurance Policy, whether now existing or hereafter acquired, and all proceeds thereof;

(f) all guaranties, indemnities, warranties, insurance (and proceeds and premium refunds thereof) and other agreements or arrangements of whatever character from time to time supporting or securing payment of the Securitized Receivables, whether pursuant to the related Contracts or otherwise;

(g) all rights to payment under all service contracts and other contracts and agreements associated with the Securitized Receivables and all of the Borrower's interest in all recourse rights against the related Originator;

(h) all security interests, Liens, guaranties and other encumbrances in favor of or assigned or transferred to the Borrower in and to the Securitized Receivables, whether now existing or hereafter acquired, the related Contracts, whether now existing or hereafter acquired, and Financed Vehicles, whether now existing or hereafter acquired;

(i) all deposit accounts, monies, deposits, funds, accounts and instruments relating to the foregoing (subject to the Master Collection Account Agreement); and

(j) all income and proceeds of the foregoing.

Executed as of _____, 202_.

TRICOLOR FUNDING SPV 4 LLC,
as Borrower

By: _____
Name:
Title:

TRICOLOR AUTO ACCEPTANCE, LLC
as Servicer

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

ANNEX 1

TRICOLOR AUTO ACCEPTANCE, LLC

SECURITIZATION DATE CERTIFICATE[1]
PURSUANT TO SECTION 2.15(a)
OF THE CREDIT AGREEMENT

Tricolor Auto Acceptance, LLC ("Tricolor"), as servicer (the "Servicer"), delivers this certificate pursuant to Section 2.15(a) of the Credit Agreement, dated as of November 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tricolor Funding SPV 4 LLC (the "Borrower"), the Servicer, the lenders from time to time party thereto, the agents from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent, Vervent Inc., as backup servicer, and Wilmington Trust, National Association, as collateral custodian and account bank, and hereby certifies, as of the date hereof, the following:

(a) the Borrower has sufficient funds on the related Securitization Date to effect the Securitization in accordance with the Credit Agreement (taking into account, to the extent necessary, the proceeds of sales of the Collateral in the Securitization);

(b) after giving effect of the Securitization, the release by the Administrative Agent of the related Receivables on the Securitization Date and the transfer by the Borrower of the related Receivables on the Securitization Date, (i) no adverse selection procedures shall have been used by the Borrower with respect to the Receivables that will remain subject to the Credit Agreement after giving effect to the Securitization, (ii) no Borrowing Base Deficiency exists, (iii) no Amortization Event, Termination Event, Unmatured Termination Event, Servicer Termination Event or Unmatured Servicer Termination Event has occurred on such Securitization Date or results from such Securitization, (iv) the Excess Spread Percentage exceeds the Minimum Excess Spread Percentage, (v) the Excess Concentration Amount shall be zero and (vi) the proportion (rounded to the nearest one hundredth of one percent) of the Pool Balance comprised of Receivables as to which the greater of (a) 10% of any Scheduled Payment or (b) $50.00, is unpaid for 31 or more but less than 61 days past its scheduled due date is not more than 1% greater than such proportion immediately prior to such Securitization; and

(c) the Borrower has delivered to the Administrative Agent a list specifying all Contracts under which the Receivables not to be released pursuant to such Securitization arose.

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

[1] To include a calculation of the Borrowing Base after giving effect to the applicable Securitization.

IN WITNESS WHEREOF, the Servicer has caused this certificate to be executed on its behalf this ___ day of _____, 202_.

TRICOLOR AUTO ACCEPTANCE, LLC

By: _____
Name:
Title:

ANNEX 2

FORM OF NOTICE

TRICOLOR FUNDING SPV 4 LLC
1111 W. Mockingbird Lane, Suite 1500
Dallas, Texas 75247

_____, 202__

JPMorgan Chase Bank, N.A.,
as Administrative Agent
Chase Tower
16th Floor
10 South Dearborn Street
Mail Code IL1-0079
Chicago, Illinois 60603
Attention: Asset-Backed Securities Conduit Group
Portfolio Management

Re: Tricolor Funding SPV 4 LLC
Credit Agreement_____

Ladies and Gentlemen:

Reference is made to the Credit Agreement, dated as of November 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tricolor Funding SPV 4 LLC (the "Borrower"), Tricolor Auto Acceptance, LLC, as servicer, the lenders from time to time party thereto, the agents from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent"), Vervent Inc., as backup servicer, and Wilmington Trust, National Association, as collateral custodian and account bank. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

Pursuant to Section 2.15(a)(i) of the Credit Agreement, the Borrower gave notice of its intent to effect a Securitization on or about _____, 202__ (which date is no fewer than 15 Business Days after the date of delivery of this notice to the Administrative Agent).

Very truly yours,

TRICOLOR FUNDING SPV 4 LLC,
as Borrower

By: _____
Name:
Title:

Schedule I
to
Securitization Release

SCHEDULE OF SECURITIZED RECEIVABLES

EXHIBIT G

FORM OF MONTHLY BACKUP SERVICER CERTIFICATE

_____, 202_

JPMorgan Chase Bank, N.A.,
as Administrative Agent
Chase Tower
16th Floor
10 South Dearborn Street
Mail Code IL1-0079
Chicago, Illinois 60603
Attention: Asset-Backed Securities Conduit Group

Tricolor Auto Acceptance, LLC
as Servicer
1111 W. Mockingbird Lane
Suite 1500
Dallas, Texas 75247
Attention: Daniel Chu

Re: Tricolor Funding SPV 4 LLC
Monthly Backup Servicer Certificate

Ladies and Gentlemen:

This certificate is furnished pursuant to Section 7.09(a) of the Credit Agreement, dated as of November 13, 2020 (the "Credit Agreement"), among Tricolor Funding SPV 4 LLC, as borrower, Tricolor Auto Acceptance, LLC, as servicer, the lenders from time to time party thereto, the agents from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent, Vervent Inc., as backup servicer, and Wilmington Trust, National Association, as collateral custodian and account bank. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

The undersigned officer of the Backup Servicer hereby certifies that it has reviewed the Monthly Report and confirmed the information required to be confirmed by it under Section 7.09(a) of the Credit Agreement.

The results of such confirmation are on the attached report. The Backup Servicer has made no independent examination of the Monthly Report beyond the review specifically required in the Credit Agreement.

Very truly yours,

VERVENT INC., as Backup Servicer

By: _____
Name:
Title:

EXHIBIT H

FORM OF RECEIVABLE RECEIPT

_____, 202_

JPMorgan Chase Bank, N.A.,
as Administrative Agent
Chase Tower
16th Floor
10 South Dearborn Street
Mail Code IL1-0079
Chicago, Illinois 60603
Attention: Asset-Backed Securities Conduit Group

Tricolor Auto Acceptance, LLC,
as Servicer
1111 W. Mockingbird Lane
Suite 1500
Dallas, Texas 75247
Attention: Daniel Chu

Re: Tricolor Funding SPV 4 LLC
Credit Agreement_____

Ladies and Gentlemen:

Reference is made to the Credit Agreement, dated as November 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tricolor Funding SPV 4 LLC, as borrower, Tricolor Auto Acceptance, LLC, as servicer (the "Servicer"), the lenders from time to time party thereto, the agents from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent, Vervent Inc., as backup servicer, and Wilmington Trust, National Association, as collateral custodian (in such capacity, the "Collateral Custodian") and as account bank. Capitalized terms used herein that are not otherwise defined shall have the meaning ascribed thereto in the Credit Agreement.

The undersigned, in its capacity as Collateral Custodian under the Credit Agreement, hereby acknowledges delivery of the items listed in the definition of the term "Contract File", including the executed original counterpart of the Contracts set forth on Schedule 1 hereto evidencing the related Receivables. All exceptions noted in the review of the Receivables, if any, are set forth on Schedule 2.

The findings expressed herein shall not be deemed to make any representations as to (i) the validity, legality, perfection, priority, enforceability, recordability, ownership, title, sufficiency, due authorization or genuineness of any of the documents contained in any Contract File or (ii) the collectability, insurability, effectiveness or suitability of any such document.

Very truly yours,

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Custodian

By:_____
Name:
Title:

Schedule 1
to Receivable Receipt

LIST OF CONTRACTS

Schedule 2
to Receivable Receipt

EXCEPTIONS

EXHIBIT I

FORM OF REQUEST FOR CONTRACT FILE RELEASE

_____, 202_

Wilmington Trust, National Association
as Collateral Custodian
1100 North Market Street
Sixth Street and Marquette Avenue
Wilmington, DE 19890
Attention: Corporate Trust Administration

Re: Tricolor Funding SPV 4 LLC
Credit Agreement_____

Ladies and Gentlemen:

Reference is made to the Credit Agreement, dated as of November 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tricolor Funding SPV 4 LLC, as borrower (the "Borrower"), Tricolor Auto Acceptance, LLC, as servicer (the "Servicer"), the lenders from time to time party thereto, the agents from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent, Vervent Inc., as backup servicer, and Wilmington Trust, National Association, as collateral custodian (in such capacity, the "Collateral Custodian") and as account bank. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

The undersigned, in its capacity as Servicer under the Credit Agreement, hereby requests (check one):

_____ that the Collateral Custodian release to the Servicer the Contract Files or other documents set forth on Schedule A to this Request for Contract File Release. All documents so released to the Servicer shall be held by the Servicer in trust for the benefit of the Administrative Agent in accordance with the terms of the Credit Agreement and the Servicer agrees to return to the Collateral Custodian the Contract Files or other documents when the Servicer's need therefor no longer exists.

_____ that the Collateral Custodian permanently release to the Servicer the Contract Files or other documents set forth on Schedule B to this Request for Contract File Release and the Servicer certifies with respect to such Contract Files that the related Contract has been liquidated, prepaid or repaid and that all amounts received in connection with such liquidated Contract have been credited to the Collection Account as provided in the Credit Agreement.

The undersigned hereby certifies that all conditions precedent set forth in Credit Agreement have been satisfied in respect of the above requested release.

The undersigned has executed this Request for Contract File Release as of the date first written above.

TRICOLOR AUTO ACCEPTANCE, LLC,
as Servicer

By: _____
Name:
Title:

Acknowledged and Agreed:
JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

EXHIBIT J

FORM OF NOTICE OF EXCLUSIVE CONTROL

[to be placed on Administrative Agent letterhead]

NOTICE OF EXCLUSIVE CONTROL

_____, 202__

Wilmington Trust, National Association
1100 North Market Street
Wilmington, DE 19890
Attention: Corporate Trust Department
E-mail: cwright1@wilmingtontrust.com

Tricolor Funding SPV 4 LLC
1111 W. Mockingbird Lane, Suite 1500
Dallas, Texas 75247
Attention: Daniel Chu
Facsimile No.: (424) 290-2700
Telephone No.: (214) 290-2200
Email: dchu@tricolorauto.com

Re: Tricolor Funding SPV 4 LLC
Credit Agreement_____

Ladies and Gentlemen:

Reference is made to the Credit Agreement, dated as of November 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tricolor Funding SPV 4 LLC, as borrower, Tricolor Auto Acceptance, LLC, as servicer, the lenders from time to time party thereto, the agents from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent, Vervent Inc., as backup servicer, and Wilmington Trust, National Association, as collateral custodian and as account bank. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

This constitutes a Notice of Exclusive Control as referred to in Section 2.17(g) of the Credit Agreement, a copy of which is attached hereto. Pursuant to such Section 2.17(g), we hereby notify you that we are exercising our rights to assume and exercise exclusive control of account number _____ maintained with you. [Available funds deposited in such accounts should be sent at the end of each day to _____].

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

EXHIBIT K-1

FORM OF U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Credit Agreement, dated as of November 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tricolor Funding SPV 4 LLC, as borrower (the "Borrower"), Tricolor Auto Acceptance, LLC, as servicer, the lenders from time to time party thereto, the agents from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent"), Vervent Inc., as backup servicer, and Wilmington Trust, National Association, as collateral custodian and as account bank. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

Pursuant to the provisions of Section 2.13 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Advance(s) in respect of which it is providing this certificate, (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a "ten percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (i) if the information provided in this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (ii) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF LENDER]

By: _____
Name:
Title:

Date: _____

EXHIBIT K-2

FORM OF U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Credit Agreement, dated as of November 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tricolor Funding SPV 4 LLC, as borrower (the "Borrower"), Tricolor Auto Acceptance, LLC, as servicer, the lenders from time to time party thereto, the agents from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent"), Vervent Inc., as backup servicer, and Wilmington Trust, National Association, as collateral custodian and as account bank. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

Pursuant to the provisions of Section 2.13 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a "ten percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (i) if the information provided in this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (ii) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF PARTICIPANT]

By:_____
Name:
Title:

Date: _____

EXHIBIT K-3

FORM OF U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Credit Agreement, dated as of November 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tricolor Funding SPV 4 LLC, as borrower (the "Borrower"), Tricolor Auto Acceptance, LLC, as servicer, the lenders from time to time party thereto, the agents from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent"), Vervent Inc., as backup servicer, and Wilmington Trust, National Association, as collateral custodian and as account bank. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

Pursuant to the provisions of Section 2.13 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a "bank" extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "ten percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (i) if the information provided in this certificate changes, the undersigned shall promptly so inform such Lender and (ii) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF PARTICIPANT]

By:_____
Name:

EXHIBIT K-4

FORM OF U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Credit Agreement, dated as of November 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tricolor Funding SPV 4 LLC, as borrower (the "Borrower"), Tricolor Auto Acceptance, LLC, as servicer, the lenders from time to time party thereto, the agents from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent"), Vervent Inc., as backup servicer, and Wilmington Trust, National Association, as collateral custodian and as account bank. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

Pursuant to the provisions of Section 2.13 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Advance(s) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Advance(s), (iii) with respect to the extension of credit pursuant to the Credit Agreement or any other Basic Document, neither the undersigned nor any of its direct or indirect partners/members is a "bank" extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "ten percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (i) if the information provided in this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (ii) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF LENDER]

By:_____
Name:

Exhibit 3

EXECUTION VERSION

FIFTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

of

TRICOLOR HOLDINGS, LLC

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FIFTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF TRICOLOR HOLDINGS, LLC

This Fifth Amended and Restated Limited Liability Company Agreement (this "**Agreement**") of Tricolor Holdings, LLC (the "**Company**"), dated and effective as of December 30, 2021 (the "**Effective Date**"), is entered into among the Members (as defined below).

RECITALS:

WHEREAS, the Company was formed as a Delaware limited liability company on May 6, 2015;

WHEREAS, the Original Member (as defined below) and Investar (as defined below) were parties to that certain Amended and Restated Limited Liability Company Agreement of the Company, dated as of June 3, 2015 (as supplemented and amended, the "**Original Limited Liability Company Agreement**");

WHEREAS, Ganas Investors (as defined below) and Investar were parties to that certain Second Amended and Restated Limited Liability Company Agreement of the Company, dated as of December 20, 2017 (the "**Second Limited Liability Company Agreement**") which amended and restated the Original Limited Liability Company Agreement;

WHEREAS, Ganas Investors and the BlackRock Investors (as defined therein) (the "**Class B BlackRock Investors**") were parties to that certain Third Amended and Restated Limited Liability Company Agreement of the Company, dated as of January 30, 2020 (as amended, the "**Third Limited Liability Company Agreement**") which amended and restated the Second Limited Liability Company Agreement;

WHEREAS, Ganas Investors and the BlackRock Investors were parties to that certain Fourth Amended and Restated Limited Liability Company Agreement of the Company, dated as of September 2, 2021 (the "**Existing Limited Liability Company Agreement**") which amended and restated the Third Limited Liability Company Agreement;

WHEREAS, the Company intends to issue to the Junior Preferred Members (as defined below) Junior Preferred Units of the Company pursuant to a Subscription Agreement (the "**Junior Preferred Unit Subscription Agreement**"), on and subject to the terms therein; and

WHEREAS, the parties hereto deem it advisable to amend and restate the Existing Limited Liability Company Agreement in its entirety to evidence, among other things, (i) the consummation of the transactions contemplated by the Junior Preferred Unit Subscription Agreement, (ii) the admission of the New Investors (as defined below)

as Junior Preferred Members and (iii) the establishment of the rights, privileges and preferences of the Junior Preferred Units.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby amend and restate the Existing Limited Liability Company Agreement in its entirety as follows:

ARTICLE I
DEFINED TERMS

Section 1.1. *Definitions*. Unless the context otherwise requires, the terms defined in this Article I shall, for the purposes of this Agreement, have the meanings herein specified.

"**Adjusted Capital Account Deficit**" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) credit to such Capital Account any amounts which such Member is deemed to be obligated to restore pursuant to the penultimate sentence of either of Treasury Regulation Section 1.704-2(g)(1) or 1.704-2(i)(5); and

(b) debit to such Capital Account the items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"**Affected Units**" means the Eligible Units offered for sale by an Offering Holder pursuant to Section 12.8.

"**Affiliate**" means any Person directly or indirectly controlling, controlled by, or under common control with another Person and any Persons with the same investment manager or whose investment manager is directly or indirectly controlling, controlled by, or under common control with another Person's investment manager. For purposes of this definition, "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies or affairs of a Person, whether through ownership of voting securities, by contract or otherwise, as executor, trustee or otherwise.

"**Aggregate Ownership**" means, with respect to any Member or group of Members, the total number of Common Units (including Common Units issuable upon conversion of Preferred Units or upon the exercise of Warrants) owned (without duplication) by such Member or group of Members as of the date of such calculation.

"**Aggregate Senior Preferred Unit Purchase Price**" means the Preferred Unit Purchase Price *multiplied by* the number of Senior Preferred Units issued and outstanding as of September 2, 2021.

"**Agreement**" shall have the meaning set forth in the preamble hereof.

"**Assignee**" means the Person to whom Interests are Transferred in accordance with this Agreement.

"**Bankruptcy Event**" means such time as the Company or any significant Subsidiary of the Company (i) becomes the subject of any bankruptcy or insolvency proceeding, (ii) has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or (iii) has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment.

"**BlackRock Investors**" means the Subscribers (as defined in the Senior Preferred Unit Subscription Agreement) party to the Senior Preferred Unit Subscription Agreement as of September 2, 2021.

"**Blocker Member**" means a Member holding Senior Preferred Units that is (i) classified as a corporation for U.S. federal income tax purposes, and (ii) an entity, the sole purpose of which is to directly or indirectly hold Units and conduct administrative and organizational activities incidental thereto, and that does not and has never conducted any other business or engaged in any other activities (other than administrative matters relating to its formation and organization and the direct or indirect acquisition, holding and disposition of Units).

"**Board**" shall have the meaning set forth in Section 5.1.

"**Budget Act**" shall have the meaning set forth in Section 10.1(a).

"**Business Day**" means any day except a Saturday, Sunday or other day on which commercial banks in New York City are authorized by law to close.

"**Buyer**" shall have the meaning set forth in Section 12.7(b).

"**Capital Account**" means, with respect to any Member, the account maintained for such Member in accordance with the provisions of Section 6.3.

"**Capital Contribution**" means, with respect to any Member, the aggregate amount of cash, the principal amount of any promissory note and the initial Gross Asset Value of any property (other than cash or promissory note) contributed to the Company by such Member in accordance with this Agreement, net of any liabilities of such

Member that are assumed by the Company in connection with such contribution or that are secured by property so contributed.

"**Capital Event**" means a Liquidation Event, Change of Control, Revaluation Event, Corporate Conversion or the termination of the Company's status as a partnership for U.S. federal income tax purposes for any reason.

"**Cash Available for Distribution**" means, with respect to any Fiscal Year, all Company cash receipts plus any reductions in Reserves from prior Fiscal Years, after deducting payments for Operating Cash Expenses, payments required to be made in connection with any loan to the Company or any loan secured by a lien on any Company assets, capital expenditures and any other amounts set aside for the restoration, increase or creation of reasonable Reserves.

"**Certificate**" means the Certificate of Formation of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the office of the Secretary of State of the State of Delaware pursuant to the Delaware Act.

"**Change of Control**" means (i) any "person" or "group" (within the meaning of Sections 13(d) and 14(d) of the Exchange Act), other than Daniel Chu, becoming the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of a majority of either the voting rights or the economic rights associated with the Common Units of the Company, (ii) Ganas Investors ceasing to, directly or indirectly, have the right to appoint a majority of the Board of the Company, (iii) a sale of all or substantially all the assets of the Company and its Subsidiaries, taken as a whole, (iv) the Company ceasing to directly or indirectly own and control, beneficially and of record, 100% of the outstanding voting and economic equity interests of its first tier Subsidiaries existing on the Effective Date, and (v) a "change of control" (or similar event) shall occur pursuant to any outstanding Indebtedness of the Company or any of its Subsidiaries (including the securitization facilities, the floor plan financing facilities and the Warehouse Facilities) or any management equity arrangements.

"**Class B BlackRock Investors**" shall have the meaning set forth in the recitals hereof.

"**Class B Member**" shall have the meaning assigned to such term in the Third Limited Liability Company Agreement.

"**Class B Unit**" shall have the meaning assigned to such term in the Third Limited Liability Company Agreement.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding United States federal tax statute enacted after the date of this Agreement.

"**Common Unit**" means a Unit representing a fractional part of the Interests of the Members and having the rights and obligations specified with respect to Common Units in this Agreement.

"**Common Unit Accumulated Capital Account**" means, at any given time, the cumulative Capital Accounts of the Common Unit Members in respect of the Common Units that would result from the allocations pursuant to Section 7.1(b)(i) if applied to all Profits and Losses at such time.

"**Common Unit Member**" means any Member holding Common Units (including Members that hold Management Incentive Units).

"**Company**" shall have the meaning set forth in the preamble hereto.

"**Company Minimum Gain**" means "partnership minimum gain" of the Company within the meaning of Treasury Regulation Section 1.704-2(b)(2) and shall be computed in accordance with Treasury Regulation Section 1.704-2(d).

"**Company Securities**" means Units or Interests or any securities convertible or exercisable into, or any securities exchangeable for, or containing options or rights to acquire, Units or Interests.

"**Consultant**" shall have the meaning set forth in Section 12.7(f).

"**Continuing Member**" shall have the meaning set forth in Section 12.7(a).

"**Conversion Price**" shall have the meaning set forth in Section 4.3(d)(iii) or Section 4.3(d)(v), as applicable.

"**Corporate Conversion**" shall have the meaning set forth in Section 12.12(b).

"**Covered Person**" means: (a) each current or former Officer, Manager (including for the avoidance of doubt the Senior Preferred Managers) and Member (including the Tax Matters Partner), in each case in his, her or its capacity as such, or in his or her capacity as a director, officer, employee or agent of another limited liability company or corporation, partnership, joint venture, trust or other enterprise where serving at the request of the Company, and each such Person's successors, heirs, estates or legal representatives; (b) each Person, if any, to whom or which any rights or responsibilities of the Board hereunder have been assigned, delegated, designated or otherwise Transferred; (c) any Affiliate, in his, her or its capacity as such, of each Member (including the Tax Matters Partner) or of any Person set forth in clause (b); (d) the Senior Preferred Observers; and (e) each director, officer, member, manager, shareholder, trustee, employee, partner, beneficiary, Affiliate, representative and agent, in his, her or its capacity as such, of each Member (including the Tax Matters Partner) or of any other Person set forth in clauses (b), (c) and (d), and each of their controlling Affiliates; in each

case in clauses (a), (b), (c), (d) and (e), whether or not such Person continues to have the applicable status referred to in such clauses.

"**Cut-Off Date**" means, (a) with respect to a right of first refusal pursuant to Section 12.8, the twenty-first (21st) day after the Offering Holder delivers the Offer Notice to each Member.

"**D&O Insurance**" shall have the meaning set forth in Section 11.6.

"**Deceased Spouse**" shall have the meaning set forth in Section 12.7(a).

"**Delaware Act**" means the Delaware Limited Liability Company Act.

"**Depreciation**" means, for each Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such Fiscal Year or other period; *provided*, *however*, that, if the Gross Asset Value of an asset differs from its adjusted basis for United States federal income tax purposes at the beginning of such Fiscal Year or other period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the United States federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such Fiscal Year or other period bears to such beginning adjusted tax basis; and *provided further*, *however*, that if the United States federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Members; and *provided further*, however, that with respect to any goodwill that is not amortizable under the Code, there shall be no Depreciation.

"**Dilutive Issuance**" means the issuance of Dilutive Units.

"**Dilutive Units**" means, with respect to any Preferred Unit, any Units (other than Excluded Securities) issued by the Company after the date hereof at a price less than the then-applicable Conversion Price for such Preferred Unit in effect immediately prior to the issuance of such Units.

"**Distributions**" means distributions of cash or other property made by the Company with respect to the Members' Interests. Distribution shall not mean payments of cash or other property to Members for reasons other than their ownership of such Interests; *provided, however,* that the Company shall not make Distributions to any Member in property other than cash without such Member's prior written consent.

"**Drag-Along Notice**" shall have the meaning set forth in Section 12.10(c)(i).

"**Drag-Along Rightholders**" shall have the meaning set forth in Section 12.10(c)(i).

"**Drag-Along Sale**" shall have the meaning set forth in Section 12.10(c)(i).

"**Drag-Along Sellers**" shall have the meaning set forth in Section 12.10(c)(i)

"**Economic Risk of Loss**" shall have the meaning set forth in Treasury Regulation Section 1.752-2.

"**Effective Date**" shall have the meaning set forth in the preamble hereto.

"**Eligible Members**" means Members holding Eligible Units.

"**Eligible Preferred Transferee**" means any Person (including for the avoidance of doubt any Affiliate of a Preferred Member) other than any Persons who are competitors of the Company as may be reasonably determined in good faith by the Company, including any Affiliate of any such competitor; *provided*, *however*, in no event shall any (i) BlackRock Investor or any of its Affiliates, or (ii) ABR Reinsurance Ltd., ACE Tempest Reinsurance Ltd., ACE INA Overseas Insurance Company Ltd., ACE Bermuda Insurance Ltd. or ACE Bermuda International Insurance (Ireland) Limited (collectively, "Chubb") or any of their Affiliates, be deemed to be a competitor of the Company. For the avoidance of doubt, notwithstanding anything herein to the contrary, (i) any Affiliate of a BlackRock Investor shall be an Eligible Preferred Transferee, and (ii) any Affiliate of Chubb shall be an Eligible Preferred Transferee with respect to any Eligible Units held directly or indirectly by Chubb.

"**Eligible Units**" means Preferred Units, Warrants, Common Units and Vested Management Incentive Units; *provided*, *however*, that, except for the purposes of Section 12.1 and Section 12.8(a)(ii), no Warrant shall be an Eligible Unit if, on the date of determination, the Exercisable Date (as defined in the applicable Warrant) has not occurred.

"**Estate Planning Entity**" means, with respect to any Person, any trust or other entity for estate planning purposes so long as all the beneficial ownership interests in such trust or entity are held by such Person or such Person's Family Members.

"**Excluded Securities**" means the issuance of: (a) Units of the Company issued as a pro rata dividend to holders of then-outstanding equity securities or upon any subdivision or combination of then-outstanding equity securities of the Company approved by the Board; (b) securities issued by the Company in a Qualified Public Offering; (c) Units of the Company issued as consideration to a selling party in a merger, consolidation, acquisition or similar business combination approved by the Board; or (d) Common Units issued upon exercise of any Warrants or conversion of any Preferred Units.

"**Exercise Notice**" shall have the meaning set forth in Section 12.11.

"**Existing Limited Liability Company Agreement**" shall have the meaning set forth in the recitals hereof.

"**Fair Market Value**" means, with respect to any property, the value that would be obtained in an arm's length transaction for ownership of such property for cash between an informed and willing seller and an informed and willing purchaser, each with an adequate understanding of the facts and under no compulsion to buy or sell. The determination of the Fair Market Value of any property shall be reasonably determined in good faith by the Board.

"**Family Members**" means, with respect to any Person, such Person's spouse, ex-spouse, domestic partner, parent, siblings, ascendants, descendants (including adoptive relationships and stepchildren), and the spouses or domestic partners of each such natural person.

"**Fiduciary Manager**" shall have the meaning set forth in Section 11.3(a).

"**First Tranche Warrants**" means detachable penny warrants to purchase Common Units of the Company substantially in the form of Exhibit A attached hereto.

"**Fiscal Year**" means (a) any twelve-month period commencing on January 1 and ending on December 31 and (b) any other twelve-month period required by the Code or the Treasury Regulations to be used as the taxable year of the Company or (c) any portion of the periods described in clauses (a) and (b) of this sentence for which the Company is required to allocate Profits, Losses and other items of Company income, gain, loss or deduction pursuant to Article VII.

"**Fully Diluted Basis**" means, as of any particular date, all outstanding Units plus (without duplication) all Units issuable in respect of other Company Securities that are convertible, exercisable or exchangeable for Units, and all appreciation rights and phantom equity based on or in respect of Units, as of such date, including, and for the avoidance of doubt, any right pursuant to any equity incentive plan; *provided*, *however*, that if any of the foregoing are subject to vesting or are otherwise not convertible, exercisable or exchangeable as of the relevant date, such Units shall be included only upon and to the extent then vested or convertible, exercisable or exchangeable.

"**Fund Indemnitees**" shall have the meaning set forth in Section 11.8.

"**Fund Indemnitors**" shall have the meaning set forth in Section 11.8.

"**GAAP**" means generally accepted accounting principles in the United States, consistently applied.

"**Ganas Investors**" means Ganas Investors, LLC, a Texas limited liability company.

"**Ganas Manager**" shall have the meaning set forth in Section 5.1.

"**General Interest Rate**" means a rate per annum equal to the lesser of (a) a varying rate per annum that is equal to the interest rate publicly quoted by JPMorgan Chase, N.A., from time to time as its prime commercial or similar reference interest rate, with adjustments in that varying rate to be made on the same date as any change in that rate, and (b) the maximum rate permitted by applicable law.

"**Governing Documents**" means, with respect to any Person, the certificate or articles of incorporation or formation, by-laws, operating agreement and any other organizational document of such Person.

"**Governmental Authority**" means any nation or government (whether federal, state, local or foreign), any state or other political subdivision thereof, any arbitrator, court or tribunal of competent jurisdiction, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"**Gross Asset Value**" means, with respect to any asset, such asset's adjusted basis for United States federal income tax purposes, except as follows:

(a) the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by mutual agreement of the Members as set forth on Schedule A;

(b) the Gross Asset Value of all Company assets may be adjusted to equal their respective gross fair market values, as determined by the Board, as of the following times (a "**Revaluation Event**"): (i) immediately prior to the acquisition of an additional Interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (ii) immediately prior to the distribution by the Company to a Member of more than a *de minimis* amount of Company assets in redemption of an Interest or portion thereof in the Company; (iii) the liquidation of the Company within the meaning of Treasury Regulation Section 1.704- 1(b)(2)(ii)(g) (other than pursuant to Section 708(b)(1)(B) of the Internal Revenue Code); (iv) immediately prior to the issuance of Management Incentive Units pursuant to Section 6.5; (v) immediately prior to the consummation of a Qualified Public Offering; or (vi) at such other times as the Board shall reasonably determine necessary or appropriate in order to comply with Treasury Regulations Section 1.704-1(b) and 1.704-2; *provided*, *however*, that adjustments pursuant to clauses (i) and (iv) of this sentence shall be made only if the Board reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(c) the Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution, as determined by the Board; and

(d) the Gross Asset Value of all property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such property pursuant to Section 734(b) or 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m) and clause (f) of the definition of Profits and Losses, *provided*, *however*, that Gross Asset Values shall not be adjusted pursuant to this clause (d) to the extent that an adjustment pursuant to clause (b) above is made in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (d). If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (a), (b) or (c) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

"**HSR Act**" shall have the meaning set forth in Section 12.7(d).

"**Indebtedness**" means, with respect to any Person or Person(s) and any day, without duplication, (i) all indebtedness or guarantees of such Person(s) for borrowed money or for the deferred purchase price of property or services (other than current trade liabilities incurred in the ordinary course of business and payable in accordance with customary trade practices) or which is evidenced by a note, bond, debenture or similar instrument, (ii) all obligations of such Person(s) under capital leases, (iii) all obligations of such Person(s) in respect of acceptances issued or created for the account of such Person(s), (iv) all liabilities secured by any lien on any property owned by such Person(s) even though such Person(s) has not assumed or otherwise become liable for the payment thereof, and (v) all indebtedness, obligations or liabilities of such Person(s) in respect of derivatives.

"**Indebtedness to Tangible Net Worth Ratio**" means, with respect to the Company and its consolidated Subsidiaries as of any test period, the ratio of all outstanding Indebtedness over the Tangible Net Worth, in each case as of the last day of such test period.

"**Intangible Assets**" means, with respect to any Person on any date of determination, the amount (to the extent reflected in determining consolidated equity) of (i) all investments in Subsidiaries of such Person other than its consolidated Subsidiaries and (ii) all goodwill, patents, trademarks, service marks, trade names, copyrights, organization or developmental expenses and other intangible items of such Person.

"**Interest**" means the interest of a Member in the Company (or as applicable, holders of Warrants), including (a) the right (based upon the type, class and/or series of Company Securities held by such Member) to Profits, Losses and Distributions, (b) the right of such Member or holder of Warrants to vote, consent to or otherwise participate in any decisions of the Members and holders of Warrants and (c) to any other benefits to which such Member or holders of Warrants may be entitled under this Agreement or the Delaware Act by virtue of such Member's ownership of a particular type, class and/or series of Company Securities.

"**Investar**" means Investar Financial Corporation, a Delaware corporation.

"**IRS Notice**" shall have the meaning set forth in Section 6.5(f).

"**Issuance Notice**" shall have the meaning set forth in Section 12.11.

"**Junior Preferred Member**" means any Member holding Junior Preferred Units (in its capacity as a holder of such Units).

"**Junior Preferred Unit**" means a junior convertible preferred Unit representing a fractional part of the Interests of the Members and having the rights and obligations specified with respect to Junior Preferred Units in this Agreement.

"**Junior Preferred Unit Accumulated Capital Account**" means, at any given time, the cumulative Capital Account of the Junior Preferred Members in respect of the Junior Preferred Units that would result from the allocations pursuant to Section 7.01(b)(i) if applied to all Profits and Losses at such time.

"**Junior Preferred Unit Subscription Agreement**" shall have the meaning set forth in the recitals hereto.

"**Junior Securities**" shall have the meaning set forth in Section 4.3(a).

"**Liquidation Event**" means (i) any voluntary or involuntary liquidation, dissolution, winding up, recapitalization or reorganization of the Company and its Subsidiaries (other than, for the avoidance of doubt, in connection with a Qualified Public Offering or a Qualified Acquisition Transaction), or (ii) a Sale Transaction.

"**Liquidation Value**" means the aggregate proceeds which would be received by the Members as described in IRS Notice 2005-43 if: (a) the assets of the Company as a going concern were sold at their Fair Market Value; (b) the Company satisfied and paid in full all of its obligations and liabilities (including all taxes, costs and expenses incurred in connection with such transaction and any reserves established by the Board for contingent liabilities); and (c) such net sale proceeds were then distributed in accordance with this Agreement in a liquidation context, all as determined by the Board in good faith.

"**Listing Per Share Price**" shall have the meaning set forth in Section 4.3(d)(ii)(A).

"**Loan Securitization**" means any issuance of term asset-backed securities in the ordinary course of the Company's and its Subsidiaries' business that is sponsored by the Company or any of its Subsidiaries and that will be secured, directly or indirectly, by all or a portion of receivables owed to the Company or any of its Subsidiaries.

"**Management Incentive Units**" shall have the meaning set forth in Section 6.5(a).

"**Management Member**" shall have the meaning set forth in Section 6.5(a).

"**Manager**" shall have the meaning set forth in Section 5.1.

"**Marital Option**" shall have the meaning set forth in Section 12.7(a).

"**Member**" means any Person named as a member of the Company on Schedule A hereto and includes any Person who hereafter acquires an Interest and is admitted as a member of the Company pursuant to the provisions of this Agreement.

"**Member Capital Contribution**" shall have the meaning set forth in Section 6.1(a).

"**Member Minimum Gain**" means an amount, with respect to each Member Nonrecourse Liability, determined in accordance with Treasury Regulation Section 1.704-2(i)(3).

"**Member Nonrecourse Debt Minimum Gain**" shall have the same meaning as "partner nonrecourse debt minimum gain" set forth in Treasury Regulation Section 1.704-2(i)(2).

"**Member Nonrecourse Deductions**" means "partner nonrecourse deductions" within the meaning of Treasury Regulation Sections 1.704-2(i)(1) and 1.704-2(i)(2).

"**Member Nonrecourse Liability**" means "Partner nonrecourse debt" or "partner nonrecourse liability" within the meaning of Treasury Regulation Section 1.704-2(b)(4).

"**Minimum MOIC**" with respect to the Senior Preferred Units at any relevant time means a dollar amount equal to (i) from September 2, 2021 until September 2, 2024, 1.35 *multiplied by* the Aggregate Senior Preferred Unit Purchase Price (*less* any amounts distributed on the Senior Preferred Units pursuant to Section 8.1(b)), and (ii) after September 2, 2024, but only so long as prior to the relevant time no Qualified Financing has occurred, the sum of (A) 1.35 *multiplied by* the Aggregate Senior Preferred Unit Purchase Price (*less* any amounts distributed on Senior Preferred Units pursuant to Section 8.1(b)) *plus* (B) 10.00% *multiplied by* the Preferred Accumulating Distributions (*less* any amounts distributed with respect to such Preferred Accumulating Distributions on the Senior Preferred Units pursuant to Section 8.1(b)) with respect to such Senior Preferred Units outstanding as of the end of any given year.

"**New Investors**" means the Subscribers (as defined in the Junior Preferred Unit Subscription Agreement) party to the Junior Preferred Unit Subscription Agreement.

"**Offer Notice**" shall have the meaning set forth in Section 12.8(a).

"**Offering Holder**" shall have the meaning set forth in Section 12.8(a).

"**Officers**" means those Persons appointed by the Board to manage the day-to-day affairs of the Company pursuant to the terms hereof.

"**Operating Cash Expenses**" means, with respect to any fiscal period, the amount of cash disbursed in the ordinary course of business during the period, including all cash expenses, such as advertising, promotion, property management, insurance premiums, taxes, utilities, repair, maintenance, legal, accounting, bookkeeping, computing, equipment use, travel on Company business, telephone expenses and salaries, and direct expenses of Company employees and agents while engaged in Company business. Operating Cash Expenses shall include fees paid by the Company to the Board or any Affiliate thereof permitted by this Agreement, and the actual cost of goods, materials and administrative services used for or by the Company, whether incurred by the Board or any Affiliate thereof or any non-Affiliate in performing functions set forth in this Agreement reasonably requiring the use of such goods, materials or administrative services. Operating Cash Expenses shall not include expenditures paid from Reserves.

"**Optional Preferred Redemption**" shall have the meaning set forth in Section 4.3(e)(i).

"**Optionee**" shall have the meaning set forth in Section 12.7(a).

"**Original Limited Liability Company Agreement**" shall have the meaning set forth in the recitals hereof.

"**Original Member**" means Daniel Chu, an individual residing in the State of Texas.

"**Participating Management Incentive Unit**" means a Vested Management Incentive Unit, the Participation Threshold of which is zero (taking into account any adjustments described in clauses (i) and (ii) of Section 6.5(d)).

"**Participating Unit**" means, with respect to any Distribution pursuant to Section 8.1, any Common Unit and any Participating Management Incentive Unit.

"**Participation Threshold**" means, with respect to each outstanding Management Incentive Unit, an amount determined, and adjusted from time to time, in accordance with Section 6.5.

"**Partnership Representative**" shall have the meaning set forth in Section 10.1(a).

"**Percentage Interest**" of a Member shall be the "Percentage Interest" set forth opposite such Member's name on Schedule A as such may be adjusted from time to time in accordance with the provisions of this Agreement. A Member's Percentage Interest shall equal the total number of Eligible Units held by such Member *divided by* the total number of outstanding Eligible Units held by all Members, calculated, in the case of (i)

Preferred Units, on an as-converted to Common Units basis, and (ii) Warrants, on an as-exercised basis.

"**Permitted Dispositions**" means any asset dispositions by any financing subsidiaries (i) in the ordinary course of business consistent with past practice, (ii) in connection with the sale of non-core assets for Fair Market Value as long as the proceeds of such sale are invested in the business and (iii) in connection with any securitization arrangements constituting Permitted Indebtedness.

"**Permitted Indebtedness**" means: (i) any Indebtedness solely to the extent, following the incurrence thereof, on a pro forma basis, (A) the Indebtedness to Tangible Net Worth Ratio is no greater than 6.25:1.00, and (B) the Company's Tangible Net Worth is no less than $50,000,000 at such time; (ii) any Permitted Refinancing of the Indebtedness permitted to be incurred pursuant to the foregoing clause (i) and any indebtedness existing as of September 2, 2021 and described on Schedule A-14 hereto; (iii) any Indebtedness the proceeds of which are used to redeem Senior Preferred Units in accordance with Section 4.3(e) of this Agreement if such redemption is a redemption in whole of the Senior Preferred Units; (iv) any Indebtedness the proceeds of which are used to redeem Junior Preferred Units in accordance with Section 4.3(e) of this Agreement; (v) the issuance Junior Preferred Units pursuant to the Subsequent Offering; (vi) intercompany debt incurred in the ordinary course and consistent with past practices; (vii) Indebtedness incurred in connection with any Loan Securitization, Warehouse Facility or Residual Financing; and (viii) Indebtedness incurred in connection with capital expenditure financings.

"**Permitted Refinancing**" has the meaning set forth in Annex A.

"**Person**" includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, Governmental Authority or other legal entity or organization.

"**Preferred Accrued Amount**" means, at any given time with respect to each Preferred Unit, the sum, subject to appropriate adjustment in the event of any Unit distribution, split, combination or other similar reorganization or recapitalization with respect to the Preferred Units, of (a) the Preferred Unit Purchase Price, *plus* (b) any Preferred Accumulating Distribution on such Preferred Unit, whether or not declared, *plus* (c) without duplication, any accrued and unpaid Distributions on such Preferred Unit (including the effect of any applicable quarterly compounding) as of such time, whether or not declared, *less* (d) any amounts distributed on such Preferred Unit pursuant to Section 8.1(b).

"**Preferred Accumulating Distribution**" means any Distribution added to the Preferred Accrued Amount at the applicable Preferred Accumulating Distribution Rate pursuant to Section 4.3(b).

"**Preferred Accumulating Distribution Rate**" means, for any applicable period, (i) with respect to any Senior Preferred Unit, the aggregate per annum rate set forth in the table below opposite such period under the heading "Preferred Accumulating Distribution Rate":

Applicable Period	**Preferred Accumulating Distribution Rate**
For the period from September 2, 2021 to the 30-month anniversary of September 2, 2021	10.00%
Unless a Qualified Financing has occurred, for the period from the day following the 30-month anniversary of September 2, 2021 to the 36-month anniversary of September 2, 2021	11.00%
Unless a Qualified Financing has occurred, for the period from the day following the 36-month anniversary of September 2, 2021 to the 42-month anniversary of September 2, 2021	12.00%
Unless a Qualified Financing has occurred, for the period from the day following the 42-month anniversary of September 2, 2021 to the 48-month anniversary of September 2, 2021	13.00%
Unless a Qualified Financing has occurred, for the period from the day following the 48-month anniversary of September 2, 2021 to the 54-month anniversary of September 2, 2021	14.00%
Unless a Qualified Financing has occurred, for the period from the day following the 54-month anniversary of September 2, 2021 to the 60-month anniversary of September 2, 2021	15.00%
Unless a Qualified Financing has occurred, following the 60-month anniversary of September 2, 2021	16.00%

and (ii) with respect to any Junior Preferred Unit, 8.00% per annum.

"**Preferred Cash Distribution**" means any Distribution paid at the applicable Preferred Cash Distribution Rate pursuant to Section 4.3(b).

"**Preferred Cash Distribution Rate**" means, for any applicable period, (i) with respect to any Senior Preferred Unit, the aggregate per annum rate set forth in the table below opposite such period under the heading "Preferred Cash Distribution Rate":

Applicable Period	**Preferred Cash Distribution Rate**
For the period from September 2, 2021 to the 30-month anniversary of September 2, 2021	8.00%
Unless a Qualified Financing has occurred, for the period from the day following the 30-month anniversary of September 2, 2021 to the 36-month anniversary of September 2, 2021	9.00%
Unless a Qualified Financing has occurred, for the period from the day following the 36-month anniversary of September 2, 2021 to the 42-month anniversary of September 2, 2021	10.00%
Unless a Qualified Financing has occurred, for the period from the day following the 42-month anniversary of September 2, 2021 to the 48-month anniversary of September 2, 2021	11.00%
Unless a Qualified Financing has occurred, for the period from the day following the 48-month anniversary of September 2, 2021 to the 54-month anniversary of September 2, 2021	12.00%
Unless a Qualified Financing has occurred, for the period from the day following the 54-month anniversary of September 2, 2021 to the 60-month anniversary of September 2, 2021	13.00%

Unless a Qualified Financing has occurred, following the 60-month anniversary of September 2, 2021	14.00%

and (ii) with respect to any Junior Preferred Unit, 7.00% per annum.

"**Preferred Member**" means any Member holding Preferred Units.

"**Preferred Minimum Cash Distribution**" means an amount equal to at least the then outstanding Preferred Accrued Amount multiplied by the applicable Preferred Cash Distribution Rate.

"**Preferred Optional Redemption Date**" shall have the meaning set forth in Section 4.3(e).

"**Preferred Redemption Price**" means (a) with respect to any Senior Preferred Unit, a price per Senior Preferred Unit equal to (i) the Preferred Accrued Amount on such Senior Preferred Unit *plus* (ii) an amount equal to all accrued and unpaid Distributions on such Senior Preferred Unit, whether or not declared, that have not previously been added to the Preferred Accrued Amount or paid as a Preferred Cash Distribution, without duplication of any amounts already included in clause (a)(i) above and (b) with respect to any Junior Preferred Unit, (i) 1.2 *multiplied by* the Preferred Unit Purchase Price with respect to such Junior Preferred Unit *plus* (ii) an amount equal to all accrued and unpaid Distributions on such Junior Preferred Unit, whether or not declared, that have not previously been added to the Preferred Accrued Amount or paid as a Preferred Cash Distribution, without duplication of any amounts already included in clause (b)(ii) above.

"**Preferred Unit**" means a Senior Preferred Unit or a Junior Preferred Unit.

"**Preferred Unit Purchase Price**" means (i) with respect to Senior Preferred Units, $1,000 for each Senior Preferred Unit, and without reduction for any applicable original issue discount and (ii) with respect to Junior Preferred Units, $14.38 for each Junior Preferred Unit.

"**Profits**" and "**Losses**" means, for each Fiscal Year or other allocation period, an amount equal to the Company's taxable income or loss for such Fiscal Year, determined in accordance with Section 703(a) of the Code (but including in taxable income or loss, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code), with the following adjustments (without duplication):

(a) any income of the Company exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

(b) any expenditures of the Company described in Section 705(a)(2)(B) of the Code (or treated as expenditures described in Section 705(a)(2)(B) of the Code pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be subtracted from such taxable income or loss;

(c) in the event the Gross Asset Value of any Company asset is adjusted in accordance with paragraph (b) or paragraph (c) of the definition of "Gross Asset Value" above, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses and, in the event that any Company asset is distributed to Members, gain or loss shall be taken into account as if such asset had been sold for its Gross Asset Value;

(d) gain or loss resulting from any disposition (or deemed disposition) of any asset of the Company with respect to which gain or loss is recognized (or deemed recognized) for federal income tax purposes shall be computed by reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(e) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period, computed in accordance with the definition of "Depreciation" above; and

(f) to the extent an adjustment to the adjusted tax basis of any asset pursuant to Section 734(b) of the Code is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Account balances as a result of a distribution other than in liquidation of a Member's Interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or an item of loss (if the adjustment decreases such basis) from the Transfer of such asset and shall be taken into account for purposes of computing Profits or Losses; *provided*, that any item that is allocated other than pursuant to Section 7.1(a) shall not be included in computing Profits and Losses.

"**Pro-Rata Allotment**" means for any Eligible Member the product of (a) the total number of Affected Units available for purchase at such time, *multiplied by* (b) a fraction, the numerator of which is the number of Eligible Units owned by such Eligible Member and the denominator of which is the total number of issued and outstanding Eligible Units.

"**Pro Rata Share**" shall have the meaning set forth in Section 12.11.

"**Public Offering**" means a public offering and sale of the equity of the Company (or any entity into which the Company may be converted pursuant to Section 12.12) registered under the Securities Act filed with the Securities and Exchange Commission on Form S-1 (or a successor form adopted by the Securities and Exchange Commission);

provided that the following will not be considered a Public Offering: (a) any issuance of common equity interests as consideration for a merger or acquisition; or (b) any issuance of common equity interests or rights to acquire common equity interests to existing equity holders or to employees of the Company or its subsidiaries on Form S-4 or Form S-8 (or a successor form adopted by the Securities and Exchange Commission) or otherwise.

"**Purchase Interest**" shall have the meaning set forth in Section 12.7(b).

"**Purchasers**" shall have the meaning set forth in Section 12.8(d).

"**QF/MR Discount**" means, initially 20.00%, increased by 1.00% every 12 months commencing on September 2, 2023, provided that no Qualified Financing or Senior Preferred Mandatory Redemption Event occurs prior to such date.

"**Qualified Acquisition Transaction**" means a merger, consolidation, SPAC Transaction or other business combination transaction, in each case that (i) results in gross proceeds to the Company, its equityholders, the SPAC or its successor entity in such transaction as applicable (including, in the case of a SPAC Transaction, through an equity financing transaction, including a "PIPE" transaction, consummated in connection with the closing of the transaction or from the cash held by the SPAC, after taking into account any redemptions from the SPAC's trust account) of at least $100,000,000 and (ii) immediately following which the common stock or share capital of the Company, SPAC or its successor entity, as applicable, is listed on the Nasdaq Stock Market, the New York Stock Exchange or another exchange or marketplace approved by the Board (including the approval of at least one Senior Preferred Manager).

"**Qualified Financing**" means the occurrence of any of the following events: (i) the consummation of (A) a Qualified Public Offering or (B) a Qualified Acquisition Transaction; or (ii) a Change of Control.

"**Qualified Public Offering**" means (i) any firm commitment underwritten Public Offering of common equity of the Company or its successor for which aggregate cash proceeds to be received by the Company or its successor from such offering (without deducting underwriting discounts, expenses and commissions) are at least $100,000,000.00 and pursuant to which equity securities of the Company or its successor are authorized and approved for listing on the New York Stock Exchange or the Nasdaq Global Market or any other national securities exchange, (ii) a direct listing of the Common Units (or securities exchanged therefor pursuant to Section 12.12) or (iii) a SPAC Transaction.

"**Quarterly Preferred Distribution Date**" means March 31, June 30, September 30 and December 31 of each year following, with respect to the Preferred Units, the date of issuance of each Preferred Unit; *provided*, however, if such date is not a Business Day, Quarterly Preferred Distribution Date shall mean the immediately succeeding Business Day.

"**Redemption**" shall have the meaning set forth in Section 4.1.

"**Registrable Securities**" means the shares of common stock or other Company Securities of the Company issued and outstanding as of the date of, and after giving effect to, a Qualified Public Offering.

"**Registration Rights Agreement**" means that certain Amended and Restated Registration Rights Agreement entered into between the Parties as of the date hereof, a copy of which is attached as Exhibit C hereto.

"**Regulatory Allocations**" shall have the meaning set forth in Section 7.2(f).

"**Related Party**" means, with respect to a Person, such Person's Affiliates or direct or indirect equityholders, controlling Persons, members, general or limited partners, officers, directors or employees of such Person, and each of their respective Affiliates, successors and assigns.

"**Reserves**" means funds set aside or amounts allocated to reserves that shall be maintained in amounts deemed sufficient by the Board in good faith for working capital, to pay taxes, insurance, debt service, and other costs or expenses incident to the conduct of business by the Company as contemplated hereunder.

"**Residual Financing**" means any financing arrangement of any kind (including, financing arrangements in the form of repurchase facilities, loan agreements, note and/or other security issuance facilities and commercial paper facilities, with a financial institution or other lender or purchaser), in each case, to provide funding to the Company or any of its Subsidiaries that is solely secured by one or more interests in a Warehouse Facility or a Loan Securitization and any ancillary rights or related assets with respect to the interests pledged therein.

"**Revaluation Event**" shall have the meaning set forth in the definition of Gross Asset Value.

"**ROFR Acceptance Notice**" shall have the meaning set forth in Section 12.8(b).

"**Sale Demand Failure**" shall have the meaning set forth in Section 12.10(a).

"**Sale Notice**" shall have the meaning set forth in Section 12.10(a).

"**Sale Transaction**" means a sale, lease, license, transfer or other disposition of all or substantially all the assets of the Company and its Subsidiaries, taken as a whole (directly or indirectly, whether through a sale of equity securities, sale of assets, merger, consolidation or other similar transaction).

"**Second Limited Liability Company Agreement**" shall have the meaning set forth in the recitals hereto.

"**Second Tranche Warrants**" means detachable penny warrants to purchase Common Units of the Company substantially in the form of Exhibit B attached hereto.

"**Senior Preferred Board Majority Trigger**" shall have the meaning set forth in Section 5.1(c).

"**Senior Preferred Managers**" shall have the meaning set forth in Section 5.1(a).

"**Senior Preferred Mandatory Redemption Date**" means the date upon which any Senior Preferred Mandatory Redemption Event has occurred.

"**Senior Preferred Mandatory Redemption Event**" means the occurrence of any of the following events: (a) a sale of assets of the Company and its Subsidiaries, taken as a whole, in excess of $20,000,000 in any transaction or series of related transactions (but excluding (i) any transfer of assets in connection with Loan Securitizations or Warehouse Facilities, or (ii) any Permitted Dispositions described in clause (ii) of the definition thereof): and (b) incurrence of Indebtedness by the Company and its Subsidiaries, taken as a whole, in excess of $25,000,000 outstanding at any time (but excluding any Permitted Indebtedness).

"**Senior Preferred Member**" means any Member holding Senior Preferred Units (in its capacity as a holder of such Units).

"**Senior Preferred Observers**" shall have the meaning set forth in Section 5.21.

"**Senior Preferred Unit**" means a senior convertible preferred Unit representing a fractional part of the Interests of the Members and having the rights and obligations specified with respect to Senior Preferred Units in this Agreement.

"**Senior Preferred Unit Accumulated Capital Account**" means, at any given time, the cumulative Capital Account of the Senior Preferred Members in respect of the Senior Preferred Units that would result from the allocations pursuant to Section 7.1(b)(i) if applied to all Profits and Losses at such time.

"**Senior Preferred Unit Subscription Agreement**" means that certain Subscription Agreement, dated as of September 2, 2021, between the Company and the subscribers thereto.

"**SPAC**" means a publicly traded special purpose acquisition company.

"**SPAC Transaction**" means a merger, acquisition or other business combination involving a SPAC and the Company (or its successor).

"**Subsequent Offering**" means issuances of Junior Preferred Units (on or after the date hereof and on or prior to January 31, 2022) up to an aggregate Preferred Unit Purchase Price of $99,000,000 pursuant to the terms (as of the date hereof) of the Junior Preferred Subscription Agreement. For the avoidance of doubt, each issuance of Junior

Preferred Units in accordance with the preceding sentence shall be considered part of the Subsequent Offering as such term is used in this Agreement.

"**Subsidiary**" means, with respect to any Person, any corporation, company or partnership in which (a) any general partnership interest, or (b) more than 50% of the stock or other units of ownership which by the terms thereof has the ordinary voting power to elect the board of directors, managers or trustees of the entity, at the time as of which any determination is being made, is owned by such Person, either directly or through an Affiliate. Unless otherwise indicated, Subsidiary shall refer to any Subsidiary of the Company.

"**Substitute Member**" means any Person (a) to whom a Member (or assignee thereof) Transfers all or any part of its Interest in the Company, and (b) which has been admitted to the Company as a Substitute Member pursuant to Section 12.6.

"**Tangible Net Worth**" means, with respect to the Company and its consolidated Subsidiaries as of any period of determination, the net worth of such Persons, calculated in accordance with GAAP after subtracting therefrom the aggregate amount of the deferred tax assets and Intangible Assets of such Persons, including goodwill, franchises, licenses, patents, trademarks, tradenames, copyrights and service marks.

"**Tax Distribution**" shall have the meaning set forth in Section 8.2.

"**Tax Matters Partner**" shall have the meaning set forth in Section 10.1(a).

"**Termination Payment**" shall have the meaning set forth in Section 12.5.

"**Third Limited Liability Company Agreement**" shall have the meaning set forth in the recitals hereof.

"**Transfer**" means: (a) when used as a noun, any direct or indirect transfer, sale, assignment, conveyance, pledge, hypothecation, encumbrance or other disposition; and (b) when used as a verb, directly or indirectly to transfer, sell, assign, convey, pledge, hypothecate, encumber or otherwise dispose of.

"**Transfer Period Termination Date**" shall have the meaning set forth in Section 12.8(e).

"**Treasury Regulations**" means the income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"**Units**" shall have the meaning set forth in Section 4.1.

"**Vested Management Incentive Units**" shall have the meaning set forth in Section 6.5(e).

"**Warehouse Facility**" means any financing arrangement of any kind (including financing arrangements in the form of repurchase facilities, loan agreements, note and/or other security issuance facilities and commercial paper facilities, with a financial institution or other lender or purchaser) to provide funding to the Company or any of its Subsidiaries, in each case, through the transfer of receivables or interests in receivables owed to the Company or any of its Subsidiaries to a special or limited purpose Subsidiary.

"**Warrants**" means the First Tranche Warrants and the Second Tranche Warrants.

Certain other capitalized terms used in this Agreement are defined in Annex A hereto.

Section 1.2. *Headings*. The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

ARTICLE II
FORMATION AND TERM

Section 2.1. *Formation*.

(a) The Company was formed as a limited liability company by the filing of a Certificate of Formation on May 6, 2015 with the Secretary of State of the State of Delaware under and pursuant to the provisions of the Delaware Act and by entering into the Original Limited Liability Company Agreement of the Company on May 27, 2015. The Existing Limited Liability Company Agreement is hereby amended and restated in its entirety and this amendment and restatement shall become effective pursuant to Section 18-201(d) of the Delaware Act as of the date hereof.

(b) Upon the execution of this Agreement or a counterpart of this Agreement and the making of the Capital Contributions referred to in Section 6.1(a) (if applicable), each of the Persons set forth on Schedule A are admitted (or continue) as Members of the Company with the Percentage Interests reflected on Schedule A in the form of the number and type of Units reflected on Schedule A. Any Person who purchases Junior Preferred Units in the Subsequent Offering shall sign a joinder to this Agreement and shall thereby become a Junior Preferred Member and the Company shall update Schedule A to reflect such purchase.

(c) The name and mailing address of each Member is listed on Schedule A attached hereto.

(d) The Secretary of the Company and any Assistant Secretary are hereby designated as authorized Persons, within the meaning of the Delaware Act, to execute, deliver and file, or cause the execution, delivery and filing of, all certificates, notices or other instruments (and any amendments and/or restatements thereof) required or

permitted by the Delaware Act to be filed in the office of the Secretary of State of Delaware and any other certificates, notices or other instruments (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

Section 2.2. *Name*. The name of the Company is "Tricolor Holdings, LLC".

Section 2.3. *Term.* The term of the Company commenced upon the filing of the Certificate on May 6, 2015 in accordance with the Delaware Act, and shall continue perpetually unless the Company is dissolved pursuant to Section 13.2, which dissolution shall be carried out pursuant to the Delaware Act and the provisions of this Agreement. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate as provided in the Delaware Act.

Section 2.4. *Registered Agent and Office*. The Company's registered agent and office in Delaware shall be the Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801.

Section 2.5. *Principal Place of Business*. The principal place of business and headquarters of the Company shall be in the State of Texas or such other location as the Board may designate from time to time, which need not be in the State of Texas nor the State of Delaware. The Company may have such other offices as the Board may designate.

Section 2.6. *Qualification in Other Jurisdictions*. The Officers shall cause the Company to be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business and such qualification, formation or registration is necessary or appropriate for the transaction of such business.

ARTICLE III
PURPOSE AND POWERS OF THE COMPANY

Section 3.1. *Purpose*. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Delaware Act, including engaging in the provision of responsible and affordable credit to low-income persons and families of Hispanic descent to purchase a vehicle to achieve economic independence and build credit.

Section 3.2. *Powers of the Company*. Subject to the limitations set forth herein, the Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purpose set forth in Section 3.1.

ARTICLE IV
MEMBERS

Section 4.1. *Issuance and Creation of Units*.

(a) On September 2, 2021, the Company repurchased and cancelled all of the outstanding Class B Units (the "**Redemption**") and issued the Senior Preferred Units. Following the Redemption, the Class B Members ceased being members of the Company. Upon the terms and subject to the conditions of this Agreement, the Company is authorized to issue equity interests in the Company, all of which are or will be designated as "**Units**", which shall constitute limited liability company interests under the Delaware Act. The Units shall consist of four (4) classes: Common Units, Senior Preferred Units, Junior Preferred Units and Management Incentive Units (as further described in Section 6.5 below), and shall have the rights, preferences, privileges, limitations, restrictions and/or obligations as set forth herein. Subject to the other provisions of this Agreement, the total number of Units of any class that may be issued hereunder shall not be limited, and the references to Units shall be deemed to include fractional Units.

(b) Upon the terms and subject to the conditions of this Agreement, including this Section 4.1 and Sections 4.3, 4.14 and 14.11, the Board is authorized to create and issue new Units, which may have rights, preferences, privileges, limitations, restrictions and/or obligations that are junior to, *pari passu* with or senior to any other class or series of Units; *provided*, *however*, that (i) no such Units shall rank *pari passu* with or senior to the Senior Preferred Units and (ii) no such Units other than the Senior Preferred Units shall rank senior to the Junior Preferred Units. To the fullest extent permitted by Section 18-302 of the Delaware Act, but subject to the terms of this Agreement, including this Section 4.1 and Sections 4.3, 4.14 and 14.11, the Company may issue Units from time to time in one or more classes, or one or more series of such classes, which classes or series (or the holders thereof) shall have, subject to the provisions of applicable law and the terms of this Agreement, including this Section 4.1 and Sections 4.3, 4.14 and 14.11, such rights, preferences, privileges, limitations, restrictions and/or obligations as shall be fixed by the Board; *provided*, *however*, that the Senior Preferred Units shall rank senior to all other Company Securities (including Common Units and Management Incentive Units) and the Junior Preferred Units shall rank senior to all Common Units and Management Incentive Units and *pari passu* with or senior to all other Company Securities other than the Senior Preferred Units, in each case including with respect to: (i) the allocation of items of Profit or Loss to each class or series; (ii) the right of each class or series to share in distributions; (iii) maintaining separate and distinct records for each class or series; (iv) allocating specific assets, liabilities, debts, obligations and expenses to each class or series; (v) the rights of each class or series upon dissolution and liquidation of the Company; (vi) the price at which, and the terms and conditions upon which, each class or series may be redeemed by the Company, if any class or series is so redeemable; (vii) the rate at which, and the terms and conditions upon which, each class or series may be converted into another class or series of Units; (viii) the right of the

owners of each class or series to information about the Company, including limitations of the rights in Section 18-305 of the Delaware Act; and (ix) the right of each class or series to vote on Company matters, including matters relating to the rights, preferences, privileges, limitations, restrictions and/or obligations of such class or series, if any such class or series (or any holders thereof) is granted any voting rights.

Subject to Sections 4.3, 4.14 and 14.12 and any other applicable terms of this Agreement, the Board may amend this Agreement without the consent of any Member in order to effect the creation or issuance of Units or any class or series thereof and the granting of any such rights, preferences, privileges, limitations, restrictions and/or obligations pursuant to this Section 4.1 (so long as the relative rights, preferences, privileges, limitations and obligations of the applicable class of Preferred Units shall rank senior to the related rights, preferences, privileges, limitations, restrictions and/or obligations of such Units or any class or series thereof as set forth in this Section 4.1 and Section 4.3 and are not otherwise adversely affected).

Section 4.2. *Certificates*. The Interests and Units of the Members are and at all times shall remain uncertificated (and any certificate purporting to evidence any Interests or Units shall be null and void ab initio). The Interests and Units of the Members in the Company are not and shall not at any time be "securities" or "investment property" covered by Article 8 of the Uniform Commercial Code of the State of Delaware (or the Uniform Commercial Code of any other applicable jurisdiction). No Member, Manager or Officer of the Company will amend this Agreement to provide that the Interests or Units of the Members in the Company are "securities" or "investment property" governed by Article 8 of the Uniform Commercial Code or otherwise "opt in" to Article 8 of the Uniform Commercial Code.

Section 4.3. *Preferred Units*. The Preferred Units shall have the following rights, preferences and privileges:

(a) (i) The Senior Preferred Units shall rank senior to the Junior Preferred Units, the Common Units, Management Incentive Units, and any other class of Units or other Company Securities hereafter created (the Junior Preferred Units, the Common Units, Management Incentive Units, and such other classes of Units and other Company Securities, "**Junior Securities**"), and (ii) the Junior Preferred Units shall rank senior to all Common Units and Management Incentive Units and *pari passu* with or senior to all other Company Securities other than Senior Preferred Units, in each case as described in the proviso contained in the second sentence of Section 4.1(b), including as to Distributions, including the distribution of assets upon liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

(b) From and after the date of issuance, Distributions shall accrue on each Preferred Unit at the applicable Preferred Accumulating Distribution Rate (subject to the last sentence of this Section 4.3(b)) on the Preferred Accrued Amount. Distributions on each Preferred Unit shall be cumulative and shall accrue daily from and after the date of issuance, and, unless paid in cash on the applicable Quarterly Preferred Distribution Date

as provided below, shall be added to the Preferred Accrued Amount on each Quarterly Preferred Distribution Date. Distributions shall be calculated on the basis of the actual days elapsed in a year of 365 (or 366, as applicable) days. Subject to Section 4.14(a)(ii), all such Distributions, as applicable, shall, at the sole discretion of the Board (excluding, with respect to Distributions on the Senior Preferred Units, the Senior Preferred Managers), either, in whole or in part, (i) be paid in cash to the Preferred Members at the applicable Preferred Cash Distribution Rate, or (ii) be added to the Preferred Accrued Amount at the applicable Preferred Accumulating Distribution Rate, *provided*, *however*, that in the event that the Board (excluding, with respect to Distributions on the Senior Preferred Units, the Senior Preferred Managers) does not make an election with respect thereto, the Board shall be deemed to have elected to have such Distribution added to the Preferred Accrued Amount pursuant to the foregoing clause (ii).

(c) The Company shall give each Preferred Member at least 15 days' written notice prior to the occurrence of any Liquidation Event. Upon the occurrence of a Liquidation Event, (i) the Senior Preferred Members shall be entitled to be paid, with respect to the Senior Preferred Units then outstanding held by the Senior Preferred Members, out of the assets of the Company available for distribution to the Members, on a preferred basis prior and in preference to any Distribution to the Junior Preferred Members, the Common Unit Members or holders of any other Junior Securities of the Company, an amount in cash per Senior Preferred Unit equal to the greater of: (1) the amount such Senior Preferred Member would have received had such Senior Preferred Unit(s) been converted to Common Unit(s) at the then-applicable Conversion Price immediately prior to such Liquidation Event; and (2) the applicable Preferred Redemption Price; *provided*, *however*, that, in each case, the amount paid with respect to the Senior Preferred Units in the aggregate shall not be less than the Minimum MOIC; and (ii) the Junior Preferred Members shall be entitled to be paid, after payment in full has been made with respect to the Senior Preferred Units pursuant to the preceding clause (i), with respect to the Junior Preferred Units then outstanding held by the Junior Preferred Members, out of the assets of the Company available for distribution to the Members, on a preferred basis prior and in preference to any Distribution to the Common Unit Members or holders of any other Junior Securities of the Company, an amount in cash per Junior Preferred Unit equal to (1) if such Liquidation Event (which, for the avoidance of doubt, does not include any redemption of Company Securities) occurs on or prior to the second anniversary of the Effective Date, the Preferred Unit Purchase Price or (2) if such Liquidation Event (which, for the avoidance of doubt, does not include any redemption of Company Securities) occurs after the second anniversary of the Effective Date, 1.2 *multiplied by* the Preferred Unit Purchase Price, in each case in the case of this clause (ii) *plus* the Preferred Accrued Amount in respect of such Junior Preferred Units.

(d) If upon any such Liquidation Event, the assets of the Company available for distribution to the Company's Members shall be insufficient to pay the Senior Preferred Members the full amount to which they shall be entitled pursuant to the preceding sentence, then (x) the Senior Preferred Members shall be paid first with any distribution of the assets available for distribution and funds of the Company until the

payment in full of the Senior Preferred Units at the applicable Preferred Redemption Price, and after the payment in full of the Senior Preferred Units at the applicable Preferred Redemption Price, the Senior Preferred Members shall not be entitled to any further participation in any distribution of funds or assets by the Company in respect of such Senior Preferred Units and (y) after giving effect to the preceding clause (x), the Junior Preferred Members shall be paid first with any distribution of the remaining assets available for distribution and funds of the Company until the payment in full of the Junior Preferred Units at the applicable Preferred Redemption Price, and after the payment in full of the Junior Preferred Units at the applicable Preferred Redemption Price, the Junior Preferred Members shall not be entitled to any further participation in any distribution of funds or assets by the Company in respect of such Junior Preferred Units. If upon any such Liquidation Event, the assets of the Company available for distribution to the Company's Members (after payment to the Senior Preferred Members of the full amount to which they shall be entitled pursuant to the first sentence of this Section 4.3(c)) shall be insufficient to pay the Junior Preferred Members the full amount to which they shall be entitled pursuant to the first sentence of this Section 4.3(c), then the Junior Preferred Members shall be paid first with any distribution of the remaining assets available for distribution and funds of the Company until the payment in full of the Junior Preferred Units at the applicable Preferred Redemption Price, and after the payment in full of the Junior Preferred Units at the applicable Preferred Redemption Price, the Junior Preferred Members shall not be entitled to any further participation in any distribution of funds or assets by the Company in respect of such Junior Preferred Units. Any payments to the Senior Preferred Members pursuant to this Section 4.3(c) shall be made to the Senior Preferred Members, *pro rata* in accordance with the percentage of Senior Preferred Units held by the Senior Preferred Members. Any payments to the Junior Preferred Members pursuant to this Section 4.3(c) shall be made to the Junior Preferred Members, *pro rata* in accordance with the percentage of Junior Preferred Units held by the Junior Preferred Members. The Preferred Units shall be convertible into Common Units as follows:

(i) Optional Conversion of Preferred Units. At the option of the holder thereof, each Preferred Unit held by such holder shall be convertible, at any time or from time to time, into Common Unit(s) at the then-applicable Conversion Price. Each holder of Preferred Units who elects to convert the same into Common Units shall surrender the certificate or certificates therefor, if any, duly endorsed, at the office of the Company or any transfer agent for the Preferred Units, and shall give written notice to the Company at such office that such Member elects to convert the same and shall state therein the number of Preferred Units being converted. Thereupon, the Company shall promptly register such Member as the holder of the applicable number of Common Units. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of receipt by the Company of written notice of conversion, and the Member entitled to receive the Common Units issuable upon such conversion shall be treated for all purposes as the record holder of such Common Units on such date.

(ii) Automatic Conversion of Senior Preferred Units and Exercise of Warrants Upon Qualified Financing. All Senior Preferred Units will automatically be converted into Common Units at the then-applicable Conversion Price for Senior Preferred Units and all outstanding Warrants will automatically be exercised at the then-applicable exercise price as of immediately prior to the consummation of a Qualified Financing, subject to, in the case of a Qualified Financing that is a Qualified Public Offering or Qualified Acquisition Transaction, clause (A) below, or in the case of a Qualified Financing that is a Change of Control, clause (B) below; *provided, however*, that the Company shall consult with the holders of the Senior Preferred Units and Warrants in good faith and use reasonable best efforts to effect any Qualified Financing in a tax efficient manner for holders of the Senior Preferred Units and Warrants.

(A) If a Qualified Public Offering or Qualified Acquisition Transaction is consummated and (1) in the case of a Qualified Public Offering, the initial price per share to the public for the Company's common stock (or the common stock of any successor thereto or parent or holding company thereof) as set forth in the final prospectus for such Qualified Public Offering, or (2) in the case of a Qualified Acquisition Transaction, (x) the value of (I) the equity interests in the combined company issued at the consummation of the Qualified Acquisition Transaction to the equityholders of the Company (or any successor thereof or parent or holding company thereof) as of immediately prior to the Qualified Acquisition Transaction, as determined pursuant to definitive agreements entered into in connection with such Qualified Acquisition Transaction, *plus* (II) cash paid upon the consummation of the Qualified Acquisition Transaction to the equityholders of the Company (or any successor thereof or parent or holding company thereof) as of immediately prior to the consummation of the Qualified Acquisition Transaction, *divided by* (y) the number of shares of common stock to be outstanding on a fully diluted basis (pursuant to the definitive agreements and final prospectus (as applicable) relating to the Qualified Acquisition Transaction) immediately after giving effect to the Qualified Acquisition Transaction ((1) or (2), as applicable, the "**Listing Per Share Price**"), in each case is less than the then-applicable Target Adjusted Per Share Price, then immediately prior to the consummation of the Qualified Public Offering or Qualified Acquisition Transaction, as applicable, each Common Unit received upon conversion of the Senior Preferred Units (or share of common stock issued in respect thereof) shall be split by multiplying each such equity interest by an adjustment factor equal to the following formula:

C / P

C = the Target Adjusted Per Share Price

P = the Listing Per Share Price

Target Adjusted Per Share Price = Adjusted Aggregate MOIC *divided by* the aggregate number of Common Units receivable upon conversion of the Senior Preferred Units (or shares of common stock issuable in respect thereof).

Adjusted Aggregate MOIC = Minimum MOIC *minus* Common Value

Common Value = the number of Common Units received upon exercise of all outstanding Warrants (or common stock issued in respect thereof) *multiplied by* P

(B) In the case that a Qualified Financing is a Change of Control, the aggregate value of the consideration paid to Senior Preferred Members and holders of Warrants in respect of the Common Units received upon conversion of the Senior Preferred Units and upon exercise of the Warrants (or in each case the applicable consideration received in respect thereof pursuant to the Change of Control transaction) shall not be less than the Minimum MOIC.

For the avoidance of doubt, (i) only one (and not both) of clause (A) or clause (B) above shall apply to the applicable Qualified Financing and (ii) this Section 4.3(d)(ii) shall not apply to the Junior Preferred Units.

(iii) Automatic Conversion of Junior Preferred Units Upon Qualified Public Offering. All Junior Preferred Units will automatically be converted into Common Units at the then-applicable Conversion Price for Junior Preferred Units as of immediately prior to the consummation of a Qualified Public Offering. Except as provided in the preceding sentence, the Junior Preferred Units are not convertible into Common Units.

(iv) Conversion Price of Senior Preferred Units. Each Senior Preferred Unit shall be convertible into the number of Common Units which results from dividing (A) the Preferred Unit Purchase Price for such Senior Preferred Unit *by* (B) the applicable Conversion Price for such Senior Preferred Unit in effect at the time of conversion. The "**Conversion Price**" with respect to the Senior Preferred Units was initially $15.92 (as of September 2, 2021); *provided*, *however*, that (1) upon the occurrence of a Qualified Financing, the Conversion Price with respect to the Senior Preferred Units shall equal the lower of (x) the then-applicable Conversion Price for the Senior Preferred Units (without giving effect to this proviso) and (y) the price per Common Unit indicated in the Qualified Financing as reduced by the QF/MR Discount and (2) if no Qualified Financing has occurred at or prior to the time of a Senior Preferred Mandatory Redemption Event, the Conversion Price upon such Senior Preferred Mandatory Redemption Event shall equal the lower of (I) the then-applicable Conversion Price for the

Senior Preferred Units (without giving effect to this proviso) and (II) the price per Common Unit based on the then-applicable QF/MR Discount to the then fair market equity valuation of the Company on a fully diluted basis, as determined by a nationally recognized investment banking firm or other independent appraisal firm having experience in the industry and selected by mutual agreement of the Company and the holders of a majority of outstanding Senior Preferred Units.

The Conversion Price with respect to the Senior Preferred Units shall be subject to adjustment from time to time as provided below (and, for the avoidance of doubt, the Conversion Price with respect to the Senior Preferred Units shall be adjusted in accordance with Section 4.3(d)(viii) in connection with the issuance of Junior Preferred Units pursuant to the Junior Preferred Unit Subscription Agreement). Following each adjustment of such Conversion Price, such adjusted Conversion Price shall remain in effect until a further adjustment of such Conversion Price.

(v) Conversion Price of Junior Preferred Units. Each Junior Preferred Unit shall be convertible into the number of Common Units which results from dividing (A) the lesser of (x) the Preferred Accrued Amount with respect to such Junior Preferred Unit and (y) 1.2 *multiplied by* the Preferred Unit Purchase Price with respect to such Junior Preferred Unit *by* (B) the applicable Conversion Price for such Junior Preferred Unit in effect at the time of conversion. The "**Conversion Price**" with respect to the Junior Preferred Units shall initially be $14.38; *provided*, *however*, that upon the occurrence of a Qualified Public Offering, the Conversion Price with respect to the Junior Preferred Units shall equal the lower of (A) the then-applicable Conversion Price for the Junior Preferred Units (without giving effect to this proviso) and (B) the price per Common Unit indicated in the Qualified Public Offering.

The Conversion Price with respect to the Junior Preferred Units shall be subject to adjustment from time to time as provided below. Following each adjustment of such Conversion Price, such adjusted Conversion Price shall remain in effect until a further adjustment of such Conversion Price.

(vi) Treatment of Certain Distributions. If at any time or from time to time after the date hereof the Company makes a Distribution to the holders of the Common Units in each case payable in securities or other property of the Company, other than an event constituting an Qualified Financing, then in each such event the Members holding Preferred Units shall receive, simultaneously with the Distribution to the holders of Common Units, a Distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding Preferred Units had been converted into Common Units on the effective date of such event.

(vii) Adjustments to Conversion Price for Reorganizations or Mergers, etc.

(A) If at any time or from time to time after the date hereof there shall occur any reorganization, recapitalization, reclassification, consolidation, amalgamation, conversion, or merger involving the Company in which the Common Units (but not the Preferred Units) are converted or changed into or exchanged for securities, cash or other property (other than in connection with a Qualified Financing, a transaction covered by Section 4.3(d)(iv) or a Liquidation Event), then, following any such reorganization, recapitalization, reclassification, consolidation, amalgamation, conversion, or merger, each Preferred Unit shall thereafter be convertible in lieu of the Common Units into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the applicable number of Common Units issuable upon conversion of such Preferred Unit immediately prior to such reorganization, recapitalization, reclassification, consolidation, amalgamation, conversion, or merger would have been entitled to receive pursuant to such transaction. In any such case, appropriate adjustment (as reasonably determined in good faith by the Board) shall be made in the application of the provisions of this Section 4.3(d)(vii) with respect to the rights of the holders of the Preferred Units after the reorganization, recapitalization, reclassification, consolidation, amalgamation, conversion, or merger to the end that the provisions of this Section 4.3(d)(vii) (including adjustments to the Conversion Price for the Preferred Units and the securities, cash or other property issuable upon conversion of such Preferred Units) shall be applicable after that event and be as nearly equivalent to the provisions hereof as may be practicable and with respect to such other securities, cash or property by the terms thereof. This Section 4.3(d)(vii) shall similarly apply to successive reorganizations, recapitalizations, reclassifications, consolidations, amalgamations, conversions or mergers.

(B) If at any time or from time to time after the date hereof the Company shall, while any Preferred Units are outstanding, subdivide, combine, reclassify or split its outstanding Common Units into a greater or lesser number of Common Units (other than in connection with a Qualified Financing, a transaction covered by Section 4.3(d)(iv) or a Liquidation Event), the Conversion Price shall be adjusted by multiplying the Conversion Price in effect immediately prior to such subdivision, combination, reclassification or split by a fraction, (1) the numerator of which shall be the number of Common Units outstanding immediately prior to such subdivision, combination, reclassification or split, and (2) the denominator of which shall be the number of Common Units outstanding immediately after such subdivision, combination, reclassification or split.

(viii) Adjustment of Conversion Price for Dilutive Issuances. Upon the occurrence of a Dilutive Issuance, the Conversion Price for each Preferred Unit shall be reduced, concurrently with such Dilutive Issuance, to a price (calculated to the nearest cent) determined in accordance with the following formula.

$$CP2 = CP1* \ (A + B) \div (A + C).$$

For purposes of the foregoing formula, the following definitions shall apply:

A. "CP2" means the Conversion Price for the applicable Preferred Unit in effect immediately after the issue of Dilutive Units;

B. "CP1" means the Conversion Price for the applicable Preferred Unit in effect immediately prior to the issue of Dilutive Units;

C. "A" means the total number of Units outstanding prior to the Dilutive Issuance, on a Fully Diluted Basis, but not giving effect to any Company Securities being converted, exercised or exchanged in the Dilutive Issuance;

D. "B" means the number of Dilutive Units that would have been issued if such Dilutive Units had been issued at a price per unit equal to CP1 (determined by dividing the aggregate consideration received by the Company in respect of such issue by CP1); and

E. "C" means the number of Dilutive Units issued in such Dilutive Issuance.

(ix) Tax Treatment. It is intended that the conversion of the Preferred Units into Common Units will be treated as the exercise of a noncompensatory option within the meaning of Treasury Regulations Section 1.721-2(f). Consistent with such intention, upon the conversion of a Preferred Unit into Common Units the Company shall comply with the allocation provisions set forth in Treasury Regulations Sections 1.704-1(b)(2)(iv)(s) and 1.704-1(b)(4)(x) (including making any required "corrective" allocations in accordance with the Treasury Regulations).

(e) Optional Redemption.

(i) Subject to Section 4.14(a)(ii), the Company shall have the right to redeem (an "**Optional Preferred Redemption**"), in whole or in part, on a pro rata basis from all holders of any class of Preferred Units being redeemed, based on the number of Preferred Units of such class then held, Preferred Units of such class, for cash, at a redemption price per Preferred Unit of such class equal to the Preferred Redemption Price applicable to such class, on the date such redemption is consummated. The Company may exercise its redemption right under this Section 4.3(e)(i) by delivering to the applicable holder at the address for such

holder last shown on the records of the Company a written notice stating the Company's intention to exercise its redemption right, the number of the holder's Preferred Units to be redeemed, the date and time of such redemption (the "**Preferred Optional Redemption Date**") and the Preferred Redemption Price on the Preferred Optional Redemption Date, which shall not be sooner than ten (10) Business Days after the delivery of such notice; *provided* that, if the Company delivers such a notice to holders of Preferred Units, any such holder may, at any time prior to the applicable Preferred Optional Redemption Date, in lieu of such Preferred Units being redeemed, elect to convert such Preferred Units held by such holder into Common Units pursuant to and in accordance with Section 4.3(d)(i).

(ii) In the event the Company effects a Qualified Financing within 12 months of the date of effecting any Optional Preferred Redemption of any Senior Preferred Units, the Company shall (unless otherwise consented to in writing in advance by holders of 100% of the Senior Preferred Units), concurrently with the consummation of such Qualified Financing, pay (or cause to be paid) to each holder of a Senior Preferred Unit previously redeemed pursuant to an Optional Preferred Redemption during such 12-month period an amount, in cash, in respect of such optionally redeemed Senior Preferred Unit, equal to the excess (if any) of (A) the then-applicable Conversion Price (subject to clause (1) of the proviso to the second sentence of Section 4.3(d)(iii)) as of the date of such Qualified Financing (assuming that such optionally redeemed Senior Preferred Unit was outstanding on the date of such QF) over (B) the Preferred Redemption Price already paid to such holder in respect thereof.

(f) Senior Preferred Mandatory Redemption. Upon the occurrence of a Senior Preferred Mandatory Redemption Event, (i) all Senior Preferred Units will automatically be deemed to be converted to Common Units at the applicable Conversion Price, and all such Common Units will thereupon immediately be redeemed for cash at the applicable Conversion Price as of the Senior Preferred Mandatory Redemption Date, and (ii) at the option of the holder of any Warrants, such holder's Warrants will be deemed exercised for Common Units and each such Common Unit will be redeemed for cash at the applicable Conversion Price as of the Senior Preferred Mandatory Redemption Date; *provided*, *however*, that (A) the amount paid with respect to the Senior Preferred Units in the aggregate shall not be less than the Minimum MOIC, and (B) in determining whether the Minimum MOIC has been satisfied, the holders of Senior Preferred Units shall be deemed to have received in the aggregate the amount equal to the sum of (1) the aggregate amount payable pursuant to the preceding clause (i), *plus* (2) the aggregate amount payable pursuant to the preceding clause (ii) as if all holders of Warrants had exercised their warrants in full and all Common Units received upon exercise thereof had been redeemed in full as set forth in such clause (ii) and all such amounts had been paid solely to the Senior Preferred Members.

(g) The Company and each Member agrees (i) that the Preferred Units constitute an equity interest in a partnership for U.S. federal income tax purposes, and (ii) not to file any Tax return, report or declaration inconsistent with the foregoing except as required due to a "determination" within the meaning of Section 1313(a) of the Code.

(h) Notwithstanding anything in this Agreement to the contrary, no Preferred Member shall be required to fund additional capital to the Company.

Section 4.4. *Members*. The name and mailing address of each Member, the number of Common Units, Preferred Units, Warrants and Management Incentive Units owned by such Member and the Member's respective Percentage Interests as in effect from time to time shall be listed on Schedule A. The Secretary or other designated Officer shall be required to update Schedule A from time to time as necessary to reflect accurately any changes in address, the number of Common Units, Preferred Units, Warrants and Management Incentive Units held and the Percentage Interests of the Members and such updated Schedule A shall be provided to each Member on such Schedule A promptly after any such amendment. Any amendment of Schedule A made to reflect an action taken in accordance with this Agreement shall not be deemed an amendment to this Agreement. Any reference in this Agreement to Schedule A shall be deemed to be a reference to Schedule A as amended and in effect from time to time. No Person other than the Members listed on Schedule A as of the date hereof shall be deemed a Member of the Company hereunder or under the Delaware Act, whether or not such Person holds any Units, unless approved as such pursuant to the provisions of Article XII or XIV or added pursuant to Section 2.1(b).

Section 4.5. *Powers of Members*. The Members shall have the power to exercise any and all rights or powers granted to the Members pursuant to the express terms of this Agreement, including Section 4.14. Members shall not have the authority to bind the Company by virtue of their status as Members. Subject to Section 12.10, no Member shall have any right, power or duty, including the right to approve or vote on any matter, except as expressly required by this Agreement, the Delaware Act or other applicable law.

Section 4.6. *Member's Interest*. A Member's Interest shall for all purposes be personal property. No Member (or other holder of an Interest) shall have any interest in specific Company assets or property, including any assets or property contributed to the Company by such Member as part of any Capital Contribution.

Section 4.7. *Partition*. Each Member waives any and all rights that it may have to maintain an action for partition of the Company's property.

Section 4.8. *Cessation of Membership*. A Member shall cease to be a Member at the time such Member ceases to own any Interests in accordance with the terms of this Agreement.

Section 4.9. *Member Meetings*. Meetings of Members for such business as may be stated in the notice of the meeting, may be held at such date, time and place as is determined by the Board; *provided*, *however*, that to the extent any class of Preferred Members have a right to vote on matters at such meeting, notice of such meeting and of its purpose shall have been given to such Preferred Members in writing by facsimile, electronic mail or any other means of written communication at least two (2) Business Days prior to the date of such meeting unless such prior notice is waived in writing by Preferred Members holding a majority of the applicable class of Preferred Units outstanding.

Section 4.10. *Voting*. Each Member and holder of a Warrant entitled to vote in accordance with the terms of this Agreement may vote in person or by proxy. Except as may be otherwise provided in the Delaware Act, the Members and holders of Warrants shall be entitled to vote only on the matters expressly set forth herein and shall only be entitled to the other rights expressly set forth herein. Unless otherwise provided for by this Agreement, all matters to be decided by the Members and holders of Warrants shall be decided by the affirmative vote (or consent in writing) of Members and holders of Warrants representing at least a majority of the total Percentage Interests in the Company; *provided*, *however*, that the affirmative vote (or consent in writing) of Members holding at least a majority of the then outstanding (i) Senior Preferred Units shall be required with respect to any matter set forth in Section 4.14(a) and (ii) Junior Preferred Units shall be required with respect to any matter set forth in Section 4.14(b). For the avoidance of doubt, (a) the holders of Preferred Units shall be entitled to vote with respect to such Preferred Units on an as-converted basis, (b) the holders of Warrants shall be entitled to vote with respect to such Warrants on an as-exercised basis, and (c) the holders of Management Incentive Units that are not Vested Management Incentive Units will have no voting rights with respect to such Units.

Section 4.11. *Quorum*. Except as otherwise required by law or with respect to any matter set forth in Section 4.14, the presence, in person or by proxy, of Members and holders of Warrants representing at least a majority of the total Percentage Interests in the Company shall constitute a quorum at all meetings of the Members and holders of Warrants. In case a quorum shall not be present at any meeting, Members and holders of Warrants holding a majority of the Percentage Interests held by Members and holders of Warrants represented thereat, in person or by proxy, shall have the power to adjourn the meeting and call a new meeting in accordance with Section 4.9. For the avoidance of doubt, Preferred Units shall be taken into consideration (on an as-converted basis) and Warrants shall be taken into consideration (on an as-exercised basis) for purposes of determining whether a quorum is present at any meeting of Members. For the avoidance of doubt, Management Incentive Units that are not Vested Management Incentive Units shall not be taken into consideration for purposes of determining whether a quorum is present at any meeting of Members.

Section 4.12. *Notice of Meetings*. Subject to Section 4.9, written notice, stating the place, date and time of the meeting, shall be given to each Member, at such Member's

address as it appears on the records of the Company, not less than ten (10) Business Days before the date of the meeting (except that notice to any Member may be waived in writing by such Member).

Section 4.13. *Action Without a Meeting*. Any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by Members holding the amount of Percentage Interests as otherwise would be required to take such action at a meeting, notice of such action shall be given to those Members who have not so consented in writing to such action without a meeting and such written consent is filed with the minutes of proceedings of the Members.

Section 4.14. *Preferred Members Consent Rights*.

(a) Notwithstanding anything to the contrary in this Agreement, so long as there are any Senior Preferred Units outstanding, the Company shall not, and shall cause its Subsidiaries not to (directly or indirectly), without the approval (directly or by proxy) by vote or written consent of holders of at least a majority of the Senior Preferred Units:

(i) create, incur, guarantee or assume any Indebtedness in excess of $25,000,000 in the aggregate for the Company and its Subsidiaries, other than (A) any Indebtedness or guarantees secured or backed by assets of the Company or its Subsidiaries and incurred in the ordinary course of business, (B) Loan Securitizations or (C) Warehouse Facilities (for the avoidance of doubt, any Permitted Indebtedness that is not expressly included as an exception in clauses (A), (B) and (C) above shall be subject to the foregoing approval or written consent requirement);

(ii) issue any Preferred Units or other Company Securities that would rank senior to, or *pari passu* with, the Senior Preferred Units or redeem, repurchase or otherwise acquire any Company Securities, or declare or make distributions in respect of any Company Securities (other than: (A) Distributions on the Senior Preferred Units or paid-in-kind dividends or distributions on the Junior Preferred Units; (B) redemptions of the Senior Preferred Units contemplated hereby; (C) redemptions or repurchases of Common Units or Management Incentive Units issued prior to the date hereof using proceeds from any offering after the date hereof (including from the Subsequent Offering) in an amount in the aggregate not to exceed $50,000,000; *provided* that any redemptions or repurchases made pursuant to clause (G) of this paragraph shall concurrently reduce the amount available for redemptions or repurchases under this clause (C); (D) redemptions of Management Incentive Units pursuant to the applicable Company plan and/or agreements governing such Management Incentive Units; (E) issuances of Company Securities, the proceeds of which are used to redeem Senior Preferred Units in accordance with Section 4.3(e) if such redemption is a redemption in whole of the Senior Preferred Units); (F) issuances

of equity by the Company or a Subsidiary of the Company to a wholly-owned direct or indirect subsidiary of the Company); or (G) redemptions or repurchases of Common Units or Management Incentive Units that are, directly or indirectly, owned by Daniel Chu (beneficially or of record) using proceeds from the Subsequent Offering or any other offering after the date hereof for consideration not to exceed $10,000,000 in the aggregate for all such redemptions and repurchases);

(iii) consummate any acquisition, investment, disposition or joint venture transaction (including any Subsidiary equity sale) that would (A) constitute a Senior Preferred Mandatory Redemption Event in which the Senior Preferred Units are not redeemed in accordance with Section 4.3(f), or (B) either alone or in the aggregate with other such transactions would exceed $20,000,000 during the period between September 2, 2021 and the date of such transaction (unless the proceeds of the applicable transaction are used to redeem Senior Preferred Units in accordance with Section 4.3(e) if such redemption is a redemption in whole of the Senior Preferred Units);

(iv) increase or decrease the number of Managers that constitute the Board, except as provided in Section 5.1(c);

(v) amend any of the Governing Documents of the Company or its Subsidiaries (including this Agreement) to the extent such amendment would be adverse to the rights, preferences or privileges of the Senior Preferred Units (for the avoidance of doubt, amendments to Schedule A to reflect the Subsequent Offering shall not be deemed to be adverse);

(vi) initiate any Liquidation Event, Senior Preferred Mandatory Redemption Event or Qualified Financing that would not satisfy the Minimum MOIC;

(vii) discharge any liability on behalf of, or undertake any transactions with, any Related Party, except for (i) transactions in the ordinary course of business consistent with past practice, or (ii) transactions approved in writing by disinterested members of the Board, in each case upon fair and reasonable terms that are no less favorable to the Company than would be obtained in an arm's length transaction with a non-affiliate; *provided*, *however*, that no such transaction or series of transactions of the type contemplated in clause (i) above shall be for a value in excess of $500,000 in the aggregate in any Fiscal Year (excluding, for purposes of this proviso, reimbursements of business expenses in the ordinary course of business consistent with past practice and any Related Party transactions otherwise expressly permitted in this Agreement);

(viii) effectuate any Corporate Conversion or enter into any other transaction that would trigger an obligation for any Senior Preferred Member (or Affiliate thereof) to make any filing under the HSR Act;

(ix) permit any Subsidiary to pay any dividend or make any other distribution (in cash or other property) or to pay (in cash or other property) on account of or in redemption or other acquisition of any security of any Subsidiary, other than to the Company or a wholly owned Subsidiary of the Company; *provided, however,* that this clause shall not restrict any Subsidiary from paying a dividend or making a distribution (on behalf of the Company) that otherwise would be expressly permitted to be paid or made directly by the Company pursuant to this Agreement to any Member, to the extent and in satisfaction of an existing obligation of the Company to such Member; or

(x) authorize or issue any securities of a Subsidiary to any Person other than the Company or a wholly owned Subsidiary of the Company.

(b) Notwithstanding anything to the contrary in this Agreement, so long as there are any Junior Preferred Units outstanding, the Company shall not, and shall cause its Subsidiaries not to (directly or indirectly), without the approval (directly or by proxy) by vote or written consent of holders of at least a majority of the Junior Preferred Units:

(i) amend any of the Governing Documents of the Company or its Subsidiaries (including this Agreement) to the extent such amendment would be adverse to the rights, preferences or privileges of the Junior Preferred Units (for the avoidance of doubt, amendments to Schedule A to reflect the Subsequent Offering shall not be deemed to be adverse); or

(ii) increase or decrease the number of Junior Preferred Securities (other than as a result of an adjustment required by this Agreement or pursuant to the issuance of Junior Preferred Units in the Subsequent Offering).

(c) The Company shall provide the holders of Preferred Units prompt written notice if the Company or any Subsidiary of the Company (including a significant Subsidiary for which such event constitutes a Bankruptcy Event) (i) becomes the subject of any bankruptcy or insolvency proceeding, (ii) has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or (iii) has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment.

(d) The Company agrees with the Senior Preferred Members that it shall comply with the provisions of Annex A. For the avoidance of doubt, this Section 4.14(d) and the matters set forth in Annex A are for the benefit of, and only enforceable by, the Senior Preferred Members.

ARTICLE V
MANAGEMENT

Section 5.1. *Board of Managers*.

(a) The business and affairs of the Company shall be managed by or under the direction of a Board of Managers (the "**Board**"). Subject to Section 5.1(c), the Board shall be made up of eight members (each a "**Manager**"), (i) one of which shall be designated by Ganas Investors ("**Ganas Manager**") for so long as Ganas Investors remains a Member, (ii) two of which shall be designated by Members holding a majority of the Senior Preferred Units ("**Senior Preferred Managers**"), and (iii) the remaining Managers shall be designated by holders of at least a majority of the total Percentage Interests in the Company; *provided*, *however*, one such Manager shall be a Person who is not employed by or consultants to the Company or Ganas Investors or any of their respective Affiliates and who do not serve on the boards or other governing bodies of Ganas Investors or any of its Affiliates. The mailing address of the Person designated as a Manager is set forth in Schedule 5.1 attached hereto.

(b) Each Manager shall hold office (i) until his or her successor is designated by (A) with respect to the Ganas Manager or the Senior Preferred Managers, the nominating Member or Members of such Manager and (B) with respect to any other Manager, holders of at least a majority of the total Percentage Interests in the Company or (ii) until such Manager's earlier death, resignation or removal. Any Manager may be removed, with or without cause, and replaced at any time only by (1) with respect to the Ganas Manager or the Senior Preferred Managers, the nominating Member or Members of such Manager and (2) with respect to any other Manager, holders of at least a majority of the total Percentage Interests in the Company. Managers need not be Members.

(c) In the case of (i) a breach by the Company of any of Sections 4.14(a)(i)-(vi) (inclusive) that the Company fails to cure within 20 Business Days of receipt of written notification of such breach, (ii) following delivery of a Sale Notice, a failure to satisfy clause (i) or (ii) of the definition of Sale Demand Failure, (iii) the occurrence of a Bankruptcy Event, or (iv) a breach of the next sentence of this Section 5.1(c), the number of Managers constituting the Board will be automatically increased by such number to cause designees of the holders of a majority of the Senior Preferred Units then outstanding to constitute the majority of the Managers constituting the Board (each, a "**Senior Preferred Board Majority Trigger**"); *provided*, *however*, that immediately at such time as the event or matter giving rise to the Senior Preferred Board Majority Trigger has been cured, remedied or ceases to exist (including after any applicable cure period set forth above), the number of Managers constituting the Board shall be automatically be reduced to the number of Managers that constituted the Board prior to giving effect to the Senior Preferred Board Majority Trigger and the Managers appointed following such Senior Preferred Board Majority Trigger (including any of their successors) shall automatically be removed from the Board. Promptly (but in any event within five (5) Business Days) upon any officer of the Company or any Subsidiary becoming aware of any event or matter giving rise a Senior Preferred Board Majority Trigger, the Company shall give written notice thereof to the Senior Preferred Members.

Section 5.2. *Powers*. The Board shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise.

Section 5.3. *Meetings of the Board*. The Board may hold meetings, both regular and special, within or outside the State of Delaware. Except as provided in this paragraph, regular meetings of the Board may be held at such time and at such place as shall from time to time be determined by the Board; *provided*, *however*, subject to Section 5.4, notice of such meeting and of its purpose shall have been given to each Manager, and such notice must be given in writing by facsimile, electronic mail or any other means of written communication at least one (1) Business Day prior to the date of such meeting unless such prior notice is waived in writing by the applicable Manager. Special meetings of the Board may be called by the Chief Executive Officer, the Chairman or the President at any time. The Chief Executive Officer, the Chairman, the President or the Secretary shall call a special meeting of the Board upon the written request of any Manager. A special meeting shall be held at such time and place as may be designated by the person or persons calling the meeting. The person or persons calling such special meeting shall cause such notice of the meeting and of its purpose to be given to each Manager, and such notice must be given in writing by facsimile, electronic mail or any other means of written communication at least one (1) Business Day prior to the date of such meeting unless such prior notice is waived in writing by the applicable Manager.

Section 5.4. *Quorum; Acts of the Board*.

(a) Subject to the provisions of the third sentence of this Section 5.4(a), at all meetings of the Board, a majority of the Managers then in office shall constitute a quorum for the transaction of business and, except as otherwise provided in this Agreement, the act of a majority of the Managers (with each Manager having the right to exercise one vote) shall be the act of the Board; *provided*, *however*, that there shall not be a quorum unless at least one Senior Preferred Manager is present at such meeting; *provided further*, *however*, that, notwithstanding the foregoing proviso, if a quorum is not present at any meeting of the Board due solely to the absence of a Senior Preferred Manager, then the Board may, in accordance with the next sentence, adjourn the meeting and call a new meeting to be no held no earlier than one (1) Business Day following such adjourned meeting and at such new meeting, a majority of the Managers then in office shall constitute a quorum, whether or not any Senior Preferred Manager is present. Except as set forth in the preceding sentence, if a quorum shall not be present at any meeting of the Board, the Managers present at such meeting may adjourn the meeting and call a new meeting in accordance with Section 5.3. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting upon unanimous written consent thereto in writing; *provided*, *however*, that if a proposed action by written consent is delivered to the Board or applicable committee thereof and the Senior Preferred Managers thereto do not consent in writing for any reason within 24 hours thereafter, the Board may call a meeting for the approval of such

action to be held at least 24 hours after the expiration of the initial 24 hour consent period, which meeting shall not require that a Senior Preferred Manager is present to establish quorum; *provided, further*, that if the Senior Preferred Managers affirmatively indicate they will not sign such written consent, the Board may call a meeting for the approval of such action immediately or at any other time, with no restrictions on timing, which meeting shall not require that a Senior Preferred Manager is present to establish quorum. All written consents will be filed with the books and records of the Company.

(b) Except as otherwise set forth herein, the approval of the Board shall be required for all matters required by law and not otherwise in the ordinary course of business or expressly delegated by the Board to Officers or other authorized Persons.

Section 5.5. *Electronic Communications*. Members of the Board, or any committee designated by the Board, may participate in meetings of the Board, or any committee, by means of telephone or video conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone or video conference or similar communications equipment, the meeting shall be deemed to be held at the principal place of business of the Company.

Section 5.6. *Vacancies*. Any vacancy caused by the death, removal or resignation of any Manager shall be filled by (a) with respect to the death, removal or resignation of the Ganas Manager or the Senior Preferred Managers, the nominating Member or Members of such Manager, and (b) with respect to the death, removal or resignation of any other Manager, holders of at least a majority of the total Percentage Interests in the Company. Any Manager so designated shall hold office until his or her successor is designated or until such Manager's earlier death, resignation or removal.

Section 5.7. *Committees of Managers*.

(a) The Board may designate one or more committees, each committee to consist of two or more of the Managers of the Company. The Board may designate one or more Managers as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. All Managers appointed by the Board to any committee shall serve at the pleasure of the Board, and may be removed from such committee, with or without cause, by the Board. All committees designated by the Board may be dissolved by the Board. Each committee shall at all times include as closely as practicable a proportionate number of Senior Preferred Managers (based on the number of Senior Preferred Managers relative to the total number of Managers constituting the Board), and in any event shall always include at least one Senior Preferred Manager.

(b) In the absence or disqualification of a member of a committee, subject to the last sentence of Section 5.7(a), the Board may appoint another member of the Board

to fill any committee vacancy or act at the meeting in the place of any such absent or disqualified member.

(c) Any such committee, to the extent provided by resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board. Each committee shall keep regular minutes of its meetings and report the same to the Board when required. Unless otherwise directed by the Board, all committees shall determine their own organization, procedures and times and places of meetings; *provided*, *however*, notice of any meeting and of its purpose shall have been given to each Manager on such committee, and such notice must be given in writing by facsimile, electronic mail or any other means of written communication at least one (1) Business Day prior to the date of such meeting unless such prior notice is waived in writing by the applicable Manager.

(d) The Board may appoint from among its members an Executive Committee which, except as specifically limited by the Board, shall have all the powers and may exercise all the authority of the Board during the intervals between meetings of the Board subject to the terms and limitations of Section 5.7(a), Section 5.7(b), and Section 5.7(c). All acts done and powers conferred by the Executive Committee shall be deemed to be, and may be certified as being, done or conferred under the authority of the Board.

Section 5.8. *Compensation of Managers; Expenses*. Each Manager who does not receive a salary from the Company or any Affiliate thereof shall be entitled to such compensation as the Board shall determine for his or her service upon the Board and any of its committees, for his or her attendance at meetings of the Board and any of its committees and for his or her expenses incident thereto; *provided*, *however*, the Senior Preferred Managers and the Senior Preferred Observers shall be entitled to such reimbursements of his or her fees and expenses as set forth in Section 11.5. No such payment shall preclude any Manager from serving the Company or any Affiliate thereof in any other capacity and receiving compensation therefor. Managers shall be entitled to such compensation, as the Board shall determine, for services rendered to the Company or any Affiliate thereof in any capacity other than as Managers.

Section 5.9. *Resignation of Managers*. Any Manager may resign from the Board by submitting his or her resignation in writing to the Chief Executive Officer, the Chairman, the President or the Secretary, with a copy to the other Managers. Such resignation shall become effective upon its submission or at any later time specified in such resignation.

Section 5.10. *Managers Not Agents*. Except as specifically provided in this Agreement, no Manager shall have the authority to bind the Company in his or her individual capacity. Except as otherwise provided in this Agreement, any and all actions of the Board must be taken at a duly authorized meeting of the Board or upon a unanimous written consent of the Managers in accordance with Section 5.4(a).

Section 5.11. *Other Activities*. Members of the Board and the Members (but excluding any Member or Manager that is an Officer or an employee of the Company and excluding their respective Affiliates) may engage or invest in, and devote their time to, any other business venture or activity of any nature and description (independently or with others), whether or not such other activity may be deemed or construed to be in competition with the Company. Neither the Company nor any Member shall have any right by virtue of this Agreement or the relationship created hereby in or to such other venture or activity of members of the Board or any other Member (or to the income or proceeds derived therefrom), and the pursuit thereof, shall not be deemed wrongful or improper, except for ventures or activities of any Member or Manager that is an Officer or an employee of the Company and of their respective Affiliates. Notwithstanding the foregoing, the Board shall devote such time to the Company as is reasonably necessary for the proper performance of its obligations and duties hereunder. The obligations of any employee member of the Board set forth in his or her employment agreement shall be in addition to and not in limitation or replacement of the foregoing obligations.

Section 5.12. *Officers*. The Officers of the Company shall be chosen by the Board or such other Person as delegated such responsibility by the Board or as otherwise provided herein. Any number of offices may be held by the same person. Each Officer shall hold office until his or her successor is elected and qualified or until such Officer's earlier resignation or removal. Any Officer may resign at any time by submitting his or her resignation in writing to the Chief Executive Officer, the Chairman, the President or the Secretary. The Board shall fix the compensation of the Officers as the Board may deem appropriate, and it may award additional compensation to any Officer, agent or employee of the Company for any year or years based upon the performance of that person during any such period, the success of the operations of the Company thereof during any such period or any other reason deemed appropriate. Unless the Board shall otherwise direct, the Chief Executive Officer or his delegate shall fix the compensation of all other Officers, agents or employees of the Company. Any Officer, agent or employee elected or appointed by the Board may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board. Any vacancy occurring in any office of the Company shall be filled by the Board or such other Person as delegated such responsibility by the Board.

Section 5.13. *Chief Executive Officer*. The Board shall appoint a Chief Executive Officer. He or she shall be the chief executive officer of the Company and shall have general executive powers concerning all the operations and business of the Company. Subject to Section 5.4, the Chief Executive Officer shall have and exercise such further powers and duties as may be conferred upon, or assigned to, him or her by the Board, and he or she may delegate to any other Officer such executive and other powers and duties as he or she deems advisable. In the event of the absence or disability of the Chief Executive Officer, any other Officer of the Company designated by the Board shall exercise all other powers and authority of the Chief Executive Officer.

Section 5.14. *Chairman*. The Board shall appoint one of its members to be Chairman. The Chairman shall preside at all meetings of the Board. In the event of the absence or disability of the Chairman, any other Manager designated by the Board shall preside at all meetings of the Board and shall exercise all other powers and authority of the Chairman. Subject to Section 5.4, the Chairman shall have such further powers and duties as may be conferred upon, or assigned to, him or her by the Board. Unless otherwise specified, the Chairman shall not be considered an employee of the Company.

Section 5.15. *President*. The Board shall appoint a President. Subject to Section 5.4, the President shall have such powers and duties as may be conferred upon, or assigned to, him or her by the Board or the Chief Executive Officer.

Section 5.16. *Senior Officers*. The Board may appoint one or more senior Officers of the Company, any of whom may be designated as Vice Chairmen or as executive, senior, group or administrative vice presidents or given any other descriptive titles. Subject to Section 5.4, each senior Officer shall have and exercise such powers and duties as may be conferred upon, or assigned to, him or her by the Board or the Chief Executive Officer.

Section 5.17. *Secretary; Assistant Secretaries*. The Board shall appoint a Secretary. The Secretary shall act as secretary of all meetings of the Board, the Executive Committee and any other committee of the Board, and he or she shall keep minutes of all such meetings. He or she shall give such notice of the meetings as is required by this Agreement. He or she shall be the custodian of the minute book and all other general company records. He or she shall be the custodian of the Company seal, if any, and shall have the power to affix and attest the same, and he or she may delegate such power to one or more Officers, employees or agents of the Company. He or she shall have and exercise such further powers and duties as may be conferred upon, or assigned to, him or her by the Board or the Chief Executive Officer. The Board or the Chief Executive Officer may appoint one or more Assistant Secretaries who shall assist the Secretary in the performance of his or her duties. At the direction of the Secretary or in the event of his or her absence or disability, an Assistant Secretary shall perform the duties of the Secretary. Subject to Section 5.4, each Assistant Secretary shall have and exercise such further powers and duties as may be conferred upon, or assigned to, him or her by the Board, the Chief Executive Officer or the Secretary.

Section 5.18. *Treasurer; Assistant Treasurers*. The Board shall appoint a Treasurer. Subject to Section 5.4, the Treasurer shall have and exercise such powers and duties as may be conferred upon, or assigned to, him or her by the Board or the Chief Executive Officer. The Board or the Chief Executive Officer may appoint one or more Assistant Treasurers who shall assist the Treasurer in the performance of his or her duties. At the direction of the Treasurer or in the event of his or her absence or disability, an Assistant Treasurer shall perform the duties of the Treasurer. Subject to Section 5.4, each Assistant Treasurer shall have and exercise such further powers and duties as may be conferred upon, or assigned to, him by the Board, the Chief Executive Officer or the Treasurer.

Section 5.19. *Other Officers*. The Board, or its delegate, may appoint or hire such additional Officers of the Company, who may be designated as vice chairman, vice presidents, assistant vice presidents, officers, assistant officers, or given any other descriptive titles, and may hire such additional employees as it, he or she may deem necessary or desirable to transact the business of the Company, and the Board or such delegate may establish the conditions of employment of any of the persons mentioned above and may fix their compensation and dismiss them. Subject to Section 5.4, such persons shall, respectively, have and exercise such powers and duties as pertain to their several offices or as may be conferred upon, or assigned to, them by the appropriate appointing authority. Notwithstanding the foregoing, no person appointed pursuant to this Section 5.19 shall be deemed an "Officer" for purposes of this Agreement unless such designation is specifically referenced at the time such person is appointed or hired.

Section 5.20. *Officers as Agents; Acts of Officers*.

(a) The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Board not inconsistent with this Agreement (including Section 4.14 and Section 5.4), are agents of the Company for the purpose of the Company's business and the actions of the Officers taken in accordance with such powers shall bind the Company.

(b) Subject to the provisions of Annex A and Section 4.14, the Officers shall have the express authority to make the following decisions or take the following acts on behalf of the Company or any of its direct or indirect subsidiaries without the prior approval of the Board:

(i) obligate or cause such entity to enter into, amend or modify any credit facility or otherwise incur any indebtedness for borrowed money (or increase the maximum amount that may be borrowed under any existing credit facility) that, combined with the amount of all other credit facilities or indebtedness for borrowed money entered into, amended or modified during the calendar year for which Board approval was not otherwise obtained do not exceed $625,000 in any year or result in aggregate indebtedness of more than $1,500,000, *provided* that the borrowing of funds under committed lines of credit approved by the Board to fund the working capital needs of the Company or to fund expenditures authorized in any applicable annual operating budget shall not count toward such dollar limitation and *provided further* that the borrowing of funds under existing debt facilities that were previously approved by the Board shall not require approval of the Board if such debt continues to constitute Permitted Indebtedness;

(ii) cause such entity to make or enter into any transaction or series of related transactions for the acquisition and/or disposition of assets or property or the expansion of existing assets or properties that involves a total purchase price or cost that, combined with the purchase price or cost of all other acquisitions

and/or dispositions during the calendar year for which approval of the Board was not otherwise obtained are less than or equal to $1,750,000 in aggregate;

(iii) engage attorneys, accountants, brokers, agents and advisors for all corporate purposes (in consultation with the Board if the transaction for which such professional is being engaged requires Board approval);

(iv) obtain insurance (other than D&O Insurance) of the types and in amounts that are prudent and customary relative to such entity's assets and operations;

(v) control matters affecting the rights and obligations of such entity, including the conduct of any litigation or arbitration proceedings and incurring of legal expenses and the settlement of claims, arbitration proceedings and litigation (with settlement of any litigation or arbitration proceeding which requires the payment by such Company entity of an amount in excess of $625,000 requiring approval of the Board);

(vi) obligate or cause such entity to open, maintain and close banking and custodial accounts;

(vii) represent any of such entities before any Governmental Authority or regulatory agency and to make all necessary or appropriate filings before such authority or agency;

(viii) obligate or cause such entity to approve, enter into or amend contracts that do not otherwise require approval of the Board; and

(ix) take any actions in the ordinary course of business and such other actions as deemed by the Chief Executive Officer or any other Officer of the Company to be necessary and advisable to carry out the affairs of such entities described in clauses (i) through (viii) above, in any case except to the extent any such actions require the approval of the Board as set forth in this Article V or pursuant to relevant provisions of Delaware law.

Section 5.21. *Board Observer*. The Members agree that the Members holding a majority of the Senior Preferred Units, collectively, shall have the right to appoint two observers (the "**Senior Preferred Observers**") to the Board or similar governing body, and any committees of the Board or similar governing body, of the Company and of any Subsidiary. The Senior Preferred Observers shall be entitled to attend (or at the option of the Senior Preferred Observers, monitor by telephone or other electronic meeting method) or, in the case of meeting held telephonically or by other electronic meeting method, join, each meeting of such board or committee, but shall not be entitled to vote on, or consent to or otherwise approve any activity or policy taken or adopted at such meeting and the Company or Subsidiary shall not be under any obligation any obligation to take any action with respect to any proposals made or advice furnished by any Senior

Preferred Observer. The Senior Preferred Observers shall receive all reports, meeting materials, notices, written consents, and other materials, including consents in lieu of meetings as and when provided to the members of the Board, or committees of the Board, of the Company and the board of directors or similar governing body, or committees of the board of directors or similar governing body, of any Subsidiary.

Notwithstanding the foregoing, the Senior Preferred Observers may be excluded from any portion of any such meeting or from receiving any portion of board or committee materials to the extent (a) reasonably necessary to preserve legal privilege, or (b) relating to an actual or potential transaction with respect which any Senior Preferred Manager has recused himself or herself from such meeting on the basis of an actual or potential conflict of interest in connection therewith (it being understood that if a Senior Preferred Observer's right to attend a meeting of the Board, or any committee of the Board, of the Company or the board of directors or similar governing body, or any committee of the board of directors or similar governing body, of any Subsidiary is limited pursuant to this provision, such entity shall, to the extent practicable, notify the Senior Preferred Members of such limitation sufficiently in advance to avoid unnecessary travel to such meeting by such Senior Preferred Observer).

For the avoidance of doubt, in no event shall the Senior Preferred Observers have any fiduciary duties or be considered or deemed to be a director of the Company or any Subsidiary or be required to be present for the purposes of a quorum. The Company shall reimburse the Senior Preferred Observers for the reasonable and documented out-of-pocket travel expenses incurred by the Senior Preferred Observers in connection with the attendance at, or participation in, meetings attended in person by the Senior Preferred Observers. The Senior Preferred Observers, in their capacities as observers to the Board or similar governing body of the Company or any Subsidiary, shall have a duty of confidentiality to the Company and any such Subsidiaries comparable to the duty of confidentiality of any member of the Board or similar governing body of the Company or such Subsidiary.

ARTICLE VI
CAPITAL ACCOUNTS

Section 6.1. *Capital Contributions*.

(a) Prior to the date of the Original Limited Liability Company Agreement, the Original Member made the Capital Contribution to the Company required to be made by it under the terms of the Original Limited Liability Company Agreement. On September 2, 2021, the Senior Preferred Members made the Capital Contributions to the Company required to be made by them under the terms of the Existing Limited Liability Company Agreement. As of the Effective Date or the applicable date on which a Junior Preferred Member purchases Junior Preferred Units, each other Member made or will make the Capital Contributions in cash or other consideration to the Company set forth opposite its name on Schedule A under the column "Capital Contributions" (each, a "**Member**

Capital Contribution" and collectively, the "**Member Capital Contributions**"), which Schedule A shall be updated after the Subsequent Offering.

(b) The number of Common Units, Preferred Units, Management Incentive Units and the Percentage Interests of each Member following the Member Capital Contributions is set forth on Schedule A.

Section 6.2. *Status of Capital Contributions*.

(a) No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account or otherwise in its capacity as a Member, except as otherwise specifically provided in this Agreement with respect to allocations and Distributions.

(b) Except as otherwise expressly provided herein and by the Delaware Act, the Members shall be liable only to make their Member Capital Contributions pursuant to Section 6.1, and no Member shall be required to make any additional Capital Contributions to the Company. Other than as provided herein or under the Delaware Act, no Member shall have any personal liability for the payment of any Capital Contribution of any other Member.

Section 6.3. *Capital Accounts*.

(a) An individual Capital Account shall be established and maintained for each Member.

(b) The Capital Account of each Member shall be maintained in accordance with the following provisions:

(i) To each Member's Capital Account there shall be credited (A) the amount of money contributed by that Member to the Company, (B) the gross Fair Market Value of property contributed by that Member to the Company (net of liabilities secured by the contributed property that the Company is considered to assume or take subject to under Section 752 of the Code), (C) the amount of any item of income or gain allocated to such Member under Section 7.1, and (D) in the case of a Member receiving an Interest described in Proposed Treasury Regulation Section 1.721-1(b)(3), or any successor provision, the amount included in the Member's compensation income under Section 83(a), 83(b) or 83(d)(2) of the Code;

(ii) To each Member's Capital Account there shall be debited (A) the amount of money distributed to that Member by the Company, (B) the gross Fair Market Value of property distributed to that Member by the Company (net of liabilities secured by the distributed property that the Member is considered to assume or take subject to under Section 752 of the Code), and (C) the amount of any deduction or loss allocated to such Member under Section 7.1.

(c) On the transfer of all or part of a Member's Units, the Capital Account of the transferor that is attributable to the transferred Interest shall carry over to the transferee Member in accordance with the provisions of Treasury Regulation Section 1.704- 1(b)(2)(iv)(l).

(d) In determining the amount of any liability for purposes of paragraphs (b)(i) and (b)(ii) of this Section 6.3, there shall be taken into account Section 752(c) of the Code and any other applicable provisions of the Code and Treasury Regulations.

(e) The foregoing provisions and other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the Board shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or any of its Members), are computed in order to comply with such Treasury Regulations, the Board may make modifications, *provided* that such modifications shall be made in a manner that does not alter any Member's right to Distributions pursuant to Article VIII or Article XIII.

Section 6.4. *Advances*. If any Member shall (subject, for the avoidance of doubt, to Section 4.14) advance any funds to the Company in excess of its Capital Contributions, the amount of such advance shall neither increase its Capital Account nor entitle it to any increase in its share of the Distributions of the Company. The amount of any such advance shall be a debt obligation of the Company to such Member and shall be repaid to it by the Company with such interest rate, conditions and terms as mutually agreed upon by such Member and the Board. Any such advance shall be payable and collectible only out of Company assets, and the other Members shall not be personally obligated to repay any part thereof. No Person who makes any loan to the Company shall have or acquire, as a result of making such loan, any direct or indirect interest in the profits, capital or property of the Company, other than as a creditor.

Section 6.5. *Management Incentive Units*.

(a) From time to time, the Board shall have the power and discretion to approve (i) the issuance of Units (all such units, "**Management Incentive Units**" and any such Units, a "**Management Incentive Unit**") to any Manager, director, employee, Officer, consultant or other service provider of the Company or any of its direct or indirect subsidiaries (each such person, a "**Management Member**"), (ii) which Management Members shall be offered and issued Management Incentive Units, (iii) the number of Management Incentive Units to be offered and issued to each Management Member and (iv) the purchase price and other terms and conditions with respect thereto. In connection with any approved issuance of Management Incentive Units to a Management Member hereunder, such Management Member, if not a Member on the date of such issuance, shall execute a counterpart to this Agreement, accepting and agreeing to be bound by all terms and conditions hereof, and shall enter into such other documents and instruments to

effect such purchase (including a Management Incentive Unit Agreement) as are required by the Board.

(b) The provisions of this Section 6.5 are designed to provide incentives to Managers, directors, employees, Officers or consultants of the Company or its direct or indirect subsidiaries. This Section 6.5, together with the other terms of this Agreement and the Management Incentive Unit Agreements relating to Management Incentive Units, are intended to be a compensatory benefit plan within the meaning of Rule 701 of the Securities Act, and, unless and until the Company's Interests are publicly traded, the issuance of Management Incentive Units are, to the extent permitted by applicable federal securities laws, intended to qualify for the exemption from registration under Rule 701 of the Securities Act.

(c) On the date of each grant of Management Incentive Units to a Management Member, the Board will establish (and document in the applicable Management Incentive Unit Agreement) the "Participation Threshold" amount with respect to each such Management Incentive Unit granted on such date. The Participation Threshold for Management Incentive Units shall mean an amount equal to the Liquidation Value of the Company as of the date of issuance; *provided*, *however*, the Participation Threshold shall not be less than zero dollars ($0). The grant of Management Incentive Units that is intended to constitute a Profits Interest to a Management Member is intended to comply with Rev. Proc. 93-27, 1993-2 CB 343 (1993) and Rev. Proc. 2001-43, 2001-2 CB 191 (2001) and shall be interpreted consistently therewith. Immediately upon receipt of Management Incentive Units, the Management Member will have no initial Capital Account balance and Management Incentive Units received shall not entitle such Management Member to any portion of the capital of the Company at the time of such Management Member's admission to the Company as a Member, such that if the Company's assets were sold at Fair Market Value immediately after the grant to such Management Member of Management Incentive Units and the proceeds distributed in complete liquidation of the Company, the Management Incentive Units so received would entitle such Management Member to receive no share of those proceeds. In connection with any issuance of Management Incentive Units, the Capital Accounts of the then existing Members shall be adjusted to reflect the Liquidation Value.

(d) In the event of any Distribution pursuant to Section 8.1, the Participation Threshold of each Management Incentive Unit outstanding at the time of such Distribution shall be reduced (but not below zero) by the amount of such Distribution.

(e) The Management Incentive Units issued to any Management Member shall become vested in accordance with the vesting schedule set forth in the relevant Management Incentive Unit Agreement or, in the absence of a Management Incentive Unit Agreement, as otherwise determined by the Board in connection with the issuance of such Management Incentive Units. Management Incentive Units that are vested per such vesting schedule or by the Board, are referred to herein as "**Vested Management Incentive Units**."

(f) By executing this Agreement, each Member authorizes and directs the Company to elect to have the "Safe Harbor" described in the proposed Revenue Procedure set forth in Internal Revenue Service Notice 2005-43 (the "**IRS Notice**") apply to any Interest in the Company transferred to a service provider by the Company on or after the effective date of such Revenue Procedure in connection with services provided to the Company. For purposes of making such Safe Harbor election, the Tax Matters Partner is hereby designated as the "member who has responsibility for federal income tax reporting" by the Company and, accordingly, execution of such Safe Harbor election by the Tax Matters Partner constitutes execution of a "Safe Harbor Election" in accordance with Section 3.03(1) of the IRS Notice. The Company and each Member hereby agree to comply with all requirements of the Safe Harbor described in the IRS Notice, including the requirement that each Member shall prepare and file all federal income tax returns reporting the income tax effects of each "Safe Harbor Partnership Interest" issued by the Company in a manner consistent with the requirements of the IRS Notice. A Member's obligations to comply with the requirements of this Section 6.5(f), shall survive such Member's ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up the Company, and, for purposes of this Section 6.5(f), the Company shall be treated as continuing in existence.

ARTICLE VII
ALLOCATIONS

Section 7.1. *Allocations of Profits and Losses*.

(a) General Application. For each Fiscal Year (or other allocation period), after giving effect to Section 7.2, the rules set forth below in Section 7.1(b) shall apply for the purpose of determining each Member's allocable share of the items of income, gain, loss and expense of the Company composing Profits and Losses of the Company for such Fiscal Year (or other allocation period), determining special allocations of other items of income, gain, loss and expense, and adjusting the balance of each Member's Capital Account to reflect the aforementioned general and special allocations. For each Fiscal Year (or other allocation period), the special allocations of Section 7.2 shall be made immediately prior to the general allocations of Section 7.1(b).

(b) General Allocations.

(i) *Capital Event Allocations.* For any Fiscal Year (or other allocation period), Profits or Losses (and, if necessary, gross items of income, gain, loss and deduction) resulting from a Capital Event shall be allocated among the Members in such manner that, as of the end of such Fiscal Year (or other allocation period) and to the greatest extent possible, the Capital Account of each Member shall be equal to the respective net amount, positive or negative, that would be distributed to such Member from the Company or for which such Member would be liable to the Company under this Agreement, determined as if, on the last day of such Fiscal Year (or other allocation period), the Company were to (A) liquidate the

assets of the Company for cash at their Gross Asset Value (determined according to the rules of Treasury Regulations Section 1.704-1(b)(2)(iv)), (B) all Company liabilities were satisfied (limited with respect to each nonrecourse liability within the meaning of Treasury Regulation Section 1.704-2(b)(3) to the Gross Asset Value of the assets securing such liability), and (C) distribute the remaining proceeds in liquidation in accordance with Section 13.3, *minus* the sum of (x) the amount, if any, that such Member would be obligated to contribute to the Company immediately after such a hypothetical liquidation, (y) such Member's share of any Member Minimum Gain determined pursuant to Treasury Regulation Section 1.704-2(g), and (z) such Member's share of Member Nonrecourse Debt Minimum Gain determined pursuant to Treasury Regulation Section 1.704-2(i)(5), in the case of clauses (y) and (z) as all computed immediately prior to the hypothetical sale described above;

(ii) After taking into account the allocations set forth in Section 7.1(b)(i), for any Fiscal Year (or other allocation period), Profits (and, as set forth expressly below, gross items of income and gain) other than that allocated pursuant to Section 7.1(b)(i) shall be allocated as follows:

(A) *First*, Profits shall be allocated *pro rata* to the holders of Common Units until any remaining negative balance in their Capital Accounts has been eliminated;

(B) *Second*, in the event cash is distributed to the Senior Preferred Members pursuant to Section 8.1(a) or Section 8.1(b) in such period, Profit (and, if necessary, gross items of income and gain) shall be allocated *pro rata* to the Senior Preferred Members in the amount of such cash;

(C) *Third,* in the event cash is distributed to the Junior Preferred Members pursuant to Section 8.1(c) or Section 8.1(d) in such period, Profit (and, if necessary, gross items of income and gain) shall be allocated to the Junior Preferred Members in the amount of such cash;

(D) *Third*, Profit shall be allocated to the Senior Preferred Members in respect of the Senior Preferred Units until the aggregate Capital Accounts of the Senior Preferred Members in respect of the Senior Preferred Units is equal to the Senior Preferred Unit Accumulated Capital Account;

(E) *Fourth*, Profit shall be allocated to the Junior Preferred Members in respect of the Junior Preferred Units until the aggregate Capital Accounts of the Junior Preferred Members in respect of the Junior Preferred Units is equal to the Junior Preferred Unit Accumulated Capital Account; and

(F) *Fifth*, Profits shall be allocated to Common Unit Members in respect of Common Units until the aggregate Capital Accounts of the Common Unit Members in respect of Common Units is equal to the Common Unit Accumulated Capital Account.

(iii) For any Fiscal Year (or other allocation period), Losses other than Losses allocated pursuant to Section 7.1(b)(i) shall be allocated as follows:

(A) *First*, Losses shall be allocated *pro rata* to the holders of the Common Units in respect of the Common Units until their Capital Accounts are fully depleted;

(B) *Second*, Losses shall be allocated to the Junior Preferred Members in respect of the Junior Preferred Units until their Capital Accounts are fully depleted; and

(C) *Third*, Losses shall be allocated to the Senior Preferred Members in respect of the Senior Preferred Units until their Capital Accounts are fully depleted; and

(D) *Fourth*, Losses shall be allocated *pro rata* to the holders of the Common Units.

(iv) *Loss Limitation*. Notwithstanding anything to the contrary contained in this Section 7.1(b), the amount of items of Company expense and loss allocated pursuant to this Section 7.1(b) to any Member shall not exceed the maximum amount of such items that can be allocated without causing such Member to have an Adjusted Capital Account Deficit. All such items in excess of the limitation set forth in this Section 7.1(b)(iv) shall be allocated first to Members who would not have an Adjusted Capital Account Deficit, *pro rata*, in proportion to their Capital Accounts, adjusted as provided in clauses (a) and (b) of the definition of "Adjusted Capital Account Deficit," until no Member would be entitled to any further allocation.

(v) *No Deficit Restoration Obligation*. At no time during the term of the Company or upon dissolution and liquidation hereof shall a Member with a negative balance in its Capital Account have any obligation to the Company or the other Members to restore such negative balance, except as may be required by law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 7.2. *Special Allocations*. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Notwithstanding any other provision of this Article VII, if there is a net decrease in Company Minimum Gain during any Fiscal Year,

each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulation Section 1.704-2(g)(2); *provided* that a Member shall not be subject to this Section 7.2(a) to the extent that an exception is provided by Treasury Regulation Section 1.704-2(f)(2)-(5). This Section 7.2(a) is intended to comply with the minimum gain chargeback requirement in Treasury Regulation Section 1.704- 2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Liability Minimum Gain Chargeback. Notwithstanding any other provision of this Section 7.2 except Section 7.2(a), if there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Liability during any Fiscal Year, each Member who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Liability (determined in accordance with Treasury Regulation Section 1.704-2(i)(5)) as of the beginning of the year shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) equal to such Member's share of the net decrease in Member Minimum Gain attributable to such Member Nonrecourse Liability. A Member's share of the net decrease in Member Minimum Gain shall be determined in accordance with Treasury Regulation Section 1.704-2(i)(4); *provided* that a Member shall not be subject to this provision to the extent that an exception is provided by Treasury Regulation Section 1.704-2(i)(4). This Section 7.2(b) is intended to comply with the minimum gain chargeback requirement in Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation Section 1.704- 1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) or 1.704-1(b)(2)(ii)(d)(6) resulting in an Adjusted Capital Account Deficit, items of Company income and gain (consisting of a *pro rata* portion of each item of Company income, including gross income, and gain for the Fiscal Year) shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulation, the Adjusted Capital Account Deficit of such Member created by such adjustments, allocations or distributions as quickly as possible; *provided* that an allocation pursuant to this Section 7.2(c) shall be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 7.2 have been tentatively made as if this Section 7.2(c) were not in this Agreement. This Section 7.2(c) is intended to comply with the qualified income offset requirement in Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(d) Gross Income Allocation. In the event any Member has an Adjusted Capital Account Deficit at the end of any Fiscal Year that is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to the terms of this Agreement or otherwise, and (ii) the amount such Member is deemed to be obligated to restore pursuant

to the penultimate sentence of each of Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, *provided* that an allocation pursuant to this Section 7.2(d) shall be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit in excess of such sum after all other allocations provided for in this Section 7.2 have been tentatively made as if Section 7.2(c) and this Section 7.2(d) were not in this Agreement.

(e) Member Nonrecourse Deductions. If any Member bears the Economic Risk of Loss with respect to a Member Nonrecourse Liability, any Member Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Member who bears the Economic Risk of Loss with respect to the Member Nonrecourse Liability to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulation Section 1.704-2(i).

(f) Curative Allocations. The allocations set forth in Sections 7.2(a) through 7.2(e) (the "**Regulatory Allocations**") are intended to comply with certain requirements of Treasury Regulations Sections 1.704-1(b) and 1.704-2. Notwithstanding the provisions of Section 7.1, the Regulatory Allocations shall be taken into account in allocating other items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of such allocations of other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each Member if the Regulatory Allocations had not occurred.

Section 7.3. *Tax Allocations; Section 704(c) of the Code*.

(a) In accordance with Section 704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for United States federal income tax purposes and its initial Gross Asset Value (computed in accordance with paragraph (a) of the definition of "Gross Asset Value" contained in Section 1.1). Such variation shall be taken into account under the "traditional method" of Treasury Regulation Section 1.704-3(b).

(b) In the event of a Revaluation Event, subsequent allocations of income, gain, loss and deduction with respect to such asset shall, solely for income tax purposes, take account of any variation between the adjusted basis of such asset for United States federal income tax purposes and its Gross Asset Value in the same manner as under Section 704(c) of the Code and the Treasury Regulations thereunder.

(c) Allocations pursuant to this Section 7.3 are solely for purposes of United States federal, state and local taxes, and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

Section 7.4. *Allocation Rules*.

(a) In the event there is a change in the respective Percentage Interests of Members during the year, the Profits (or Losses) allocated to the Members for each Fiscal Year during which there is a change in the respective Percentage Interests of Members during the year shall be allocated among the Members in proportion to the Percentage Interests during such Fiscal Year in accordance with Section 706 of the Code, using any convention permitted by law and selected by the Board.

(b) For purposes of determining the Profits, Losses or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Board using any method that is permissible under Section 706 of the Code and the Treasury Regulations thereunder.

(c) The Members are aware of the income tax consequences of the allocations made by this Article VII and hereby agree to be bound by the provisions of this Article VII in reporting their shares of Company income, gain, loss, deduction and credit for income tax purposes.

ARTICLE VIII
DISTRIBUTIONS

Section 8.1. *Distributions; Special Distribution*. Subject to the requirements of Section 4.3 and the applicable terms of the Warrants, the Board may declare and make Distributions of Cash Available for Distribution from time to time in the following order of priority:

(a) *First*, to each of the Senior Preferred Members, *pro rata* in accordance with the percentage of Senior Preferred Units held by such Senior Preferred Member, until the Senior Preferred Members have received in respect of each such Senior Preferred Unit cumulative Distributions pursuant to this Section 8.1(a) equal to all accrued but unpaid Preferred Cash Distributions accrued pursuant to Section 4.3(b);

(b) *Second*, without duplication of Section 8.1(a), to each of the Senior Preferred Members, *pro rata* in accordance with the percentage of Senior Preferred Units held by such Senior Preferred Member, until each Senior Preferred Member has received the Preferred Redemption Price in respect of each Senior Preferred Unit held by such Senior Preferred Member;

(c) *Third*, subject to the prior payment in full of the Senior Preferred Units pursuant to Section 8.1(a) and Section 8.1(b), to each of the Junior Preferred Members, *pro rata* in accordance with the percentage of Junior Preferred Units held by such Junior Preferred Member, until the Junior Preferred Members have received in respect of each such Junior Preferred Unit cumulative Distributions pursuant to this Section 8.1(c) equal to all accrued but unpaid Preferred Cash Distributions accrued pursuant to Section 4.3(b);

(d) *Fourth*, subject to the prior payment in full of the Senior Preferred Units pursuant to Section 8.1(a) and Section 8.1(b), without duplication of Section 8.1(c), to each of the Junior Preferred Members, *pro rata* in accordance with the percentage of Junior Preferred Units held by such Junior Preferred Member, until each Junior Preferred Member has received the Preferred Redemption Price in respect of each Junior Preferred Unit held by such Junior Preferred Member;

(e) *Fifth*, subject to the prior payment in full of the Preferred Units pursuant to Section 8.1(a) through (d) or otherwise, to each of the Common Unit Members, *pro rata* in accordance with the percentage of Common Units held by such Common Unit Member, an amount equal to the excess, if any, of (i) the sum of the amount of cash consideration, the principal amount of any promissory note or the value of any non-cash consideration contributed by such Member as a Member Capital Contribution pursuant to Section 6.1(a) plus any additional Capital Contributions made by such Member in accordance with this Agreement, over (ii) the sum of all prior Distributions to such Member pursuant to this Section 8.1(e); and

(f) *Sixth*, to each of the holders of Participating Units *pro rata* in accordance with the number of Participating Units held by such holder as compared to all outstanding Participating Units.

For the avoidance of doubt, if the amount to be distributed pursuant to Section 8.1 with respect to any particular Distribution for a Management Incentive Unit exceeds the amount of the Participation Threshold of such outstanding Management Incentive Unit (determined immediately prior to such Distribution), then such Management Incentive Unit shall constitute, subject to any other vesting terms applicable to such Management Incentive Units, Participating Units for purposes of Section 8.1 only after a portion of the amount to be distributed in such Distribution equal to the Participation Threshold of such Management Incentive Unit has first been distributed to the holders of outstanding Units (including outstanding Management Incentive Units, if any, that have lesser Participation Thresholds (determined immediately prior to such Distribution)).

Section 8.2. *Mandatory Tax Distributions*. With respect to each Fiscal Year, the Company shall distribute to the Members each fiscal quarter, to the extent of Cash Available for Distribution, amounts intended to enable the Members to discharge their United States federal, state and local income tax liabilities arising from the allocations made pursuant to Article VII (each, a "**Tax Distribution**"). The amount of any such Tax Distribution shall be determined by the Board in its reasonable discretion taking into account (a) the maximum combined United States and state tax rate applicable to individuals or corporations (whichever is higher) on ordinary income and net short-term capital gain or on net long-term capital gain, as applicable, and taking into account the deductibility of state and local income taxes for United States federal income tax purposes (and the deductibility of local income taxes for state tax purposes, if applicable), (b) the amounts so allocated pursuant to Article VII to such Member and (c) Distributions previously made to Members pursuant to Section 8.1 or this Section 8.2 during the Fiscal Year for which such Tax Distribution is being made, and otherwise based on such

reasonable assumptions as the Board determines in good faith to be appropriate. Tax Distributions shall be made to the Members *pro rata* in accordance with their respective allocation of items of gain or income, and shall be treated as advances with respect to amounts otherwise to be received by such Members pursuant to this Article VIII; *provided*, *however*, that if the Board determines in its reasonable discretion that the amount of Cash Available for Distribution is insufficient to discharge the United States federal, state and local income tax liabilities of all Members with respect to the applicable fiscal quarter, Tax Distributions for such fiscal quarter shall be made first to the Preferred Members on a preferred basis prior and in preference to any Tax Distribution to any other Members. Notwithstanding anything to the contrary in this Section 8.2, for so long as any Senior Preferred Unit remains outstanding, no Tax Distribution shall be made to any Member (other than a Senior Preferred Member) unless and until the Preferred Minimum Cash Distribution for the applicable fiscal quarter and all prior fiscal quarters has been paid in full to the Senior Preferred Members.

Section 8.3. *Limitations on Distribution*. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any Distribution if such Distribution would violate Section 18-607 of the Delaware Act or other applicable law, but shall instead make such Distribution as soon as practicable after the making of such Distribution would not cause such violation.

ARTICLE IX
BOOKS AND RECORDS

Section 9.1. *Books, Records and Financial Statements*.

(a) The Company shall at all times maintain, at its principal place of business, separate books of account for the Company that shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Company in accordance with GAAP consistently applied, and, to the extent inconsistent therewith, in accordance with this Agreement. Such books of account, together with a copy of this Agreement and the Certificate, shall at all times be maintained at the principal place of business of the Company and shall be open to inspection and examination at reasonable times by each Manager, Board observer, Common Unit Member, Preferred Member and holder of Warrants and their respective duly authorized representatives for any purpose reasonably related to such Person's Interest in the Company.

(b) The Company shall cooperate and make the Officers available to any Common Unit Member, Preferred Member or holder of Warrants and their respective representatives, as reasonably necessary, in connection with the preparation of any annual independent third party appraisal of the Company by such Person.

(c) The Officers shall prepare and maintain, or cause to be prepared and maintained, the books of account of the Company. The following financial information, prepared in accordance with GAAP (or, in the case of clauses (iii) and (v) below, in

accordance with United States federal income tax principles) and applied on a basis consistent with prior periods, which shall be audited (in the case of clauses (i), (ii) and (iv) below), shall be transmitted by the Company to each Common Unit Member, Preferred Member and holder of Warrants as soon as reasonably practicable and in no event later than one hundred twenty (120) days after the close of each Fiscal Year:

(i) balance sheet of the Company as of the beginning and close of such Fiscal Year;

(ii) statement of profits and losses for such Fiscal Year;

(iii) statement of each Member's Capital Account as of the close of such Fiscal Year, and changes therein during such Fiscal Year;

(iv) statement of the Company's cash flows during such Fiscal Year; and

(v) a statement indicating such Member's share of each item of the Company income, gain, loss, deduction or credit for such Fiscal Year for income tax purposes, which statement shall include or consist of a Schedule K-1 to the Company's Internal Revenue Service Form 1065 (or any corresponding schedule to any successor form) for such Fiscal Year; *provided* that, if the information described in this clause (v) has not previously been delivered to the Members for such Fiscal Year, the Company shall provide within ninety (90) days after the close of such Fiscal Year a report to each Member or former Member (or its successor or legal representative) containing estimates of such Member's allocable share of Company income, gain, loss, deduction or credit for such Fiscal Year for income tax purposes.

(d) At least thirty (30) days prior to the start of each Fiscal Year, the Company shall prepare and deliver to each Common Unit Member, Preferred Member and holder of Warrants (i) a copy of the estimated annual tax projections for the upcoming Fiscal Year, and (ii) an annual budget for the upcoming Fiscal Year.

(e) Following the end of each of the Company's four (4) fiscal quarters, the Company shall prepare and provide to each Common Unit Member, Preferred Member and holder of Warrants within sixty (60) days of the end of each quarter a report, which report shall be unaudited and set forth a description of the business activities that took place during such quarter, set forth the operating and financial results of the Company for such quarter.

(f) Within five (5) Business Days of the delivery of the quarterly and annual financial information required by Section 9.1(c) and Section 9.1(e), the Company will conduct a meeting (which such meeting may be a telephonic or video meeting, at the election of Company) of the Preferred Members to discuss the most recently reported financial results and the financial condition of the Company and its Subsidiaries, at which

there shall be present the chief financial officer and such other officers of the Company as may be reasonably requested to attend by the Preferred Members, such request or requests to be made at a reasonable time prior to the scheduled date of such meeting. Such meetings shall be held at a time and place convenient to the Preferred Members and to Company.

(g) Following the end of each month during each Fiscal Year, the Company shall prepare and provide to each Common Unit Member, Preferred Member and holder of Warrants within ten (10) days of the end of each month a monthly report, which report shall be unaudited and set forth the operating and financial results of the Company for such month.

(h) Within sixty (60) days of the end of each of the Company's four (4) fiscal quarters, to the extent otherwise prepared by management in writing, the Company shall provide to each Common Unit Member, Preferred Member and holder of Warrants a management discussion and analysis of any material issues, events or developments that occurred during such quarter.

(i) Notwithstanding any contrary provision in this Agreement or under applicable law, no Management Member (who is not also a Common Unit Member or Preferred Member) shall share in the rights granted to Common Unit Members and Preferred Members in this Section 9.1 or under Section 18-305 of the Delaware Act.

Section 9.2. *Accounting Method*. For both financial and tax reporting purposes and for purposes of determining Profits and Losses, the books and records of the Company shall be kept on the accrual method of accounting and shall reflect all Company transactions and be appropriate and adequate for the Company's business.

ARTICLE X
TAX MATTERS; REGISTRATION RIGHTS

Section 10.1. *Tax Matters*.

(a) For taxable years ending prior to January 1, 2018, the "**Tax Matters Partner**" of the Company for purposes of Section 6231(a)(7) of the Code shall have the power to manage and control, on behalf of the Company, any administrative proceeding at the Company level with the Internal Revenue Service or any other taxing authority relating to the determination of any item of Company income, gain, loss, deduction or credit for United States federal, state, local or foreign income or franchise tax purposes. The Tax Matters Partner shall take such action as may be reasonably necessary to constitute each other Member a "notice partner" within the meaning of Section 6231(a)(8) of the Code. The Tax Matters Partner shall cause to be prepared for each taxable year of the Company the federal, state and local tax returns and information returns, if any, which the Company is required to file, copies of which returns shall be made available by the Company at least thirty (30) days prior to filing for inspection, examination, and approval by any Member or any of its representatives during reasonable

business hours, and all of such persons shall be entitled to make copies or extracts thereof. The Members shall provide any comments on such returns to the Tax Matters Partner within fifteen (15) days after their being made available to the Members. Where the Members are required to file federal, state or local income tax returns by reason of their Interests in the Company, the Tax Matters Partner shall cause them to be furnished with the relevant returns filed by the Company. The Tax Matters Partner shall notify each other Member of all material matters that come to its attention in its capacity as Tax Matters Partner. The Tax Matters Partner shall not have the authority to bind any of the Members, including with respect to any extension of any statute of limitations. The Tax Matters Partner shall be Ganas Investors. Notwithstanding anything herein to the contrary, for taxable periods beginning on or after January 1, 2018, the Tax Matters Partner shall continue to act as the partnership representative (the "**Partnership Representative**") for the Company pursuant to section 6223 of the Code (as enacted and/or adopted by section 1101 of the Bipartisan Budget Act of 2015 (the "**Budget Act**")) and shall adopt, subject to the mutual consent of the Members, amendments to this Section 10.1(a) that comply with and implement the provisions of Section 1101 of the Budget Act, as amended from time to time. In the event that the Partnership Representative is an entity, the Partnership Representative must appoint a designated individual (the "**Designated Individual**"). All of the rights and obligations of the Tax Matters Partner under this Agreement shall inure to the Partnership Representative and Designated Individual, as applicable.

(b) If the Company receives a notice of final partnership adjustment from the Internal Revenue Service to which the provisions of section 1101 of the Budget Act are applicable, the Partnership Representative shall cause the Company to (i) elect the application of section 6226 of the Code, as amended by section 1101 of the Budget Act, with respect to any imputed underpayment arising from such adjustment, and (ii) furnish to each Member a statement of such Member's share of any adjustment to income, gain, loss, deduction, or credit (as determined in the notice of final partnership adjustment). Notwithstanding anything herein to the contrary, the Company shall not make any election pursuant to section 1101(g) of the Budget Act to cause Sections 6221-6241 of the Code (as amended by the Budget Act) to apply to any tax year of the Company beginning prior to January 1, 2018.

(c) If the Company is the subject of an audit by any United States federal, state, local or foreign taxing authority, the Tax Matters Partner or the Partnership Representative, as applicable, (i) shall promptly notify each Member of any administrative or judicial proceeding with respect to the Company; (ii) shall promptly furnish each Member with any material correspondence or communication relating to the Company from the Internal Revenue Service or any state, local or foreign taxing authority received by the Tax Matters Partner; and (iii) shall not settle any material action relating to the tax affairs of the Company without each Member's consent (not to be unreasonably withheld, conditioned, or delayed). Without limitation of the foregoing, the Company shall, within ten (10) days of the receipt of any notice from the Internal Revenue Service or any state, local or foreign tax authority in any administrative

proceeding at the Company level relating to the determination of any Company item of income, gain, loss, deduction or credit, mail a copy of such notice to each Member.

Section 10.2. *Right to Make Section 754 Election*. The Tax Matters Partner may, in its sole discretion, make or apply for permission with the Commissioner of the Internal Revenue Service to revoke, on behalf of the Company, an election in accordance with Section 754 of the Code, so as to adjust the basis of Company property in the case of a distribution of property within the meaning of Section 734 of the Code, and in the case of a transfer of a Company Interest within the meaning of Section 743 of the Code; *provided* that, the Tax Matters Partner shall make such election upon the request of the BlackRock Investors. Each Member shall, upon request of the Company, supply the information necessary to give effect to such an election.

Section 10.3. *Taxation as a Partnership*. The Company shall be treated as a partnership for United States federal, state, local and foreign tax purposes and will make any necessary elections to achieve such status, unless the Company undertakes to change such status in connection with a Qualified Public Offering. Except in connection with a Qualified Public Offering, this Section 10.3 cannot be amended, waived or otherwise modified without prior consent of the Preferred Members.

Section 10.4. *Tax Withholding*. The Company shall comply with any withholding requirements under any law and shall remit amounts withheld to and file required forms with applicable taxing authorities. To the extent that the Company is required to withhold and pay over any amounts to any taxing authority with respect to Distributions or allocations to any Member or any holder of currently exercisable Warrants, the amount withheld shall be treated as a distribution of cash to such Member or such holder of currently exercisable Warrants in the amount of such withholding; *provided*, *however*, that the Company shall provide written notice to such Member or such holder of currently exercisable Warrants within a reasonable time prior to such withholding and shall work in good faith with such Member or such holder of currently exercisable Warrants to reduce any such withholding.

Section 10.5. *Tax Treatment of the Warrants*. Solely for U.S. federal, state and local tax purposes, a holder of currently exercisable Warrants shall be treated as a "partner" within the meaning of Section 761(b) of the Code (and any analogous provision of state and local law) and as the owner of the Common Units underlying such Warrants, references to "Member" or "Members" shall include holders of Warrants to the extent necessary to give full effect thereto and the Warrant Agreement shall constitute and be treated as a part of this Agreement.

Section 10.6. *Registration Rights*. The terms governing the registration rights of holders of Preferred Units and the Warrants are set forth in the Registration Rights Agreement.

Section 10.7. *Qualified Financing Sales*. Each holder of Senior Preferred Units and/or Warrants may sell up to the greater of (i) the amount (but only such amount)

required to reduce such holder's equity interest (taken together with all Affiliated holders of Preferred Units and Warrants) (on an as-converted basis) to less than 9.9% of the Company's common equity and (ii) 37.5% of such holder's equity interests (on an as-converted basis), in each case at the time of a Qualified Financing or any time thereafter. If so requested by holders of Senior Preferred Units or Warrants to effect the foregoing, the Company shall redeem a sufficient amount of such holder's equity securities at the time of the Qualified Financing and at the price per Common Unit applicable in the Qualified Financing and/or permit such holders to participate as a seller of their applicable equity securities in such Qualified Financing. All equity interests not sold pursuant to the foregoing shall be subject to the same lock-up period as all other equity holders (not to exceed 180 days) in the event of a Qualified Financing that is a Qualified Public Offering or a SPAC Transaction.

ARTICLE XI
LIABILITY, EXCULPATION AND INDEMNIFICATION

Section 11.1. *Liability*. Except as otherwise provided by the Delaware Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Covered Person or Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Covered Person or Member.

Section 11.2. *Exculpation*.

(a) No Covered Person shall be liable to the Company or any Member for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, the Board or an appropriate Officer or employee of the Company, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence, fraud, willful misconduct or breach of any duty owed to the Company or its Members.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believed to be within such other Person's professional or expert competence, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, Profits or Losses or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

Section 11.3. *Fiduciary Duty*.

(a) In the exercise of rights and performance of duties hereunder, solely to the extent such Persons are not an Officer of the Company, each Member (in such Member's capacity as a Member), each Manager (in such Manager's capacity as a Manager), each

Board observer (including any Senior Preferred Observer) and any committee of the Board and member of any committee of the Board, shall, to the fullest extent permitted by applicable law, have no fiduciary duties to the Company or to any other Member. For purposes of clarity, and notwithstanding anything herein to the contrary, any Manager that is also an Officer (a "**Fiduciary Manager**"), the Officers and other employees of the Company shall owe fiduciary duties to the Company and all of the Members as a whole (and not to any other Member or subset of Members) of the same kind and to the same extent such Managers, Officers and employees would owe fiduciary duties to the Company and its Members if the Company were a corporation formed under the General Corporation Law of the State of Delaware and its Members were shareholders of the Company.

(b) Except as otherwise provided herein to the contrary and other than with respect to any Fiduciary Manager, to the fullest extent permitted by the Delaware Act, a person, in performing his duties and obligations as a Manager under this Agreement, shall be entitled to act or omit to act at the direction of, or in a manner that such Manager believes is in the best interest of, the Member(s) that designated such person to serve as a Manager, considering only such factors, including the separate interests of the designating Member(s), as such Manager or Member(s) choose to consider, and any action of a Manager or failure to act shall not, as between the Company and the other Member(s), on the one hand, and the Manager or Member(s) designating such Manager, on the other hand, constitute a breach of any duty (including any fiduciary or other similar duty, to the extent such exists under the Delaware Act or any other applicable law) on the part of such Manager or Member(s) to the Company or any other Manager or Member of the Company.

(c) The Members (and the Members on behalf of the Company) hereby: (i) agree that (A) the terms of this Section 11.3, to the extent that they modify or limit a duty or other obligation, if any, that a Manager may have (it being acknowledged and agreed that no such modification or limitation shall apply to any duty or obligation of a Fiduciary Manager) to the Company or any Member under the Delaware Act or other applicable law are reasonable in form, scope and content, and (B) the terms of this Section 11.3 shall control to the fullest extent possible if it is in conflict with a duty, if any, that a Manager may have to the Company or any Member, under the Delaware Act or any other applicable law; and (ii) waive to the fullest extent permitted by the Delaware Act any duty or other obligation, if any, that a Manager (other than a Fiduciary Manager) may have to the Company or any Member, pursuant to the Delaware Act or any other applicable law, to the extent necessary to give effect to the terms of this Section 11.3.

Section 11.4. *Indemnification*. To the fullest extent permitted by applicable law, each Member and each Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member or Covered Person by reason of any act or omission performed or omitted by such Member or Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Member or Covered Person by this Agreement,

except that no Member or Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by reason of such Member's or Covered Person's gross negligence, fraud, willful misconduct or breach of any duty owed to the Company or its Members; *provided*, *however*, that any indemnity under this Section 11.4 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof.

Section 11.5. *Expenses*. To the fullest extent permitted by applicable law, reasonable expenses (including reasonable legal fees) incurred by each Member and each Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Member or Covered Person to repay such amount if it shall be determined that the Member or Covered Person is not entitled to be indemnified as authorized in Section 11.4. The Company shall reimburse any Senior Preferred Manager and any Senior Preferred Observer for the reasonable and documented out-of-pocket travel expenses incurred by the Senior Preferred Manager in connection with the attendance at, or participation in, meetings attended in person by such Senior Preferred Manager or Senior Preferred Observer in accordance with Section 5.21, and the Senior Preferred Members for all fees and expenses incurred by the Senior Preferred Members in connection with amending or modifying this Agreement or any related documentation.

Section 11.6. *Insurance*. The Company shall purchase and maintain directors and officers insurance ("**D&O Insurance**"), to the extent and in such amounts as the Board shall deem reasonable or appropriate, on behalf of Members and Covered Persons and such other Persons as the Board shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement. The Members and the Company may enter into indemnity contracts with Members, Covered Persons and such other Persons as the Board shall determine and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under Section 11.5 and containing such other procedures regarding indemnification as are appropriate.

Section 11.7. *Outside Businesses*. Any Member or Manager (but excluding any Member or Manager that is an Officer or an employee of the Company and excluding their respective Affiliates) or Affiliate thereof (but excluding Affiliates of any Member or Manager that is an Officer or an employee of the Company and excluding their respective Affiliates) may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company and the Members shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper. No Member, Manager or

Affiliate thereof (but excluding Members and Managers that are an Officer or an employee of the Company and excluding their respective Affiliates) shall be obligated to present any particular investment opportunity to the Company even if such opportunity is of a character that, if presented to the Company, could be taken by the Company, and any Member, Manager or Affiliate thereof (but excluding Members and Managers that are an Officer or an employee of the Company and excluding their respective Affiliates) shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity. The provisions of this Section 11.7 shall not in any way limit, modify or amend the terms of any noncompetition, license or employment agreement that may be entered into between the Company and any Member, which terms shall be binding on the parties thereto.

Section 11.8. *Primary Indemnitor*. The Company hereby acknowledges that the Senior Preferred Members, the Senior Preferred Managers and the Senior Preferred Observers (the "**Fund Indemnitees**") each has certain rights to indemnification, advancement of expenses and/or insurance provided by the BlackRock Investors and certain of its Affiliates (collectively, the "**Fund Indemnitors**"). The Company hereby agrees (a) that it is the indemnitor of first resort (i.e., its obligations to the Fund Indemnitees are primary and any obligation of the Fund Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such Persons are secondary), (b) that it shall be required to advance the full amount of expenses incurred by each of the Fund Indemnitees and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement and the Certificate of Formation of the Company (or any other agreement between the Company and such Persons), without regard to any rights any such Persons may have against the Fund Indemnitors, and (c) that it irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Fund Indemnitors on behalf of any of the Fund Indemnitees with respect to any claim for which such Person has sought indemnification from the Company shall affect the foregoing and the Fund Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the Fund Indemnitees, as applicable, against the Company. The Company and the Members hereby agree that the Fund Indemnitors are express third party beneficiaries of the terms of this Section 11.8.

ARTICLE XII
TRANSFERS OF INTERESTS

Section 12.1. *Transfers*.

(a) No Member or Assignee may Transfer all or any portion of its Interest (or beneficial interest therein), except in accordance with the terms of this Agreement. Any purported Transfer which is not in accordance with this Agreement shall be null and void.

(b) Notwithstanding any contrary provision in this Agreement:

(i) any Member shall be permitted to Transfer all or any portion of its Eligible Units (or beneficial interest therein) pursuant to and in accordance with Section 12.8;

(ii) any Member shall be permitted to Transfer all or any portion of its Eligible Units (or beneficial interest therein) to any Affiliate of such Member without complying with any provisions of this Article XII other than Section 12.2, so long as at all times thereafter the Transferee remains an Affiliate of such Member; *provided, however*, that with respect to any transfers to Affiliates contemplated in this clause (ii), (A) such Member continues to be liable for its obligations hereunder, (B) any such Affiliate shall transfer such Eligible Units to the Member from whom the Eligible Units were originally received or acquired within five (5) calendar days after ceasing to be an Affiliate of such Member, and (C) such Affiliate shall be deemed a Substitute Member immediately upon the Company's receipt of original copies of the documents described in Section 12.2(h) and Schedule A shall be amended accordingly at such time;

(iii) the Senior Preferred Members and the holders of Warrants shall be permitted to Transfer all or any portion of their Eligible Units (or beneficial interests therein) (including for the avoidance of doubt any Common Units issued upon the exercise of any Warrants) to any Eligible Preferred Transferee, and such transferees shall be deemed a Substitute Member immediately upon the Company's receipt of original copies of the documents described in Section 12.2(h) and Schedule A shall be amended accordingly at such time; and

(iv) a Transfer or issuance of equity interests in or other securities of Ganas Investors, Tricolor Investors, LLC or any investment fund, intermediate holding company or similar entity affiliated with either Ganas Investors or Tricolor Investors, LLC (each of the foregoing, a "**Daniel Chu Related Entity**"), shall be permitted (and shall not be subject to the provisions of Section 12.8, but shall be subject to the provisions of Section 12.2), subject to the prior written consent of the Senior Preferred Members; *provided, however,* that no such prior written consent of the Senior Preferred Members shall be required for a Transfer of any equity interests in or other securities of any Daniel Chu Related Entity by the holder thereof (other than Daniel Chu) to any Estate Planning Entity.

(c) The Company shall provide or consent to provide any bona fide prospective transferee of Preferred Units or Warrants with the information provided to Preferred Members and the holders of Warrants hereunder and shall use commercially reasonable efforts to assist any Preferred Member with the transfer of Preferred Units and any holder of Warrants with the transfer of Warrants.

Section 12.2. *Further Restrictions*. Notwithstanding any contrary provision in this Agreement, any otherwise permitted Transfer shall be null and void if:

(a) such Transfer would cause a termination of the Company for federal income tax purposes;

(b) such Transfer would, in the written opinion of outside tax counsel to the Company, cause the Company to cease to be classified as a partnership for federal income tax purposes;

(c) such Transfer requires the registration of such Transferred Units pursuant to any applicable federal or state securities laws;

(d) such Transfer causes the Company to become a "publicly traded partnership," as such term is defined in Sections 469(k)(2) or 7704(b) of the Code;

(e) such Transfer subjects the Company to regulation under the Investment Company Act of 1940, the Investment Advisers Act of 1940 or the Employee Retirement Income Security Act of 1974, each as amended;

(f) such Transfer results in a violation of applicable laws;

(g) such Transfer is made to any Person who lacks the legal right, power or capacity to own such Interest; or

(h) the Company does not receive executed copies of (i) any instruments of Transfer, and (ii) such Assignee's consent to be bound by this Agreement as an Assignee, in each case in form and substance satisfactory to the Board (as determined in the Board's reasonable and good faith discretion).

Section 12.3. *Rights of Assignees*. Until such time, if any, as a transferee of any Transfer pursuant to this Article XII or a transferee acquiring Units pursuant to Section 12.8 is admitted to the Company as a Substitute Member pursuant to Section 12.6, (a) such transferee shall be an Assignee only, and only shall receive, to the extent Transferred, the Distributions and allocations of income, gain, loss, deduction, credit, or similar item to which the Member which Transferred its Interests would be entitled, and (b) such Assignee shall not be entitled or enabled to exercise any other rights or powers of a Member. In the event any Assignee desires to make a further assignment of any economic interest in the Company, such Assignee shall be subject to all of the provisions of this Agreement to the same extent and in the same manner as any Member desiring to make such an assignment.

Section 12.4. *Admissions and Resignations*. No Person shall be admitted to the Company as a Member under this Article XII except in accordance with Section 12.6. Except following a Transfer of all of its Interests in accordance with the terms of this Agreement, no Member shall be entitled to resign or withdraw from being a Member of the Company without the written consent of the Board, which consent may be given or withheld in its sole and absolute discretion. No admission or resignation of a Member shall, in and of itself, cause the dissolution of the Company. No Member shall be subject

to removal. Any purported admission or resignation which is not in accordance with this Agreement shall be null and void.

Section 12.5. *Payment Upon Resignation of Member*. If any Member resigns from the Company with the consent of the Board (other than in connection with a Transfer of its Interest in accordance with this Agreement) (such consent requiring the approval of at least one (1) Senior Preferred Manager), then such Member automatically shall receive from the Company a payment equal to the Member's Capital Account balance as adjusted as of the effective date of the written election of resignation (the "**Termination Payment**"). The Termination Payment shall be paid on the effective date of the written resignation. If any Member attempts to resign from the Company without the consent of the Board, then, notwithstanding the last sentence of Section 12.4, the Board may, in its sole and absolute discretion, permit such resignation (without waiving, in any manner, any other rights available to it or the Company at law or in equity and in addition to, and not in lieu of, any other remedies to which it or the Company may be entitled); *provided*, *however*, that such resigning Member shall not be entitled to any Termination Payment or any other compensation whatsoever in consideration for its Interest, such Interest shall be cancelled and such resigning Member shall have no further rights or interests in the Company.

Section 12.6. *Admission of Assignees as Substitute Members*. An Assignee shall become a Substitute Member only if and when each of the following conditions is satisfied:

(a) the assignor of the Interests transferred sends written notice to the Board requesting the admission of the Assignee as a Substitute Member and setting forth the name and address of the Assignee, the Interest transferred, and the proposed effective date of the Transfer;

(b) the Board consents in writing to such admission, which consent shall be given, subject to Section 12.2; *provided*, *however*, that, other than with respect to a Transfer of Preferred Units, the assignor and the Assignee have complied with the provisions of Section 12.8 in connection with the assignment; and

(c) the Board receives from the Assignee (i) other than with respect to a Transfer of Senior Preferred Units, such information concerning the Assignee's financial capacities and investment experience as may reasonably be requested by the Board, and (ii) (A) copies of any instruments of Transfer and (B) such Assignee's consent to be bound by this Agreement as a Substitute Member, in each case in form and substance satisfactory to the Board (as determined in the Board's reasonable discretion). Upon the admission of any Substitute Member, Schedule A shall be amended to reflect the name, address and Interests of such Substitute Member and to appropriately eliminate or adjust, if necessary, the name, address and Interests of the predecessor of such Substitute Member and such updated Schedule A shall be provided to each Member on such Schedule A promptly after any such amendment.

Section 12.7. *Transfer Upon Termination of Marital Relationship*.

(a) The Interest (other than the Preferred Units or any Registrable Securities) of each Person (i) who was married to a Member and who acquired his or her Interest as a result of a divorce, marital dissolution or agreement relating thereto or pursuant to a partition or similar agreement, or (ii) who acquired his, her or its Interest as a beneficiary or distributee of the assets of any deceased Person (whether pursuant to a will, intestate succession or otherwise) who was married to a Member (a "**Deceased Spouse**") and who was not already a Member immediately prior to such distribution or bequest, is subject to an option to purchase (the "**Marital Option**") in favor of the Member from whom the Interest was acquired with respect to the acquisition described in the preceding clause (i) hereof or in favor of the Member who was married to the Deceased Spouse immediately prior to the death of the Deceased Spouse with respect to the acquisition described in the preceding clause (ii) hereof (in each case the "**Continuing Member**"). Upon the exercise of a Marital Option, the Person who owns the Interest subject to the Marital Option (the "**Optionee**") must sell the Interest at the price and on the other terms and conditions agreed upon by the Optionee and the Continuing Member.

(b) If the purchase of an Interest that is subject to a Marital Option is not completed (whether by reason of a failure to exercise the Marital Option or to agree upon price, terms or conditions or any other reason) within sixty (60) calendar days after the Marital Option becomes exercisable, the Eligible Members other than the Continuing Member (such Eligible Members, the "**Buyer**") shall have the continuing right to purchase the Interest of the Optionee (*pro rata* in accordance with the number of Eligible Units held by each such Eligible Member as compared to the total number of Eligible Units held by all the Eligible Members exercising a purchase right under this Section 12.7) (the "**Purchase Interest**"). Any purchase and sale of a Purchase Interest pursuant to this Section 12.7(b) shall be in an amount due and payable as determined pursuant to the provisions of this Section 12.7.

(c) In the event that the Buyer elects to exercise its right under Section 12.7(b) above, it may give the Optionee written notice of such election at any time after the date on which the Buyer first has knowledge of the occurrence of the event giving rise to the rights of the Buyer under this Section. The amount of the purchase price for the Optionee's Purchase Interest (unless agreed upon by the Optionee and the Buyer within thirty (30) days after the Buyer's notice to the Optionee) in connection with any such event shall be the amount which the Optionee would have received with respect to the Purchase Interest had all of the property of the Company been sold at a price equal to the Fair Market Value of such property (determined (i) as of the date the Optionee receives notice of Buyer's election to purchase, and (ii) in accordance with the provisions of Section 12.7(f)), and the Company was then liquidated in accordance with this Agreement.

(d) The closing of such sale shall take place within ten (10) days after the date of the determination of the purchase price, or, if applicable, on the third Business Day following the date on which any required governmental approvals for such sale are

obtained or the expiration of any waiting period under the Hart Scott Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**"), with the time and place of the closing designated by the Buyer. The purchase price shall be payable upon terms and conditions agreed to between Buyer and the Optionee, or if Buyer and the Optionee are unable to agree, then as follows: (i) 25% of the total purchase price shall be paid by Buyer to the Optionee in cash at the closing, and (ii) the remaining portion of the purchase price shall be evidenced by a promissory note given by Buyer in favor of the Optionee, which promissory note shall bear interest on the unpaid principal balance at the General Interest Rate and require three equal payments of principal plus all accrued and unpaid interest thereon with the first, second and third payments being due on the first, second and third anniversary dates, respectively, of the closing date. Each party shall bear its own legal and accounting fees, if any. At least five (5) Business Days before the closing, the Optionee shall deliver all appropriate documents of transfer in form satisfactory for execution at the closing. The purchase price hereunder may be funded by insurance or otherwise.

(e) From the date of the event described in Section 12.7(a) to the date of the Transfer of the Purchase Interest under this Section 12.7, the Interest represented by the Purchase Interest will be excluded from any calculation of aggregate Percentage Interests for purposes of any approval required of Members under this Agreement. All distributions of cash or assets due to the Optionee by the Company from the date of the event described in Section 12.7(a) to the date of the closing of the purchase may be applied against obligations of the Optionee. Without limiting the generality of any other provision of this Agreement, upon the exercise of the Marital Option, the Optionee, without further action, will have no rights in the Company or against the Company or any Member other than the right to receive payment for the Purchase Interest in accordance with Section 12.7(d).

(f) In the event that the fair market value of all or any part of the property of the Company is required to be determined for purposes of this Section 12.7, the fair market value, unless otherwise agreed upon, shall be determined as provided in this Section 12.7(f). Within ten (10) days after a determination of fair market value is determined to be required under Section 12.7, the Buyer and the Optionee shall select a mutually agreeable independent, qualified valuation consultant (a "**Consultant**"). If the Buyer and the Optionee cannot agree on a Consultant within a reasonable time, they shall each promptly select an independent valuation consultant and those two consultants shall promptly select a third independent, qualified valuation consultant to be the Consultant. The Consultant so selected shall proceed to determine promptly the fair market value of the property in question in accordance with such methods and techniques as shall enable the Consultant to complete the valuation of all such property within thirty (30) days of appointment and in the least expensive manner reasonably possible while obtaining a reasonable determination of the fair market values of the properties including if necessary, procedures producing a result less formal than an appraiser's opinion as to value. The Consultant shall deliver a written report of its determination of fair market value to all interested parties and, absent fraud or manifest error, this determination shall

be final and binding on the interested parties for purposes of this Section 12.7. After determination of the fair market value of the Company property, the Consultant shall make a determination of the amount due to the Optionee in accordance with Section 12.7(c) as if all the property of the Company were sold at the fair market value determined by the Consultant and the Company was then liquidated in accordance with this Agreement. For purposes of this Section 12.7(f), no minority discount or lack of marketability discount shall be applied. The fees and expenses of the Consultant shall be borne by the Optionee.

(g) In no event will the Optionee who owns an Interest subject to a Marital Option have any right to purchase an Interest of any Member or Assignee under the terms of this Agreement or be deemed to be admitted as a Member unless and until all the requirements of Section 12.6 have been satisfied.

Section 12.8. *Right of First Refusal*.

(a) Except in the case of (i) a Transfer permitted pursuant to Section 12.1 or 12.7 or (ii) a Transfer of any Eligible Unit (including for the avoidance of doubt any transfer of Common Units issued upon the conversion of Preferred Units or the exercise of any Warrants) held by a Senior Preferred Member or a holder of Warrants, in the event any Member or Assignee (an "**Offering Holder**") desires to Transfer any Eligible Units in a transaction, it must first deliver written notice thereof (an "**Offer Notice**") to the Company and the Eligible Members. The Offer Notice must contain a full description of the proposed Transfer, including the type of Transfer, the number of Affected Units, the proposed per Unit purchase price and terms of payment for the Affected Units, the proposed date of such Transfer and the identity of the proposed transferee, and must be accompanied by a copy of the proposed transferee's offer to acquire the Affected Units. An Offer Notice shall constitute the Offering Holder's binding agreement to sell the applicable number of Affected Units to each of the Eligible Members and the Company on the terms and conditions specified therein (or, in the event that part of the consideration for the proposed transfer is other than cash, for the Fair Market Value of such non-cash consideration as determined by the Board in good faith).

(b) Each of the Eligible Members shall have thirty (30) days after its receipt of the Offer Notice to elect, by delivering a written acceptance to the Offering Holder and the Company (a "**ROFR Acceptance Notice**"), to purchase some or all of the Affected Units.

(c) To the extent that any Eligible Members elect to purchase Affected Units, the Affected Units shall be allocated first to each Eligible Member up to such Eligible Member's Pro-Rata Allotment. If all of the Affected Units are not allocated pursuant to the first sentence hereof and any Eligible Members have indicated in their ROFR Acceptance Notice that they wish to purchase additional Affected Units, then each Eligible Member who so indicated a desire to purchase additional Affected Units shall be allocated an additional amount of Affected Units equal to the product of (i) the total number of Affected Units available for purchase and not yet allocated, *multiplied by* (ii) a

fraction, the numerator of which is the number of Units owned by such Eligible Member and the denominator of which is the total number of Units owned by all Eligible Members who desire to purchase additional Units. The procedure in the preceding sentence shall be repeated until either (A) all of the Affected Units have been allocated to Eligible Members, or (B) each of the Eligible Members has purchased the maximum amount of Units that they have indicated that they desire to purchase in their ROFR Acceptance Notice.

(d) With respect to any purchase of Affected Units pursuant to this Section 12.8, the purchase price for the Affected Units and the other terms of transfer shall be as set forth in the Offer Notice. The closing of such Transfer shall take place at the Company's principal office at 10:00 a.m. local time on the tenth (10th) Business Day after the Cut-Off Date, or, if applicable, on the third Business Day following the date on which any required governmental approvals for such Transfer are obtained or the expiration of any waiting period under the HSR Act, or at such other place, time or date as the Offering Holder and the purchaser(s) of Affected Units (the "**Purchasers**") mutually agree. At the closing, the Offering Holder shall deliver to each Purchaser its confirmation that it has transferred the Affected Units free and clear of any and all pledges, liens, claims, security interests or other encumbrances (other than restrictions imposed by this Agreement) and the Purchaser shall pay to the Offering Holder the consideration set forth in the Offer Notice in accordance with the terms described therein. In the event any Purchaser fails to obtain any such required governmental consent or approval (or the expiration of any waiting period under the HSR Act) prior to the 60th day after the Cut-Off Date (or such later date as may be agreed to by the Offering Holder), after having attempted in good faith, using commercially reasonable efforts, to obtain such consent or approval (or such expiration), such Purchaser shall be released from its obligation to purchase any Affected Units in excess of the amount for which such governmental consent or approval is required (or which could be purchased without any filing under the HSR Act). Such excess Units shall be reallocated among the other Purchasers utilizing the same procedure as outlined in Section 12.8(c).

(e) Subject to the provisions of this Article XII, in the event that all of the Affected Units are not purchased pursuant to this Section 12.8, the Offering Holder shall be free to Transfer such unpurchased Affected Units in strict accordance with the terms set forth in the Offer Notice at any time within sixty (60) days after the Cut-off Date (the "**Transfer Period Termination Date**"), *provided* that if the Offering Holder has executed a definitive agreement for the sale of all of such Affected Units within thirty (30) days after the Cut-off Date, then the Offering Holder shall be entitled to extend the Transfer Period Termination Date for up to an additional thirty (30) days to effect the closing of such sale, or, if any required governmental approval (or expiration of any waiting period) has not been obtained by such date, to such date (not more than 120 days after the Cut-off Date) as may be required for any necessary governmental approvals (or expiration of any waiting period) for such Transfer to be obtained. In the event that the Offering Holder does not sell or otherwise dispose of all of such Affected Units in the manner set forth in the immediately preceding sentence prior to the Transfer Period

Termination Date, the right of first refusal provided for in this Section 12.8 shall continue to be applicable to any subsequent disposition of such Units.

(f) This Section 12.08 shall cease to be of any further effect upon the consummation of a Qualified Public Offering.

Section 12.9. *Interests in a Member*. Without the consent of the Board, a Member (other than a Senior Preferred Member) that is not a natural person may not cause or permit an Interest, direct or indirect, in itself to be Transferred such that, after the Transfer, such Member shall cease to be controlled by substantially the same Persons who control it as of the date of its admission to the Company. On any breach of the provisions of the preceding sentence, the Company shall have the option to buy, and on exercise of that option the breaching Member shall sell, the breaching Member's Interests, all in accordance with the provisions of Sections 12.7(b) through 12.7(g), applied *mutatis mutandis*, as if the Interest held by such Member were held by an Optionee.

Section 12.10. *Forced Sale Right*.

(a) Generally. At any time after September 2, 2026 (or, if earlier, upon a breach by the Company of its obligations to mandatorily redeem the Senior Preferred Units pursuant to Section 4.3(f), which breach remains uncured for six months), if any Senior Preferred Units remain outstanding, the Senior Preferred Members holding a majority of the Senior Preferred Units shall have the right to cause the Company, at their written request delivered to the Company (a "**Sale Notice**"), to initiate a Sale Transaction. Upon receipt of such Sale Notice, the Company shall promptly engage in a comprehensive sales process in good faith, including selecting a nationally recognized investment banking firm having experience in the industry in which the Company is engaged to assist the Company in a sales process and in the preparation of a market due diligence report and a quality of earnings report. The failure of the Company to (i) promptly initiate a Sale Transaction sales process upon receipt of a Sale Notice, (ii) engage a nationally recognized investment bank in connection with such Sale Transaction process as soon as reasonably practicable following receipt of a Sale Notice, or (iii) consummate a Sale Transaction within twelve months of the Company's receipt of a Sale Notice shall constitute a "**Sale Demand Failure**". The Members agree that in connection with a Sale Transaction pursuant to this Section 12.10, the holders of Units will be required to participate in the Sale Transaction pursuant to Section 12.10(c). For the avoidance of doubt, at least one Senior Preferred Manager will serve on any committee of the Board with responsibility with respect to such sale process, and the Senior Preferred Members will receive copies of all materials generated during the sales process, including the market due diligence report and quality of earnings report referred to herein.

(b) Sale Demand Failure. Upon the occurrence of a Sale Demand Failure, the Senior Preferred Members holding a majority of the Senior Preferred Units shall have the right to control and implement a Sale Transaction in good faith until either (i) a Sale Transaction is consummated which results in the Senior Preferred Units being redeemed

at a price at least equal to the price payable pursuant to a Senior Preferred Mandatory Redemption Event, or (ii) no Senior Preferred Units remain outstanding.

(c) Drag-Along.

(i) If, (A) following the occurrence of a Sale Demand Failure, the Senior Preferred Members holding a majority of the Senior Preferred Units receive a bona fide offer from a third party which qualifies as a Change of Control transaction or which proposes to acquire all or substantially all of the assets of the Company (whether pursuant to a merger, sale of equity interests, sale of assets or otherwise) or (B) at any time (x) Ganas Investors and (y) Senior Preferred Members holding a majority of the Senior Preferred Units mutually agree to effect a Change of Control transaction or to sell all or substantially all of the assets of the Company (whether pursuant to a merger, sale of equity interests, sale of assets or otherwise) (the Senior Preferred Members holding a majority of the Senior Preferred Units, in the case of clause (A), or Ganas Investors and Senior Preferred Members holding a majority of the Senior Preferred Units, collectively, in the case of clause (B), the "**Drag-Along Rightholders**", and the applicable transaction pursuant to clause (A) or clause (B), a "**Drag-Along Sale**"), the Drag-Along Rightholders may send written notice (the "**Drag-Along Notice**") to the Company and the other Members (the "**Drag-Along Sellers**") notifying them they will be required to (i) if applicable, sell such amount of Units and Warrants held by such Drag-Along Seller such that (A) the quotient obtained by dividing (x) the number of Units (on a Fully Diluted Basis, including Common Units issuable upon exercise of Warrants) to be sold by such Drag-Along Seller in such Drag-Along Sale by (y) the number of Units (on a Fully Diluted Basis, including Common Units issuable upon exercise of Warrants) held by such Drag- Along Seller prior to such Drag-Along Sale is equal to (B) the quotient obtained by dividing (x) the number of Units (on a Fully Diluted Basis, including Common Units issuable upon exercise of Warrants) to be sold by the Drag-Along Rightholders in such Drag-Along Sale by (y) the number of Units (on a Fully Diluted Basis, including Common Units issuable upon exercise of Warrants) held by the Drag-Along Rightholders immediately prior to such Drag-Along Sale or (ii) in the case of any asset sale or merger as described above in this Section 12.10(c)(i), to vote its Units as further provided in Section 12.10(d). The Drag-Along Notice shall set forth the terms and conditions of the Drag-Along Sale, including the number of Units (including Common Units issuable upon exercise of Warrants) proposed to be transferred, the consideration to be received by the Drag-Along Rightholders and the estimated time and place of closing.

(ii) If the Drag-Along Rightholders have not consummated the proposed sale to which reference is made in the Drag-Along Notice within one hundred eighty (180) days (or longer, if reasonably necessary to comply with applicable requirements of law) following delivery of the Drag-Along Notice, the Drag-Along Notice shall be null and void, each Drag-Along Seller shall be

released from his, her or its obligation under the Drag-Along Notice and it shall be necessary for a separate Drag-Along Notice to be furnished and the terms and provisions of Section 12.10(c)(i) separately complied with, in order to consummate such proposed sale pursuant to Section 12.10(c)(i). Notwithstanding any other provision of Section 12.10(c)(i), the election to pursue such Drag-Along Sale shall be in the sole discretion of the Drag-Along Rightholders, who may take into account their individual interests, and there shall be no liability on the part of any Drag-Along Rightholder to any other Member arising from the failure of any Drag-Along Rightholder to pursue or consummate the Drag-Along Sale for any reason, and the decision to consummate such Drag-Along Sale shall be in the sole discretion of the Drag-Along Rightholder.

(d) Provisions Applicable to Drag-Along Sales.

(i) The Company and each Member participating in a proposed sale under Section 12.10(c), solely in its capacity as a Member of the Company shall take or cause to be taken at the expense of the Company all such reasonable actions consistent with the terms of Section 12.10 of this Agreement as may be necessary or reasonably desirable in order expeditiously to consummate such sale and any related transactions, including: (A) executing, acknowledging and delivering consents, assignments, waivers and other documents or instruments; (B) voting any Units over which such Member has voting power; and (C) otherwise reasonably cooperating with the selling Drag-Along Rightholder and the prospective buyer.

Without limiting the generality of the foregoing, each such Member agrees to execute and deliver such agreements as may be reasonably specified by the Drag-Along Rightholder, including agreements to (1) make individual customary representations, warranties, covenants and other agreements as to, among other things, regarding its authority, non-contravention and title to and ownership such Units, (2) be severally based on the proceeds received by such Member, not jointly, liable with all other sellers (whether by purchase price adjustment, indemnity payments or otherwise) in respect of representations, warranties, covenants and other agreements in respect of the Company and its Subsidiaries, (3) provide indemnification obligations in respect of breaches of the matters described in clauses (1) and (2); *provided, however,* that, the aggregate liability of any such Member (other than in the case of fraud by such Member) in respect of the indemnification obligations described above shall not exceed such Member's *pro rata* portion of the proceeds (either in cash or other forms of consideration) actually received by such Member in connection with such sale, and (4) waive any appraisal or dissenters' rights which it may have in connection therewith.

(ii) The consummation of a sale pursuant to Section 12.10(c) shall be substantially in accordance with the terms and conditions set forth in the Drag-Along Notice and each participating Member in such sale shall receive the same form of consideration (except that holders of Management Incentive Units may receive securities pursuant to a management rollover which are not offered to all

Member), and the same amount of consideration per Unit (on a Fully Diluted Basis (net of any applicable exercise prices)) as received by the holders of other Units of the same priority. The closing of such sale shall take place at such time and place as the Drag- Along Rightholders shall reasonably specify by notice to each participating Member.

Section 12.11. *Preemptive Rights*.

(a) The Company shall give each Member notice (an "**Issuance Notice**") of any proposed issuance by the Company of any Company Securities at least 20 days prior to the proposed issuance date. For purposes of this Section 12.11, the term "Member" also includes each holder of a Warrant with respect to which, at the time of such notice, the Exercisable Date (as defined in the applicable Warrant) has occurred. The Issuance Notice shall specify the price at which such Company Securities are to be issued and the other material terms of the issuance. Subject to Section 12.11(c), each Member shall be entitled to purchase up to its Pro Rata Share of the Company Securities proposed to be issued, at the price and on the terms specified in the Issuance Notice.

As used herein, "**Pro Rata Share**" means, with respect to a Member, the fraction that results from dividing (i) such Member's Aggregate Ownership (immediately before giving effect to the proposed issuance) of Common Units (including Common Units issuable upon the Conversion of Preferred Units and the exercise of Warrants) by (ii) the Aggregate Ownership (immediately before giving effect to the issuance) of Common Units (including Common Units issuable upon the Conversion of Preferred Units and the exercise of Warrants) by all Members.

(b) If a Member desires to purchase any or all of its Pro Rata Share of the Company Securities specified in the Issuance Notice, such Member shall deliver notice to the Company (an "**Exercise Notice**") of its election to purchase such Company Securities within 10 Business Days of receipt of the Issuance Notice. The Exercise Notice shall specify the number (or amount) of Company Securities to be purchased by such Member (capped at such Member's Pro Rata Share). The Exercise Notice shall constitute exercise by the applicable Member of its rights under this Section 12.11 and a binding agreement of such Member to purchase, at the price and on the terms specified in the Issuance Notice, the number (or amount) of Company Securities specified in the Exercise Notice. If, at the termination of such ten-Business Day period, a Member shall not have delivered an Exercise Notice to the Company, such Member shall be deemed to have waived all of its rights under this Section 12.11 with respect to the purchase of such Company Securities that are the subject of the Issuance Notice.

(c) The Company shall have 90 days from the date of the Issuance Notice to consummate the proposed issuance of any or all of such Company Securities that the Members have not elected to purchase at the price and upon terms that are not materially less favorable to the Company than those specified in the Issuance Notice; *provided* that, if such issuance is subject to regulatory approval, such 90-day period shall be extended until the expiration of five Business Days after all such approvals have been received, but

in no event later than 180 days from the date of the Issuance Notice. If the Company proposes to issue any such Company Securities after such 90-day (or 180-day) period, it shall again comply with the procedures set forth in this Section 12.11. Subject to Section 12.11(e) the purchase of Company Securities that the Members have agreed to purchase pursuant to this Section 12.11 shall be consummated simultaneously with the closing of the sale of the Company Securities set forth in the Issuance Notice.

(d) Notwithstanding the foregoing, (A) the Members shall not be entitled to purchase Company Securities as contemplated by this Section 12.11 in connection with issuances of (i) Management Incentive Units in accordance with this Agreement (except issuances of Management Incentive Units to Daniel Chu), (ii) Company Securities in connection with a Qualified Financing or the issuance of the Junior Preferred Units contemplated by the Junior Preferred Unit Subscription Agreement as part of the Subsequent Offering, (iii) Company Securities issued to employees or Managers of the Company or any Subsidiary pursuant to employee benefit plans or similar arrangements approved by the Board (including any Company Securities issued upon conversion or exercise thereof) (except issuances of Company Securities to Daniel Chu), (iv) Company Securities issued as consideration to a selling party in a merger, consolidation, acquisition of similar business combination approved by the Board, (v) Company Securities upon conversion of the Preferred Units or upon exercise of any Warrants or (vi) paid-in-kind dividends or distributions on the Preferred Units made in accordance with this Agreement and (B) no Junior Preferred Member shall be entitled to purchase Company Securities as contemplated by this Section 12.11 in connection with issuances of (i) Company Securities issued to employees, directors and consultants pursuant to plans or agreements approved by the Board, (ii) Company Securities issued to banks, equipment lessors, or other institutions pursuant to debt financing or equipment leasing transactions approved by the Board or (iii) Company Securities issued in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships, in each case as approved by the Board. The Company shall not be obligated to consummate any proposed issuance of Company Securities, nor be liable to any Member if the Company has not consummated any proposed issuance of Company Securities pursuant to this Section 12.11 for whatever reason, regardless of whether it shall have delivered an Issuance Notice or received any Exercise Notices in respect of such proposed issuance.

(e) Notwithstanding anything contained in this Section 12.11, the closing date of any proposed issuance of Company Securities to which this Section 12.11 applies may, at the Company's discretion, occur prior to the expiration of the 20-day period contemplated by Section 12.11(a); *provided, however,* that in such case the Members shall (other than those who elected to purchase Company Securities on such closing date) continue to have the right to exercise its rights under this Section 12.11 by delivering an Exercise Notice within 15 days of the receipt of the Issuance Notice pursuant to Section 12.11(b) to acquire from the Company (or, as determined by the Company, from the purchasers of the Company Securities on such closing date) the number of Company

Securities determined in accordance with Section 12.11(a) at the price and on the terms specified in the Exercise Notice.

(f) SPAC Transactions. Notwithstanding anything contained in this Agreement to the contrary, if, in connection with any SPAC Transaction, any Manager or Member (including, for the avoidance of doubt, any Management Member) is entitled to receive any cash (including in the form of Distributions), equity securities or other interests in any Person (including any issuance of Company Securities) or any other economic right offered in connection with such SPAC Transaction, in each case, that is not generally offered to the other Members as consideration in such SPAC Transaction, then each Senior Preferred Member shall receive a pro rata share or pro rata participation rights in such economic rights or benefits up to such Senior Preferred Member's Percentage Interest on a fully diluted, as-converted and as-exercised basis; *provided* that the Senior Preferred Members shall not be entitled to share in any consideration, rights or benefits (in any form) that is offered to employees, officers or directors of the Company in their respective capacities as such (including pursuant to equity incentive plans, compensation plans, benefits plans, employment terms or employment agreements).

(g) The provisions of this Section 12.11 shall terminate upon the consummation of a Qualified Public Offering.

(h) Notwithstanding the provisions of Section 12.11(a) through (c), the Members shall not be entitled to purchase Company Securities as contemplated by this Section 12.11 in connection with any issuance of Junior Preferred Units pursuant to the terms (as such terms exist as of the date of execution thereof and without giving effect to any amendments thereto) of the Junior Preferred Subscription Agreement, pursuant to which the Company has issued or shall issue Junior Preferred Units, including issuances that occur on a Subsequent Closing Date (as defined in the Junior Preferred Unit Subscription Agreement) in accordance with the terms thereof; *provided* that in no event shall this Section 12.11(h) apply to any issuance to the extent such issuance (x) occurs after January 31, 2022 or (y) results in aggregate proceeds to the Company (taken together with all prior issuances pursuant to Junior Preferred Unit Subscription Agreement) in excess of $99,000,000.

Section 12.12. *Qualified Public Offerings and IPO Conversion*.

(a) In the event of a Qualified Public Offering, any Blocker Member may elect (i) (if the Qualified Public Offering is a SPAC Transaction) to contribute its Units to the SPAC, (ii) to be merged into any other Blocker Member and/or, in the event that the Qualified Public Offering is a SPAC Transaction, the SPAC, or (iii) such other structure that is tax-efficient for the direct and indirect owners of such Blocker Member. Each Member other than such Blocker Member shall consent to and raise no objections to, and cooperate fully with, any such structure used for the Qualified Public Offering. The Company shall use commercially reasonable efforts to structure any Qualified Public Offering in a manner that is tax-free or tax-efficient for the Members, including the Blocker Members.

(b) In connection with any Qualified Public Offering approved by the Board in accordance with the terms hereof, the Board may authorize the conversion of the Company into a corporation, whether by way of statutory conversion, merger, consolidation or otherwise (the "**Corporate Conversion**") upon such terms and conditions as the Board shall deem advisable; *provided* that the Corporate Conversion shall be effected in such a manner so as (i) not to have a material and disproportionate adverse impact on any Member in relation to any other Member, and (ii) to cause the Preferred Units, Common Units and Management Incentive Units to be exchanged for or converted into a single class of common stock of the entity into which the Company is converted, in each case, having a value equal to the proceeds that would have been distributed to the holders of the Preferred Units, Common Units and Management Incentive Units had a Liquidation Event been consummated at the aggregate equity valuation of the Company implied by the Qualified Public Offering.

(c) The Company shall give each Preferred Member at least 20 days' written notice prior to the occurrence of any Corporate Conversion or Qualified Public Offering. The Company and all Members shall cooperate in good faith and to execute all documents reasonably necessary in connection with the Corporate Conversion. The Company will bear all of its own expenses and any and all reasonable and documented out-of-pocket expenses of the Members (including any and all transfer, stamp or similar taxes, any filing fees and expenses for any required governmental filings of the Company and/or any Member and the reasonable and documented legal and accounting fees and expenses of the Members) in connection with any Corporate Conversion. Notwithstanding the foregoing, if a Corporate Conversion requires any Member to make a filing under the HSR Act or other applicable antitrust laws, the Company and the Senior Preferred Members shall cooperate in good faith to seek to structure a Corporate Conversion in a manner that will not result in an obligation of any Senior Preferred Member (or its Affiliates) to make any filing under the HSR Act or other applicable antitrust laws. The Company shall not effect a Corporate Conversion until all required waiting periods under the HSR Act applicable to any Member shall have expired or been terminated; *provided, however,* that, upon the request of the Company, the applicable Members (other than the Senior Preferred Members) shall promptly make any necessary filings under the HSR Act or other applicable antitrust laws.

ARTICLE XIII
DISSOLUTION, LIQUIDATION AND TERMINATION

Section 13.1. *No Dissolution*. The death, retirement, resignation, expulsion, bankruptcy or dissolution of any Member or the occurrence of any other event that terminates the continued membership of a Member in the Company shall not, in and of itself, cause the dissolution of the Company. In such event, the business of the Company shall be continued by the remaining Member or Members without dissolution. Notwithstanding any other provision of this Agreement, each Member waives any right it might have under Section 18-801(b) of the Delaware Act to agree in writing to dissolve the Company upon the bankruptcy of a Member of the Company or the occurrence of any

event that causes a Member to cease to be a Member of the Company. The bankruptcy (as defined in Sections 18-101(l) and 18-304 of the Delaware Act) of a Member shall not cause a Member to cease to be a member of the Company.

Section 13.2. *Events Causing Dissolution*. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

(a) the written consent of the Members holding at least 80% of the Percentage Interests;

(b) for so long as the Senior Preferred Units remain outstanding, the written consent of the Senior Preferred Members holding at least 75% of the Senior Preferred Units outstanding; or

(c) the entry of a decree of judicial dissolution under Section 18-802 of the Delaware Act.

Section 13.3. *Liquidation*. Upon dissolution of the Company, the Board shall immediately commence to wind up the Company's affairs; *provided*, *however*, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Board to minimize the normal losses attendant upon a liquidation. The Members shall continue to share Profits and Losses during liquidation as specified in Article VII. The proceeds of liquidation shall be distributed in the following order and priority:

(a) *first*, to creditors of the Company, excluding Members (other than Preferred Members) to the extent they are creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof);

(b) *second*, to the Senior Preferred Members in accordance with Section 4.3(c);

(c) *third*, to the Junior Preferred Members in accordance with Section 4.3(c);

(d) *fourth*, to Members who are creditors of the Company; and

(e) *fifth*, to the Members in accordance with Section 8.1.

Section 13.4. *Termination*. The Company shall terminate when all of the assets of the Company, after payment, or due provision for all debts, liabilities and obligations, of the Company shall have been distributed to the Members in the manner provided for in this Article XII and the Certificate shall have been canceled in the manner required by the Delaware Act.

Section 13.5. *Claims of the Members*. The Members and former Members shall look solely to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after payment of or due provision for all debts,

liabilities and obligations of the Company are insufficient to return such Capital Contributions, the Members and former Members shall have no recourse against the Company, any Covered Person or any other Member.

ARTICLE XIV
MISCELLANEOUS

Section 14.1. *Notices*. Any notice or other communication provided for in this Agreement (a "Notice") shall be in writing, duly signed by the party giving such Notice, and shall be sent via (a) hand delivery, (b) e-mail transmission (provided that such Notice also is sent by one of the other methods set forth in this paragraph), (c) registered or certified mail (postage prepaid), or (d) overnight courier service, and addressed as follows:

(i) If sent to any Member or Manager, to the person and at the address (and, if applicable, fax number or e-mail address) set forth opposite its name on Schedule A or Schedule 5.1, as applicable, attached hereto, or at such other address (and, if applicable, fax number or e-mail address) as such Member or Manager may hereafter designate by Notice to the Company.

(ii) If sent to Company: 6021 Connection Drive, 4th Floor, Irving, TX 75039, or at such other address (and, if applicable, fax number or e-mail address) as the Company may hereafter designate by Notice to the Members and the Managers.

Each Notice shall be deemed to have been given and effective upon receipt (or refusal of receipt); *provided, however,* that if any notice is sent by email and a second method in accordance with this Section 14.1, such notice shall not be deemed to have been given until receipt of such second method unless the receiving party confirms receipt of the email, in which case notice shall be deemed to have been given at the time of such confirmation.

Section 14.2. *Failure to Pursue Remedies*. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 14.3. *Cumulative Remedies*. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 14.4. *Binding Effect*. This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, legal representatives and permitted assigns.

Section 14.5. *Interpretation*. All references herein to "Articles," "Sections" and "Paragraphs" shall refer to corresponding provisions of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent in writing and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a Person are also to its permitted successors and assigns.

Section 14.6. *Severability*. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal, invalid or unenforceable for any reason whatsoever, that term or provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and such illegality, invalidity or unenforceability shall not affect the validity or legality of the remainder of this Agreement. If necessary to effect the intent of the parties, the Members will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language which as closely as possible reflects such intent.

Section 14.7. *Counterparts*. This Agreement may be executed (including by facsimile or other electronic transmission) in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

Section 14.8. *Governing Law*. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Delaware, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

Section 14.9. *Binding Agreement*. Notwithstanding any other provision of this Agreement, the Members agree that this Agreement constitutes a legal, valid and binding agreement of the Members, and is enforceable against the Company and the Members in accordance with its terms.

Section 14.10. *Waiver of Jury Trial*. Each party hereto waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to this Agreement.

Section 14.11. *Amendments*. Subject to Section 4.1, Section 4.4 and Section 4.14, any amendment to this Agreement shall be adopted and be effective as an amendment hereto if approved by the Board.

Section 14.12. *Spousal Consents*. The termination of the marital relationship of any Member and such Member's spouse for any reason shall not have the effect of removing any Units otherwise subject to this Agreement from the coverage hereof. In the event any Member should hereafter become married to any Person, such Member shall cause such new spouse promptly to execute an instrument acceptable to the Board pursuant to which said new spouse shall agree to (a) be bound by the terms of this Agreement, including the terms of this Section 4.12, and (b) appoint the Member to whom he or she is married as his or her attorney in fact to represent him or her in all matters with regard to the Company and to bind his or her Interest, jointly with the applicable Member's, including by execution of any document relating to the Company.

Section 14.13. *Powers of Attorney*.

(a) Each of the Members (other than the Senior Preferred Members) does hereby constitute and appoint the Board and the liquidators of the Company, and their respective designees, with full power of substitution, as its true and lawful agents and attorneys in fact, with full power and authority in its name, place and stead, to execute, swear to, acknowledge, deliver, file and record (i) all instruments, documents and certificates that may from time to time be required by any law to effectuate, implement and continue the valid and subsisting existence of the Company, (ii) all instruments, documents and certificates which the Board or the liquidators, as applicable, deem appropriate or necessary to reflect any amendment, change, modification or restatement of this Agreement effected in accordance with Section 4.11, (iii) all instruments, documents and certificates relating to the admission, withdrawal or substitution of any Member (other than the Senior Preferred Members) pursuant to Article XII or Article XIII, and (iv) all instruments, documents and certificates that may be required to effectuate the dissolution and termination of the Company in each case in accordance with the provisions of this Agreement.

(b) Each of the Members (other than the Senior Preferred Members) does hereby constitute and appoint the Board, the liquidators and, with respect to Section 12.7, a designee of any Member (other than a Senior Preferred Member) or the Company, as applicable, exercising its rights thereunder, and their respective designees, with full power of substitution, as its proxies and true and lawful agents and attorneys in fact, with full power and authority in its name, place and stead, with respect to the matters set forth herein, including regarding any Transfer pursuant to Section 12.7 and hereby authorizes each of them to represent, vote and consent, if and only if the party attempts to vote or consent (whether by proxy, in person or by written consent), in a manner which is inconsistent with the terms of this Agreement, all of such Member's Interests in favor of the approval of any Transfer pursuant to and in accordance with the terms and provisions of Section 12.7 or to take any action necessary to effect the provisions of Section 12.7 including the execution, delivery, filing and recording of any and all instruments,

documents and certificates which the Board or designee of any Member (other than a Senior Preferred Member) or the Company, as applicable, exercising its rights under Section 12.7 deems appropriate or necessary to effect the provisions thereof. Notwithstanding the foregoing, nothing in this Section 14.3 shall grant to any Member the right to appoint any Manager on behalf of any other Member that has the right to appoint one or more Managers pursuant to Section 5.1.

(c) Each of the proxies and powers of attorney granted pursuant to this Section is given in consideration of the agreements and covenants of the Company and the Members in connection with the transactions contemplated by this Agreement and each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates in accordance with its terms, and will survive the death, incompetency, disability or dissolution of such Member. Each Member hereby revokes any and all previous proxies or powers of attorney with respect to the Interests and shall not hereafter, unless and until this Agreement terminates in accordance with its terms, purport to grant any other proxy or power of attorney with respect to any of the Interests, deposit any of the Interests into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Interests, in each case, with respect to any of the matters set forth herein.

Section 14.14. *Entire Agreement*. This Agreement and the other documents and agreements referred to herein or entered into concurrently herewith, including the Certificate, the Senior Preferred Unit Subscription Agreement, the Junior Preferred Unit Subscription Agreement, the Warrants, each agreement related to the grant of Management Incentive Units, embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein; *provided*, *however*, that such other agreements and documents shall not be deemed to be a part of, a modification of or an amendment to this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings with respect to the subject matter contained herein, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter, including the Existing Limited Liability Company Agreement.

Section 14.15. *No Third-Party Beneficiaries*. Except as provided in Article XI (which shall be for the benefit of and enforceable by Covered Persons as described therein) and except as set forth in the next sentence, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. The provisions of this Agreement relating to the Warrants and the holders thereof are for the benefit of and enforceable by the holders of the Warrants (and their respective heirs, executors, administrators, successors and assigns). A holder of a Warrant, in its capacity

as such, has agreed in such Warrant to be bound by this Agreement to the extent expressly applicable to such Warrant.

Section 14.16. *BHC Amendments*. If the BlackRock Investors determine at any time that the continued ownership by the BlackRock Investors of any or all of the Units or other Interests in the Company owned by them (a) creates a material risk that a banking regulatory authority with jurisdiction over the BlackRock Investors or any of their Affiliates may assert that the BlackRock Investors or any of their Affiliates (i) controls the Company for banking law purposes or (ii) is in violation of applicable law, including without limitation Section 13 of the Bank Holding Company Act or the Volcker Rule, or (b) otherwise would have an adverse effect on the BlackRock Investors or its Affiliates that is material in any respect, including by subjecting it to regulatory requirements with respect to the holding of the Units or other Interests of the Company by the BlackRock Investors, the BlackRock Investors may, without the consent or approval of any other Member, make any change to this Agreement necessary or advisable, as reasonably determined by the BlackRock Investors, to reduce such risk or avoid such adverse effect (any such change to this Agreement, a "**BHCA Amendment**"). By acceptance of its Units in the Company, each Member hereby agrees, and shall be required, to cooperate fully, at Company's expense, with any such BHCA Amendment.

Section 14.17. *Use of BlackRock Name*. The Company will not, and each Member will not, without the written consent of the BlackRock Investors in each instance, use in advertising, publicity or otherwise the name of the BlackRock Investors or any of their respective Affiliates, or any director, officer or employee of the BlackRock Investors, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by any of the BlackRock Investors or any of their Affiliates or any information relating to the business or operations of any of the BlackRock Investors or any of their Affiliates (including, for the avoidance of doubt, any investment vehicles, funds or accounts managed thereby); *provided*, *however*, the Company may, without consent from the BlackRock Investors, disclose on a confidential and non-public basis the fact that the BlackRock Investors made an investment in the Company (but not, other than with respect to the Company's advisors, the terms of such investment) to the Company's existing investors, prospective investors, existing lenders, prospective lenders, existing capital markets investors (but not in any offering memorandum, private placement memorandum or other similar offering document), investment bankers, financial advisors and other advisors to the Company (e.g., attorneys, accountants, etc.), consultants, and rating agencies.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above stated.

Common Unit Member:

GANAS INVESTORS, LLC

By: DocuSigned by: _____

Name: Daniel Chu
Title: Manager

BOPA1, L.P.

By: BOPA1 (GenPar), LLC, in its capacity as general partner

By: BlackRock Financial Management, Inc., its manager

By: 

Name: Pam Chan
Title: Authorized Signatory

COASTLINE FUND, L.P.

By: BlackRock Financial Management, Inc., its Investment Manager

By: _____

Name: Pam Chan
Title: Authorized Signatory

MULTI-ALTERNATIVE OPPORTUNITIES FUND (A), L.P.

By: Multi-Alternative Opportunities Fund (GenPar), LLC, its general partner

By: BlackRock Financial Management, Inc., its manager

By: _____

Name: Pam Chan
Title: Authorized Signatory

MULTI-ALTERNATIVE OPPORTUNITIES FUND (B), L.P.

By: Multi-Alternative Opportunities Fund

(GenPar), LLC, its general partner

By: BlackRock Financial Management, Inc., its manager

By: _____
Name: Pam Chan
Title: Authorized Signatory

OAK MARSH GLOBAL OPPORTUNITIES FUND, L.P.

By: Oak Marsh Global Opportunities Fund (GenPar), LLC, its general partner

By: BlackRock Financial Management, Inc., its manager

By: _____
Name: Pam Chan
Title: Authorized Signatory

TOTAL ALTERNATIVES FUND – PRIVATE CREDIT LP

By: Total Alternatives Fund (GenPar) LLC, its general partner

By: BlackRock ASG Master Carry, L.P. – TAF Series, its sole member

By: BlackRock Financial Management, Inc., its general partner

By: _____
Name: Pam Chan
Title: Authorized Signatory

ASG ROOSTER HOLDINGS II, LLC

By: BlackRock Financial Management, Inc., its manager

By: _____
Name: Pam Chan
Title: Authorized Signatory

ABR ROOSTER HOLDINGS II, LLC

By: BlackRock Financial Management, Inc., its manager

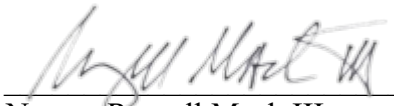
By: _____
Name: Pam Chan
Title: Authorized Signatory

BLACKROCK IMPACT OPPORTUNITIES FUND, L.P.

By: BlackRock Financial Management, Inc., its manager

By: _____
Name: Pam Chan
Title: Authorized Signatory

TH MACK LP
By: Mack & Co. GP, LLC
Its: General Partner

By: 
Name: Roszell Mack III
Title: Managing Member

Annex A

Senior Preferred Unit Protective Covenants

Until the redemption in full of the Senior Preferred Units:

1. Good Standing; Licenses, Approvals and Agreements. The Company shall, and shall cause its Subsidiaries to, (a) (i) maintain its existence and good standing in its jurisdiction of incorporation and (ii) maintain qualification in each jurisdiction in which it is required under applicable law, except, solely with respect to clause (a)(ii), where failure to do so could not reasonably be expected to have a material adverse effect on the Company and its Subsidiaries and (b) maintain in force all licenses, approvals and agreements, the loss of which could have a material adverse effect on the Company and its Subsidiaries.

2. Government Compliance. The Company shall, and shall cause its Subsidiaries to, (a) meet the "minimum funding requirements" of ERISA with respect to each Pension Plan (as defined in Section 412 of the Code or Section 302 of ERISA), noncompliance with which could reasonably be expected to have a material adverse effect on the Company and its Subsidiaries and (b) comply with all statutes, laws, ordinances and government rules and regulations (including, without limitation, the USA PATRIOT Act, the FCPA and OFAC) to which it is subject, noncompliance with which could reasonably be expected to have a material adverse effect on the Company and its Subsidiaries.

3. Financial Statements, Reports, Certificates. To the extent not otherwise required by Section 9.1 of this Agreement, the Company shall deliver the following to the Senior Preferred Members:

(a) as soon as available, but in any event within thirty (30) days after the end of each month, a consolidated balance sheet, income, and cash flow statement covering the consolidated operations of the Company and its Subsidiaries during such period, prepared in accordance with GAAP, consistently applied;

(b) as soon as available, but in any event within forty-five (45) days after the end of each fiscal quarter, a consolidated balance sheet, income, and cash flow statement covering the consolidated operations of the Company and its Subsidiaries during such period, prepared in accordance with GAAP, consistently applied;

(c) as soon as available, but in any event within one hundred twenty (120) days after the end of the Company's Fiscal Year, audited consolidated financial statements of the Company prepared in accordance with GAAP, consistently applied, together with an unqualified opinion (except as to maturity of Indebtedness and breach or anticipated breach of any financial covenant) on such financial statements of an independent certified public accounting firm reasonably acceptable to the Senior Preferred Members;

(d) together with each delivery of financial statements pursuant to Sections 3(b) and 3(c), (i) a Management's Discussion and Analysis of Financial Position and Results of Operations, and (ii) a schedule setting forth in reasonable detail, with respect to the Company and its Subsidiaries, calculations of (A) Indebtedness, (B) Tangible Net Worth, and (C) Indebtedness to Tangible Net Worth Ratio;

(e) copies of all statements, reports and notices sent or made available generally by the Company or its Subsidiaries to its security holders or to any lenders and, if applicable, all reports filed with the Securities and Exchange Commission;

(f) as soon as available, but in any event no later than ninety (90) days after the end of Company's Fiscal Year, annual operating projections (including income statements, balance sheets and cash flow statements presented in a monthly or quarterly format) for the forthcoming Fiscal Year, in form and substance reasonably satisfactory to the Senior Preferred Members;

(g) copies of all material notices (including default notices), reports or materials sent or received by the Company or its Subsidiaries in connection with any material Indebtedness;

(h) promptly upon receipt of notice thereof, a report of the commencement of, or any material developments in (including copies of any draft settlement agreements), any legal actions pending or threatened against the Company or any Subsidiary thereof that could reasonably be expected to result in damages or costs to the Company or any Subsidiary (prior to giving effect to any insurance or indemnities) in excess of $625,000 individually or $1,750,000 in the aggregate or could reasonably be excepted to result in a material adverse effect on the Company and its Subsidiaries;

(i) promptly (but in any event within five (5) Business Days) upon any responsible officer of the Company or any Subsidiary becoming aware that the counterparty with respect to any material Indebtedness or material contract of the Company or any Subsidiary has given any notice or taken any other action with respect to a claimed default thereunder, notice from a responsible officer specifying the nature and period of existence of any such condition or event, or specifying the notice given or action taken by such holder or Person and the nature of such claimed default, event or condition;

(j) promptly (but in any event within ten (10) Business Days) upon any responsible officer of the Company or any Subsidiary obtaining knowledge of the existence of any change in the Company's certified public accountant, notice from a responsible officer specifying the change.

(k) promptly (but in any event within five (5) Business Days), upon any responsible officer of the Company or Subsidiary obtaining knowledge of any ERISA Event;

(l) promptly (but in any event within twenty (20) Business Days), upon any responsible officer of the Company or any Subsidiary obtaining knowledge of any written complaint, order, citation, notice or other written communication from any Person delivered to the Company or any Subsidiary with respect to, or if any responsible officer of the Company or any Subsidiary becomes aware of (i) the existence or alleged existence of a violation by the Company or any Subsidiary of any applicable environmental law or any pending legislative or threatened proceeding under any applicable environmental law (or any material developments with respect to such events) or (ii) any property of the Company or any Subsidiary that is or will be subject to a lien imposed pursuant to any environmental law, in each case of (i) through (ii), that could reasonably be expected to give rise to, remediation costs and expenses or losses of the Company and/or its Subsidiaries that exceed $1,500,000, written notice from a responsible officer of the Company or Subsidiary specifying the nature and period of existence of any such condition or event, or specifying the notice given or action taken by such holder or Person;

(m) promptly (but in any event within twenty (20) Business Days) copies of any reports or notices related to any claim or investigation by a Governmental Authority, with respect to a material deficiency in the payment of taxes or, with respect to any audit, by the Company or any Subsidiary;

(n) promptly (but in any event within ten (10) Business Days) after any responsible officer of the Company or any Subsidiary obtains knowledge of the occurrence of any event or change that has resulted or would reasonably be expected to result in, either in any case or in the aggregate, a material adverse effect on the Company and its Subsidiaries, notice from a responsible officer of the Company or Subsidiary specifying the nature and period of existence of any such event or change; or

(o) promptly (but in any event within twenty (20) Business Days) after the Company or any Subsidiary changes its financial accounting method for purposes of GAAP reporting, other than any change required by GAAP, notice from a responsible officer of the Company or Subsidiary specifying such changes.

4. Inspection Rights. The Company shall, and shall cause its Subsidiaries to, permit Senior Preferred Members to inspect such Person's books and records at any time from time to time during ordinary business hours, all at the Company's sole cost and expense; *provided* that such inspections will be conducted during regular business hours and upon reasonable prior notice.

5. Taxes.

(a) The Company shall, and shall cause its Subsidiaries to, make due and timely payment or deposit of all federal and other material taxes, assessments, or contributions required of it by law, and will execute and deliver to Senior Preferred Members, on demand, appropriate certificates or other proof reasonably satisfactory to Senior Preferred Members attesting to the payment or deposit thereof.

(b) The Company shall, and shall cause its Subsidiaries to, make timely payment or deposit of all material tax payments and material withholding taxes required of it by applicable laws, including, but not limited to, those laws concerning F.I.C.A., F.U.T.A., state disability, and local, state, and federal income taxes, and shall, upon request, furnish Senior Preferred Members with proof reasonably satisfactory to Senior Preferred Members indicating that such Person has made such payments or deposits.

6. Insurance. The Company shall, and shall cause its Subsidiaries to, maintain policies of insurance with respect to its properties and businesses against such casualties and contingencies as are in accordance with the general practices of businesses engaged in similar activities in similar geographic areas, all at the Company's sole cost and expense.

7. Conduct of Business; Maintenance of Properties. The Company shall, and shall cause its Subsidiaries to, (a) continue to conduct its business substantially as now conducted or as otherwise permitted hereunder; and (b) at all times maintain, preserve and protect all of its assets and properties used or useful in the conduct of its business, and keep the same in good repair, working order and condition in all material respects (taking into consideration ordinary wear and tear) and from time to time make, or cause to be made, all necessary or appropriate repairs, replacements and improvements thereto consistent with industry practices, except as would not result in a material adverse effect on the Company and its Subsidiaries.

8. Intellectual Property Rights. The Company shall, and shall cause its Subsidiaries to, (a) except as the Company may determine in its reasonable business judgment in connection with a Permitted Disposition, protect, defend and maintain the validity and enforceability of intellectual property owned by and not in-licensed by the Company or its Subsidiary and (b) except as the Company may determine in its reasonable business judgment, not allow any registered intellectual property owned by and not in-licensed by the Company or its Subsidiary material to the Company's or such Subsidiary's business to be abandoned, forfeited or dedicated to the public.

9. Environmental Matters. The Company shall, and shall cause each Subsidiary to, (i) comply, and cause all lessees and other Persons operating or occupying its properties to comply, in all material respects, with all applicable environmental laws and environmental permits that it holds or is required to hold under applicable laws, except

where the failure to do so could not reasonably be expected to give rise to, remediation costs and expenses of the Company and/or its Subsidiaries that exceed $1,500,000.

10. Dispositions. The Company shall not, and shall not permit its Subsidiaries to, convey, sell, lease, license, transfer or otherwise dispose of all or any part of its business or property (including any equity interests in Subsidiaries), other than Permitted Dispositions.

11. Change in Business. The Company shall not, and shall not permit its Subsidiaries to engage in any business other than the businesses currently engaged in by the Company and its Subsidiaries and any business substantially similar or related thereto or without the consent of the Senior Preferred Members holding a majority of the Senior Preferred Units.

12. Encumbrances. The Company shall not, and shall not permit their respective Subsidiaries to, create, incur, assume or suffer to exist any Lien with respect to any of its property, or assign or otherwise convey any right to receive income, including the sale of any Accounts, except for Permitted Liens.

13. Compliance. The Company shall not, and shall not permit their respective Subsidiaries to, (a) become an "investment company" or be controlled by an "investment company," within the meaning of the Investment Company Act of 1940, (b) become principally engaged in, or undertake as one of its important activities, the business of extending credit for the purpose of purchasing or carrying margin stock, (c) fail to meet the "minimum funding requirements" of ERISA with respect to any Pension Plan, which could reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, (d) permit a "reportable event" or "prohibited transaction" (in each case, as defined in ERISA) to exist which could reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, or (e) violate any law or regulation which violation could reasonably be expected to have a material adverse effect on the Company and its Subsidiaries.

14. Anti-Terrorism Laws. The Company shall not, and shall not permit any Subsidiary to, conduct, deal in or engage in or permit any Affiliate or agent of such Person within its control to conduct, to deal in or engage in any of the following activities: (a) conduct any business or engage in any transaction or dealing with any person blocked pursuant to Executive Order No. 13224 ("Blocked Person"), including the making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person; (b) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224; or (c) engage in on conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order No. 13224 or the USA Patriot Act.

15. Restrictive Agreements. The Company shall not, and shall not permit any Subsidiary to, directly or indirectly create or otherwise cause or suffer to exist

or become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary to: (i) pay any Indebtedness owed to the Company or any Subsidiary; (ii) make loans or advances to the Company or any Subsidiary; or (iii) transfer any of its property or assets to the Company or any Subsidiary; *provided* that the foregoing shall not apply to (1) restrictions or conditions imposed by law, or by this Agreement, (2) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement, (3) customary provisions in leases, subleases, licenses, asset sale agreements and other contracts restricting the grant of a security interest therein or the assignment thereof or the assets governed thereby, (4) any agreement in effect at the time any Person becomes a Subsidiary, so long as such agreement was not entered into solely in contemplation of such Person becoming a Subsidiary, (5) customary provisions limiting the disposition or distribution of assets or property in asset sale agreements, stock sale agreements and other similar agreements in the ordinary course of business (including agreements entered into in connection with any investment permitted under Section 13), which limitation is applicable only to the assets that are the subject of such agreements pending a sale or merger, (6) customary provisions in agreements with clearing houses or other similar agreements entered into in the ordinary course of business, (7) restrictions in other agreements evidencing Indebtedness for borrowed money permitted under this Agreement, solely to the extent that such agreements do not otherwise conflict with the terms of this Agreement, and (8) customary provisions in leases, licenses, joint venture agreements and similar instruments and agreements.

16. Limitation on Sale and Leaseback Transactions. The Company shall not, and shall not permit any Subsidiary to, directly or indirectly, enter into any arrangement with any Person whereby in a substantially contemporaneous transaction the Company or any of its Subsidiaries sells or transfers all or substantially all of its right, title and interest in an asset and, in connection therewith, acquires or leases back the right to use such asset.

17. Fiscal Year; Accounting Change. The Company shall not, and shall not permit any Subsidiary to, (a) change its Fiscal Year end except with the consent of the Senior Preferred Members (not to be unreasonably withheld, delayed, denied or conditioned) or (b) make any material change in its accounting treatment and reporting practices except as required or permitted by GAAP.

18. Holding Company. The Company shall not (i) create or suffer to exist any lien upon any assets or property now owned or hereafter acquired, leased or licensed by it other than Permitted Liens; (ii) engage in any business or activity or own any material assets other than (a) directly holding 100% of the outstanding voting and economic equity interests of its first tier Subsidiaries existing on the Effective Date, (b) performing its obligations with respect to any Permitted Indebtedness (and activities related thereto) and its organizational documents or as required by any applicable law, (c) entering into, and performing its obligations under and in connection with, (A) contracts and agreements with officers, directors and employees of Company or its Subsidiaries relating to their employment or directorships, (B) insurance policies and related contracts and agreements

and (C) equity subscription agreements, registration rights agreements, voting and other stockholder agreements and other agreements in respect of Permitted Equity Issuances or of equity issuances junior in priority to the Senior Preferred Units and that do not require any cash payment prior to the redemption in full in cash of the Senior Preferred Units, (d) participating in tax, accounting and other administrative matters as a member of the consolidated group of Company and its Subsidiaries, (e) incurring fees, costs and expenses relating to overhead and general operating or (f) activities incidental to the businesses and activities described in preceding clauses (ii)(a) through (ii)(e) above; (iii) (a) consolidate with or merge with or into any Person or (b) convey, transfer, lease or license all or substantially all its assets to, any Person; or (iv) fail to hold itself out to the public as a legal entity separate and distinct from all other Persons.

19. Creditors. The Company shall not, and shall not permit any Subsidiary to, directly or indirectly, (i) in connection with a foreclosure or sale or transfer of all or substantially of the assets of the Company or its subsidiaries by any secured creditor as a result of the breach by Company or any of its subsidiaries of their duties in connection with any transaction or securities, no waiver of or amendment to any of the Company's (or its subsidiaries') rights against any such secured creditor; (ii) settle any litigation, arbitration, or other proceeding, in each case, that involves a guilty plea, or any acknowledgement of criminal wrongdoing if such settlement would have a material adverse effect on the Company and its subsidiaries, taken as a whole; and (iii) consent to or implement any restructuring or sale transaction that would have the effect of impairing in any material respect the value of the Senior Preferred Units or any of the non-monetary rights of the Senior Preferred Members unless the Senior Preferred Units will be redeemed in full at the Preferred Redemption Price in connection with such restructuring or sale transaction.

20. Voluntary Bankruptcy. The Company shall not, and shall not permit any Subsidiary to, directly or indirectly, institutes or consents to the institution of any proceeding under any debtor relief law, or makes a general assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or substantially all of its property.

21. Senior Preferred Member Calls. Within 5 Business Days of the receipt of the quarterly and annual financial information required by Section 3(a) and 3(c), the Company will conduct a meeting (which such meeting may be a telephonic meeting, at the election of Company) of the Senior Preferred Members to discuss the most recently reported financial results and the financial condition of the Company and its Subsidiaries, at which there shall be present the chief financial officer and such other officers of the Company as may be reasonably requested to attend by the Senior Preferred Members, such request or requests to be made at a reasonable time prior to the scheduled date of such meeting. Such meetings shall be held at a time and place convenient to the Senior Preferred Members and to Company.

22. Defined Terms. Capitalized terms used on this Annex A shall have the respective meanings ascribed to such terms in this Agreement or below:

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder.

"**ERISA Affiliate**" means each Person, trade or business (whether or not incorporated) that, together with the Company, is, or within the past six (6) years was, treated as a single employer under (i) Section 414(b) or (c) of the Code or Section 4001(14) of ERISA or (ii) solely for purposes of Section 302 of ERISA and Section 412 of the Code, Section 414 of the Code.

"**ERISA Event**" means any of the following: (i) the institution of any steps by the Company or any ERISA Affiliate or the PBGC to terminate any Pension Plan or appoint a trustee to administer any Pension Plan, or the occurrence of any event or condition that would reasonably be expected to constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Plan, (ii) the failure of the Company or any ERISA Affiliate to make a required contribution on a timely basis to any Pension Plan or multiemployer pension plan (within the meaning of Section 4001 of ERISA) ("**Multiemployer Plan**"), (iii) the taking of any action with respect to a Pension Plan which is reasonably likely to result in the requirement that the Company or any Subsidiary furnish a bond or other security to the PBGC or such Pension Plan, (iv) the occurrence of a reportable event under Section 4043 of ERISA (for which a reporting requirement is not waived) with respect to any Pension Plan, (v) the occurrence of any event with respect to any Pension Plan or Multiemployer Plan which is reasonably likely to result in the incurrence by the Company or any Subsidiary of any material liability, fine or penalty (including any claim or demand for withdrawal liability or partial withdrawal from any Multiemployer Plan), (vi) any material increase in the liability or contingent liability of the Company or any Subsidiary with respect to any post-retirement welfare plan benefit or (vii) the receipt by the Company or any Subsidiary of any notice that with respect to any Multiemployer Plan that increased contributions will be required to avoid a reduction in plan benefits or the imposition of an excise tax, that any such plan is or is expected to be in "at risk" status (as defined in Section 412 of the Code or Section 302 of ERISA), that any such plan is or will be terminated, or that any such plan is or will become insolvent, (viii) an event or circumstance or failure that results in or would reasonably be expected to result in liability to the Company or a Subsidiary under Title I of ERISA or a tax under any of Sections 4971 through 5000 of the Code; or (ix) disqualification of an ERISA Plan that is intended to be qualified under Section 401(a) of the Code, or incurrence of a material sanction in lieu of disqualification.

"**ERISA Plan**" means any "employee benefit plan", as defined in Section 3(3) of ERISA, which the Company or an ERISA Affiliate maintains, sponsors or contributes to, or, in the case of an employee benefit plan which is subject to Section 412 of the Code or Title IV of ERISA, to which the Company or any ERISA Affiliate has any liability, including any liability by reason of having been a substantial employer within the

meaning of Section 4063 of ERISA at any time during the preceding five (5) years, or by reason of being deemed to be a contributing sponsor under Section 4069 of ERISA.

"**PBGC**" means the Pension Benefit Guaranty Corporation and any Person succeeding to any or all of its functions under ERISA.

"**Pension Plan**" means any ERISA Plan that is subject to Section 412 of the Code or Title IV of ERISA.

"**Permitted Equity Issuances**" means, issuance of equity by the Company or a Subsidiary of the Company, (i) to a wholly-owned direct or indirect subsidiary of the Company or (ii) director's qualifying shares (or equivalents) or (iii) pursuant to employee stock option plans or similar employee benefits arrangements.

"**Permitted Liens**" means (i) liens on Company assets in connection with Indebtedness permitted by the terms hereof, including Permitted Indebtedness, (ii) liens to secure workers compensation, insurance and pension or other like obligations, (iii) Liens of carriers', landlords', repairmen's, mechanics, materialmen, warehousemen, carriers, or other similar statutory Liens securing obligations (x) that are not yet delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings diligently prosecuted, which proceedings have the effect of preventing the forfeiture or sale of the property, assets or revenues subject thereto and for which adequate reserves in accordance with GAAP are being maintained and (y) that are incurred in the ordinary course of business, (iv) easements, rights of way and zoning restrictions and (v) liens for taxes and other government charges which are not delinquent or are being contested in good faith and adequate reserves are maintained in accordance with GAAP.

"**Permitted Refinancing**" means, with respect to any Person, any modification, refinancing, refunding, renewal, replacement, repurchase, exchange or extension (collectively, a "Refinancing" and "Refinance" and "Refinanced" shall have correlative meanings) of any Indebtedness of such Person including Indebtedness that is refinancing Permitted Refinancing Indebtedness; *provided*, *however*, that (a) the principal amount (or if issued with original issue discount, an aggregate issue price) thereof does not exceed the principal amount of the Indebtedness so Refinanced except by an amount equal to accrued and unpaid interest and any premium thereon plus other amounts paid, and fees and expenses incurred, in connection with such Refinancing, including any customary and reasonable defeasance costs, underwriting fees and discounts and tender premiums and by an amount equal to any existing commitments unutilized and letters of credit undrawn thereunder; (b) such Refinancing has a final maturity date equal to or later than the final maturity date of, and has a weighted average life to maturity equal to or greater than the weighted average life to maturity of, the Indebtedness being Refinanced; (c) if the Indebtedness being Refinanced is unsecured, such Refinancing is unsecured; (d) such Refinancing is incurred by the Person who is the obligor or guarantor (or any successor thereto) on the Indebtedness being Refinanced and is not guaranteed by any Person who is not an obligor or guarantor under the Indebtedness being Refinanced; (e) such

Refinancing shall not be secured by any asset that does not secure the Indebtedness being Refinanced, and (f) any terms of such Indebtedness shall be on terms as agreed by the Company or the applicable Subsidiary and the lenders providing such Indebtedness.

Schedule A

MEMBERS AND CAPITAL CONTRIBUTIONS

Common Units

Name and Contact Information	Number of Common Units	Capital Contributions	Percentage Interest (including warrants)
Ganas Investors, LLC 6021 Connection Drive 4th Floor Irving, Texas 75039 Attention: Daniel Chu Telephone: (424) 290-2200 E-mail: dchu@tricolor.com Telefax: (424) 290-2700	42,492,158		75.20%
TOTAL:	42,492,158		75.20%

Senior Preferred Units

Name and Contact Information	Number of Senior Preferred Units	Number of Senior Preferred Units at 12/31/2021(includes PIK dividend)	Capital Contributions	Percentage Interests of the Senior Preferred Units	Convertible Preferred as Converted Percentage Interest (including warrants)
BOPA1, L.P.	5,488.45	5,669.95	$5,488,450.51	6.1%	0.90%
Coastline Fund, L.P.	7,066.03	7,299.70	$7,066,026.26	7.9%	1.16%
MULTI-ALTERNATIVE OPPORTUNITIES FUND (A), L.P.	8,930.61	9,225.95	$8,930,606.06	9.9%	1.47%
MULTI-ALTERNATIVE OPPORTUNITIES FUND (B), L.P.	4,317.65	4,460.43	$4,317,646.46	4.8%	0.71%
OAK MARSH GLOBAL OPPORTUNITIES FUND, L.P.	1,372.04	1,417.41	$1,372,044.44	1.5%	0.23%
Total Alternatives Fund - Private Credit LP	2,601.01	2,687.03	$2,601,007.07	2.9%	0.43%
ASG Rooster Holdings II, LLC	22,801.72	23,555.77	$22,801,718.18	25.3%	3.75%
ABR Rooster Holdings II, LLC	12,626.26	13,043.81	$12,626,262.63	14.0%	2.08%
BlackRock Impact Opportunities Fund, L.P.	24,796.23	25,616.24	$24,796,238.39	27.6%	4.08%

Senior Preferred Members Notice Information:

c/o BlackRock Financial Management, Inc.
55 East 52nd Street

New York, NY 10055
Attn: Christian Donohue, Nitin Dahiya and Paul Braude
Email: GroupBAIAltSolutions@blackrock.com
GroupGlobalAIS@blackrock.com
GroupPrivate-Closings@blackrock.com
GroupASGAdmin@blackrock.com
Christian.Donohue@blackrock.com

Daniel.Levan@blackrock.com
Michael.McCarney@blackrock.com

with copies (not constituting notice) to:

c/o BlackRock, Inc.
Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: David Maryles
Email: legaltransactions@blackrock.com

with copies (not constituting notice) to:

Proskauer Rose LLP
Eleven Times Square
New York, NY 10036-8299
Attention: James P. Gerkis
Email: JGerkis@proskauer.com

Junior Preferred Units

Name and Contact Information	Number of Junior Preferred Units	Capital Contributions	Percentage Interests
TH Mack LP	943,324.06	$13,565,000	1.67%

Junior Preferred Members Notice Information:

Roszell Mack III
TH Mack LP
c/o Mack & Co., GP LLC
2555 N. Pearl Street, Unit 1604
Dallas, TX 75201
E-mail: rmack@mackco.com
Tel: 646-831-8794

Management Incentive Units

Name and Contact Information	Capital Contributions	Number of Management Incentive Units	Number of Vested Management Incentive Units	Percentage Interest
Daniel Chu 2430 Victory Park Lane, #2309 Dallas, Texas 75219 Telephone: (214) 534-3600 E-mail: dchu@tricolor.com	N/A	2,312,949	2,312,949	4.09%
Javier Larraza 5901 McFarland Court Plano, Texas 75093 Telephone: (214) 675-3747 E-mail: jlarraza@investarf.com Telefax: (972) 534-1385	N/A	294,265	294,265	0.52%
Jerry Kollar 2368 San Andres Drive Frisco, Texas 75033 Telephone: (214) 693-8094 E-mail: jkollar@tricolor.com	N/A	635,110	465,173	0.82%

Name and Contact Information	Capital Contributions	Number of Management Incentive Units	Number of Vested Management Incentive Units	Percentage Interest
David Goodgame 6611 Lake Meadow Lane Sachse, Texas 75048 Telephone: (214) 704-5387 E-mail: dgoodgame@tricolor.com	N/A	423,410	296,100	0.52%
Zhi (James) Li 1712 Egret Lane Southlake, Texas 76092 Telephone: (850) 273-2701 E-mail: jli@tricolor.com	N/A	635,110	507,227	0.90%
Eduardo Perez 2514 County Road 341 McKinney, TX 75071 Telephone: (214) 901-4317 E-mail: eduardo.perez@tricolor.com	N/A	213,142	127,885	0.23%
Dann Adams 627 Apache Trail Woodstock, GA 30189 Telephone: (404) 512-4707 E-mail: jdannadams@icloud.com	N/A	105,853	63,512	0.11%

Name and Contact Information	Capital Contributions	Number of Management Incentive Units	Number of Vested Management Incentive Units	Percentage Interest
Josh Tseng 889 StarCreek Pkwy Allen, TX 75013 Telephone: (804) 836-8744	N/A	10,513	10,513	0.02%
Jason Hutton 3057 Crestwater Ridge Keller, TX 76248 Telephone: (214)-205-7492 E-mail: jch269@nyu.edu	N/A	31,540	31,540	0.06%
Albert Hoover	N/A	727,086	227,215	0.40%
Andy Mata	N/A	120,790	36,237	0.06%

Name and Contact Information	Capital Contributions	Number of Management Incentive Units	Number of Vested Management Incentive Units	Percentage Interest
Mark Schmitz	N/A	120,790	36,237	0.06%
Maggie Shoop-Martinson	N/A	6,040	6,040	0.01%
Stephanie Hanson	N/A	467,120	87,585	0.15%
Nick Brown	N/A	174,435	65,523	0.12%

Name and Contact Information	Capital Contributions	Number of Management Incentive Units	Number of Vested Management Incentive Units	Percentage Interest
Troy Sterk	N/A	116,780	11,678	0.02%
Antonio Garza	N/A	25,000	6,250	0.01%
Kathryn Petralia	N/A	25,000	6,250	0.01%
Beth Brooke	N/A	33,537	8,384	0.02%

Name and Contact Information	Capital Contributions	Number of Management Incentive Units	Number of Vested Management Incentive Units	Percentage Interest
Saurabh Sarkar	N/A	321,000	106,989	0.19%
Todd Estep	N/A	69,566	-	0.00%
Kartheek Veeravalli	N/A	467,419	-	0.00%
Cametra Thompson	N/A	116,165	-	0.00%

Name and Contact Information	Capital Contributions	Number of Management Incentive Units	Number of Vested Management Incentive Units	Percentage Interest
Thomas Kahnoski	N/A	46,500	-	0.00%
TOTAL:	N/A	7,499,120	4,707,552	8.32%

Schedule A-14

Indebtedness

Facility	Lender	Facility Size
Loan and Security Agreement, dated as of February 22, 2018, as amended	Origin Bank	$42,500,000
Commercial Security Agreement, dated as of February 23, 2018	Origin Bank	$42,500,000
Promissory Note, dated as of February 23, 2018	Origin Bank	$65,600
Sale and Servicing Agreement, dated as of November 1, 2018	Credit Suisse Securities (USA) LLC	$101,792,000
Loan and Security Agreement, dated as of January 17, 2020, as amended	TBK Bank	$50,000,000
i. Second Amended and Restated Revolving Credit Note, dated as of March 6, 2020	TBK Bank, SSB	
ii. Amended and Restated Revolving Credit Note, dated as of October 2, 2020	Renasant Bank	
iii. Revolving Credit Note, dated as of February 27, 2020	The Bank of the West	
Promissory Note, dated as of February 4, 2020	Origin Bank	$5,000,000
Credit Agreement, dated as of August 6, 2020	Ares Agent Services, L.P.	$100,000,000
Sale and Servicing Agreement, dated as of September 1, 2020	J.P. Morgan Investment Management Inc.	$167,275,000
Loan Agreement, dated as of September 30, 2020	KLDL LLC	$50,000,000
Credit Agreement, dated as of November 13, 2020 as amended November 30, 2021	JPMorgan Chase Bank, N.A.	$150,000,000
Business Loan Agreement, dated as of February 2, 2021	Origin Bank	$5,000,000

Engagement Letter, dated as of December 6, 2020	J.P. Morgan Securities LLC	[To be a percentage of the applicable transaction]
Engagement Letter, dated as June 9, 2021	J.P. Morgan Securities LLC	[To be a percentage of the applicable transaction]
Placement Agency Agreement, dated as of May 21, 2021	Weild & Co., Roszell Mack III	[To be a percentage of the applicable transaction]
Letter Agreement, dated as of April 19, 2021	Barclays Capital Inc.	[To be a percentage of the applicable transaction]
Note Purchase Agreement, dated July 23, 2021	J.P. Morgan Securities LLC	$234,230,000
Credit Agreement, dated as of September 23, 2021	Barclays Bank PLC	$100,000,000
Equipment Leases dated 04/2018, 08/2018 & 7/2020	Dell Financial Services LLC	$489,458
Sale leaseback agreements dated 11/10/2020 and as amended	Varilease Finance, Inc.	$4,725,000

Schedule 5.1

MANAGERS

Ganas Manager	Daniel Chu 2430 Victory Park Lane, #2309 Dallas, Texas 75219
Senior Preferred Managers	Christian Donohue 40 East 52nd St New York, NY 10022
	Derrick Weatherspoon 40 East 52nd St New York, NY 10022

Exhibit A

FORM OF FIRST TRANCHE WARRANT

(see attached)

FORM OF WARRANT

TRICOLOR HOLDINGS, LLC

THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR QUALIFIED UNDER ANY STATE OR FOREIGN SECURITIES LAWS AND MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED OR ASSIGNED UNLESS (I) A REGISTRATION STATEMENT COVERING SUCH SECURITIES IS EFFECTIVE UNDER THE ACT AND IS QUALIFIED UNDER APPLICABLE STATE AND FOREIGN LAW, OR (II) THE TRANSACTION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS UNDER THE ACT AND ANY QUALIFICATION REQUIREMENTS UNDER APPLICABLE STATE AND FOREIGN LAW.

Dated: September 2, 2021

First Tranche Warrant No.: [●]

THIS CERTIFIES THAT, for value received, [_____], a [_____], or its successors or assigns (such Person and such successors and assigns each being the "Warrant Holder" with respect to the Warrant held by it), at any time and from time to time on any Business Day on or after the Exercisable Date (as herein defined) and prior to 5:00 p.m. (ET) on the Expiration Date (as herein defined), is entitled: (a) to subscribe for the purchase from Tricolor Holdings, LLC, a Delaware limited liability company (the "Company"), [_____] Warrant Units, in each case at a price per Common Unit equal to the Exercise Price (as herein defined); and (b) to the other rights set forth herein; *provided, however,* that the number of Common Units issuable upon any exercise of this Warrant and the Exercise Price shall be adjusted and readjusted from time to time in accordance with Section 5.

WHEREAS, this Warrant is being issued to the Warrant Holder pursuant to the Subscription Agreement (as herein defined).

IN FURTHERANCE THEREOF, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto irrevocably undertake and agree as follows:

Section 1. **Definitions and Construction.**

(a) Certain Definitions. As used herein (the following definitions being applicable in both singular and plural forms):

"Affiliate" means any Person directly or indirectly controlling, controlled by, or under common control with another Person and any Persons with the same investment manager or whose investment manager is directly or indirectly controlling, controlled by, or under common control with another Person's investment manager. For purposes of this definition, "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies or affairs of a Person, whether through ownership of voting securities, by contract or otherwise, as executor, trustee or otherwise.

"Appraiser" means a mutually acceptable, independent third party investment bank, selected by the Company and the Requisite Holders, who shall determine Fair Value, if the Company and the Warrant Holder are unable to agree. Any determination by the Appraiser shall be final, conclusive and binding upon the Company and the holders of the Warrants and the Warrant Units. The fees and expenses of the Appraiser shall be paid by the Company, on the one hand, and by the Requisite Holders, on the other hand, based upon the percentage that the amount actually contested but not awarded to the Company or the Requisite Holders, respectively, bears to the aggregate amount actually contested by the Company and the Requisite Holders.

"Board" means the board of directors or managers, managing member, or such other similar governing Person or body.

"Business Day" means any day except a Saturday, Sunday or other day on which commercial banks in New York City are authorized by law to close.

"Capital Reorganization" has the meaning set forth in Section 5(b).

"Commission" means the Securities and Exchange Commission or any other Federal agency administering the Securities Act at the time.

"Common Unit Reorganization" has the meaning set forth in Section 5(a).

"Common Units" means Common Units of the Company, and any other class or series of equity interests into which such Common Units may hereafter have been changed, converted, exchanged or reclassified .

"Common Units Deemed Outstanding" means, at any given time, the sum of (i) the number of Common Units actually outstanding at such time, *plus* (ii) the number of Common Units issuable upon exercise of Options actually outstanding at such time, *plus* (iii) without

duplication, the number of Common Units issuable upon conversion, exercise or exchange of Convertible Securities actually outstanding at such time (treating as actually outstanding any Convertible Securities, issuable upon exercise of Options actually outstanding at such time), in each case, regardless of whether the Options or Convertible Securities are actually exercisable at such time; *provided*, *however*, that Common Units Deemed Outstanding at any given time shall not include (i) Common Units, Convertible Securities or Options owned or held by or for the account of the Company or any of its wholly owned subsidiaries, or (ii) any Warrants (or the Common Units issuable upon exercise of such Warrants) with respect to which the Exercisable Date has not occurred.

"Company" has the meaning set forth in the introductory paragraph to this Warrant.

"Convertible Securities" means any securities (directly or indirectly) convertible into or exchangeable for Common Units, but excluding Options. For the avoidance of doubt, Management Incentive Units are not Convertible Securities.

"Excluded Issuances" means any issuance or sale (or deemed issuance or sale in accordance with Section 5(f)) by the Company of any Common Units issued: (a) upon the exercise of any Warrant; (b) upon the conversion of any Preferred Unit; (c) securities issued by the Company in a Qualified Public Offering; or (d) Units of the Company issued in accordance with the LLC Agreement as consideration to a selling party in a merger, consolidation, acquisition or similar business combination approved by the Board.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exercisable Date" means September 2, 2021.

"Exercise Amount" means for any number of Warrant Units as to which this Warrant is being exercised, the product of (i) such number of Warrant Units, *multiplied by* (ii) the Exercise Price.

"Exercise Price" means $0.01 per Warrant Unit, as adjusted from time to time pursuant to Section 5.

"Expiration Date" means the earlier to occur of: (i) September 2, 2028 and (ii) the consummation of a Qualified Financing.

"Fair Value" means, as of any particular date, the fair value of a Unit, without giving effect to any discounts for a lack of control, illiquidity, lack of marketability or minority status, as determined jointly by the Company and the Warrant Holder in good faith.

"Fully Diluted Equity", as of any particular date, means all outstanding Common Units plus all Common Units issuable in respect of Convertible Securities, Management Incentive Units, Options and all appreciation rights and phantom equity based on or in respect of Common Units, as of such date, including, and for the avoidance of doubt, any right pursuant to any equity incentive plan; *provided, however,* that if any of the foregoing are subject to vesting or are otherwise not exercisable as of the relevant date, such Common Units shall be included only upon and to the extent then vested or exercisable.

"Lien" means any lien (statutory or otherwise), encumbrance, charge, claim, community property interest, option, pledge, mortgage, deed of trust, hypothecation, collateral assignment, deposit arrangement or security interest.

"LLC Agreement" means that certain Fourth Amended and Restated Operating Agreement, dated as of September 2, 2021, among Tricolor Holdings, LLC, a Delaware limited liability company and certain holders of equity interests of the Company, as the same may be amended, restated, or otherwise modified from time to time.

"Notice of Exercise" has the meaning set forth in Section 2(a).

"Options" means any warrants, options or other rights to subscribe for or purchase Common Units or Convertible Securities.

"Original Price" has the meaning set forth in Section 5(d).

"Person" means an individual, a corporation, a limited liability company, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Preferred Units" has the meaning set forth in the LLC Agreement.

"Requisite Holders" means, at any time, holders of Warrant Units and Warrants representing more than 50% of the Warrant Units outstanding and/or issuable upon the exercise of all the outstanding Warrants.

"Securities Act" means the Securities Act of 1933 and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"Special Distribution" has the meaning set forth in Section 5(c).

"Subscription Agreement" means that certain Subscription Agreement, dated as of September 2, 2021, among Tricolor Holdings, LLC, a Delaware limited liability company and the other parties thereto, as the same may be amended, restated, or otherwise modified from time to time.

"Tax Distributions" means tax distributions from the Company to any Member pursuant to the terms of Section 8.2 of the LLC Agreement.

"Units" has the meaning set forth in the LLC Agreement.

"Warrant" means, as the context requires, (i) this Warrant, (ii) any of the other Common Unit purchase warrants originally issued pursuant to or in connection with the Subscription Agreement, (iii) in the case of clause (i) or clause (ii) above, any successor warrant, any replacement warrant, and any warrant issued upon division or combination of, or in substitution for, this Warrant or any such other Common Unit purchase warrant, and (iv) any warrant issued upon a whole or partial transfer or assignment of any warrant referred to in the foregoing clauses (i), (ii) and (iii).

"Warrant Holder" has the meaning set forth in the introductory paragraph to this Warrant.

"Warrant Units" means the number of Common Units issued or issuable upon exercise of this Warrant as set forth in the introduction hereto, as adjusted from time to time pursuant to Section 5, or in the case of other Warrants, issued or issuable upon exercise of those Warrants.

In addition to the foregoing definitions, capitalized terms used and not otherwise defined herein have the respective meanings set forth in the LLC Agreement, as in effect on the date hereof.

(b) Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with generally accepted accounting principles in the United States. When used herein, the term "financial statements" shall include the notes and schedules thereto. References to fiscal periods are to fiscal periods of the Company.

(c) Computation of Time Periods. With respect to the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding." Periods of days shall be counted in calendar days unless otherwise stated.

(d) Construction. Unless the context requires otherwise, (i) references to the plural include the singular, (ii) references to the singular include the plural, (iii) references to any gender include any other gender, (iv) the part includes the whole, (v) the terms "including," "include" and "includes" are not limiting, and (vi) the term "or" has, except where otherwise expressly indicated, the inclusive meaning represented by the phrase "and/or."

The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Warrant refer to this Warrant as a whole and not to any particular provision of this Warrant. Section, subsection, clause, exhibit and schedule references are to this Warrant, unless otherwise specified. Any reference to this Warrant includes any and all permitted alterations, amendments, changes, extensions, modifications, renewals, or supplements thereto.

Definitions from the LLC Agreement that are referenced herein are incorporated herein in full (together with any necessary constituent definitions) and remain operative, notwithstanding any amendment or termination of, or supplement to, the LLC Agreement.

(e) Exhibits and Schedules. All of the exhibits and schedules attached hereto shall be deemed incorporated herein by reference.

(f) No Presumption Against Any Party. Neither this Warrant nor any uncertainty or ambiguity herein or therein shall be construed or resolved using any presumption against any party hereto or thereto, whether under any rule of construction or otherwise. On the contrary, this Warrant has been reviewed by each of the parties hereto and their respective counsel and, in the case of any ambiguity or uncertainty, shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

Section 2. **Exercise of Warrant.**

(a) Exercise and Payment. The Warrant Holder may exercise this Warrant in whole or in part, at any time or from time to time on any Business Day on or after the Exercisable Date and prior to 5:00 p.m. (ET) on the Expiration Date, by delivering to the Company a duly executed notice (a "Notice of Exercise") in the form of Exhibit A and by payment to the Company of the Exercise Price per Warrant Unit, at the election of the Warrant Holder as follows: (i) by wire transfer of immediately available funds to the account of the Company in an amount equal to the Exercise Amount; (ii) by receiving from the Company the number of Warrant Units equal to (A) the number of Warrant Units as to which this Warrant is being exercised, *minus* (B) the number of Warrant Units having a value, based on the Fair Value immediately prior to the date of such exercise, equal to the Exercise Amount; or (iii) any combination of the foregoing.

The Company acknowledges that the provisions of clause (ii) of the prior sentence are intended, in part, to ensure that a full or partial exchange of this Warrant pursuant to such clause (ii) will qualify as an exchange, within the meaning of paragraph (d)(3)(iii) of Rule 144 under the Securities Act. For all purposes of this Warrant (other than this Section 2(a)), any reference herein to the exercise of this Warrant shall be deemed to include a reference to the exchange of this Warrant into Warrant Units in accordance with the terms of clause (ii).

(b) Effectiveness and Delivery. As soon as practicable, but not later than five (5) Business Days after the Company shall have received a Notice of Exercise and payment, the Company shall update the books and records of the Company to reflect the exercise of the Warrant and issuance of the number of Warrant Units specified in such Notice of Exercise and otherwise evidence of the Warrant Holder's (or such other Person's) ownership of the number of Warrant Units specified in such Exercise Notice. This Warrant shall be deemed to have been exercised and such Warrant Units shall be deemed to have been issued, and the Warrant Holder or other Person or Persons designated in such Notice of Exercise shall be deemed for all purposes to have become a holder of record of Common Units, all as of the date that such Notice of Exercise and payment shall have been received (or deemed received) by the Company.

(c) No Required Surrender of Warrant. The Warrant Holder shall not be required to surrender this Warrant to the Company when it delivers the Notice of Exercise, however, this Warrant shall represent the right to purchase Common Units in respect of the unexercised portion (if any) of the Warrant. The other rights and obligations applicable to the Warrant, the Warrant Units and the Warrant Holders shall continue in effect following any partial exercise in accordance with the terms set forth herein only with respect to the unexercised portion of the Warrant, and all rights and obligations hereunder shall terminate with respect to the portion of the Warrant or the Warrant Units that have been exercised.

(d) Warrant Surrender; Delivery of New Warrant. If this Warrant is surrendered upon exercise or partial exercise, then (i) this Warrant shall be cancelled, and (ii) unless the purchase rights represented by this Warrant shall have been fully exercised, the Company shall, at the time of delivery of the certificate or certificates representing the Warrant Units being issued in accordance with this Section 2, deliver to the Holder a new Warrant evidencing the

rights of the Holder to purchase the unexpired and unexercised Warrant Units called for by this Warrant. Such new Warrant shall in all other respects be identical to this Warrant.

(e) Delivery of Certificates. If at the time of exercise of this Warrant the Warrant Units are issuable by the Company in certificated form, then the Company shall, as promptly as practicable, and in any event within five (5) Business Days after the Company shall have received a Notice of Exercise and payment, execute (or cause to be executed) and deliver (or cause to be delivered) to the Holder a certificate or certificates representing the Warrant Units issuable upon any exercise of this Warrant. The certificate or certificates so delivered shall be, to the extent possible, in such denomination or denominations as the exercising Holder shall reasonably request in the Notice of Exercise and shall be registered in the name of the Holder or, subject to compliance with Section 2(f), such other Person's name as shall be designated in the Notice of Exercise.

(f) Expenses and Taxes. The Company shall pay all expenses, transfer taxes and owner charges payable in connection with the preparation, issuance and delivery of the Warrant Units and any new Warrants, except that if the Warrant Units or the new Warrants are to be registered in a name or names other than the name of the Warrant Holder, funds sufficient to pay all transfer taxes payable as a result of such transfer shall be paid by the Warrant Holder at the time of its delivery of the Notice of Exercise or promptly upon receipt of a written request by the Company for payment.

(g) Fractional Units. The Company shall not be required to issue a fractional Warrant Unit upon exercise of any Warrant. As to any fraction of a Warrant Unit that the Holder would otherwise be entitled to purchase upon such exercise, the Company shall pay to such Holder an amount in cash (by delivery of a certified or official bank check or by wire transfer of immediately available funds) equal to the product of (i) such fraction *multiplied by* (ii) the Fair Value of one Warrant Unit on the Exercise Date.

(h) Automatic Cashless Exercise. To the extent that there has not been an exercise by the Warrant Holder pursuant to Section 2(a), any portion of the Warrant that remains unexercised shall be exercised automatically in whole (not in part), upon the Expiration Date. Payment by the Warrant Holder upon such automatic exercise shall be in the form of the Warrant Holder receiving from the Company the number of Warrant Units equal to (i) the number of Warrant Units as to which this Warrant is being automatically exercised, *minus* (ii) the number of Warrant Units having a value, based on the Fair Value immediately prior to the date of such automatic exercise, equal to the Exercise Amount with respect to such automatic exercise.

(i) Company Action. The Company will take any Company action which may be necessary in order that the Company may validly and legally issue Warrant Units in connection with any exercise of this Warrant.

(j) Conditional Exercise. Unless the Warrant Holder elects in writing otherwise by notice to the Company, if an exercise of any portion of this Warrant is to be made in connection with a public offering, a sale of the Company (pursuant to a merger, consolidation, sale of stock, or otherwise) or a SPAC Transaction, then such exercise, notwithstanding any other provision hereof, shall be conditioned upon the consummation of such transaction, in which case such

exercise shall not be deemed to be effective until immediately prior to the consummation of such transaction.

(k) Acknowledgement. The Warrant Holder, by acceptance hereof, acknowledges that this Warrant and the Warrant Units to be issued upon exercise hereof are subject to the terms of the LLC Agreement that are expressly applicable to the Warrant Units, the Warrant Holder and holders of Warrant Units and/or this Warrant (including, without limitation, Sections 4.3(d), 4.3(f), 10.4, 10.5, 12.1, 12.2, 12.8, 12.10 and 12.12). The Warrant Holder agrees to execute the LLC Agreement (if not already a party thereto) upon its acceptance of this Warrant.

(l) Withholding and Reporting. The Warrant Holder shall be subject to Section 10.4 of the LLC Agreement as though the Warrant Holder had fully exercised this Warrant.

Section 3. **Investment Representation.**

(a) The Warrant Holder represents to the Company that the Warrant Holder is an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act. By accepting the Warrant, the Warrant Holder represents that it is acquiring the Warrant for its own account for investment purposes and not with the view to any sale or distribution, that the Warrant Holder will not offer, sell or otherwise dispose of the Warrant or the Warrant Units except under circumstances as will not result in a violation of applicable securities laws.

(b) The Warrant Holder understands and acknowledges that this Warrant and the Warrant Units to be issued upon exercise hereof are "restricted securities" under the federal securities laws and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances. In addition, the Warrant Holder represents that it is familiar with Rule 144 under the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.

(c) The Warrant Holder acknowledges that it can bear the economic and financial risk of its investment for an indefinite period, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Warrant and the Warrant Units. The Warrant Holder has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Warrant and the business, properties, prospects and financial condition of the Company and its Subsidiaries.

Section 4. **Representations and Warranties of the Company.**

The Company represents and warrants to the Warrant Holders as follows:

(a) This Warrant has been duly authorized, is validly issued, and constitutes the valid and binding obligation of the Company. Any Warrant issued in substitution for or replacement of this Warrant shall be duly authorized, validly issued, and constitute the valid and binding obligation of the Company.

(b) The Company has duly authorized and reserved, and will at all times until the Expiration Date have duly authorized and reserved, such number of Common Units as will be sufficient to permit the exercise in full of the Warrant, and that all such Common Units are and will be duly authorized and, when issued upon exercise of the Warrant, will be validly issued, fully paid and non-assessable, issued without violation of any preemptive or similar rights of any Member of the Company or any other Person, and free and clear of all Liens other than those arising under the LLC Agreement or applicable securities laws.

(c) As of the date of this Warrant, Schedule A to the LLC Agreement sets forth the entire issued and outstanding equity interests of the Company, including Options and Convertible Securities.

Section 5. **Antidilution Provisions.**

The number of Warrant Units that may be purchased upon any exercise of the Warrant, shall be subject to change or adjustment as set forth in this Section 5 (in each case, after taking into consideration any prior adjustments pursuant to this Section 5).

(a) Common Unit Reorganization. If the Company shall pay a dividend or make any other distribution upon any capital interests of the Company payable in Common Units, in rights to subscribe for or to purchase Common Units, or any Options for the purchase of Common Units, or any Convertible Securities or shall subdivide its outstanding Common Units into a greater number of Common Units, by way of a Common Unit split, Common Unit distribution or otherwise, or consolidate its outstanding Common Units into a smaller number of Common Units (any such event being herein called a "Common Unit Reorganization"), then the number of Common Units subject to purchase upon exercise of this Warrant shall be adjusted, effective at such time, to a number determined by multiplying the number of Common Units subject to purchase immediately before such Common Unit Reorganization by a fraction, the numerator of which shall be the number of Common Units outstanding after giving effect to such Common Unit Reorganization and the denominator of which shall be the number of Common Units outstanding immediately before giving effect to such Common Unit Reorganization.

(b) Capital Reorganization. If there shall be (i) any consolidation or merger to which the Company is a party, other than a consolidation or a merger of which the Company is the continuing corporation and which does not result in any reclassification of, or change (other than a Common Unit Reorganization) in, outstanding Units, (ii) any sale or conveyance of the property of the Company as an entirety or substantially as an entirety, (iii) any recapitalization or similar capital reorganization of the Company, (iv) any reclassification of the Units of the Company, (v) any other transaction similar to the transactions described in clauses (i)-(iv) above (other than any such transaction that is a Common Unit Reorganization), (any of the foregoing events or transactions being called a "Capital Reorganization"), then, effective upon the effective date of such Capital Reorganization, the Warrant Holder shall no longer have the right to purchase Common Units, but shall have instead the right to purchase from the Company or the successor Person resulting from such Capital Reorganization, upon exercise of this Warrant, the kind and amount of securities and property (including cash) which the Warrant Holder would have owned or have been entitled to receive pursuant to such Capital Reorganization if the Warrant had been exercised in full immediately prior to the effective date of such Capital

Reorganization and acquired the applicable number of Warrant Units then issuable hereunder as a result of such exercise (without taking into account any limitations or restrictions on the exercisability of this Warrant); and, in such case, appropriate adjustment (in form and substance reasonably satisfactory to the Warrant Holder) shall be made with respect to the Warrant Holder's rights under this Warrant to insure that the provisions of this Section 5 shall thereafter be applicable, as nearly as possible, to this Warrant in relation to any securities and property (including cash) thereafter acquirable upon exercise of this Warrant.

As a condition to effecting any Capital Reorganization, the Company or the successor or surviving entity, as the case may be, shall execute and deliver to the Warrant Holder an agreement as to the Warrant Holder's rights in accordance with this Section 5(b), providing, to the extent of any right to purchase equity securities hereunder, for subsequent adjustments as nearly equivalent as may be practicable to the adjustments provided for in this Section 5 and otherwise having the same terms and conditions as set forth herein.

The Company shall not effect any Capital Reorganization unless, prior to the consummation thereof, the successor Person (if other than the Company) resulting from such Capital Reorganization, shall assume, by written instrument substantially similar in form and substance to this Warrant and reasonably satisfactory to the Warrant Holder, the obligation to deliver to the Warrant Holder such securities and property (including cash) which, in accordance with the foregoing provisions, such Holder shall be entitled to receive upon exercise of this Warrant. Notwithstanding anything to the contrary contained herein, with respect to any Capital Reorganization contemplated by the provisions of this Section 5(b), the Warrant Holder shall have the right to elect prior to the consummation of such any Capital Reorganization, to give effect to the exercise rights contained in Section 2 (to the extent the Exercisable Date has then occurred) instead of giving effect to the provisions contained in this Section 5(b) with respect to this Warrant.

The provisions of this Section 5(b) shall similarly apply to successive Capital Reorganizations. The provisions of this Section 5(b) shall not apply to any transaction that is a Qualified Financing.

(c) Special Distributions. If, after the Exercisable Date, the Company shall issue or distribute to any holder or holders of Common Units evidences of indebtedness, any other securities of the Company or any cash, property or other assets (excluding a Common Unit Reorganization) whether or not accompanied by a purchase, redemption or other acquisition of Units (any such nonexcluded event being herein called a "Special Distribution"), then the Warrant Holder shall be entitled to a pro-rata share of such Special Distribution as though the Warrant Holder had fully exercised this Warrant immediately prior to the record date for such Special Distribution, and the Company shall pay or distribute such pro-rata share to Warrant Holder when paid or distributed to the holders of the Common Units. For the avoidance of doubt, no adjustment in the number of Warrant Units issuable upon exercise of this Warrant shall be made with respect to a Special Distribution. A reclassification of the Common Units into Units of any other class of units or securities shall be deemed to be a distribution by the Company to the holders of its Common Units of such class of units or securities and, if the outstanding Common Units shall be changed into a larger or smaller number of Units as part of such reclassification, a Common Unit Reorganization.

(d) Adjustment to Number of Warrant Units Upon Issuance of Common Units. Except as provided in Section 5(e) and except in the case of an event described in either Section 5(a) or Section 5(b), if the Company shall, at any time or from time to time after the Exercisable Date, issue or sell, or in accordance with Section 5(f) is deemed to have issued or sold, any Common Units without consideration or for consideration per Common Unit less than $11.00 (as such amount is proportionately adjusted for Common Unit splits, reverse Common Unit splits, Common Unit combinations, Common Unit dividends and other distributions and recapitalizations affecting the Common Units after September 2, 2021, the "Original Price"), then immediately upon such issuance or sale (or deemed issuance or sale), the number of Warrant Units issuable upon exercise of this Warrant immediately prior to any such issuance or sale (or deemed issuance or sale) shall be increased to a number of Warrant Units equal to the product obtained by multiplying the number of Warrant Units issuable upon exercise of this Warrant immediately prior to such issuance or sale (or deemed issuance or sale) by a fraction (which shall in no event be less than one):

(i) the numerator of which shall be the number of Common Units Deemed Outstanding immediately after such issuance or sale (or deemed issuance or sale); and

(ii) the denominator of which shall be the sum of: (A) the number of Common Units Deemed Outstanding immediately prior to such issuance or sale (or deemed issuance or sale); *plus* (B) the aggregate number of Common Units which the aggregate amount of consideration, if any, received by the Company upon such issuance or sale (or deemed issuance or sale) would purchase at the Original Price.

(e) Exceptions to Adjustment Upon Issuance of Common Units. Anything herein to the contrary notwithstanding, there shall be no adjustment to the number of Warrant Units issuable upon exercise of this Warrant with respect to (i) any Excluded Issuance, or (ii) a Qualified Financing (which, for the avoidance of doubt, shall be subject to the terms and conditions of the LLC Agreement).

(f) Effect of Certain Events on Adjustment to Number of Warrant Units. For purposes of determining the adjusted number of Warrant Units under Section 5(d), the following shall be applicable:

(i) Issuance of Options. If the Company shall, at any time or from time to time after the Exercisable Date, in any manner grant or sell (whether directly or by assumption in a merger or otherwise) any Options, whether or not such Options or the right to convert, exercise or exchange any Convertible Securities issuable upon the exercise of such Options are immediately exercisable, and the price per Common Unit (determined as provided in this paragraph and in Section 5(f)(v)) for which Common Units are issuable upon the exercise of such Options or upon the conversion or exchange of Convertible Securities issuable upon the exercise of such Options is less than the Original Price in effect immediately prior to the time of the granting or sale of such Options, then the total maximum number of Common Units issuable upon the exercise of such Options or upon conversion or exchange of the total maximum amount of Convertible Securities issuable upon the exercise of such Options shall be deemed to have been issued as of the date of granting or sale of such Options (and thereafter shall be

deemed to be outstanding for purposes of adjusting the number of Warrant Units under Section 5(d)), at a price per Common Unit equal to the quotient obtained by dividing: (A) the sum (which sum shall constitute the applicable consideration received for purposes of Section 5(d)) of (x) the total amount, if any, received or receivable by the Company as consideration for the granting or sale of all such Options, *plus* (y) the minimum aggregate amount of additional consideration payable to the Company upon the exercise of all such Options, plus (z), in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable to the Company upon the issuance or sale of all such Convertible Securities and the conversion or exchange of all such Convertible Securities; *by* (B) the total maximum number of Common Units issuable upon the exercise of all such Options or upon the conversion or exchange of all Convertible Securities issuable upon the exercise of all such Options. Except as otherwise provided in Section 5(f)(iii), no further adjustment of the number of Warrant Units shall be made upon the actual issuance of Common Units or of Convertible Securities upon exercise of such Options or upon the actual issuance of Common Units upon conversion or exchange of Convertible Securities issuable upon exercise of such Options.

(ii) Issuance of Convertible Securities. If the Company shall, at any time or from time to time after the Exercisable Date, in any manner grant or sell (whether directly or by assumption in a merger or otherwise) any Convertible Securities, whether or not the right to convert or exchange any such Convertible Securities is immediately exercisable, and the price per Common Unit (determined as provided in this paragraph and in Section 5(f)(v)) for which Common Units are issuable upon the conversion or exchange of such Convertible Securities is less than the Original Price in effect immediately prior to the time of the granting or sale of such Convertible Securities, then the total maximum number of Common Units issuable upon conversion or exchange of the total maximum amount of such Convertible Securities shall be deemed to have been issued as of the date of granting or sale of such Convertible Securities (and thereafter shall be deemed to be outstanding for purposes of adjusting the number of Warrant Units pursuant to Section 5(d)), at a price per Common Unit equal to the quotient obtained by dividing: (A) the sum (which sum shall constitute the applicable consideration received for purposes of Section 5(d)) of (x) the total amount, if any, received or receivable by the Company as consideration for the granting or sale of such Convertible Securities, *plus* (y) the minimum aggregate amount of additional consideration, if any, payable to the Company upon the conversion or exchange of all such Convertible Securities; *by* (B) the total maximum number of Common Units issuable upon the conversion or exchange of all such Convertible Securities. Except as otherwise provided in Section 5(f)(iii), no further adjustment of the number of Warrant Units shall be made upon the actual issuance of Common Units upon conversion or exchange of such Convertible Securities or by reason of the issue or sale of Convertible Securities upon exercise of any Options to purchase any such Convertible Securities for which adjustments of the number of Warrant Units have been made pursuant to the other provisions of this Section 5(f).

(iii) Change in Terms of Options or Convertible Securities. Upon any change in any of (A) the total amount received or receivable by the Company as consideration for the granting or sale of any Options or Convertible Securities referred to in

Section 5(f)(i) or Section 5(f)(ii), (B) the minimum aggregate amount of additional consideration, if any, payable to the Company upon the exercise of any Options or upon the issuance, conversion or exchange of any Convertible Securities referred to in Section 5(f)(i) or Section 5(f)(ii), (C) the rate at which Convertible Securities referred to in Section 5(f)(i) or Section 5(f)(ii) are convertible into or exchangeable for Common Units, or (D) the maximum number of Common Units issuable in connection with any Options referred to in Section 5(f)(i) or any Convertible Securities referred to in Section 5(f)(ii) (in each case, other than in connection with an Excluded Issuance), then (whether or not the original issuance or sale of such Options or Convertible Securities resulted in an adjustment to the number of Warrant Units pursuant to this Section 5) the number of Warrant Units issuable upon exercise of this Warrant at the time of such change shall be adjusted or readjusted, as applicable, to the number of Warrant Units which would have been in effect at such time pursuant to the provisions of this Section 5 had such Options or Convertible Securities still outstanding provided for such changed consideration, conversion rate, or maximum number of Common Units, as the case may be, at the time initially granted, issued, or sold, but only if as a result of such adjustment or readjustment, the number of Warrant Units issuable upon exercise of this Warrant is increased.

(iv) Treatment of Expired or Terminated Options or Convertible Securities. Upon the expiration or termination of any unexercised Option (or portion thereof) or any unconverted or unexchanged Convertible Security (or portion thereof) for which any adjustment (either upon its original issuance or upon a revision of its terms) was made pursuant to this Section 5 (including upon the redemption or purchase for consideration of all or any portion of such Option or Convertible Security by the Company), the number of Warrant Units then issuable upon exercise of this Warrant shall forthwith be changed pursuant to the provisions of this Section 5 to the number of Warrant Units which would have been in effect at the time of such expiration or termination had such unexercised Option (or portion thereof) or unconverted or unexchanged Convertible Security (or portion thereof), to the extent outstanding immediately prior to such expiration or termination, never been issued.

(v) Calculation of Consideration Received. If the Company shall, at any time or from time to time after the Exercisable Date, issue or sell, or is deemed to have issued or sold in accordance with Section 5(f), any Common Units, Options, or Convertible Securities: (A) for cash, the consideration received therefor shall be deemed to be the net amount received by the Company therefor; (B) for consideration other than cash, the amount of the consideration other than cash received by the Company shall be the Fair Value of such consideration, except where such consideration consists of marketable securities, in which case the amount of consideration received by the Company shall be the market price (as reflected on any securities exchange, quotation system or association, or similar pricing system covering such security) for such securities as of the end of business on the date of receipt of such securities; (C) for no specifically allocated consideration in connection with an issuance or sale of other securities of the Company, together comprising one integrated transaction, the amount of the consideration therefor shall be deemed to be the Fair Value of such portion of the aggregate consideration received by the Company in such transaction as is attributable to such Common Units,

Options or Convertible Securities, as the case may be, issued in such transaction; or (D) to the owners of the non-surviving entity in connection with any merger in which the Company is the surviving corporation, the amount of consideration therefor shall be deemed to be the Fair Value of such portion of the net assets and business of the non-surviving entity as is attributable to such Common Units, Options, or Convertible Securities, as the case may be, issued to such owners. The net amount of any cash consideration and the Fair Value of any consideration other than cash or marketable securities shall be determined in good faith jointly by the Board and the Requisite Holders; *provided*, *however*, that if the Board and the Requisite Holders are unable to agree on the net amount of any cash consideration or the Fair Value of any consideration other than cash or marketable securities within a reasonable period of time (not to exceed 15 days from the Warrant Holder's receipt of a certificate of adjustment pursuant to Section 5(i)(vii) relating to the applicable issuance), such net amount of cash or Fair Value, as applicable, shall be determined by the Appraiser.

(vi) Record Date. For purposes of any adjustment to the number of Warrant Units in accordance with this Section 5, in case the Company shall take a record of the holders of its Common Units for the purpose of entitling them (A) to receive a dividend or other distribution payable in Common Units, Options, or Convertible Securities, or (B) to subscribe for or purchase Common Units, Options, or Convertible Securities, then such record date shall be deemed to be the date of the issue or sale of the Common Units deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be; *provided*, *however,* that if before the distribution to its holders of Common Units the Company legally abandons its plan to pay or deliver such dividend, distribution, subscription, or purchase rights, then thereafter no adjustment shall be required by the taking of such record and any such adjustment previously made in respect thereof shall be rescinded and annulled.

(vii) Treasury Units. The number of Common Units outstanding at any given time shall not include any securities owned or held by or for the account of the Company or any of its wholly owned subsidiaries, and the disposition of any such securities (other than the cancellation or retirement thereof or the transfer of such securities among the Company and its wholly owned subsidiaries) shall be considered an issue or sale of Common Units for the purpose of this Section 5.

(g) Notices. In the event:

(i) that the Company shall take a record of the holders of its Common Units (or other Units or securities at the time issuable upon exercise of the Warrant) for the purpose of entitling or enabling them to receive any dividend or other distribution (including a Special Distribution), to vote at a meeting (or by written consent), to receive any right to subscribe for or purchase any Units of any class or any other securities, or to receive any other security; or

(ii) of any capital reorganization of the Company, any reclassification of the Common Units of the Company, any consolidation or merger of the Company with or

into another Person, any sale of all or substantially all of the Company's assets to another Person (including any Capital Reorganization), or any SPAC Transaction; or

(iii) of the voluntary or involuntary dissolution, liquidation, or winding-up of the Company;

then, and in each such case, the Company shall send or cause to be sent to the Warrant Holder at least fifteen (15) days prior to the applicable record date or the applicable expected effective date, as the case may be, for the event, a written notice specifying, as the case may be, (A) the record date for such dividend, distribution, meeting or consent, or other right or action, and a description of such dividend, distribution, or other right or action to be taken at such meeting or by written consent, or (B) the effective date on which such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation, or winding-up is proposed to take place, and the date, if any is to be fixed, as of which the books of the Company shall close or a record shall be taken with respect to which the holders of record of Common Units (or such other Units or securities at the time issuable upon exercise of the Warrant) shall be entitled to exchange their Common Units (or such other Units or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation, or winding-up, and the amount per Unit and character of such exchange applicable to the Warrant and the Warrant Units.

(h) Equitable Equivalent. In case any event shall occur (including any change or adjustment to the number of Common Units issuable upon conversion of any Preferred Unit pursuant to the LLC Agreement) as to which the provisions of this Section 5 set forth above hereof are not strictly applicable but the failure to make any adjustment would not, in the reasonable opinion of the Requisite Holders, fairly protect the purchase rights represented by this Warrant in accordance with the essential intent and principles of this Section 5, then, in each such case, at the request of the Requisite Holders, the Company shall appoint an Appraiser (which shall be completely independent of the Company and shall be satisfactory to the Warrant Holder or the holders constituting the Requisite Holders), which shall give its opinion upon the adjustments, if any, on a basis consistent with the essential intent and principles established in this Section 5, necessary to preserve, without dilution, the purchase rights represented by this Warrant. Upon receipt of such opinion, the Company promptly will send a copy thereof to the Warrant Holder and shall make the adjustments described therein.

(i) Adjustment Rules.

(i) Any adjustments pursuant to this Section 5 shall be made successively whenever any event referred to herein shall occur.

(ii) In computing adjustments under this Section 5, fractional interests in Common Units shall be taken into account to the nearest one-thousandth of a Common Unit.

(iii) The exercise of a Warrant shall not, in and of itself, cause an adjustment pursuant to this Section 5.

(iv) No adjustment under this Section 5 shall operate to increase the Exercise Price or reduce the number of Common Units subject to purchase upon exercise of this Warrant, other than in the case of a Common Unit Reorganization involving a Common Unit combination or similar transaction.

(v) As a condition precedent to the taking of any action which would require an adjustment pursuant to this Section 5, the Company shall take any action which may be necessary, including obtaining regulatory approvals or exemptions, in order that the Company may thereafter validly and legally issue all Common Units which the Warrant Holder is entitled to receive upon exercise of the Warrant.

(vi) Not less than fifteen (15) days prior to the record date or effective date, as the case may be, of any action which requires or might require an adjustment or readjustment pursuant to this Section 5, the Company shall give notice to the Warrant Holder of such event, describing such event in reasonable detail and specifying the record date or effective date, as the case may be, and, if determinable, the required adjustment and computation thereof. If the required adjustment is not determinable as of the time of such notice, the Company shall give notice to the Warrant Holder of such adjustment and computation as soon as reasonably practicable after such adjustment becomes determinable (and in any event no later than three (3) days prior to such record date or effective date, as applicable). Any dispute which arises between the Warrant Holder and the Company with respect to the calculation of the adjusted Warrant Units issuable upon exercise shall be determined by the Appraiser.

(vii) As promptly as reasonably practicable following any adjustment of the number of Warrant Units pursuant to the provisions of this Section 5, but in any event not later than five (5) Business Days thereafter, the Company shall furnish to the Warrant Holder a certificate of an executive officer setting forth in reasonable detail such adjustment and the facts upon which it is based and certifying the calculation thereof.

(viii) As promptly as reasonably practicable following the receipt by the Company of a written request by the Warrant Holder, but in any event not later than five (5) Business Days thereafter, the Company shall furnish to the Warrant Holder a certificate of an executive officer certifying the number of Warrant Units or the amount, if any, of other Units, securities, or assets then issuable upon exercise of the Warrant.

(ix) The form of this Warrant need not be changed because of any adjustment pursuant to this Section 5.

(x) Upon the occurrence of any adjustment pursuant to this Section 5, the Exercise Price also shall be correspondingly adjusted, so that after such adjustment the aggregate Exercise Price payable hereunder for the adjusted number of Warrant Units shall be the same as the aggregate Exercise Price in effect immediately prior to such adjustment.

Section 6. **Transfer of Warrant.**

Subject to any limitations on transfer applicable to holders of Warrants set forth in the LLC Agreement, the Warrant Holder may effectuate a transfer of the Warrant by (a) delivering to the Company a duly executed Warrant Assignment in the form of Exhibit B of this Warrant, together with funds sufficient to pay any transfer taxes described in Section 2(f) in connection with the making of such transfer, and (b) causing the transferee to sign and deliver to the Company a joinder to the LLC Agreement (if such transferee is not already a party thereto), in a form reasonably acceptable to the Company, pursuant to which such transferee agrees to be bound by the terms thereof. For the avoidance of doubt, if the Warrant Holder does not comply with clauses (a) and (b) of the foregoing sentence, the purported transfer shall be deemed void *ab initio*.

Section 7. **Covenants.** The Company hereby covenants and agrees as follows:

(a) No Avoidance. Notwithstanding any provision herein to the contrary, nothing herein shall be construed to limit, amend or alter the rights or remedies available to the Warrant Holder**.** The Company shall not, by amendment of its certificate of formation, the LLC Agreement, any other constitutional document or any other agreement to which it is party or through any consolidation, merger, amalgamation, reorganization, reclassification of securities, recapitalization, transfer of assets, dissolution, issue or sale of securities, SPAC Transaction or any other action or transaction, directly or indirectly, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate or reasonably requested by the Warrant Holder in order to protect the rights of the Warrant Holder against dilution or other impairment.

(b) Further Actions. The Company shall take all such actions as may be necessary to ensure that all such Warrant Units are issued without violation by the Company of any applicable law or governmental regulation or any requirements of any securities exchange upon which shares of Common Stock or other securities constituting Warrant Units may be listed at the time of such exercise (except for official notice of issuance which shall be immediately delivered by the Company upon each such issuance).

(c) Securities Listings. The Company shall use its commercially reasonable efforts to cause the Warrant Units, immediately upon such exercise, to be listed on any securities exchange upon which Common Units or other securities constituting Warrant Units are listed at the time of such exercise.

(d) Par Value. If the Warrant Units have a par value, then the Company shall ensure that the par value per Warrant Unit shall at all times be less than or equal to the applicable Exercise Price. The Company shall not increase the par value of any Warrant Units receivable upon the exercise of this Warrant above the Exercise Price then in effect, and shall take all such actions as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Units upon the exercise of this Warrant.

Section 8. **Lost, Mutilated or Missing Warrants.**

The Company hereby agrees that, upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of any Warrant, and, in the case of loss, theft or destruction, upon receipt of indemnification satisfactory to the Company (which shall be in the form of an unsecured, unbonded agreement of indemnity or affidavit of loss) or, in the case of mutilation, upon surrender and cancellation of the mutilated Warrant, the Company shall execute and deliver a new Warrant of like tenor and representing the right to purchase the same aggregate number of Warrant Units.

Section 9. **Waivers; Amendments; Rights and Remedies.**

(a) Any provision of this Warrant may be amended or waived with (but only with) the written consent of the Company and the Requisite Holders; *provided, however,* that no such amendment or waiver shall, without the written consent of the Company and the Warrant Holder, (i) change the number of Warrant Units issuable upon exercise of the Warrant or the Exercise Price, (ii) shorten the Expiration Date, or (iii) amend, supplement or waive the provisions of this Section or the definition of "Requisite Holders." Any amendment or waiver effected in compliance with this Section shall be binding upon the Company and the Warrant Holder. The Company shall give prompt notice to the Warrant Holder of any amendment or waiver effected in compliance with this Section.

(b) No failure or delay of the Company or the Warrant Holder in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereon or the exercise of any other right or power. No notice or demand on the Company in any case shall entitle the Company to any other or future notice or demand in similar or other circumstances. The rights and remedies of the Company and the Warrant Holder hereunder are cumulative and not exclusive of any rights or remedies which it would otherwise have.

Section 10. **Miscellaneous.**

(a) Expenses. The Company shall pay all reasonable expenses of the Warrant Holder, including reasonable fees and disbursements of counsel, in connection with the preparation of the Warrant.

(b) Successors and Assigns. All the provisions of this Warrant by or for the benefit of the Company or the Warrant Holder shall bind and inure to the benefit of their respective successors and permitted assigns.

(c) Severability. In case any one or more of the provisions contained in this Warrant shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

(d) Notices. Any notice or other communication required or permitted to be delivered to any party under this Warrant will be in writing and delivered by (a) email or (b) registered mail via a national courier service to the following email address or physical address, as applicable: (a) if to the Company, addressed to the Company at its address for notices as set forth below its signature hereon or any other address as the Company may hereafter notify to the Warrant Holder; and (b) if to the Warrant Holder, addressed to such address as the Warrant Holder may hereafter from time to time notify to the Company for the purposes of notice hereunder.

(e) Equitable Remedies. Without limiting the rights of the Company and the Warrant Holder to pursue all other legal and equitable rights available to such party for the other parties' failure to perform its obligations hereunder, the Company and the Warrant Holder each hereto acknowledge and agree that the remedy at law for any failure to perform any obligations hereunder would be inadequate and that each shall be entitled to specific performance, injunctive relief or other equitable remedies in the event of any such failure.

(f) Continued Effect. Notwithstanding anything herein to the contrary, the rights and benefits conferred on the holders of Warrant Units pursuant to the provisions hereof (including Section 6 and any covenants made by the Company) shall continue to inure to the benefit of, and shall be enforceable by, such holders, notwithstanding the surrender of the Warrant to, and its cancellation by, the Company upon the full or partial exercise or repurchase hereof. The Warrant Holders shall be entitled to retain a copy of this Warrant as evidence of the continued effect of the provisions hereof.

(g) Governing Law. THIS WARRANT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO SUCH LAW(S) THAT WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

(h) Section Headings. The section headings used herein are for convenience of reference only and shall not be construed in any way to affect the interpretation of any provisions of the Warrant.

(i) Rights as a Lender Unaffected. For the avoidance of doubt and notwithstanding anything herein that may be to the contrary, nothing contained in this Warrant shall affect, limit or impair the rights and remedies of the Warrant Holder or an Affiliate thereof in its capacity as a lender to the Company or any of its Affiliates pursuant to any note, indenture, agreement or other instrument under which the Company or any of its Affiliates has borrowed or may in the future borrow money. Without limiting the generality of the foregoing, any such person, in exercising its rights as a lender or agent thereunder, including making its decision on whether to foreclose on any collateral security, will have no duty to consider (i) its status or the status of any of its Affiliates as a direct or indirect equityholder of the Company or any of its Affiliates, (ii) the interests of the Company or any of its Affiliates, or (iii) any duty it may have to any other direct or indirect equityholder of the Company or any of its Affiliates, except as may be required under commercial law applicable to creditors generally.

[Signatures on following page.]

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed by its authorized signatory as of the day and year first above written.

TRICOLOR HOLDINGS, LLC

By: _____
Name:
Title:

Address for Notices:

Tricolor Holdings, LLC
6021 Connection Drive, 4th Floor
Irving, Texas 75039
Attention: Daniel Chu
Email: dchu@tricolor.com

with copies (not constituting notice) to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attention: Byron Rooney
Email: byron.rooney@davispolk.com

Acknowledged and accepted:

[_____]

By: _____
Name:
Title:

Address for Notices:

c/o BlackRock, Inc.
Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Reid Fitzgerald
Email: legaltransactions@blackrock.com

with copies (not constituting notice) to:

Proskauer Rose LLP
Eleven Times Square
New York, NY 10036-8299
Attention: James Gerkis
Email: JGerkis@proskauer.com

EXHIBIT A
to
WARRANT

Form of Notice of Exercise

_____, 20__

To: [●]

Reference is made to the Warrant dated September 2, 2021. Capitalized terms defined in the Warrant and not otherwise defined in this Notice of Exercise are used herein as therein defined.

The undersigned, pursuant to the provisions set forth in the Warrant, hereby irrevocably elects and agrees to purchase _____ Common Units, and makes payment herewith in full therefor at the Exercise Price of $0.01 per Common Unit in the following form: _____.

[If the number of Common Units as to which the Warrant is being exercised is less than all of the Common Units purchasable thereunder, the undersigned hereby requests that a new Warrant representing the remaining balance of the Common Units be registered in the name of _____, whose address is: _____.]

The undersigned hereby represents that it is exercising the Warrant for its own account or the account of an Affiliate for investment purposes and not with the view to any sale or distribution and that the Warrant Holder will not offer, sell or otherwise dispose of the Warrant or any underlying Warrant Units in violation of applicable securities laws.

[NAME OF WARRANT HOLDER]

By _____
Name:
Title:

[ADDRESS OF WARRANT HOLDER]

EXHIBIT B
to
WARRANT

Form of Warrant Assignment

Reference is made to the Warrant dated September 2, 2021, issued by the Company. Terms defined therein are used herein as therein defined.

FOR VALUE RECEIVED _____ (the "Assignor") hereby sells, assigns and transfers all of the rights of the Assignor as set forth in such Warrant, with respect to the number of Warrant Units covered thereby as set forth below, to the assignees (the "Assignees") as set forth below:

Names of Assignees	*Addresses*	*Number of Warrant Units*

All notices to be given by the Company to the Assignor as Warrant Holder shall be sent to the Assignees at the above listed addresses, and, if the number of Common Units being hereby assigned is less than all of the Common Units covered by the Warrant held by the Assignor, then also to the Assignor.

In accordance with Section 6 of the Warrant, the Assignor requests that the Company execute and deliver a new Warrant or Warrants in the names of the Assignees, as is appropriate, or, if the number of Common Units being hereby assigned is less than all of the Common Units covered by the Warrant held by the Assignor, new Warrants in the names of the Assignees, as is appropriate, and in the name of the Assignor.

The undersigned represents that the Assignee has represented in writing to the Assignor that the Assignee is acquiring the Warrant for its own account or the account of an Affiliate for investment purposes and not with the view to any sale or distribution, and that the Assignee will not offer, sell or otherwise dispose of the Warrant or the Warrant Units except under circumstances as will not result in a violation of applicable securities laws.

Dated: _____, 20___

[NAME OF ASSIGNOR]

By _____
Name:
Title:

[ADDRESS OF ASSIGNOR]

Exhibit B

FORM OF SECOND TRANCHE WARRANT

(see attached)

#94683724v30

FORM OF WARRANT

TRICOLOR HOLDINGS, LLC

THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR QUALIFIED UNDER ANY STATE OR FOREIGN SECURITIES LAWS AND MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED OR ASSIGNED UNLESS (I) A REGISTRATION STATEMENT COVERING SUCH SECURITIES IS EFFECTIVE UNDER THE ACT AND IS QUALIFIED UNDER APPLICABLE STATE AND FOREIGN LAW, OR (II) THE TRANSACTION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS UNDER THE ACT AND ANY QUALIFICATION REQUIREMENTS UNDER APPLICABLE STATE AND FOREIGN LAW.

Dated: September 2, 2021

Second Tranche Warrant No.: [●]

THIS CERTIFIES THAT, for value received, [_____], a [_____], or its successors or assigns (such Person and such successors and assigns each being the "Warrant Holder" with respect to the Warrant held by it), at any time and from time to time on any Business Day on or after the Exercisable Date (as herein defined) and prior to 5:00 p.m. (ET) on the Expiration Date (as herein defined), is entitled: (a) to subscribe for the purchase from Tricolor Holdings, LLC, a Delaware limited liability company (the "Company"), a number of Warrant Units equal to the Second Tranche Unit Number upon the exercise of this Warrant, in each case at a price per Common Unit equal to the Exercise Price (as herein defined); and (b) to the other rights set forth herein; *provided, however,* that the number of Common Units issuable upon any exercise of this Warrant and the Exercise Price shall be adjusted and readjusted from time to time in accordance with Section 5.

WHEREAS, this Warrant is being issued to the Warrant Holder pursuant to the Subscription Agreement (as herein defined).

IN FURTHERANCE THEREOF, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto irrevocably undertake and agree as follows:

Section 1. **Definitions and Construction.**

(a) Certain Definitions. As used herein (the following definitions being applicable in both singular and plural forms):

"Affiliate" means any Person directly or indirectly controlling, controlled by, or under common control with another Person and any Persons with the same investment manager or whose investment manager is directly or indirectly controlling, controlled by, or under common control with another Person's investment manager. For purposes of this definition, "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies or affairs of a Person, whether through ownership of voting securities, by contract or otherwise, as executor, trustee or otherwise.

"Appraiser" means a mutually acceptable, independent third party investment bank, selected by the Company and the Requisite Holders, who shall determine Fair Value, if the Company and the Warrant Holder are unable to agree. Any determination by the Appraiser shall be final, conclusive and binding upon the Company and the holders of the Warrants and the Warrant Units. The fees and expenses of the Appraiser shall be paid by the Company, on the one hand, and by the Requisite Holders, on the other hand, based upon the percentage that the amount actually contested but not awarded to the Company or the Requisite Holders, respectively, bears to the aggregate amount actually contested by the Company and the Requisite Holders.

"Board" means the board of directors or managers, managing member, or such other similar governing Person or body.

"Business Day" means any day except a Saturday, Sunday or other day on which commercial banks in New York City are authorized by law to close.

"Capital Reorganization" has the meaning set forth in Section 5(b).

"Commission" means the Securities and Exchange Commission or any other Federal agency administering the Securities Act at the time.

"Common Unit Reorganization" has the meaning set forth in Section 5(a).

"Common Units" means Common Units of the Company, and any other class or series of equity interests into which such Common Units may hereafter have been changed, converted, exchanged or reclassified .

"Common Units Deemed Outstanding" means, at any given time, the sum of (i) the number of Common Units actually outstanding at such time, *plus* (ii) the number of Common Units issuable upon exercise of Options actually outstanding at such time, *plus* (iii) without

duplication, the number of Common Units issuable upon conversion, exercise or exchange of Convertible Securities actually outstanding at such time (treating as actually outstanding any Convertible Securities, issuable upon exercise of Options actually outstanding at such time), in each case, regardless of whether the Options or Convertible Securities are actually exercisable at such time; *provided*, *however*, that Common Units Deemed Outstanding at any given time shall not include (i) Common Units, Convertible Securities or Options owned or held by or for the account of the Company or any of its wholly owned subsidiaries, or (ii) any Warrants (or the Common Units issuable upon exercise of such Warrants) with respect to which the Exercisable Date has not occurred.

"Company" has the meaning set forth in the introductory paragraph to this Warrant.

"Convertible Securities" means any securities (directly or indirectly) convertible into or exchangeable for Common Units, but excluding Options. For the avoidance of doubt, Management Incentive Units are not Convertible Securities.

"Excluded Issuances" means any issuance or sale (or deemed issuance or sale in accordance with Section 5(f)) by the Company of any Common Units issued: (a) upon the exercise of any Warrant; (b) upon the conversion of any Preferred Unit; (c) securities issued by the Company in a Qualified Public Offering; or (d) Units of the Company issued in accordance with the LLC Agreement as consideration to a selling party in a merger, consolidation, acquisition or similar business combination approved by the Board.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exercisable Date" means September 2, 2026 or each Second Tranche Increase Date, as applicable.

"Exercise Amount" means for any number of Warrant Units as to which this Warrant is being exercised, the product of (i) such number of Warrant Units, *multiplied by* (ii) the Exercise Price.

"Exercise Price" means $0.01 per Warrant Unit, as adjusted from time to time pursuant to Section 5.

"Expiration Date" means the earlier to occur of: (i) the date of the fifth (5^{th}) anniversary of the applicable Exercisable Date, (ii) the consummation of a Qualified Financing; and (iii) such time as no Preferred Units are outstanding.

"Fair Value" means, as of any particular date, the fair value of a Unit, without giving effect to any discounts for a lack of control, illiquidity, lack of marketability or minority status, as determined jointly by the Company and the Warrant Holder in good faith.

"Fully Diluted Equity", as of any particular date, means all outstanding Common Units plus all Common Units issuable in respect of Convertible Securities, Management Incentive Units, Options and all appreciation rights and phantom equity based on or in respect of Common Units, as of such date, including, and for the avoidance of doubt, any right pursuant to any equity incentive plan; *provided, however,* that if any of the foregoing are subject to vesting or are

otherwise not exercisable as of the relevant date, such Common Units shall be included only upon and to the extent then vested or exercisable.

"Lien" means any lien (statutory or otherwise), encumbrance, charge, claim, community property interest, option, pledge, mortgage, deed of trust, hypothecation, collateral assignment, deposit arrangement or security interest.

"LLC Agreement" means that certain Fourth Amended and Restated Operating Agreement, dated as of September 2, 2021, among Tricolor Holdings, LLC, a Delaware limited liability company and certain holders of equity interests of the Company, as the same may be amended, restated, or otherwise modified from time to time.

"Notice of Exercise" has the meaning set forth in Section 2(a).

"Options" means any warrants, options or other rights to subscribe for or purchase Common Units or Convertible Securities.

"Original Price" has the meaning set forth in Section 5(d).

"Person" means an individual, a corporation, a limited liability company, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Preferred Units" has the meaning set forth in the LLC Agreement.

"Requisite Holders" means, at any time, holders of Warrant Units and Warrants representing more than 50% of the Warrant Units outstanding and/or issuable upon the exercise of all the outstanding Warrants.

"Second Tranche Increase Date" means each of March 31, June 30, September 30 and December 31 of each year beginning after September 2, 2026.

"Second Tranche Proportional Share" means, as of any date, a fraction equal to (i) the number of Preferred Units held by the Warrant Holder as of such date, *divided by* (ii) the total number of Preferred Units issued and outstanding on such date of determination, whether or not held by the Warrant Holder (after giving effect to any splits, combinations and similar events). For the avoidance of doubt, if no Preferred Units are outstanding as of the date such fraction is calculated, then the Second Tranche Proportional Share shall be zero (0).

"Second Tranche Unit Number" means the product of (i) a number of Common Units equal to five percent (5.00%) of the Fully Diluted Equity on September 2, 2026 and (ii) the Second Tranche Proportional Share, calculated as of such fifth anniversary; *provided, however,* that, on each Second Tranche Increase Date, if any Preferred Units are outstanding as of such date, the Second Tranche Unit Number shall be increased by the product of (A) a number of Common Units equal to one and one-fourth percent (1.25%) of the Fully Diluted Equity on such Second Tranche Increase Date and (B) the Second Tranche Proportional Share, calculated as of such Second Tranche Increase Date.

"Securities Act" means the Securities Act of 1933 and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"Special Distribution" has the meaning set forth in Section 5(c).

"Subscription Agreement" means that certain Subscription Agreement, dated as of September 2, 2021, among Tricolor Holdings, LLC, a Delaware limited liability company and the other parties thereto, as the same may be amended, restated, or otherwise modified from time to time.

"Tax Distributions" means tax distributions from the Company to any Member pursuant to the terms of Section 8.2 of the LLC Agreement.

"Units" has the meaning set forth in the LLC Agreement.

"Warrant" means, as the context requires, (i) this Warrant, (ii) any of the other Common Unit purchase warrants originally issued pursuant to or in connection with the Subscription Agreement, (iii) in the case of clause (i) or clause (ii) above, any successor warrant, any replacement warrant, and any warrant issued upon division or combination of, or in substitution for, this Warrant or any such other Common Unit purchase warrant, and (iv) any warrant issued upon a whole or partial transfer or assignment of any warrant referred to in the foregoing clauses (i), (ii) and (iii).

"Warrant Holder" has the meaning set forth in the introductory paragraph to this Warrant.

"Warrant Units" means the number of Common Units issued or issuable upon exercise of this Warrant as set forth in the introduction hereto, as adjusted from time to time pursuant to Section 5, or in the case of other Warrants, issued or issuable upon exercise of those Warrants.

In addition to the foregoing definitions, capitalized terms used and not otherwise defined herein have the respective meanings set forth in the LLC Agreement, as in effect on the date hereof.

(b) Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with generally accepted accounting principles in the United States. When used herein, the term "financial statements" shall include the notes and schedules thereto. References to fiscal periods are to fiscal periods of the Company.

(c) Computation of Time Periods. With respect to the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding." Periods of days shall be counted in calendar days unless otherwise stated.

(d) Construction. Unless the context requires otherwise, (i) references to the plural include the singular, (ii) references to the singular include the plural, (iii) references to any gender include any other gender, (iv) the part includes the whole, (v) the terms "including,"

"include" and "includes" are not limiting, and (vi) the term "or" has, except where otherwise expressly indicated, the inclusive meaning represented by the phrase "and/or."

The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Warrant refer to this Warrant as a whole and not to any particular provision of this Warrant. Section, subsection, clause, exhibit and schedule references are to this Warrant, unless otherwise specified. Any reference to this Warrant includes any and all permitted alterations, amendments, changes, extensions, modifications, renewals, or supplements thereto.

Definitions from the LLC Agreement that are referenced herein are incorporated herein in full (together with any necessary constituent definitions) and remain operative, notwithstanding any amendment or termination of, or supplement to, the LLC Agreement.

(e) Exhibits and Schedules. All of the exhibits and schedules attached hereto shall be deemed incorporated herein by reference.

(f) No Presumption Against Any Party. Neither this Warrant nor any uncertainty or ambiguity herein or therein shall be construed or resolved using any presumption against any party hereto or thereto, whether under any rule of construction or otherwise. On the contrary, this Warrant has been reviewed by each of the parties hereto and their respective counsel and, in the case of any ambiguity or uncertainty, shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

Section 2. **Exercise of Warrant.**

(a) Exercise and Payment. The Warrant Holder may exercise this Warrant in whole or in part, at any time or from time to time on any Business Day on or after the Exercisable Date and prior to 5:00 p.m. (ET) on the Expiration Date, by delivering to the Company a duly executed notice (a "Notice of Exercise") in the form of Exhibit A and by payment to the Company of the Exercise Price per Warrant Unit, at the election of the Warrant Holder as follows: (i) by wire transfer of immediately available funds to the account of the Company in an amount equal to the Exercise Amount; (ii) by receiving from the Company the number of Warrant Units equal to (A) the number of Warrant Units as to which this Warrant is being exercised, *minus* (B) the number of Warrant Units having a value, based on the Fair Value immediately prior to the date of such exercise, equal to the Exercise Amount; or (iii) any combination of the foregoing.

The Company acknowledges that the provisions of clause (ii) of the prior sentence are intended, in part, to ensure that a full or partial exchange of this Warrant pursuant to such clause (ii) will qualify as an exchange, within the meaning of paragraph (d)(3)(iii) of Rule 144 under the Securities Act. For all purposes of this Warrant (other than this Section 2(a)), any reference herein to the exercise of this Warrant shall be deemed to include a reference to the exchange of this Warrant into Warrant Units in accordance with the terms of clause (ii). If this Warrant is exercised only in part, the Warrant Holder shall be deemed (to the extent of such exercise) to have exercised this Warrant and acquired Common Units in respect of which the earliest Expiration Date applies under this Warrant.

(b) Effectiveness and Delivery. As soon as practicable, but not later than five (5) Business Days after the Company shall have received a Notice of Exercise and payment, the Company shall update the books and records of the Company to reflect the exercise of the Warrant and issuance of the number of Warrant Units specified in such Notice of Exercise and otherwise evidence of the Warrant Holder's (or such other Person's) ownership of the number of Warrant Units specified in such Exercise Notice. This Warrant shall be deemed to have been exercised and such Warrant Units shall be deemed to have been issued, and the Warrant Holder or other Person or Persons designated in such Notice of Exercise shall be deemed for all purposes to have become a holder of record of Common Units, all as of the date that such Notice of Exercise and payment shall have been received (or deemed received) by the Company.

(c) No Required Surrender of Warrant. The Warrant Holder shall not be required to surrender this Warrant to the Company when it delivers the Notice of Exercise, however, this Warrant shall represent the right to purchase Common Units in respect of the unexercised portion (if any) of the Warrant. The other rights and obligations applicable to the Warrant, the Warrant Units and the Warrant Holders shall continue in effect following any partial exercise in accordance with the terms set forth herein only with respect to the unexercised portion of the Warrant, and all rights and obligations hereunder shall terminate with respect to the portion of the Warrant or the Warrant Units that have been exercised.

(d) Warrant Surrender; Delivery of New Warrant. If this Warrant is surrendered upon exercise or partial exercise, then (i) this Warrant shall be cancelled, and (ii) unless the purchase rights represented by this Warrant shall have been fully exercised, the Company shall, at the time of delivery of the certificate or certificates representing the Warrant Units being issued in accordance with this Section 2, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unexpired and unexercised Warrant Units called for by this Warrant. Such new Warrant shall in all other respects be identical to this Warrant.

(e) Delivery of Certificates. If at the time of exercise of this Warrant the Warrant Units are issuable by the Company in certificated form, then the Company shall, as promptly as practicable, and in any event within five (5) Business Days after the Company shall have received a Notice of Exercise and payment, execute (or cause to be executed) and deliver (or cause to be delivered) to the Holder a certificate or certificates representing the Warrant Units issuable upon any exercise of this Warrant. The certificate or certificates so delivered shall be, to the extent possible, in such denomination or denominations as the exercising Holder shall reasonably request in the Notice of Exercise and shall be registered in the name of the Holder or, subject to compliance with Section 2(f), such other Person's name as shall be designated in the Notice of Exercise.

(f) Expenses and Taxes. The Company shall pay all expenses, transfer taxes and owner charges payable in connection with the preparation, issuance and delivery of the Warrant Units and any new Warrants, except that if the Warrant Units or the new Warrants are to be registered in a name or names other than the name of the Warrant Holder, funds sufficient to pay all transfer taxes payable as a result of such transfer shall be paid by the Warrant Holder at the time of its delivery of the Notice of Exercise or promptly upon receipt of a written request by the Company for payment.

(g) Fractional Units. The Company shall not be required to issue a fractional Warrant Unit upon exercise of any Warrant. As to any fraction of a Warrant Unit that the Holder would otherwise be entitled to purchase upon such exercise, the Company shall pay to such Holder an amount in cash (by delivery of a certified or official bank check or by wire transfer of immediately available funds) equal to the product of (i) such fraction *multiplied by* (ii) the Fair Value of one Warrant Unit on the Exercise Date.

(h) Automatic Cashless Exercise. To the extent that there has not been an exercise by the Warrant Holder pursuant to Section 2(a), any portion of the Warrant that remains unexercised shall be exercised automatically in whole (not in part), upon the Expiration Date. Payment by the Warrant Holder upon such automatic exercise shall be in the form of the Warrant Holder receiving from the Company the number of Warrant Units equal to (i) the number of Warrant Units as to which this Warrant is being automatically exercised, *minus* (ii) the number of Warrant Units having a value, based on the Fair Value immediately prior to the date of such automatic exercise, equal to the Exercise Amount with respect to such automatic exercise.

(i) Company Action. The Company will take any Company action which may be necessary in order that the Company may validly and legally issue Warrant Units in connection with any exercise of this Warrant.

(j) Conditional Exercise. Unless the Warrant Holder elects in writing otherwise by notice to the Company, if an exercise of any portion of this Warrant is to be made in connection with a public offering, a sale of the Company (pursuant to a merger, consolidation, sale of stock, or otherwise) or a SPAC Transaction, then such exercise, notwithstanding any other provision hereof, shall be conditioned upon the consummation of such transaction, in which case such exercise shall not be deemed to be effective until immediately prior to the consummation of such transaction.

(k) Acknowledgement. The Warrant Holder, by acceptance hereof, acknowledges that this Warrant and the Warrant Units to be issued upon exercise hereof are subject to the terms of the LLC Agreement that are expressly applicable to the Warrant Units, the Warrant Holder and holders of Warrant Units and/or this Warrant (including, without limitation, Sections 4.3(d), 4.3(f), 10.4, 10.5, 12.1, 12.2, 12.8, 12.10 and 12.12). The Warrant Holder agrees to execute the LLC Agreement (if not already a party thereto) upon its acceptance of this Warrant.

(l) Withholding and Reporting. The Warrant Holder shall be subject to Section 10.4 of the LLC Agreement as though the Warrant Holder had fully exercised this Warrant.

Section 3. **Investment Representation.**

(a) The Warrant Holder represents to the Company that the Warrant Holder is an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act. By accepting the Warrant, the Warrant Holder represents that it is acquiring the Warrant for its own account for investment purposes and not with the view to any sale or distribution, that the Warrant Holder will not offer, sell or otherwise dispose of the Warrant or the Warrant Units except under circumstances as will not result in a violation of applicable securities laws.

(b) The Warrant Holder understands and acknowledges that this Warrant and the Warrant Units to be issued upon exercise hereof are "restricted securities" under the federal securities laws and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances. In addition, the Warrant Holder represents that it is familiar with Rule 144 under the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.

(c) The Warrant Holder acknowledges that it can bear the economic and financial risk of its investment for an indefinite period, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Warrant and the Warrant Units. The Warrant Holder has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Warrant and the business, properties, prospects and financial condition of the Company and its Subsidiaries.

Section 4. **Representations and Warranties of the Company.**

The Company represents and warrants to the Warrant Holders as follows:

(a) This Warrant has been duly authorized, is validly issued, and constitutes the valid and binding obligation of the Company. Any Warrant issued in substitution for or replacement of this Warrant shall be duly authorized, validly issued, and constitute the valid and binding obligation of the Company.

(b) The Company has duly authorized and reserved, and will at all times until the Expiration Date have duly authorized and reserved, such number of Common Units as will be sufficient to permit the exercise in full of the Warrant, and that all such Common Units are and will be duly authorized and, when issued upon exercise of the Warrant, will be validly issued, fully paid and non-assessable, issued without violation of any preemptive or similar rights of any Member of the Company or any other Person, and free and clear of all Liens other than those arising under the LLC Agreement or applicable securities laws.

(c) As of the date of this Warrant, Schedule A to the LLC Agreement sets forth the entire issued and outstanding equity interests of the Company, including Options and Convertible Securities.

Section 5. **Antidilution Provisions.**

The number of Warrant Units that may be purchased upon any exercise of the Warrant, shall be subject to change or adjustment as set forth in this Section 5 (in each case, after taking into consideration any prior adjustments pursuant to this Section 5).

(a) Common Unit Reorganization. If the Company shall pay a dividend or make any other distribution upon any capital interests of the Company payable in Common Units, in rights to subscribe for or to purchase Common Units, or any Options for the purchase of Common Units, or any Convertible Securities or shall subdivide its outstanding Common Units into a greater number of Common Units, by way of a Common Unit split, Common Unit distribution or

otherwise, or consolidate its outstanding Common Units into a smaller number of Common Units (any such event being herein called a "Common Unit Reorganization"), then the number of Common Units subject to purchase upon exercise of this Warrant shall be adjusted, effective at such time, to a number determined by multiplying the number of Common Units subject to purchase immediately before such Common Unit Reorganization by a fraction, the numerator of which shall be the number of Common Units outstanding after giving effect to such Common Unit Reorganization and the denominator of which shall be the number of Common Units outstanding immediately before giving effect to such Common Unit Reorganization.

(b) Capital Reorganization. If there shall be (i) any consolidation or merger to which the Company is a party, other than a consolidation or a merger of which the Company is the continuing corporation and which does not result in any reclassification of, or change (other than a Common Unit Reorganization) in, outstanding Units, (ii) any sale or conveyance of the property of the Company as an entirety or substantially as an entirety, (iii) any recapitalization or similar capital reorganization of the Company, (iv) any reclassification of the Units of the Company, (v) any other transaction similar to the transactions described in clauses (i)-(iv) above (other than any such transaction that is a Common Unit Reorganization), (any of the foregoing events or transactions being called a "Capital Reorganization"), then, effective upon the effective date of such Capital Reorganization, the Warrant Holder shall no longer have the right to purchase Common Units, but shall have instead the right to purchase from the Company or the successor Person resulting from such Capital Reorganization, upon exercise of this Warrant, the kind and amount of securities and property (including cash) which the Warrant Holder would have owned or have been entitled to receive pursuant to such Capital Reorganization if the Warrant had been exercised in full immediately prior to the effective date of such Capital Reorganization and acquired the applicable number of Warrant Units then issuable hereunder as a result of such exercise (without taking into account any limitations or restrictions on the exercisability of this Warrant); and, in such case, appropriate adjustment (in form and substance reasonably satisfactory to the Warrant Holder) shall be made with respect to the Warrant Holder's rights under this Warrant to insure that the provisions of this Section 5 shall thereafter be applicable, as nearly as possible, to this Warrant in relation to any securities and property (including cash) thereafter acquirable upon exercise of this Warrant.

As a condition to effecting any Capital Reorganization, the Company or the successor or surviving entity, as the case may be, shall execute and deliver to the Warrant Holder an agreement as to the Warrant Holder's rights in accordance with this Section 5(b), providing, to the extent of any right to purchase equity securities hereunder, for subsequent adjustments as nearly equivalent as may be practicable to the adjustments provided for in this Section 5 and otherwise having the same terms and conditions as set forth herein.

The Company shall not effect any Capital Reorganization unless, prior to the consummation thereof, the successor Person (if other than the Company) resulting from such Capital Reorganization, shall assume, by written instrument substantially similar in form and substance to this Warrant and reasonably satisfactory to the Warrant Holder, the obligation to deliver to the Warrant Holder such securities and property (including cash) which, in accordance with the foregoing provisions, such Holder shall be entitled to receive upon exercise of this Warrant. Notwithstanding anything to the contrary contained herein, with respect to any Capital Reorganization contemplated by the provisions of this Section 5(b), the Warrant Holder shall

have the right to elect prior to the consummation of such any Capital Reorganization, to give effect to the exercise rights contained in Section 2 (to the extent the Exercisable Date has then occurred) instead of giving effect to the provisions contained in this Section 5(b) with respect to this Warrant.

The provisions of this Section 5(b) shall similarly apply to successive Capital Reorganizations. The provisions of this Section 5(b) shall not apply to any transaction that is a Qualified Financing.

(c) Special Distributions. If, after the Exercisable Date, the Company shall issue or distribute to any holder or holders of Common Units evidences of indebtedness, any other securities of the Company or any cash, property or other assets (excluding a Common Unit Reorganization) whether or not accompanied by a purchase, redemption or other acquisition of Units (any such nonexcluded event being herein called a "Special Distribution"), then the Warrant Holder shall be entitled to a pro-rata share of such Special Distribution as though the Warrant Holder had fully exercised this Warrant immediately prior to the record date for such Special Distribution, and the Company shall pay or distribute such pro-rata share to Warrant Holder when paid or distributed to the holders of the Common Units. For the avoidance of doubt, no adjustment in the number of Warrant Units issuable upon exercise of this Warrant shall be made with respect to a Special Distribution. A reclassification of the Common Units into Units of any other class of units or securities shall be deemed to be a distribution by the Company to the holders of its Common Units of such class of units or securities and, if the outstanding Common Units shall be changed into a larger or smaller number of Units as part of such reclassification, a Common Unit Reorganization.

(d) Adjustment to Number of Warrant Units Upon Issuance of Common Units. Except as provided in Section 5(e) and except in the case of an event described in either Section 5(a) or Section 5(b), if the Company shall, at any time or from time to time after the Exercisable Date, issue or sell, or in accordance with Section 5(f) is deemed to have issued or sold, any Common Units without consideration or for consideration per Common Unit less than $11.00 (as such amount is proportionately adjusted for Common Unit splits, reverse Common Unit splits, Common Unit combinations, Common Unit dividends and other distributions and recapitalizations affecting the Common Units after September 2, 2021, the "Original Price"), then immediately upon such issuance or sale (or deemed issuance or sale), the number of Warrant Units issuable upon exercise of this Warrant immediately prior to any such issuance or sale (or deemed issuance or sale) shall be increased to a number of Warrant Units equal to the product obtained by multiplying the number of Warrant Units issuable upon exercise of this Warrant immediately prior to such issuance or sale (or deemed issuance or sale) by a fraction (which shall in no event be less than one):

(i) the numerator of which shall be the number of Common Units Deemed Outstanding immediately after such issuance or sale (or deemed issuance or sale); and

(ii) the denominator of which shall be the sum of: (A) the number of Common Units Deemed Outstanding immediately prior to such issuance or sale (or deemed issuance or sale); *plus* (B) the aggregate number of Common Units which the

aggregate amount of consideration, if any, received by the Company upon such issuance or sale (or deemed issuance or sale) would purchase at the Original Price.

(e) Exceptions to Adjustment Upon Issuance of Common Units. Anything herein to the contrary notwithstanding, there shall be no adjustment to the number of Warrant Units issuable upon exercise of this Warrant with respect to (i) any Excluded Issuance, or (ii) a Qualified Financing (which, for the avoidance of doubt, shall be subject to the terms and conditions of the LLC Agreement).

(f) Effect of Certain Events on Adjustment to Number of Warrant Units. For purposes of determining the adjusted number of Warrant Units under Section 5(d), the following shall be applicable:

(i) Issuance of Options. If the Company shall, at any time or from time to time after the Exercisable Date, in any manner grant or sell (whether directly or by assumption in a merger or otherwise) any Options, whether or not such Options or the right to convert, exercise or exchange any Convertible Securities issuable upon the exercise of such Options are immediately exercisable, and the price per Common Unit (determined as provided in this paragraph and in Section 5(f)(v)) for which Common Units are issuable upon the exercise of such Options or upon the conversion or exchange of Convertible Securities issuable upon the exercise of such Options is less than the Original Price in effect immediately prior to the time of the granting or sale of such Options, then the total maximum number of Common Units issuable upon the exercise of such Options or upon conversion or exchange of the total maximum amount of Convertible Securities issuable upon the exercise of such Options shall be deemed to have been issued as of the date of granting or sale of such Options (and thereafter shall be deemed to be outstanding for purposes of adjusting the number of Warrant Units under Section 5(d)), at a price per Common Unit equal to the quotient obtained by dividing: (A) the sum (which sum shall constitute the applicable consideration received for purposes of Section 5(d)) of (x) the total amount, if any, received or receivable by the Company as consideration for the granting or sale of all such Options, *plus* (y) the minimum aggregate amount of additional consideration payable to the Company upon the exercise of all such Options, plus (z), in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable to the Company upon the issuance or sale of all such Convertible Securities and the conversion or exchange of all such Convertible Securities; *by* (B) the total maximum number of Common Units issuable upon the exercise of all such Options or upon the conversion or exchange of all Convertible Securities issuable upon the exercise of all such Options. Except as otherwise provided in Section 5(f)(iii), no further adjustment of the number of Warrant Units shall be made upon the actual issuance of Common Units or of Convertible Securities upon exercise of such Options or upon the actual issuance of Common Units upon conversion or exchange of Convertible Securities issuable upon exercise of such Options.

(ii) Issuance of Convertible Securities. If the Company shall, at any time or from time to time after the Exercisable Date, in any manner grant or sell (whether directly or by assumption in a merger or otherwise) any Convertible Securities, whether or not the

right to convert or exchange any such Convertible Securities is immediately exercisable, and the price per Common Unit (determined as provided in this paragraph and in Section 5(f)(v)) for which Common Units are issuable upon the conversion or exchange of such Convertible Securities is less than the Original Price in effect immediately prior to the time of the granting or sale of such Convertible Securities, then the total maximum number of Common Units issuable upon conversion or exchange of the total maximum amount of such Convertible Securities shall be deemed to have been issued as of the date of granting or sale of such Convertible Securities (and thereafter shall be deemed to be outstanding for purposes of adjusting the number of Warrant Units pursuant to Section 5(d)), at a price per Common Unit equal to the quotient obtained by dividing: (A) the sum (which sum shall constitute the applicable consideration received for purposes of Section 5(d)) of (x) the total amount, if any, received or receivable by the Company as consideration for the granting or sale of such Convertible Securities, *plus* (y) the minimum aggregate amount of additional consideration, if any, payable to the Company upon the conversion or exchange of all such Convertible Securities; *by* (B) the total maximum number of Common Units issuable upon the conversion or exchange of all such Convertible Securities. Except as otherwise provided in Section 5(f)(iii), no further adjustment of the number of Warrant Units shall be made upon the actual issuance of Common Units upon conversion or exchange of such Convertible Securities or by reason of the issue or sale of Convertible Securities upon exercise of any Options to purchase any such Convertible Securities for which adjustments of the number of Warrant Units have been made pursuant to the other provisions of this Section 5(f).

(iii) Change in Terms of Options or Convertible Securities. Upon any change in any of (A) the total amount received or receivable by the Company as consideration for the granting or sale of any Options or Convertible Securities referred to in Section 5(f)(i) or Section 5(f)(ii), (B) the minimum aggregate amount of additional consideration, if any, payable to the Company upon the exercise of any Options or upon the issuance, conversion or exchange of any Convertible Securities referred to in Section 5(f)(i) or Section 5(f)(ii), (C) the rate at which Convertible Securities referred to in Section 5(f)(i) or Section 5(f)(ii) are convertible into or exchangeable for Common Units, or (D) the maximum number of Common Units issuable in connection with any Options referred to in Section 5(f)(i) or any Convertible Securities referred to in Section 5(f)(ii) (in each case, other than in connection with an Excluded Issuance), then (whether or not the original issuance or sale of such Options or Convertible Securities resulted in an adjustment to the number of Warrant Units pursuant to this Section 5) the number of Warrant Units issuable upon exercise of this Warrant at the time of such change shall be adjusted or readjusted, as applicable, to the number of Warrant Units which would have been in effect at such time pursuant to the provisions of this Section 5 had such Options or Convertible Securities still outstanding provided for such changed consideration, conversion rate, or maximum number of Common Units, as the case may be, at the time initially granted, issued, or sold, but only if as a result of such adjustment or readjustment, the number of Warrant Units issuable upon exercise of this Warrant is increased.

(iv) Treatment of Expired or Terminated Options or Convertible Securities. Upon the expiration or termination of any unexercised Option (or portion thereof) or any

unconverted or unexchanged Convertible Security (or portion thereof) for which any adjustment (either upon its original issuance or upon a revision of its terms) was made pursuant to this Section 5 (including upon the redemption or purchase for consideration of all or any portion of such Option or Convertible Security by the Company), the number of Warrant Units then issuable upon exercise of this Warrant shall forthwith be changed pursuant to the provisions of this Section 5 to the number of Warrant Units which would have been in effect at the time of such expiration or termination had such unexercised Option (or portion thereof) or unconverted or unexchanged Convertible Security (or portion thereof), to the extent outstanding immediately prior to such expiration or termination, never been issued.

(v) Calculation of Consideration Received. If the Company shall, at any time or from time to time after the Exercisable Date, issue or sell, or is deemed to have issued or sold in accordance with Section 5(f), any Common Units, Options, or Convertible Securities: (A) for cash, the consideration received therefor shall be deemed to be the net amount received by the Company therefor; (B) for consideration other than cash, the amount of the consideration other than cash received by the Company shall be the Fair Value of such consideration, except where such consideration consists of marketable securities, in which case the amount of consideration received by the Company shall be the market price (as reflected on any securities exchange, quotation system or association, or similar pricing system covering such security) for such securities as of the end of business on the date of receipt of such securities; (C) for no specifically allocated consideration in connection with an issuance or sale of other securities of the Company, together comprising one integrated transaction, the amount of the consideration therefor shall be deemed to be the Fair Value of such portion of the aggregate consideration received by the Company in such transaction as is attributable to such Common Units, Options or Convertible Securities, as the case may be, issued in such transaction; or (D) to the owners of the non-surviving entity in connection with any merger in which the Company is the surviving corporation, the amount of consideration therefor shall be deemed to be the Fair Value of such portion of the net assets and business of the non-surviving entity as is attributable to such Common Units, Options, or Convertible Securities, as the case may be, issued to such owners. The net amount of any cash consideration and the Fair Value of any consideration other than cash or marketable securities shall be determined in good faith jointly by the Board and the Requisite Holders; *provided*, *however*, that if the Board and the Requisite Holders are unable to agree on the net amount of any cash consideration or the Fair Value of any consideration other than cash or marketable securities within a reasonable period of time (not to exceed 15 days from the Warrant Holder's receipt of a certificate of adjustment pursuant to Section 5(i)(vii) relating to the applicable issuance), such net amount of cash or Fair Value, as applicable, shall be determined by the Appraiser.

(vi) Record Date. For purposes of any adjustment to the number of Warrant Units in accordance with this Section 5, in case the Company shall take a record of the holders of its Common Units for the purpose of entitling them (A) to receive a dividend or other distribution payable in Common Units, Options, or Convertible Securities, or (B) to subscribe for or purchase Common Units, Options, or Convertible Securities, then such record date shall be deemed to be the date of the issue or sale of the Common Units

deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be; *provided*, *however,* that if before the distribution to its holders of Common Units the Company legally abandons its plan to pay or deliver such dividend, distribution, subscription, or purchase rights, then thereafter no adjustment shall be required by the taking of such record and any such adjustment previously made in respect thereof shall be rescinded and annulled.

(vii) Treasury Units. The number of Common Units outstanding at any given time shall not include any securities owned or held by or for the account of the Company or any of its wholly owned subsidiaries, and the disposition of any such securities (other than the cancellation or retirement thereof or the transfer of such securities among the Company and its wholly owned subsidiaries) shall be considered an issue or sale of Common Units for the purpose of this Section 5.

(g) Notices. In the event:

(i) that the Company shall take a record of the holders of its Common Units (or other Units or securities at the time issuable upon exercise of the Warrant) for the purpose of entitling or enabling them to receive any dividend or other distribution (including a Special Distribution), to vote at a meeting (or by written consent), to receive any right to subscribe for or purchase any Units of any class or any other securities, or to receive any other security; or

(ii) of any capital reorganization of the Company, any reclassification of the Common Units of the Company, any consolidation or merger of the Company with or into another Person, any sale of all or substantially all of the Company's assets to another Person (including any Capital Reorganization), or any SPAC Transaction; or

(iii) of the voluntary or involuntary dissolution, liquidation, or winding-up of the Company;

then, and in each such case, the Company shall send or cause to be sent to the Warrant Holder at least fifteen (15) days prior to the applicable record date or the applicable expected effective date, as the case may be, for the event, a written notice specifying, as the case may be, (A) the record date for such dividend, distribution, meeting or consent, or other right or action, and a description of such dividend, distribution, or other right or action to be taken at such meeting or by written consent, or (B) the effective date on which such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation, or winding-up is proposed to take place, and the date, if any is to be fixed, as of which the books of the Company shall close or a record shall be taken with respect to which the holders of record of Common Units (or such other Units or securities at the time issuable upon exercise of the Warrant) shall be entitled to exchange their Common Units (or such other Units or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation, or winding-up, and the amount per Unit and character of such exchange applicable to the Warrant and the Warrant Units.

(h) Equitable Equivalent. In case any event shall occur (including any change or adjustment to the number of Common Units issuable upon conversion of any Preferred Unit pursuant to the LLC Agreement) as to which the provisions of this Section 5 set forth above hereof are not strictly applicable but the failure to make any adjustment would not, in the reasonable opinion of the Requisite Holders, fairly protect the purchase rights represented by this Warrant in accordance with the essential intent and principles of this Section 5, then, in each such case, at the request of the Requisite Holders, the Company shall appoint an Appraiser (which shall be completely independent of the Company and shall be satisfactory to the Warrant Holder or the holders constituting the Requisite Holders), which shall give its opinion upon the adjustments, if any, on a basis consistent with the essential intent and principles established in this Section 5, necessary to preserve, without dilution, the purchase rights represented by this Warrant. Upon receipt of such opinion, the Company promptly will send a copy thereof to the Warrant Holder and shall make the adjustments described therein.

(i) Adjustment Rules.

(i) Any adjustments pursuant to this Section 5 shall be made successively whenever any event referred to herein shall occur.

(ii) In computing adjustments under this Section 5, fractional interests in Common Units shall be taken into account to the nearest one-thousandth of a Common Unit.

(iii) The exercise of a Warrant shall not, in and of itself, cause an adjustment pursuant to this Section 5.

(iv) No adjustment under this Section 5 shall operate to increase the Exercise Price or reduce the number of Common Units subject to purchase upon exercise of this Warrant, other than in the case of a Common Unit Reorganization involving a Common Unit combination or similar transaction.

(v) As a condition precedent to the taking of any action which would require an adjustment pursuant to this Section 5, the Company shall take any action which may be necessary, including obtaining regulatory approvals or exemptions, in order that the Company may thereafter validly and legally issue all Common Units which the Warrant Holder is entitled to receive upon exercise of the Warrant.

(vi) Not less than fifteen (15) days prior to the record date or effective date, as the case may be, of any action which requires or might require an adjustment or readjustment pursuant to this Section 5, the Company shall give notice to the Warrant Holder of such event, describing such event in reasonable detail and specifying the record date or effective date, as the case may be, and, if determinable, the required adjustment and computation thereof. If the required adjustment is not determinable as of the time of such notice, the Company shall give notice to the Warrant Holder of such adjustment and computation as soon as reasonably practicable after such adjustment becomes determinable (and in any event no later than three (3) days prior to such record date or effective date, as applicable). Any dispute which arises between the Warrant Holder and

the Company with respect to the calculation of the adjusted Warrant Units issuable upon exercise shall be determined by the Appraiser.

(vii) As promptly as reasonably practicable following any adjustment of the number of Warrant Units pursuant to the provisions of this Section 5, but in any event not later than five (5) Business Days thereafter, the Company shall furnish to the Warrant Holder a certificate of an executive officer setting forth in reasonable detail such adjustment and the facts upon which it is based and certifying the calculation thereof.

(viii) As promptly as reasonably practicable following the receipt by the Company of a written request by the Warrant Holder, but in any event not later than five (5) Business Days thereafter, the Company shall furnish to the Warrant Holder a certificate of an executive officer certifying the number of Warrant Units or the amount, if any, of other Units, securities, or assets then issuable upon exercise of the Warrant.

(ix) The form of this Warrant need not be changed because of any adjustment pursuant to this Section 5.

(x) Upon the occurrence of any adjustment pursuant to this Section 5, the Exercise Price also shall be correspondingly adjusted, so that after such adjustment the aggregate Exercise Price payable hereunder for the adjusted number of Warrant Units shall be the same as the aggregate Exercise Price in effect immediately prior to such adjustment.

Section 6. **Transfer of Warrant.**

Subject to any limitations on transfer applicable to holders of Warrants set forth in the LLC Agreement, the Warrant Holder may effectuate a transfer of the Warrant by (a) delivering to the Company a duly executed Warrant Assignment in the form of Exhibit B of this Warrant, together with funds sufficient to pay any transfer taxes described in Section 2(f) in connection with the making of such transfer, and (b) causing the transferee to sign and deliver to the Company a joinder to the LLC Agreement (if such transferee is not already a party thereto), in a form reasonably acceptable to the Company, pursuant to which such transferee agrees to be bound by the terms thereof. For the avoidance of doubt, if the Warrant Holder does not comply with clauses (a) and (b) of the foregoing sentence, the purported transfer shall be deemed void *ab initio*.

Section 7. **Covenants.** The Company hereby covenants and agrees as follows:

(a) No Avoidance. Notwithstanding any provision herein to the contrary, nothing herein shall be construed to limit, amend or alter the rights or remedies available to the Warrant Holder**.** The Company shall not, by amendment of its certificate of formation, the LLC Agreement, any other constitutional document or any other agreement to which it is party or through any consolidation, merger, amalgamation, reorganization, reclassification of securities, recapitalization, transfer of assets, dissolution, issue or sale of securities, SPAC Transaction or any other action or transaction, directly or indirectly, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the

carrying out of all such terms and in the taking of all such action as may be necessary or appropriate or reasonably requested by the Warrant Holder in order to protect the rights of the Warrant Holder against dilution or other impairment.

(b) Further Actions. The Company shall take all such actions as may be necessary to ensure that all such Warrant Units are issued without violation by the Company of any applicable law or governmental regulation or any requirements of any securities exchange upon which shares of Common Stock or other securities constituting Warrant Units may be listed at the time of such exercise (except for official notice of issuance which shall be immediately delivered by the Company upon each such issuance).

(c) Securities Listings. The Company shall use its commercially reasonable efforts to cause the Warrant Units, immediately upon such exercise, to be listed on any securities exchange upon which Common Units or other securities constituting Warrant Units are listed at the time of such exercise.

(d) Par Value. If the Warrant Units have a par value, then the Company shall ensure that the par value per Warrant Unit shall at all times be less than or equal to the applicable Exercise Price. The Company shall not increase the par value of any Warrant Units receivable upon the exercise of this Warrant above the Exercise Price then in effect, and shall take all such actions as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Units upon the exercise of this Warrant.

Section 8. **Lost, Mutilated or Missing Warrants.**

The Company hereby agrees that, upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of any Warrant, and, in the case of loss, theft or destruction, upon receipt of indemnification satisfactory to the Company (which shall be in the form of an unsecured, unbonded agreement of indemnity or affidavit of loss) or, in the case of mutilation, upon surrender and cancellation of the mutilated Warrant, the Company shall execute and deliver a new Warrant of like tenor and representing the right to purchase the same aggregate number of Warrant Units.

Section 9. **Waivers; Amendments; Rights and Remedies.**

(a) Any provision of this Warrant may be amended or waived with (but only with) the written consent of the Company and the Requisite Holders; *provided, however,* that no such amendment or waiver shall, without the written consent of the Company and the Warrant Holder, (i) change the number of Warrant Units issuable upon exercise of the Warrant or the Exercise Price, (ii) shorten the Expiration Date, or (iii) amend, supplement or waive the provisions of this Section or the definition of "Requisite Holders." Any amendment or waiver effected in compliance with this Section shall be binding upon the Company and the Warrant Holder. The Company shall give prompt notice to the Warrant Holder of any amendment or waiver effected in compliance with this Section.

(b) No failure or delay of the Company or the Warrant Holder in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise

of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereon or the exercise of any other right or power. No notice or demand on the Company in any case shall entitle the Company to any other or future notice or demand in similar or other circumstances. The rights and remedies of the Company and the Warrant Holder hereunder are cumulative and not exclusive of any rights or remedies which it would otherwise have.

Section 10. **Miscellaneous.**

(a) Expenses. The Company shall pay all reasonable expenses of the Warrant Holder, including reasonable fees and disbursements of counsel, in connection with the preparation of the Warrant.

(b) Successors and Assigns. All the provisions of this Warrant by or for the benefit of the Company or the Warrant Holder shall bind and inure to the benefit of their respective successors and permitted assigns.

(c) Severability. In case any one or more of the provisions contained in this Warrant shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

(d) Notices. Any notice or other communication required or permitted to be delivered to any party under this Warrant will be in writing and delivered by (a) email or (b) registered mail via a national courier service to the following email address or physical address, as applicable: (a) if to the Company, addressed to the Company at its address for notices as set forth below its signature hereon or any other address as the Company may hereafter notify to the Warrant Holder; and (b) if to the Warrant Holder, addressed to such address as the Warrant Holder may hereafter from time to time notify to the Company for the purposes of notice hereunder.

(e) Equitable Remedies. Without limiting the rights of the Company and the Warrant Holder to pursue all other legal and equitable rights available to such party for the other parties' failure to perform its obligations hereunder, the Company and the Warrant Holder each hereto acknowledge and agree that the remedy at law for any failure to perform any obligations hereunder would be inadequate and that each shall be entitled to specific performance, injunctive relief or other equitable remedies in the event of any such failure.

(f) Continued Effect. Notwithstanding anything herein to the contrary, the rights and benefits conferred on the holders of Warrant Units pursuant to the provisions hereof (including Section 6 and any covenants made by the Company) shall continue to inure to the benefit of, and shall be enforceable by, such holders, notwithstanding the surrender of the Warrant to, and its cancellation by, the Company upon the full or partial exercise or repurchase hereof. The Warrant Holders shall be entitled to retain a copy of this Warrant as evidence of the continued effect of the provisions hereof.

(g) Governing Law. THIS WARRANT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO SUCH LAW(S) THAT WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

(h) Section Headings. The section headings used herein are for convenience of reference only and shall not be construed in any way to affect the interpretation of any provisions of the Warrant.

(i) Rights as a Lender Unaffected. For the avoidance of doubt and notwithstanding anything herein that may be to the contrary, nothing contained in this Warrant shall affect, limit or impair the rights and remedies of the Warrant Holder or an Affiliate thereof in its capacity as a lender to the Company or any of its Affiliates pursuant to any note, indenture, agreement or other instrument under which the Company or any of its Affiliates has borrowed or may in the future borrow money. Without limiting the generality of the foregoing, any such person, in exercising its rights as a lender or agent thereunder, including making its decision on whether to foreclose on any collateral security, will have no duty to consider (i) its status or the status of any of its Affiliates as a direct or indirect equityholder of the Company or any of its Affiliates, (ii) the interests of the Company or any of its Affiliates, or (iii) any duty it may have to any other direct or indirect equityholder of the Company or any of its Affiliates, except as may be required under commercial law applicable to creditors generally.

[Signatures on following page.]

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed by its authorized signatory as of the day and year first above written.

TRICOLOR HOLDINGS, LLC

By: _____
Name:
Title:

Address for Notices:

Tricolor Holdings, LLC
6021 Connection Drive, 4th Floor
Irving, Texas 75039
Attention: Daniel Chu
Email: dchu@tricolor.com

with copies (not constituting notice) to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attention: Byron Rooney
Email: byron.rooney@davispolk.com

Acknowledged and accepted:

[_____]

By: _____
Name:
Title:

Address for Notices:

c/o BlackRock, Inc.
Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Reid Fitzgerald
Email: legaltransactions@blackrock.com

with copies (not constituting notice) to:

Proskauer Rose LLP
Eleven Times Square
New York, NY 10036-8299
Attention: James Gerkis
Email: JGerkis@proskauer.com

EXHIBIT A
to
WARRANT

Form of Notice of Exercise

_____, 20__

To: [●]

Reference is made to the Warrant dated September 2, 2021. Capitalized terms defined in the Warrant and not otherwise defined in this Notice of Exercise are used herein as therein defined.

The undersigned, pursuant to the provisions set forth in the Warrant, hereby irrevocably elects and agrees to purchase _____ Common Units, and makes payment herewith in full therefor at the Exercise Price of $0.01 per Common Unit in the following form: _____.

[If the number of Common Units as to which the Warrant is being exercised is less than all of the Common Units purchasable thereunder, the undersigned hereby requests that a new Warrant representing the remaining balance of the Common Units be registered in the name of _____, whose address is: _____.]

The undersigned hereby represents that it is exercising the Warrant for its own account or the account of an Affiliate for investment purposes and not with the view to any sale or distribution and that the Warrant Holder will not offer, sell or otherwise dispose of the Warrant or any underlying Warrant Units in violation of applicable securities laws.

[NAME OF WARRANT HOLDER]

By _____
Name:
Title:

[ADDRESS OF WARRANT HOLDER]

EXHIBIT B
to
WARRANT

Form of Warrant Assignment

Reference is made to the Warrant dated September 2, 2021, issued by the Company. Terms defined therein are used herein as therein defined.

FOR VALUE RECEIVED _____ (the "Assignor") hereby sells, assigns and transfers all of the rights of the Assignor as set forth in such Warrant, with respect to the number of Warrant Units covered thereby as set forth below, to the assignees (the "Assignees") as set forth below:

Names of Assignees	*Addresses*	*Number of Warrant Units*

All notices to be given by the Company to the Assignor as Warrant Holder shall be sent to the Assignees at the above listed addresses, and, if the number of Common Units being hereby assigned is less than all of the Common Units covered by the Warrant held by the Assignor, then also to the Assignor.

In accordance with Section 6 of the Warrant, the Assignor requests that the Company execute and deliver a new Warrant or Warrants in the names of the Assignees, as is appropriate, or, if the number of Common Units being hereby assigned is less than all of the Common Units covered by the Warrant held by the Assignor, new Warrants in the names of the Assignees, as is appropriate, and in the name of the Assignor.

The undersigned represents that the Assignee has represented in writing to the Assignor that the Assignee is acquiring the Warrant for its own account or the account of an Affiliate for investment purposes and not with the view to any sale or distribution, and that the Assignee will not offer, sell or otherwise dispose of the Warrant or the Warrant Units except under circumstances as will not result in a violation of applicable securities laws.

Dated: _____, 20___

[NAME OF ASSIGNOR]

By _____
Name:
Title:

[ADDRESS OF ASSIGNOR]

Exhibit C

REGISTRATION RIGHTS AGREEMENT

(see attached)

AMENDED & RESTATED
REGISTRATION RIGHTS AGREEMENT

DATED AS OF DECEMBER 30, 2021,

AMONG

TRICOLOR HOLDINGS, LLC

AND

THE INVESTORS IDENTIFIED ON SCHEDULE A HERETO

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THIS AMENDED & RESTATED REGISTRATION RIGHTS AGREEMENT (this "Agreement"), among Tricolor Holdings, LLC, a Delaware limited liability company (the "Company"), and the investors identified on Schedule A hereto (collectively, the "Investors" and, each individually, an "Investor"), is entered into as of December 30, 2021. Capitalized terms used in this Agreement but not otherwise defined herein shall have the respective meanings set forth in the LLC Agreement.

WHEREAS, the Company and the Investors identified as "Senior Preferred Investors" on Schedule A hereto (the "Senior Preferred Investors") are parties to a Subscription Agreement, dated as of September 2 (the "Senior Preferred Subscription Agreement"), pursuant to which the Senior Preferred Investors purchased 90,000 Senior Preferred Units and 2,531,842 Warrants of the Company;

WHEREAS, in connection with the consummation of the transactions contemplated by the Senior Preferred Subscription Agreement and pursuant to the terms thereof, the parties thereto entered into that certain Registration Rights Agreement (the "Existing Registration Rights Agreement"), dated as of September 2, 2021, in order to grant certain registration rights to the Senior Preferred Investors;

WHEREAS, the Company and the Investors identified as "Junior Preferred Investors" on Schedule A hereto (the "Junior Preferred Investors") are parties to a Subscription Agreement, dated as of the date hereof (the "Junior Preferred Subscription Agreement"), pursuant to which the Junior Preferred Investors are purchasing 943,324.06 Junior Preferred Units; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Junior Preferred Subscription Agreement and pursuant to the terms thereof, the parties hereto desire to amend and restate the Existing Registration Rights Agreement in its entirety in order to grant certain registration rights to the Investors as set forth below;

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, the parties hereto agree as follows:

1. Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"**Affiliate**" means any Person directly or indirectly controlling, controlled by, or under common control with another Person and any Persons with the same investment manager or whose investment manager is directly or indirectly controlling, controlled by, or under common control with another Person's investment manager. For purposes of this definition, "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management, policies or affairs of a Person, whether through ownership of voting securities, by contract or otherwise, as executor, trustee or otherwise.

"**Agreement**" has the meaning set forth in the preamble.

"**Alternative IPO Entities**" has the meaning set forth in Section 12.

"**Automatic Shelf Registration Statement**" has the meaning set forth in Section 2(i).

"**Board**" means the board of managers or directors (or any similar or successor governing body) of the Company.

"**Business Day**" means any day except a Saturday, Sunday or other day on which commercial banks in New York City are authorized by law to close.

"**Commission**" means the U.S. Securities and Exchange Commission or any other federal agency administering the Securities Act and the Exchange Act at the time.

"**Common Unit**" means the common units of the Company.

"**Company**" has the meaning set forth in the preamble and includes the Company's successors by merger, consolidation, amalgamation, acquisition, reorganization or otherwise.

"Company Securities" means Units, Interests or any other class of equity interests in the Company or any securities convertible or exercisable into, or any securities exchangeable for, or containing options or rights to acquire, Units, Interests or any class of equity interests in the Company.

"**Controlling Person**" has the meaning set forth in Section 5(q).

"**Demand Registration**" has the meaning set forth in Section 2(b).

"**DTCDRS**" has the meaning set forth in Section 5(r).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Governmental Authority**" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"**Initiating Holders**" has the meaning set forth in Section 2(a).

"**Inspectors**" has the meaning set forth in Section 5(h).

"**Investor**" and "**Investors**" each has the meaning set forth in the preamble.

"**Investor Company Securities**" means all Company Securities held by the Investors.

"**Junior Preferred Investors**" has the meaning set forth in the recitals.

"**Junior Preferred Subscription Agreement**" has the meaning set forth in the recitals.

"**LLC Agreement**" means the Fifth Amended and Restated Limited Liability Company Agreement of the Company, entered into on the date hereof, as amended from time to time.

"**Long-Form Registration**" has the meaning set forth in Section 2(a).

"**Market Standoff Period**" means the period commencing on the date of the final prospectus relating to any Qualified Public Offering and ending on the date specified by the Company with respect to such Qualified Public Offering or the managing underwriter (for the Qualified Public Offering) (such period not to exceed 180 days in the event of the first Qualified Public Offering and 90 days thereafter).

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"**Piggyback Registration**" has the meaning set forth in Section 3(a).

"**Piggyback Registration Statement**" has the meaning set forth in Section 3(a).

"**Piggyback Shelf Registration Statement**" has the meaning set forth in Section 3(a).

"**Piggyback Shelf Takedown**" has the meaning set forth in Section 3(a).

"**Preferred Units**" means, collectively, the (i) Senior Preferred Units issued to the Senior Preferred Investors pursuant to the Senior Preferred Subscription Agreement and (ii) Junior Preferred Units issued to the Junior Preferred Investors pursuant to the Junior Preferred Subscription Agreement.

"**Prospectus**" means the prospectus or prospectuses included in any Registration Statement (including a prospectus that includes any information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance on Rule 430A under the Securities Act or any successor rule thereto), as amended or supplemented by any prospectus supplement, including any Shelf Takedown, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus or prospectuses.

"**Public Offering**" means a public offering and sale of the equity of the Company (or any entity into which the Company hereafter may be converted pursuant to Section 12.12 of the LLCA or otherwise) registered under the Securities Act filed with the Commission on Form S-1 (or a successor form adopted by the Commission); *provided, however* that the following will not be considered a Public Offering: (i) any issuance of common equity interests as consideration for a merger or acquisition; or (ii) any issuance of common equity interests or rights to acquire common equity interests to existing equity holders or to employees of the Company or its subsidiaries on Form S-4 or Form S-8 (or a successor form adopted by the Securities and Exchange Commission).

"**Qualified Public Offering**" means: (i) any firm commitment underwritten Public Offering of common equity of the Company for which aggregate cash proceeds to be received by the Company or its successor from such offering (without deducting underwriting discounts, expenses and commissions) are at least $100,000,000.00 and pursuant to which equity securities of the Company or its successor are authorized and approved for listing on the New York Stock

Exchange or the Nasdaq Global Market or any other national securities exchange; (ii) a direct listing of the Common Units (or securities exchanged therefor pursuant to Section 12.12 of the LLCA or otherwise); or (iii) a Qualified Acquisition Transaction (as defined in the LLCA) that is a SPAC Transaction (as defined in the LLCA).

"**Records**" has the meaning set forth in Section 5(h).

"**Registrable Securities**" means (i) any Investor Company Securities held by the Investors at any time (including those held as a result of, or issuable upon, the conversion of Preferred Units or the exercise of Warrants), whether now owned or acquired by the Investors at a later time, (ii) any Company Securities issued or issuable, directly or indirectly, in exchange for or with respect to any Investor Company Securities referenced in clause (i) above by way of securities dividend, securities split or combination of securities or in connection with a reclassification, recapitalization, merger, securities exchange, consolidation or other reorganization, and (iii) any securities issued in replacement of or exchange for any securities described in clause (i) or (ii) above. For purposes of this Agreement, a Person will be deemed to be a holder of Registrable Securities whenever such Person has the right to acquire, directly or indirectly, such Registrable Securities (including upon conversion, exercise or exchange of any equity interests but disregarding any restrictions or limitations upon the exercise of such right), whether or not such acquisition has actually been effected, and such Person shall not be required to convert, exercise or exchange such equity interests (or otherwise acquire such Registrable Securities) to participate in any registered offering hereunder until the closing of such offering. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (A) a registration statement with respect to the sale of such securities shall have been declared effective under the Securities Act and such securities shall have been disposed of in accordance with such registration statement, (B) such securities shall be eligible to be disposed of in compliance with the requirements of Rule 144 without volume or manner of sale restrictions and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144(c)(i), (C) such securities have been transferred to a Person other than a successor or a transferee pursuant to Section 15, or (D) such securities have ceased to be outstanding.

"**Registration Date**" means the date on which the Company becomes subject to Section 13(a) or Section 15(d) of the Exchange Act.

"**Registration Statement**" means any registration statement of the Company, including the Prospectus, amendments and supplements (including Shelf Takedowns) to such registration statement, including post-effective amendments, all exhibits and all material incorporated by reference in such registration statement.

"**Rule 144**" means Rule 144 under the Securities Act or any successor rule thereto.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Selling Expenses**" means all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for any holder of Registrable Securities, except for the fees and disbursements of counsel

for the holders of Registrable Securities required to be paid by the Company pursuant to Section 6.

"**Senior Preferred Investors**" has the meaning set forth in the recitals.

"**Senior Preferred Subscription Agreement**" has the meaning set forth in the recitals.

"**Shelf Registration**" has the meaning set forth in Section 2(c).

"**Shelf Registration Statement**" has the meaning set forth in Section 2(c).

"**Shelf Takedown**" has the meaning set forth in Section 2(e).

"**Short-Form Registration**" has the meaning set forth in Section 2(b).

"**WKSI**" means a "well-known seasoned issuer" (as defined in Rule 405 of the Securities Act).

2. Demand Registration.

(a) At any time after the Market Standoff Period following a Qualified Public Offering, holders of fifty percent (50%) or more of the Registrable Securities then outstanding held by the Senior Preferred Investors (such holders, the "Initiating Holders") may request that the Company file a registration statement under the Securities Act on Form S-1 or any successor form thereto (each, a "Long-Form Registration") covering the registration of Registrable Securities of such Initiating Holders with an anticipated aggregate offering price of at least $50,000,000. Each request for a Long-Form Registration shall specify the number of Registrable Securities requested to be included in the Long-Form Registration. Upon receipt of any such request, the Company shall, within twenty (20) days, give written notice of such request to all holders of Registrable Securities, and subject to the limitations of this Section 2, use all commercially reasonable efforts to effect, as expeditiously as possible, the registration under the Securities Act of all Registrable Securities that holders of Registrable Securities request to be registered in a written request received by the Company within twenty (20) days after the mailing of the Company's notice.

In connection therewith, the Company shall prepare and file with (or confidentially submit to) the Commission a Registration Statement on Form S-1 or any successor form thereto covering all of Registrable Securities that the holders thereof have requested to be included in such Long-Form Registration within thirty (30) days after the date on which the initial request is given and shall use its commercially reasonable efforts to cause such Registration Statement to be declared effective by the Commission as soon as practicable thereafter.

Notwithstanding the foregoing, the Company shall not be required to effect a registration pursuant to this Section 2(a):

(i) in any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such registration, unless the Company is already subject to service in such jurisdiction and except as may be required under the Securities Act; or

(ii) after the Company has effected two (2) registrations pursuant to this Section 2(a) and such registrations have been declared or ordered effective.

(b) After a Qualified Public Offering, the Company shall use its commercially reasonable efforts to qualify and remain qualified to register the offer and sale of securities under the Securities Act pursuant to a Registration Statement on Form S-3 or any successor form thereto. At such time as the Company shall have qualified for the use of a Registration Statement on Form S-3 or any successor form thereto (irrespective of whether a Qualified Public Offering shall have occurred), the holders of Registrable Securities shall have the right to request an unlimited number of registrations under the Securities Act of all or any portion of their Registrable Securities pursuant to a Registration Statement on Form S-3 or any similar short-form Registration Statement (each, a "Short-Form Registration" and, with each Long-Form Registration and Shelf Registration (as defined below), a "Demand Registration").

Each request for a Short-Form Registration shall specify the number of Registrable Securities requested to be included in the Short-Form Registration. Upon receipt of any such request, the Company shall promptly (but in no event later than twenty (20) days following receipt thereof) deliver notice of such request to all other holders of Registrable Securities who shall then have twenty (20) days from the date such notice is given to notify the Company in writing of their desire to be included in such registration. The Company shall prepare and file with (or confidentially submit to) the Commission a Registration Statement on Form S-3 or any successor form thereto covering all of the Registrable Securities that the holders thereof have requested to be included in such Short-Form Registration within twenty (20) days after the date on which the initial request is given and shall use its commercially reasonable efforts to cause such Registration Statement to be declared effective by the Commission as soon as practicable thereafter.

(c) At such time as the Company shall have qualified for the use of a Registration Statement on Form S-3 or the then appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "Shelf Registration Statement"), the holders of Registrable Securities shall have the right to request registration under the Securities Act of all or any portion of their Registrable Securities for an offering on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "Shelf Registration"). Each request for a Shelf Registration shall specify the number of Registrable Securities requested to be included in the Shelf Registration. Upon receipt of any such request, the Company shall promptly (but in no event later than twenty (20) days following receipt thereof) deliver notice of such request to all other holders of Registrable Securities who shall then have twenty (20) days from the date such notice is given to notify the Company in writing of their desire to be included in such registration. The Company shall prepare and file with (or confidentially submit to) the Commission a Shelf Registration Statement covering all of the Registrable Securities that the holders thereof have requested to be included in such Shelf Registration within twenty (20) days after the date on which the initial request is given and shall use its commercially reasonable efforts to cause such Shelf Registration Statement to be declared effective by the Commission as soon as practicable thereafter.

(d) The Company shall not be obligated to effect any registration during the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of the filing of and ending on a date one hundred eighty (180) days following the effective date of a Company-initiated registration subject to Section 3.

(e) The Company may postpone for up to one hundred twenty (120) days the filing or effectiveness of a Registration Statement for a Demand Registration or the filing of a supplement for the purpose of effecting an offering pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "Shelf Takedown") if the Board determines in its reasonable good faith judgment that such Demand Registration or Shelf Takedown would: (i) materially interfere with a significant acquisition, corporate reorganization, financing, securities offering or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act; or (iv) otherwise be materially detrimental to the Company and its stockholders; *provided, however* that such right shall be exercised by the Company not more than once in any twelve (12)-month period; *provided further, however* that the Company shall not register any securities for its own account or that of any other stockholder during such one hundred twenty (120)-day period.

(f) If the holders of the Registrable Securities initially requesting a Demand Registration or Shelf Takedown elect to distribute the Registrable Securities covered by their request in an underwritten offering, they shall so advise the Company as a part of their request made pursuant to Section 2(a), Section 2(b) or Section 2(c), and the Company shall include such information in its notice to the other holders of Registrable Securities. In any such event, the right of any applicable holder to include its Registrable Securities in such registration shall be conditioned upon such holder's participation in such underwriting and the inclusion of such holder's Registrable Securities in the underwriting (unless otherwise mutually agreed by a majority in interest of the Initiating Holders and such holder) to the extent provided herein. All holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Company (which underwriter or underwriters shall be reasonably acceptable to a majority in interest of the Initiating Holders). The holders of at least a majority of the Registrable Securities initially requesting the Demand Registration or Shelf Takedown shall select the investment banking firm or firms to act as the managing underwriter or underwriters in connection with such offering.

(g) Other than securities to be sold for its own account, the Company shall not include in any Demand Registration or Shelf Takedown any securities which are not Registrable Securities without the prior written consent of the holders of at least a majority of the Registrable Securities initially requesting such Demand Registration or Shelf Takedown, which consent shall not be unreasonably withheld or delayed.

(h) If a Demand Registration or Shelf Takedown involves an underwritten offering and the managing underwriter of the requested Demand Registration or Shelf Takedown advises the Company and the holders of Registrable Securities in writing that in its reasonable and good faith opinion marketing factors require a limitation on the number of securities

underwritten, the Company shall include in such Demand Registration or Shelf Takedown (i) *first*, the Company Securities that the Initiating Holders propose to sell, (ii) *second*, the Company Securities that any other holders of Registrable Securities propose to sell and (iii) *third*, the Company Securities proposed to be included therein by any other Persons (including Company Securities to be sold for the account of the Company and/or other holders of Company Securities) allocated among such Persons in such manner as they may agree. If the managing underwriter determines that less than all the Registrable Securities proposed to be sold can be included in such offering, then the Registrable Securities that are included in such offering shall be allocated pro rata among the respective holders thereof on the basis of the number of Registrable Securities owned by each such holder.

(i) To the extent the Company is a WKSI at the time any Demand Registration is submitted to the Company, the Company shall file an automatic shelf registration statement (as defined in Rule 405 under the Securities Act) (an "Automatic Shelf Registration Statement") on Form S-3 which covers those Registrable Securities which are requested to be registered. If the Company does not pay the filing fee covering the Registrable Securities at the time the Automatic Shelf Registration Statement is filed, the Company will pay such fee at such time or times as the Registrable Securities are to be sold in compliance with the SEC rules. If the Automatic Shelf Registration Statement has been outstanding for at least three (3) years, at or prior to the end of the third year the Company shall refile a new Automatic Shelf Registration Statement covering the Registrable Securities. If at any time when the Company is required to re-evaluate its WKSI status the Company determines that it is not a WKSI, the Company shall use its reasonable best efforts to refile the shelf registration statement on Form S-3 and, if such form is not available, Form S-1 and keep such registration statement effective during the period which such registration statement is required to be kept effective.

(j) If the Company files any shelf registration statement for the benefit of the holders of any of its securities other than the holders of Registrable Securities, and the holders of Registrable Securities do not request that any of their Registrable Securities be included in such Shelf Registration Statement, the Company will include in such registration statement such disclosures as may be required by Rule 430B under the Securities Act (referring to the unnamed selling security holders in a generic manner by identifying the initial offering of the securities to the holders of Registrable Securities) in order to ensure that the holders of Registrable Securities may be added to such shelf registration statement at a later time through the filing of a prospectus supplement rather than a post-effective amendment.

3. Piggyback Registration.

(a) Whenever (i) the Company proposes to register the offer and sale of any Company Securities under the Securities Act (other than a registration (A) pursuant to a Registration Statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement), (B) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), or (C) in connection with any dividend or distribution reinvestment or similar plan), whether for its own account or for the account of one or more stockholders of the Company, and (ii) the form of Registration Statement (a "Piggyback Registration Statement") to be used may be

used for any registration of Registrable Securities (a "Piggyback Registration"), then the Company shall give prompt written notice (in any event no later than twenty (20) days prior to the filing of such Registration Statement) to the holders of Registrable Securities of its intention to effect such a registration and, subject to Section 3(b) and Section 3(c), shall include in such registration all Registrable Securities with respect to which the Company has received written requests for inclusion from the holders of Registrable Securities within twenty (20) days after the Company's notice has been given to each such holder. A Piggyback Registration shall not be considered a Demand Registration for purposes of Section 2.

If any Piggyback Registration Statement pursuant to which holders of Registrable Securities have registered the offer and sale of Registrable Securities is a Registration Statement on Form S-3 or the then appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "Piggyback Shelf Registration Statement"), such holder(s) shall have the right, but not the obligation, to be notified of and to participate in any offering under such Piggyback Shelf Registration Statement (a "Piggyback Shelf Takedown").

(b) If a Piggyback Registration or Piggyback Shelf Takedown is initiated as a primary underwritten offering on behalf of the Company and the managing underwriter advises the Company and the holders of Registrable Securities (if any holders of Registrable Securities have elected to include Registrable Securities in such Piggyback Registration or Piggyback Shelf Takedown) in writing that in its reasonable and good faith opinion marketing factors require a limitation on the number of securities underwritten, the Company shall include in such registration or takedown: (i) *first*, the Company Securities that the Company proposes to sell; (ii) *second*, the Company Securities requested to be included therein by holders of Registrable Securities, allocated pro rata among all such holders on the basis of the number of Registrable Securities owned by each such holder or in such manner as they may otherwise agree; and (iii) *third*, the Company Securities requested to be included therein by holders of Company Securities other than holders of Registrable Securities, allocated among such holders in such manner as they may agree; *provided*, *however*, that in any event the Senior Preferred Investors holding Registrable Securities shall be entitled to register the offer and sale or distribution of at least fifteen percent (15%) of the Registrable Securities to be included in any such registration or takedown.

(c) If a Piggyback Registration or Piggyback Shelf Takedown is initiated as an underwritten offering on behalf of a holder of Company Securities other than Registrable Securities, and the managing underwriter advises the Company in writing that in its reasonable and good faith opinion the number of Company Securities proposed to be included in such registration or takedown, including all Registrable Securities and all other Company Securities proposed to be included in such underwritten offering, exceeds the number of Company Securities which can be sold in such offering and/or that the number of Company Securities proposed to be included in any such registration or takedown would adversely affect the price per share of the Company Securities to be sold in such offering, the Company shall include in such registration or takedown: (i) *first*, the Company Securities requested to be included therein by the holder(s) requesting such registration or takedown and by the holders of Registrable Securities, allocated pro rata among all such holders on the basis of the number of Company Securities other than the Registrable Securities (on a fully diluted, as converted basis) and the

number of Registrable Securities, as applicable, owned by all such holders or in such manner as they may otherwise agree; and (ii) *second*, the Company Securities requested to be included therein by other holders of Company Securities, allocated among such holders in such manner as they may agree.

(d) If any Piggyback Registration or Piggyback Shelf Takedown is initiated as a primary underwritten offering on behalf of the Company, the Company shall select the investment banking firm or firms to act as the managing underwriter or underwriters in connection with such offering.

(e) For the avoidance of doubt, the provisions of this Section 3 shall apply irrespective of whether a Qualified Public Offering shall have occurred.

4. Lock-Up Agreement. Each holder of Registrable Securities agrees that in connection with any Qualified Public Offering of the Company Securities and any registration effected pursuant to Section 2(a), Section 2(b) or Section 2(c), and upon the request of the managing underwriter in such offering, such holder shall not, without the prior written consent of such managing underwriter, during the Market Standoff Period (a) offer, pledge, sell, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, hedge the beneficial ownership of or otherwise dispose of, directly or indirectly, any Company Securities or any securities convertible into, exercisable for or exchangeable for Company Securities held immediately before the effectiveness of the Registration Statement for such offering, or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (a) or (b) above is to be settled by delivery of Company Securities or such other securities, in cash or otherwise.

The foregoing provisions of this Section 4 shall not apply to sales of Registrable Securities to be included in such offering pursuant to Section 2, or Section 3, and shall be applicable to the holders of Registrable Securities only if all officers and directors of the Company and all holders owning more than one percent (1%) of the Company's outstanding Company Securities are subject to the same restrictions. Each holder of Registrable Securities shall execute and deliver such other customary agreements as may be reasonably requested by the Company or the managing underwriter that are consistent with the foregoing and that are on terms no less favorable to the holders of Registrable Securities than are provided to all other non-management holders of Company Securities.

Notwithstanding anything to the contrary contained in this Section 4, each holder of Registrable Securities shall be released, pro rata, from any lock-up agreement entered into pursuant to this Section 4 if and to the extent that the managing underwriter or the Company permit any discretionary waiver or termination of the restrictions of any lock-up agreement pertaining to any officer or director of the Company or any holder of greater than one percent (1%) of the outstanding Company Securities.

5. Registration Procedures. If and whenever the holders of Registrable Securities request that the offer and sale of any Registrable Securities be registered under the Securities Act or that any Registrable Securities be distributed in a Shelf Takedown pursuant to the provisions

of this Agreement, the Company shall use its commercially reasonable efforts to effect the registration of the offer and sale of such Registrable Securities under the Securities Act in accordance with the intended method of disposition thereof, and pursuant thereto the Company shall as soon as practicable and as applicable:

(a) subject to Section 2(a), Section 2(b) and Section 2(c), prepare and file with the Commission a Registration Statement covering such Registrable Securities and use its best efforts to cause such Registration Statement to be declared effective;

(b) in the case of a Long-Form Registration or a Short-Form Registration, prepare and file with the Commission such amendments, post-effective amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for a period of not less than one hundred and eighty (180) days, or if earlier, until all of such Registrable Securities have been disposed of and to comply with the provisions of the Securities Act with respect to the disposition of such Registrable Securities in accordance with the intended methods of disposition set forth in such Registration Statement;

(c) at least ten (10) Business Days before filing such Registration Statement, Prospectus or amendments or supplements thereto with the Commission, furnish to one counsel selected by holders of a majority of such Registrable Securities copies of such documents proposed to be filed, which documents shall be subject to the review, comment and approval of such counsel;

(d) notify each selling holder of Registrable Securities, promptly after the Company receives notice thereof, of the time when such Registration Statement has been declared effective or a supplement, including a Shelf Takedown, to any Prospectus forming a part of such Registration Statement has been filed with the Commission;

(e) furnish to each selling holder of Registrable Securities such number of copies of the Prospectus included in such Registration Statement (including each preliminary Prospectus) and any supplement thereto, including a Shelf Takedown (in each case including all exhibits and documents incorporated by reference therein), and such other documents as such seller may request in order to facilitate the disposition of the Registrable Securities owned by such seller;

(f) use its best efforts to register or qualify such Registrable Securities under such other securities or "blue sky" laws of such jurisdictions as any selling holder requests and do any and all other acts and things which may be necessary or advisable to enable such holders to consummate the disposition in such jurisdictions of the Registrable Securities owned by such holders; provided, that the Company shall not be required to qualify generally to do business, subject itself to general taxation or consent to general service of process in any jurisdiction where it would not otherwise be required to do so but for this Section 5(f);

(g) notify each selling holder of such Registrable Securities, at any time when a Prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event that would cause the Prospectus included in such Registration Statement

to contain an untrue statement of a material fact or omit any fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and, at the request of any such holder, the Company shall prepare a supplement or amendment to such Prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such Prospectus shall not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(h) make available for inspection by any selling holder of Registrable Securities, any underwriter participating in any disposition pursuant to such Registration Statement and any attorney, accountant or other agent retained by any such holder or underwriter (collectively, the "Inspectors"), all financial and other records, pertinent corporate documents and properties of the Company (collectively, the "Records"), and cause the Company's officers, directors and employees to supply all information requested by any such Inspector in connection with such Registration Statement;

(i) provide a transfer agent and registrar (which may be the same entity) for all such Registrable Securities not later than the effective date of such registration;

(j) use its best efforts to cause such Registrable Securities to be listed on each securities exchange on which the Company Securities is then listed or, if the Company Securities are not then listed, on a national securities exchange selected by the Company with the approval of the holders of a majority of the Registrable Securities included in such registration;

(k) in connection with an underwritten offering, enter into such customary agreements (including underwriting and lock-up agreements in customary form) and take all such other customary actions as the holders of such Registrable Securities or the managing underwriter of such offering request in order to expedite or facilitate the disposition of such Registrable Securities (including making appropriate officers of the Company available to participate in "road show" and other customary marketing activities (including one-on-one meetings with prospective purchasers of the Registrable Securities));

(l) otherwise use its best efforts to comply with all applicable rules and regulations of the Commission and make available to its stockholders an earnings statement (in a form that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 under the Securities Act or any successor rule thereto) no later than thirty (30) days after the end of the 12-month period beginning with the first day of the Company's first full fiscal quarter after the effective date of such Registration Statement, which earnings statement shall cover said 12-month period, and which requirement will be deemed to be satisfied if the Company timely files complete and accurate information on Forms 10-K, 10-Q and 8-K under the Exchange Act and otherwise complies with Rule 158 under the Securities Act or any successor rule thereto; and

(m) furnish to each selling holder of Registrable Securities and each underwriter, if any, with: (i) a written legal opinion of the Company's outside counsel, dated the closing date of the offering, in form and substance as is customarily given in opinions of the Company's counsel to underwriters in underwritten registered offerings; and (ii) on the date of the applicable Prospectus, on the effective date of any post-effective amendment to the

applicable Registration Statement and at the closing of the offering, dated the respective dates of delivery thereof, a "comfort" letter signed by the Company's independent certified public accountants in form and substance as is customarily given in accountants' letters to underwriters in underwritten registered offerings;

(n) without limiting Section 5(f), use its best efforts to cause such Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company to enable the holders of such Registrable Securities to consummate the disposition of such Registrable Securities in accordance with their intended method of distribution thereof;

(o) notify the holders of Registrable Securities promptly of any request by the Commission for the amending or supplementing of such Registration Statement or Prospectus or for additional information;

(p) advise the holders of Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its best efforts to prevent the issuance of any stop order or to obtain its withdrawal at the earliest possible moment if such stop order should be issued;

(q) permit any holder of Registrable Securities which holder, in its sole and exclusive judgment, might be deemed to be an underwriter or a "controlling person" (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) (a "Controlling Person") of the Company, to participate in the preparation of such Registration Statement and to require the insertion therein of language, furnished to the Company in writing, which in the reasonable judgment of such holder and its counsel should be included;

(r) cooperate with the holders of the Registrable Securities to facilitate the timely preparation and delivery of certificates representing the Registrable Securities to be sold pursuant to such Registration Statement or Rule 144 free of any restrictive legends and representing such number of Company Securities and registered in such names as the holders of the Registrable Securities may reasonably request a reasonable period of time prior to sales of Registrable Securities pursuant to such Registration Statement or Rule 144; *provided, however*, that the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System (the "DTCDRS");

(s) not later than the effective date of such Registration Statement, provide a CUSIP number for all Registrable Securities and provide the applicable transfer agent with printed certificates for the Registrable Securities which are in a form eligible for deposit with The Depository Trust Company; *provided, however*, that the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of the DTCDRS;

(t) take no direct or indirect action prohibited by Regulation M under the Exchange Act; *provided, however*, that, to the extent that any prohibition is applicable to the Company, the Company will take all reasonable action to make any such prohibition inapplicable; and

(u) in the case of a Shelf Registration, prepare and file with the Commission such amendments, post-effective amendments and supplements, including Shelf Takedowns, to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities subject thereto for a period (unless otherwise provided herein) ending on the earlier of (i) one hundred and eight (180) days after the effective date of such Registration Statement and (ii) the date on which all the Registrable Securities subject thereto have been sold pursuant to such Registration Statement;

(v) otherwise use its best efforts to take all other steps necessary to effect the registration of such Registrable Securities contemplated hereby.

6. Expenses. All expenses (other than Selling Expenses) incurred by the Company in complying with its obligations pursuant to this Agreement and in connection with the registration and disposition of Registrable Securities shall be paid by the Company, including all: (i) registration and filing fees (including, without limitation, any fees relating to filings required to be made with, or the listing of any Registrable Securities on, any securities exchange or over-the-counter trading market on which the Registrable Securities are listed or quoted); (ii) underwriting expenses (other than fees, commissions or discounts); (iii) expenses of any audits incident to or required by any such registration; (iv) fees and expenses of complying with securities and "blue sky" laws (including, without limitation, fees and disbursements of counsel for the Company in connection with "blue sky" qualifications or exemptions of the Registrable Securities); (v) printing expenses; (vi) messenger, telephone and delivery expenses; (vii) fees and expenses of the Company's counsel and accountants; (viii) Financial Industry Regulatory Authority, Inc. filing fees (if any); and (ix) fees and expenses of one counsel for the holders of Registrable Securities participating in such registration as a group (selected by, in the case of a registration under Section 2(a), the holders of a majority of the Registrable Securities initially requesting such registration, and, in the case of all other registrations hereunder, the holders of a majority of the Registrable Securities included in the registration). In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties) and the expense of any annual audits. All Selling Expenses relating to the offer and sale of Registrable Securities registered under the Securities Act pursuant to this Agreement shall be borne and paid by the holders of such Registrable Securities, in proportion to the number of Registrable Securities included in such registration for each such holder.

7. Indemnification.

(a) The Company shall indemnify and hold harmless, to the fullest extent permitted by law, each holder of Registrable Securities, such holder's officers, directors, managers, members, partners, stockholders and Affiliates, each underwriter, broker or any other

Person acting on behalf of such holder of Registrable Securities and each other Controlling Person, if any, who controls any of the foregoing Persons, against all losses, claims, actions, damages, liabilities and expenses, joint or several, to which any of the foregoing Persons may become subject under the Securities Act or otherwise, insofar as such losses, claims, actions, damages, liabilities or expenses arise out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading, or any violation or alleged violation by the Company of the Securities Act or any other similar federal or state securities laws or any rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration, qualification or compliance; and shall reimburse such Persons for any legal or other expenses reasonably incurred by any of them in connection with investigating or defending any such loss, claim, action, damage or liability, except insofar as the same are caused by or contained in any information furnished in writing to the Company by such holder expressly for use therein or by such holder's failure to deliver a copy of the Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendments or supplements thereto (if the same was required by applicable law to be so delivered) after the Company has furnished such holder with a sufficient number of copies of the same prior to any written confirmation of the sale of Registrable Securities. This indemnity shall be in addition to any liability the Company may otherwise have. The indemnification provided for under this Section 7(a) shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or Controlling Person of such indemnified party and shall survive the transfer of the Registrable Securities by the Investors pursuant to Section 15.

(b) In connection with any registration in which a holder of Registrable Securities is participating, each such holder shall furnish to the Company in writing such information as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by law, shall indemnify and hold harmless, the Company, each director of the Company, each officer of the Company who shall sign such Registration Statement, each underwriter, broker or other Person acting on behalf of the holders of Registrable Securities and each Controlling Person who controls any of the foregoing Persons against any losses, claims, actions, damages, liabilities or expenses resulting from any untrue or alleged untrue statement of material fact contained in the Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading, but only to the extent that such untrue statement or omission is contained in any information so furnished in writing by such holder; *provided, however*, that the obligation to indemnify shall be several, not joint and several, for each holder and shall not exceed an amount

equal to the net proceeds (after underwriting fees, commissions or discounts) actually received by such holder from the sale of Registrable Securities pursuant to such Registration Statement. This indemnity shall be in addition to any liability the selling holder may otherwise have.

(c) Promptly after receipt by an indemnified party of notice of the commencement of any action involving a claim referred to in this Section 7, such indemnified party shall, if a claim in respect thereof is made against an indemnifying party, give written notice to the latter of the commencement of such action. The failure of any indemnified party to notify an indemnifying party of any such action shall not (unless such failure shall have a material adverse effect on the indemnifying party) relieve the indemnifying party from any liability in respect of such action that it may have to such indemnified party hereunder. In case any such action is brought against an indemnified party, the indemnifying party shall be entitled to participate in and to assume the defense of the claims in any such action that are subject or potentially subject to indemnification hereunder, jointly with any other indemnifying party similarly notified to the extent that it may wish, with counsel reasonably satisfactory to such indemnified party, and after written notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be responsible for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof; *provided, however*, that, if (i) any indemnified party shall have reasonably concluded that there may be one or more legal or equitable defenses available to such indemnified party which are additional to or conflict with those available to the indemnifying party, or that such claim or litigation involves or could have an effect upon matters beyond the scope of the indemnity provided hereunder, or (ii) such action seeks an injunction or equitable relief against any indemnified party or involves actual or alleged criminal activity, the indemnifying party shall not have the right to assume the defense of such action on behalf of such indemnified party without such indemnified party's prior written consent (but, without such consent, shall have the right to participate therein with counsel of its choice) and such indemnifying party shall reimburse such indemnified party and any Controlling Person of such indemnified party for that portion of the fees and expenses of any counsel retained by the indemnified party which is reasonably related to the matters covered by the indemnity provided hereunder. If the indemnifying party is not entitled to, or elects not to, assume the defense of a claim, it shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. In such instance, the conflicting indemnified parties shall have a right to retain one separate counsel, chosen by the holders of at least a majority of the Registrable Securities included in the registration, at the expense of the indemnifying party.

(d) If the indemnification provided for hereunder is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, claim, damage, liability or action referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amounts paid or payable by such indemnified party as a result of such loss, claim, damage, liability or action in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions which resulted in such loss, claim, damage, liability or action as well as any other relevant equitable

considerations; *provided, however*, that the maximum amount of liability in respect of such contribution shall be limited, in the case of each holder of Registrable Securities, to an amount equal to the net proceeds (after underwriting fees, commissions or discounts) actually received by such seller from the sale of Registrable Securities effected pursuant to such registration. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party, whether the violation of the Securities Act or any other similar federal or state securities laws or rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any applicable registration, qualification or compliance was perpetrated by the indemnifying party or the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties agree that it would not be just and equitable if contribution pursuant hereto were determined by pro rata allocation or by any other method or allocation which does not take account of the equitable considerations referred to herein. No Person guilty or liable of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

8. Participation in Underwritten Registrations. No Person may participate in any registration hereunder which is underwritten unless such Person (a) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Person or Persons entitled hereunder to approve such arrangements, and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements; *provided, however*, that no holder of Registrable Securities included in any underwritten registration shall be required to make any representations or warranties to the Company or the underwriters (other than representations and warranties regarding such holder, such holder's ownership of its Company Securities to be sold in the offering and such holder's intended method of distribution) or to undertake any indemnification obligations to the Company or the underwriters with respect thereto, except as otherwise provided in Section 7.

9. Rule 144 Compliance. With a view to making available to the holders of Registrable Securities the benefits of Rule 144 and any other rule or regulation of the Commission that may at any time permit a holder to sell securities of the Company to the public without registration, the Company shall:

(a) make and keep public information available, as those terms are understood and defined in Rule 144, at all times after the Registration Date;

(b) use best efforts to file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act, at any time after the Registration Date; and

(c) furnish to any holder so long as the holder owns Registrable Securities, promptly upon request, a written statement by the Company as to its compliance with the reporting requirements of Rule 144 and of the Securities Act and the Exchange Act, a copy of the

most recent annual or quarterly report of the Company, and such other reports and documents so filed or furnished by the Company as such holder may request in connection with the sale of Registrable Securities without registration.

10. Preservation of Rights. Notwithstanding anything to the contrary herein, the Company has not prior to the date hereof, and shall not on or after the date hereof (a) grant any registration rights to any third party or to any Member of the Company other than an Investor that are more favorable than or inconsistent with the rights granted hereunder, (b) enter into any agreement, take any action, or permit any change to occur, with respect to its securities that violates or subordinates the rights expressly granted to the holders of Registrable Securities in this Agreement, or (c) enter into any agreement that is inconsistent with the rights of the Investors hereunder.

11. Termination. This Agreement shall terminate and be of no further force or effect when there shall no longer be any Registrable Securities outstanding; *provided, however*, that the provisions of Section 6 and Section 7 shall survive any such termination.

12. Alternative IPO Entities. If the Company elects to effect an underwritten registered offering of equity securities of any subsidiary or parent of the Company (collectively, "Alternative IPO Entities") rather than the equity securities of the Company, whether as a result of a reorganization of the Company or otherwise, the Investors and the Company shall cause the Alternative IPO Entity to enter into an agreement with the Investors that provides the Investors with registration rights with respect to the equity securities of the Alternative IPO Entity that are substantially the same as, and in any event no less favorable in the aggregate to, the registration rights provided to the Investors in this Agreement.

13. Notices. Except as otherwise provided in this Agreement, any notice or other communication required or permitted to be delivered to any party under this Agreement will be in writing and delivered by (a) email, or (b) registered mail via a national courier service to the following email address or physical address, as applicable.

To the Company:

Tricolor Holdings, LLC
6021 Connection Drive, 4th Floor
Irving, Texas 75039
Attention: Daniel Chu
Email: dchu@tricolor.com

with copies (not constituting notice) to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attn: Byron B. Rooney
E-mail: byron.rooney@davispolk.com

To the Senior Preferred Investors:

c/o BlackRock Financial Management, Inc.
55 East 52nd Street
New York, NY 10055
Attn: Christian Donohue, Daniel Levan, Nitin Dahiya and Paul Braude
Email: GroupBAIAltSolutions@blackrock.com
GroupGlobalAIS@blackrock.com
GroupPrivate-Closings@blackrock.com
GroupASGAdmin@blackrock.com
Christian.Donohue@blackrock.com
Daniel.Levan@blackrock.com
Gordon.Xu@blackrock.com
Michael.McCarney@blackrock.com

with copies (not constituting notice) to:

c/o BlackRock, Inc.
Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Reid Fitzgerald
Email: legaltransactions@blackrock.com

with copies (not constituting notice) to:

Proskauer Rose LLP
Eleven Times Square
New York, NY 10036-8299
Attention: James Gerkis
Email: JGerkis@proskauer.com

To the Junior Preferred Investors:

Roszell Mack III
TH Mack LP
c/o Mack & Co., GP LLC
2555 N. Pearl Street, Unit 1604
Dallas, TX 75201
E-mail: rmack@mackco.com
Tel: 646-831-8794

14. Entire Agreement. This Agreement, together with (i) with respect to the Company and the Senior Preferred Investors, the Senior Preferred Subscription Agreement, and (ii) with respect to the Company and the Junior Preferred Investors, the Junior Preferred Subscription Agreement, and, in each case, any related exhibits and schedules thereto, constitutes the sole and entire agreement and understanding of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous agreements

and understandings, both written and oral, with respect to such subject matter. Notwithstanding the foregoing, in the event of any conflict between the terms and provisions of this Agreement and those of the Senior Preferred Subscription Agreement or the Junior Preferred Subscription Agreement, the terms and conditions of this Agreement shall control.

15. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither the Company, on the one hand, nor any Investor, on the other hand, may assign any of its rights or obligations under this Agreement without the prior written consent of such other party, except that such Investor may, without the consent of the Company, assign its rights or obligations hereunder to any Person to whom such Investor transfers all or any portion of its Company Securities in compliance with the LLC Agreement.

16. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement; *provided*, *however* that the persons set forth in Section 7 are express third-party beneficiaries of the obligations of the parties set forth in Section 7.

17. Interpretation. All references herein to "Sections" shall refer to corresponding provisions of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term.

18. Amendments, Supplements and Waivers. The provisions of this Agreement may only be amended, supplemented or waived with the prior written consent of the Company and the holders of a majority of the Registrable Securities. No waiver by any party or parties shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Joinder of Junior Preferred Members Pursuant to Subsequent Closings. Any Person who purchases Junior Preferred Units pursuant to the Junior Preferred Subscription Agreement on a Subsequent Closing Date (as defined therein) may execute a counterpart to this Agreement and shall, upon and as of such execution, become and be deemed a party hereto as an Investor.

20. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

21. Remedies. Each holder of Registrable Securities, in addition to being entitled to exercise all rights granted by law, including recovery of damages, shall be entitled to specific performance of its rights under this Agreement. The Company acknowledges that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Agreement and the Company hereby agrees to waive the defense in any action for specific performance that a remedy at law would be adequate.

22. Governing Law; Submission to Jurisdiction. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of New York, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws. Each party hereto waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to this Agreement

23. Counterparts. This Agreement may be executed with counterpart signature pages or in one or more counterparts, all of which will constitute one and the same instrument. Any counterpart signature pages or counterparts with any signatures thereon delivered by facsimile transmission or other electronic method (including by email in portable document format (pdf)) will be deemed an original executed document for all purposes hereof.

24. Further Assurances. The parties will execute and deliver such documents and other papers and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby.

25. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal, invalid or unenforceable for any reason whatsoever, that term or provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and such illegality, invalidity or unenforceability shall not affect the validity or legality of the remainder of this Agreement. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language which as closely as possible reflects such intent.

26. No Vicarious Liability. Notwithstanding anything in this Agreement to the contrary, the liabilities of the parties under this Agreement will be limited to such parties, and no Person that is not a party will have any liability hereunder or with respect to the matters contemplated hereby. Each party hereby agrees not to bring any action or claim arising under or relating to this Agreement against any Person that is not a party.

[SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

TRICOLOR HOLDINGS, LLC

By: DocuSigned by:
58AFF28D38A3474...

Name: Daniel Chu
Title: Chief Executive Officer

INVESTORS:

BOPA1, L.P.

By: BlackRock Financial Management Inc., its manager

By:

Name:
Title:

COASTLINE FUND, L.P.

By: BlackRock Financial Management Inc., its manager

By:

Name:
Title:

MULTI-ALTERNATIVE OPPORTUNITIES FUND (A), L.P.

By: BlackRock Financial Management Inc., its manager

By:

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

TRICOLOR HOLDINGS, LLC

By: _____
Name: Daniel Chu
Title: Chief Executive Officer

INVESTORS:

BOPA1, L.P.

By: BlackRock Financial Management Inc., its manager

By: _____
Name: Pam Chan
Title: Authorized Signatory

COASTLINE FUND, L.P.

By: BlackRock Financial Management Inc., its manager

By: _____
Name: Pam Chan
Title: Authorized Signatory

MULTI-ALTERNATIVE OPPORTUNITIES FUND (A), L.P.

By: BlackRock Financial Management Inc., its manager

By: _____
Name: Pam Chan
Title: Authorized Signatory

MULTI-ALTERNATIVE OPPORTUNITIES FUND (B), L.P.

By: BlackRock Financial Management Inc., its manager

By: _____
Name: Pam Chan
Title: Authorized Signatory

OAK MARSH GLOBAL OPPORTUNITIES FUND, L.P.

By: BlackRock Financial Management Inc., its manager

By: _____
Name: Pam Chan
Title: Authorized Signatory

TOTAL ALTERNATIVES FUND - PRIVATE CREDIT LP

By: BlackRock Financial Management Inc., its manager

By: _____
Name: Pam Chan
Title: Authorized Signatory

ASG ROOSTER HOLDINGS II, LLC

By: BlackRock Financial Management Inc., its manager

By: _____
Name: Pam Chan
Title: Authorized Signatory

ABR ROOSTER HOLDINGS II, LLC

By: BlackRock Financial Management Inc., its manager

By: _____
Name: Pam Chan
Title: Authorized Signatory

BLACKROCK IMPACT OPPORTUNITIES FUND, L.P.

By: BlackRock Financial Management Inc., its manager

By: _____
Name: Pam Chan
Title: Authorized Signatory

TH MACK LP
By: Mack & Co. GP, LLC
Its: General Partner

By: _____
Name: Roszell Mack III
Title: Managing Member

Schedule A

Investors

Senior Preferred Investors

1. BOPA1, L.P.
2. Coastline Fund, L.P.
3. MULTI-ALTERNATIVE OPPORTUNITIES FUND (A), L.P.
4. MULTI-ALTERNATIVE OPPORTUNITIES FUND (B), L.P.
5. OAK MARSH GLOBAL OPPORTUNITIES FUND, L.P.
6. Total Alternatives Fund - Private Credit LP
7. ASG Rooster Holdings II, LLC
8. ABR Rooster Holdings II, LLC
9. BlackRock Impact Opportunities Fund, L.P.

Junior Preferred Investors

1. TH Mack LP

Exhibit 4

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Podcast 219: Daniel Chu of Tricolor Auto Group

PETER RENTON · **FINTECH ONE-ON-ONE PODCAST** · OCT. 18, 2019 · 20 MIN READ



Good customer outcomes is not something often associated with subprime auto loans, particularly when those loans are targeted at the Hispanic market. That market is mostly thin-file/no-file and is notoriously difficult to underwrite. With asset-backed loans there is an advantage where the car can be repossessed if loans payments are not made. But that is not a good customer outcome.

My next guest on the Lend Academy Podcast is Daniel Chu. He is the CEO and founder of Tricolor Auto Group, an auto dealership group with 36 locations in Texas and California. They have a mission predicated on good customer outcomes and they do this while approving a loan for just about everyone who is looking for a vehicle. How they do that makes for a fascinating story.

In this podcast you will learn:

- How Daniel's background in basketball prepared him for success in business.
- Why he decided to create a business specifically for the Hispanic market.
- The fundamental mission driving their business.
- The percentage of customers who finance their vehicle purchase.
- A profile of the typical customer coming to Tricolor.
- How they underwrite when there is such little credit information on their customers.
- How they gather loan application data.
- How they can approve almost every customer who applies for a loan.
- The range of interest rates and loan terms they offer.
- Why their credit losses are lower than their competitors.
- Their approach to the capital markets and details of the five deals they have done.
- How and why they provide a pathway into mainstream finance.
- The kinds of vehicles they are financing.
- The scale that Tricolor is at today.
- Why they decided to branch out recently to auto insurance.
- Daniel's thinking about expanding into other lending products.

Podcast 219: Daniel Chu of Tricolor Auto G

Oct 18 · Fintech One-On-One

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30:52

This episode of the Lend Academy Podcast is sponsored by LendIt Fintech USA 2020, the world's largest fintech event dedicated to lending and digital banking.

Download a PDF of the transcription of Podcast 219 – Daniel Chu.

PODCAST TRANSCRIPTION SESSION NO. 219 – DANIEL CHU

Welcome to the Lend Academy Podcast, Episode No. 219, this is your host, Peter Renton, Founder of Lend Academy and Co-Founder of the LendIt Fintech Conference.

(music)

Today's episode is sponsored by LendIt Fintech USA, the world's largest fintech event dedicated to lending and digital banking. It's happening on May 13th and 14th, 2020, at the Javits Center in New York. Lending and banking are converging and LendIt Fintech immerses you in the most important trends of the day. Meet the people who matter, learn from the experts and get business done. LendIt Fintech, lending and banking connected. Go to lendit.com/usa to register.

Peter Renton: Today on the show, I'm delighted to welcome Daniel Chu, he is the CEO and Founder of the Tricolor Auto Group. Now, we're talking auto financing today and a specific niche within that, auto financing for the Hispanic market. So, most of the customers that come to the dealerships of the

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Podcast 219: Daniel Chu of Tricolor Auto Group

address that segment...it was a differentiated enough segment where there truly was a purpose to providing a better product and a better service that could really be compelling.

My parents were both immigrants and in many respects, Asians and Hispanics share similar cultural values. There's definitely an importance around family, there's definitely a commitment to working hard to build a better future and I think that gave me an appreciation for the Hispanic culture. As I spent time understanding that market, I think there were continued discoveries that led me to believe that there was really great potential in being able to serve that very, again, underserved segment.

One that I often think about is how intensely brand loyal that segment is to the extent you provide them with compelling value, I think you have a customer for life. We've really built our business at Tricolor on providing for that customer superior value to anything that they really could find and access in the marketplace and I think it served to help the company build really a sustainable business.

Peter: Okay, so why don't you just give the listeners a little bit of a description of that business, you know, how it operates because I know you really are in the physical world, more possibly than the digital world. Maybe you can tell us a little bit about that, but sort of explain how the business operates.

Daniel: Sure. So, we do operate in a segment that's known as "buy here, pay here" within retail auto. So, in the continuum of retail auto dealers, you have obviously franchise dealers and independent dealers. We operate in that subset of independent dealers, really, the only subset within the entire continuum that has to finance the sale in order to actually transact it.

That said, we look at our business on a much higher level. The real fundamental mission driving our business genuinely is a desire to enhance the quality of our customers' life and we believe we achieve that by providing them with a vehicle of very high quality and with financing that is affordable and suitable to their specific needs.

Peter: Okay, so just maybe quickly...what percentage of people coming into your dealerships need financing for their vehicle?

Daniel: Over 99% of the sales that we transact are financed by us and so, clearly, we're positioned in the market as a lender and as a retailer who can meet the specific needs of a consumer who really has a very, very low ceiling in the types of financial services they can access.

They're really excluded from anything that would be considered mainstream, but at the same time, it's a segment of consumer that we've been able to observe as being not only appreciative of the opportunity to get financing, but works very hard to meet their obligation to the extent they're extended credit.

Peter: So, then who are you kind of...let's just maybe step back and talk about the Hispanic market. They're going out to buy a car today, and they don't have the capital to do that, what are their options?

Daniel: Generally, their options would be with a dealer that would be operating in this "buy here, pay here" category and really we would say we're the only operator serving that specific segment at scale. You will find...you know, virtually in any of the geographies that we operate in, you will find operators that have had positive experiences and have been able to accommodate a Hispanic consumer that may or may not exist in the credit bureau.

We are really the only lender that has been able to address that segment at scale and we believe we have a platform that leverages technology that enables us to do that better than anybody else with more affordable terms and really an opportunity beyond that to build credit and ultimately break through that ceiling that enables those customers to ultimately access traditional financing.

Peter: Right, right. So then maybe you could help us just give a little profile of your typical customer. Are these people...you know, are they thin file, or they have no file, are they really in the cash-based economy, do they have bank accounts, maybe just give us a little bit of a profile.

Daniel: Sure, so the majority of our customers would fall into the category of being no file, or thin file so either they have no bureau data, or they have such limited bureau data that they become effectively unscorable. That said, the average borrower that we finance, even though they are thin file, or no file, have resided in the United States for over 15 years and that's really consistent with the research that we see in the market.

There's a very good resource called the Pew Research Center and Pew says that 60% of the undocumented immigrants in America have resided in America for in excess of ten years. That's very congruent with what we're seeing in the marketplace. So, even though these customers that we are financing or these consumers do not necessarily exist in the bureau, they are established in the ecosystem in the US.

In Texas, we average over 15 years in the US; in California, actually 18 years. In fact, a reasonably high percentage of our borrowers in California actually own their own business, even though they may be undocumented residents.

Peter: Interesting. So, they have thin file and no file, how do you underwrite these people? I mean, obviously it's a secured loan, you have the car as the asset securing the loan, but you obviously don't want to have to go and repossess it. So, tell us a little bit about how you go about underwriting when there is such little information formally on these people?

Daniel: Sure. So, our underwriting process both utilizes alternative data, bureau data as well as what we would call application data. Even on no file/thin file consumers, there are a number of alternative data sources that we use that provide us with insights that we can utilize in the underwriting process for those no file/thin file consumers. At the same time, we do rely on application data which are data points that we are collecting from the customer face-to-face with them when they are in one of our retail dealerships.

We're collecting, Peter, probably a hundred different data points from that customer in the application process and what we've been able to do and what has really been augmented very effectively with the use of artificial intelligence is we've been able to identify patterns in both the application data we collect as well as the alternative data and bureau data that give us the ability to segment this consumer even though they may have no credit score that we can rely on.

Peter: Do they need to have a bank account to take out this loan?

Daniel: So, we don't require a bank account. It would surprise most people that about 80% of our borrowers do have a bank account so even though they are a no file/thin file, or in some cases

undocumented, there are several banks, two major banks, Wells Fargo and Bank of America, that will provide that profile with a checking account.

So, the majority of our customers do have bank accounts and actually, we rely on an alternative data source called DecisionLogic which verifies that banking information and that's an integral part of our process. For us, at the end of the day, with our underwriting model, we're measuring stability and there is a correlation between a consumer that has been able to secure and maintain a checking account and their overall stability.

Peter: Sure, so then during the application process….this is happening face-to-face in one of your dealerships, is this a paper-based experience, or is it digital, or is it some sort of combination?

Daniel: So, the information is gathered face-to face. It is entered during that interaction with the customer, it is entered into an interface that we've built which then feeds our credit decisioning engine. So, once all of that information is actually gathered, collected and input, the process from there becomes purely digital. It's an automated underwriting process that's going to feed back to the dealership a grade and we grade in six different tiers, A+, A, B, C, D and the lowest tier, E. And so, the process, again, once we input that data into our, call it "decisioning engine" is fully automated.

Peter: Okay, so then what percentage of the people pass the underwriting, and what percentage do you turn away?

Daniel: There are a couple of conditions that would lead to an automatic disqualification, but for the most part, every customer that applies is going to be approved at some level. They're going to be graded somewhere on that continuum between an A+ and an E.

What we're going to do is use that grade to drive the financing terms that we would offer the customer so we're going to offer the highly stable, high grade customers very attractive financing terms, low down payments, longer terms, lower installment payments and conversely, we're going to offer the lower grade customers…we're going to require from those lower grade customers higher down payments, we're going to finance less over a shorter term.

Peter: Okay, so let's talk about the loans themselves. Give us a sense of the terms of these loans, the interest rates, the duration, that kind of thing.

Daniel: Sure. I think it might be helpful to provide some context first.

Peter: Okay.

Daniel: Within the "buy here, pay here" industry when we look at the industry, we think about it being comprised of roughly 10,000 pure play operators generally concentrated in Texas and the southeastern United States. If you look at that segment overall, that group is originating loans with an

average interest rate of between 22% and 26% with LTV's of somewhere between 170% and 250% at terms between 36 and probably 60 months.

There are a couple of "buy here, pay here" firms that have been active in the capital markets, DriveTime being the most prominent, and they are originating loans to borrowers with FICO scores in the mid-500 range. And there have been two capital markets transactions from two other "buy here, pay here" firms in the southeastern United States with average FICO scores closer to 500. By contrast, what we've been able to do really by applying and leveraging our risk model is originate much lower LTV loans.

Our LTV's average around 125%. We believe our financing terms are more affordable so our average interest rates are around 16% ranging from 9.9%, a very high grade borrower up to about 19% or 20% for our lowest grade borrowers and we're financing those customers over a term of between 48 and about 55 months.

If you look at how that translates into performance, I would say among all the "buy here, pay here" operators that currently enjoy capital markets access, our net credit losses are significantly lower, really going hand-in-hand with FICO scores so to the extent our customer has a FICO score…it's probably averaging around 580 so we're seeing net credit losses being incrementally or correspondingly lower across, you know, our industry group.

Peter: Okay. So, speaking of the capital markets, I know that you've sort of been active in securitization with…I think the last deal that you did was rated and obviously sub-prime auto is not… hasn't got a great reputation, in some ways that's been deserved, but just tell us a little bit about your approach to the capital markets.

Daniel: Sure. So, we probably would say first and foremost that our ability to access the capital markets is a pretty strong validation of our ability to actually segment risk with a borrower who, again, is a no file, or thin file and so has very little bureau data that we can rely on.

What we've been able to do, and we've done now 5 term securitizations, the last one was a rated one that Credit Suisse underwrote…what we've been able to do, I believe, is prove that not only can we fairly precisely segment this no file/thin file borrower, but we can fairly precisely predict their loan performance. And so, as a result, I think through 5 term securitizations, we've always been comfortably under those loss assumptions and we've seen continued success in terms of increasing the advance rates and the execution in those term deals.

Peter: Okay, so then I presume that you are submitting these payments to the credit bureaus and so I imagine that this 580 FICO that your customers applied with…I presume and maybe you can correct me, but I presume that continues to grow, their FICO score keeps going up as they're now becoming less of a thin file when they have a payment track record with you. I know you mentioned this earlier

on, are you trying to move these people, I think you said into the mainstream, into mainstream finance, maybe talk a little bit about how you're trying to do that.

Daniel: Sure. So we absolutely are trying to graduate this customer. When we started our business, we made it very obvious that our intention was to ultimately provide a path for this consumer to access traditional financing. A lot of people were critical of that approach saying that not engaging in the practice of really trying to build a repeat customer in our portfolio was ultimately going to impair our ability to grow.

We actually believed in the contrary. We believe that to the extent we could provide a customer with affordable financing that allowed them to be successful and ultimately graduate to a lower cost of funds and more mainstream financing, we believe that that would ultimately enable us to attract more and more customers and I think that's been the case.

So, when a customer builds credit for us, and his friends and family see that he has been able to...on his next purchase, perhaps acquire a new pickup truck that is beyond anything he ever imagined he could access, purchase and finance, we believe that business comes back to us really in a multiple and I think that's been our observation.

Peter: Sure, so I presume the vehicles that you're dealing with...I mean, these are all primarily used cars, I imagine. Maybe you could tell us about the average selling price and hence the average loans for these cars.

Daniel: Sure. So, our average sale price is right at $20,000. Most of the expensive vehicles we sell are large trucks and SUV's which in Texas are, by and large, the preference of the customer we serve. We're trying to sell across the board a much higher quality vehicle than what we're seeing overall, particularly in the "buy here, pay here" segment. We're selling a passenger car that is a one or two-year old vehicle and then a large truck or SUV that's maybe a five or six-year old vehicle. But, on the average we're financing between $16,000 and $17,000, again, at an interest rate of approximately 16% and a loan term of around 54 to 55 months on the average.

Peter: Right, okay. Can you give us some sense of the scale? You mentioned Texas and California, how many locations do you have, what sort of volume are you guys doing?

Daniel: Sure. So, we currently operate 36 dealerships, 28 of them are in Texas where we really started the business. We've been in California for three years now and operate eight dealerships in Southern California. The California dealerships are a little larger scale than the Texas ones simply because the magnitude of the market in Southern California is so vast and so enormous, we believe there is a tremendous market opportunity there so we try to serve that market with larger locations.

But, we currently are originating around $250 million loans a year and we would anticipate growing about a little over 20% year over year. I think if you look at the last six or seven years, we've grown at

an average compounded annual growth rate of a little over 20% and we anticipate most of our growth to be in California going forward.

Our value proposition in California is very distinct, there aren't a lot of opportunities for our customer to secure financing that's affordable on a vehicle that's reliable, dependable and sound. And so, we really believe that our value proposition in the platform we've built that allows these customers to secure financing has become very compelling in that part of the country.

We are opening in Las Vegas at the end of this year and we will probably fill in gradually through the western part of the United States. Certainly, Arizona is a market that has some appeal, New Mexico, Colorado, and so as we continue to fill out in Southern California and potentially migrate through the Central Valley up to the northern part of the state, San Jose, Oakland, the Bay Area. We also will probably fill in between Texas and California into markets like Phoenix and Tucson and potentially Albuquerque and Denver.

Peter: Okay, so we're almost out of time, but a couple of more things I really want to get to here. Firstly is, you very recently launched an auto insurance product which I just read about recently so maybe you could tell us a little bit about that product and why branch out into something...obviously, it's quite a different product to a loan.

Daniel: Sure. So, in many respects, we saw auto insurance as it's marketed to our customers to be very similar to our observations in the "buy here, pay here" industry. We saw pricing that lacked transparency that was inundated with high fees and really did not provide the customer with the value that we believe they deserved.

And so, we did some research in the industry, we hired a couple of veterans of the agency business that served the segment of the population that resembled our consumer and we really concluded there was an opportunity to build an insurance business that relied on transparency and its pricing and that eliminated all of the brokerage origination fees that really made insurance so costly for our consumer.

So we just actually launched this strategy this year in Texas, we're getting ready to roll it out across all the markets in Texas as well as California and we really believe that it will be an opportunity again to leverage our platform, to leverage our customer base, our brand, a lot of the infrastructure we've built and offer service to the customer that has, again, really compelling value.

Peter: Okay, so final question then, what about other lending products like beyond car loan? Have you thought about it, are you thinking about expanding in the other areas?

Daniel: So, we have done our share of research into other products that we believe would allow us to offer a broader platform of services to our customers. We've looked at unsecured loan products, we've looked at really all the opportunities across the continuum. We really believe, right now, that

our biggest opportunity is to continue to evolve our core business and then compliment that with insurance.

That's going to be our focus, but we have a bigger picture vision that I think, ultimately as we scale, will become much more efficient for us to leverage the existing infrastructure and add on to and we certainly are optimistic that we'll be able to do that.

Peter: Okay, we'll have to leave it there, Daniel. Good luck, I really appreciate you coming on the show today.

Daniel: I appreciate the opportunity, Peter, thank you.

Peter: Okay, see you.

You know, I love hearing these stories of companies operating on the periphery of the traditional financial markets and doing so in an honorable and respectable way and helping their customers not just getting a loan and being able to, you know, really provide them with a vehicle that can probably really help their livelihood considerably, but doing it in a way that actually helps them in the future, helps them graduate into more mainstream products. I think that is an honorable mission and something that I think is going to really help bring...expand the sort of middle class of America.

Anyway on that note, I will sign off. I very much appreciate you listening and I'll catch you next time. Bye.

Today's episode was sponsored by LendIt Fintech USA, the world's largest fintech event dedicated to lending and digital banking. It's happening on May 13th and 14th, 2020, at the Javits Center in New York. Lending and banking are converging and LendIt Fintech immerses you in the most important trends of the day. Meet the people who matter, learn from the experts and get business done. LendIt Fintech, lending and banking connected. Go to lendit.com/usa to register.[/expand]

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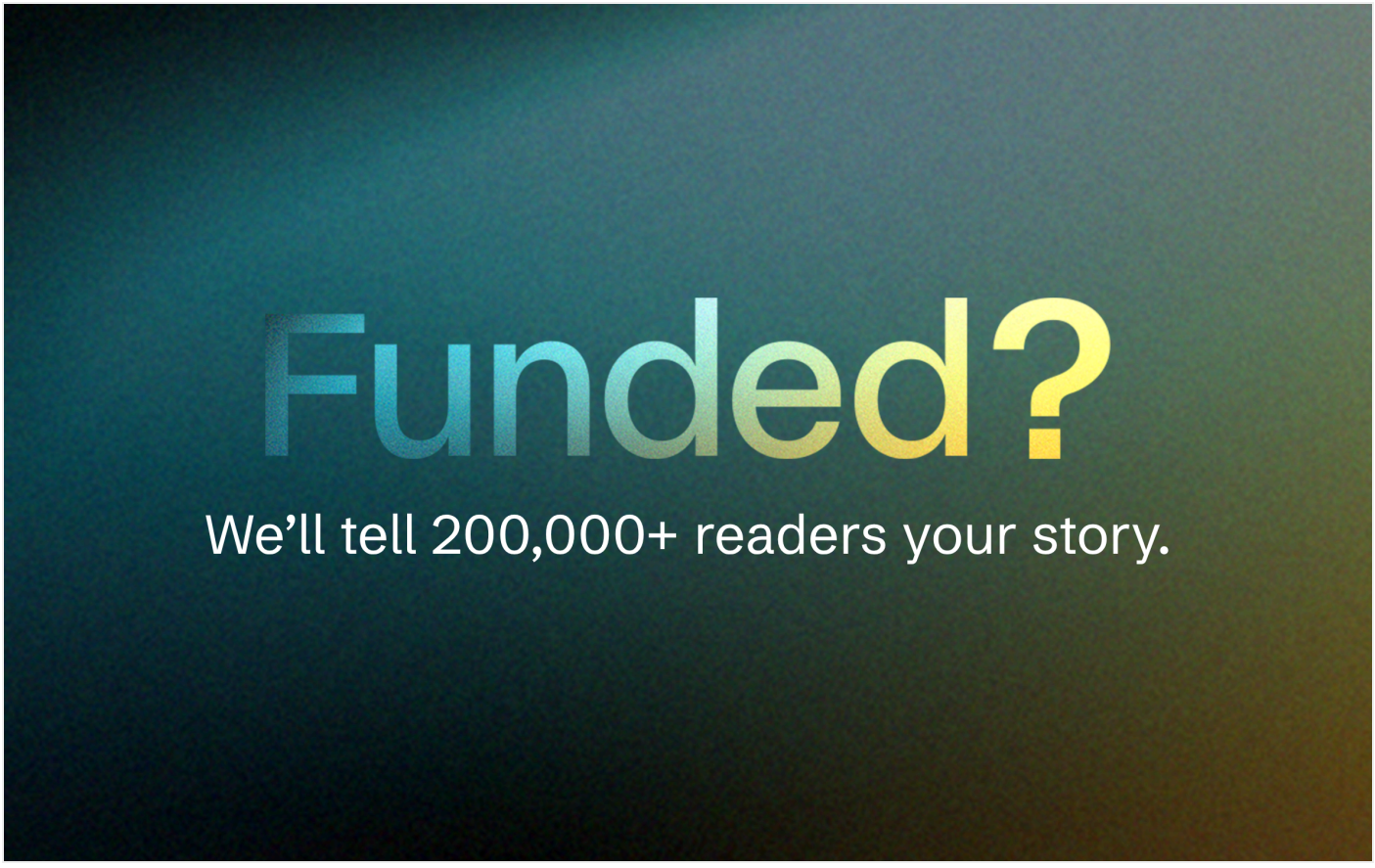
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PETER RENTON

Peter Renton cofounded Fintech Nexus as the world's largest digital media company focused on fintech before it was acquired by Command. Peter has been writing about fintech since 2010 and he is the author and creator of the Fintech One-on-One Podcast, the first and longest-running fintech interview series.

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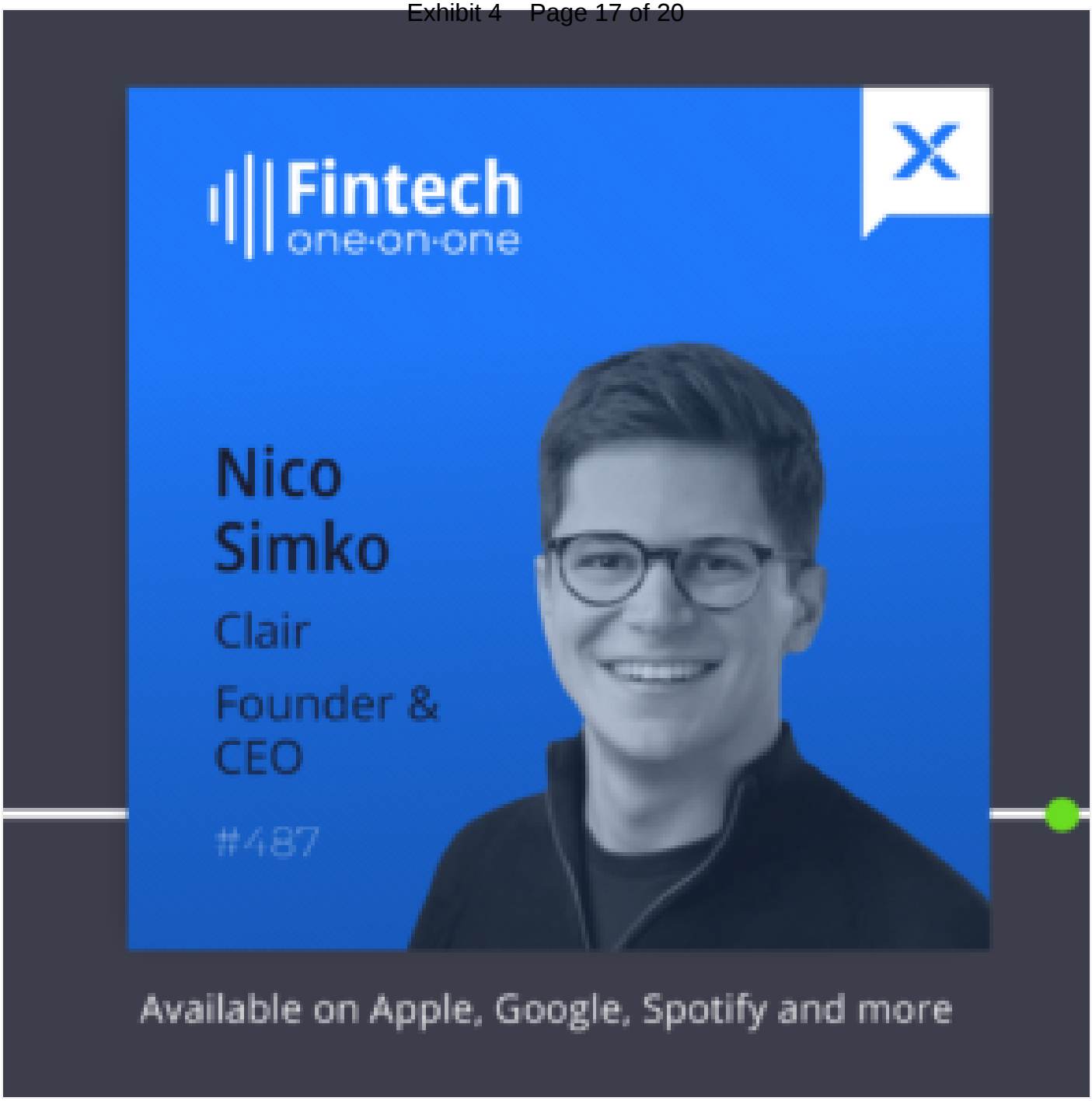
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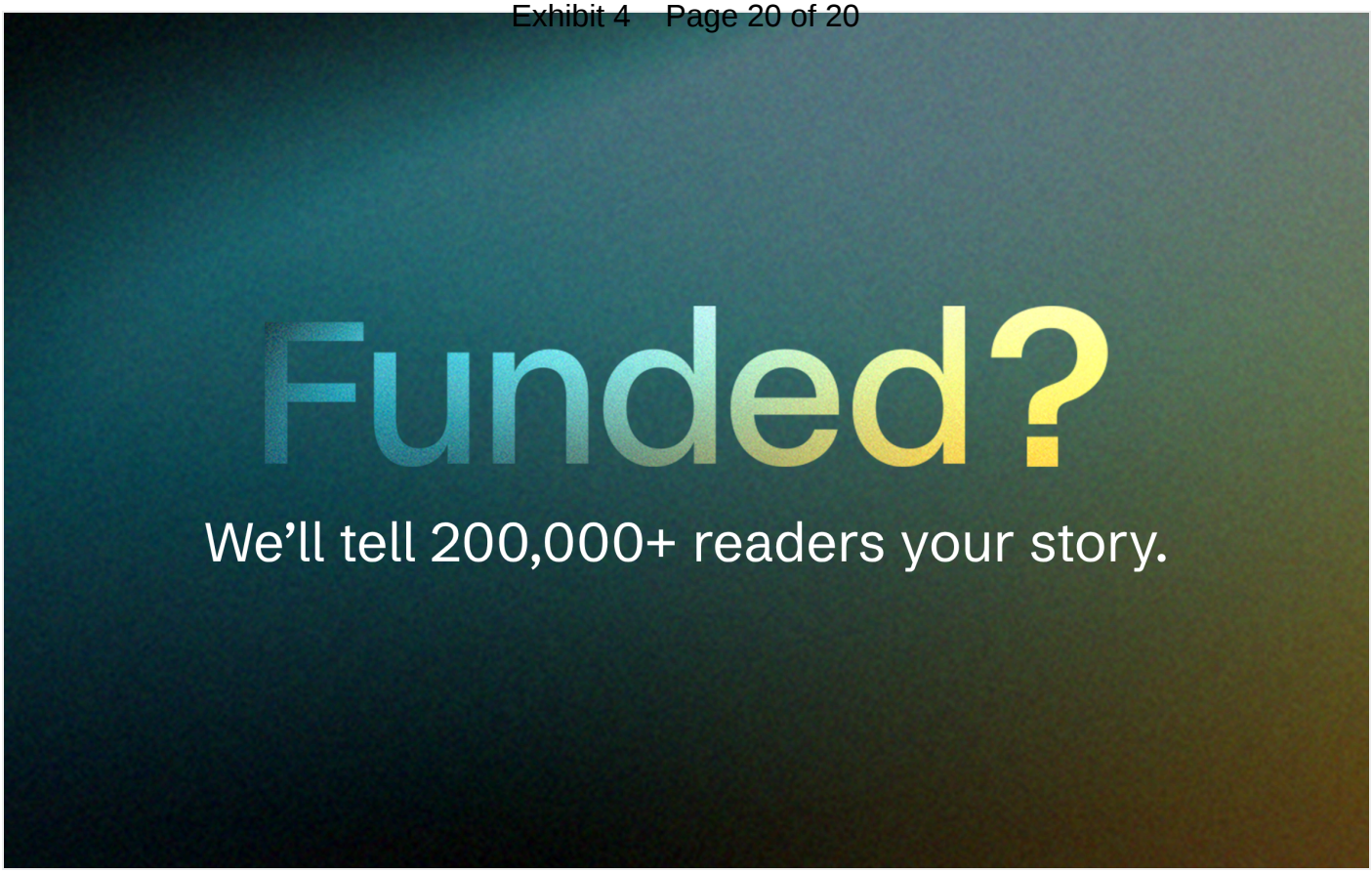
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Exhibit 5

From: Weatherspoon, Derrick[Derrick.Weatherspoon@blackrock.com]
Sent: Wed 4/20/2022 1:10:22 PM (UTC)
To: Daniel Chu[dchu@tricolor.com]; Jerry Kollar[jkollar@tricolor.com]
Cc: +Group BLKTricolor[GroupBLKTricolor@blackrock.com]
Subject: FW: April Board Update
Attachment: Tricolor Social SPO Report Final.pdf
Attachment: Tricolor Social Bond Framework-April 2022.pdf
Attachment: Blueshirt Strategic PR Media Team Overview 3.21.22 - Read-Only.pptx
Attachment: Good Talkers Tricolor Media Coaching Proposal 3.16.22.pdf
Attachment: Tricolor Holdings - April 2022 Board Update.pdf

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Thanks, Daniel and Jerry. Unfortunately I will not be able to attend today as I am off on vacation with the family (Disney World!).

I look forward to getting the update from the BlackRock team that will be joining.

Best,
Derrick

From: Daniel Chu <dchu@tricolor.com>
Sent: Wednesday, April 20, 2022 8:15 AM
To: Beth Brooke-EX <beth@bethabrooke.com>; Dann Adams-EX <jdannadams@gmail.com>; Kathryn Petralia <kpetralia@gmail.com>; Dick Anderson-EX <anderson@hpitx.com>; Antonio Garza <garzaao@yahoo.com>; Donohue, Christian G <Christian.Donohue@blackrock.com>; Weatherspoon, Derrick <Derrick.Weatherspoon@blackrock.com>; Levan, Daniel <Daniel.Levan@blackrock.com>
Cc: Jerry Kollar <jkollar@tricolor.com>
Subject: April Board Update

External Email: Use caution with links and attachments

Good morning-
Please see attached deck and supporting materials for today's call.
We are announcing our securitization today with the social bond designation:
https://www.spglobal.com/ratings/en/research/pdf-articles/220419-second-party-opinion-tricolor-auto-acceptance-social-abs-framework-101510966

Thanks.

Daniel Chu
Founder & Chief Executive Officer | Tricolor Holdings
dchu@tricolor.com | www.tricolor.com | www.tricolorholdings.com

6021 Connection Drive, 4th Floor
Irving, TX 75039

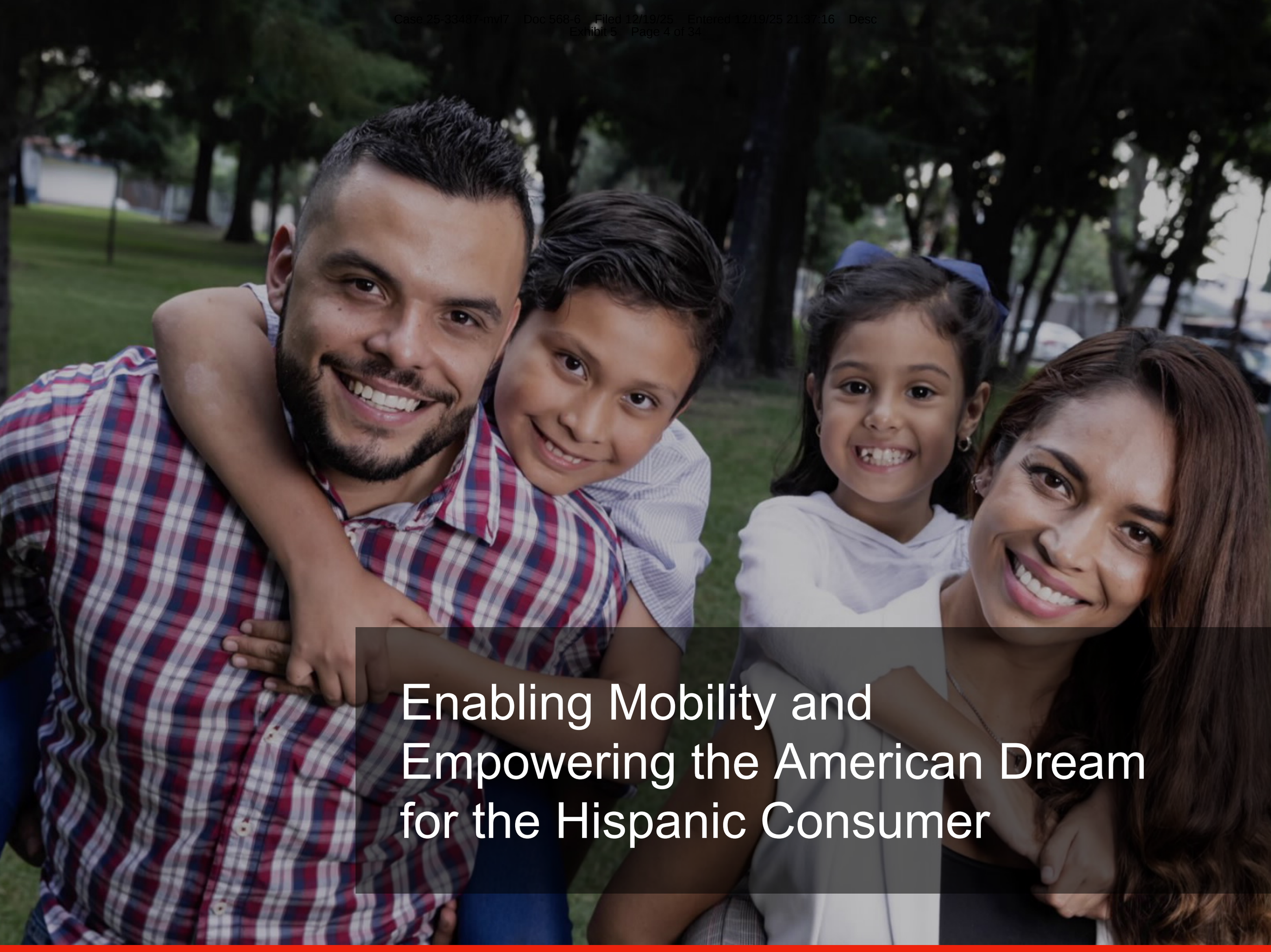
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Enabling Mobility and Empowering the American Dream for the Hispanic Consumer

tricolor

Social ABS Framework March 2022

CERTIFIED CDFI U.S. Department of the Treasury

Background

Tricolor leverages AI to “score the unscorable”.

Tricolor is a U.S. Department of the Treasury certified Community Development Financial Institution (CDFI) and a mission-driven company that leverages its direct-to-consumer, AI-powered platform which enables mobility to provide financially underserved consumers with high quality, affordable used motor vehicles affordable financing, and a path to accessing mainstream financial services. It utilizes advanced data analytics and technology to advance financial inclusion to offer responsible, affordable, credit-building auto loans to empower (i) individuals with no or limited credit history or (ii) low income, in order to enhance the quality of their lives and ultimately help them to build a better future. "

According to the FDIC, 63 million people, or about 1 in 4 aduts million people, or about 1 in 4 adults in the US, struggle with access to mainstream financial products to meet their needs. More specifically, according to the Consumer Financial Protection Bureau (CFPB) 26 million people in the United States are “credit invisible” and an additional 19 million are “unscorable,” corresponding to a total of 45 million people in the United States whose lack of a credit score translates into limited options in terms of accessing financing."

Tricolor’s technology removes the barriers related to being credit invisible or low income and enables lending to the most underserved segments of the population. Its data-driven understanding and AI-powered technology create a unique ecosystem to

deliver an unprecedented value proposition and a path to a better future for the credit invisible Hispanic consumer, unlocking the opportunity to do well by doing good."

Hispanics out index the general population with respect to key attributes of financially underserved consumers. According to the Department of Homeland Security, as many as 12 million Hispanic immigrants are undocumented , representing 20% of the US Hispanic population vs. 3% of the overall population The percentage of Hispanics considered as low income is 44% greater than the general population."

If the US Hispanic population were its economy, it would be the 8th largest GDP globally

Despite their economic hardships, Hispanics are the future of the world's biggest economy, accounting for more than one in four people in the United States by 2050 and one in three of its workers by 2060 . According to the 2020 US Census, the median age of the US Hispanic is just 28 while the median age of the US White population is 58. But according to the FDIC, 32% lack access to affordable credit , creating a barrier which prevents lower income and credit invisible individuals from achieving their dreams. "

Mobility is critical for Hispanics: fewer than one in six Hispanics can work from home. Tricolor's strategy makes it more affordable for credit invisible Hispanics to own a vehicle so they can pursue a better life. Tricolor has helped 28% of its borrowers with no credit score establish a credit history with major bureaus."

"

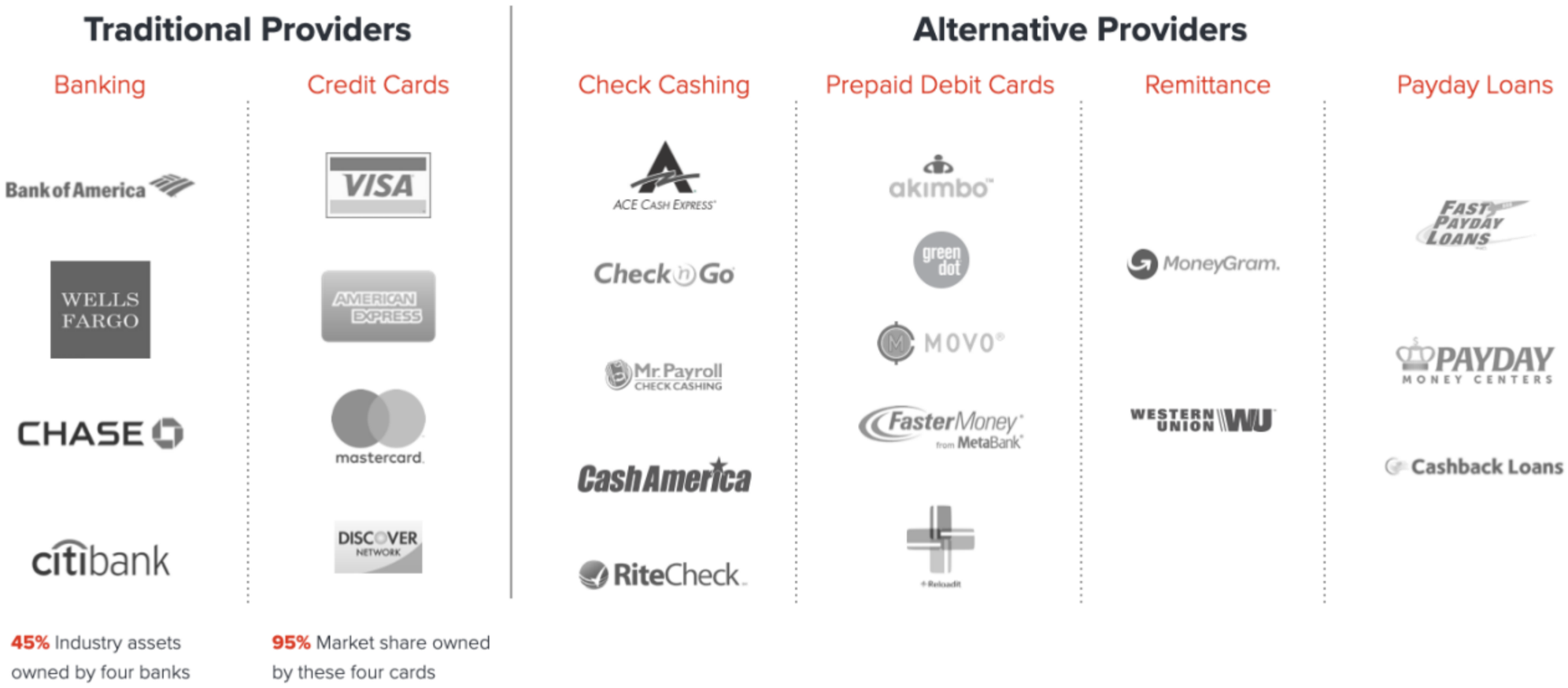
Understanding the underserved low income population

It's expensive to be poor in America.

According the Federal Reserve's 2017 Report on the Economic Well-Being of the US Household, 47% of Americans say they either could not cover an emergency expense costing $400, or would cover it by borrowing money. This explains why according to the CFPB, 12 million Americans regularly use a payday loan at an average cost of nearly 400% Annual Percentage Rate (APR)which is the annual cost of a loan to a borrower which is expressed as a percentage of the loan amount." Underserved low income consumers experience many barriers which increase economic inequality. "

According to the Financial Health Network, unbanked and underbanked consumers spend 13% of their income on interest expense and fees vs just 1% for financially healthy households."

Our target population lives in a different ecosystem and a world of alternative financial services. While the balance sheets of the four major banks collectively correspond to 45% of the industry's assets and the four major credit cards own 95% of the market share, our target consumer experiences a low ceiling with respect to access to mainstream financial services.

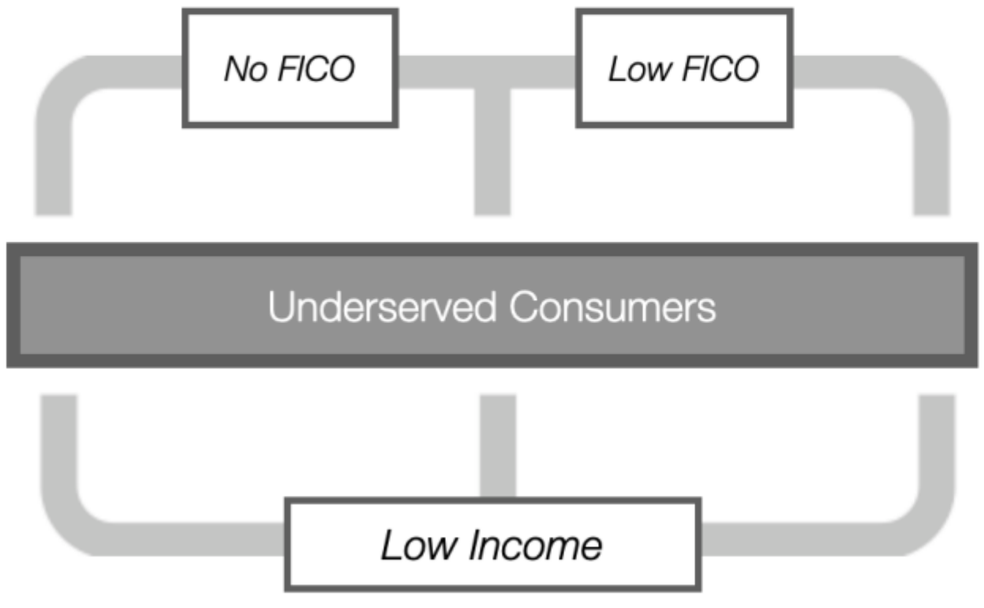


According to the Financial Health Network, unbanked and underbanked consumers spend 17% of their income on basic stu ff which mainstream consumers get for free. Hispanics generally out-index the general population in terms of reliance on alternative financial services. The most rapidly growing component of the financially underserved population is the Hispanic consumer, whose needs are more complex and options more limited. "

32% of the US Hispanic population lacks access to affordable credit.

The low income population is extremely vulnerable. This creates complexity because given their liquidity constraints and economic fragility place them in a situation which forces an "interconnected" dependence on alternative financial services. In other words, their lack of access to affordable credit triggers a downward spiral or predatory lending cycle."

Financially underserved consumers are vulnerable to an unexpected expense such as a major mechanical repair which can trigger a high interest or payday loan.





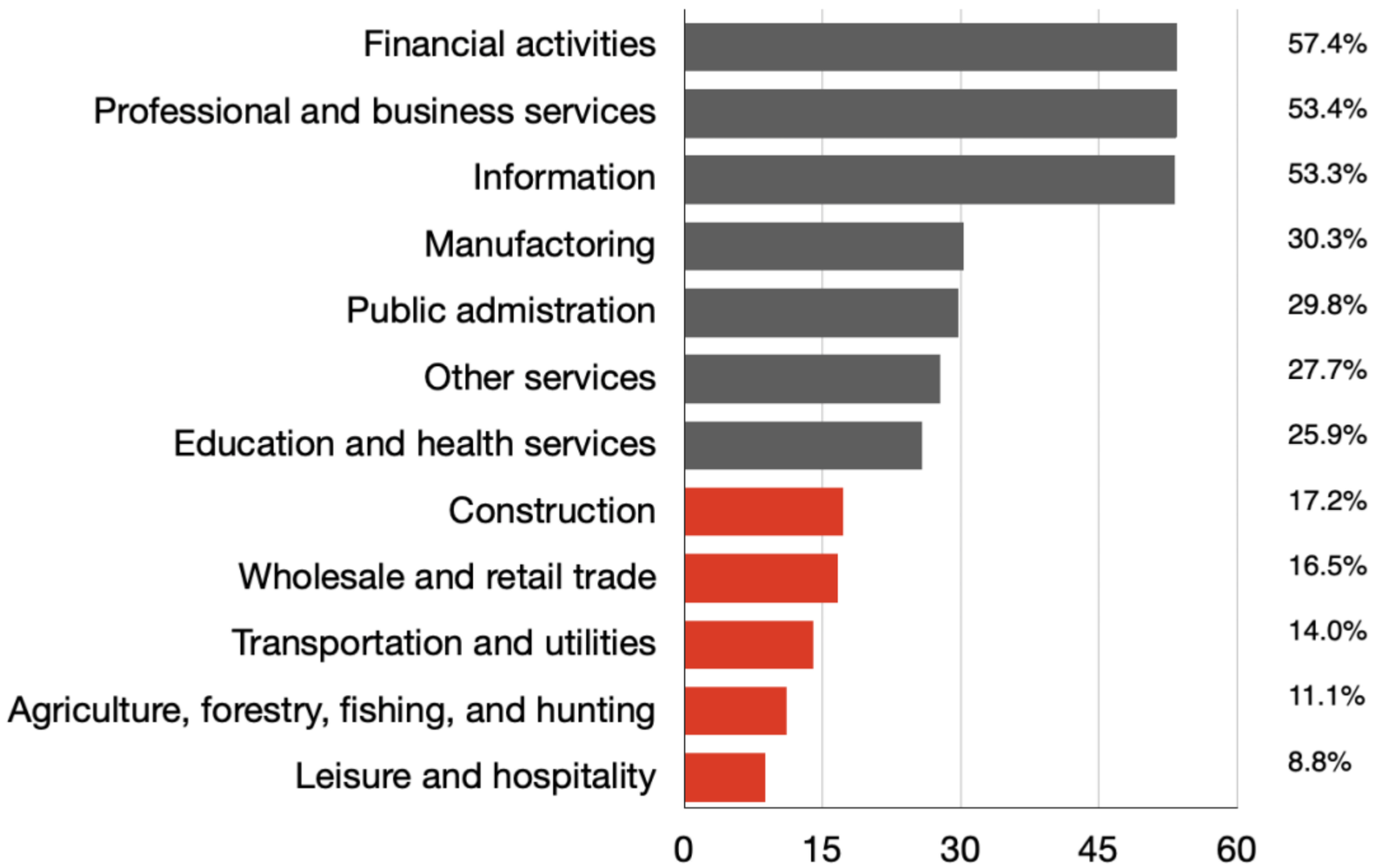
The Mobility Challenge

The low income population is the most disadvantaged in terms of ability to work remotely.

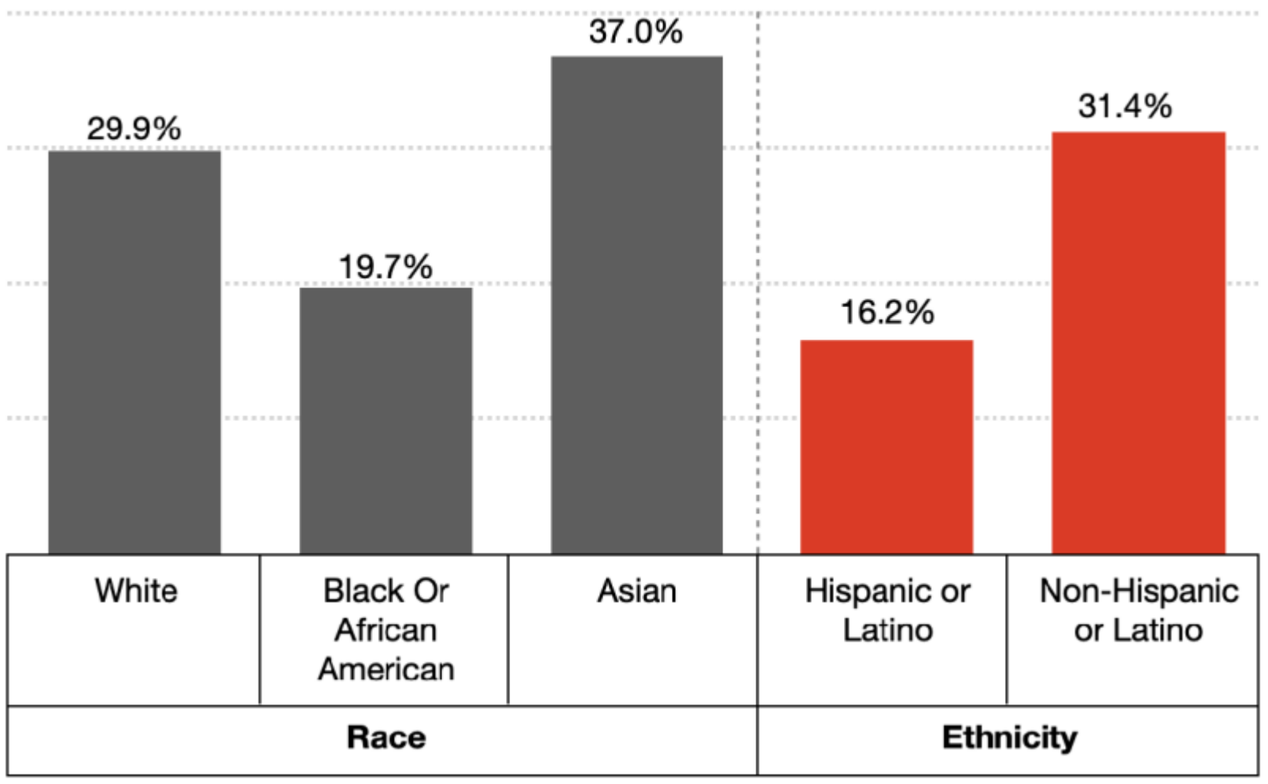
Globally, the US is the most dependent country with respect to vehicle ownership. Nearly 95% of all transportation in America relies on private vehicles while the rest of the world has less than 50% dependence. Only 5% of the US population uses public transportation and it is geographically distinct ; only the Northeastern US has sufficient public transportation."

Owning a vehicle is essential for the underserved consumer to survive. And physical mobility is even more critical for Hispanics. Tricolor's strategy makes it more affordable for credit invisible Hispanics to own a vehicle so they can pursue a better life.

Industries employing the low Hispanic population do not accommodate remote work.



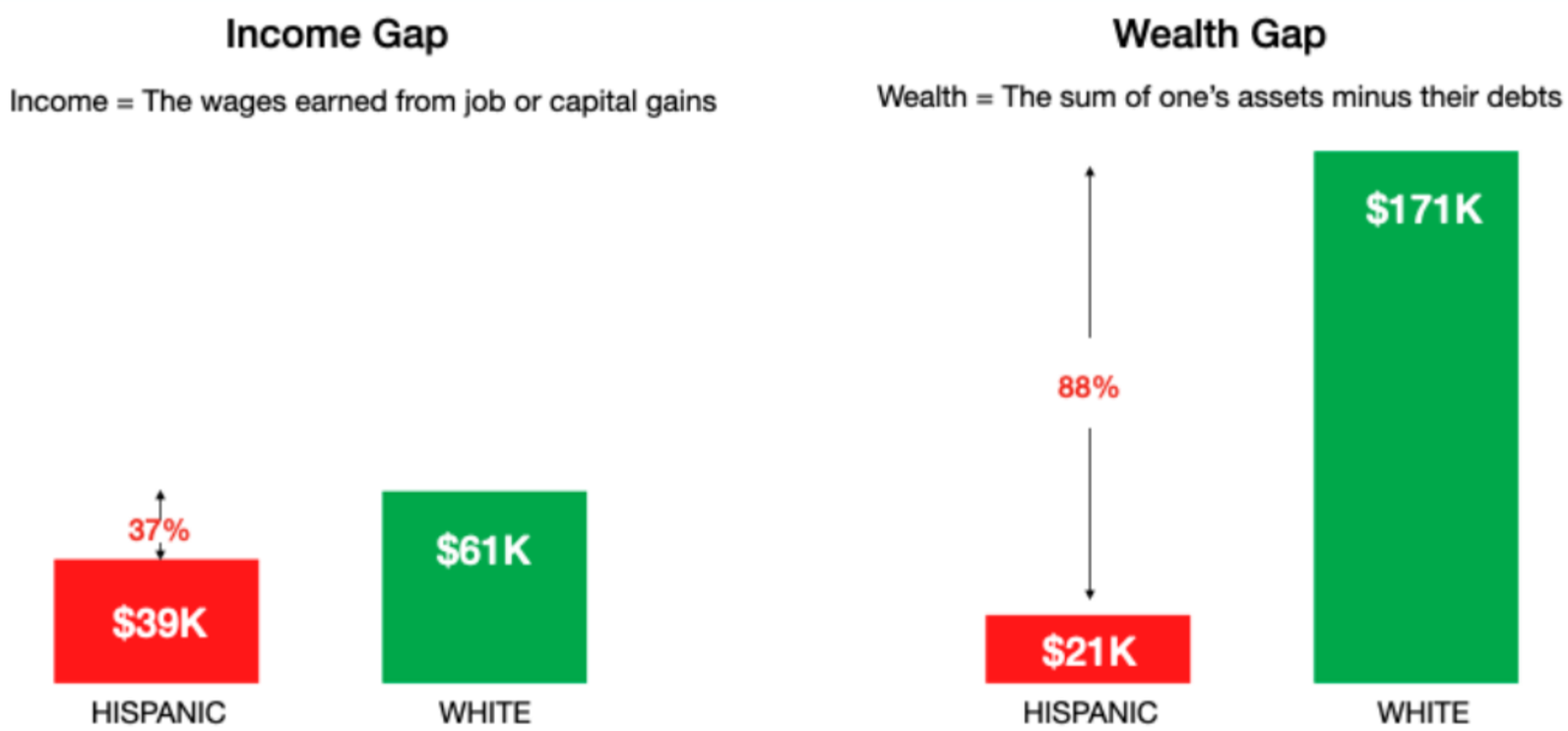
Owning a vehicle is essential for the underserved consumer to survive. The Hispanic population is the most disadvantaged in terms of ability to work remotely.



Why the US Hispanic market?

The Hispanic-White wealth gap is markedly pronounced. Like most of the underserved population, Hispanics experience a low ceiling with respect to access to mainstream financial services. The only way for the low income population to accumulate wealth is through home ownership, which explains why household wealth for Hispanics is 88% less than for the US White population.

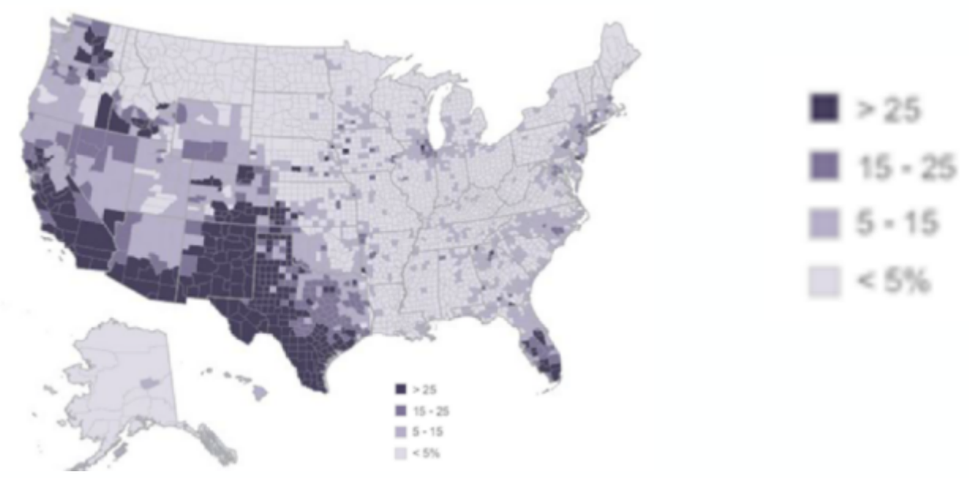
Average Hispanic household wealth is 88% less than the average White household in the US



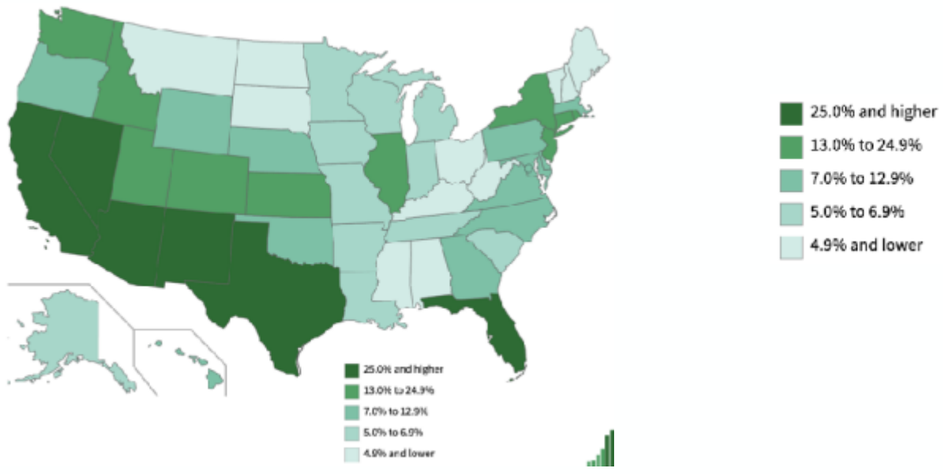
Source: Pew Research Center and Federal Reserve Board Survey of Consumer Finances (SCF)

Hispanics made up more than half of total U.S. population growth from 2010 to 2020 .

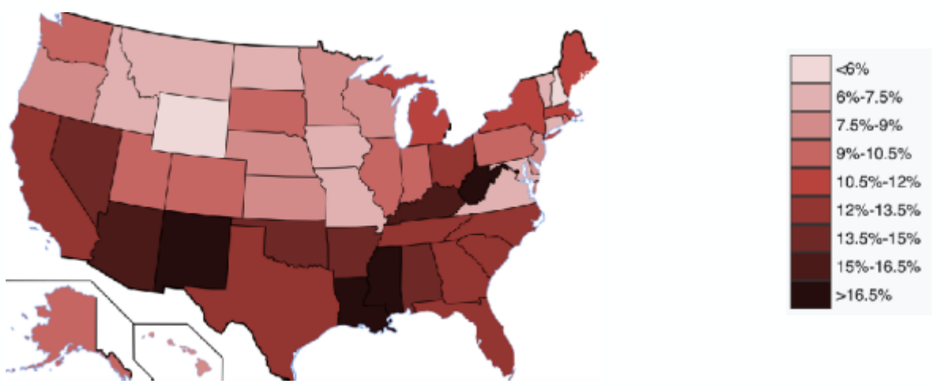
Over 40% of the US Hispanic population resides in California and Texas.



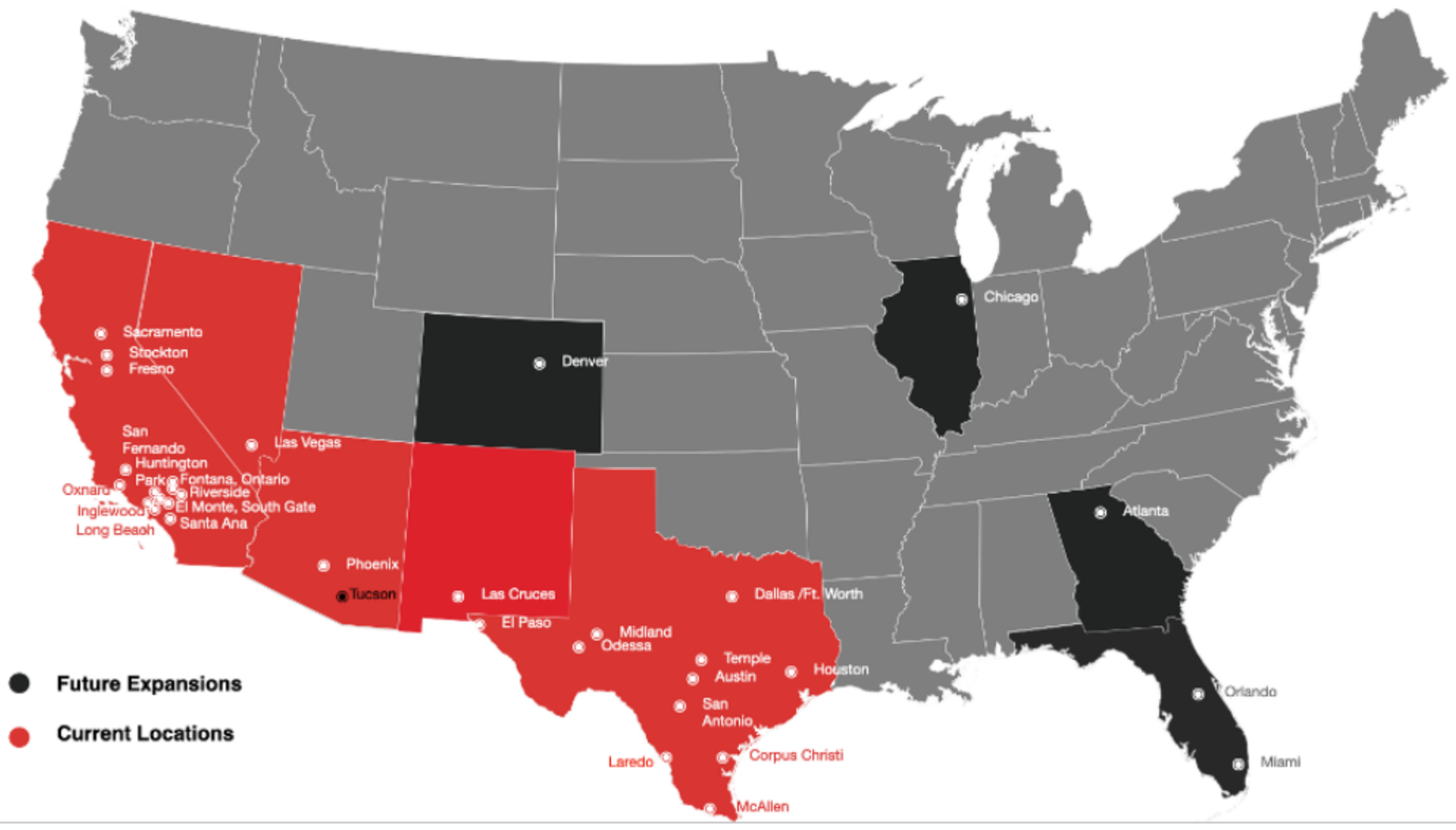
Hispanics constitute 25% of the workforce in six states.



Higher poverty rates span across the Western states.



Tricolor's current and future footprint aligns with the states with the highest concentration of both Hispanics as well as poverty level.



Despite their economic hardships,Hispanics are the future of the world's biggest economy,

US Hispanic Market *at-a-Glance*

Explosive growth.
Represents fastest growing segment of the US Hispanic population: 6X faster than non-Hispanics. By the year 2050, 1 in 4 people in the US will be Hispanic origin.

Future majority.
Median age of 28 vs median age of US White population of 58.

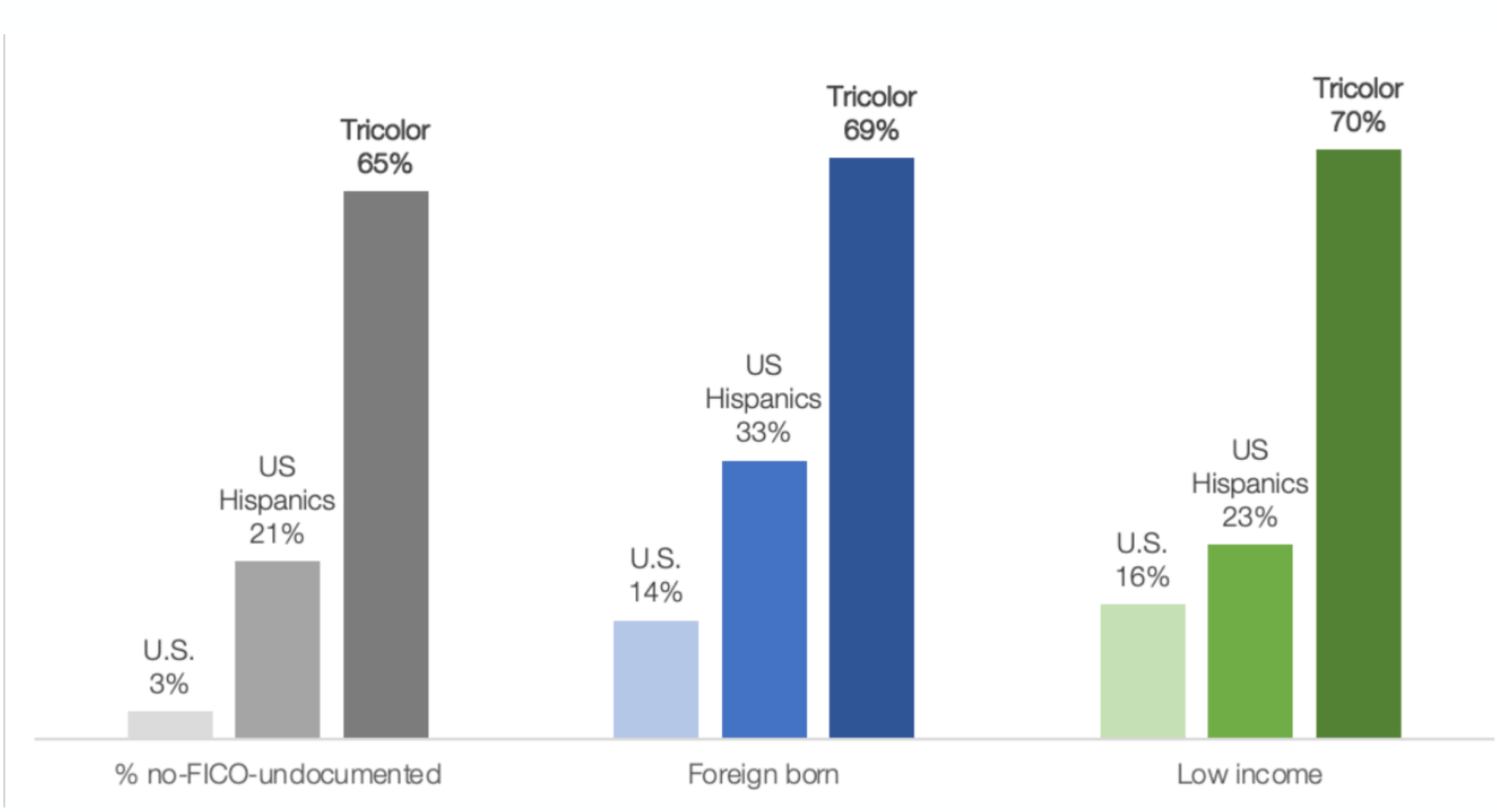
Essential to our economy.
Produced 82% of US workforce growth over last ten years. By 2060, Latinos will correspond to 1/3 of the US labor force.

Future of automotive retail
Projected to account for all growth in US vehicle sales over next decade.

Massive buying power.
Would rank as 8th largest GDP globally if it were its own economy, growing faster than India or China.

Embedded in US ecosystem.
9% of the workforce in California, Texas and Nevada are undocumented. 60% of undocumented immigrants in America have resided in US for over ten years

Hispanics materially surpass the general population with respect to key attributes of financially underserved consumers. According to the Department of Homeland Security, as many as 12 million Hispanic immigrants are undocumented , representing 20% of the US Hispanic population vs 3% of the overall population The percentage of Hispanics considered as low income is 44% greater than the general population. Tricolor's customer profile significantly out indexes the US Hispanic population with respect to key attributes of the financially underserved population by a wide margin.



Tricolor Customer Profile
at-a-Glance

92%
Hispanic Origin

84%
Credit Challenged [1]

67%
Very Low to Low Income [2]

63%
Undocumented [3]

69%
Foreign Born

95%
Rent

28%
Borrowers Establish a Credit Bureau Score With No Previous History

16
Years of Residence in US

[1] Financial Health Network : *Financially Underserved Market Size Study 2019* [2] based upon CRA, HUD, Census definition [3] defined by no social security number

Tricolor borrowers represent the lowest income segments of the US population. 70% of Tricolor's portfolio would qualify for the Freddie Mac a ffordable lending program (Home Possible), with income at or below 80% of their county's median income, considered low to very low income.

Source: Tricolor data; Freddie Mac Home Possible Income & Property Eligibility Tool

Value proposition creates sustainability

Tricolor offers the financially underserved population with an attractive physical mobility solution while enabling upward mobility through a path to mainstream access to credit."

Differentiated approach delivers superior affordability and value to underserved market.

Tricolor has transformed the traditional industry approach which incorporates a “zero sum” mentality—-for the operator to win, the customer must lose—-and created a unique and compelling value proposition for the consumer. Tricolor’s strategy creates a wide competitive moat with its peers

	Industry Peer	tricolor
Positioning	“lender of last resort”	mission-driven, technology-driven, brand-driven
Target Consumer	general market, poor credit	Hispanic, credit invisible
Model	highly fragmented, “mom + pop”	robust centralized infrastructure
Product	low quality	certified, fully reconditioned
Risk	“your job is your credit”	AI-enabled, data-driven proprietary model

Accordingly, Tricolor's deal structure sharply contrasts with the industry across all key metrics.

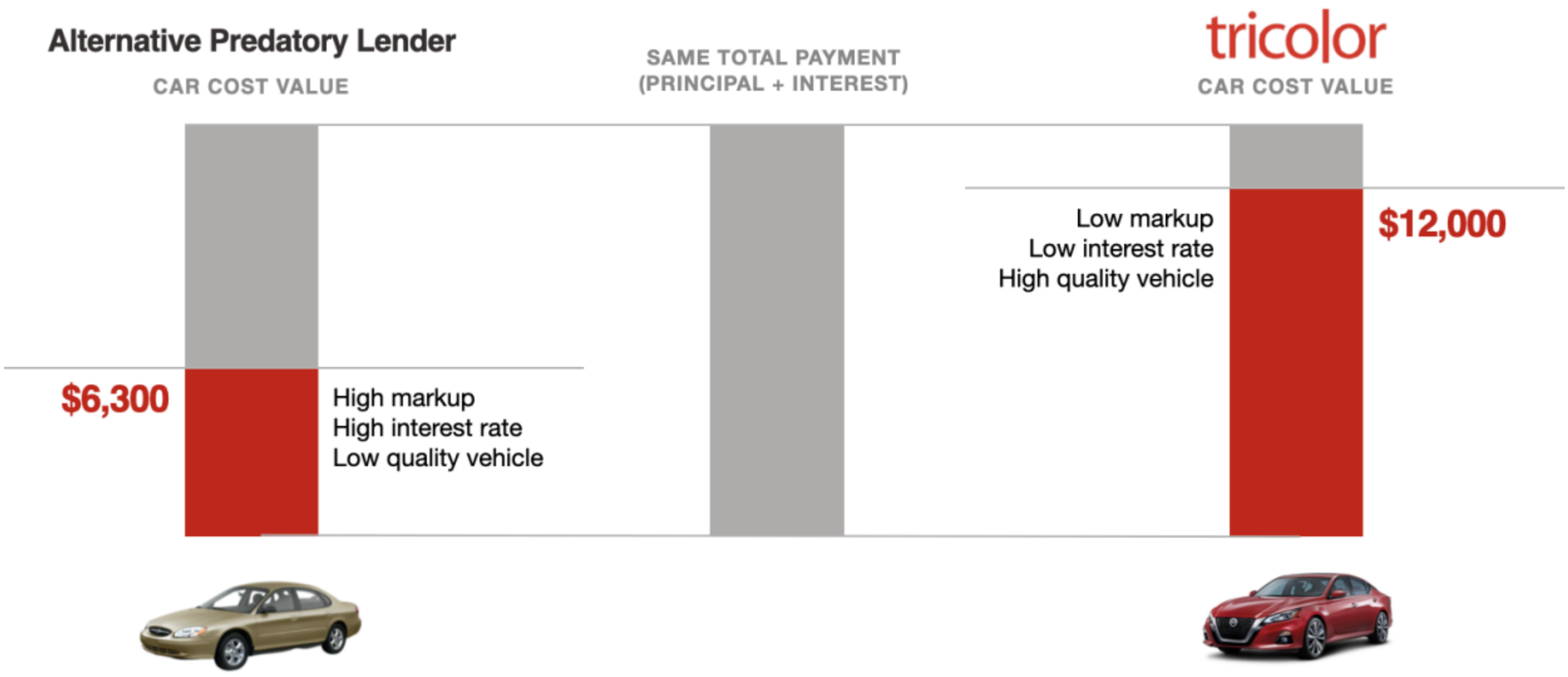
	Industry Peer	tricolor
Car Cost	$6,300	$17,000
Reconditioning Expense	$870	$2,260
Gross Margin	53%	25%
Interest Rate	22%	17%
LTV	199%	124%
Average Down	$735	$2,536
Loan Life	12 months	36 months
Lifetime NCL	29%	16%
Protection	vehicle sold as-is	free 18 month warranty

Source: 2020 National Independent Automobile Dealers Association (NIADA) Used Car Industry Report

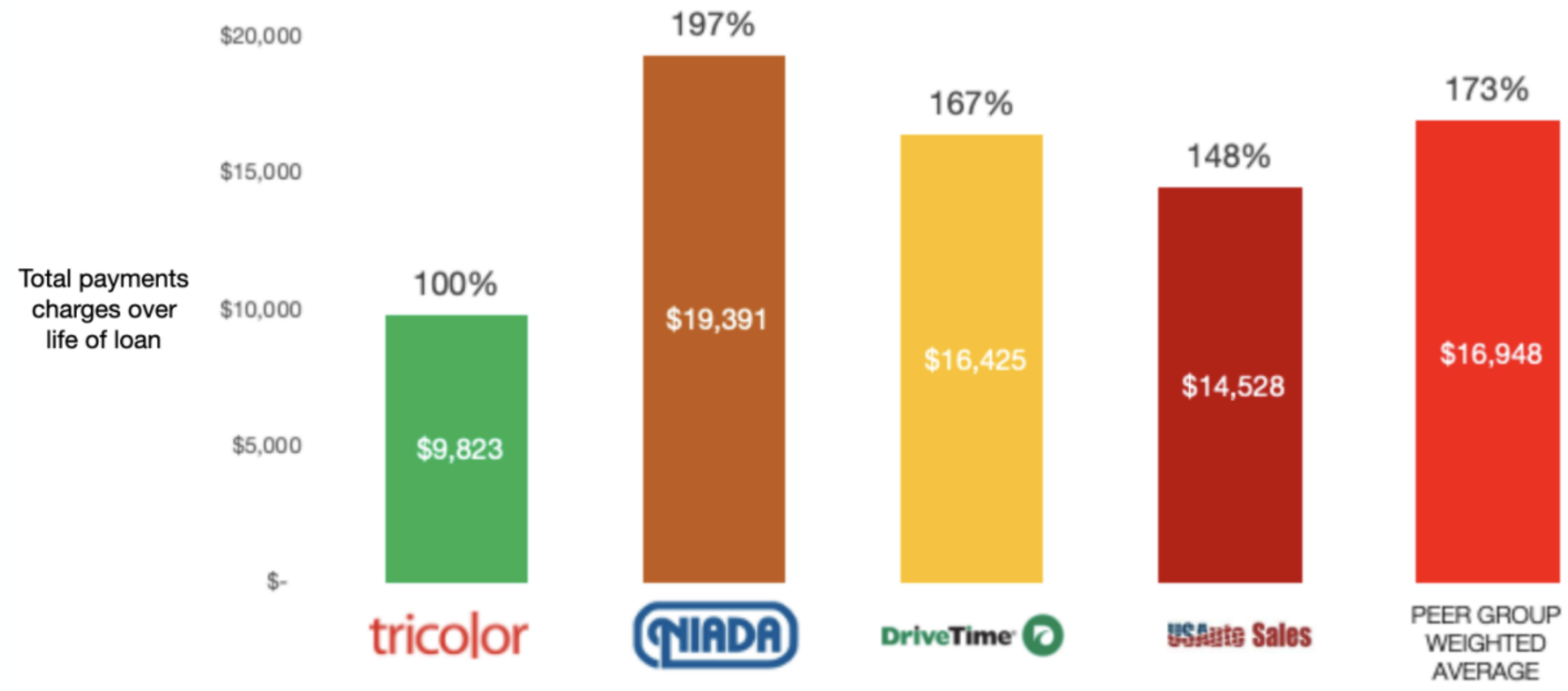
A large majority of these underserved consumers have limited options for the purchase and financing of a vehicle, relying on the buy here-pay here industry. Approximately 11% of total used vehicle sales, or 4.4 million transactions were attributed to BHPH in 2019."

Tricolor's loan terms incorporate rates well below any statutory limits related to each individual state's consumer lending code. The Company has engaged two firms, McGlinchey Stafford and Hudson Cook, to conduct reviews of both its retail and lending practices. Both firms are ranked nationally in the areas of financial services regulation and focus their practices on consumer lending.

Tricolor provides twice the value of the alternative provider based upon national industry data



Tricolor achieves financing terms which are signi ficantly more attractive than its peer group in the buy here-pay here industry. Tricolor estimates it has saved its borrowers over $800 million in potential interest charges over its history

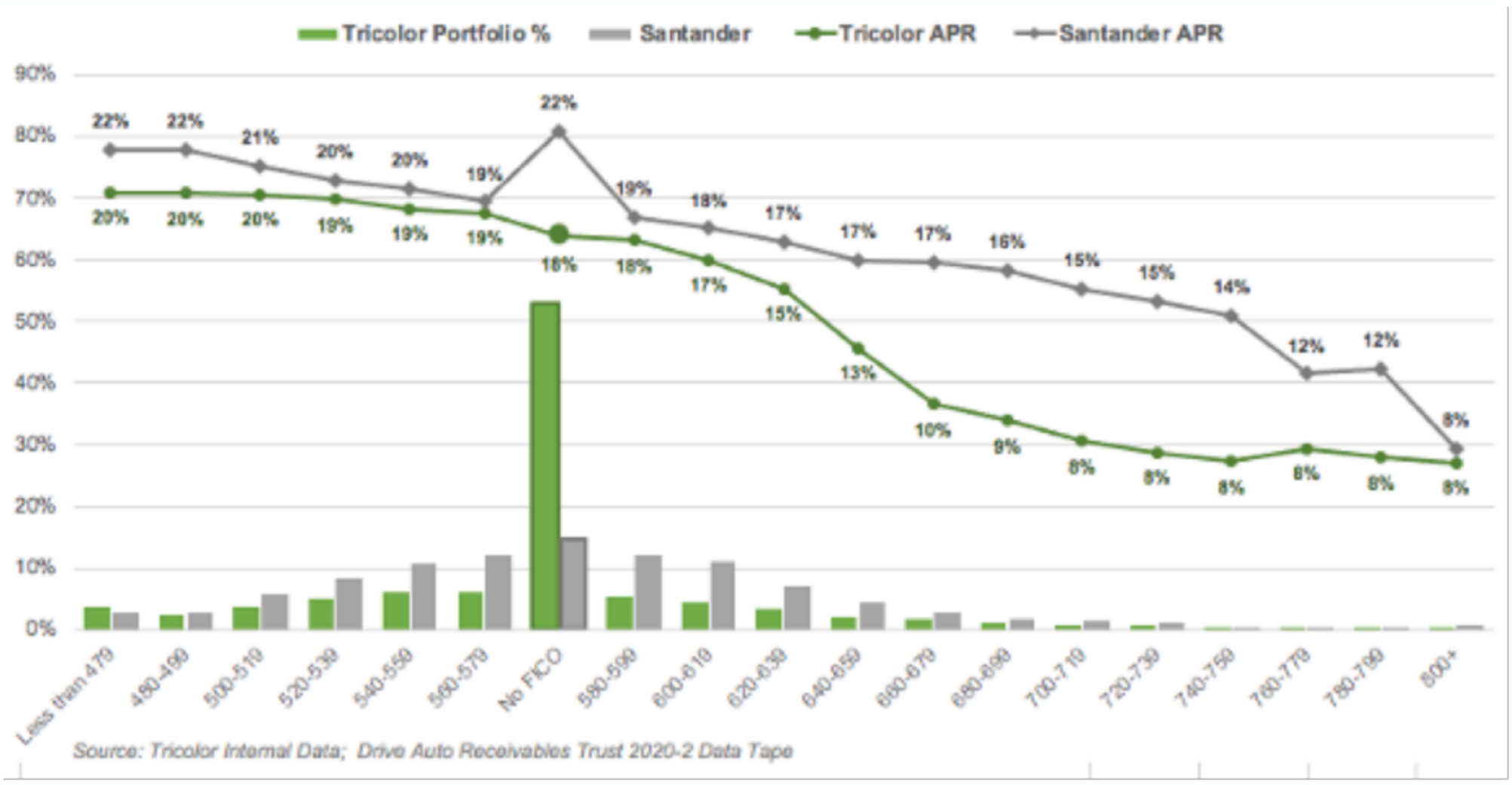


Savings	-	$9,567	$6,602	$4,705	$7,125
Cost Multiple	100%	197%	167%	148%	173%
WA LTV	125%	199%	152%	168%	173%

** based upon normalized car cost of $16K*

Source: 2020 NIADA Used Car Industry Report, ABS data

Additionally, our interest rates are signi ficantly lower than major subprime ABS auto lenders. Across every FICO tier, our interest rates are lower than Santander Consumer USA, despite the fact that our cost of capital is 300-400 bps higher



Consequently, financing terms are far more advantageous for the consumer.



High quality vehicles deliver superior value

Tricolor's model vertically integrates the retail automotive component into the value proposition in order to ensure the borrower's vehicle is high quality, mechanically sound and protected with a free warranty on its major components."

The vehicles which Tricolor offers have a wholesale value of greater than 2.5x our peer group based upon the 2020 National Independent Auto Dealers Association (NIADA) Report. Tricolor does not offer vehicles which are impaired, i.e. flood, frame, or lemon law buybacks. "



Tricolor's investment in vehicle quality is unmatched by its peers:"

- High quality vehicle with much greater acquisition cost"
- Full 150 point inspection"
- Extensive reconditioning process performed to a rigorous standard with an average investment of $2,200 per vehicle."
- Free warranty on power train and major components for 18 months/18k miles"

Mechanical failure is the primary driver of default on deep subprime auto loans; therefore, the ability to control collateral quality translates into a distinct advantage for the underserved consumer



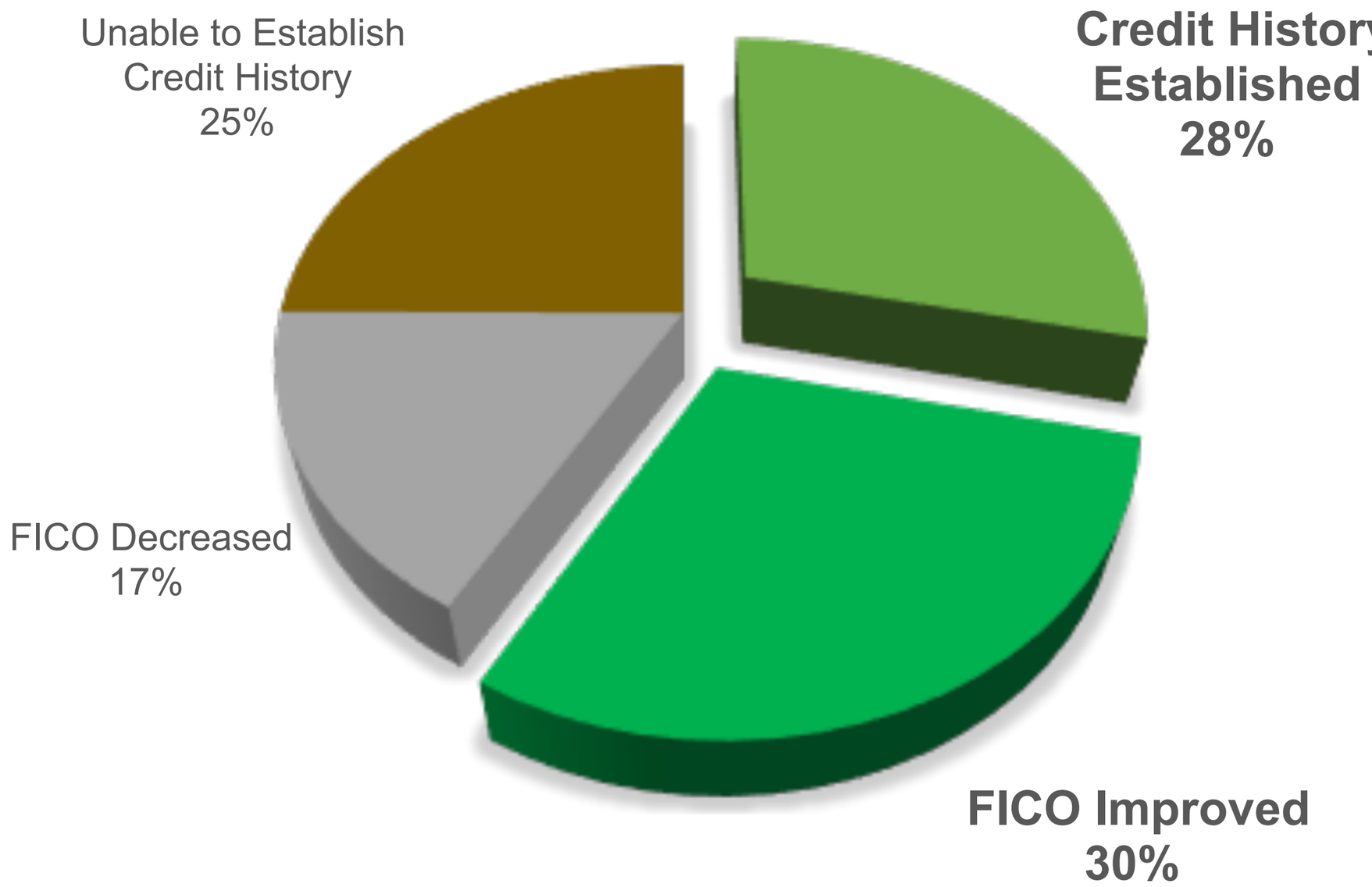
Tricolor recently opened a state-of-the art, 200,000 sf vehicle service center with over 12 acres of storage capacity just south of Dallas, Texas which accommodates 200 service bays, full paint and body shop, full car wash and detail, and a dedicated AutoZone parts facility

Establishing credit

Tricolor has been successful in helping borrowers to establish a bureau score by reporting to major bureaus, regardless of status, in order to ultimately mainstream credit invisible, or underserved borrowers. By helping its borrowers build credit history, Tricolor provides a path to ultimately accumulating wealth and a better future. "

- Through partnerships with Equifax and Experian, Tricolor has helped 28% of its borrowers with no credit score establish a credit history."
- Additionally, by o ffering affordable lending terms, an additional 30% of Tricolor customers have improved their FICO score after securing credit from Tricolor.

For the low income population, wealth creation and the American dream require credit.



Improving Financial Literacy

As an integral part of its strategy to mainstream its credit invisible target market, Tricolor engages customers in financial literacy programs featuring customized content to empower them to develop an understanding of personal financial management and ultimately, build a better future. "

Through its partnership with EverFi, Tricolor provides an online financial education curriculum for free to any consumer. Participation in the program has increased as a result of greater engagement with its existing customer base and through awareness and promotion, participation continues to grow."

Tricolor launched a partnership with Flourish to supplement our literacy initiative with technology that can be delivered online as part of our digital strategy." Flourish is a financial wellness platform that helps financial institutions attract, engage and retain consumers."

Our partnership focuses on these four specific objectives:"

1. Digital Engagement"
2. Financial Literacy"
3. Payment behavior change"
4. Improved Performance

External validation of its approach

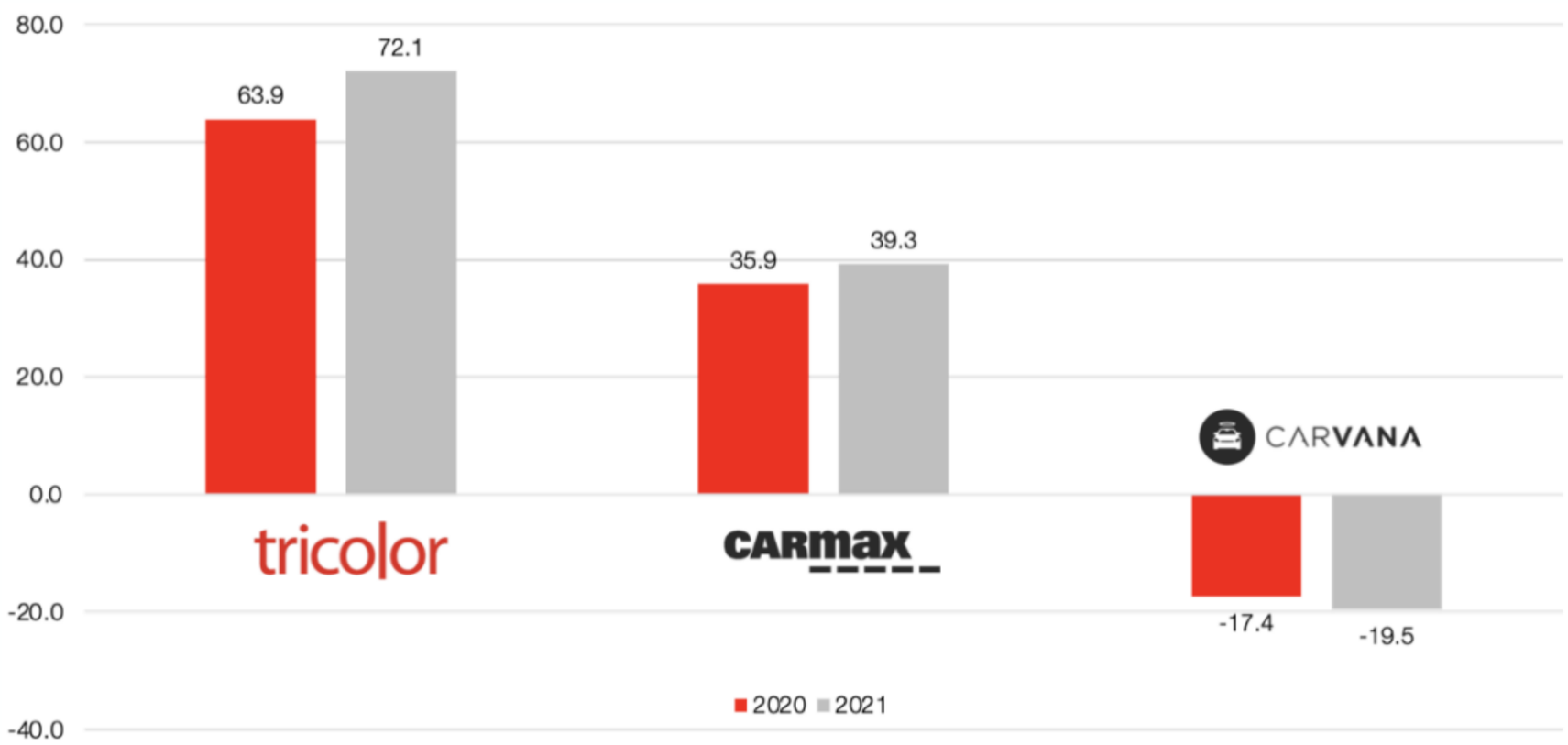
Tricolor has attracted significant validation for its ability to leverage technology to expand financial inclusion.

J.P.Morgan BARCLAYS	Seven well-received ABS transactions and only issuer in all of subprime auto ABS with loans backed by no- file borrowers
LendIt Fintech	Winner, "*Excellence in Financial Inclusion 2022* Finalist, "*Excellence in Financial Inclusion 2020*
FINOVATE AWARDS	Finalist, "*Excellence in Financial Inclusion 2020*
AFN	Winner, "*Auto Finance News Excellence in Technology*
CERTIFIED CDFI U.S. Department of the Treasury	In November 2019, Tricolor was awarded certi fication by the Department of the Treasury as a Community Development Financial Institution recognizing its commitment to financial inclusion."
BlackRock	In September 2021, Tricolor closed a $90 million preferred equity investment from BlackRock

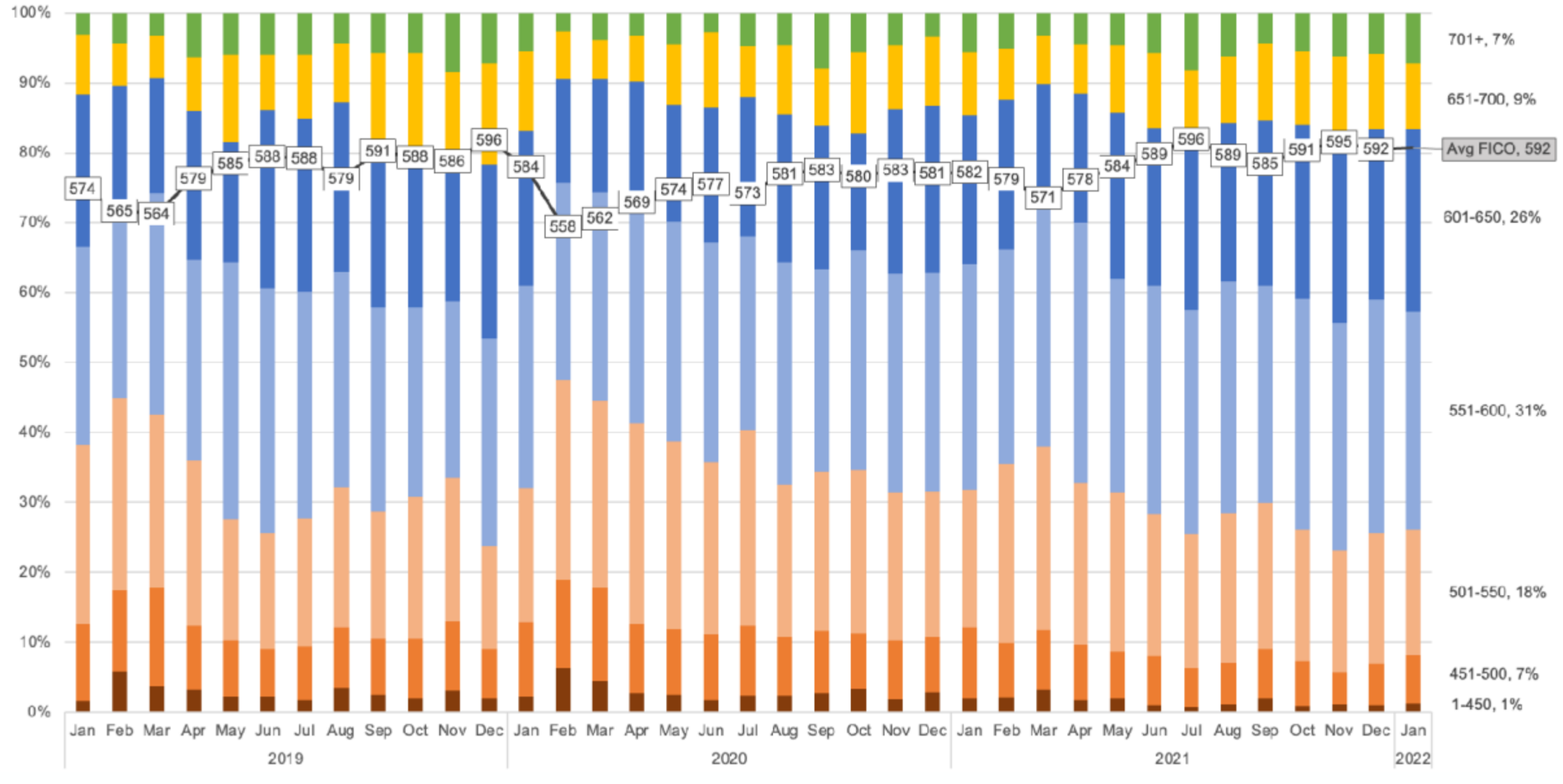
Consumer validation of its approach

Given that Tricolor's strategy is designed to leverage technology in order to place the customer at the center and provide a solution for its principal challenge of affordable and reliable transportation,

Superior reputation. Tricolor achieves Net Promoter Scores which are significantly than its national peers



Trusted brand. As a testimony to its superior value proposition, Tricolor attracts consumers well outside its target population. 16% of its borrowers are have prime credit.



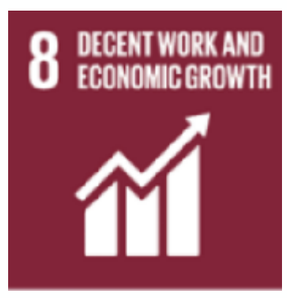
Social Bond Framework

Tricolor is committed to advancing the **Sustainable Development Goals (SDG)** as established by all United Nations member states in 2015 and speci fic to the Use of Proceeds for Tricolor's ABS Social Bond:



1.4. No Poverty

By 2030, ensure that all men and women, in particular the poor and the vulnerable, have equal rights to economic resources."



8.10. Decent Work and Economic Growth

Strengthen the capacity of domestic financial institutions to encourage and expand access to banking, insurance and financial services for all."



10.2. Reduced Inequalities

By 2030, empower and promote the social, economic and political inclusion of all, irrespective of age, sex, disability, race, ethnicity, origin, religion or economic or other status.

Alignment with Social Bond Principles

Tricolor's 2022 ABS Social Bond Framework aligns to the Social Bond Principles 2021 ("SBP"), as administered by the International Capital Market Association ("ICMA"), and addresses the following four core components:

1. Use of proceeds
2. Process for loan evaluation and selection
3. Management of proceeds
4. Reporting

The Social Bond Principles provide illustrative examples of"Social Project" categories including social projects that provide or promote access to essential services and/or socioeconomic advancement and empowerment. Through the 2022 ABS Social Bond Framework, we aim to expand financial inclusion among the financially underserved population. The Social Bond Principles, 2021 ("SBP") are voluntary process guidelines for best practices when issuing Social Bonds. The SBP recommend transparency and promote integrity in the social bond market. This framework covers Social Bond issuances by Tricolor Auto Acceptance.

Use of Proceeds

In accordance with the Social Bond Principles (SBPs), on the closing date, the net proceeds of the TAST 2022-1 transaction will be allocated solely to the acquisition of loans to borrowers within the Target Population set forth in this Framework.

The origination of loans to the Target Population and the acquisition of such loans by the Issuer of the related Designated ABS Social Bonds comprises an “eligible social project” with the objective of expanding financial inclusion by enabling (i) access to essential services through responsible lending products; and (ii) socioeconomic advancement and empowerment with respect to equitable access to financing opportunities and reduction of income inequality.

The loans in the transaction will be made to borrowers within the Target Population which consist of the financially underserved population which lacks equitable access to essential services, and are therefore, marginalized, due to the fact that they (i) are credit invisible, i.e. have no FICO score or (ii) are low income.

Loan Evaluation Process

A subcommittee of Tricolor’s Credit Risk Committee (the “Committee”), comprised of the Company’s CEO, CFO, Chief Credit Officer and other senior executives will be responsible for:"

- Reviewing and approving the 2022 ABS Social Bond Framework"
- Reviewing and approving the Loan Portfolio for each ABS Social Bond, including additions to the Loan Portfolio during the revolving period
- Reviewing and approving annual reporting"
- Reviewing the Post Issuance External Verification Report"
- Monitoring ongoing Social Bond market practices"
- Ensuring all Eligible Loans comply with Tricolor’s Lending Guidelines, which help mitigate indirect negative social impacts by o ffering responsible access to credit pro files in the target population

Eligibility Criteria

“Eligible Loans” must meet the following eligibility criteria:

Eligible Social " Product Category	Expand financial inclusion by enabling (i) access to responsible lending; access to essential services such as transportation; and (iii) socioeconomic advancement and empowerment with respect to equitable access to financing opportunities and reduction of income inequality. "
Eligibility" Criteria	Loans providing access to essential services for the purchase and financing of motor vehicles to the target population consists of consumers with 100% of the loans originated to: (i) no FICO or (ii) low income.* * *customer income is less than or equal to 80% of the median county income or less than or equal to 200% of the federal poverty threshold as de fined by the Community Reinvestment Act (CRA), the Federal Housing Finance Agency (FHFA), which includes Freddie Mac, and the United States Department of Health and Human Services (HHS)*
Social" Risks	The target population is subject to greater social risks because (i) their no FICO status is prohibitive to access to mainstream financial services, subjecting them to alternative financial services at much higher costs; and (ii) their low income and consequently, low level of liquidity leaves them unprepared to deal with any financial emergency. " " As a result, a key component of Tricolor’s model as described (see p.15) is to provide a superior quality, fully reconditioned vehicle to eliminate the likelihood of (i) default due to mechanical failure or (ii) a major mechanical repair which in turn, would trigger a high-cost loan and potentially, a downward spiral of predatory lending.

Environmental "
Risks

All loans are collateralized by high quality vehicles with a significantly (i) lower age and mileage and (ii) higher acquisition cost than otherwise available to this segment of the population. 100% of the vehicles which are transacted undergo a rigorous inspection and reconditioning process, Tricolor administers a state-regulated inspection to certify that all vehicles satisfy the emission standards. "

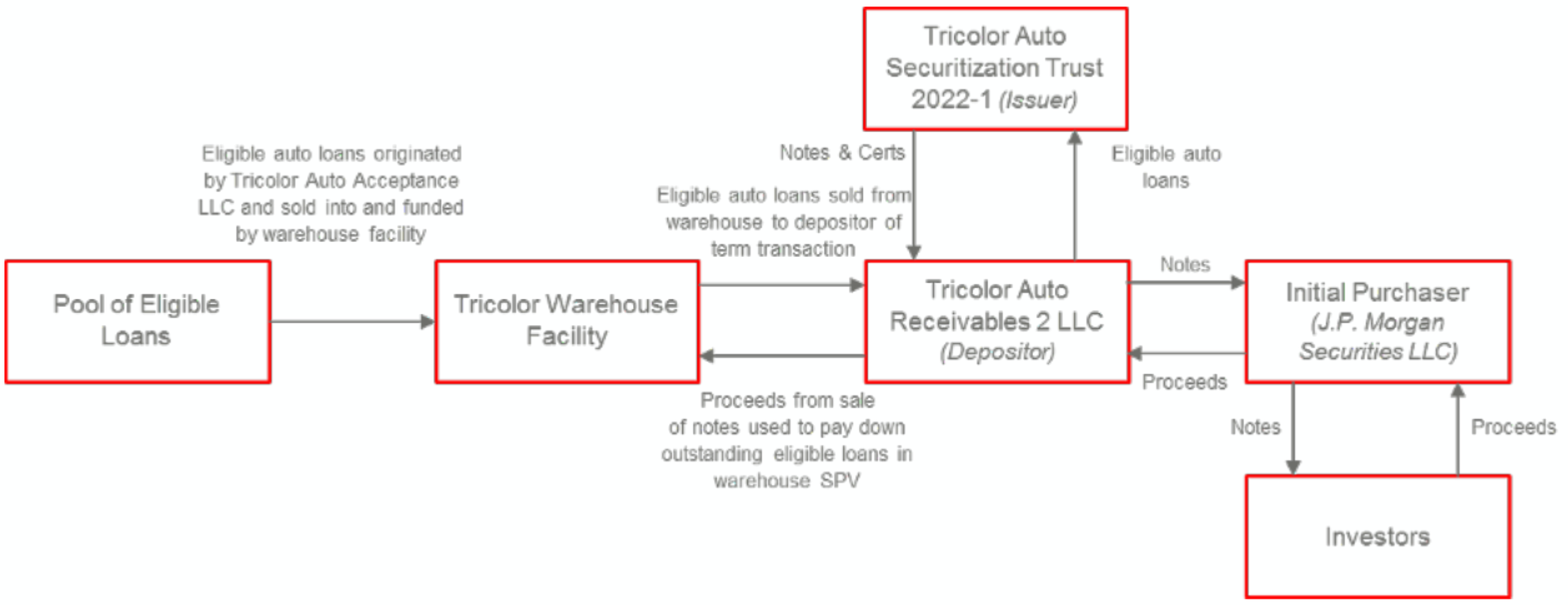
Federal vehicle emission standards are set through a combination of legislative mandates enacted by Congress through the Clean Air Act (CAA), and executive regulations managed nationally by the Environmental Protection Agency (EPA), which tightened requirements as recently as 2021."

“Eligible loans” to be included in the transaction will be sourced from:"

(i) Existing loans on balance sheet: The eligible loans contributed from the warehouse facility have already been extended and funded to the Target Population. The proceeds from the term securitization will be used to pay down the warehouse debt related to these loans, and the loans will then be transferred to the term transaction SPV at closing."

(ii) Additional originations during a Pre-funding Period. The Tricolor term transaction will include a 3-month pre-funding period, where proceeds from the term securitization are used to fund a pre-funding account and in turn that cash is used to purchase additional receivables in the 3 months immediately following closing. The assets purchased during the pre-funding period are subject to the loan eligibility criteria. Tricolor will disclose the percentage of the pool comprised of pre-funded assets with each transaction, and the amount is not expected to exceed 25% of the aggregate pool for any single transaction."

The chart below is a simplified illustration of the structure of the transaction, and the source of the eligible receivables and proceeds:



"

Management of Proceeds

Tricolor intends to allocate the net proceeds of the ABS Social Bond to acquire previously originated eligible loans from existing warehouse facilities and well as purchase newly originated eligible loans, consistent with the criteria detailed in the framework, during the pre-funding period. The proceeds allocated for such activity will be deposited into a third-party account held and managed by the Indenture Trustee of the Social Bond transaction, and those proceeds will then be utilized to purchase new eligible loans during the prefunding period. The look-back period for an eligible loan to be included in an underlying securitization pool for any" ABS Social Bond will be 36 months before the “Initial Cuto ff Date” for such ABS Social Bonds. "

After transaction closing, during the pre-funding period, a portion of the proceeds from the initial bond sale will be utilized to purchase additional receivables. Any issuance of ABS Social Bonds will be tracked and monitored by the Committee identi fied above to ensure that the net proceeds thereof will be used to acquire loans that meet the criteria identi fied herein. The Committee will ensure this information is updated quarterly for their review. This information will form the basis for Tricolor’s annual Allocation and Impact Reporting set forth below.

Reporting

Allocation Reporting

On a annual basis, until full allocation of the net proceeds from the sale of any Social Bonds, and on a timely basis in case of material developments, we will publish our Annual Sustainability Report on our corporate website that will include:"

1. The amount of remaining net proceeds from the sale of any Social Bonds that have been allocated to eligible loans, subject to con fidentiality considerations; "
2. The outstanding amount of net proceeds from the sale of any Social Bonds yet to be allocated to Eligible Loans at the end of the reporting period, though it is not expected for any net proceeds to remain unallocated at the time of the first published Annual Sustainability Report.

Impact Reporting

Tricolor will report on speci fic metrics to demonstrate its impact with respect to the following social purposes for the financially underserved population which ultimately expand financial inclusion:"

1. **Access to affordable credit.** 32% of the US Hispanic population lacks access to responsible lending because they are credit invisible. According to the Department of Homeland Security, as many as 12 million Hispanic immigrants are undocumented , representing 20% of the US Hispanic population. The low-income population is highly vulnerable and struggles with su fficient liquidity, underscoring the importance of a ffordability; the percentage of Hispanics considered as low income is 44% greater than the general population.

Impact Reporting (continued)

2. **Access to quality, dependable, essential services.**

Owning a vehicle is critical for the financially underserved consumer to survive in America. Only 5% of the US population uses public transportation . The Hispanic population is the most disadvantaged in terms of ability to work from home, due to fact that Hispanics are largely employed in industries which cannot accommodate remote work such as construction, hospitality, and agriculture. In fact, fewer than one in six Hispanics can transition to a remote working environment. "

"

3. **Socioeconomic advancement through credit building**.

For the low-income population, wealth creation and the American dream require credit which explains why average Hispanic household wealth is 88% less than the average White household. As an integral part of its strategy to build credit and achieve access to mainstream financial services, Tricolor will report on the percentage of borrowers who successfully build credit as a result of their loan with Tricolor.

Why these impact objectives go hand-in-hand

As part of its value proposition, Tricolor drives both physical and financial mobility, enhancing affordability with vehicle quality to eliminate the likelihood of (i) default due to mechanical failure or (ii) a major mechanical repair which in turn, would trigger a high-cost loan and in turn, downward spiral or predatory lending cycle. Tricolor's integrated strategy provides a path to optimizing loan performance and successful credit building. Through a balanced execution of increasing both physical and financial mobility, the underserved consumer achieves upward mobility.

Impact Reporting (continued)

On a quarterly basis and on a timely basis in the case of material developments, Tricolor will, subject to any applicable confidentiality obligations, report on its website a description of the following regarding the securitization pool for each unique Social Bond in connection with each of these three social impact objectives. For each reporting date, the following actual data will be provided as a comparison to the expected results to demonstrate the social impact:"

Social Impact	Impact Metrics	Expected	Actual
Access to affordable credit	Percentage of proceeds to Qualifying Loans	100%	
	% of borrowers with either no FICO or with household income below 80% of the median income	100%	
	Outstanding Principal Balance (OPB) of loans to borrowers with no FICO or with low income as % of the outstanding pool	100%	
Access to quality, dependable, essential services	% of borrowers who receive a free warranty	100%	
	% of warranty claims processed at no charge to customer	100%	
	% of installment payments procvessed with no fee to the customer	100%	
Socioeconomic advancement	% of borrowers who built a credit score with a major bureau	20%	

The methodology for which such quantitative measurements and determinations are made is based on a loan-level data file for which Tricolor maintains the ability to produce on a periodic month-end basis. The data tape file includes granular loan-specific characteristics for each unique loan and corresponding borrower included in the eligible securitization loan pool."

With respect to reporting on its ability to build a credit score for its borrowers, Tricolor has created a partnership with a major bureau which allows it to pull updated credit scores on each borrower in the pool monthly, enabling it to accurately track which borrowers have successfully established a score."

External Review and Second Party Opinion

Tricolor will request a qualified independent external reviewer to verify and provide third-party assurance with respect to the allocation of the net proceeds of any Social ABS Bond with the Tricolor Social ABS Bond Framework. This review will be carried out annually and Tricolor will post the external review report on the Tricolor Holdings website."

Tricolor has obtained and will make publicly available a Second Party Opinion ("SPO") from a consultant with recognized social expertise to provide an opinion on the social benefits of this Framework as well as the alignment to the SBP. The SPO will be available on the SPO provider's website pre-issuance.

Appendix: U.S. Treasury CDFI certification

Community Development Financial Institutions are certified by the US Treasury to support the American dream that everyone should have an equal opportunity to achieve prosperity and success through their own talent and hard work. "

CDFIs are private financial institutions that are 100% dedicated to delivering responsible, affordable lending to promote financial inclusion and help low-income and other disadvantaged people join the economic mainstream. "

In the 1960s and 1970s, while many Americans were prospering, low-income and minority communities were generally excluded from this economic growth because mainstream banks and institutions deemed these communities too risky for investment. There was a common practice among banks called “redlining” where the banks would draw red lines on physical maps around neighborhoods deemed too risky for investment. They refused to provide loans or financial services to those areas. Since so many parts of the country were prospering, there was a noticeable gap in opportunity, development, and wealth. In terms of access to financial resources, it was clear that these communities were left behind. In an effort to fight this discrimination, the government passed the Community Reinvestment Act in 1977. This act, known as the CRA, encouraged financial institutions to meet the needs of every part of the community they served. "

In the 1990s, after the U.S. Department of the Treasury’s Community Development Financial Institutions Fund (CDFI Fund) was established an organization that provides federal support to individual CDFIs serving low-income communities. Its establishment was critical in the development, organization, and modernization of the community finance industry. Traditional lenders were encouraged to support these activities and communities through revised regulations, requiring qualified loans and investments in CDFIs in order to fulfill these CRA requirements."

By providing financing to CDFIs, investors provide critical opportunities to the underserved population deserving of opportunities for accessing capital, by providing access to credit. CDFIs also provide financial education and technical assistance, credit counseling. Studies have confirmed that financial literacy programs often increase the likelihood that the borrowers will be successful and able to pay back their loan. "

CDFI certification is reviewed and renewed annually each March.

Disclaimer

The information and opinions contained in this Framework are provided as of the date of this Framework and are subject to change without notice. None of Tricolor, its subsidiaries or any of its affiliates assume any responsibility or obligation to update or revise any such statements, regardless of whether those statements are affected by the results of new information, future events or otherwise. This Framework represents current Tricolor policy and intent and is not intended to, nor can it be relied on, to create legal relations, rights or obligations. This Framework may contain or incorporate by reference public information not separately reviewed, approved or endorsed by Tricolor and accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by Tricolor as to the fairness, accuracy, reasonableness or completeness of such information. "

This Framework may contain “forward-looking statements” about future events and expectations. Forward-looking statements are generally identi fied through the inclusion of words such as “aim,” “anticipate,” “believe,” “drive,” “estimate,” “expect,” “goal,” “intend,” “may,” “plan,” “project,” “strategy,” “target” and “will” or similar statements or variations of such terms and other similar expressions. Forward-looking statements inherently involve risks and uncertainties that could cause actual results to differ materially from those predicted in such statements. None of the future projections, expectations, estimates or prospects in this document should be taken as forecasts or promises nor should they be taken as implying any indication, assurance or guarantee that the assumptions on which such future projections, expectations, estimates or prospects have been prepared are correct or exhaustive or, in the case of assumptions, fully stated in the Framework. No assurance can be given that any goal or plan set forth in forward-looking statements in this Framework can or will be achieved, and readers are cautioned not to place undue reliance on such statements which speak only as of the date of the Framework, and Tricolor does not undertake to update forward-looking statements to re flect the impact of circumstances or events that arise after the date the forward-looking statements were made. "

This Framework is provided for information purposes only and does not constitute a recommendation regarding the purchase, sale, subscription or other acquisition or disposal of any debt or other securities of Tricolor, any member of Tricolor or any securities backed by a security or insurance product of Tricolor. This Framework is not and is not intended to be, and does not form part of or contain an o ffer to sell or an invitation to buy, or a solicitation of any o ffer or invitation to buy, any such Securities. If any such o ffer or invitation is made, it will be done so pursuant to separate and distinct documentation in the form of an o ffering memorandum or other equivalent document and a related pricing term sheet (the “O ffering Documents”), and any decision to purchase or subscribe for any such Securities pursuant to such o ffer or invitation should be made solely on the basis of such Offering Documents and not these materials. In particular, investors should pay special attention to any sections of the O ffering Documents describing any risk factors. The merits or suitability of any securities or any transaction described in these materials to a particular person’s situation should be independently determined by such person. Any such determination should involve, inter alia, an assessment of the legal, tax, accounting, regulatory, financial, credit or other related aspects of the securities or such transaction and prospective investors are required to make their own independent investment decisions."

Aspiring to be the best of
doing well by doing good

tricolor

tricolorholdings.com

Exhibit 6

Wednesday, January 6, 2021

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V **Vanessa Mata <vmata@tricolor.com>** 8:16 PM

Issue Management 2021.xlsx

Issue log we will be covering today

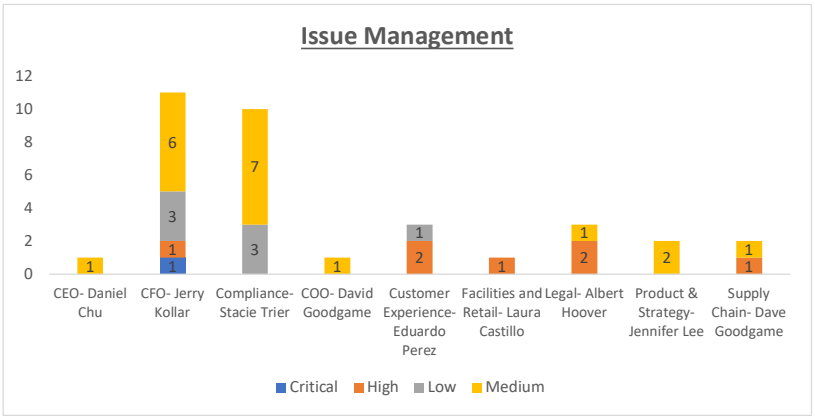
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ID	Discovery Channel	Issue Title	Short Description	Long Description	Discovery Date	Criticality Rating	Root Cause	Remediation Plan	# of Cust. Impacted	Target Containment Date	Containment Notes	Actual Containment Date	# of days from Actual Containment Date	Target Remediation Date	Remediation Notes	Actual Remediation Date	# of days from Actual Remediation Date	Recovery Amount	Recovery Notes	Target Close Date	Actual Close Date	Regulatory Impact (Y/N)	Regulation Impacted	Event Status	Event Owner	Accountable Executive	Level 0 Process	Level 1 Process	Level 2 Process
1	Complaint	CFPB Complaint - 1	CPI forceplace incorrectly	OSI information was not reflecting in autostar therefore cpi could have been charged	8/12/2019	High			1425	9/11/2019	stop manually forceplacing cpi for new loans.	8/26/2019	14	10/11/2019	completed audit of 1425 contracts showing wrong payments, refunds, and adjustments of 26k. correct numbers, send letter and then launch to wrote cause	11/15/2019	95	$ 35,000.00	Completed refunds and closed event	12/10/2019	11/15/2019			Event Closed	Eduardo Perez	Customer Experience- Eduardo Perez	Insurance	Insurance Administration	Insurance Administration
1	Complaint	CFPB Complaint - 2	Payment allocation	Due to forceplace cpi incorrectly, CBR could have been impacted	8/12/2019	High				9/11/2019	reviewed payment channels to assure payment allocation covered payment first then CPI	8/26/2019	14	10/11/2019	remediate any cbr impacts by pulling a daily eye on affected accounts to assure no negative impacts are showing on cust.	11/15/2019	95		Completed refunds and closed event	12/10/2019	11/15/2019			Event Closed	Eduardo Perez	Customer Experience- Eduardo Perez	Insurance	Insurance Administration	Insurance Administration
2	Self- Identified	Credit Reporting	Duplicate tradelines	Duplicate tradelines due to transfers	7/1/2019	High				7/31/2019	We are making corrections manually till dedicated employee is hired	11/15/2019	137	8/30/2019	Supressed data from reporting open tradelines	2/27/2020	241		We are making corrections manually till dedicated employee is hired	10/29/2019	2/27/2020			Event Closed	Mark Schmitz	Customer Experience- Eduardo Perez	Loan Administration	Credit Bureau Reporting	Credit Bureau Reporting
2	Self- Identified	Credit Reporting-2	Disputes are not corrected in DMS	Inaccurate disputes are only being corrected in e-oscar and not in autostar	7/1/2019	High				7/31/2019	All disputed corrections are reviewed and approved by me before submitting	11/15/2019	137	8/30/2019	Lowered fatal errors by almost 50%	12/1/2019	153		All disputed corrections are reviewed and approved by me before submitting	10/29/2019	12/1/2019			Event Closed	Mark Schmitz	Customer Experience- Eduardo Perez	Loan Administration	Credit Bureau Reporting	Credit Bureau Reporting
2	Self- Identified	Credit Reporting-3	Reporting repo/chargeoffs after 3 months old	Paid "repo/chargeoffs" accounts are still being reported	7/1/2019	High			27000	7/31/2019	Corrected 27k accounts that were missing close date. Will wait till next run to confirm corrections made a difference	11/15/2019	137	8/30/2019	Supressed data from reporting open tradelines	12/13/2019	167		Corrected 27k accounts that were missing close date. Will wait till next run to confirm corrections made a difference	10/29/2019	12/15/2019			Event Closed	Mark Schmitz	Customer Experience- Eduardo Perez	Loan Administration	Credit Bureau Reporting	Credit Bureau Reporting
2	Self- Identified	Credit Reporting-4	Incomplete personal information	Incomplete personal information is causing credit reporting issues	7/1/2019	High				7/31/2019	Post closing is now making corrections when needed and a report is sent out daily for missing information	3/15/2019	14	8/30/2019	Supressed data from reporting open tradelines	8/15/2019	45		Post closing is now making corrections when needed and a report is sent out daily for missing information	10/29/2019	8/15/2019			Event Closed	Mark Schmitz	Customer Experience- Eduardo Perez	Loan Administration	Credit Bureau Reporting	Credit Bureau Reporting
2	Self- Identified	Credit Reporting-5	Open accounts not updated in last 90 days	Closed accounts are still reporting	10/11/2019	High				11/12/2019	will reach out to Richard from Ignite consultants to review if closed date is required for step accounts/wecks	11/15/2019	35	12/10/2019	Supressed data from reporting open tradelines					2/9/2020				Event Closed	Mark Schmitz	Customer Experience- Eduardo Perez	Loan Administration	Credit Bureau Reporting	Credit Bureau Reporting
2	Self- Identified	Credit Reporting-6	Inquiries under different company name	Inquiries under Tricolor for genes and genes pa.	7/1/2019	High				7/31/2019	Talked to Experian they will give us a new subscriber code	11/15/2019	137	8/30/2019	Supressed data from reporting open tradelines					10/29/2019				Event Closed	Mark Schmitz	Customer Experience- Eduardo Perez	Loan Administration	Credit Bureau Reporting	Credit Bureau Reporting
3	Self- Identified	Repair Side Notes-Added to closed accounts	Repair side notes are added multiple times to same account. Unaware if multiple side notes are duplicate or not	Repair side notes added to closed accounts by service advisors	9/25/2019	Very Low				10/25/2019	Will monitor repair side note report to assure side notes are transferred to correct company.	10/25/2019	30	11/24/2019	Waiting till the end of year to close event due to last term settlements will be posted	12/2/2019	68		The last writeoff batch was put on hold till next month due to the CFPB. Going forward, collections will make a final attempt to collect ostensibles before writing off but title will be released during the collection efforts.	1/23/2020	12/2/2019			Event Closed	Andy Mata	Supply Chain- Dave Goodgame	Service	Service	Repair SideNotes
4	Self- Identified	Insurance tracking rules	Due to insurance rules we are accepting OSI insurance with deficiency.	Third party vendor is operating under rules that are creating process risk.	9/6/2019	Low				10/6/2019	Will request change to match disclosure rules during the change management meeting.	10/6/2019	30	11/5/2019	Meeting with Jerry today to go over tracking rules and requirements.	1/4/2020	120		Changed OSI requirements and approved tracking rules to match Berkshires old tracking rules. Working with Autostar to update following documentation.	1/4/2020	1/4/2020			Event Closed	Eduardo Perez	Customer Experience- Eduardo Perez	Insurance	Insurance Vendor Management	Insurance Vendor Management
5	Self- Identified	Facebook Leads	Due to access changes API's stop working for lookalike audience	Leads are not being pulled from facebook property	9/10/2019	High				10/10/2019	started importing the leads manually	9/23/2019	13	11/9/2019	Issue was fixed. Will request evidence from Eduardo	11/27/2019	78		Issue was fixed. Will request evidence from Eduardo	1/8/2020	11/27/2019			Event Closed	David Goodgame	Origination- David Goodgame	Origination	Social Media	Social Media
6	Self- Identified	California Civil Code 1798.5	Warranty contract	CA warranty may not contain required language to uphold requirements of CA civil code 1798.5	9/19/2019	Medium				10/19/2019	sent email to Hudson & Cook to verify if we meet CPO requirements by assigning a California license attorney to look into this a long with the deal jacket.	10/18/2019	30	11/18/2019	Hudson & Cook made some additional modifications to current warranty contract. Need to implement form.	12/1/2019	73		Added form to the closing package to ensure the updated form is being used	1/17/2020	12/1/2019			Event Closed	Vanessa Mata	COO- David Goodgame	Loan Administration	Sales	Sales
6	Self- Identified	California Civil Code 1798.6	Buyer's Guide	Need to review buyers guide to assure it meets BHPH requirements	9/19/2019	Medium				10/19/2019		10/18/2019	30	11/18/2019	Received notes from Dana from Hudson & Cook stating we are complying with the requirements. Waiting on final packet to need to be completed. Waiting on deal packet review	11/18/2019	60		Replaced buyers guide in Leadtrekk	1/17/2020	11/18/2019			Event Closed	Vanessa Mata	COO- David Goodgame	Loan Administration	Sales	Sales
6	Self- Identified	California Civil Code 1798.7	Advertising fair market value	CA BHPH requires to post the fair market value on each vehicle	9/19/2019	Medium				10/19/2019		3/6/2020	169	11/18/2019	fair market value disclosure form was provided by Hudson & Cook. Need to add to Leadtrekk	3/6/2020	169		Added form to leadtrekk to ensure its printed at the same time as the buyers	3/6/2020	3/6/2020			Event Closed	Vanessa Mata	COO- David Goodgame	Loan Administration	Sales	Sales
6	Self- Identified	California Civil Code 1798.8	5 Master Techs in California	If BHPH, need to verify if we need 5 master techs at each Genes location and a repair facility	9/19/2019	Medium				10/19/2019		10/19/2019	30	11/18/2019	5 master techs are currently working at our GM location	3/6/2020	169		5 master techs are currently working at our GM location	1/17/2020	3/6/2020			Event Closed	Vanessa Mata	COO- David Goodgame	Loan Administration	Sales	Sales
7	Complaint	Trade-In	Accepting trades that are not under customer name	DMV requires trade title to be under customer name, trades are being excepted where title is not under customer name	9/6/2019	Low				10/6/2019	Reached out to Hudson & Cook to identify risk	10/19/2019	43	11/5/2019						1/4/2020				Event Closed	David Goodgame	Origination- David Goodgame	Origination	Sales	Sales
8	Self- Identified	Title registration	Unable to register vehicles due to identification requirements	DMV requires foreign passport to register vehicle, unable to register unit without valid id which is causing repos and unable to register new sale due to previous reassignment not completed.	10/4/2019	High		We were understaffed for several months, and we had very little visibility to the drivers of delays and there was no way to notify them of the vendor's issues.	Hire 8-9 more Titled Clerks, hire manager, create dashboard, and identify timestacks of various drivers of research that have any different drivers	1/30/2021	Reached out to Hudson & Cook to identify risk	10/19/2019	15	12/3/2019	Hudson & Cook did not provide update, sent email last week to expedite the research. - Amanda Doyle	2/1/2020	120		Reviewing Hudson & Cook response that was received 11/25/2019	2/1/2020				Remediation	Eduardo Perez	Customer Experience- Eduardo Perez	Loan Administration	Title registration	Title Registration
9	Self- Identified	Recalls	Pending recalls are not showing up to register vehicles on time and recalls are not being disclosed to customers.	Must disclose open recalls during time of sale	9/26/2019	Medium	Due to several California litigations regarding recalls, we will start disclosing recalls going forward.	Requested meeting with Tom to discuss how disclosure form to date was being captured. I also requested a disclosure form from Hudson Cook to disclose open recalls. Once disclosure form is available, we will add form to time and request opt from rapid recalls to ensure all recalls are added to the form	406	10/25/2019	Discovered 77 inventory units have open recalls in Genes, 283 in Tricolor, 69 in Genes Ys and within a week we sold 53 units with open recalls. Sent email to Hudson & Cook to verify if disclosing the open recall on the vehicles and during the time of closing is enough to comply with the recall requirements.	10/25/2019	15	11/19/2019	Need to create process to discuss open recalls				Waiting on Dave to approve the process to address recalls. Dave will discuss topic with Daniel for approval.	1/18/2020				Remediation	Vanessa Mata	Supply Chain- Dave Goodgame	Service	Service	Service
10	Self- Identified	Multiple IVR's	We are using two different IVRs with different merchant companies and one IVR charges a fee of 4.95 per transaction to the customer.	Count YTD with no fees-30803 Count YTD with fee- 1897	10/7/2019	Low			1897	11/6/2019	Removed IVR fee from all companies except two. Working with Autostar to remove such fees for company 12 and 22. Will also update welcome letter and send out new IVR number and give payment options to all customers that paid using the IVR	11/6/2019	30	12/6/2019	Removed IVR fee from all companies except two. Working with Autostar to remove such fees for company 12 and 22. Will also update welcome letter to include new IVR number and give payment options to all customers that paid using the IVR	11/27/2019	51		Removed IVR fees from all companies except two. Welcome letter to include new IVR number and removed fee. New welcome letters are being sent out starting this month.	2/4/2020	11/27/2019			Event Closed	Andy Mata	Loan Servicing- Andy Mata	Loan Administration	Loan Servicing	Loan Servicing
11	Complaint	Wrongful Repo	Vehicle was repossessed due to issuing wrong barcode	At time of sale customer was provided with a PayNearMe bar code that happened to be associated with a different VIN/account.	10/16/2019	Low				11/13/2019	Customer's account has been reinstated and we are in the process of removing the charges. We will also do a call to them with removal of their personal property. Also, any fees associated with the account has been waived	11/15/2019	30	12/15/2019	Paynearme added a restrained in the system that will not allow agents to add ucc/lf only. Also, add ucc/lf only vin#	12/15/2019	60		Paynearme added a restrained in the system that will not allow agents to add ucc/lf only vin#	2/13/2020	12/15/2019			Event Closed	Andy Mata	Loan Servicing- Andy Mata	Loan Administration	Loan Servicing	Sales
12	Self- Identified	UW Control	Sales are approving level 3 leads	Sales has access to approve level 3 leads without actual upper management approval.	10/21/2019	Medium				11/20/2019	We are working with IT to implement the exception approval tracker. The ETA is end of this week and we expect to perform UAT early next week. You can put target completion date as 12/13.	12/6/2019	46	12/20/2019	We are working with IT to implement the exception approval tracker. The ETA is end of this week and we expect to perform UAT early next week. You can put target completion date as 12/13.					2/18/2020				Event Closed	James Li	Credit Risk/ Underwriting- James Li	Underwriting	Underwriting	Sales
13	Complaint	Third Party wrongful repo	Vehicles are assigned out for repo by different agents and follow ups are not done after account has been written off.	Vehicle was assigned out for repo a year ago and agent didn't close repo assignment after we lost ban on vehicle.	11/5/2019	Low				12/6/2019	Pulled report for all assigned repo's (1000 units) will check notes for each account, pull ban verifications for all units and will reassign out for repo once lien has been verified.	12/6/2019	30	1/7/2020	Reached out to third party, advise him that we have reassigned units back out for repo. We will need to pick up unit or we will call impound to pick up unit and he will not be able to pick up unit from Penn Ferry.	11/22/2019	14		Reassigned all out for repo units and centralized agents that receive repo updates	3/7/2020	11/22/2019			Event Closed	Andy Mata	Loan Servicing- Andy Mata	Loan Administration	Loan Servicing	Loss Mitigation
14	Complaint	CFPB Complaint- Transunion	Attempting to Collect on an unauthorized account	Customer stated that she are reporting to transunion an account that she did not open. Customer wants proof of signed agreement, if we cannot provide such we need to remove it from ban account	11/5/2019	High				12/6/2019	Trying to get in contact with customer since we cannot access or find her account	12/6/2019	30	1/7/2020	Will reach out to Transunion to verify if any account is being reported from Flex Company	3/7/2020	120		Answered CFPB complaint requesting more information	3/7/2020	3/7/2020			Event Closed	Eduardo Perez	Customer Experience- Eduardo Perez	Loan Administration	Credit Bureau Reporting	Credit Bureau Reporting
15	Self- Identified	Correspondence	Lack of internal mail process to receive and answer mail in a timely manner.	Created process for correspondence clerk.	1/14/2019	Low				12/4/2019	Hired a correspondence clerk that will distribute mail daily and keep track of sent mail.	1/14/2019	0	1/3/2020	Put a process in place for all received correspondence. Waiting to assure mail is being distributed to the right personnel.	12/24/2019	50		Put a process in place for all received correspondence. Waiting to assure mail is being distributed to the right personnel.	3/3/2020	12/24/2019			Event Closed	Vanessa Mata	Loan Servicing- Andy Mata	Loan Administration	Loan Servicing	Correspondence
16	Self- Identified	Flooring Wrecked Vehicles	We're currently flooring repossessed uninsured vehicles that may have damage as a result of a collision/accident	Wrecked repos are sent to copart without repairs and accounting is flooring unit.	11/21/2019	Medium				12/21/2019	Will send out discovery email once investigation is completed.	12/5/2019	14	1/20/2020	Rescheduled a meeting with Jerry to go over possible process failures		-43790		Rescheduled a meeting with Jerry to go over possible process failures	3/20/2020				Event Closed	Salvador Salas	CFO- Jerry Koller	Accounting	Accounting Administration	Wholesales
17	Self- Identified	System Outage Business continuity	When a system outage occurs we do not have a business continuity plan	Need to create a business continuity plan	12/1/2019	High	We do not have any in place	Business continuity (BC) refers to maintaining business functions or quickly resuming them in the event of a major disruption, whether caused by a fire, flood, or criminal attack by cybercriminals. A business continuity plan outlines procedures and instructions an organization must follow in the face of such disasters. It covers business processes, assets, human resources, business partners and more. The first step in creating a business is build a plan, process and test the plan.				5/30/2021			-43800	1/30/2020			-43800							Discovery	Hector Taborda	CFO- Jerry Koller	Business continuity	Policy	Policy
18	Blackrock Due Diligence Review 2020	State Law References in Company Policie	Company policies lack detailed references to applicable State Laws	Although company policies acknowledge the company must comply with applicable laws (e.g., (1) Texas Code; (2) Federal; (3) otherwise specific) none law obligations or comprehensively to applicable state laws and the obligations required.	6/18/2020	Low	Oversight in policy development	Compliance will work with Legal and outside counsel Hudson Cook to (1) identify applicable State Laws and (2) add detailed references to applicable state law including all states that Company operates in (currently TX, CA and NV) and (3) Head of Operations will oversee making updates due to changes in law (regulatory change management)	none	9/30/2021			-44000	9/30/2021			-44000	none					Nl	non	Discovery	Vanessa Mata	Compliance- Stacie Trier	Policy and Procedures	Compliance	Compliance
19	Blackrock Due Diligence Review 2020	California Consumer Privacy Act	Need to supplement its Tricolor Auto Group – CCPA Policy	Develop materials addressing its compliance obligations under the California Consumer Privacy Act, which took effect on January 1, 2020, to better implement its purposes.	6/18/2020	Medium	Process Weakness	(1) Re-evaluate CCPA compliance gaps and Best Practices to identify areas of applicability. For areas of applicability, implement controls, identify and remediate any control gaps. (2) Formalize Regulatory Change Management Process to ensure that Regulatory Changes are well-managed to implementation and closure		7/15/2020	Will need to determine if CA will continue to sell cash cars first before we can start the CCPA process.		-44000	8/17/2020			-44000							Discovery	Vanessa Mata	Compliance- Stacie Trier	Policy and Procedures	Compliance	Compliance
20	Blackrock Due Diligence Review 2020	Texas Contracts	Translating Contracts	Should include translating Texas contracts because it is also marketing to Texas consumers in Spanish.	6/18/2020	Low	Oversight in policy development	(1) Compliance will work with outside counsel to create a spanish language version of the Texas Contract, and contract to systems, distribute, and update to Head of Operations (2) Head of Operations will distribute change memo to executive. If change memo to execute use. (English version of contract will be executed version, Spanish version will be provided as a courtesy for customers)		7/15/2020	Received translated copy from Hudson & Cook. Need to implement in the system	7/15/2020	31	8/17/2020	Received contract from Hudson & Cook. Need to work with training lead to implement process and determine if we will have customer sign Spanish contract only or only make it available for translation purposes only.	11/17/2020	152			10/15/2020				Remediation	Vanessa Mata	Compliance- Stacie Trier	Contract Disclosures	Compliance	Compliance
21	Blackrock Due Diligence Review 2020	Conditional Sales Contract- CA	Song-Beverly Disclosure is not included in Contract	The Song-Beverly Consumer Warranty Act(7 ("CSW"), requires that a buyer of consumer goods be provided, by private certain disclosures in a conspicuous writing attached to the goods.88 We recommend that the disclosures also appear in the Retail Installment Contract and Security Agreement. The Conditional Sale Contract and Security Agreement do not match the disclosures in Cal. Civ. Code § 1792.4(a).	6/18/2020	Medium	During the Blackrock review, Hudson Cook requested additional disclosures to be added to comply with ASFA and other applicable California law.			7/15/2020	Received actual disclosures from Hudson & Cook. Sent contract to vendor to update their contract	7/19/2020	31	8/17/2020	Received actual disclosures from Hudson & Cook. Sent contract to vendor to update their contract	10/28/2020	132			10/15/2020				Remediation	Vanessa Mata	Compliance- Stacie Trier	Contract Disclosures	Compliance	Compliance
22	Blackrock Due Diligence Review 2020	Events of Default; Payment Assurance Device.	Disclosure Statement & Agreement for Installation provides that tampering with, altering, disconnecting, or removing the device constitutes a default under the retail installment sales contract.	Should add this provision to the retail installment contract	6/18/2020	Medium	During the Blackrock review, Hudson Cook requested additional disclosures to be added to comply with ASFA and other applicable California law.	Hudson Cook recommended to remove this provision because its the NOI since the form has generated significant litigation attention in California		7/15/2020	Received actual disclosures from Hudson & Cook. Sent contract to vendor to update their contract	7/19/2020	31	8/17/2020	Received actual disclosures from Hudson & Cook. Sent contract to vendor to update their contract	10/28/2020	132		Disclosures required were provided by Hudson Cook as well as the guidance on where they should be added in the contract. We are currently working with a third party vendor to make the changes needed. Once changes are completed, we will replace the RISC with the updated version in IDMS.	10/15/2020				Remediation	Vanessa Mata	Compliance- Stacie Trier	Contract Disclosures	Compliance	Compliance
23	Blackrock Due Diligence Review 2020	NOI	If the Company does not comply with the "no further inquiry" rule, its ability to collect deficiency judgments from California debtors is questionable.	We generally recommend including language stating that any amounts not expressly stated in the NOI are waived.	6/18/2020	Medium		Requested guidance from Hudson & Cook on whether this can be added, we are waiting to complete and review final version before adding updated NOI in IDMS		7/15/2020	Hudson & Cook provided the necessary disclosures. Will need to make changes to the form and resend for approval.	7/19/2020	31	8/17/2020	Hudson & Cook provided the necessary disclosures. Will need to make changes to the form and resend for approval.	10/28/2020	132			10/15/2020				Remediation	Vanessa Mata	Compliance- Stacie Trier	Stlekdory Letter	Compliance	Compliance
24	Blackrock Due Diligence Review 2020	Contract Cancellation Agreement	The space for the buyer to exercise the buyer's right to cancel the purchase is at the bottom of the first page of the agreement, rather than at the "bottom of the […] agreement."75	There is only one copy of the cancellation statement, rather than the two copies that the Dealer Law requires (and the Contract Cancellation Option Agreement itself claims that the buyer will receive two copies).76	6/18/2020	Medium	Hudson Cook also recommendedd a minor change to the form to comply with dealer laws.			7/15/2020	Sent form to vendor to update form	7/19/2020	31	8/17/2020	Sent form to vendor to update form	10/28/2020	132		Disclosures required were provided by Hudson Cook as well as the guidance on where they should be added in the contract. We are currently working with a third party vendor to make the changes needed. Once changes are completed, we will replace the RISC with the updated version in IDMS.	10/15/2020				Remediation	Vanessa Mata	Compliance- Stacie Trier	Contract Disclosures	Compliance	Compliance
25	Hudson & Cook Compliance Assessment 2019	Potential issue for Other Deal Jackets	There is a separate Optional Product and Services disclosure requirement under the ASFA if the deal includes an insurance product, debt cancellation agreement, service contract, theft deterrent product, surface protection product, or a contract cancellation option agreement. See Cal. Civ. Code 2982.2. Hudson Cook does not disclose these items. Please keep it in mind for the others.	Ensure proper disclosure is part of the closing process	3/1/2018	Low	During the Blackrock review, Hudson Cook requested additional disclosure to be added to comply with ASFA and other applicable California law.			3/31/2018	Reqeated form from Hudson & Cook. Waiting on IDMS to add to their system as a closing document.	7/19/2020	871	4/30/2018	Requested form from Hudson & Cook. Waiting on IDMS to add to their system as a closing document.	10/28/2020	972			6/29/2018				Remediation	Vanessa Mata	Compliance- Stacie Trier	Contract Disclosures	Compliance	Compliance
26	TX OCCC Exam 2020	Disposition date		Tricolor must wait the minimum 20 days before waiving or cancelling the debt so as to allow for any objection to be received as required by law.	9/10/2020	Medium				10/10/2020	Sent email to Andy/Sara to create controls to avoid charge-off before disposition date.	9/10/2020	0	11/9/2020			-44094			1/8/2021				Discovery	Troy Stark	COO- David Goodgame	Service	Service	Service
27	TX OCCC Exam 2020	GDL Licenses	GDL is operating without a branch license	Must retroactively apply for a registered office license for the Guadalajara office in Mexico and tender the appropriate license fees, late filing fees, and assessments for the location in question.	9/10/2020	High				10/10/2020	Laura C. applied for branch license	9/10/2020	0	11/9/2020	Laura C. applied for branch license	11/16/2020	67			1/8/2021				Remediation	Laura Castillo	Facilities and Retail- Laura Castillo	License	Facilities and Retail	License
28	Hudson & Cook Compliance Assessment 2019	Credit Application	Customers are signing the credit application with missing information.	The printed credit application is not generating all information that is being added by the customer.	10/19/2020	Medium		During the Compliance Review, Hudson Cook realized the credit application in CDE was not generating all information that is being gathered under the credit application tab. They recommended to ensure all questions/responses are added to the credit application that is signed by the customer.		11/18/2020			-44123	12/18/2020	Sent email to Alejandro to perform state inspections on all vehicles		-44123		Will need to review credit application and the credit application in CDE to see if the questions are not added in the credit application that is printed. Once questions are identified, we will work with Sireesha and team to make the necessary changes in the system.	Sent email to Alejandro to perform state inspections on all vehicles	2/16/2021				Discovery	Vanessa Mata	Compliance- Stacie Trier	Credit Disclosures	Compliance	Compliance
29	Self- Identified	State Inspections	Consumers are being passed the wrong fee and Company potentially did not perform the state inspection.	California stopped performing state inspections to all inventory and consumers are being passed the wrong fee.	10/19/2020	High		California does not require vehicles within 2 years old to be smog, therefore, Alex proposed for us to remove the smog fee completely.		2/1/2020	Sent email to Alejandro to perform state inspections on all vehicles	10/25/2020	6	12/18/2020	Sent email to Alejandro to perform state inspections on all vehicles					2/16/2021				Remediation	David Goodgame	Supply Chain- Dave Goodgame	State Inspections	Service	Service
30	Self- Identified	Auto Premier	Customers are signing the auto premier disclosure which states the benefits of the program but the program does not exist anymore.	Company stopped offering auto premier benefits in Aug 2020 but customers were still signing the auto premier disclosure stating the benefits of the program.	10/19/2020	Low		Program was not being executed consistently across the various CA stores as it was a program that was not communicated well to transition from management to the next. In addition, no technical support or documentation available. The program was not profitable as shown, however should have been communicated to customers in early 2019.		2/1/2021	Talked to Andy/Jonathan to make them aware and asked to honor any request from customers.	10/25/2020	6	12/18/2020	Talked to Andy/Jonathan to make them aware and asked to honor any request from customers.					2/16/2021				Remediation	Mark Schmitz	Customer Experience- Eduardo Perez	Reward Program	Contract Disclosures	Compliance
31	Self- Identified	Credit Reporting Disputes	Determined that 60% of our indirect disputes were deleted and direct disputes are not being tracked	Per FTC Consent order, indirect/direct disputes must be answered accurately and tracked	10/29/2020	High		Employee was not aware of the appropriate steps to take. Not documented process. Using a...	Document process, re-assess current CBR employees, create reassessment tools in be able to m...	2/15/2021	Sent email to Katie and Mark. Stated they will hire a new credit reporting analyst	10/29/2020	0	12/28/2020			-44133			2/26/2021				Discovery	Mark Schmitz	Customer Experience- Eduardo Perez	Credit Reporting	Credit Bureau Reporting	Credit Bureau Reporting
32	Lawsuit	California Wage and Hour Compliance	Class Action/PAGA lawsuits alleging W&H violations		12/3/2020	High				1/2/2021				2/1/2021						4/2/2021				Remediation	David Goodgame	Legal- Albert Hoover	Human Resources	Legal	Legal
33	Lawsuit	TCPA case	Including idms. Need to complete TCPA due diligence for the entire team that sends text messages.	All texting and calling capabilities should respect do not call lists and the ability to unsubscribe from further text messages.	12/3/2020	High	Requirements for texting capabilities did not account for compliance.	Majority of calling and texting capabilities are go through vendors		8/31/2021														Remediation	David Goodgame	Legal- Albert Hoover	Collections	Legal	Legal
34	Lawsuit	California deceptive sales practices	Repeating legal actions alleging defective vehicles		12/3/2020	High																		Remediation	David Goodgame	Legal- Albert Hoover	Service	Legal	Legal

35	Self- Identified	TILA/ Reg Z Compliance	Marketing TILA/ Reg Z Compliance	Ensure Lead Gen, SQL and Digital Marketing teams are TILA compliant. On going process, to ensure compliance in marketing / add CFO/Controller marketing channel come through review	12/3/2020	Medium	During marketing compliance reviews, we realized marketing requires additional compliance training specifically with TILA regulations	Created training material for TILA disclosures and other important regulations that pertain to marketing.	2/1/2021															Discovery	Vanessa Mata	Product & Strategy- Jennifer Lee	Marketing and Lead Gen/ SQL	Marketing and Lead Gen/ SQL	Marketing and Lead Gen/ SQL
36	Self- Identified	PII Data Security	PII Data Storage Policy and Procedure	There are several places we store PII data as part of the Loan Application process. This data is not strongly encrypted nor readily hidden on several screens. This encryption also needs to be applied to the data at rest in our database(s) which is data with things like driver license numbers, social security numbers, etc...	12/3/2020	Medium	Implementation pre-dated compliance review and requirements were missing non-functional requirements around securing PII.	Data access needs to be documented as key points of access enforce encryption and access requirements. Key data fields need to be encrypted at rest in the database. Access to data needs to the database can't immediately query PII information. Key screens in Hoolicreate.net need to be masked, to not immediately show PII data	12/31/2021															Discovery	Tom Kharowski	Product & Strategy- Jennifer Lee	Product	Product	Product
37	Self- Identified	Lack of Segregation of Duties	Certain users have access (within and between systems) with no oversight or review that can cause undetected errors, or allow the ability to commit fraud or theft	Within financial systems (Oracle, ADP, Bank Systems) there is no comprehensive review for segregation of duties rules and conflicts. Specifically, Oracle Payables - Invoice Entry and Payable - Vendor Master management & invoice entry and modification, as well as Payroll for entry and approval of rate changes, and bank account changes. Currently, no cross system access that cannot be identified at this time.	12/1/2020	Medium	Decentralized systems with no centralized 'Tricider' user access process or monitoring or control oversight	Centralized IT ownership of user provisioning with business leader approval, and leading a user access control to review periodically. Implement Oracle Risk Manager to identify SOD issues and break apart in current roles & responsibilities	12/31/2021	Asking Deloitte to run SOD analysis within Oracle to remediate that piece. Will need an IT plan to provide further analysis.														Discovery	Maggie Shoop / Hector Trabador	CFO- Jerry Koller	Finance / IT	Finance / IT	Finance / IT
38	Self- Identified	Accounting - Staffing, Training and Procedures	Accounting department was not staffed with technical accountants, and also not adequately trained in GAAP accounting, internal work procedures and accounting policies and controls.	Accounting team knowledge is undocumented, and resides with individuals. Many GAAP accounting policies and controls (lease, escheatment, etc). Standard accounting controls were not documented or performed (such as account reconciliations and management review). Lack of training among CPA and Accounting Bachelors / Masters expertise to under and record accounting transactions to US GAAP requirements.	12/1/2020	Low	Staffing competency	Upgrade certain staffing 2021 goals will require cross training and documentation of policies and procedures to be a requirement Implement tools : Workiva SOX, Blackline	12/31/2021														Discovery	Maggie Shoop	CFO- Jerry Koller	Finance	Finance	Finance
39	Self- Identified	Delegation of Authority - for purchases & contractual agreements is not clear / not followed	Lack of delegation of authority makes it unclear on who is responsible for entering into and approving spend on behalf of the company.	Approvals for AP invoices or other spend is not authorized pre spend. There is no comprehensive policy in place around delegation of authority rigor. Contracts and other agreements obligating the company without appropriate approval could cause financial reporting issues, and/or misaligned business decisions.	12/1/2020	Medium	No comprehensive policy in place Lack of systems for visibility/compliance	Document a delegation of authority policy for contracts / approval requirements. Received Executive / Board approval Configure systems to align with this policy (Coupa/Ariba / Ironmaster / Oracle) Train Leadership on the policy (Consult?)	12/31/2021	Stacie Trier organized a demo of Veriminder as a potential contract manager solution.														Discovery	Vanessa Mata	Compliance- Stacie Trier	Compliance	Compliance	Compliance
40	Self- Identified	SOX Documentation, Risk and Controls	No documentation exists around critical financial processes as required by SOX (flowchart, narrative, RACM). Additionally controls to ensure the financials statements are complete and accurate (if they do exist) are not being monitored for adherence and compliance (SOX 404)	As we are working to become a public filer, having SOX documentation, risk and controls identified and gaps remediated is critical to ensuring complete & accurate financial statements which the CEO/CFO are personally certifying (SOX 302/906).	12/1/2020	Medium	Private company does not require this type of documentation/rigor	Implement Sox Workiva SOX module to document critical key processes and procedures (Narrative, Flowchart, RACM). Additionally, SOX module can mitigate wastes as required as it is business.	12/31/2021	Deloitte engaged to review and document current processes Negotiated Workiva contract for repository for SOX & ERM.														Discovery	Maggie Shoop	CFO- Jerry Koller	Finance	Finance	Finance
41	Self- Identified	Accounting - Close Timing & Related Analysis	Slow close does not leave time for analytics and causes P/s to be reviewed to business for decision making.	Close currently takes several weeks to perform, analysis is minimal. Need to shorten close to maximum of 5 business days. Additionally, analytics should be performed on close shortly thereafter to ensure completeness, accuracy and allow business to react and adjust accordingly, and allow time for financial reporting as required by banking agreements.	12/1/2020	Medium	Staffing competency	Documenting all required close processes (example - journal entries that are to be booked, reviewed for accurate close is being performed timely). Identify and resolve any issues / delays within GL GAAP requirements. Create and automate reporting package for leadership	6/30/2021	Accounting goals to accelerate close and create an analysis packet for leadership. Have quote from Workiva for a Financial Reporting tool when SOX is implemented. Have contracted with Blackline that has a variance analysis package. Kicking off implementation.														Discovery	Maggie Shoop	CFO- Jerry Koller	Finance	Finance	Finance
42	Self- Identified	AP System Integration Issues: Oracle/Omnipus	Omnipus feed to Oracle is faulty, causing vendor invoices to not be recorded in GL or queued for payment	The system integration between Oracle and Omnipus which was developed by Oracle Consultants in 2019 is faulty, built on a Quickbooks feed not an Oracle feed) causing invoices to not be passed, which causes our financial statements to be mislaid, and vendors are frustrated since they provided invoice yet they must resend for it to be queued for payment. Additionally, duplicates in the process internally (causing duplicate work)	12/1/2020	Medium	Rush to put in Omnipus system (due to Deloitte recommending platform) Lack of Oracle administrative support	Troy Stark selected Omnipus as replacement. Must ensure AAT has AP approvals configured and controlled appropriately (to ensure invoices are approved), and Ensure that integration to ERP and Oracle is appropriate by using Oracle Platinum Partner to design / test and move to production in a controlled manner.	12/31/2021	AP team is currently manually reviewing all invoice copies to Oracle to ensure completeness and accuracy. We are working to select an Oracle Platinum Partner to code out this integration report to ensure invoices or intervention would be required.														Discovery	Maggie Shoop	CFO- Jerry Koller	Finance	Finance	Finance
43	Self- Identified	Internal Audit - not developed	Lack of internal audit department could lead to compliance or bad business practices continuing without identification	Lack of internal audit department could lead to compliance or bad business practices continuing without identification	12/1/2020	Low	Private company does not require this type of documentation/rigor	Identify appropriate timing to outsource or hire Internal Audit to support SOX or other public	12/31/2021	Determine timing and hiring/outsourcing internal audit department														Discovery	Jerry Koller	CFO- Jerry Koller	Finance	Finance	Finance
44	Self- Identified	Strategic Treasury - not developed	No strategic treasury / cash management team exists despite our complex banking and lending structures. Could cause liquidity issues if not closely managed which fails onto CFO help on top of rest of CFO responsibilities		12/1/2020	Medium	Smaller company does not require this type of documentation/rigor	Hire support for Treasury / cash tracking and strategy	12/31/2021	Determine timing and hiring/outsourcing treasury department or visibility tool														Discovery	Jerry Koller	CFO- Jerry Koller	Finance	Finance	Finance
45	Self- Identified	Human Resources - outsourced	Lack of internal human resource leader has lack of accountability and focus around hiring and compensation practices, knowledge of statutory requirements (California, COVID, etc) and not a fully aligned human capital strategy to attract, develop and retain key talent		12/1/2020	Medium	Strategic Choice	Tricider will recruite for an HR-Executive and re-evaluate outsourcing strategy to ensure effectiveness.	1/15/2021	Determine timing and hiring of HR leadership														Discovery	Daniel Chu	CEO- Daniel Chu	Human Resources	Human Resources	Human Resources
46	Self- Identified	System/Datacenter High Availability and Disaster Recovery	CRMCDE system and database have single point of failure	Current our Datacenter and system/applications/databases in the datacenter are in single point of failure. If any major disaster may happen with current datacenter or high systems in it, we will face huge business impact due to unavailability / failover. A manual process may take from 24 to 48 hours process. We are evaluating to move systems, applications and databases t a cloud services and built a Full DR.	1/15/2020	Critical	Company has governed and many locations are depending on critical applications and databases from our datacenter. Now we find the need to have a high availability and Disaster Recovery program.	Execute an assessment to create a business case. Financial, Timeline, Milestone to move systems and applications to a cloud provider.	6/30/2021	IT has built and planning to complete testing of the CRMCDE high availability system in the xene datacenter by 12/18/2020. We have started reviewing options to move the xene datacenter to the cloud to improve the overall resiliency of their high availability and disaster recovery datacenters. Assessment starts in January 2021 with a plan to complete migration Q2, 2021														Event Closed	Hector Taborda	CFO- Jerry Koller	Information Technology (IT)	Information Technology (IT)	Information Technology (IT)
47	Self- Identified	Email Security and Protection	IT has identified Common threats to e-mail systems include the following: Malware. Increasingly, attackers are taking advantage of e-mail to deliver a variety of attacks	IT has identified Common threats to e-mail systems include the following: Malware. Increasingly, attackers are taking advantage of e-mail to deliver a variety of attacks. Many organizations through the use of malware, or "malicious software," that include viruses, worms, spyware, business email compromise, and other inbound threats. Our email system requires to have additional security tools including Two Factor Authentication and Advanced Threat protection.	7/19/2020	Medium	Discovered to initial assessment. Meet requirements for insurance Policy. Milestone for the Cybersecurity program.	Implemented email two factor authentication and email Advanced Threat Protection.	12/22/2020	Implementing different procedures and techniques for protecting email systems from threats and unauthorized access, loss or compromise. Deploying two-factor authentication. Enabling advanced email threat protection tools and email security awareness program by 12/18/2020														Discovery	Hector Taborda	CFO- Jerry Koller	Information Technology/Cybersecurity office	Information Technology/Cybersecurity office	Information Technology/Cybersecurity office
48	Self- Identified	Access Controls/Active Directory additional security	The need to review, close security gaps and access controls to current on premises and Azure Active Directory (AD) environments to ensure both environments are secure and set up according to best practices. Reduce risks of attack surface of an Active Directory	We have discovered the Active Directory has many accounts from Employees and Contractors already left the company. We also found the AD enterprise architecture requires to be reviewed to ensure the best practices are in place. We have a plan to to execute full AD assessment, build process, controls, policies and architecture for one of the most important system in IT.	10/1/2020	Medium	Missing Access Controls. Process to remove or archive employees and contractors accounts no longer in our company.	First step is to execute a full assessment, find risks, issues and gaps. Remediate the risks and issues and make changes to mitigate risks and future potential issues	6/30/2021	We have scheduled to start an AD and access controls assessment providing architectural guidance improve the security posture of the AD, identify risks, issues and gaps found. Assessment start beginning of January 2021 and expecting to complete remediation Q1, 2021														Discovery	Hector Taborda	CFO- Jerry Koller	Information Technology/Cybersecurity office	Information Technology/Cybersecurity office	Information Technology/Cybersecurity office
49	Self- Identified	Employee onboarding/off boarding	on boarding/off boarding access	Current Onboarding and offboarding process is very manual for access request, IT equipment, managers approvals and at departure time, collecting IT equipment, notification, and revoke access. We have identified a tool that we are doing research a tool integrated with ADP, IT, and Management to executive this process less manual. My understanding is a new HR executive will be arriving in Tricider. IT will work with the HR executive to define a tool to help use to reduce risks and issues with current manual process.	12/15/2020	Low	Accounts and access are not disable on time when employees or contactors left the company. IT equipment are not recovery. Onboarding process is very slow and access are very manual	There several tool in the market to integrate systems and process to make the onboarding and offboarding process successfully	9/30/2021														Discovery	Hector Taborda	CFO- Jerry Koller	Human Resources	Access Controls	Access Controls

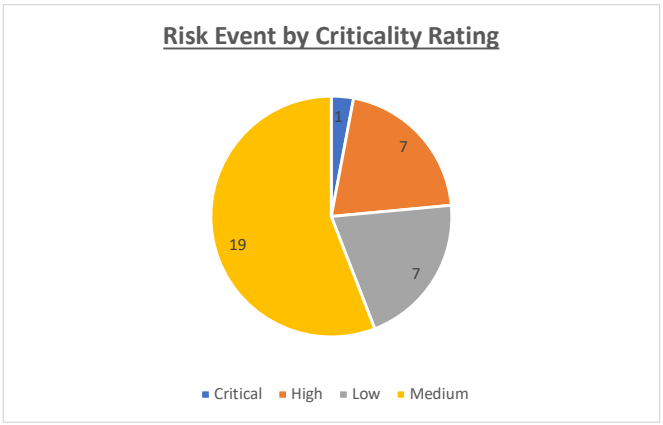
Event Status (Multiple Items)

Count of ID	Column Labels				
Row Labels	Critical	High	Low	Medium	Grand Total
CEO- Daniel Chu				1	1
CFO- Jerry Koll	1	1	3	6	11
Compliance- Stacie Trier			3	7	10
COO- David Goodgame				1	1
Customer Experience- Eduardo F		2	1		3
Facilities and Retail- Laura Castill		1			1
Legal- Albert Hoover		2		1	3
Product & Strategy- Jennifer Lee				2	2
Supply Chain- Dave Goodgame		1		1	2
Grand Total	**1**	**7**	**7**	**19**	**34**



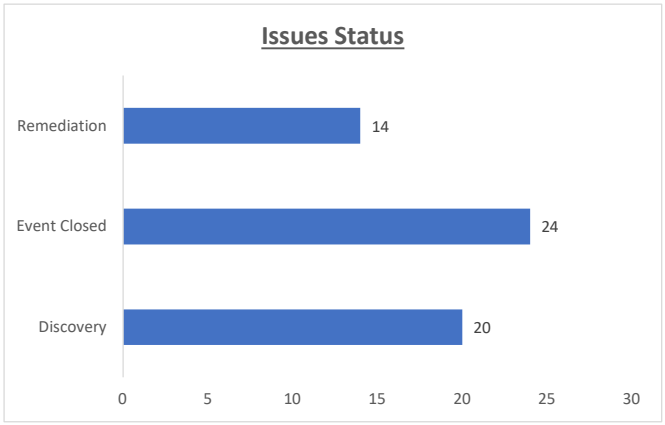
Event Status (Multiple Items)

Row Labels	Count of ID
Critical	1
High	7
Low	7
Medium	19
Grand Total	**34**



Issue Title (All)

Row Labels	Count of ID
Discovery	20
Event Closed	24
Remediation	14
Grand Total	**58**



Count of ID	Column Labels					
Row Labels	Critical	High	Low	Medium	Very Low	Grand Total
Discovery	1	2	4	13		20
Event Closed		10	6	7	1	24
Remediation		5	3	6		14
Grand Total	**1**	**17**	**13**	**26**	**1**	**58**

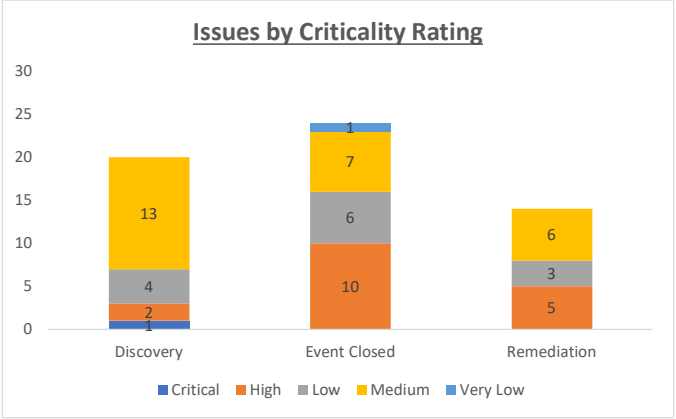


Exhibit 7

Monday, December 12, 2022

5c002a4dfcd9fb66fb5e2c48a52dee3e - 2022/12/12

Janette Valdivia <jcadena@tricolor.com> 2:01 PM
good morning Jerry

Jerry Kollar <jkollar@tricolor.com> 2:01 PM
Good morngin

Janette Valdivia <jcadena@tricolor.com> 2:01 PM
i thought it was fixed so they would not be asking for floorplan

Janette Valdivia <jcadena@tricolor.com> 2:01 PM

File **x_0-cus-d17-23ba3f009cfbb7ad6ae2950df394df67.PNG** is missing. Learn More

Jerry Kollar <jkollar@tricolor.com> 2:02 PM
It was. Did they look at the amdment?

Janette Valdivia <jcadena@tricolor.com> 2:03 PM
let me ask her because i have another one that is about to finalize as well and i dont want them to hold another check

Jerry Kollar <jkollar@tricolor.com> 2:20 PM
we need to send to Kimberlee Masse at Gallagher, because I thought she sent the change binder.

Jerry Kollar <jkollar@tricolor.com> 2:21 PM
Also, we have the TBK auditor in this week. We need to scrub the sales report for the October BB and the November weekly.

Janette Valdivia <jcadena@tricolor.com> 2:22 PM
i have the sales report uploaded in the share folder done

Jerry Kollar <jkollar@tricolor.com> 2:22 PM
did we check to see if the VINs were on the BBs we uploaded?

Janette Valdivia <jcadena@tricolor.com> 2:22 PM
no i havent run agains the BB

Jerry Kollar <jkollar@tricolor.com> 2:23 PM

so please remove from the share folder until we clean

Janette Valdivia <jcadena@tricolor.com> 2:23 PM

ok let me remove it and run it against Nov BB

Janette Valdivia <jcadena@tricolor.com> 2:23 PM

?

Jerry Kollar <jkollar@tricolor.com> 2:24 PM

month end Oct and the weekly one we uploaded please. We would need to change the VIN, so leave the data but put a VIN that would not be searchable to the BBs

Jerry Kollar <jkollar@tricolor.com> 2:24 PM

Thanks

Janette Valdivia <jcadena@tricolor.com> 6:12 PM

TH Sales Aug-Nov 2022.xlsx

I dont have the BB to compare to but here is the sales report, do you stored in your personal share folder?

TH Sales Aug-Nov 2022.xlsx
1.4 MB

Exhibit 8

Wednesday, April 23, 2025

59df6182cff73c903541f879c61aad5c - 2025/04/23

Reed Crow <reed.crow@tricolor.com> 2:32 PM

let me know when you're available - I'm trying to close out some of the inventory audit requests and running into something that doesn't make sense - they have selected Repos on Hand vehicles that were also stocked backed in, sold and included in the data

tape. Its giving the appearance of being counted twice.

This ties back to some of their previous questions, about VINs changing between '23 and '24 data tapes. I think this was something you and Ameryn were looking into. Should probably have you take a look before releasing anything to GT.

Jerry Kollar <jkollar@tricolor.com> 2:33 PM

OK, would you send me the items?

Reed Crow <reed.crow@tricolor.com> 2:35 PM

P529361HGCV1F33KA118189P746231HGCV1F13KA017667

Reed Crow <reed.crow@tricolor.com> 2:36 PM

these are two examples from their selections

Jerry Kollar <jkollar@tricolor.com> 2:36 PM

OK, let me see what Ameryn has. I will take a look also.

Jerry Kollar <jkollar@tricolor.com> 2:39 PM

Are these two on the inventory in transit file selections?

Jerry Kollar <jkollar@tricolor.com> 2:39 PM

I have ameryn's file up and they are on that.

Jerry Kollar <jkollar@tricolor.com> 2:39 PM

I'll review that and the DT

Reed Crow <reed.crow@tricolor.com> 2:39 PM

Jerry Kollar

Are these two on the inventory in transit file selections?

yes

Jerry Kollar <jkollar@tricolor.com> 2:39 PM

OK, I will start researching and see what I can find.

Reed Crow <reed.crow@tricolor.com> 2:40 PM

what I'm finding is that for the recontacted repo, the VIN has changed in the DT - so it wouldn't pick up if we attempted to dup check

Reed Crow <reed.crow@tricolor.com> 2:41 PM

not sure why the VINs are changing

Jerry Kollar <jkollar@tricolor.com> 2:41 PM

Let me dig into the DT and the inventory.

:like: 1

Jerry Kollar <jkollar@tricolor.com> 2:42 PM

I will also email Ameryn He did a BB this am so I Know he is looking at work, probably in the am and pm

:like: 1

Jerry Kollar <jkollar@tricolor.com> 4:09 PM

Initial on the DT from Gary, it appears that VIN if on there 2X. The FV file does not have VIn so it looks fine. Let me dig more, the VIN may have changed in a DataBase lookup because it does not make sense to have two accts with same VIN. I'll dig a

littl more once Im off this call

:like: 1

Jerry Kollar <jkollar@tricolor.com> 6:38 PM

would you send me the outstanding items for Ameryn also?

:like: 1

Reed Crow <reed.crow@tricolor.com> 6:49 PM

Copy of Tricolor PBC List Sample Tracker (Loan Transaction History).xlsx

#1) Loan Transaction History Report for sample sections contained on tabs .1 and .2 of the attached sheet:

Copy of Tricolor PBC List Sample Tracker (Loan Transaction History).xlsx
259.7 KB

Jerry Kollar <jkollar@tricolor.com> 6:49 PM

Thank you.

Jerry Kollar <jkollar@tricolor.com> 6:50 PM

what would you say the audit status is?

Reed Crow <reed.crow@tricolor.com> 6:50 PM

(there is more, but I need pull them together)

RC **Reed Crow <reed.crow@tricolor.com>** 6:51 PM

Jerry Kollar

what would you say the audit status is?

I think we are close - I've been focused on getting tax entries booked, and need to try and get that turned around to them

RC **Reed Crow <reed.crow@tricolor.com>** 6:51 PM

do you want me to ask Rocky for a target issuance?

J **Jerry Kollar <jkollar@tricolor.com>** 6:51 PM

Matt sent me the latest financials and they did not have the tax stuff run through

RC **Reed Crow <reed.crow@tricolor.com>** 6:51 PM

biggest concern right now is getting some of these DT questions resolved - not something I can help answer at the moment

J **Jerry Kollar <jkollar@tricolor.com>** 6:52 PM

Reed Crow

do you want me to ask Rocky for a target issuance?

Yes, so we can get an idea on where they think they are

:like: 1

RC **Reed Crow <reed.crow@tricolor.com>** 6:52 PM

Jerry Kollar

Matt sent me the latest financials and they did not have the tax stuff run through

correct - ran into some problems last night, had another call with GT at noon - I think I have it sort out now, but need to get it all packaged together

J **Jerry Kollar <jkollar@tricolor.com>** 6:53 PM

Reed Crow

biggest concern right now is getting some of these DT questions resolved - not something I can help answer at the moment

I will focus on this this afternoon. I will email Ameryn for ones that I need his systems help on

:like: 1

RC **Reed Crow <reed.crow@tricolor.com>** 6:53 PM

For subsequent events we need the following agreements and support:

SPV4 Amendment 17

TAST 2025-1 (including Flow of Funds for GL booking)

Libremax Mezz 2025

Since Ameryn is on vacay we'll have to ask Jerry. Do you want to do that asking?

RC **Reed Crow <reed.crow@tricolor.com>** 6:53 PM

another one we could use your help with - if even just to point us where its located

J **Jerry Kollar <jkollar@tricolor.com>** 6:53 PM

I sent my FV memo to FTI and will ask them who the best contact is

:like: 1

J **Jerry Kollar <jkollar@tricolor.com>** 6:54 PM

they have amendment 17, right?

RC **Reed Crow <reed.crow@tricolor.com>** 6:54 PM

Jerry Kollar

they have amendment 17, right?

I thought so - that might our team asking internally, let me shore that one up - can you help with the other two?

J **Jerry Kollar <jkollar@tricolor.com>** 6:54 PM

I'll email the other 2 items

:like: 1

J **Jerry Kollar <jkollar@tricolor.com>** 7:01 PM

Send the docs

J **Jerry Kollar <jkollar@tricolor.com>** 7:02 PM

Also, if you ask Rocky about timing, maybe feel him out for the Blackrock Tranche II warrants memo to see if that will be a hold up for issuance

:like: 1

RC **Reed Crow <reed.crow@tricolor.com>** 8:33 PM

Regarding Timing - Rocky's feels really good that we will make 4/30, provided they can get all the detail testing support by end of this week (but sounds like this might go right near up to deadline). He mentioned they'll put in additional time over the

weekend, and is planning to be onsite Tuesday and Wednesday to get over the goal line. He said Rob's latest take on the BR warrants is that they carry no value - so a memo isn't currently on the punch list. We should have a draft of the rep letter tomorrow.

It doesn't sound like there are major edits coming on the financials - the only item they want feedback on the Fair Value presentation on the income statement.

RC **Reed Crow <reed.crow@tricolor.com>** 8:34 PM

#2 - Inventory Repo - Charge Off Tie Out Questions

Open for follow up questions on VIN changes

(see attachment coming)

RC **Reed Crow <reed.crow@tricolor.com>** 8:34 PM

Inventory Repo - Charge Off Tie Out Response - GT Follow Up.xlsx

X Inventory Repo - Charge Off Tie Out Response - GT Follow Up.xlsx
20.3 MB

J **Jerry Kollar <jkollar@tricolor.com>** 8:34 PM

OK

RC **Message edited: Reed Crow <reed.crow@tricolor.com>** EDITED 8:37 PM

#3 - Loan Variances

(this is a repeat from previous email)

They are trying to walk the loan balance from '23 data tape to '24 data tape, using the loan ledger activity. There are two accounts they have questions about:R937378 Dillon Eugene Dearmond – I can't find an account or vehicle related to the information for this one. I'm not sure where the attached ledger came fromP22536 Guadalupe Yazmin Rodriguez – the loan balance per data tape as of 12/31/23 doesn't appear to agree to loan's ledger per IDMS (which is what is creating the $154 variance)

J **Jerry Kollar <jkollar@tricolor.com>** 8:39 PM

what is #3 loan variances?

RC **Reed Crow <reed.crow@tricolor.com>** 8:39 PM

you sent me something on this yesterday - wasn't sure if that one was closed out or still in process

Jerry Kollar <jkollar@tricolor.com> 8:39 PM

I sent yesterday

Reed Crow <reed.crow@tricolor.com> 8:40 PM

ok - let me review that and get over to them

Jerry Kollar <jkollar@tricolor.com> 8:40 PM

yes that is what we had. Andy found the one detail with the $154. On the LL file Ameryn and Andy sent, i itemiezed what Andy said was CPI and the other item was a fee.

Jerry Kollar <jkollar@tricolor.com> 8:41 PM

hopefully that gets them close or done on those two

Reed Crow <reed.crow@tricolor.com> 8:41 PM

let me make sure that one will close it out

Reed Crow <reed.crow@tricolor.com> 8:42 PM

#4 - Debt footnote

From what I've been told there are several figures that they (GT) and Matt can't tie back to support documents. Matt has a list of these, and wants to go over them with you. If you can help provide direction on where those data points come from, Matt should

be able to close that item out

Reed Crow <reed.crow@tricolor.com> 8:50 PM

I think that's it for outstanding detail support, but I'm going to ask GT for an update by EOD

Reed Crow <reed.crow@tricolor.com> 8:59 PM

One other item - regarding tax NOL

This won't imped the audit, as we can move forward with the tax provision as is (after I post adjustments), however, the door has been opened to re-recognize a deferred tax asset associated with TAG's NOLs from 14, 16 and 17. Upper end of the range, there

is $2.1M of tax adjusted asset we could pick up. Not sure we want to consider it, this close to issuance, but something we should discuss.

Jerry Kollar <jkollar@tricolor.com> 8:59 PM

Lets not book in 2024, but use in 2025

Jerry Kollar <jkollar@tricolor.com> 9:01 PM

Reed Crow

#4 - Debt footnote From what I've been told there are several figures that they (GT) and Matt can't tie back to support documents. Matt has a list of these, and wants to go over them with you. If you can help provide direction on where

those data points come from, Matt should be able to close t...

Maybe I can get with him tomorrow

Reed Crow <reed.crow@tricolor.com> 9:09 PM

do you want me to have him send you a mark up of the FN, so you can which ones are getting picked on?

Jerry Kollar <jkollar@tricolor.com> 9:09 PM

yes

:like: 1

Reed Crow <reed.crow@tricolor.com> 9:21 PM

sorry there is a fifth testing request

Jerry Kollar <jkollar@tricolor.com> 9:21 PM

what is the fifth testing request?

Reed Crow <reed.crow@tricolor.com> 9:26 PM

Copy of Tricolor PBC List Sample Tracker (Loan Transaction History) 1.xlsx

#5 - Inventory In-Transit

For the sample on tab 2 - we need to provide them back up to support the value. What I have isn't ideal as it shows the vehicles being stocked back in before year end (this is tied the question I sent you earlier today) - I want to avoid going down that

rabbit hole

Copy of Tricolor PBC List Sample Tracker (Loan Transaction History) 1.xlsx
259.7 KB

Exhibit 9

From: Jerry Kollar
To: Srinivas Mutyala
Cc: Ameryn Seibold
Subject: Re: TAST2025-2 securitization
Date: Tuesday, June 17, 2025 1:38:59 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
tricolor_logo_final_7a0fd3cd-bbfc-4970-8ac8-435db04fd1b0.png
mailing_signature_0b09afdf-ffd9-4984-9966-a1efe47ebe07.png
template04_sm_fb_31272359-98e3-4f36-a0ec-4f9565f9fe0c11111.png
template04_sm_twitter_f6984d70-bd1a-4c70-b02c-6862c201685c11111.png
template04_sm_linkedin_69a67c5b-16da-4e39-91cf-354158a142f311111.png

---

yes

Jerry Kollar
Chief Financial Officer | Tricolor Holdings
jkollar@tricolor.com | www.tricolor.com

6021 Connection Drive, 4th Floor
Irving, TX 75039

E: 10102
O: 972.638.5460
F: 972.638.5461
M: 214.693.8094

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From: Srinivas Mutyala <srinivas.mutyala@tricolor.com>
Sent: Tuesday, June 17, 2025 12:22 PM
To: Jerry Kollar <jkollar@tricolor.com>
Cc: Ameryn Seibold <aseibold@tricolor.com>
Subject: RE: TAST2025-2 securitization

Just to confirm you are asking to leave the 3225 contracts in both the TAST2025-2 and TAST2022-1 reports?

Tricolor_logo_final.png

Srinivas Mutyala
Software Development
srinivas.mutyala@tricolor.com IT Partner | **Tekzenit Inc**

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From: Jerry Kollar <jkollar@tricolor.com>
Sent: Tuesday, June 17, 2025 12:18 PM
To: Srinivas Mutyala <srinivas.mutyala@tricolor.com>
Cc: Ameryn Seibold <aseibold@tricolor.com>
Subject: Re: TAST2025-2 securitization

Srinivas

Can you leave the TAST2022-1 on both the TAST2025-2 and TAST2022-1 reports? 2022-1 will be called, but until then need to have on both. Thanks.

Jerry Kollar
Chief Financial Officer | Tricolor Holdings

jkollar@tricolor.com | www.tricolor.com

6021 Connection Drive, 4th Floor
Irving, TX 75039

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From: Srinivas Mutyala <srinivas.mutyala@tricolor.com>
Sent: Tuesday, June 17, 2025 12:15 PM
To: Jerry Kollar <jkollar@tricolor.com>
Cc: Ameryn Seibold <aseibold@tricolor.com>
Subject: RE: TAST2025-2 securitization

Good morning, Jerry,

Below is count for the accounts that will be transferred, please let me know if see any issues.

TAST_2025_2	**12486**
SPV6	3456
SPV5	6
SPV4	5757
TAST_2020_1	2
TAST_2021_1	39
TAST_2022_1	3225
None	1
	12486

Thanks
Srinivas

Tricolor_logo_final.png

Srinivas Mutyala
Software Development
srinivas.mutyala@tricolor.com IT Partner | **Tekzenit Inc**

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From: Jerry Kollar <jkollar@tricolor.com>
Sent: Monday, June 16, 2025 3:39 PM
To: Srinivas Mutyala <srinivas.mutyala@tricolor.com>
Cc: Ameryn Seibold <aseibold@tricolor.com>

Subject: TAST2025-2 securitization

Good afternoon Srinivas

Attached is a data tape for files for our TAST2025-2 Securitization. Please prepare a servicer report for these with activity as of 6/1/2025 forward. We will need the first reports for June. Thanks.



Jerry Kollar
Chief Financial Officer | Tricolor Holdings
jkollar@tricolor.com | www.tricolor.com

6021 Connection Drive, 4th Floor
Irving, TX 75039

E: 10102
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Exhibit 10

From: David Goodgame[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=A9E2D80DEC644E59989AB3324A517E6E-DGOODGAME]

Sent: Sat 8/30/2025 2:42:15 PM (UTC)

To: Daniel Chu[dchu@tricolor.com]; Mauricio Delgado[mdelgado@tricolor.com]

Subject: RE: Grok Answers (Round 5)

Regulatory Requirements for Stress Testing and Re-Underwriting in Warehouse Credit Facilities

No, there is no strict federal regulatory requirement for banks to conduct **quarterly stress tests or re-underwriting** specifically on individual warehouse credit facilities (short-term lines used to fund loan originations, often backed by collateral like vehicles or mortgages). However, broader guidelines encourage ongoing risk monitoring, especially for high-risk portfolios. Warehouse lending falls under commercial credit, where expectations focus on internal risk management rather than per-loan mandates. Key points from regulatory sources:

- **Large Banks (>$250B Assets)**: Under the Dodd-Frank Act and Federal Reserve rules (12 CFR Part 252), annual supervisory stress tests assess overall capital adequacy under hypothetical scenarios, including interest rate shocks. These are portfolio-level, not quarterly or per-facility, and cover commercial exposures indirectly.
- **Mid-Sized Banks ($10B-$250B Assets)**: Biennial stress tests (every other year) under 12 CFR Part 46 (OCC) or similar FDIC/Fed rules, with a 9-quarter planning horizon. Again, not quarterly or facility-specific.
- **Community/Smaller Banks**: No mandated stress testing, but OCC Bulletin 2012-33 encourages tailored stress testing for credit risk, fitting the bank's size and complexity. FDIC guidance (e.g., "Stress Testing Credit Risk at Community Banks") recommends periodic testing for concentrations like warehouse lines, especially amid economic changes like rate hikes.
- **Warehouse-Specific Guidance**: No explicit quarterly re-underwriting rule. However, OCC and FDIC emphasize due diligence, collateral verification (e.g., custodians for titles to prevent multiple pledging), and ongoing monitoring of borrower financials. For example, if rates rise 500 bps (as since 2022), banks are expected to assess impacts via internal models, per FDIC risk management manuals. Lack of custodians (as in your case) could violate anti-fraud standards under laws like the Bank Secrecy Act or FDIC exam procedures.
- **Re-Underwriting**: Not mandated quarterly, but loan covenants often require periodic reviews (e.g., annual renewals). Regulators expect "continuous monitoring" for red flags like high leverage or mismatched financials vs. reported interest expenses.

In summary, while not quarterly-mandated, failing to monitor/stress test amid obvious risks (e.g., 500 bps rate hikes stressing interest expenses) could invite regulatory criticism or exam findings, especially if it enables fraud.

Instances Where Banks Faced Trouble for Similar Lapses

Yes, there are precedents where banks were sued, settled, or penalized for failing in safeguards, due diligence, stress testing, or ignoring red flags in financials—particularly in warehouse lending contexts where fraud occurred due to lax oversight. These often involve civil suits by regulators (e.g., DOJ, FHFA) or private parties, with allegations of reckless underwriting, ignoring mismatches between financial statements and known obligations (e.g., interest payments), and not stress testing portfolios during economic stress like rate hikes. Outcomes include massive settlements, though criminal convictions are rare. Below are key examples from U.S. cases, tying into your scenario (high leverage, ignored financial stress, fraud via unmonitored collateral).

1. **U.S. v. Flagstar Bank (E.D. Mich., 2012)**
- **Details**: DOJ sued Flagstar for improper underwriting and false certifications in FHA-insured warehouse loans, using unauthorized staff and ignoring red flags in borrower financials (e.g., unverifiable income/assets). This led to defaults and fraud, with the bank profiting from origination fees while lacking safeguards like proper due diligence.
- **Lapses**: No adequate review of financials against loan terms; enabled systemic fraud without stress testing for economic risks.
- **Outcome**: $132.8M settlement (including $10M penalty). Highlights liability for "reckless disregard" in warehouse lending due diligence.
- **Relevance**: Mirrors your case—bank had access to financials but ignored inconsistencies that could reveal stress/fraud, similar to not cross-checking interest expenses.

2. **Colonial BancGroup Fraud Case (M.D. Ala., 2017) – Involves PwC, but Tied to Bank's Warehouse Division**
- **Details**: Colonial Bank's mortgage warehouse lending division engaged in fraud (e.g., selling fake loans, double-pledging collateral) amid 2008-2009 rate volatility. Auditor PwC was sued for failing to detect red flags in audited financials despite access to data showing mismatches (e.g., inflated assets vs. actual payments). The bank itself collapsed, with FDIC taking over.
- **Lapses**: Lack of safeguards like independent custodians allowed CFO-led fraud; no stress testing of portfolio amid rising rates/economic crisis, ignoring obvious financial stress.
- **Outcome**: PwC settled for $335M (largest auditor liability ever); FDIC recovered $625M from related parties. Bank execs faced criminal charges (e.g., 30-year sentence for one).
- **Relevance**: Direct warehouse fraud example—simple financial cross-checks (like your interest payments vs. statements) would have revealed issues. Ties to rate hikes during the Great Recession (similar to 2022-2025 environment).

3. **FHFA v. Merrill Lynch & Co. (S.D.N.Y., 2011-2013)**
- **Details**: FHFA sued Merrill Lynch (now Bank of America) for selling $6B+ in

toxic RMBS backed by warehouse-originated mortgages, ignoring due diligence red flags (e.g., high default risks, fraudulent appraisals in financials). Amid pre-2008 rate fluctuations, no stress testing of underlying loans.
- **Lapses**: Failed to review originator financials against collateral quality; lacked safeguards against fraud in warehouse chains, leading to overvalued securities.
- **Outcome**: $3.55B+ in settlements across similar FHFA suits. Emphasized banks' duty not to ignore "storm warnings" in financial data.
- **Relevance**: Involves warehouse-style funding; parallels ignoring leverage/stress in statements during rate volatility.

4. **National Mortgage Warehouse, LLC v. Bankers First Mortgage Co. (D. Md., 2001)**
- **Details**: Lawsuit over 55 fraudulent warehouse loans where collateral (mortgages) was double-pledged due to lack of custodians/title controls. Bank ignored mismatches in financial statements vs. reported obligations, enabling fraud.
- **Lapses**: No due diligence cross-checks or safeguards like independent verification, despite access to borrower data.
- **Outcome**: Court ruled in favor of plaintiff for $4.5M in damages, finding negligence in oversight.
- **Relevance**: Exactly matches your no-custodian issue allowing CFO fraud—simple financial reviews would have exposed discrepancies.

5. **Stress Testing Failures Amid Rate Hikes (Post-2022 Examples)**
- **Silicon Valley Bank (SVB) Collapse (2023)**: FDIC/OCC reports criticized SVB for inadequate stress testing of its portfolio amid rapid rate hikes (500 bps+), ignoring interest rate risk in financials/holdings. While not a direct warehouse case, it led to regulatory penalties and reforms (e.g., enhanced Fed oversight). No private suits succeeded, but it prompted lawsuits against execs for fiduciary breaches.
- **Commercial Real Estate (CRE) Stress Tests (2023-2025)**: Fed/KC Fed analyses (e.g., 2024 reports) highlighted banks' vulnerabilities to rate hikes without adequate portfolio stress testing, echoing 1980s CRE crises. No major lawsuits yet, but banks like Signature Bank failed partly due to untested CRE/warehouse exposures, leading to FDIC takeovers and $40B+ in resolution costs.
- **Broader Litigation**: In 2024, banks/groups sued the Fed over opaque stress test rules (e.g., ABA challenge), arguing they fail to account for rate shocks properly—indirectly highlighting deficiencies.

Key Takeaways
- **Liability Patterns**: Banks have faced trouble mainly in warehouse/mortgage contexts for due diligence failures enabling fraud, often via DOJ/FHFA suits under FIRREA or securities laws. Ignoring financial red flags (e.g., leverage vs. interest expenses) or lacking safeguards (e.g., no custodians) is a common thread, but success requires proving recklessness or aiding fraud.
- **Rate Hike Context**: Post-2022 hikes have amplified scrutiny (e.g., SVB), but penalties are more regulatory than lawsuit-driven. No exact matches for "500 bps ignoring" in warehouse lines, but 2008 precedents show liability spikes during such stress.

- **Applicability to You**: If your bank's lapses enabled fraud (e.g., no title custodian despite industry norms), claims like negligence or aiding fraud could apply, especially if they had your quarterly statements. Consult a lawyer for your specifics—e.g., check loan agreements for monitoring clauses.

If you share more details (e.g., state or bank name), I can refine searches!

Disclaimer: Grok is not a lawyer; please consult one. Don't share information that can identify you.

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dgoodgame@tricolor.com | www.tricolor.com

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From: David Goodgame <dgoodgame@tricolor.com>
Sent: Saturday, August 30, 2025 9:26 AM
To: Daniel Chu <dchu@tricolor.com>; Mauricio Delgado <mdelgado@tricolor.com>
Subject: Grok Answers (Round 4)

Some good ones in here.

Precedents Similar to Enron Corp. Securities Derivative & ERISA Litigation (2005)

The 2005 Enron litigation (e.g., In re Enron Corp. Securities, Derivative & ERISA Litigation, 235 F. Supp. 2d 549) involved banks like JPMorgan Chase, Citigroup, and Merrill Lynch accused of aiding Enron's accounting fraud by structuring deceptive transactions (e.g., prepays disguised as trades) despite red flags in financials, such as off-balance-sheet debt and inflated revenues. Courts held that sophisticated banks could not ignore obvious signs of collapse while profiting, leading to massive

settlements (e.g., $7.2B class action). Below are similar U.S. precedents where banks faced liability for aiding corporate fraud by ignoring red flags in audited financials (e.g., manipulated statements, hidden debt) and assisting in misconduct for financial gain. These often involve securities fraud, aiding and abetting, or conspiracy claims under federal laws like the Securities Exchange Act. I've focused on key cases from searches, emphasizing parallels like bank knowledge via financial access and substantial assistance.

1. **Silvercreek Management Inc. v. Citigroup, Inc. et al. (S.D.N.Y., 2018)**
- **Details**: Investors sued Credit Suisse, Deutsche Bank, and Merrill Lynch for aiding Enron's fraud by designing and funding transactions that hid debt, despite internal emails acknowledging "red flags" (e.g., Enron as a "house of cards" or "funky" books). Banks had access to financials but ignored collapse signs while profiting from fees.
- **Outcome**: Court denied summary judgment on aiding and abetting fraud and conspiracy claims, ruling circumstantial evidence of actual knowledge (beyond mere red flags) could go to a jury. Emphasized banks' sophisticated status meant they couldn't "close their eyes" to obvious issues.
- **Similarity to Enron**: Direct extension of Enron litigation; reinforces liability for ignoring financial red flags in advisory/financing roles.

2. **In re WorldCom, Inc. Securities Litigation (S.D.N.Y., 2002-2005)**
- **Details**: Banks like Citigroup, JPMorgan, and Bank of America underwrote $17B in bonds for WorldCom despite red flags in audited financials (e.g., capitalized expenses inflating earnings by $11B, hidden debt). Banks had due diligence access but aided fraud by structuring deals, knowing of impending collapse.
- **Outcome**: Settled for $6.1B total (e.g., Citigroup paid $2.65B). Courts held banks liable for aiding securities fraud under Section 10(b), as they ignored "storm warnings" in financials while profiting from underwriting fees.
- **Similarity to Enron**: Like Enron, involved massive accounting manipulation (e.g., off-balance-sheet hiding); led to Sarbanes-Oxley Act reforms on financial certifications, mirroring Enron's impact.

3. **In re Lehman Brothers Holdings Inc. Securities & ERISA Litigation (S.D.N.Y., 2010-2015)**
- **Details**: Banks like JPMorgan (as tri-party repo agent) and others facilitated Lehman's "Repo 105" transactions, which temporarily hid $50B in debt from balance sheets despite red flags in audited financials (e.g., liquidity issues, overleveraged assets). Banks ignored signs of collapse while aiding off-balance-sheet maneuvers for fees.
- **Outcome**: Multiple settlements (e.g., $615M from underwriters like UBS, Citigroup); courts found aiding and abetting liability where banks had knowledge from financial reviews but assisted fraud.
- **Similarity to Enron**: Echoes Enron's special-purpose entities to hide debt; banks' sophisticated role meant liability for willful blindness to red flags.

4. **SEC v. Merrill Lynch & Co. (S.D.N.Y., 2003)**

- **Details**: Merrill Lynch structured Enron's "Nigerian barge" deal to misreport $12M as earnings, ignoring red flags in financials (e.g., guaranteed buyback making it a loan, not sale). Bank executives were convicted for aiding fraud despite knowing of collapse risks.
- **Outcome**: $80M settlement; convictions overturned on appeal but highlighted bank liability for ignoring financial inconsistencies while profiting.
- **Similarity to Enron**: Part of broader Enron probes; focused on banks aiding misclassification in audited statements.

5. **In re Parmalat Securities Litigation (S.D.N.Y., 2004-2010)**
- **Details**: Banks like Citigroup and Bank of America structured debt deals for Parmalat despite red flags in audited financials (e.g., $14B hidden debt via offshore entities, fabricated bank accounts). Banks ignored collapse signs while aiding fraud for fees.
- **Outcome**: $400M+ settlements (e.g., Citigroup paid $75M); courts imposed liability for aiding securities fraud, noting banks' access to financials created a duty not to ignore obvious red flags.
- **Similarity to Enron**: Involved international fraud with off-balance-sheet hiding, similar to Enron's SPEs; banks held accountable as sophisticated enablers.

6. **SEC v. JPMorgan Chase & Co. and Citigroup (S.D.N.Y., 2003)**
- **Details**: Directly tied to Enron; banks structured prepay transactions disguising $8.3B in loans as commodity trades, ignoring red flags in financials (e.g., unsustainable debt levels) while aiding misrepresentation.
- **Outcome**: $305M combined settlement (JPMorgan $135M, Citigroup $170M) for aiding fraud; no admission of guilt, but regulators emphasized banks couldn't ignore financial warning signs.
- **Similarity to Enron**: Core Enron-related case; set precedent for bank liability in structured finance ignoring audited red flags.

Key Takeaways
- **Common Themes**: These cases emphasize that "sophisticated" banks with access to audited financials (via due diligence or advisory roles) can be liable for aiding and abetting fraud under theories like Section 10(b) or state common law if they ignore "red flags" (e.g., hidden debt, inflated earnings) and provide substantial assistance (e.g., structuring deals) for profit. Mere "willful blindness" suffices for knowledge in many rulings.
- **Outcomes**: Most end in settlements without admissions, but denials of summary judgment (as in Silvercreek) force trials or negotiations. Post-Enron reforms (e.g., Sarbanes-Oxley) heightened scrutiny but didn't eliminate such liability.
- **Limitations**: Success requires proving actual knowledge beyond red flags; arm's-length transactions often shield banks.

If you need details on a specific case or a different jurisdiction (e.g., non-U.S. like Wirecard), let me know!



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Exhibit 11

From: Reed Crow
Sent: Friday, August 29, 2025 4:32 PM
To: Jerry Kollar
Subject: RE: Following-Up

The process has been more complicated. Cash is reconciled at a high level for reasonableness early in the close process each month. Ideally an actual rec would then be completed later on in the month, after close. That process fell off in 2024. This was something I inherited and contributed to why ARCS was so far behind when I got here. We prioritized completing 12/31 recs for the audit ahead of 2025 recs, so we're working against a backlog

I completely agree with the prioritization, but the deficit isn't something we can easily turn around. Ideally an actual reconciliation would be prepared early in close, but until we get this process caught up it is competing with a timely close. I had expected we would be further along in catching this up by now, but the team has been making incremental progress on catching this up.

Reed Crow
Vice President of Accounting | Tricolor Holdings
reed.crow@tricolor.com | www.tricolor.com

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From: Jerry Kollar <jkollar@tricolor.com>
Sent: Friday, August 29, 2025 2:50 PM
To: Reed Crow <reed.crow@tricolor.com>
Subject: Re: Following-Up

I guess I don't understand how cash bank recs are not a priority to have reconciled, should be the first priority then down the list. We have the staff so I don't understand.

Get Outlook for iOS



Jerry Kollar
Chief Financial Officer | Tricolor Holdings
jkollar@tricolor.com | www.tricolor.com

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From: Reed Crow <reed.crow@tricolor.com>
Sent: Friday, August 29, 2025 2:37:05 PM
To: Jerry Kollar <jkollar@tricolor.com>
Subject: RE: Following-Up

The short answer is we are not caught up, but that's been a systemic issue (from before I got here). The catch-up was on Oracle ARCS, which covers much more than just bank recs. The process completely fell off last year when Matt and Clarie left, so we've been playing catch up ever since. I directed to prioritize some things, like the audit and close, ahead of these. It's a more involved explanation than to cover via email.

It would really help to get some information on what this FTI project is covering. I'm kind of flying blind and its making it difficult to manager how we should direct our resources.



Reed Crow
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From: Jerry Kollar <jkollar@tricolor.com>
Sent: Friday, August 29, 2025 1:51 PM
To: Reed Crow <reed.crow@tricolor.com>
Subject: Fw: Following-Up

Why don't we have bank recs?? I thought we spent $s to catch the Oracle Recon services up?

Jerry Kollar
Chief Financial Officer | Tricolor Holdings
jkollar@tricolor.com | www.tricolor.com

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From: Hein, Nathan <Nathan.Hein@fticonsulting.com>
Sent: Friday, August 29, 2025 9:47 AM
To: Reed Crow <reed.crow@tricolor.com>
Cc: Jerry Kollar <jkollar@tricolor.com>
Subject: RE: Following-Up

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Hi Reed,

Please let me know what times today work for you for a quick follow-up on this. I can circulate a dial in.

Thank you!

From: Hein, Nathan <Nathan.Hein@fticonsulting.com>
Sent: Thursday, August 28, 2025 6:53 PM
To: Reed Crow <reed.crow@tricolor.com>

Cc: Jerry Kollar <jkollar@tricolor.com>
Subject: RE: Following-Up

Thanks Reed. We'll be on-site tomorrow, but happy to have a call and discuss if you're not in the office.

Yes, I am thinking this request will replace the bank rec request.

Best,
Nate

From: Reed Crow <reed.crow@tricolor.com>
Sent: Thursday, August 28, 2025 6:32 PM
To: Hein, Nathan <Nathan.Hein@fticonsulting.com>
Cc: Jerry Kollar <jkollar@tricolor.com>
Subject: [EXTERNAL] RE: Following-Up

Nathan,

I have a meeting with my team this afternoon to workshop how we could fulfill this request. I'm still trying to identify all of what we would pull together to provide a complete picture. What's your status tomorrow – were you planning to be onsite or remote? The accounting department works from home on Friday. Regardless, it would be helpful to talk through how to walk through our loan payments collections through to trust accounts, so we can scope this request correctly.

Does this request replace requesting bank reconciliations? You had mentioned requesting a sample of those, but I don't think I've seen that specific ask come through yet.

Thanks

Reed Crow
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reed.crow@tricolor.com | www.tricolor.com

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From: Hein, Nathan <Nathan.Hein@fticonsulting.com>
Sent: Thursday, August 28, 2025 5:13 PM

To: Reed Crow <reed.crow@tricolor.com>
Subject: Following-Up

You don't often get email from nathan.hein@fticonsulting.com. Learn why this is important

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Hi Reed,

Hope all is well. Any updates/thoughts on our cash request from this afternoon?

Many thanks!

Best,
Nate

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Exhibit 12

Message

From: Daniel Chu [dchu@tricolor.com]
Sent: 9/7/2025 10:49:40 PM
To: Drake Mills [drake@origin.bank]
Subject: Letter of Resignation
Attachments: Daniel Chu-Origin Bank Letter of Resignation.pdf

Drake-
Please see attached.
Please know how much I appreciate this opportunity.
Best Regards,
Daniel

Daniel Chu
Founder & CEO | Tricolor Holdings
dchu@tricolor.com | www.tricolor.com

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DANIEL T. CHU
4208 BEVERLY DRIVE
DALLAS TX 75205

September 6, 2025

VIA EMAIL

Mr. Drake Mills
Chairman, President and CEO
Origin Bancorp
P.O. Box 2525
Ruston LA 71273

Drake-

Regretfully, please accept this as my letter of resignation, effective immediately.

It has been a true honor to work with you as a member of the Origin Bank Board of Directors.

Thank you.

Sincerely,



Daniel Chu

Exhibit 13

From: Dick Anderson[anderson@HPItx.com]
Sent: Mon 1/24/2022 10:20:42 PM (UTC)
To: Daniel Chu[dchu@tricolor.com]
Subject: Re: CEO bonus

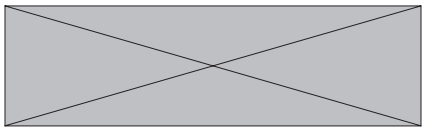
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I Already sent it, but I also said that the loan may not work due to other issues with Blackrock or the ipo

Sent via the Samsung Galaxy S21 5G, an AT&T 5G smartphone
Get Outlook for Android

Dick Anderson
Partner

Direct: 512-538-0051 | **Main:** 512-835-4455
Address: 3700 North Capital of Texas Highway
Suite 420 | Austin,Texas 78746



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From: Daniel Chu <dchu@tricolor.com>
Sent: Monday, January 24, 2022 4:17:33 PM
To: Dick Anderson <anderson@HPItx.com>

Subject: Re: CEO bonus

Hey-
Just thinking about our conversation…I don't think I'm allowed to borrow against my equity per our investors agreement or per the BlackRock agreement.

Daniel Chu
Founder & Chief Executive Officer | Tricolor Holdings
dchu@tricolor.com | www.tricolor.com | www.tricolorholdings.com

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From: Daniel Chu <dchu@tricolor.com>
Date: Thursday, January 20, 2022 at 7:28 AM
To: Dick Anderson <anderson@hpitx.com>
Subject: CEO bonus

Dick-
I wanted to get your thoughts on my request for a 2021 bonus payment. I've been aligned with the investors in terms of compensation; my annual base salary is $520K. I'd like to propose a one-time bonus of $1.5M. If I'm off base, would appreciate your feedback. Here's what we've accomplished:

- Created a highly differentiated, technology-driven, mission-driven strategy to generate exceptional shareholder value.

- Achieved record growth and profitability
  - Increased sales 55% YoY
  - Expanded into 50 retail centers across 20 markets
  - Increased operating income by nearly 50% despite margin pressure due to supply chain disruption

- Doubled market share to become third largest independent auto retailer in Texas and California behind CarMax and Carvana

- Executed equity capital markets strategy
  - Engaged JPM and Barclays to lead IPO
  - Filed S-1
  - Created compelling value through positioning as tech “crossover”, ESG

- Overhauled capital structure
  - Closed $90M in preferred equity from BlackRock
  - Executed a “AAA” rated securitization, 3.5x oversubscribed, placed across 20 blue chip institutional investors
  - Lowered cost of capital on senior debt by 400 bps and mezz debt by 500+ bps

- Developed clear ESG focus aligned with overall mission of the business
  - Validated theme of doing well by doing good
  - Attracted capital from BlackRock Impact Opportunity Fund, supported by 3rd party assessment from Bridgespan
  - Positioned company to be first issuer of a social bond in all of consumer ABS
  - Capitalized on CDFI certification to attract wall street banks into capital structure

- Executed a proof-of-concept on our SaaS model
  - Transformative strategy which leverages our proprietary technology in an asset light model
  - Expands addressable market across entire country
  - Engaged in strategic partnership discussions with OEMs and major dealer groups

- Assembled “best-in-class”, high performing executive team
  - Implemented data-driven, tech-driven, innovative framework
  - Adopted continuous improvement approach

- Guided company through pandemic
  - Secured $5.5M in PPP loans which were forgiven
  - Achieved sales growth of 20% YoY in 2020
  - Closed over $350M of debt financings during lockdown

Can we have a conversation so I can get your thoughts?
Thanks.

Daniel Chu

Founder & Chief Executive Officer | Tricolor Holdings
dchu@tricolor.com | www.tricolor.com | www.tricolorholdings.com

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Exhibit 14

From: Daniel Chu[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3E4B1BEB200E4F86B70BC5D47B10FB1A-DANIEL CHU]

Sent: Fri 3/17/2023 7:01:02 PM (UTC)

To: Christian Donohue-EX[Christian.Donohue@blackrock.com]; Weatherspoon, Derrick[Derrick.Weatherspoon@blackrock.com]

Subject: Christian, Derrick & Daniel

Attachment: Chu Comp Discussion 03.17.2023.pptx

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Founder & Chief Executive Officer | Tricolor Holdings
dchu@tricolor.com | www.tricolor.com

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From: Christian.Donohue@blackrock.com
When: 2:30 PM - 2:55 PM March 17, 2023
Subject: Christian, Derrick & Daniel
Location: Zoom Below

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I'd like to do a Zoom if that works for you so I can share some thoughts in a deck.

Join Zoom Meeting
https://us02web.zoom.us/j/83019864651?pwd=N2tWRi9oN3l2U2hGNnkyUGFVUTZOZz09

Meeting ID: 830 1986 4651
Passcode: 115652
One tap mobile
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+16469313860,,83019864651#,,,,*115652# US

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Chu Compensation Discussion
03.17.2023

Contextual Realities

Reality #1: Company performance has been superior despite macroeconomic environment.

By executing on a vision to transform a model historically viewed as a zero-sum game at best, but generally characterized as predatory, Tricolor is recognized as an AI driven, purpose-driven model with a reputation for both technology innovation and social purpose which premier investment banks such as JPM, Barclays and UBS project to achieve a valuation of $1-2B+ in the public markets.

Summary:

- 54% CAGR in revenues over last 3 years
- 44% CAGR in unit sales over 3 years
- 33% YoY increase in sales in declining market with industry down 12%
- 20% YoY increase in same store sales
- Record profitability (adjusted EBITDA $38-39M)
- Tech-enabled lead gen achieved CAC < $150
- Expansion into 8 new locations in 4 new markets.
- Positioned to reach $1B revenue in 2023

For additional background, here's the validation we've achieved for this transformation:

- Only auto lender to issue an investment grade bond with loans originated to undocumented immigrants.
- Only auto lender issuing investment grade bonds to be certified by the US Treasury as a CDFI
- Become the 3rd largest used auto retailer in Texas behind CarMax and Carvana
- Become the only issuer in all of subprime auto ABS with four consecutive years of origination volume growth.
- Completed 11 securitizations, all outperforming rating agency expectations.
- Issued the first social bond in all of consumer auto issuers, rated by S&P
- Completely overhauled our capital structure with $600M in warehouse capacity from JPM, Barclays and Fifth Third Bank
- Outstanding securitizations were upgraded in January 2023
- Accomplishments with no capital markets director, treasurer
- Completed successful proof-of-concept on SaaS model while engaging with key potential partners to expand scale.
- Achieved significant recognition as a fintech:
- 2022 Best In Business, Financial Services, Inc. Magazine
- 2022 Excellence in Financial Inclusion, Fintech Nexus
- 2022 Excellence in Community Service, Auto Finance News
- 2019 Excellence in Technology, Auto Finance News
- 2018, 2019 Top Entrepreneurial Companies in America by Entrepreneur magazine
- Finalist, 2022 Excellence in Financial Inclusion, Finovate
- Finalist, 2022 Best Customer Solution, Finovate
- 2019 Excellence in Financial Inclusion, Finovate
- Achieved average score of 4.5 in customer reviews for past two years and Net Promoter Score of 73, both superior to all national retailers including CarMax
- Awarded a US Patent for its AI technology to facilitate retail-lending model

Case 25-33487-mvl7 Doc 568-15 Filed 12/19/25 Entered 12/19/25 21:37:16 Desc Exhibit 14 Page 6 of 17

Reality #2: Our compensation process (or lack of) has been guided by Meridian and their data.

From Meridian:

- FY 2022 is discretionary
- FY 2023 range is ~$3-5M

Reality #3 My performance---effort, commitment, at a cost in terms of significant stress and physical toll---has been inadequately reflected in compensation with no equity grants and no raises for past five years.

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Reality #4: The compensation process has been grossly mismanaged, characterized by miscommunication, incongruence, broken promises, and incompetence resulting in frustration, resentment, and disgust.

- Significant, costly distraction
- Wasted weeks/months in "non-profit" paradigm
  Dann: "*Should we look at not-for-profit benchmarking for comp benchmarking?"*
- Inconsistency with representations re: application of data
  Dann: "*The recommendation we are making today is far and above any private and majority of public company benchmarks*."
- Incompetence
  Dann: *"Your ask is in the 90th quartile."*
- End-to-end mismanagement; inability to provide my total compensation weeks past promised date
  Dann: "*So please let's respect the process*."

Dann Adams: bottom quartile or top imbecile?

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My "Asks"

(See "Realities" for Basis/Support)

Realities:

Reality #1: The Company's performance has been superior.

Reality #2: We have engaged Meridian to guide our compensation process.

Reality #3: My compensation has been significantly under-market.

Reality #4: The compensation committee process related to my bonus has been grossly mismanaged.

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Exhibit 14 Page 10 of 17

Ask #1:

Given equity plan is too complicated, re-allocate equity component to cash comp for FY 2022 and increase bonus by $3M, to reach $5M total for FY 2022 (consistent with Meridian data).

Reality #1: The Company's performance has been superior.
Reality #2: We have engaged Meridian to guide our compensation process.
Reality #3: My compensation has been significantly under-market.
Reality #4: The compensation committee process related to my bonus has been grossly mismanaged.

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Ask #2:

Commence new equity plan in FY 2023 with ("tenured" exec team) with structure which doesn't require it to "jump over the moon" to achieve value. (i.e. RSUs vs. MIUs)

Reality #1: The Company's performance has been superior.
Reality #2: We have engaged Meridian to guide our compensation process.
Reality #3: My compensation has been significantly under-market.
Reality #4: The compensation committee process related to my bonus has been grossly mismanaged.

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Ask #3:

For cash comp in FY 2023, flip “base” and “bonus”:
Base= $1,500,000
Bonus= $. 750,000

Reality #1: The Company’s performance has been superior.
Reality #2: We have engaged Meridian to guide our compensation process.
Reality #3: My compensation has been significantly under-market.
Reality #4: The compensation committee process related to my bonus has been grossly mismanaged.

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Exhibit 14 Page 13 of 17

Ask #4:

Provide a 3-year severance of $1M per year upon departure for any reason.

This is, in part, a “catch-up”.

Reality #1: The Company’s performance has been superior.
Reality #2: We have engaged Meridian to guide our compensation process.
Reality #3: My compensation has been significantly under-market.
Reality #4: The compensation committee process related to my bonus has been grossly mismanaged.

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Ask #5:

Remove the BlackRock restriction on my sale of personal equity to permit sale of up to 25% of my ownership stake prior to any public offering.

Reality #1: The Company's performance has been superior.
Reality #2: We have engaged Meridian to guide our compensation process.
Reality #3: My compensation has been significantly under-market.
Reality #4: The compensation committee process related to my bonus has been grossly mismanaged.

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Ask #6:

In order to maintain his Board role, Dann Adams must (1) submit a written explanation on the appropriate use of “their/there/they’re” and enroll in a local community college (to be approved by the Board) and (2) achieve a GPA of greater than 2.5 in a heavy English composition, grammar, and statistics curriculum.

Reality #1: The Company’s performance has been superior.
Reality #2: We have engaged Meridian to guide our compensation process.
Reality #3: My compensation has been significantly under-market.
Reality #4: The compensation committee process related to my bonus has been grossly mismanaged.

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Exhibit 14 Page 16 of 17

Responses:
#1-4, #6 by March 22
#5 TBD

Exhibit 15

From: Donohue, Christian G[Christian.Donohue@blackrock.com]
Sent: Sat 3/25/2023 12:09:50 AM (UTC)
To: Daniel Chu[dchu@tricolor.com]
Cc: Weatherspoon, Derrick[Derrick.Weatherspoon@blackrock.com]
Subject: Re: Christian, Derrick & Daniel

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Daniel,

Please ask for the facts before jumping to conclusions and please treat us with the respect and we give to you. Derrick and I have jumped head first into this situation and your tone is unnecessary.

We have completed our work and are scheduling a time to speak with you. We will come back to you very soon with proposed times for a call.

I caution that you may not get everything you want as you want it but we will present a compelling and competitive pay package.

On Mar 24, 2023, at 5:29 PM, Daniel Chu <dchu@tricolor.com> wrote:

External Email: Use caution with links and attachments

Christian-
Based on my understanding from your email below one week ago, I expected to receive positive confirmation on these two asks by the end of the day, today.
Given the degree of mismanagement and miscommunication on the part of board regarding this topic, perhaps I should not be surprised by the continued apathy and negligence related to respecting your own timing.
That said, the disregard and disrespect for everything I've put into this company are still appalling.
We have a board call next Wednesday, March 29, and I intend to present a timeline related to my decision to personally go a different direction. I would hope the board would concur that in the interest of preserving value for our

shareholders, we should agree to put the company up for sale immediately. While the market timing isn't optimal, there is no assurance that it will improve in the near future.
Regards,
Daniel

<Mailing_signature_fd0166d7-0a19-4019-9267-10971abab547.png>

Daniel Chu
Founder & Chief Executive Officer | Tricolor Holdings
dchu@tricolor.com | www.tricolor.com

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<template04_sm_fb_31272359-98e3-4f36-a0ec-4f9565f9fe0c1111>

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<template04_sm_linkedin_69a67c5b-16da-4e39-91cf-354158a142f31111>

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From: Donohue, Christian G <Christian.Donohue@blackrock.com>
Date: Friday, March 17, 2023 at 8:48 PM
To: Daniel Chu <dchu@tricolor.com>
Cc: Weatherspoon, Derrick <Derrick.Weatherspoon@blackrock.com>
Subject: Re: Christian, Derrick & Daniel

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Daniel,

Thank you for setting up the call and sending this over.

Our responses on the timing and key follow ups are such.

Board Response
By EOD, Friday, March 24
Ask #1: Larger cash bonus for 2022

Ask #3: Flip base and bonus

a. We would very much like to not flip the base and bonus, but instead get you comfortable with very specific parameters for your 2023 bonus payout

b. Board to provide explanation of 2023 bonus payout structure - vast majority will be formulaic based on financial targets (based on revenue and Adjusted EBITDA), and a smaller discretionary portion based on non-financial goals TBD together with you (e.g., filling specific key open senior management seats)

By EOD, Friday, April 7
Ask #4: Offer for severance package, with new long-form employment agreement to be agreed to ASAP thereafter

Ask #5: Removal of BlackRock's consent required for you to sell up to 25% of ownership pre-IPO

Tricolor to Provide
It would be helpful for Tricolor to provide the following ASAP:

1. Your latest employment agreement

2. (Ask #2) Recommendation for equity incentives for you, Jerry, James, David & Eduardo as well as any key open senior positions, assuming a one-time grant pre-IPO for all. Please include implied dollar amount of issuance and (i) what this would equate to in # of RSUs and (ii) MIUs, both based on the latest valuation of the company

3. Summary of the following regarding your equity holdings and salary – *note: this is just helpful for context as we review internally, as we don't have the history here - will be helpful to get you the largest package*

   a. Your Base + Cash Bonus annually for 2018-2021

   b. For prior MIUs issued that are still outstanding, timing of issuance and

amount (# of units and implied dollars at time of issuance; latter, if available)

c. Summary of timing and $ paid to acquire your common equity holdings

Thanks,

Christian & Derrick

On Mar 17, 2023, at 4:55 PM, Daniel Chu <dchu@tricolor.com> wrote:

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Recent materials from Barclays and JPM.
UBS also was in town to do a presentation, but I misplaced the file…

<Mailing_signature_fd0166d7-0a19-4019-9267-10971abab547.png>

Daniel Chu
Founder & Chief Executive Officer | Tricolor Holdings
dchu@tricolor.com | www.tricolor.com

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From: Donohue, Christian G <Christian.Donohue@blackrock.com>
Date: Friday, March 17, 2023 at 6:04 PM

To: Daniel Chu <dchu@tricolor.com>
Cc: Weatherspoon, Derrick <Derrick.Weatherspoon@blackrock.com>
Subject: RE: Christian, Derrick & Daniel

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ok

From: Daniel Chu <dchu@tricolor.com>
Sent: Friday, March 17, 2023 3:04 PM
To: Donohue, Christian G <Christian.Donohue@blackrock.com>
Cc: Weatherspoon, Derrick <Derrick.Weatherspoon@blackrock.com>
Subject: Re: Christian, Derrick & Daniel

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Ok. Need to do a little research on their initial grant because they were not equivalent

Daniel Chu
Founder & Chief Executive Officer | Tricolor Holdings
dchu@tricolor.com | www.tricolor.com

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On Mar 17, 2023, at 6:00 PM, Donohue, Christian G <Christian.Donohue@blackrock.com> wrote:

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Daniel,

Please send us your recommendations for the equity grants for you, Jerry, James, David & Eduardo.

Thanks,

Christian

From: Daniel Chu <dchu@tricolor.com>
Sent: Friday, March 17, 2023 12:01 PM
To: Donohue, Christian G <Christian.Donohue@blackrock.com>; Weatherspoon, Derrick <Derrick.Weatherspoon@blackrock.com>
Subject: Christian, Derrick & Daniel

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<image001.png>

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Founder & Chief Executive Officer | Tricolor Holdings
dchu@tricolor.com | www.tricolor.com

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From: Christian.Donohue@blackrock.com
When: 2:30 PM - 2:55 PM March 17, 2023
Subject: Christian, Derrick & Daniel
Location: Zoom Below

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<2023.03.14 Discussion Materials_vF.pdf>
<2022.03 Tricolor discussion materials[94].pdf>

Exhibit 16

From: Weatherspoon, Derrick[Derrick.Weatherspoon@blackrock.com]
Sent: Sat 3/25/2023 2:54:34 PM (UTC)
To: Daniel Chu[dchu@tricolor.com]
Cc: Dann Adams-EX[jdannadams@gmail.com]; Dick Anderson-EX[anderson@hpitx.com]; Beth Brooke-EX[beth@bethabrooke.com]; Antonio Garza[garzaao@yahoo.com]; Kathryn Petralia[kpetralia@gmail.com]; Christian Donohue-EX[Christian.Donohue@blackrock.com]
Subject: Compensation Proposal
Attachment: Tricolor_Compensation Discussion (3.24.23).pdf

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Daniel –

On behalf of the Board of Directors, in the attached deck we are responding to the compensation requests that you made to Christian and I last Friday. Apologies for the day delay, as we were trying to align schedules to walk you through it live.

This compensation package was unanimously approved by the Board and has input from all. As we discussed last week, a few of the items will require more time for us to respond to – e.g., severance, ability to sell equity pre-IPO. Please let us know any questions. We are available to speak over the weekend if helpful.

Thanks,
Derrick

Derrick Weatherspoon
BlackRock | Alternative Solutions Group
T: (212) 810-3679 | M: (410) 419-4379
Derrick.Weatherspoon@blackrock.com

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March 2023

Tricolor Board of Directors

Compensation Discussion Materials

Daniel Chu Compensation Ask Responses

- The full Tricolor Board of Directors has reviewed the compensation requests made by Daniel Chu and has provided responses herein
- We think Daniel has done an incredible job leading and growing Tricolor in the backdrop of a difficult economic and industry environment, and believe our compensation offer reflects this outperformance
- Our offer and responses are as follows:

Key Term	Daniel Chu Ask	Board Response	Timing of Board Response
Ask #1: One-Time Cash Bonus for 2022 in Lieu of Equity Incentive Grant	• $3mm one-time cash bonus in lieu of equity for 2022	• Instead of a cash bonus, a one-time Restricted Stock Units (RSUs) grant with a value of $1.5mm • Number of RSUs granted TBD based on the current valuation of the company • RSUs would vest over 3 years	Friday, March 24th
Ask #2: Additional Equity Incentive Grant to Daniel Chu & Select Senior Team Members	• New equity incentive units to Daniel Chu as well as Jerry Kollar, James Li, David Goodgame and Eduardo Perez • Incentive units in the form of RSUs	• Strong support for additional equity incentive for senior management team • Incentive units would be in the form and vesting structure of the existing Management Incentive Units (MIUs) • Implied value of aggregate MIUs issuance, distribution amongst senior team and number of MIUs issued (based on current company valuation) TBD with company • MIUs grant would be a one-time grant to bridge these management team members with incremental incentive equity in advance of an IPO or majority sale, at which time a new plan would be established	*People & Form of Grant* - Friday, March 24th *Total Size & Distribution of Grant Amongst Team* – ASAP in conjunction with the company

Daniel Chu Compensation Ask Responses (Cont'd)

Key Term	Daniel Chu Ask	Board Response	Timing of Response
Ask #3: Base Salary & Bonus for 2023 & Beyond	• Flip Base Salary and Bonus that previously was presented by the Board • Flip would imply: - Cash Salary: $1,500k - Target Cash Bonus: $750k - **Total Cash Pay: $2,250k**	• Keep Base Salary and Bonus as previously presented: - Cash Salary: $750k - Cash Bonus: $750k (Target) - $1,500k (Maximum) - **Total Cash Pay: $1,500k-$2,250k** • Per Meridian benchmarking, cash compensation at this level would be at the 75%+ percentile payout for CEOs of private companies between $200mm-$1bn in revenue assuming Target bonus, and significantly above assuming Maximum bonus • Board intends to work with Tricolor so the bonus payout structure has much more clarity. Our offer is for the bonus structure to be based on the following: - 40% based on revenue attainment vs Target - 40% based on EBITDA attainment vs Target - 20% discretionary (based on non-financial goals set for year - e.g., hiring goals) • For the financial metrics (i.e., revenue and EBITDA) that would impact bonus, the following would be established: - A "Threshold" $ amount for which if financials are below, there would be no bonus paid - A "Target" $ amount at which 100% of target bonus would be paid - "Maximum" $ amount at which or above 200% of target bonus would be paid - *Note: Between Threshold and Maximum Revenue or EBITDA attainment, there would be a ratable scaling of bonus payout related to the metric* • For 2023, it is fine if "Target" revenue and EBITDA is below the budget that was provided to the Board	*2023 Cash Compensation* - Friday, March 24th *Bonus Payout Structure* - ASAP in conjunction with the company .

Daniel Chu Compensation Ask Responses (Cont'd)

Key Term	Daniel Chu Ask	Board Response	Timing of Response
Ask #4: Severance	• 3 years, $1mm per year • Severance paid for any reason Daniel leaves the company	• Severance TBD – Board is actively reviewing, but will need a little more time as previously discussed • Following severance alignment, we will work with Daniel to execute a full employment agreement	*Severance* - Friday, April 7th *Employment Agreement* – ASAP thereafter
Ask #5: Ability to Sell Equity	• Ability to sell up to 25% of equity stake pre-IPO or pre-majority sale	• TBD – Board is actively reviewing, but will need a little more time as previously discussed	Friday, April 7th

Exhibit 17

From: Daniel Chu[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3E4B1BEB200E4F86B70BC5D47B10FB1A-DANIEL CHU]

Sent: Sat 3/25/2023 4:02:59 PM (UTC)

To: Weatherspoon, Derrick[Derrick.Weatherspoon@blackrock.com]

Cc: Dann Adams-EX[jdannadams@gmail.com]; Dick Anderson-EX[anderson@hpitx.com]; Beth Brooke-EX[beth@bethabrooke.com]; Antonio Garza[garzaao@yahoo.com]; Kathryn Petralia[kpetralia@gmail.com]; Christian Donohue-EX[Christian.Donohue@blackrock.com]

Subject: Re: Compensation Proposal

For the benefit of an explanation to the broader board on why your current comp proposal is undeniably absurd:

1. I'm relying on 2/3 (bonus component) of my cash comp to be determined by a process which we know to be mismanaged and incompetent. I would be considered an absolute idiot to depend on a process like I've just experienced (deception aside) to control the majority of my comp.
2. You're going to say it's formulaic (even though 20% is discretional), but the formula is based on our initial budget which would be in the top 1% of companies given the macro environment. So while the expectation is that we deliver in the top 1%, you expect to set my current base salary at the 50% level.

Daniel Chu
Founder & Chief Executive Officer | Tricolor Holdings
dchu@tricolor.com | www.tricolor.com

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From: Weatherspoon, Derrick <Derrick.Weatherspoon@blackrock.com>
Date: Saturday, March 25, 2023 at 9:55 AM

To: Daniel Chu <dchu@tricolor.com>
Cc: Dann Adams-EX <jdannadams@gmail.com>, Dick Anderson-EX <anderson@hpitx.com>, Beth Brooke-EX <beth@bethabrooke.com>, Antonio Garza <garzaao@yahoo.com>, Kathryn Petralia <kpetralia@gmail.com>, Christian Donohue-EX <Christian.Donohue@blackrock.com>
Subject: Compensation Proposal

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Daniel –

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Thanks,
Derrick

Derrick Weatherspoon
BlackRock | Alternative Solutions Group
T: (212) 810-3679 | M: (410) 419-4379
Derrick.Weatherspoon@blackrock.com

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Exhibit 18

From: Daniel Chu[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3E4B1BEB200E4F86B70BC5D47B10FB1A-DANIEL CHU]

Sent: Tue 5/9/2023 6:43:46 PM (UTC)

To: Qureshi, Rizwan A.[RQureshi@reedsmith.com]

Cc: Beth Brooke-EX[beth@bethabrooke.com]; Fisher, Courtney E.[CFisher@reedsmith.com]; Qureshi, Rizwan A.[RQureshi@reedsmith.com]

Bcc: Dick Anderson-EX[anderson@hpitx.com]; Kathryn Petralia[kpetralia@gmail.com]

Subject: Re: Confidential

Rizzy-

I've scanned over the list you provided.

It will obviously require considerable time to research each line item which is why I explained that I applied a "broad brush" to the first set of reclassed transactions.

I did, nevertheless, want to share some context which may be constructive in terms of understanding how I've thought about these expenses.

1. I wear many hats, not necessarily by my choice. So outside of the normal course of serving as CEO, I do all of the external interaction with our lenders and ABS investors. That includes, for example, attending conferences, rating agency meetings and doing roadshows for our bond issuances. (The vast majority of our peers have a dedicated person to do this). I also do 100% of our site selection and correspondingly, new market strategy. Additionally, I do virtually all of the initial reach out for anything strategic---from lobby efforts to tech to new exec hires. All of this require travel which at my age is candidly, not generally desirable. So when I do travel, I choose to travel with my immediate family (We have a 2 year old) so that we're together. So I consider larger hotel accommodations and multiple airline tickets to be part of that plan.
2. I deal with a wide variety of external constituencies---generally I believe I've been successful achieving alignment with them---and I've incurred various entertainment expenses accordingly. I do feel like I've exercised good judgment on these expenses---our peers host large golf outings for example---as well as other elaborate measures like charters to events, etc. I have hosted individuals in Miami from time to time and paid for their hotel.
3. Going back to 2014, I relocated to Los Angeles (sold my house in Dallas, purchased a house in LA) in order to launch our business there, de novo. Shortly after that, in order to capitalize on an opportunity to merge the TX and CA operations, I moved back to Dallas 15 months later. Unfortunately, I still own that house (I haven't been able to use it since pre-pandemic because of some damage and it's just gone on the market) and incurred an enormous amount of carrying costs (interest and taxes). Because the move back to Dallas was completely business-driven, I've expensed certain costs related to storage, moving, etc. over time between LA and Dallas and LA and Miami. I've felt that I only live in Dallas because I work here…
4. Because I need to be in Dallas, I decided to construct a house here. Due to pandemic-related delays, the completion was continually delayed nearly twelve months late (we had given up our rental thinking completion was more imminent) and so in 2022, there were a large number of hotel stays in Dallas.

That said, when I sort the top dollar items not classified as relocation, it looks like all are business expenses, and the higher cost hotel charges correspond to ABS road shows, bank meetings, etc, which I can corroborate. There is one large item for a company sponsorship to St. Jude's through a Hispanic fundraiser organized by a marketing firm we use.

I looked at transactions > $1,000, which totaled $680K. Of this amount,

- Travel=$422K, or 62%
- Relocation= $148K, or 22%
- Entertainment=$57K, or 8%

I believe the vast majority are generally properly coded based upon the context above (I did identify 8 larger charges which I could reclass as “Personal”)
Please provide me with your expectations; I unfortunately did not keep receipts.
There are over 4,500 transactions on the summary you provided; 4,000 of them, or 88%, are < $500 and would require a lot of research.
I’ll wait to hear back from you.

Daniel Chu
Founder & Chief Executive Officer | Tricolor Holdings
dchu@tricolor.com | www.tricolor.com

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Irving, TX 75039

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From: Qureshi, Rizwan A. <RQureshi@reedsmith.com>
Date: Tuesday, May 9, 2023 at 10:18 AM
To: Daniel Chu <dchu@tricolor.com>
Cc: Beth Brooke-EX <beth@bethabrooke.com>, Fisher, Courtney E. <CFisher@reedsmith.com>, Qureshi, Rizwan A. <RQureshi@reedsmith.com>
Subject: Confidential

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****CONFIDENTIAL****

Daniel,

Thank you again for providing us your spreadsheet related to Amex expenses and the related reclassification of certain expenses included therein. Attached please find a spreadsheet for your review and comment and which we can discuss on a forthcoming call between us.

Based on the credit card data and related email review, we believe the transactions reflected in the attached still appear to be personal in nature and/or require further background from you. In advance of our forthcoming call (which is yet to be scheduled), I would ask that you review the attached list, identify any business-related justification, and produce a receipt (if available) for any of the transactions.

After your review and our discussion, we will discuss next steps with the Audit Committee.

Thanks in advance.

Best
Rizzy

Rizwan (Rizzy) Qureshi, Esq.
rqureshi@reedsmith.com

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1301 K Street, N.W.
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* * *

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Exhibit 19

From: Qureshi, Rizwan A. <RQureshi@reedsmith.com>
Sent: Tuesday, May 9, 2023 11:12 AM
To: Daniel Chu
Cc: Beth Brooke-EX; Fisher, Courtney E.; Qureshi, Rizwan A.
Subject: Confidential
Attachments: Daniel Chu_Expense Transaction Review.xlsx

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****CONFIDENTIAL****

Daniel,

Thank you again for providing us your spreadsheet related to Amex expenses and the related reclassification of certain expenses included therein. Attached please find a spreadsheet for your review and comment and which we can discuss on a forthcoming call between us.

Based on the credit card data and related email review, we believe the transactions reflected in the attached still appear to be personal in nature and/or require further background from you. In advance of our forthcoming call (which is yet to be scheduled), I would ask that you review the attached list, identify any business-related justification, and produce a receipt (if available) for any of the transactions.

After your review and our discussion, we will discuss next steps with the Audit Committee.

Thanks in advance.

Best
Rizzy

Rizwan (Rizzy) Qureshi, Esq.
rqureshi@reedsmith.com

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* * *

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Credit Card

Privileged and Confidential
AMEX Transaction Listing

[1] If Business Explanation has been identified, please mark (Y/N) if receipt exists for the related transaction.

Filtered Total $ 1,180,681.29
Total $ 1,180,681.29

Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
1	12/26/2021	GRAND BEACH HOTEL SU SURFSIDE FL	$97.31	Business	7009-000	TRAVEL		
2	12/26/2021	GRAND BEACH HOTEL SU SURFSIDE FL	$3,670.18	Business	7009-000	TRAVEL		
4	12/28/2021	ALLIANCE COVID TESTI 844-678-0055 FL	$445.00	Business	7009-000	TRAVEL		
5	12/28/2021	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$76.45	Business	7009-000	TRAVEL		
6	12/28/2021	FOUR SEASONS LIDO RE SURFSIDE FL	$733.29	Business	7009-000	TRAVEL		
7	12/28/2021	LYFT *RIDE TUE 7PM SAN FRANCISCO CA	$30.00	Business	7009-000	TRAVEL		
8	12/28/2021	LYFT *RIDE TUE 7PM SAN FRANCISCO CA	$41.40	Business	7009-000	TRAVEL		
10	12/28/2021	PARKRECEIPTS.COM -V Plano TX	$35.00	Business	7009-000	TRAVEL		
11	12/28/2021	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
12	12/28/2021	APPLE.COM/BILL CUPERTINO CA	$11.90	Business	7530-000	DATA PROCESSING		
13	12/28/2021	APPLE.COM/BILL CUPERTINO CA	$16.23	Business	7530-000	DATA PROCESSING		
22	12/29/2021	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$153.87	Business	7009-000	TRAVEL		
23	12/29/2021	FOUR SEASONS SURF SP SURFSIDE FL	$390.91	Business	7009-000	TRAVEL		
24	12/29/2021	LYFT *CANCEL FEE SAN FRANCISCO CA	$5.00	Business	7009-000	TRAVEL		
25	12/29/2021	LYFT *RIDE TUE 7PM SAN FRANCISCO CA	$0.60	Business	7009-000	TRAVEL		
26	12/29/2021	LYFT *RIDE TUE 7PM SAN FRANCISCO CA	$4.50	Business	7009-000	TRAVEL		
27	12/29/2021	LYFT *RIDE WED 12P SAN FRANCISCO CA	$5.28	Business	7009-000	TRAVEL		
28	12/29/2021	LYFT *RIDE WED 12P SAN FRANCISCO CA	$26.40	Business	7009-000	TRAVEL		
29	12/29/2021	LYFT *RIDE WED 2PM SAN FRANCISCO CA	$11.40	Business	7009-000	TRAVEL		
30	12/29/2021	LYFT *RIDE WED 4PM SAN FRANCISCO CA	$63.18	Business	7009-000	TRAVEL		
31	12/29/2021	LYFT *RIDE WED 9AM SAN FRANCISCO CA	$5.10	Business	7009-000	TRAVEL		
32	12/29/2021	LYFT *RIDE WED 9AM SAN FRANCISCO CA	$8.90	Business	7009-000	TRAVEL		
33	12/29/2021	LYFT *RIDE WED 9PM SAN FRANCISCO CA	$86.74	Business	7009-000	TRAVEL		
34	12/29/2021	PAYPAL *UBER 8665761039 CA	$18.39	Business	7009-000	TRAVEL		
44	12/29/2021	PAYPAL *HOMEZO 913129566	$44.98	Business	7570-000	OFFICE SUPPLIES		
49	12/30/2021	BT*DD *DOORDASH BURG SAN FRANCISCO CA	$43.74	Business	7009-000	TRAVEL		
50	12/30/2021	BT*DD *DOORDASH NAIY SAN FRANCISCO CA	$158.10	Business	7009-000	TRAVEL		
61	12/30/2021	HLU*HULU 20797497302 HULU.COM/BILL CA	$7.57	Business	7570-000	OFFICE SUPPLIES		
64	12/31/2021	PAYPAL *MICHELLPINED 4029357733 FL	$411.90	Business	7009-000	TRAVEL		
66	12/31/2021	PRIME VIDEO*M75G76L6 888-802-3080 WA	$11.90	Business	7530-000	DATA PROCESSING		
74	12/31/2021	WESTWAY SITE SERVICE DALLAS TX	$119.79	Business	7570-000	OFFICE SUPPLIES		
76	01/01/2022	CUBESMART 492 436845 DALLAS TX	$513.95	Business	7012-001	RELOCATION-DC		
77	01/01/2022	EXXONMOBIL 9914 MIAMI FL	$85.60	Business	7005-000	FUEL		
78	01/01/2022	AMERIPARK REEF VALET ATLANTA GA	$17.50	Business	7009-000	TRAVEL		
79	01/01/2022	CKE*FORTE DEI MARMI MIAMI BEACH FL	$145.00	Business	7009-000	TRAVEL		
80	01/01/2022	FRANQUICIAS DEL NORT MIAMI FL	$208.75	Business	7009-000	TRAVEL		
82	01/01/2022	PRIVATE CAR SERVICES Bal Harbour FL	$267.50	Business	7009-000	TRAVEL		
83	01/01/2022	BT*AUDIOBOOKS.COM PRINCE FREDERCK MD	$16.18	Business	7530-000	DATA PROCESSING		
90	01/02/2022	AMERIPARK 30209101 A MIAMI FL	$3.00	Business	7009-000	TRAVEL		
92	01/02/2022	FOUR SEASONS EDGE MIAMI FL	$142.08	Business	7009-000	TRAVEL		
94	01/02/2022	MIAKB PMS 1615220400 Key Biscayne FL	$417.68	Business	7009-000	TRAVEL		
95	01/02/2022	62225 - FOUR SEASONS MIAMI FL	$10.00	Business	7012-000	MEALS & ENTERTAINMENT		
96	01/02/2022	APPLE.COM/BILL CUPERTINO CA	$9.99	Business	7530-000	DATA PROCESSING		
99	01/03/2022	5 BROTHERS GOURMET M NEW YORK NY	$10.40	Business	7009-000	TRAVEL		
100	01/03/2022	BT*DD *DOORDASH BURG SAN FRANCISCO CA	$22.35	Business	7009-000	TRAVEL		
101	01/03/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$116.27	Business	7009-000	TRAVEL		
102	01/03/2022	HOUSTON'S 305.947.20 AVENTURA FL	$128.00	Business	7009-000	TRAVEL		
103	01/03/2022	CCI*CARE.COM 737-202-3114 MA	$83.15	Business	7012-000	MEALS & ENTERTAINMENT		
109	01/04/2022	WHITE GLOVE STORAGE AUSTIN TX	$136.18	Business	7012-001	RELOCATION-DC		
110	01/04/2022	WHITE GLOVE STORAGE AUSTIN TX	$2,242.43	Business	7012-001	RELOCATION-DC		
113	01/04/2022	BT*DD *DOORDASH BURG SAN FRANCISCO CA	$22.35	Business	7009-000	TRAVEL		
116	01/04/2022	HOTELSCOM91839601332 HOTELS.COM WA	$695.70	Business	7009-000	TRAVEL		
117	01/04/2022	LYFT.COM/CHARGES 000 SAN FRANCISCO CA	$23.28	Business	7009-000	TRAVEL		
119	01/04/2022	APPLE.COM/BILL CUPERTINO CA	$17.13	Business	7530-000	DATA PROCESSING		
120	01/04/2022	APPLE.COM/BILL CUPERTINO CA	$43.29	Business	7530-000	DATA PROCESSING		
121	01/04/2022	HTTP://WWW.GOGOAIR.C 877-350-0038 IL	$59.95	Business	7530-000	DATA PROCESSING		
136	01/04/2022	PAYPAL *CRGUY01 4029357733 IN	$309.00	Business	7570-000	OFFICE SUPPLIES		
138	01/05/2022	BT*DD *DOORDASH BURG SAN FRANCISCO CA	$24.61	Business	7009-000	TRAVEL		
139	01/05/2022	LYFT.COM/CHARGES 000 SAN FRANCISCO CA	$26.25	Business	7009-000	TRAVEL		
143	01/05/2022	UPTOWN RX PHARMACY Dallas TX	$169.99	Business	7009-000	TRAVEL		
144	01/05/2022	PARK HOUSE - ECOM 00 DALLAS TX	$438.88	Business	7012-000	MEALS & ENTERTAINMENT		
145	01/05/2022	APPLE.COM/BILL CUPERTINO CA	$8.65	Business	7530-000	DATA PROCESSING		
161	01/06/2022	BT*DD *DOORDASH BURG SAN FRANCISCO CA	$24.61	Business	7009-000	TRAVEL		
163	01/06/2022	PAYPAL *MKERFOURN 4029357733	$69.78	Business	7009-000	TRAVEL		
165	01/06/2022	APPLE.COM/BILL CUPERTINO CA	$43.29	Business	7530-000	DATA PROCESSING		
166	01/06/2022	APPLE.COM/BILL CUPERTINO CA	$44.99	Business	7530-000	DATA PROCESSING		
168	01/06/2022	PAYPAL *NETFLIX.COM 8667160414 CA	$19.47	Business	7530-000	DATA PROCESSING		
173	01/07/2022	PAYPAL *MICHELLPINED 4029357733 FL	$411.90	Business	7009-000	TRAVEL		
175	01/07/2022	SOHO HOUSE BEACH HOU MIAMI BEACH FL	$252.57	Business	7009-000	TRAVEL		
177	01/07/2022	UBER EATS SAN FRANCISCO CA	$22.49	Business	7009-000	TRAVEL		
178	01/07/2022	FLANIGANS #60 SURFS SURFSIDE FL	$32.22	Business	7012-000	MEALS & ENTERTAINMENT		
179	01/07/2022	APPLE.COM/BILL CUPERTINO CA	$8.65	Business	7530-000	DATA PROCESSING		
180	01/07/2022	GOOGLE *GOOGLE PLAY G.CO/HELPPAY# CA	$3.99	Business	7530-000	DATA PROCESSING		
183	01/07/2022	PRIME VIDEO*9H6MH3VP 888-802-3080 WA	$4.32	Business	7530-000	DATA PROCESSING		
184	01/07/2022	SPECTRUM 855-707-7328 FL	$220.08	Business	7530-000	DATA PROCESSING		
188	01/07/2022	GUM.CO/CC* TJE RESEA SAN FRANCISCO CA	$24.99	Business	7570-000	OFFICE SUPPLIES		
199	01/08/2022	PAYPAL *BJOHNSTIN198 4029357733 IL	$2,058.30	Business	7009-000	TRAVEL		
200	01/08/2022	SOHO BEACH HOUSE - V Miami Beach FL	$36.00	Business	7009-000	TRAVEL		
203	01/08/2022	PRIME VIDEO*S58RC1TY 888-802-3080 WA	$6.48	Business	7530-000	DATA PROCESSING		
212	01/08/2022	PAYPAL *KATIE.CHU 4029357733 TX	$458.67	Business	7570-000	OFFICE SUPPLIES		
216	01/09/2022	American Airlines FT WORTH TX	$367.60	Business	7009-000	TRAVEL		
217	01/09/2022	American Airlines FT WORTH TX	$748.60	Business	7009-000	TRAVEL		
218	01/09/2022	BT*DD *DOORDASH BURG SAN FRANCISCO CA	$41.62	Business	7009-000	TRAVEL		
219	01/09/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$30.39	Business	7009-000	TRAVEL		
221	01/09/2022	PARKRECEIPTS.COM -V Plano TX	$35.00	Business	7009-000	TRAVEL		
222	01/09/2022	THE SURF CLUB RESTAU SURFSIDE FL	$291.94	Business	7009-000	TRAVEL		
234	01/10/2022	20505 BISCAYNE BLVD MIAMI FL	$79.95	Business	7009-000	TRAVEL		
236	01/10/2022	CVS/PHARMACY #01206 BOSTON MA	$79.15	Business	7009-000	TRAVEL		
237	01/10/2022	CVS/PHARMACY #10646 AVENTURA FL	$73.42	Business	7009-000	TRAVEL		
238	01/10/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$75.91	Business	7009-000	TRAVEL		
241	01/10/2022	MANDARIN ORIENTAL BO BOSTON MA	$158.22	Business	7009-000	TRAVEL		
243	01/10/2022	PARKRECEIPTS.COM -V Plano TX	$8.00	Business	7009-000	TRAVEL		
244	01/10/2022	PAYPAL *UBER 8665761039 CA	$37.50	Business	7009-000	TRAVEL		
245	01/10/2022	APPLE.COM/BILL CUPERTINO CA	$16.20	Business	7530-000	DATA PROCESSING		
246	01/10/2022	APPLE.COM/BILL CUPERTINO CA	$43.29	Business	7530-000	DATA PROCESSING		
261	01/10/2022	APPLE STORE R149 R14 BOSTON MA	$259.25	Business	7570-000	OFFICE SUPPLIES		
267	01/11/2022	THREAD* 2015631 LONDON	$252.00	Business	7012-000	MEALS & ENTERTAINMENT		

Credit Card

Privileged and Confidential
AMEX Transaction Listing

[1] If Business Explanation has been identified, please mark (Y/N) if receipt exists for the related transaction.

Filtered Total $ 1,180,681.29
Total $ 1,180,681.29

Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
268	01/11/2022	APPLE.COM/BILL CUPERTINO CA	$34.60	Business	7530-000	DATA PROCESSING		
269	01/11/2022	PRIME VIDEO*8N5KZ9Y0 888-802-3080 WA	$6.48	Business	7530-000	DATA PROCESSING		
290	01/12/2022	WHOLEFDS UTD #10505 DALLAS TX	$23.79	Business	7009-000	TRAVEL		
291	01/12/2022	TST* THE GEM - LUTHE DALLAS TX	$11.37	Business	7012-000	MEALS & ENTERTAINMENT		
292	01/12/2022	TST* THE GEM - LUTHE DALLAS TX	$11.37	Business	7012-000	MEALS & ENTERTAINMENT		
293	01/12/2022	APPLE.COM/BILL CUPERTINO CA	$5.40	Business	7530-000	DATA PROCESSING		
308	01/12/2022	FEDEX 288666887876 F MEMPHIS TN	$16.61	Business	7570-000	OFFICE SUPPLIES		
310	01/12/2022	ZERO RESTRICTION SHELTON CT	$102.00	Business	7570-000	OFFICE SUPPLIES		
318	01/13/2022	WALGREENS #4955 0000 AVENTURA FL	$58.99	Business	7009-000	TRAVEL		
319	01/13/2022	TST* THE GEM - LUTHE DALLAS TX	$11.37	Business	7012-000	MEALS & ENTERTAINMENT		
320	01/13/2022	FUBOTV INC NEW YORK NY	$64.99	Business	7530-000	DATA PROCESSING		
321	01/13/2022	PRIME VIDEO*K0812466 888-802-3080 WA	$3.24	Business	7530-000	DATA PROCESSING		
322	01/13/2022	SPOTIFY USA NEW YORK US	$17.31	Business	7530-000	DATA PROCESSING		
331	01/13/2022	PAYPAL *YLOAIZA21 4029357733 FL	$206.10	Business	7570-000	OFFICE SUPPLIES		
337	01/14/2022	BT HASALONMIAMIRESTA NEW YORK NY	$100.00	Business	7009-000	TRAVEL		
338	01/14/2022	DOORDASH*BURGERFI SAN FRANCISCO CA	$24.61	Business	7009-000	TRAVEL		
339	01/14/2022	DOORDASH*CVS SAN FRANCISCO CA	$38.84	Business	7009-000	TRAVEL		
340	01/14/2022	LYFT *RIDE FRI 12P SAN FRANCISCO CA	$10.58	Business	7009-000	TRAVEL		
341	01/14/2022	LYFT *RIDE FRI 12P SAN FRANCISCO CA	$11.40	Business	7009-000	TRAVEL		
342	01/14/2022	PALM MIAMI 0563 BAY HARBOR IS FL	$248.10	Business	7009-000	TRAVEL		
344	01/14/2022	UBER EATS SAN FRANCISCO CA	$17.93	Business	7009-000	TRAVEL		
345	01/14/2022	UPTOWN RX PHARMACY Dallas TX	$169.99	Business	7009-000	TRAVEL		
346	01/14/2022	TST* THE GEM - LUTHE DALLAS TX	$11.37	Business	7012-000	MEALS & ENTERTAINMENT		
347	01/14/2022	TST* THE GEM - LUTHE DALLAS TX	$13.53	Business	7012-000	MEALS & ENTERTAINMENT		
351	01/15/2022	CUBESMART 492 436845 DALLAS TX	$635.00	Business	7012-001	RELOCATION-DC		
352	01/15/2022	PAYPAL *MICHELLPINED 4029357733 FL	$463.35	Business	7009-000	TRAVEL		
353	01/15/2022	PAYPAL *UBER EATS 8665761039 CA	$13.47	Business	7009-000	TRAVEL		
354	01/15/2022	PAYPAL *UBER EATS 8665761039 CA	$64.35	Business	7009-000	TRAVEL		
355	01/15/2022	WHOLEFDS CGB 10190 0 SOUTH MIAMI FL	$22.25	Business	7009-000	TRAVEL		
356	01/15/2022	WHOLEFDS CGB 10190 0 SOUTH MIAMI FL	$50.20	Business	7009-000	TRAVEL		
357	01/15/2022	FOUR SEASONS CLUB AC IRVING TX	$1,043.04	Business	7012-000	MEALS & ENTERTAINMENT		
367	01/16/2022	ALLIANCE COVID TESTI 844-678-0055 FL	$445.00	Business	7009-000	TRAVEL		
369	01/16/2022	American Airlines FT WORTH TX	$1,494.60	Business	7009-000	TRAVEL		
370	01/16/2022	DOORDASH*CVS SAN FRANCISCO CA	$49.09	Business	7009-000	TRAVEL		
371	01/16/2022	DOORDASH*CVS SAN FRANCISCO CA	$58.21	Business	7009-000	TRAVEL		
373	01/16/2022	WHOLEFDS BIS 10096 0 AVENTURA FL	$164.66	Business	7009-000	TRAVEL		
374	01/16/2022	PROPAY*La DUNI Latin 2145207300 TX	$24.62	Business	7012-000	MEALS & ENTERTAINMENT		
375	01/16/2022	THE JUICE BAR DALLAS TX	$8.39	Business	7012-000	MEALS & ENTERTAINMENT		
380	01/17/2022	CUBESMART 492 436845 DALLAS TX	$167.00	Business	7012-001	RELOCATION-DC		
381	01/17/2022	MERIDITH BAER HOME SOUTH GATE CA	$6,650.00	Business	7012-001	RELOCATION-DC		
382	01/17/2022	TRINITY PHARMACY - R CARROLLTON TX	$378.32	Business	7012-001	RELOCATION-DC		
384	01/17/2022	PAYPAL *UBER 8665761039 CA	$29.75	Business	7009-000	TRAVEL		
387	01/17/2022	PROPAY*La DUNI Latin 2145207300 TX	$20.52	Business	7012-000	MEALS & ENTERTAINMENT		
401	01/18/2022	LYFT.COM/CHARGES 000 SAN FRANCISCO CA	$107.34	Business	7009-000	TRAVEL		
403	01/18/2022	PAYPAL *UBER 8665761039 CA	$32.54	Business	7009-000	TRAVEL		
404	01/18/2022	PELOTON* MEMBERSHIP NEW YORK CITY NY	$39.00	Business	7009-000	TRAVEL		
405	01/18/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
425	01/19/2022	AMERICAN AIRLINES 800-433-7300 TX	$296.20	Business	7009-000	TRAVEL		
426	01/19/2022	LYFT.COM/CHARGES 000 SAN FRANCISCO CA	$44.46	Business	7009-000	TRAVEL		
427	01/19/2022	LYFT.COM/CHARGES 000 SAN FRANCISCO CA	$75.26	Business	7009-000	TRAVEL		
428	01/19/2022	LYFT.COM/CHARGES 000 SAN FRANCISCO CA	$128.57	Business	7009-000	TRAVEL		
430	01/19/2022	PAYPAL *UBER 8665761039 CA	$31.21	Business	7009-000	TRAVEL		
431	01/19/2022	PF CHANGS #2000 OLO N MIAMI BEACH FL	$72.41	Business	7009-000	TRAVEL		
433	01/19/2022	GOOGLE *YOUTUBE TV G.CO/HELPPAY# CA	$70.35	Business	7530-000	DATA PROCESSING		
434	01/19/2022	PRIME VIDEO*Y64SS976 888-802-3080 WA	$21.64	Business	7530-000	DATA PROCESSING		
435	01/19/2022	SPECTRUM 855-707-7328 MO	$313.39	Business	7530-000	DATA PROCESSING		
436	01/19/2022	STANCE, INC. SAN CLEMENTE CA	$83.40	Business	7530-000	DATA PROCESSING		
455	01/20/2022	LYFT *RIDE THU 2PM SAN FRANCISCO CA	$56.53	Business	7009-000	TRAVEL		
458	01/20/2022	MI COCINA HP 0014 DALLAS TX	$31.95	Business	7012-000	MEALS & ENTERTAINMENT		
459	01/20/2022	APPLE.COM/BILL CUPERTINO CA	$7.57	Business	7530-000	DATA PROCESSING		
460	01/20/2022	APPLE.COM/BILL CUPERTINO CA	$10.99	Business	7530-000	DATA PROCESSING		
471	01/20/2022	PEACOCK*A1579 NEW YORK CITY NY	$10.81	Business	7570-000	OFFICE SUPPLIES		
473	01/21/2022	BT*DD *DOORDASH THEI SAN FRANCISCO CA	$13.65	Business	7009-000	TRAVEL		
474	01/21/2022	DOORDASH*LITTLE CAES SAN FRANCISCO CA	$16.84	Business	7009-000	TRAVEL		
475	01/21/2022	FOUR SEASONS SURF SP SURFSIDE FL	$522.00	Business	7009-000	TRAVEL		
476	01/21/2022	LYFT *RIDE FRI 2PM SAN FRANCISCO CA	$39.00	Business	7009-000	TRAVEL		
477	01/21/2022	MR CHOW'S - MIAMI 1 MIAMI FL	$888.83	Business	7009-000	TRAVEL		
478	01/21/2022	PAYPAL *MICHELLPINED 4029357733 FL	$463.35	Business	7009-000	TRAVEL		
479	01/21/2022	PAYPAL *UBER 8665761039 CA	$16.00	Business	7009-000	TRAVEL		
480	01/21/2022	PAYPAL *UBER 8665761039 CA	$18.84	Business	7009-000	TRAVEL		
482	01/21/2022	DRIP COFFEE CO. 1 DALLAS TX	$64.00	Business	7012-000	MEALS & ENTERTAINMENT		
483	01/21/2022	JAM & TOAST 65000001 IRVING TX	$14.85	Business	7012-000	MEALS & ENTERTAINMENT		
484	01/21/2022	PRIME VIDEO*5H3BJ1V4 888-802-3080 WA	$9.73	Business	7530-000	DATA PROCESSING		
493	01/22/2022	FOUR SEASONS POOL BC SURFSIDE FL	$843.05	Business	7009-000	TRAVEL		
494	01/22/2022	LITTLESPOON.COM NEW YORK NY	$15.96	Business	7009-000	TRAVEL		
495	01/22/2022	LITTLESPOON.COM NEW YORK NY	$98.00	Business	7009-000	TRAVEL		
496	01/22/2022	LYFT.COM/CHARGES 000 SAN FRANCISCO CA	$55.69	Business	7009-000	TRAVEL		
497	01/22/2022	LYFT.COM/CHARGES 000 SAN FRANCISCO CA	$61.83	Business	7009-000	TRAVEL		
498	01/22/2022	LYFT.COM/CHARGES 000 SAN FRANCISCO CA	$66.92	Business	7009-000	TRAVEL		
499	01/22/2022	LYFT.COM/CHARGES 000 SAN FRANCISCO CA	$244.24	Business	7009-000	TRAVEL		
500	01/22/2022	PARKRECEIPTS.COM -V Plano TX	$35.00	Business	7009-000	TRAVEL		
502	01/22/2022	APPLE.COM/BILL CUPERTINO CA	$31.34	Business	7530-000	DATA PROCESSING		
503	01/22/2022	GOOGLE *YOUTUBE VIDE G.CO/HELPPAY# CA	$4.32	Business	7530-000	DATA PROCESSING		
511	01/22/2022	RIDDELL PLUMBING MESQUITE TX	$925.00	Business	7570-000	OFFICE SUPPLIES		
512	01/23/2022	LYFT *RIDE SUN 6PM SAN FRANCISCO CA	$8.63	Business	7009-000	TRAVEL		
513	01/23/2022	LYFT.COM/CHARGES 000 SAN FRANCISCO CA	$13.99	Business	7009-000	TRAVEL		
514	01/23/2022	LYFT.COM/CHARGES 000 SAN FRANCISCO CA	$18.74	Business	7009-000	TRAVEL		
516	01/23/2022	EQUINOX MOTO #451 45 DALLAS TX	$197.02	Business	7012-000	MEALS & ENTERTAINMENT		
517	01/23/2022	EQUINOX MOTO #451 45 DALLAS TX	$303.10	Business	7012-000	MEALS & ENTERTAINMENT		
518	01/23/2022	EXHALE BAL HARBOUR BAL HARBOUR FL	$340.00	Business	7012-000	MEALS & ENTERTAINMENT		
519	01/23/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
531	01/24/2022	LYFT *RIDE SUN 8PM SAN FRANCISCO CA	$28.83	Business	7009-000	TRAVEL		
532	01/24/2022	LYFT.COM/CHARGES 000 SAN FRANCISCO CA	$94.25	Business	7009-000	TRAVEL		
533	01/24/2022	PARKRECEIPTS.COM -V Plano TX	$8.00	Business	7009-000	TRAVEL		
534	01/24/2022	PF CHANGS #2000 OLO N MIAMI BEACH FL	$55.47	Business	7009-000	TRAVEL		
535	01/24/2022	EXHALE BAL HARBOUR 305-4555411 FL	$30.00	Business	7012-000	MEALS & ENTERTAINMENT		
536	01/24/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		

Credit Card

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Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
538	01/24/2022	SPECTRUM 855-707-7328 MO	$164.46	Business	7530-000	DATA PROCESSING		
546	01/25/2022	PF CHANGS #2000 OLO N MIAMI BEACH FL	$40.22	Business	7009-000	TRAVEL		
548	01/25/2022	UBER EATS SAN FRANCISCO CA	$116.74	Business	7009-000	TRAVEL		
559	01/26/2022	CUBESMART 492 436845 DALLAS TX	$686.00	Business	7012-001	RELOCATION-DC		
562	01/26/2022	LYFT *RIDE WED 12P SAN FRANCISCO CA	$11.40	Business	7009-000	TRAVEL		
563	01/26/2022	LYFT *RIDE WED 12P SAN FRANCISCO CA	$12.32	Business	7009-000	TRAVEL		
564	01/26/2022	PARKRECEIPTS.COM -V Plano TX	$8.00	Business	7009-000	TRAVEL		
565	01/26/2022	PF CHANGS #2000 OLO N MIAMI BEACH FL	$54.01	Business	7009-000	TRAVEL		
566	01/26/2022	PROPAY*La DUNI Latin 2145207300 TX	$46.01	Business	7012-000	MEALS & ENTERTAINMENT		
567	01/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		
568	01/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		
576	01/26/2022	HLU*HULU 17107704514 HULU.COM/BILL CA	$86.59	Business	7570-000	OFFICE SUPPLIES		
579	01/27/2022	CUBESMART 492 436845 DALLAS TX	$1,102.00	Business	7012-001	RELOCATION-DC		
583	01/27/2022	HOTELSCOM91651830096 HOTELS.COM WA	$101.09	Business	7009-000	TRAVEL		
584	01/27/2022	PURA VIDA BAY HARBOR BAY HARBOR IS FL	$60.39	Business	7009-000	TRAVEL		
586	01/27/2022	UBER EATS SAN FRANCISCO CA	$19.92	Business	7009-000	TRAVEL		
587	01/27/2022	EXHALE BAL HARBOUR 305-4555411 FL	$330.00	Business	7012-000	MEALS & ENTERTAINMENT		
588	01/27/2022	PROPAY*La DUNI Latin 2145207300 TX	$46.01	Business	7012-000	MEALS & ENTERTAINMENT		
612	01/28/2022	UBER EATS SAN FRANCISCO CA	$21.12	Business	7009-000	TRAVEL		
614	01/28/2022	U.S. RETAILERS 855-600-3859 TX	$489.00	Business	7012-000	MEALS & ENTERTAINMENT		
624	01/28/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
625	01/28/2022	APPLE.COM/BILL CUPERTINO CA	$36.78	Business	7530-000	DATA PROCESSING		
627	01/28/2022	DOORDASH*TEXADELPHIA SAN FRANCISCO CA	$37.21	Business	7009-000	TRAVEL		
632	01/28/2022	PAYPAL *MIAMIAUTOMO 3058563000 FL	$2,488.30	Business	7586-000	VEHICLE MAINTENANCE		
633	01/28/2022	PAYPAL *MICHELLPINED 4029357733 FL	$566.25	Business	7570-000	OFFICE SUPPLIES		
635	01/28/2022	PRIME VIDEO*U47LM8XY 888-802-3080 WA	$21.64	Business	7530-000	DATA PROCESSING		
636	01/28/2022	PROPAY*La DUNI Latin 2145207300 TX	$46.01	Business	7009-000	TRAVEL		
637	01/28/2022	WESTWAY SITE SERVICE DALLAS TX	$119.79	Business	7570-000	OFFICE SUPPLIES		
645	01/29/2022	American Airlines FT WORTH TX	$1,085.19	Business	7009-000	TRAVEL		
646	01/29/2022	American Airlines FT WORTH TX	$1,085.19	Business	7009-000	TRAVEL		
647	01/29/2022	American Airlines FT WORTH TX	$1,209.20	Business	7009-000	TRAVEL		
650	01/29/2022	American Airlines FT WORTH TX	$1,230.19	Business	7009-000	TRAVEL		
656	01/29/2022	EXXONMOBIL 9757 SUNNY ISLES B FL	$104.38	Business	7005-000	FUEL		
658	01/29/2022	PARKONE REEF VALET E NORTH MIAMI FL	$14.50	Business	7009-000	TRAVEL		
659	01/29/2022	PRIME VIDEO*SK1KO0VN 888-802-3080 WA	$4.32	Business	7530-000	DATA PROCESSING		
660	01/29/2022	PROPAY*La DUNI Latin 2145207300 TX	$46.01	Business	7009-000	TRAVEL		
661	01/29/2022	PURA VIDA BAY HARBOR BAY HARBOR IS FL	$54.05	Business	7009-000	TRAVEL		
662	01/29/2022	SERAFINA AVENTURA FL	$129.09	Business	7009-000	TRAVEL		
677	01/30/2022	HLU*HULU 20797497314 HULU.COM/BILL CA	$7.57	Business	7530-000	DATA PROCESSING		
678	01/30/2022	HOTELSCOM91793956707 HOTELS.COM WA	$667.18	Business	7009-000	TRAVEL		
679	01/30/2022	LYFT *RIDE SUN 1PM SAN FRANCISCO CA	$68.40	Business	7009-000	TRAVEL		
680	01/30/2022	PARKRECEIPTS.COM -V Plano TX	$10.00	Business	7009-000	TRAVEL		
681	01/30/2022	PROPAY*La DUNI Latin 2145207300 TX	$40.86	Business	7009-000	TRAVEL		
682	01/30/2022	PURA VIDA BAY HARBOR BAY HARBOR IS FL	$37.71	Business	7009-000	TRAVEL		
691	01/31/2022	American Airlines FT WORTH TX	$609.59	Business	7009-000	TRAVEL		
693	01/31/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$132.75	Business	7009-000	TRAVEL		
694	01/31/2022	LYFT *RIDE MON 11A SAN FRANCISCO CA	$26.95	Business	7009-000	TRAVEL		
695	01/31/2022	LYFT *RIDE SUN 5PM SAN FRANCISCO CA	$27.72	Business	7009-000	TRAVEL		
696	01/31/2022	MPA PARKING PAY BY P MIAMI FL	$6.50	Business	7009-000	TRAVEL		
703	01/31/2022	PAYPAL *PANASONICAV 9496722000 CA	$25.00	Business	7530-000	DATA PROCESSING		
704	01/31/2022	PRIME VIDEO*KF1MX91Z 888-802-3080 WA	$11.90	Business	7530-000	DATA PROCESSING		
705	01/31/2022	PROPAY*La DUNI Latin 2145207300 TX	$40.86	Business	7009-000	TRAVEL		
706	01/31/2022	PURA VIDA BAY HARBOR BAY HARBOR IS FL	$49.13	Business	7009-000	TRAVEL		
707	01/31/2022	R+D DALLAS214.890.79 DALLAS TX	$86.53	Business	7012-000	MEALS & ENTERTAINMENT		
708	01/31/2022	UBER EATS SAN FRANCISCO CA	$29.16	Business	7009-000	TRAVEL		
709	01/31/2022	WHOLEFDS HPK 10140 0 DALLAS TX	$88.59	Business	7012-000	MEALS & ENTERTAINMENT		
713	02/01/2022	APPLE.COM/BILL CUPERTINO CA	$17.13	Business	7530-000	DATA PROCESSING		
714	02/01/2022	BT*AUDIOBOOKS.COM PRINCE FREDERCK MD	$16.18	Business	7530-000	DATA PROCESSING		
715	02/01/2022	CUBESMART 492 436845 DALLAS TX	$513.95	Business	7012-001	RELOCATION-DC		
716	02/01/2022	CVS/PHARMACY #07747 DALLAS TX	$194.16	Business	7009-000	TRAVEL		
717	02/01/2022	DOORDASH*CHICK-FIL-A SAN FRANCISCO CA	$41.14	Business	7009-000	TRAVEL		
720	02/01/2022	MI COCINA HP 0014 DALLAS TX	$43.70	Business	7012-000	MEALS & ENTERTAINMENT		
721	02/01/2022	MUSUME 0217700216732 DALLAS TX	$97.27	Business	7012-000	MEALS & ENTERTAINMENT		
722	02/01/2022	PARK HOUSE 000000001 DALLAS TX	$20.13	Business	7012-000	MEALS & ENTERTAINMENT		
724	02/01/2022	PREMIER TRANSPORTATI DALLAS CA	$111.12	Business	7009-000	TRAVEL		
727	02/02/2022	APPLE.COM/BILL CUPERTINO CA	$9.99	Business	7530-000	DATA PROCESSING		
728	02/02/2022	CUBESMART 492 436845 DALLAS TX	$20.88	Business	7012-001	RELOCATION-DC		
729	02/02/2022	HILLSTONE 214.691.89 DALLAS TX	$79.12	Business	7012-000	MEALS & ENTERTAINMENT		
730	02/02/2022	JAM & TOAST 65000001 IRVING TX	$14.85	Business	7012-000	MEALS & ENTERTAINMENT		
731	02/02/2022	PARKRECEIPTS.COM -V Plano TX	$8.00	Business	7009-000	TRAVEL		
732	02/02/2022	STRETCH BAR FITNESS DALLAS TX	$199.00	Business	7009-000	TRAVEL		
733	02/02/2022	WHITE GLOVE STORAGE AUSTIN TX	$2,284.26	Business	7012-001	RELOCATION-DC		
734	02/03/2022	4TE*POST ALARM SYSTE ARCADIA CA	$444.74	Business	7012-001	RELOCATION-DC		
738	02/03/2022	AMERICAN AIRLINES 800-433-7300 TX	$787.19	Business	7009-000	TRAVEL		
739	02/03/2022	AMERICAN AIRLINES 800-433-7300 TX	$787.19	Business	7009-000	TRAVEL		
740	02/03/2022	American Airlines FT WORTH TX	$565.60	Business	7009-000	TRAVEL		
746	02/03/2022	DOC BS FRESH KITCHEN DALLAS TX	$26.73	Business	7012-000	MEALS & ENTERTAINMENT		
747	02/03/2022	DOC BS FRESH KITCHEN DALLAS TX	$26.82	Business	7012-000	MEALS & ENTERTAINMENT		
748	02/03/2022	PARKRECEIPTS.COM -V Plano TX	$8.00	Business	7009-000	TRAVEL		
750	02/03/2022	PAYPAL *UBER 8665761039 CA	$31.87	Business	7009-000	TRAVEL		
751	02/03/2022	UBER EATS SAN FRANCISCO CA	$76.91	Business	7009-000	TRAVEL		
766	02/04/2022	HTTP://WWW.GOGOAIR.C 877-350-0038 IL	$59.95	Business	7530-000	DATA PROCESSING		
768	02/04/2022	LINGANDLOUIES IRVING TX	$29.40	Business	7009-000	TRAVEL		
769	02/04/2022	LYFT *RIDE SAT 2AM SAN FRANCISCO CA	$79.32	Business	7009-000	TRAVEL		
770	02/04/2022	PAYPAL *ITATIPERDOMO 4029357733 FL	$463.35	Business	7570-000	OFFICE SUPPLIES		
773	02/04/2022	PAYPAL *UBER 8665761039 CA	$36.67	Business	7009-000	TRAVEL		
774	02/04/2022	SOULCYCLE INC. NEW YORK NY	$145.00	Business	7009-000	TRAVEL		
775	02/04/2022	TGI FRIDAYS #0843 00 DFW AIRPORT TX	$12.51	Business	7009-000	TRAVEL		
776	02/04/2022	TOWN OF SURFSIDE PRK SURFSIDE FL	$7.27	Business	7009-000	TRAVEL		
781	02/05/2022	American Airlines FT WORTH TX	$2,643.20	Business	7009-000	TRAVEL		
784	02/05/2022	APPLE.COM/BILL CUPERTINO CA	$17.30	Business	7530-000	DATA PROCESSING		
785	02/05/2022	APPLE.COM/BILL CUPERTINO CA	$32.46	Business	7530-000	DATA PROCESSING		
787	02/05/2022	FOUR SEASONS POOL BC SURFSIDE FL	$306.15	Business	7009-000	TRAVEL		
789	02/05/2022	PARK HOUSE - ECOM 00 DALLAS TX	$438.88	Business	7012-000	MEALS & ENTERTAINMENT		
790	02/05/2022	PARKRECEIPTS.COM -V Plano TX	$35.00	Business	7009-000	TRAVEL		
794	02/05/2022	SOULCYCLE INC. NEW YORK NY	$3.00	Business	7009-000	TRAVEL		
795	02/05/2022	SOULCYCLE INC. NEW YORK NY	$4.00	Business	7009-000	TRAVEL		

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Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
802	02/06/2022	HOTELSCOM91653202993 HOTELS.COM WA	$511.86	Business	7009-000	TRAVEL		
803	02/06/2022	HOTELSCOM91795014014 HOTELS.COM WA	$886.89	Business	7009-000	TRAVEL		
808	02/06/2022	PAYPAL *NETFLIX.COM 8667160414 CA	$19.47	Business	7530-000	DATA PROCESSING		
809	02/06/2022	PAYPAL *UBER EATS 8665761039 CA	$8.80	Business	7009-000	TRAVEL		
810	02/06/2022	PAYPAL *UBER EATS 8665761039 CA	$44.00	Business	7009-000	TRAVEL		
811	02/06/2022	PROPAY*La DUNI Latin 2145207300 TX	$46.39	Business	7009-000	TRAVEL		
820	02/07/2022	FREEDOM PARK DFW 972-252-2500 TX	$37.63	Business	7009-000	TRAVEL		
821	02/07/2022	FYF*FROMYOUFLOWERS 800-838-8853 CT	$251.42	Business	7012-000	MEALS & ENTERTAINMENT		
824	02/07/2022	GUM.CO/CC* TJE RESEA SAN FRANCISCO CA	$24.99	Business	7530-000	DATA PROCESSING		
825	02/07/2022	LOS FUEGOS MIAMI FL	$1,247.12	Business	7009-000	TRAVEL		
826	02/07/2022	LYFT *RIDE MON 6PM SAN FRANCISCO CA	$23.30	Business	7009-000	TRAVEL		
827	02/07/2022	LYFT *RIDE MON 6PM SAN FRANCISCO CA	$50.97	Business	7009-000	TRAVEL		
828	02/07/2022	LYFT *RIDE MON 9PM SAN FRANCISCO CA	$27.76	Business	7009-000	TRAVEL		
829	02/07/2022	PARKRECEIPTS.COM -V Plano TX	$10.00	Business	7009-000	TRAVEL		
830	02/07/2022	PAYPAL *UBER 8665761039 CA	$17.96	Business	7009-000	TRAVEL		
831	02/07/2022	SPECTRUM 855-707-7328 FL	$220.08	Business	7530-000	DATA PROCESSING		
841	02/08/2022	LOEWS MIAMI BEACH FB MIAMI BEACH FL	$36.83	Business	7009-000	TRAVEL		
842	02/08/2022	LYFT *RIDE MON 9PM SAN FRANCISCO CA	$21.00	Business	7009-000	TRAVEL		
843	02/08/2022	LYFT *RIDE TUE 9AM SAN FRANCISCO CA	$29.42	Business	7009-000	TRAVEL		
845	02/08/2022	PAYPAL *PROVEN 3233935985 CA	$140.71	Business	7570-000	OFFICE SUPPLIES		
846	02/08/2022	PAYPAL *UBER 8665761039 CA	$8.43	Business	7009-000	TRAVEL		
847	02/08/2022	PAYPAL *UBER 8665761039 CA	$38.12	Business	7009-000	TRAVEL		
848	02/08/2022	PAYPAL *UBER 8665761039 CA	$56.26	Business	7009-000	TRAVEL		
849	02/08/2022	PRIME VIDEO*9I4ID5PK 888-802-3080 WA	$6.48	Business	7530-000	DATA PROCESSING		
853	02/09/2022	American Airlines FT WORTH TX	$56.01	Business	7009-000	TRAVEL		
854	02/09/2022	American Airlines FT WORTH TX	$56.01	Business	7009-000	TRAVEL		
855	02/09/2022	American Airlines FT WORTH TX	$92.00	Business	7009-000	TRAVEL		
856	02/09/2022	American Airlines FT WORTH TX	$92.00	Business	7009-000	TRAVEL		
858	02/09/2022	CVS/PHARMACY #06549 INDIANAPOLIS IN	$90.42	Business	7009-000	TRAVEL		
860	02/09/2022	LYFT *RIDE WED 11A SAN FRANCISCO CA	$103.09	Business	7009-000	TRAVEL		
861	02/09/2022	MR. SID NEWTON CENTRE MA	$130.00	Business	7009-000	TRAVEL		
871	02/10/2022	FedEx Office 0083 16 Plano TX	$84.08	Business	7570-000	OFFICE SUPPLIES		
873	02/10/2022	JAM & TOAST 65000001 IRVING TX	$18.15	Business	7012-000	MEALS & ENTERTAINMENT		
876	02/10/2022	LOEWS HOTELS MIAMI B MIAMI BEACH FL	$68.33	Business	7009-000	TRAVEL		
877	02/10/2022	PAYPAL *PETERMILLAR 8889260255 NC	$186.74	Business	7012-000	MEALS & ENTERTAINMENT		
878	02/10/2022	UBER EATS SAN FRANCISCO CA	$63.35	Business	7009-000	TRAVEL		
879	02/10/2022	WALGREENS #7839 0000 DALLAS TX	$16.47	Business	7009-000	TRAVEL		
884	02/11/2022	AMERICAN AIRLINES 800-433-7300 TX	$151.67	Business	7009-000	TRAVEL		
885	02/11/2022	AMERICAN AIRLINES 800-433-7300 TX	$151.67	Business	7009-000	TRAVEL		
886	02/11/2022	CITY CHICAGO TICKET CHICAGO IL	$60.00	Business	7009-000	TRAVEL		
888	02/11/2022	DALRZ PMS 1616122700 Dallas TX	$766.16	Business	7012-000	MEALS & ENTERTAINMENT		
889	02/11/2022	DOORDASH*ASIAN MINT SAN FRANCISCO CA	$58.63	Business	7009-000	TRAVEL		
890	02/11/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$80.27	Business	7009-000	TRAVEL		
892	02/11/2022	HILLSTONE 214.691.89 DALLAS TX	$86.53	Business	7012-000	MEALS & ENTERTAINMENT		
893	02/11/2022	HOTELSCOM91704122020 HOTELS.COM WA	$1,361.93	Business	7009-000	TRAVEL		
897	02/11/2022	LYFT *RIDE FRI 1PM SAN FRANCISCO CA	$41.25	Business	7009-000	TRAVEL		
898	02/11/2022	MI COCINA LG 0070 PLANO TX	$30.82	Business	7012-000	MEALS & ENTERTAINMENT		
901	02/11/2022	PAYPAL *ITATIPERDOMO 4029357733 FL	$463.35	Business	7570-000	OFFICE SUPPLIES		
905	02/11/2022	TST* RED HOT & BLUE IRVING TX	$18.13	Business	7012-000	MEALS & ENTERTAINMENT		
906	02/11/2022	TST* VILLA AZUR DALL DALLAS TX	$297.89	Business	7012-000	MEALS & ENTERTAINMENT		
907	02/11/2022	UBER EATS SAN FRANCISCO CA	$21.92	Business	7009-000	TRAVEL		
908	02/11/2022	UBER EATS SAN FRANCISCO CA	$59.08	Business	7009-000	TRAVEL		
909	02/11/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$1,100.36	Business	7012-001	RELOCATION-DC		
914	02/12/2022	APPLE.COM/BILL CUPERTINO CA	$5.40	Business	7530-000	DATA PROCESSING		
916	02/12/2022	PAYPAL *PANASONICAV 9496722000 CA	$35.00	Business	7530-000	DATA PROCESSING		
918	02/12/2022	PROPAY*La DUNI Latin 2145207300 TX	$39.01	Business	7009-000	TRAVEL		
919	02/12/2022	R+D DALLAS214.890.79 DALLAS TX	$97.19	Business	7012-000	MEALS & ENTERTAINMENT		
920	02/12/2022	UBER EATS SAN FRANCISCO CA	$59.00	Business	7009-000	TRAVEL		
921	02/12/2022	YETI DALLAS RETAIL DALLAS TX	$86.60	Business	7009-000	TRAVEL		
923	02/13/2022	CARNATION AUTO SPA 0 DALLAS TX	$20.00	Business	7005-000	FUEL		
924	02/13/2022	DRIP COFFEE CO. 1 DALLAS TX	$8.85	Business	7012-000	MEALS & ENTERTAINMENT		
926	02/13/2022	FUBOTV INC NEW YORK NY	$64.99	Business	7530-000	DATA PROCESSING		
927	02/13/2022	HOTELSCOM91704283058 HOTELS.COM WA	$2,667.11	Business	7009-000	TRAVEL		
928	02/13/2022	IN *EARTHVISION, LLC RICHARDSON TX	$3,464.00	Business	7002-000	MARKETING-PROMOTIONS		
933	02/13/2022	PAYPAL *PROMOFARMA 902930918	$15.79	Business	7009-000	TRAVEL		
934	02/13/2022	PROPAY*La DUNI Latin 2145207300 TX	$39.01	Business	7009-000	TRAVEL		
936	02/13/2022	SPOTIFY USA NEW YORK US	$17.31	Business	7530-000	DATA PROCESSING		
937	02/13/2022	SUGAR PAPER LOS ANGELES CA	$668.00	Business	7570-000	OFFICE SUPPLIES		
938	02/13/2022	TERRY BLACKS BBQ DAL DALLAS TX	$168.29	Business	7012-000	MEALS & ENTERTAINMENT		
939	02/13/2022	TEXAS IMPACT 4:13 Arlington TX	$390.00	Business	7012-000	MEALS & ENTERTAINMENT		
940	02/13/2022	VIMERGY JACKSONVILLE FL	$97.60	Business	7009-000	TRAVEL		
941	02/14/2022	American Airlines FT WORTH TX	$2,545.21	Business	7009-000	TRAVEL		
945	02/14/2022	BDRADDY.COM SHELTON CT	$110.00	Business	7570-000	OFFICE SUPPLIES		
946	02/14/2022	CAPITAL GRILLE 01380 DALLAS TX	$130.26	Business	7012-000	MEALS & ENTERTAINMENT		
947	02/14/2022	DESIGNED RECEIVABLE CYPRESS CA	$846.35	Business	7012-000	MEALS & ENTERTAINMENT		
948	02/14/2022	IMLAKESH ORGANICS GOLETA CA	$48.97	Business	7009-000	TRAVEL		
949	02/14/2022	NAKED NUTRITION SARASOTA FL	$99.97	Business	7530-000	DATA PROCESSING		
950	02/14/2022	PAYPAL *ECHODIVISIO 4029357733 NC	$44.08	Business	7570-000	OFFICE SUPPLIES		
952	02/14/2022	PREMIER TRANSPORTATI DALLAS CA	$273.60	Business	7009-000	TRAVEL		
954	02/14/2022	THE BLUE FISH - IRVI IRVING TX	$125.81	Business	7012-000	MEALS & ENTERTAINMENT		
955	02/14/2022	The Henry Dallas 161 Dallas TX	$70.81	Business	7012-000	MEALS & ENTERTAINMENT		
956	02/15/2022	CUBESMART 492 436845 DALLAS TX	$635.00	Business	7012-001	RELOCATION-DC		
960	02/15/2022	EQUINOX HOLDINGS INC NEW YORK NY	$235.00	Business	7012-000	MEALS & ENTERTAINMENT		
962	02/15/2022	FEDEX Office 0191 15 DALLAS TX	$38.89	Business	7570-000	OFFICE SUPPLIES		
963	02/15/2022	FOUR SEASONS CLUB AC IRVING TX	$716.08	Business	7012-000	MEALS & ENTERTAINMENT		
965	02/15/2022	R+D DALLAS214.890.79 DALLAS TX	$89.69	Business	7012-000	MEALS & ENTERTAINMENT		
966	02/15/2022	UBER EATS SAN FRANCISCO CA	$52.10	Business	7009-000	TRAVEL		
967	02/15/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$224.64	Business	7012-001	RELOCATION-DC		
968	02/15/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$267.94	Business	7012-001	RELOCATION-DC		
971	02/16/2022	PARK HOUSE 000000001 DALLAS TX	$739.45	Business	7012-000	MEALS & ENTERTAINMENT		
972	02/16/2022	PAYPAL *NUTRAFOL 8884543320 NY	$79.00	Business	7530-000	DATA PROCESSING		
973	02/16/2022	PROPAY*La DUNI Latin 2145207300 TX	$39.01	Business	7009-000	TRAVEL		
976	02/16/2022	UBER EATS SAN FRANCISCO CA	$59.08	Business	7009-000	TRAVEL		
979	02/17/2022	CUBESMART 492 436845 DALLAS TX	$167.00	Business	7012-001	RELOCATION-DC		
980	02/17/2022	DOORDASH*CAFE PATACH SAN FRANCISCO CA	$47.02	Business	7009-000	TRAVEL		
981	02/17/2022	LYFT *RIDE THU 10A SAN FRANCISCO CA	$109.99	Business	7009-000	TRAVEL		
982	02/17/2022	LYFT *RIDE THU 3PM SAN FRANCISCO CA	$89.34	Business	7009-000	TRAVEL		

Credit Card

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Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
983	02/17/2022	OTL MIA Miami FL	$23.78	Business	7009-000	TRAVEL		
984	02/17/2022	PAYPAL *PANASONICAV 9496722000 CA	$25.00	Business	7530-000	DATA PROCESSING		
985	02/17/2022	PRIME VIDEO*PO0MX9JZ 888-802-3080 WA	$10.81	Business	7530-000	DATA PROCESSING		
986	02/17/2022	PROPAY*La DUNI Latin 2145207300 TX	$33.92	Business	7009-000	TRAVEL		
993	02/18/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
995	02/18/2022	GRAND BEACH HOTEL SU SURFSIDE FL	$234.44	Business	7009-000	TRAVEL		
996	02/18/2022	GRAND BEACH HOTEL SU SURFSIDE FL	$3,305.27	Business	7009-000	TRAVEL		
998	02/18/2022	IN *TKO ASSOCIATES I DALLAS TX	$2,633.58	Business	7570-000	OFFICE SUPPLIES		
999	02/18/2022	INTERMIX-BAL HARBOUR BAL HARBOUR FL	$1,091.40	Business	7009-000	TRAVEL		
1000	02/18/2022	KINDLE UNLTD*UY0352O 866-321-8851 WA	$10.81	Business	7530-000	DATA PROCESSING		
1001	02/18/2022	LYFT *RIDE FRI 10P SAN FRANCISCO CA	$29.02	Business	7009-000	TRAVEL		
1002	02/18/2022	LYFT *RIDE FRI 6PM SAN FRANCISCO CA	$158.08	Business	7009-000	TRAVEL		
1004	02/18/2022	PARKRECEIPTS.COM -V Plano TX	$35.00	Business	7009-000	TRAVEL		
1005	02/18/2022	PAYPAL *CARLOS_CHAVE 4029357733 TX	$154.65	Business	7012-001	RELOCATION-DC		
1006	02/18/2022	PAYPAL *FORWARD 5629265672 CA	$240.75	Business	7570-000	OFFICE SUPPLIES		
1009	02/18/2022	PAYPAL *ITATIPERDOMO 4029357733 FL	$309.00	Business	7570-000	OFFICE SUPPLIES		
1012	02/18/2022	PAYPAL *UBERPAYMENT 208082778	$20.95	Business	7009-000	TRAVEL		
1013	02/18/2022	PAYPAL *UBERPAYMENT 208082778	$46.67	Business	7009-000	TRAVEL		
1015	02/18/2022	PELOTON* MEMBERSHIP NEW YORK CITY NY	$39.00	Business	7009-000	TRAVEL		
1016	02/18/2022	PF CHANGS #2000 OLO N MIAMI BEACH FL	$80.29	Business	7009-000	TRAVEL		
1017	02/18/2022	PRIME VIDEO*X632J7L7 888-802-3080 WA	$6.48	Business	7530-000	DATA PROCESSING		
1018	02/18/2022	PRIVATE CAR SERVICES Bal Harbour FL	$695.50	Business	7009-000	TRAVEL		
1019	02/18/2022	PURA VIDA BAY HARBOR BAY HARBOR IS FL	$17.25	Business	7009-000	TRAVEL		
1021	02/18/2022	TST* PURA VIDA BAY H BAY HARBOR FL	$55.21	Business	7009-000	TRAVEL		
1024	02/19/2022	AMERIPARK 30209101 A MIAMI FL	$3.00	Business	7009-000	TRAVEL		
1029	02/19/2022	FOUR SEASONS CHAMPGN SURFSIDE FL	$57.32	Business	7009-000	TRAVEL		
1030	02/19/2022	FOUR SEASONS CHAMPGN SURFSIDE FL	$246.01	Business	7009-000	TRAVEL		
1031	02/19/2022	GOOGLE*YOUTUBE TV GO G.CO HELPPAY# US	$70.35	Business	7530-000	DATA PROCESSING		
1032	02/19/2022	KYU 0000 MIAMI FL	$397.05	Business	7009-000	TRAVEL		
1033	02/19/2022	LYFT *RIDE SAT 12A SAN FRANCISCO CA	$30.73	Business	7009-000	TRAVEL		
1036	02/19/2022	PARKRECEIPTS.COM -V Plano TX	$35.00	Business	7009-000	TRAVEL		
1037	02/19/2022	PURA VIDA BAY HARBOR BAY HARBOR IS FL	$19.71	Business	7009-000	TRAVEL		
1039	02/19/2022	SPECTRUM 855-707-7328 MO	$313.54	Business	7530-000	DATA PROCESSING		
1041	02/19/2022	TST* MILA 300556936 MIAMI BEACH FL	$59.34	Business	7009-000	TRAVEL		
1042	02/19/2022	TST* MILA 300556936 MIAMI BEACH FL	$61.76	Business	7009-000	TRAVEL		
1043	02/19/2022	UBER EATS SAN FRANCISCO CA	$114.45	Business	7009-000	TRAVEL		
1045	02/20/2022	APPLE.COM/BILL CUPERTINO CA	$7.57	Business	7530-000	DATA PROCESSING		
1047	02/20/2022	EXXONMOBIL 4805 SUNNY ISLES B FL	$70.67	Business	7005-000	FUEL		
1048	02/20/2022	FAENA HOTEL VALET 06 MIAMI FL	$15.00	Business	7009-000	TRAVEL		
1049	02/20/2022	MB-PARKING PARKMOBIL MIAMI BEACH FL	$6.35	Business	7009-000	TRAVEL		
1051	02/20/2022	PARKRECEIPTS.COM -V Plano TX	$8.00	Business	7009-000	TRAVEL		
1053	02/20/2022	TIERRA SANTA MIAMI FL	$1,065.60	Business	7009-000	TRAVEL		
1055	02/20/2022	UBER EATS SAN FRANCISCO CA	$35.17	Business	7009-000	TRAVEL		
1063	02/21/2022	APPLE.COM/BILL CUPERTINO CA	$34.60	Business	7530-000	DATA PROCESSING		
1065	02/21/2022	COTE MIAMI MIAMI FL	$580.66	Business	7009-000	TRAVEL		
1067	02/21/2022	DOUBLE PARK Miami Beach FL	$40.00	Business	7009-000	TRAVEL		
1069	02/21/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$35.58	Business	7009-000	TRAVEL		
1071	02/21/2022	FAENA HOTEL VALET 06 MIAMI FL	$15.00	Business	7009-000	TRAVEL		
1073	02/21/2022	LYFT *RIDE MON 10P SAN FRANCISCO CA	$56.92	Business	7009-000	TRAVEL		
1074	02/21/2022	LYFT *RIDE MON 3PM SAN FRANCISCO CA	$15.45	Business	7009-000	TRAVEL		
1075	02/21/2022	LYFT *RIDE MON 3PM SAN FRANCISCO CA	$21.75	Business	7009-000	TRAVEL		
1076	02/21/2022	LYFT *RIDE MON 6PM SAN FRANCISCO CA	$20.32	Business	7009-000	TRAVEL		
1077	02/21/2022	LYFT *RIDE MON 6PM SAN FRANCISCO CA	$37.20	Business	7009-000	TRAVEL		
1078	02/21/2022	MANDARIN ORIENTAL PA PARIS	$240.76	Business	7009-000	TRAVEL		
1081	02/21/2022	PRIME 112 LLC 0000 MIAMI BEACH FL	$21.87	Business	7009-000	TRAVEL		
1082	02/21/2022	PRIME 112 LLC 0000 MIAMI BEACH FL	$1,086.95	Business	7009-000	TRAVEL		
1083	02/21/2022	PRIME VIDEO*1I1968XH 888-802-3080 WA	$8.65	Business	7530-000	DATA PROCESSING		
1084	02/21/2022	PURA VIDA BAY HARBOR BAY HARBOR IS FL	$39.33	Business	7009-000	TRAVEL		
1085	02/21/2022	TST* MILA 300556936 MIAMI BEACH FL	$303.15	Business	7009-000	TRAVEL		
1086	02/21/2022	UBER EATS SAN FRANCISCO CA	$49.94	Business	7009-000	TRAVEL		
1087	02/22/2022	AMERICAN AIRLINES 800-433-7300 TX	$145.27	Business	7009-000	TRAVEL		
1088	02/22/2022	AMERICAN AIRLINES 800-433-7300 TX	$145.27	Business	7009-000	TRAVEL		
1089	02/22/2022	AMERICAN AIRLINES 800-433-7300 TX	$150.87	Business	7009-000	TRAVEL		
1090	02/22/2022	EQUINOX DIGITAL WALL NEW YORK NY	$185.00	Business	7009-000	TRAVEL		
1091	02/22/2022	LYFT *RIDE TUE 11A SAN FRANCISCO CA	$10.53	Business	7009-000	TRAVEL		
1092	02/22/2022	LYFT *RIDE TUE 12P SAN FRANCISCO CA	$111.76	Business	7009-000	TRAVEL		
1093	02/22/2022	LYFT *RIDE TUE 6AM SAN FRANCISCO CA	$57.95	Business	7009-000	TRAVEL		
1096	02/22/2022	PAYPAL *VIASAT INC 7604762542 CA	$23.00	Business	7530-000	DATA PROCESSING		
1097	02/22/2022	SILVER OAK CELLARS OAKVILLE CA	$154.77	Business	7012-000	MEALS & ENTERTAINMENT		
1099	02/22/2022	UBER EATS SAN FRANCISCO CA	$76.68	Business	7009-000	TRAVEL		
1100	02/22/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$16.00	Business	7530-000	DATA PROCESSING		
1105	02/23/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
1108	02/23/2022	EQUINOX MOTO #451 45 DALLAS TX	$197.02	Business	7012-000	MEALS & ENTERTAINMENT		
1109	02/23/2022	EQUINOX MOTO #451 45 DALLAS TX	$303.10	Business	7012-000	MEALS & ENTERTAINMENT		
1110	02/23/2022	FREEDOM PARK DFW 972-252-2500 TX	$37.63	Business	7009-000	TRAVEL		
1111	02/23/2022	GOOGLE*YOUTUBE VIDEO G.CO HELPPAY# US	$4.32	Business	7530-000	DATA PROCESSING		
1113	02/23/2022	LYFT *RIDE WED 8PM SAN FRANCISCO CA	$14.81	Business	7009-000	TRAVEL		
1119	02/23/2022	PHILOSOPHERFOODS SANTA CRUZ CA	$73.52	Business	7009-000	TRAVEL		
1121	02/23/2022	UBER EATS SAN FRANCISCO CA	$59.08	Business	7009-000	TRAVEL		
1122	02/23/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$479.22	Business	7012-001	RELOCATION-DC		
1125	02/24/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
1126	02/24/2022	CVS/PHARMACY #10903 INDIANAPOLIS IN	$23.13	Business	7009-000	TRAVEL		
1129	02/24/2022	LYFT *RIDE WED 8PM SAN FRANCISCO CA	$0.19	Business	7009-000	TRAVEL		
1131	02/24/2022	PRIME VIDEO*1I2OS8K8 888-802-3080 WA	$9.73	Business	7530-000	DATA PROCESSING		
1133	02/24/2022	R+D DALLAS214.890.79 DALLAS TX	$48.05	Business	7012-000	MEALS & ENTERTAINMENT		
1134	02/24/2022	R+D DALLAS214.890.79 DALLAS TX	$97.19	Business	7012-000	MEALS & ENTERTAINMENT		
1136	02/24/2022	SPECTRUM 855-707-7328 MO	$164.46	Business	7530-000	DATA PROCESSING		
1142	02/25/2022	DOORDASH*CAFE PATACH SAN FRANCISCO CA	$20.72	Business	7009-000	TRAVEL		
1143	02/25/2022	LYFT *RIDE FRI 10P SAN FRANCISCO CA	$75.62	Business	7009-000	TRAVEL		
1144	02/25/2022	LYFT *RIDE FRI 2PM SAN FRANCISCO CA	$48.55	Business	7009-000	TRAVEL		
1145	02/25/2022	PARKMOBILE INDIANAPOLIS IN	$3.25	Business	7009-000	TRAVEL		
1147	02/25/2022	PAYPAL *ITATIPERDOMO 4029357733 FL	$309.00	Business	7570-000	OFFICE SUPPLIES		
1149	02/25/2022	PAYPAL *PANASONICAV 9496722000 CA	$35.00	Business	7530-000	DATA PROCESSING		
1154	02/25/2022	VITALITY IV BARS,LLC Indianapolis IN	$419.10	Business	7009-000	TRAVEL		
1155	02/25/2022	WESTWAY SITE SERVICE DALLAS TX	$119.79	Business	7570-000	OFFICE SUPPLIES		
1156	02/25/2022	WHOLEFDS MKS#10597 0 INDIANAPOLIS IN	$15.21	Business	7009-000	TRAVEL		
1157	02/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		

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1158	02/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		
1162	02/26/2022	CUBESMART 492 436845 DALLAS TX	$686.00	Business	7012-001	RELOCATION-DC		
1163	02/26/2022	HLU*HULU 17107704563 HULU.COM/BILL CA	$86.59	Business	7530-000	DATA PROCESSING		
1164	02/26/2022	MODITA MODITA INDIANAPOLIS IN	$55.59	Business	7009-000	TRAVEL		
1166	02/26/2022	PAYPAL *UBERPAYMENT 208082778	$18.87	Business	7009-000	TRAVEL		
1167	02/26/2022	PODS 9/100 650000002 CLEARWATER FL	$452.48	Business	7570-000	OFFICE SUPPLIES		
1168	02/26/2022	PROPAY*La DUNI Latin 2145207300 TX	$41.66	Business	7009-000	TRAVEL		
1172	02/27/2022	DOORDASH*CAFE PATACH SAN FRANCISCO CA	$32.68	Business	7009-000	TRAVEL		
1174	02/27/2022	PAYPAL *UBERPAYMENT 208082778	$17.33	Business	7009-000	TRAVEL		
1175	02/27/2022	PAYPAL *UBERPAYMENT 208082778	$17.38	Business	7009-000	TRAVEL		
1176	02/27/2022	PAYPAL *UBERPAYMENT 208082778	$23.71	Business	7009-000	TRAVEL		
1178	02/28/2022	American Airlines FT WORTH TX	$296.60	Business	7009-000	TRAVEL		
1183	02/28/2022	HLU*HULU 20797497311 HULU.COM/BILL CA	$7.57	Business	7530-000	DATA PROCESSING		
1184	02/28/2022	PAYPAL *UBERPAYMENT 208082778	$17.38	Business	7009-000	TRAVEL		
1185	02/28/2022	PAYPAL *UBERPAYMENT 208082778	$18.90	Business	7009-000	TRAVEL		
1186	02/28/2022	PAYPAL *UBERPAYMENT 208082778	$19.61	Business	7009-000	TRAVEL		
1187	02/28/2022	PROPAY*La DUNI Latin 2145207300 TX	$36.23	Business	7009-000	TRAVEL		
1188	02/28/2022	U.S. RETAILERS 855-600-3859 TX	$523.58	Business	7012-000	MEALS & ENTERTAINMENT		
1190	02/28/2022	PAYPAL *UBERPAYMENT 208082778	$18.12	Business	7009-000	TRAVEL		
1191	02/28/2022	CUBESMART 492 436845 DALLAS TX	$1,102.00	Business	7012-001	RELOCATION-DC		
1192	02/28/2022	PRIME VIDEO*1I3V13GU 888-802-3080 WA	$9.73	Business	7530-000	DATA PROCESSING		
1194	02/28/2022	APPLE.COM/BILL CUPERTINO CA	$8.65	Business	7570-000	OFFICE SUPPLIES		
1195	02/28/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7570-000	OFFICE SUPPLIES		
1196	02/28/2022	APPLE.COM/BILL CUPERTINO CA	$28.13	Business	7570-000	OFFICE SUPPLIES		
1199	03/01/2022	BT*DD *DOORDASH NAPO SAN FRANCISCO CA	$57.39	Business	7009-000	TRAVEL		
1201	03/01/2022	PAYPAL *UBERPAYMENT 208082778	$17.31	Business	7009-000	TRAVEL		
1202	03/01/2022	PRO-TRANSITION DALLAS TX	$73.89	Business	7009-000	TRAVEL		
1204	03/01/2022	SUMUP*AAPI SANTE PARIS	$760.31	Business	7012-000	MEALS & ENTERTAINMENT		
1205	03/01/2022	CUBESMART 492 436845 DALLAS TX	$513.95	Business	7012-001	RELOCATION-DC		
1206	03/01/2022	PAYPAL *PPPRODUITSP 0219628890	$730.36	Business	7530-000	DATA PROCESSING		
1207	03/01/2022	PRIME VIDEO*1I5NE25N 888-802-3080 WA	$11.90	Business	7530-000	DATA PROCESSING		
1210	03/01/2022	APPLE.COM/BILL CUPERTINO CA	$14.06	Business	7570-000	OFFICE SUPPLIES		
1211	03/01/2022	BT*AUDIOBOOKS.COM PRINCE FREDERCK MD	$16.18	Business	7570-000	OFFICE SUPPLIES		
1214	03/01/2022	PODS 9/100 650000002 CLEARWATER FL	$225.42	Business	7570-000	OFFICE SUPPLIES		
1217	03/02/2022	AMERICAN AIRLINES PARIS	$775.05	Business	7009-000	TRAVEL		
1218	03/02/2022	LYFT *CANCEL FEE SAN FRANCISCO CA	$5.00	Business	7009-000	TRAVEL		
1219	03/02/2022	DALRZ PMS 1616122700 Dallas TX	$165.06	Business	7012-000	MEALS & ENTERTAINMENT		
1221	03/02/2022	PAYPAL *PANASONICAV 9496722000 CA	$35.00	Business	7530-000	DATA PROCESSING		
1222	03/02/2022	PAYPAL *PANASONICAV 9496722000 CA	$35.00	Business	7530-000	DATA PROCESSING		
1223	03/02/2022	PAYPAL *PANASONICAV 9496722000 CA	$35.00	Business	7530-000	DATA PROCESSING		
1224	03/02/2022	PAYPAL *PANASONICAV 9496722000 CA	$35.00	Business	7530-000	DATA PROCESSING		
1228	03/02/2022	APPLE.COM/BILL CUPERTINO CA	$9.99	Business	7570-000	OFFICE SUPPLIES		
1241	03/03/2022	PAYPAL *UBER 8665761039 CA	$22.52	Business	7009-000	TRAVEL		
1242	03/03/2022	PAYPAL *UBER 8665761039 CA	$84.80	Business	7009-000	TRAVEL		
1243	03/03/2022	PAYPAL *UBER 8665761039 CA	$114.08	Business	7009-000	TRAVEL		
1244	03/03/2022	SOBEL FOUR SEASONS LAS VEGAS NV	$496.18	Business	7009-000	TRAVEL		
1245	03/03/2022	UBER EATS SAN FRANCISCO CA	$42.85	Business	7009-000	TRAVEL		
1246	03/03/2022	UBER EATS SAN FRANCISCO CA	$88.21	Business	7009-000	TRAVEL		
1247	03/03/2022	JAM & TOAST 65000001 IRVING TX	$14.85	Business	7012-000	MEALS & ENTERTAINMENT		
1255	03/03/2022	PODS 9/100 650000002 CLEARWATER FL	$96.34	Business	7570-000	OFFICE SUPPLIES		
1257	03/04/2022	BT*DD *DOORDASH ASIA SAN FRANCISCO CA	$99.39	Business	7009-000	TRAVEL		
1258	03/04/2022	DOORDASH*PAPPYS SPOR SAN FRANCISCO CA	$45.78	Business	7009-000	TRAVEL		
1259	03/04/2022	PREMIER TRANSPORTATI DALLAS CA	$143.40	Business	7009-000	TRAVEL		
1260	03/04/2022	UBER EATS SAN FRANCISCO CA	$25.09	Business	7009-000	TRAVEL		
1262	03/04/2022	JAM & TOAST 65000001 IRVING TX	$14.85	Business	7012-000	MEALS & ENTERTAINMENT		
1263	03/04/2022	SMATHERS & BRANSON 6 ROCKVILLE MD	$80.66	Business	7012-000	MEALS & ENTERTAINMENT		
1264	03/04/2022	THE BLUE FISH - IRVI IRVING TX	$170.51	Business	7012-000	MEALS & ENTERTAINMENT		
1265	03/04/2022	TST* RED HOT & BLUE IRVING TX	$18.13	Business	7012-000	MEALS & ENTERTAINMENT		
1266	03/04/2022	HTTP://WWW.GOGOAIR.C 877-350-0038 IL	$59.95	Business	7530-000	DATA PROCESSING		
1270	03/04/2022	APPLE.COM/BILL CUPERTINO CA	$75.76	Business	7570-000	OFFICE SUPPLIES		
1272	03/04/2022	PAYPAL *ITATIPERDOMO 4029357733 FL	$309.00	Business	7570-000	OFFICE SUPPLIES		
1277	03/05/2022	BT*DD *DOORDASH HOWA SAN FRANCISCO CA	$62.83	Business	7009-000	TRAVEL		
1279	03/05/2022	LYFT *RIDE SAT 7PM SAN FRANCISCO CA	$27.83	Business	7009-000	TRAVEL		
1280	03/05/2022	LYFT *RIDE SAT 8PM SAN FRANCISCO CA	$20.84	Business	7009-000	TRAVEL		
1281	03/05/2022	LYFT *RIDE SAT 8PM SAN FRANCISCO CA	$44.90	Business	7009-000	TRAVEL		
1282	03/05/2022	LYFT *RIDE SAT 8PM SAN FRANCISCO CA	$67.94	Business	7009-000	TRAVEL		
1283	03/05/2022	PARK HOUSE - ECOM 00 DALLAS TX	$438.88	Business	7012-000	MEALS & ENTERTAINMENT		
1284	03/05/2022	APPLE.COM/BILL CUPERTINO CA	$49.59	Business	7570-000	OFFICE SUPPLIES		
1285	03/05/2022	BDRADDY.COM SHELTON CT	$170.00	Business	7570-000	OFFICE SUPPLIES		
1290	03/06/2022	American Airlines FT WORTH TX	$611.60	Business	7009-000	TRAVEL		
1291	03/06/2022	BT*DD *DOORDASH FLOW SAN FRANCISCO CA	$53.26	Business	7009-000	TRAVEL		
1292	03/06/2022	HOTELSCOM91707755657 HOTELS.COM WA	$2,051.50	Business	7009-000	TRAVEL		
1293	03/06/2022	LYFT *RIDE SAT 8PM SAN FRANCISCO CA	$16.98	Business	7009-000	TRAVEL		
1294	03/06/2022	LYFT *RIDE SUN 12P SAN FRANCISCO CA	$59.01	Business	7009-000	TRAVEL		
1296	03/06/2022	PAYPAL *NETFLIX.COM 8667160414 CA	$19.47	Business	7530-000	DATA PROCESSING		
1305	03/07/2022	DOORDASH*CHIPOTLE SAN FRANCISCO CA	$47.50	Business	7009-000	TRAVEL		
1306	03/07/2022	DOORDASH*DASHMART SAN FRANCISCO CA	$26.91	Business	7009-000	TRAVEL		
1307	03/07/2022	GRAND BEACH HOTEL SU SURFSIDE FL	$155.59	Business	7009-000	TRAVEL		
1308	03/07/2022	LYFT *RIDE MON 1PM SAN FRANCISCO CA	$11.40	Business	7009-000	TRAVEL		
1309	03/07/2022	LYFT *RIDE MON 4PM SAN FRANCISCO CA	$14.10	Business	7009-000	TRAVEL		
1310	03/07/2022	LYFT *RIDE MON 6AM SAN FRANCISCO CA	$13.16	Business	7009-000	TRAVEL		
1311	03/07/2022	LYFT *RIDE MON 6AM SAN FRANCISCO CA	$52.63	Business	7009-000	TRAVEL		
1312	03/07/2022	PARKRECEIPTS.COM -V Plano TX	$8.00	Business	7009-000	TRAVEL		
1313	03/07/2022	PRIME 112 LLC 0000 MIAMI BEACH FL	$396.32	Business	7009-000	TRAVEL		
1314	03/07/2022	PRIVATE CAR SERVICES Surfside FL	$374.50	Business	7009-000	TRAVEL		
1315	03/07/2022	CRATE & BARREL/CB2 9 NAPERVILLE IL	$66.96	Business	7012-000	MEALS & ENTERTAINMENT		
1318	03/07/2022	PRIME VIDEO*1Z6177NC 888-802-3080 WA	$4.32	Business	7530-000	DATA PROCESSING		
1324	03/07/2022	PAYPAL *HATLEY COM 8777428539	$185.50	Business	7570-000	OFFICE SUPPLIES		
1327	03/08/2022	CHEVRON 0047674/CHEV MIAMI BEACH FL	$116.50	Business	7005-000	FUEL		
1328	03/08/2022	DOUBLE PARK Miami Beach FL	$40.00	Business	7009-000	TRAVEL		
1329	03/08/2022	FAENA HOTEL VALET 06 MIAMI FL	$25.00	Business	7009-000	TRAVEL		
1331	03/08/2022	LOS FUEGOS MIAMI FL	$546.74	Business	7009-000	TRAVEL		
1332	03/08/2022	LYFT *RIDE MON 4PM SAN FRANCISCO CA	$6.23	Business	7009-000	TRAVEL		
1333	03/08/2022	LYFT *RIDE TUE 3PM SAN FRANCISCO CA	$10.40	Business	7009-000	TRAVEL		
1334	03/08/2022	LYFT *RIDE TUE 4PM SAN FRANCISCO CA	$11.40	Business	7009-000	TRAVEL		
1337	03/08/2022	SOULCYCLE INC. NEW YORK NY	$28.98	Business	7009-000	TRAVEL		
1340	03/08/2022	WHITE GLOVE STORAGE AUSTIN TX	$2,071.11	Business	7012-001	RELOCATION-DC		

Credit Card

Privileged and Confidential
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Filtered Total $ 1,180,681.29
Total $ 1,180,681.29

Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
1342	03/08/2022	PRIME VIDEO*1W5WK8VN 888-802-3080 WA	$6.48	Business	7530-000	DATA PROCESSING		
1349	03/08/2022	GUM.CO/CC* TJE RESEA SAN FRANCISCO CA	$24.99	Business	7570-000	OFFICE SUPPLIES		
1352	03/09/2022	American Airlines FT WORTH TX	$671.60	Business	7009-000	TRAVEL		
1353	03/09/2022	BT*DD *DOORDASH EINS SAN FRANCISCO CA	$47.90	Business	7009-000	TRAVEL		
1354	03/09/2022	DIOR CAFE Miami FL	$200.30	Business	7009-000	TRAVEL		
1356	03/09/2022	LYFT *RIDE TUE 4PM SAN FRANCISCO CA	$5.00	Business	7009-000	TRAVEL		
1357	03/09/2022	LYFT *RIDE WED 4PM SAN FRANCISCO CA	$14.10	Business	7009-000	TRAVEL		
1358	03/09/2022	LYFT *RIDE WED 9PM SAN FRANCISCO CA	$11.40	Business	7009-000	TRAVEL		
1359	03/09/2022	PARKRECEIPTS.COM -V Plano TX	$8.00	Business	7009-000	TRAVEL		
1360	03/09/2022	PARKRECEIPTS.COM -V Plano TX	$10.00	Business	7009-000	TRAVEL		
1361	03/09/2022	PAYPAL *UBER 8665761039 CA	$46.76	Business	7009-000	TRAVEL		
1365	03/09/2022	PRIME VIDEO*1Z22S9O6 888-802-3080 WA	$30.30	Business	7530-000	DATA PROCESSING		
1374	03/10/2022	COTE MIAMI MIAMI FL	$803.88	Business	7009-000	TRAVEL		
1375	03/10/2022	FOUR SEASONS POOL BC SURFSIDE FL	$271.99	Business	7009-000	TRAVEL		
1376	03/10/2022	GRAND BEACH HOTEL SU SURFSIDE FL	$7.63	Business	7009-000	TRAVEL		
1377	03/10/2022	KING DOUGH* KING DOU INDIANAPOLIS IN	$34.45	Business	7009-000	TRAVEL		
1378	03/10/2022	LYFT *RIDE THU 11A SAN FRANCISCO CA	$58.32	Business	7009-000	TRAVEL		
1379	03/10/2022	LYFT *RIDE THU 9AM SAN FRANCISCO CA	$11.40	Business	7009-000	TRAVEL		
1381	03/10/2022	PARKRECEIPTS.COM -V Plano TX	$35.00	Business	7009-000	TRAVEL		
1382	03/10/2022	PAYPAL *UBER 8665761039 CA	$53.12	Business	7009-000	TRAVEL		
1383	03/10/2022	PAYPAL *UBER 8665761039 CA	$59.36	Business	7009-000	TRAVEL		
1384	03/10/2022	PURA VIDA BAY HARBOR BAY HARBOR IS FL	$79.60	Business	7009-000	TRAVEL		
1387	03/10/2022	SPECTRUM 855-707-7328 FL	$220.08	Business	7530-000	DATA PROCESSING		
1393	03/10/2022	MOORE DISPOSAL 00000 DALLAS TX	$670.89	Business	7570-000	OFFICE SUPPLIES		
1398	03/11/2022	AMERICAN AIRLINES 800-433-7300 TX	$873.20	Business	7009-000	TRAVEL		
1399	03/11/2022	AMERICAN AIRLINES 800-433-7300 TX	$1,255.19	Business	7009-000	TRAVEL		
1400	03/11/2022	AMERICAN AIRLINES 800-433-7300 TX	$1,255.19	Business	7009-000	TRAVEL		
1402	03/11/2022	DOORDASH*CAFE PATACH SAN FRANCISCO CA	$31.26	Business	7009-000	TRAVEL		
1403	03/11/2022	GITANO AT CASA FAENA MIAMI BEACH FL	$207.50	Business	7009-000	TRAVEL		
1404	03/11/2022	HOTELSCOM91658882347 HOTELS.COM WA	$432.88	Business	7009-000	TRAVEL		
1405	03/11/2022	HOTELSCOM91658959875 HOTELS.COM WA	$9,717.58	Business	7009-000	TRAVEL		
1407	03/11/2022	LYFT *RIDE FRI 6PM SAN FRANCISCO CA	$8.82	Business	7009-000	TRAVEL		
1408	03/11/2022	LYFT *RIDE FRI 8PM SAN FRANCISCO CA	$17.55	Business	7009-000	TRAVEL		
1409	03/11/2022	MEIJER # 133 FUEL/UN AVON IN	$78.09	Business	7009-000	TRAVEL		
1418	03/11/2022	PAYPAL *ITATIPERDOMO 4029357733 FL	$463.35	Business	7570-000	OFFICE SUPPLIES		
1424	03/12/2022	American Airlines FT WORTH TX	$1,064.60	Business	7009-000	TRAVEL		
1425	03/12/2022	American Airlines FT WORTH TX	$1,971.61	Business	7009-000	TRAVEL		
1426	03/12/2022	FOUR SEASONS LIDO RE SURFSIDE FL	$254.28	Business	7009-000	TRAVEL		
1427	03/12/2022	LE ZOO BAL HARBOUR FL	$89.12	Business	7009-000	TRAVEL		
1428	03/12/2022	LYFT *RIDE FRI 11P SAN FRANCISCO CA	$12.20	Business	7009-000	TRAVEL		
1430	03/12/2022	PARKRECEIPTS.COM -V Plano TX	$35.00	Business	7009-000	TRAVEL		
1431	03/12/2022	PURA VIDA BAY HARBOR BAY HARBOR IS FL	$55.13	Business	7009-000	TRAVEL		
1435	03/12/2022	APPLE.COM/BILL CUPERTINO CA	$5.40	Business	7570-000	OFFICE SUPPLIES		
1437	03/12/2022	PAYPAL *COCOLAB 0677510478	$131.10	Business	7570-000	OFFICE SUPPLIES		
1440	03/13/2022	American Airlines FT WORTH TX	$671.60	Business	7009-000	TRAVEL		
1441	03/13/2022	American Airlines FT WORTH TX	$671.60	Business	7009-000	TRAVEL		
1442	03/13/2022	American Airlines FT WORTH TX	$671.60	Business	7009-000	TRAVEL		
1443	03/13/2022	FOUR SEASONS ATLNTA ATLANTA GA	$81.17	Business	7009-000	TRAVEL		
1444	03/13/2022	LYFT *RIDE SUN 6AM SAN FRANCISCO CA	$54.19	Business	7009-000	TRAVEL		
1447	03/13/2022	CEREBELLY LOS GATOS CA	$75.72	Business	7012-000	MEALS & ENTERTAINMENT		
1448	03/13/2022	HONOR BAR 214.780.09 DALLAS TX	$55.47	Business	7012-000	MEALS & ENTERTAINMENT		
1449	03/13/2022	NUVO 650000007121216 DALLAS TX	$211.03	Business	7012-000	MEALS & ENTERTAINMENT		
1450	03/13/2022	R+D DALLAS214.890.79 DALLAS TX	$91.86	Business	7012-000	MEALS & ENTERTAINMENT		
1451	03/13/2022	LEVY@1 STATE FARM 15 Atlanta GA	$37.95	Business	7012-001	RELOCATION-DC		
1452	03/13/2022	FUBOTV INC NEW YORK NY	$64.99	Business	7530-000	DATA PROCESSING		
1453	03/13/2022	SPOTIFY USA NEW YORK US	$17.31	Business	7530-000	DATA PROCESSING		
1454	03/13/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$23.00	Business	7530-000	DATA PROCESSING		
1461	03/13/2022	APPLE.COM/US CUPERTINO CA	$54.07	Business	7570-000	OFFICE SUPPLIES		
1462	03/13/2022	APPLE.COM/US CUPERTINO CA	$181.86	Business	7570-000	OFFICE SUPPLIES		
1463	03/13/2022	NEWSLINK 06 MIA 0000 MIAMI FL	$6.61	Business	7570-000	OFFICE SUPPLIES		
1469	03/14/2022	DOORDASH*HARRY & IZZ SAN FRANCISCO CA	$69.75	Business	7009-000	TRAVEL		
1470	03/14/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$174.17	Business	7009-000	TRAVEL		
1471	03/14/2022	PAYBYPHONE TOWN OF B BAY HARBOR ISLAND FL	$0.90	Business	7009-000	TRAVEL		
1473	03/14/2022	EQUINOX HOLDINGS INC NEW YORK NY	$215.00	Business	7012-000	MEALS & ENTERTAINMENT		
1474	03/14/2022	JAM & TOAST 65000001 IRVING TX	$14.85	Business	7012-000	MEALS & ENTERTAINMENT		
1475	03/14/2022	R+D DALLAS214.890.79 DALLAS TX	$150.57	Business	7012-000	MEALS & ENTERTAINMENT		
1476	03/14/2022	WHOLEFDS LCL #10627 IRVING TX	$24.15	Business	7012-000	MEALS & ENTERTAINMENT		
1484	03/15/2022	PREMIER TRANSPORTATI DALLAS CA	$114.77	Business	7009-000	TRAVEL		
1486	03/15/2022	UBER EATS SAN FRANCISCO CA	$25.09	Business	7009-000	TRAVEL		
1487	03/15/2022	UBER EATS SAN FRANCISCO CA	$52.44	Business	7009-000	TRAVEL		
1488	03/15/2022	UBER EATS SAN FRANCISCO CA	$62.18	Business	7009-000	TRAVEL		
1489	03/15/2022	DRIP COFFEE CO. 2 Dallas TX	$2.92	Business	7012-000	MEALS & ENTERTAINMENT		
1490	03/15/2022	FOUR SEASONS CLUB AC IRVING TX	$1,136.29	Business	7012-000	MEALS & ENTERTAINMENT		
1491	03/15/2022	MI COCINA LC 0064 IRVING TX	$32.44	Business	7012-000	MEALS & ENTERTAINMENT		
1492	03/15/2022	R+D DALLAS214.890.79 DALLAS TX	$120.67	Business	7012-000	MEALS & ENTERTAINMENT		
1493	03/15/2022	TST* ASCENSION COFFE DALLAS TX	$25.65	Business	7012-000	MEALS & ENTERTAINMENT		
1494	03/15/2022	CUBESMART 492 436845 DALLAS TX	$635.00	Business	7012-001	RELOCATION-DC		
1499	03/15/2022	DHL EXPRESS USA INC WESTON FL	$199.18	Business	7570-000	OFFICE SUPPLIES		
1501	03/16/2022	DOORDASH*DASHMART SAN FRANCISCO CA	$26.99	Business	7009-000	TRAVEL		
1502	03/16/2022	PARKRECEIPTS.COM -V Plano TX	$35.00	Business	7009-000	TRAVEL		
1503	03/16/2022	PAYBYPHONE TOWN OF B BAY HARBOR ISLAND FL	$1.52	Business	7009-000	TRAVEL		
1505	03/16/2022	R+D DALLAS214.890.79 DALLAS TX	$100.44	Business	7012-000	MEALS & ENTERTAINMENT		
1506	03/16/2022	R+D DALLAS214.890.79 DALLAS TX	$119.59	Business	7012-000	MEALS & ENTERTAINMENT		
1515	03/16/2022	APPLE.COM/BILL CUPERTINO CA	$7.57	Business	7570-000	OFFICE SUPPLIES		
1519	03/17/2022	EXHALE BAL HARBOUR 305-4555411 FL	$498.00	Business	7009-000	TRAVEL		
1521	03/17/2022	FOUR SEASONS LAW IRVING TX	$521.17	Business	7012-000	MEALS & ENTERTAINMENT		
1522	03/17/2022	JAM & TOAST 65000001 IRVING TX	$14.85	Business	7012-000	MEALS & ENTERTAINMENT		
1523	03/17/2022	CUBESMART 492 436845 DALLAS TX	$167.00	Business	7012-001	RELOCATION-DC		
1529	03/17/2022	FEDEX Office 0186 15 INDIANAPOLIS IN	$54.90	Business	7570-000	OFFICE SUPPLIES		
1533	03/18/2022	DFW 1263B Univision DFW Inter Airport TX	$11.90	Business	7009-000	TRAVEL		
1534	03/18/2022	EXHALE BAL HARBOUR 305-4555411 FL	$438.00	Business	7009-000	TRAVEL		
1536	03/18/2022	FOUR SEASONS HOUSTN HOUSTON TX	$113.29	Business	7009-000	TRAVEL		
1537	03/18/2022	FOUR SEASONS POOL BC SURFSIDE FL	$190.05	Business	7009-000	TRAVEL		
1538	03/18/2022	LYFT *RIDE FRI 11A SAN FRANCISCO CA	$54.17	Business	7009-000	TRAVEL		
1539	03/18/2022	LYFT *RIDE FRI 9AM SAN FRANCISCO CA	$58.81	Business	7009-000	TRAVEL		
1540	03/18/2022	PARKRECEIPTS.COM -V Plano TX	$35.00	Business	7009-000	TRAVEL		
1541	03/18/2022	PHILOSOPHERFOODS SANTA CRUZ CA	$68.72	Business	7009-000	TRAVEL		

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Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
1542	03/18/2022	PRIVATE CAR SERVICES Bal Harbour FL	$149.80	Business	7009-000	TRAVEL		
1544	03/18/2022	DRIP COFFEE CO. 2 DALLAS TX	$31.90	Business	7012-000	MEALS & ENTERTAINMENT		
1545	03/18/2022	PAPPASITOS'S CANTINA DALLAS TX	$49.02	Business	7012-000	MEALS & ENTERTAINMENT		
1546	03/18/2022	TST* ASCENSION COFFE DALLAS TX	$16.03	Business	7012-000	MEALS & ENTERTAINMENT		
1547	03/18/2022	KINDLE UNLTD*1Z00Y0S 866-321-8851 WA	$10.81	Business	7530-000	DATA PROCESSING		
1549	03/18/2022	PELOTON* MEMBERSHIP NEW YORK CITY NY	$39.00	Business	7530-000	DATA PROCESSING		
1550	03/18/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
1551	03/18/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
1556	03/18/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7570-000	OFFICE SUPPLIES		
1557	03/18/2022	PAYPAL *ITATIPERDOMO 4029357733 FL	$463.35	Business	7570-000	OFFICE SUPPLIES		
1560	03/18/2022	PAYPAL *NUTRAFOL 8884543320 NY	$79.00	Business	7570-000	OFFICE SUPPLIES		
1564	03/19/2022	CLASSPASS* MONTHLY NEW YORK CITY NY	$59.00	Business	7009-000	TRAVEL		
1565	03/19/2022	DOORDASH*CHIPOTLE SAN FRANCISCO CA	$47.50	Business	7009-000	TRAVEL		
1566	03/19/2022	MAKOTO BAL HARBOUR FL	$165.43	Business	7009-000	TRAVEL		
1570	03/19/2022	DIPTYQUE BAL HARBOUR BAL HARBOUR FL	$117.70	Business	7012-000	MEALS & ENTERTAINMENT		
1571	03/19/2022	DIPTYQUE BAL HARBOUR BAL HARBOUR FL	$326.35	Business	7012-000	MEALS & ENTERTAINMENT		
1575	03/19/2022	SPECTRUM 855-707-7328 MO	$313.57	Business	7530-000	DATA PROCESSING		
1582	03/19/2022	GOOGLE *YOUTUBE TV G.CO/HELPPAY# CA	$70.35	Business	7570-000	OFFICE SUPPLIES		
1587	03/20/2022	FOUR SEASONS POOL BC SURFSIDE FL	$284.71	Business	7009-000	TRAVEL		
1589	03/20/2022	PARKRECEIPTS.COM -V Plano TX	$35.00	Business	7009-000	TRAVEL		
1590	03/20/2022	PURA VIDA BAY HARBOR BAY HARBOR IS FL	$72.45	Business	7009-000	TRAVEL		
1599	03/20/2022	APPLE.COM/US CUPERTINO CA	$1.61	Business	7570-000	OFFICE SUPPLIES		
1600	03/20/2022	APPLE.COM/US CUPERTINO CA	$84.53	Business	7570-000	OFFICE SUPPLIES		
1601	03/20/2022	APPLE.COM/US CUPERTINO CA	$138.03	Business	7570-000	OFFICE SUPPLIES		
1602	03/20/2022	APPLE.COM/US CUPERTINO CA	$138.03	Business	7570-000	OFFICE SUPPLIES		
1607	03/21/2022	PLUSHCARE SAN FRANCISCO CA	$14.99	Business	7009-000	TRAVEL		
1610	03/21/2022	PRIME VIDEO*1N1KJ8WF 888-802-3080 WA	$9.73	Business	7530-000	DATA PROCESSING		
1611	03/21/2022	SPOTIFY NEW YORK NY	$10.81	Business	7530-000	DATA PROCESSING		
1614	03/21/2022	APPLE.COM/BILL CUPERTINO CA	$34.60	Business	7570-000	OFFICE SUPPLIES		
1615	03/21/2022	APPLE.COM/US CUPERTINO CA	$0.99	Business	7570-000	OFFICE SUPPLIES		
1618	03/21/2022	THE UPS STORE 2026 0 PRINCETON NJ	$563.12	Business	7570-000	OFFICE SUPPLIES		
1623	03/22/2022	BT HASALONMIAMIRESTA NEW YORK NY	$100.00	Business	7009-000	TRAVEL		
1630	03/22/2022	WHOLEFDS MKS#10597 0 INDIANAPOLIS IN	$302.47	Business	7012-000	MEALS & ENTERTAINMENT		
1631	03/22/2022	VINPORTER - WINE NAPA CA	$131.98	Business	7530-000	DATA PROCESSING		
1642	03/22/2022	APPLE.COM/US CUPERTINO CA	$810.79	Business	7570-000	OFFICE SUPPLIES		
1646	03/23/2022	American Airlines FT WORTH TX	$1,154.20	Business	7009-000	TRAVEL		
1647	03/23/2022	American Airlines FT WORTH TX	$1,154.20	Business	7009-000	TRAVEL		
1648	03/23/2022	American Airlines FT WORTH TX	$1,154.20	Business	7009-000	TRAVEL		
1650	03/23/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$212.45	Business	7009-000	TRAVEL		
1651	03/23/2022	LYFT *RIDE WED 2PM SAN FRANCISCO CA	$51.25	Business	7009-000	TRAVEL		
1652	03/23/2022	LYFT *RIDE WED 6PM SAN FRANCISCO CA	$80.27	Business	7009-000	TRAVEL		
1653	03/23/2022	PF CHANGS #2000 OLO N MIAMI BEACH FL	$64.52	Business	7009-000	TRAVEL		
1654	03/23/2022	PRIVATE CAR SERVICES Opa-locka FL	$149.80	Business	7009-000	TRAVEL		
1656	03/23/2022	UBER EATS SAN FRANCISCO CA	$22.92	Business	7009-000	TRAVEL		
1657	03/23/2022	UBER EATS SAN FRANCISCO CA	$51.57	Business	7009-000	TRAVEL		
1658	03/23/2022	EQUINOX MOTO #451 45 DALLAS TX	$197.02	Business	7012-000	MEALS & ENTERTAINMENT		
1659	03/23/2022	EQUINOX MOTO #451 45 DALLAS TX	$303.10	Business	7012-000	MEALS & ENTERTAINMENT		
1668	03/23/2022	APPLE.COM/BILL CUPERTINO CA	$7.57	Business	7570-000	OFFICE SUPPLIES		
1669	03/23/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7570-000	OFFICE SUPPLIES		
1672	03/24/2022	UBER EATS SAN FRANCISCO CA	$60.70	Business	7009-000	TRAVEL		
1673	03/24/2022	DRIP COFFEE CO. 2 DALLAS TX	$8.77	Business	7012-000	MEALS & ENTERTAINMENT		
1675	03/24/2022	R+D DALLAS214.890.79 DALLAS TX	$48.05	Business	7012-000	MEALS & ENTERTAINMENT		
1676	03/24/2022	RTACO 0661 RTACO 066 DALLAS TX	$15.59	Business	7012-000	MEALS & ENTERTAINMENT		
1677	03/24/2022	TST* THE DUMPLING CO OPA-LOCKA FL	$19.26	Business	7012-000	MEALS & ENTERTAINMENT		
1678	03/24/2022	SPECTRUM 855-707-7328 MO	$164.48	Business	7530-000	DATA PROCESSING		
1688	03/24/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7570-000	OFFICE SUPPLIES		
1691	03/25/2022	BT*DD *DOORDASH HOWA SAN FRANCISCO CA	$87.48	Business	7009-000	TRAVEL		
1692	03/25/2022	EPSILON CAFE 2889 IRVING TX	$1.89	Business	7009-000	TRAVEL		
1693	03/25/2022	LYFT *RIDE FRI 10P VANCOUVER	$18.83	Business	7009-000	TRAVEL		
1694	03/25/2022	PAYPAL *UBER EATS 8665761039 CA	$3.90	Business	7009-000	TRAVEL		
1695	03/25/2022	PAYPAL *UBER EATS 8665761039 CA	$22.15	Business	7009-000	TRAVEL		
1697	03/25/2022	MI COCINA HI UPNGO.C DALLAS TX	$91.64	Business	7012-000	MEALS & ENTERTAINMENT		
1699	03/25/2022	TST* ASCENSION COFFE DALLAS TX	$33.66	Business	7012-000	MEALS & ENTERTAINMENT		
1700	03/25/2022	WESTWAY SITE SERVICE DALLAS TX	$131.12	Business	7012-001	RELOCATION-DC		
1706	03/25/2022	PAYPAL *ITATIPERDOMO 4029357733 FL	$463.35	Business	7570-000	OFFICE SUPPLIES		
1713	03/26/2022	American Airlines FT WORTH TX	$15.71	Business	7009-000	TRAVEL		
1714	03/26/2022	American Airlines FT WORTH TX	$335.60	Business	7009-000	TRAVEL		
1715	03/26/2022	LYFT *RIDE SAT 1AM VANCOUVER	$18.65	Business	7009-000	TRAVEL		
1716	03/26/2022	PAYPAL *UBER EATS 8665761039 CA	$9.62	Business	7009-000	TRAVEL		
1717	03/26/2022	PAYPAL *UBER EATS 8665761039 CA	$48.55	Business	7009-000	TRAVEL		
1718	03/26/2022	PEDIATRIC SPECIALIST MIAMI FL	$189.57	Business	7009-000	TRAVEL		
1719	03/26/2022	TANGO ROOM DALLAS TX	$543.57	Business	7012-000	MEALS & ENTERTAINMENT		
1720	03/26/2022	CUBESMART 492 436845 DALLAS TX	$686.00	Business	7012-001	RELOCATION-DC		
1721	03/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		
1722	03/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		
1724	03/26/2022	HLU*HULU 17107704573 HULU.COM/BILL CA	$86.59	Business	7530-000	DATA PROCESSING		
1726	03/26/2022	FEDEX 83727611 FedEx MEMPHIS TN	$147.96	Business	7570-000	OFFICE SUPPLIES		
1727	03/26/2022	FEDEX 83727875 FedEx MEMPHIS TN	$291.03	Business	7570-000	OFFICE SUPPLIES		
1728	03/26/2022	FEDEX 83728008 FedEx MEMPHIS TN	$264.05	Business	7570-000	OFFICE SUPPLIES		
1729	03/26/2022	FEDEX 83728011 FedEx MEMPHIS TN	$268.90	Business	7570-000	OFFICE SUPPLIES		
1730	03/27/2022	DOORDASH*NAPOLESE PI SAN FRANCISCO CA	$116.54	Business	7009-000	TRAVEL		
1731	03/27/2022	UBER EATS SAN FRANCISCO CA	$29.97	Business	7009-000	TRAVEL		
1732	03/27/2022	LE BILBOQUET 0000000 DALLAS TX	$567.39	Business	7012-000	MEALS & ENTERTAINMENT		
1733	03/27/2022	CUBESMART 492 436845 DALLAS TX	$1,102.00	Business	7012-001	RELOCATION-DC		
1736	03/27/2022	APPLE STORE R066 R06 INDIANAPOLIS IN	$138.03	Business	7570-000	OFFICE SUPPLIES		
1740	03/28/2022	BT*DD *DOORDASH HOWA SAN FRANCISCO CA	$47.06	Business	7009-000	TRAVEL		
1741	03/28/2022	DOORDASH*CHIPOTLE SAN FRANCISCO CA	$47.50	Business	7009-000	TRAVEL		
1742	03/28/2022	DOORDASH*WENDYS SAN FRANCISCO CA	$29.79	Business	7009-000	TRAVEL		
1743	03/28/2022	UBER EATS SAN FRANCISCO CA	$25.25	Business	7009-000	TRAVEL		
1744	03/28/2022	JAM & TOAST 65000001 IRVING TX	$14.85	Business	7012-000	MEALS & ENTERTAINMENT		
1745	03/28/2022	R+D DALLAS214.890.79 DALLAS TX	$90.78	Business	7012-000	MEALS & ENTERTAINMENT		
1746	03/28/2022	R+D DALLAS214.890.79 DALLAS TX	$170.49	Business	7012-000	MEALS & ENTERTAINMENT		
1748	03/28/2022	HLU*HULU 20797497347 HULU.COM/BILL CA	$7.57	Business	7530-000	DATA PROCESSING		
1750	03/28/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7570-000	OFFICE SUPPLIES		
1751	03/28/2022	APPLE.COM/BILL CUPERTINO CA	$36.78	Business	7570-000	OFFICE SUPPLIES		
1754	03/29/2022	BLUE BOTTLE COFFEE Boston MA	$7.88	Business	7009-000	TRAVEL		
1755	03/29/2022	BLUE BOTTLE COFFEE Boston MA	$42.70	Business	7009-000	TRAVEL		

Credit Card

Privileged and Confidential
AMEX Transaction Listing

[1] If Business Explanation has been identified, please mark (Y/N) if receipt exists for the related transaction.

Filtered Total $ 1,180,681.29
Total $ 1,180,681.29

Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
1756	03/29/2022	CITY CHICAGO TICKET CHICAGO IL	$60.00	Business	7009-000	TRAVEL		
1758	03/29/2022	LYFT *RIDE TUE 8AM SAN FRANCISCO CA	$119.11	Business	7009-000	TRAVEL		
1760	03/29/2022	TST* ASCENSION COFFE DALLAS TX	$16.03	Business	7012-000	MEALS & ENTERTAINMENT		
1761	03/29/2022	PAYPAL *VIASAT INC 7604762542 CA	$29.00	Business	7530-000	DATA PROCESSING		
1762	03/29/2022	PRIME VIDEO*164XV9HG 888-802-3080 WA	$5.40	Business	7530-000	DATA PROCESSING		
1763	03/29/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$29.00	Business	7530-000	DATA PROCESSING		
1764	03/29/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$29.00	Business	7530-000	DATA PROCESSING		
1770	03/29/2022	APPLE.COM/BILL CUPERTINO CA	$14.06	Business	7570-000	OFFICE SUPPLIES		
1774	03/29/2022	PAYPAL *GOLPOD 4029357733	$87.80	Business	7570-000	OFFICE SUPPLIES		
1780	03/29/2022	ZUMA BOSTON 92460028 BOSTON MA	$243.30	Business	7009-000	TRAVEL		
1781	03/30/2022	LYFT *RIDE TUE 8AM SAN FRANCISCO CA	$34.75	Business	7009-000	TRAVEL		
1786	03/30/2022	BT*THE SYNERGY COMPA MOAB UT	$28.95	Business	7530-000	DATA PROCESSING		
1787	03/30/2022	LYFT *RIDE WED 11A SAN FRANCISCO CA	$27.65	Business	7009-000	TRAVEL		
1788	03/30/2022	MANDARIN ORIENTAL BO BOSTON MA	$40.71	Business	7009-000	TRAVEL		
1789	03/30/2022	MANDARIN ORIENTAL BO BOSTON MA	$1,222.76	Business	7009-000	TRAVEL		
1790	03/30/2022	MANDARIN ORIENTAL BO BOSTON MA	$1,452.15	Business	7009-000	TRAVEL		
1795	03/30/2022	ZUMA BOSTON 92460028 BOSTON MA	$241.30	Business	7009-000	TRAVEL		
1796	03/31/2022	APPLE STORE R149 R14 BOSTON MA	$73.26	Business	7570-000	OFFICE SUPPLIES		
1797	03/31/2022	APPLE.COM/BILL CUPERTINO CA	$17.13	Business	7570-000	OFFICE SUPPLIES		
1799	03/31/2022	BISTRO DU MIDI 02177 BOSTON MA	$153.33	Business	7009-000	TRAVEL		
1800	03/31/2022	BLUE BOTTLE COFFEE Boston MA	$16.69	Business	7009-000	TRAVEL		
1801	03/31/2022	FEDEX OFFICE ECOMM 1 Dallas TX	$792.31	Business	7570-000	OFFICE SUPPLIES		
1802	03/31/2022	HOTELSCOM91715902174 HOTELS.COM WA	$6,224.89	Business	7009-000	TRAVEL		
1803	03/31/2022	LYFT *RIDE THU 3PM SAN FRANCISCO CA	$19.57	Business	7009-000	TRAVEL		
1804	03/31/2022	PRIME VIDEO*1H30N2TF 888-802-3080 WA	$11.90	Business	7530-000	DATA PROCESSING		
1805	03/31/2022	U.S. RETAILERS 855-600-3859 TX	$414.56	Business	7012-000	MEALS & ENTERTAINMENT		
1806	03/31/2022	WWW.UCLASTORE.COM LOS ANGELES CA	$119.02	Business	7012-000	MEALS & ENTERTAINMENT		
1807	03/31/2022	ZUMA BOSTON 92460028 BOSTON MA	$476.25	Business	7009-000	TRAVEL		
1811	04/01/2022	AMERICAN AIRLINES 800-433-7300 TX	$792.19	Business	7009-000	TRAVEL		
1812	04/01/2022	AMERICAN AIRLINES 800-433-7300 TX	$792.19	Business	7009-000	TRAVEL		
1813	04/01/2022	AMERICAN AIRLINES 800-433-7300 TX	$792.19	Business	7009-000	TRAVEL		
1814	04/01/2022	BT*AUDIOBOOKS.COM PRINCE FREDERCK MD	$16.18	Business	7530-000	DATA PROCESSING		
1815	04/01/2022	CUBESMART 492 436845 DALLAS TX	$513.95	Business	7012-001	RELOCATION-DC		
1816	04/01/2022	DNCSS TD GARDEN CONC BOSTON MA	$10.16	Business	7009-000	TRAVEL		
1817	04/01/2022	EARLS PRUDENTIAL Boston MA	$186.83	Business	7009-000	TRAVEL		
1818	04/01/2022	HOTELSCOM91666202522 HOTELS.COM WA	$4,953.40	Business	7009-000	TRAVEL		
1819	04/01/2022	HOTELSCOM91716188151 HOTELS.COM WA	$2,871.81	Business	7009-000	TRAVEL		
1821	04/01/2022	LYFT *RIDE FRI 10P SAN FRANCISCO CA	$34.00	Business	7009-000	TRAVEL		
1822	04/01/2022	LYFT *RIDE FRI 8PM SAN FRANCISCO CA	$28.51	Business	7009-000	TRAVEL		
1823	04/01/2022	PAYPAL *ITATIPERDOMO 4029357733 FL	$309.00	Business	7570-000	OFFICE SUPPLIES		
1826	04/01/2022	STUBHUB, INC SAN FRANCISCO CA	$872.85	Business	7012-000	MEALS & ENTERTAINMENT		
1827	04/01/2022	TOCK AT*KENZO ESTATE CHICAGO IL	$239.30	Business	7009-000	TRAVEL		
1828	04/01/2022	ZUMA BOSTON 92460028 BOSTON MA	$150.26	Business	7009-000	TRAVEL		
1833	04/02/2022	AMERICAN AIRLINES 800-433-7300 TX	$851.20	Business	7009-000	TRAVEL		
1834	04/02/2022	AMERICAN AIRLINES 800-433-7300 TX	$851.20	Business	7009-000	TRAVEL		
1836	04/02/2022	APPLE.COM/BILL CUPERTINO CA	$9.99	Business	7570-000	OFFICE SUPPLIES		
1837	04/02/2022	DUANE READE #14321 0 NEW YORK NY	$158.97	Business	7009-000	TRAVEL		
1838	04/02/2022	FOUR SEASONS ONE DAL BOSTON MA	$1,513.70	Business	7009-000	TRAVEL		
1839	04/02/2022	FOUR SEASONS ONE DAL BOSTON MA	$2,080.68	Business	7009-000	TRAVEL		
1840	04/02/2022	FOUR SEASONS ONE DAL BOSTON MA	$9,793.60	Business	7009-000	TRAVEL		
1842	04/02/2022	HARRY CIPRIANI 02177 NEW YORK NY	$296.82	Business	7009-000	TRAVEL		
1843	04/02/2022	JOE & THE JUICE NEW NEW YORK NY	$16.44	Business	7009-000	TRAVEL		
1844	04/02/2022	KAPPO MASA 650000010 NEW YORK NY	$396.43	Business	7009-000	TRAVEL		
1845	04/02/2022	LYFT *RIDE SAT 10P SAN FRANCISCO CA	$20.68	Business	7009-000	TRAVEL		
1846	04/02/2022	LYFT *RIDE SAT 8PM SAN FRANCISCO CA	$21.78	Business	7009-000	TRAVEL		
1847	04/02/2022	STARBUCKS STORE 0783 ROCKY HILL CT	$16.71	Business	7009-000	TRAVEL		
1854	04/03/2022	AVRA MADISON 0217700 NEW YORK NY	$219.05	Business	7009-000	TRAVEL		
1855	04/03/2022	BT*DD *DOORDASH SAPO SAN FRANCISCO CA	$52.64	Business	7009-000	TRAVEL		
1856	04/03/2022	CCI*CARE.COM 737-202-3114 MA	$83.15	Business	7570-000	OFFICE SUPPLIES		
1857	04/03/2022	CVS/PHARMACY #06549 INDIANAPOLIS IN	$78.32	Business	7009-000	TRAVEL		
1858	04/03/2022	DOORDASH*DASHMART SAN FRANCISCO CA	$22.44	Business	7009-000	TRAVEL		
1859	04/03/2022	IMLAKESH ORGANICS GOLETA CA	$43.98	Business	7012-000	MEALS & ENTERTAINMENT		
1860	04/03/2022	JUICE PRESS New York NY	$13.98	Business	7009-000	TRAVEL		
1861	04/03/2022	LYFT *RIDE SUN 10A SAN FRANCISCO CA	$17.82	Business	7009-000	TRAVEL		
1862	04/03/2022	LYFT *RIDE SUN 11A SAN FRANCISCO CA	$1.39	Business	7009-000	TRAVEL		
1863	04/03/2022	LYFT *RIDE SUN 11A SAN FRANCISCO CA	$18.66	Business	7009-000	TRAVEL		
1864	04/03/2022	LYFT *RIDE SUN 3PM SAN FRANCISCO CA	$28.20	Business	7009-000	TRAVEL		
1865	04/03/2022	PAPAVINCE GULF SHORES AL	$51.86	Business	7012-000	MEALS & ENTERTAINMENT		
1866	04/03/2022	PAYPAL *BECHEERCOLT 13126900464	$166.24	Business	7570-000	OFFICE SUPPLIES		
1867	04/03/2022	PUBLICDATA.COM 56550 IRVING TX	$37.74	Business	7530-000	DATA PROCESSING		
1868	04/03/2022	THE WHITBY HOTEL-2 NEW YORK NY	$79.41	Business	7009-000	TRAVEL		
1869	04/03/2022	UBER EATS SAN FRANCISCO CA	$33.33	Business	7009-000	TRAVEL		
1870	04/03/2022	UBER EATS SAN FRANCISCO CA	$57.89	Business	7009-000	TRAVEL		
1872	04/04/2022	APPLE.COM/BILL CUPERTINO CA	$75.76	Business	7570-000	OFFICE SUPPLIES		
1873	04/04/2022	BENOIT RESTAURANT 00 NEW YORK NY	$792.58	Business	7009-000	TRAVEL		
1875	04/04/2022	DALRZ PMS 1616122700 Dallas TX	$1,589.33	Business	7012-000	MEALS & ENTERTAINMENT		
1876	04/04/2022	FEDEX Office 0186 15 INDIANAPOLIS IN	$33.54	Business	7570-000	OFFICE SUPPLIES		
1877	04/04/2022	HTTP://WWW.GOGOAIR.C 877-350-0038 IL	$59.95	Business	7530-000	DATA PROCESSING		
1878	04/04/2022	LYFT *RIDE MON 3PM SAN FRANCISCO CA	$17.82	Business	7009-000	TRAVEL		
1880	04/04/2022	PHILIPPE CHOW UPTOWN NEW YORK NY	$181.34	Business	7009-000	TRAVEL		
1881	04/04/2022	PREMIER TRANSPORTATI DALLAS CA	$283.10	Business	7009-000	TRAVEL		
1882	04/04/2022	PREMIER TRANSPORTATI DALLAS CA	$424.65	Business	7009-000	TRAVEL		
1883	04/04/2022	TOCK AT*PRESS CHICAGO IL	$21.00	Business	7009-000	TRAVEL		
1884	04/04/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$124.42	Business	7012-001	RELOCATION-DC		
1886	04/05/2022	American Airlines FT WORTH TX	$296.60	Business	7009-000	TRAVEL		
1887	04/05/2022	APPLE.COM/BILL CUPERTINO CA	$32.46	Business	7570-000	OFFICE SUPPLIES		
1888	04/05/2022	FEDEX Office 0212 15 NEW YORK NY	$8.70	Business	7570-000	OFFICE SUPPLIES		
1890	04/05/2022	JUICE PRESS New York NY	$6.79	Business	7009-000	TRAVEL		
1891	04/05/2022	LE COUCOU NEW YORK NY	$784.34	Business	7009-000	TRAVEL		
1892	04/05/2022	LYFT *RIDE TUE 10P SAN FRANCISCO CA	$47.04	Business	7009-000	TRAVEL		
1893	04/05/2022	LYFT *RIDE TUE 11A SAN FRANCISCO CA	$20.29	Business	7009-000	TRAVEL		
1894	04/05/2022	LYFT *RIDE TUE 12P SAN FRANCISCO CA	$19.02	Business	7009-000	TRAVEL		
1895	04/05/2022	LYFT *RIDE TUE 7PM SAN FRANCISCO CA	$45.61	Business	7009-000	TRAVEL		
1896	04/05/2022	PARK HOUSE - ECOM 00 DALLAS TX	$438.88	Business	7012-000	MEALS & ENTERTAINMENT		
1898	04/05/2022	PAYPAL *UBER 8665761039 CA	$49.08	Business	7009-000	TRAVEL		
1899	04/05/2022	PAYPAL *UBER 8665761039 CA	$52.79	Business	7009-000	TRAVEL		
1900	04/05/2022	PENINSULA NEW YORK H NEW YORK NY	$600.00	Business	7009-000	TRAVEL		

Credit Card

Privileged and Confidential
AMEX Transaction Listing

[1] If Business Explanation has been identified, please mark (Y/N) if receipt exists for the related transaction.

Filtered Total $ 1,180,681.29
Total $ 1,180,681.29

Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
1901	04/05/2022	THE WHITBY HOTEL-2 NEW YORK NY	$193.14	Business	7009-000	TRAVEL		
1902	04/05/2022	UBER EATS SAN FRANCISCO CA	$30.61	Business	7009-000	TRAVEL		
1907	04/06/2022	BERGDORF GOODMAN RES New York US	$213.56	Business	7012-000	MEALS & ENTERTAINMENT		
1910	04/06/2022	JUICE PRESS New York NY	$9.99	Business	7009-000	TRAVEL		
1913	04/06/2022	LYFT *RIDE WED 6AM SAN FRANCISCO CA	$18.46	Business	7009-000	TRAVEL		
1914	04/06/2022	LYFT *RIDE WED 7PM SAN FRANCISCO CA	$26.55	Business	7009-000	TRAVEL		
1915	04/06/2022	LYFT *RIDE WED 8AM SAN FRANCISCO CA	$18.84	Business	7009-000	TRAVEL		
1916	04/06/2022	LYFT *RIDE WED 8AM SAN FRANCISCO CA	$31.51	Business	7009-000	TRAVEL		
1917	04/06/2022	LYFT *RIDE WED 9PM SAN FRANCISCO CA	$27.46	Business	7009-000	TRAVEL		
1918	04/06/2022	NAPSTER I RHAPSODY 206-707-8100 WA	$10.81	Business	7530-000	DATA PROCESSING		
1920	04/06/2022	PAYPAL *NETFLIX.COM 8667160414 CA	$21.64	Business	7530-000	DATA PROCESSING		
1921	04/06/2022	STARBUCKS 800-782-72 SEATTLE WA	$3.76	Business	7009-000	TRAVEL		
1922	04/06/2022	TOCK AT*LA TOQUE CHICAGO IL	$82.25	Business	7009-000	TRAVEL		
1923	04/06/2022	UBER EATS SAN FRANCISCO CA	$53.19	Business	7009-000	TRAVEL		
1925	04/07/2022	DOORDASH*CHIPOTLE SAN FRANCISCO CA	$49.88	Business	7009-000	TRAVEL		
1930	04/07/2022	LYFT *RIDE THU 11A SAN FRANCISCO CA	$22.82	Business	7009-000	TRAVEL		
1931	04/07/2022	LYFT *RIDE THU 1PM SAN FRANCISCO CA	$119.14	Business	7009-000	TRAVEL		
1932	04/07/2022	LYFT *RIDE THU 8AM SAN FRANCISCO CA	$21.07	Business	7009-000	TRAVEL		
1936	04/07/2022	PAYPAL *VIASAT INC 7604762542 CA	$19.00	Business	7009-000	TRAVEL		
1938	04/07/2022	SPECTRUM 855-707-7328 FL	$220.10	Business	7530-000	DATA PROCESSING		
1939	04/07/2022	STARBUCKS 800-782-72 SEATTLE WA	$3.76	Business	7009-000	TRAVEL		
1940	04/07/2022	UBER EATS SAN FRANCISCO CA	$55.96	Business	7009-000	TRAVEL		
1941	04/07/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
1942	04/07/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
1943	04/07/2022	WHITE GLOVE STORAGE AUSTIN TX	$2,286.75	Business	7012-001	RELOCATION-DC		
1947	04/08/2022	AMERICAN AIRLINES 800-433-7300 TX	$375.60	Business	7009-000	TRAVEL		
1949	04/08/2022	BT*DD *DOORDASH DOCB SAN FRANCISCO CA	$40.50	Business	7009-000	TRAVEL		
1950	04/08/2022	BT*DD *DOORDASH DOCB SAN FRANCISCO CA	$118.11	Business	7009-000	TRAVEL		
1954	04/08/2022	GUM.CO/CC* TJE RESEA SAN FRANCISCO CA	$24.99	Business	7012-000	MEALS & ENTERTAINMENT		
1955	04/08/2022	IN *EARTHVISION, LLC RICHARDSON TX	$140.73	Business	7530-000	DATA PROCESSING		
1956	04/08/2022	JAM & TOAST 65000001 IRVING TX	$14.85	Business	7012-000	MEALS & ENTERTAINMENT		
1957	04/08/2022	LYFT *RIDE SAT 1AM SAN FRANCISCO CA	$66.64	Business	7009-000	TRAVEL		
1958	04/08/2022	PARK HOUSE 000000001 DALLAS TX	$873.39	Business	7009-000	TRAVEL		
1959	04/08/2022	PAYPAL *UBER 8665761039 CA	$52.39	Business	7009-000	TRAVEL		
1960	04/08/2022	PAYPAL *UBER EATS 8665761039 CA	$6.24	Business	7009-000	TRAVEL		
1961	04/08/2022	PAYPAL *UBER EATS 8665761039 CA	$35.15	Business	7009-000	TRAVEL		
1962	04/08/2022	PENINSULA NEW YORK H NEW YORK NY	$163.31	Business	7009-000	TRAVEL		
1963	04/08/2022	PENINSULA NEW YORK H NEW YORK NY	$163.31	Business	7009-000	TRAVEL		
1964	04/08/2022	PENINSULA NEW YORK H NEW YORK NY	$836.12	Business	7009-000	TRAVEL		
1965	04/08/2022	PENINSULA NEW YORK H NEW YORK NY	$10,403.88	Business	7009-000	TRAVEL		
1966	04/08/2022	PRIME VIDEO*1H8WK17F 888-802-3080 WA	$6.48	Business	7530-000	DATA PROCESSING		
1969	04/08/2022	THE BLUE FISH - IRVI IRVING TX	$76.79	Business	7012-000	MEALS & ENTERTAINMENT		
1970	04/08/2022	UBER TRIP SAN FRANCISCO CA	$18.52	Business	7009-000	TRAVEL		
1974	04/09/2022	AMERICAN AIRLINES 800-433-7300 TX	$73.73	Business	7009-000	TRAVEL		
1975	04/09/2022	AMERICAN AIRLINES 800-433-7300 TX	$587.20	Business	7009-000	TRAVEL		
1976	04/09/2022	American Airlines FT WORTH TX	$28.00	Business	7009-000	TRAVEL		
1977	04/09/2022	BT*DD *DOORDASH DOCB SAN FRANCISCO CA	$67.15	Business	7009-000	TRAVEL		
1981	04/09/2022	HOTELSCOM91718827183 HOTELS.COM WA	$1,243.16	Business	7009-000	TRAVEL		
1984	04/09/2022	NOBU DOWNTOWN NEW YORK NY	$1,891.25	Business	7009-000	TRAVEL		
1985	04/09/2022	PAYPAL *ITATIPERDOMO 4029357733 FL	$309.00	Business	7570-000	OFFICE SUPPLIES		
1987	04/09/2022	Shake Shack - 1161 (DALLAS TX	$6.73	Business	7012-000	MEALS & ENTERTAINMENT		
1988	04/09/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$138.99	Business	7012-001	RELOCATION-DC		
1989	04/09/2022	WILLIAMS-SONOMA.COM 800-541-1262 CA	$140.67	Business	7012-000	MEALS & ENTERTAINMENT		
1993	04/10/2022	American Airlines FT WORTH TX	$44.00	Business	7009-000	TRAVEL		
1994	04/10/2022	APPLE.COM/BILL CUPERTINO CA	$43.29	Business	7570-000	OFFICE SUPPLIES		
1997	04/10/2022	FOUR SEASONS NY DOWN NEW YORK NY	$98.95	Business	7009-000	TRAVEL		
1998	04/10/2022	PAYPAL *TYLER.R.WILL 4029357733 CA	$4,343.71	Business	7012-001	RELOCATION-DC		
1999	04/10/2022	SAMSNATURAL.COM ATKINSON NH	$42.75	Business	7009-000	TRAVEL		
2000	04/10/2022	STUBHUB, INC SAN FRANCISCO CA	$3,110.70	Business	7012-000	MEALS & ENTERTAINMENT		
2001	04/10/2022	TST* ASCENSION COFFE DALLAS TX	$92.03	Business	7012-000	MEALS & ENTERTAINMENT		
2004	04/11/2022	American Airlines FT WORTH TX	$602.21	Business	7009-000	TRAVEL		
2005	04/11/2022	BENJAMIN ROE LLC VICTORIA TX	$23.76	Business	7012-000	MEALS & ENTERTAINMENT		
2007	04/11/2022	DOC BS FRESH KITCHEN DALLAS TX	$111.10	Business	7012-000	MEALS & ENTERTAINMENT		
2008	04/11/2022	FEDEX Office 0186 15 INDIANAPOLIS IN	$164.74	Business	7570-000	OFFICE SUPPLIES		
2011	04/11/2022	PAYPAL *UBER EATS 8665761039 CA	$6.50	Business	7009-000	TRAVEL		
2012	04/11/2022	PAYPAL *UBER EATS 8665761039 CA	$36.61	Business	7009-000	TRAVEL		
2014	04/11/2022	PREMIER TRANSPORTATI DALLAS CA	$132.65	Business	7009-000	TRAVEL		
2015	04/11/2022	R+D DALLAS214.890.79 DALLAS TX	$75.87	Business	7012-000	MEALS & ENTERTAINMENT		
2017	04/11/2022	SP * PROSODY LONDON LONDON	$84.32	Business	7009-000	TRAVEL		
2018	04/11/2022	STARBUCKS 800-782-72 SEATTLE WA	$6.98	Business	7009-000	TRAVEL		
2021	04/12/2022	APPLE.COM/BILL CUPERTINO CA	$5.40	Business	7570-000	OFFICE SUPPLIES		
2022	04/12/2022	BT*DD *DOORDASH CODA SAN FRANCISCO CA	$67.88	Business	7009-000	TRAVEL		
2023	04/12/2022	BT*DD *DOORDASH THEB SAN FRANCISCO CA	$64.14	Business	7009-000	TRAVEL		
2026	04/12/2022	JAM & TOAST 65000001 IRVING TX	$14.85	Business	7012-000	MEALS & ENTERTAINMENT		
2027	04/12/2022	LYFT *RIDE TUE 4PM SAN FRANCISCO CA	$68.85	Business	7009-000	TRAVEL		
2029	04/12/2022	PAYPAL *UBER EATS 8665761039 CA	$7.31	Business	7009-000	TRAVEL		
2030	04/12/2022	PAYPAL *UBER EATS 8665761039 CA	$41.10	Business	7009-000	TRAVEL		
2031	04/12/2022	R+D DALLAS214.890.79 DALLAS TX	$118.51	Business	7012-000	MEALS & ENTERTAINMENT		
2033	04/12/2022	UBER TRIP SAN FRANCISCO CA	$54.59	Business	7009-000	TRAVEL		
2034	04/12/2022	UBER TRIP SAN FRANCISCO CA	$71.11	Business	7009-000	TRAVEL		
2041	04/13/2022	DENANYWHERE.COM LOS ANGELES CA	$35.00	Business	7009-000	TRAVEL		
2043	04/13/2022	FUBOTV INC NEW YORK NY	$64.99	Business	7530-000	DATA PROCESSING		
2046	04/13/2022	HOTEL CRESCENT COURT DALLAS TX	$32.48	Business	7009-000	TRAVEL		
2047	04/13/2022	HOTEL CRESCENT COURT DALLAS TX	$568.60	Business	7009-000	TRAVEL		
2048	04/13/2022	LYFT *RIDE WED 11A SAN FRANCISCO CA	$50.34	Business	7009-000	TRAVEL		
2049	04/13/2022	LYFT *RIDE WED 11P SAN FRANCISCO CA	$12.45	Business	7009-000	TRAVEL		
2050	04/13/2022	LYFT *RIDE WED 11P SAN FRANCISCO CA	$78.55	Business	7009-000	TRAVEL		
2051	04/13/2022	LYFT *RIDE WED 6AM SAN FRANCISCO CA	$6.22	Business	7009-000	TRAVEL		
2052	04/13/2022	LYFT *RIDE WED 6AM SAN FRANCISCO CA	$28.78	Business	7009-000	TRAVEL		
2054	04/13/2022	PRIVATE CAR SERVICES Bal Harbour FL	$214.00	Business	7009-000	TRAVEL		
2056	04/13/2022	SPOTIFY USA NEW YORK NY	$17.31	Business	7530-000	DATA PROCESSING		
2061	04/14/2022	PAYPAL *MANDARINSTA 4029357733 FL	$300.00	Business	7570-000	OFFICE SUPPLIES		
2062	04/14/2022	PAYPAL *OSCARFTORRES 4029357733 TX	$1,543.80	Business	7570-000	OFFICE SUPPLIES		
2064	04/14/2022	PURA VIDA BAY HARBOR BAY HARBOR IS FL	$74.35	Business	7009-000	TRAVEL		
2065	04/14/2022	SP LAFAZA FOODS BERKELEY CA	$82.92	Business	7009-000	TRAVEL		
2067	04/14/2022	TST* MAJOR FOOD GROU MIAMI BEACH FL	$353.16	Business	7009-000	TRAVEL		
2074	04/15/2022	BT*DD *DOORDASH CHIC SAN FRANCISCO CA	$20.90	Business	7009-000	TRAVEL		

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Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
2076	04/15/2022	CUBESMART 492 436845 DALLAS TX	$635.00	Business	7012-001	RELOCATION-DC		
2078	04/15/2022	FOUR SEASONS CLUB AC IRVING TX	$2,013.49	Business	7012-000	MEALS & ENTERTAINMENT		
2079	04/15/2022	FOUR SEASONS POOL BC SURFSIDE FL	$238.65	Business	7009-000	TRAVEL		
2081	04/15/2022	LYFT *RIDE FRI 7PM SAN FRANCISCO CA	$13.50	Business	7009-000	TRAVEL		
2082	04/15/2022	LYFT *RIDE FRI 9PM SAN FRANCISCO CA	$11.95	Business	7009-000	TRAVEL		
2089	04/15/2022	UBER TRIP SAN FRANCISCO CA	$16.39	Business	7009-000	TRAVEL		
2090	04/15/2022	UBER TRIP SAN FRANCISCO CA	$26.16	Business	7009-000	TRAVEL		
2091	04/16/2022	ALTA TRASPORTATION 4 NAPA CA	$345.00	Business	7009-000	TRAVEL		
2092	04/16/2022	ALTA TRASPORTATION 4 NAPA CA	$440.00	Business	7009-000	TRAVEL		
2098	04/16/2022	GITANO AT CASA FAENA MIAMI BEACH FL	$220.58	Business	7009-000	TRAVEL		
2100	04/16/2022	LYFT *RIDE SAT 6PM SAN FRANCISCO CA	$37.35	Business	7009-000	TRAVEL		
2101	04/16/2022	LYFT *RIDE SAT 9PM SAN FRANCISCO CA	$48.94	Business	7009-000	TRAVEL		
2104	04/16/2022	PARKRECEIPTS.COM -V Plano TX	$10.00	Business	7009-000	TRAVEL		
2105	04/16/2022	PAYPAL *ITATIPERDOMO 4029357733 FL	$463.35	Business	7570-000	OFFICE SUPPLIES		
2112	04/17/2022	AMERICAN AIRLINES 800-433-7300 TX	$22.07	Business	7009-000	TRAVEL		
2113	04/17/2022	AMERICAN AIRLINES 800-433-7300 TX	$967.57	Business	7009-000	TRAVEL		
2114	04/17/2022	AMERICAN AIRLINES 800-433-7300 TX	$967.57	Business	7009-000	TRAVEL		
2117	04/17/2022	CUBESMART 492 436845 DALLAS TX	$167.00	Business	7012-001	RELOCATION-DC		
2119	04/17/2022	FOUR SEASONS LIDO RE SURFSIDE FL	$539.22	Business	7009-000	TRAVEL		
2120	04/17/2022	LYFT *RIDE SUN 12P SAN FRANCISCO CA	$13.75	Business	7009-000	TRAVEL		
2121	04/17/2022	LYFT *RIDE SUN 2PM SAN FRANCISCO CA	$11.95	Business	7009-000	TRAVEL		
2125	04/17/2022	PAYPAL *NUTRAFOL 8884543320 NY	$79.00	Business	7530-000	DATA PROCESSING		
2126	04/17/2022	PURA VIDA BAY HARBOR BAY HARBOR IS FL	$66.86	Business	7009-000	TRAVEL		
2128	04/17/2022	TST* OKAMI 300576234 MIAMI FL	$133.19	Business	7009-000	TRAVEL		
2129	04/17/2022	UBER TRIP SAN FRANCISCO CA	$5.58	Business	7009-000	TRAVEL		
2130	04/17/2022	UBER TRIP SAN FRANCISCO CA	$61.30	Business	7009-000	TRAVEL		
2134	04/18/2022	American Airlines FT WORTH TX	$28.90	Business	7009-000	TRAVEL		
2135	04/18/2022	American Airlines FT WORTH TX	$766.20	Business	7009-000	TRAVEL		
2137	04/18/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7570-000	OFFICE SUPPLIES		
2143	04/18/2022	HOTELSCOM91721794306 HOTELS.COM WA	$267.98	Business	7009-000	TRAVEL		
2144	04/18/2022	KINDLE UNLTD*1A2CY37 866-321-8851 WA	$10.81	Business	7530-000	DATA PROCESSING		
2146	04/18/2022	PAYPAL *PYAIMPORTER 4029357733	$122.80	Business	7570-000	OFFICE SUPPLIES		
2149	04/18/2022	PELOTON* MEMBERSHIP NEW YORK CITY NY	$39.00	Business	7009-000	TRAVEL		
2151	04/18/2022	UBER TRIP SAN FRANCISCO CA	$117.56	Business	7009-000	TRAVEL		
2152	04/18/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$15.00	Business	7530-000	DATA PROCESSING		
2153	04/19/2022	ALTA TRASPORTATION 4 NAPA CA	$345.00	Business	7009-000	TRAVEL		
2154	04/19/2022	APPLE.COM/BILL CUPERTINO CA	$14.06	Business	7570-000	OFFICE SUPPLIES		
2155	04/19/2022	CLASSPASS* MONTHLY NEW YORK CITY NY	$59.00	Business	7009-000	TRAVEL		
2156	04/19/2022	DEL DOTTO VINEYARDS NAPA CA	$258.60	Business	7009-000	TRAVEL		
2158	04/19/2022	FAVOR AUSTIN TX	$41.66	Business	7009-000	TRAVEL		
2159	04/19/2022	GOOGLE *YOUTUBE TV G.CO/HELPPAY# CA	$70.35	Business	7530-000	DATA PROCESSING		
2160	04/19/2022	GRAND BEACH HOTEL BA SURFSIDE FL	$62.49	Business	7009-000	TRAVEL		
2164	04/19/2022	OPUS ONE WINERY OAKVILLE CA	$215.50	Business	7009-000	TRAVEL		
2166	04/19/2022	PAYPAL *TYLER.R.WILL 4029357733 CA	$1,852.50	Business	7012-001	RELOCATION-DC		
2167	04/19/2022	PURA VIDA BAY HARBOR BAY HARBOR IS FL	$67.51	Business	7009-000	TRAVEL		
2168	04/19/2022	SPECTRUM 855-707-7328 MO	$313.82	Business	7530-000	DATA PROCESSING		
2170	04/19/2022	TOCK AT*NICKEL NICKE CHICAGO IL	$170.00	Business	7009-000	TRAVEL		
2171	04/19/2022	UBER TRIP SAN FRANCISCO CA	$5.00	Business	7009-000	TRAVEL		
2172	04/19/2022	UBER TRIP SAN FRANCISCO CA	$21.13	Business	7009-000	TRAVEL		
2174	04/20/2022	ALTA TRASPORTATION 4 NAPA CA	$345.00	Business	7009-000	TRAVEL		
2177	04/20/2022	APPLE.COM/BILL CUPERTINO CA	$7.57	Business	7570-000	OFFICE SUPPLIES		
2178	04/20/2022	CHEVRON 0047674/CHEV MIAMI BEACH FL	$131.26	Business	7005-000	FUEL		
2182	04/20/2022	JETBLUE NORWALK CT	$132.80	Business	7009-000	TRAVEL		
2183	04/20/2022	LOS FUEGOS MIAMI FL	$245.90	Business	7009-000	TRAVEL		
2184	04/20/2022	LYFT *RIDE WED 11A SAN FRANCISCO CA	$11.95	Business	7009-000	TRAVEL		
2185	04/20/2022	LYFT *RIDE WED 1PM SAN FRANCISCO CA	$11.95	Business	7009-000	TRAVEL		
2187	04/20/2022	OPUS ONE WINERY OAKVILLE CA	$393.29	Business	7009-000	TRAVEL		
2189	04/20/2022	RALPH LAUREN CORP. NUTLEY NJ	$738.30	Business	7012-000	MEALS & ENTERTAINMENT		
2191	04/20/2022	STARBUCKS 800-782-72 SEATTLE WA	$7.54	Business	7009-000	TRAVEL		
2193	04/20/2022	UBER TRIP SAN FRANCISCO CA	$5.00	Business	7009-000	TRAVEL		
2194	04/20/2022	UBER TRIP SAN FRANCISCO CA	$5.00	Business	7009-000	TRAVEL		
2195	04/20/2022	UBER TRIP SAN FRANCISCO CA	$6.41	Business	7009-000	TRAVEL		
2196	04/20/2022	UBER TRIP SAN FRANCISCO CA	$18.87	Business	7009-000	TRAVEL		
2197	04/20/2022	UBER TRIP SAN FRANCISCO CA	$19.15	Business	7009-000	TRAVEL		
2198	04/20/2022	UBER TRIP SAN FRANCISCO CA	$54.40	Business	7009-000	TRAVEL		
2199	04/20/2022	UBER TRIP SAN FRANCISCO CA	$60.36	Business	7009-000	TRAVEL		
2201	04/21/2022	AMERICAN AIRLINES 800-433-7300 TX	$59.99	Business	7009-000	TRAVEL		
2202	04/21/2022	AMERICAN AIRLINES 800-433-7300 TX	$110.00	Business	7009-000	TRAVEL		
2203	04/21/2022	AMERICAN AIRLINES 800-433-7300 TX	$838.60	Business	7009-000	TRAVEL		
2204	04/21/2022	American Airlines FT WORTH TX	$1,848.20	Business	7009-000	TRAVEL		
2207	04/21/2022	APPLE.COM/BILL CUPERTINO CA	$35.68	Business	7570-000	OFFICE SUPPLIES		
2209	04/21/2022	FSP*KENZO ESTATE 000 NAPA CA	$449.40	Business	7009-000	TRAVEL		
2211	04/21/2022	HOTELSCOM91722980847 HOTELS.COM WA	$549.56	Business	7009-000	TRAVEL		
2213	04/21/2022	LYFT *RIDE THU 11A SAN FRANCISCO CA	$68.08	Business	7009-000	TRAVEL		
2214	04/21/2022	LYFT *RIDE THU 1PM SAN FRANCISCO CA	$11.95	Business	7009-000	TRAVEL		
2215	04/21/2022	LYFT *RIDE THU 2PM SAN FRANCISCO CA	$13.75	Business	7009-000	TRAVEL		
2220	04/21/2022	PRIME VIDEO*1O27K2NN 888-802-3080 WA	$9.73	Business	7530-000	DATA PROCESSING		
2221	04/21/2022	SOTHEBYS INC NEW YORK CITY NY	$959.07	Business	7012-000	MEALS & ENTERTAINMENT		
2222	04/21/2022	SPOTIFY NEW YORK NY	$10.81	Business	7530-000	DATA PROCESSING		
2223	04/21/2022	STARBUCKS 800-782-72 SEATTLE WA	$7.54	Business	7009-000	TRAVEL		
2225	04/21/2022	UBER TRIP SAN FRANCISCO CA	$5.00	Business	7009-000	TRAVEL		
2226	04/21/2022	UBER TRIP SAN FRANCISCO CA	$9.30	Business	7009-000	TRAVEL		
2227	04/21/2022	UBER TRIP SAN FRANCISCO CA	$38.00	Business	7009-000	TRAVEL		
2228	04/21/2022	UBER TRIP SAN FRANCISCO CA	$99.11	Business	7009-000	TRAVEL		
2231	04/22/2022	American Airlines FT WORTH TX	$945.87	Business	7009-000	TRAVEL		
2232	04/22/2022	CITRA URGENT CARE DALLAS TX	$279.00	Business	7009-000	TRAVEL		
2233	04/22/2022	FAVOR AUSTIN TX	$90.67	Business	7009-000	TRAVEL		
2234	04/22/2022	LYFT *RIDE FRI 3PM SAN FRANCISCO CA	$11.95	Business	7009-000	TRAVEL		
2235	04/22/2022	MAKOTO BAL HARBOUR FL	$110.47	Business	7009-000	TRAVEL		
2236	04/22/2022	PAYPAL *ITATIPERDOMO 4029357733 FL	$463.35	Business	7570-000	OFFICE SUPPLIES		
2240	04/22/2022	PAYPAL *UBER 8665761039 CA	$18.51	Business	7009-000	TRAVEL		
2241	04/22/2022	PAYPAL *UBER 8665761039 CA	$42.05	Business	7009-000	TRAVEL		
2242	04/22/2022	PAYPAL *UBER 8665761039 CA	$43.16	Business	7009-000	TRAVEL		
2243	04/22/2022	PF CHANGS #2000 OLO N MIAMI BEACH FL	$58.24	Business	7009-000	TRAVEL		
2244	04/22/2022	STARBUCKS 800-782-72 SEATTLE WA	$7.54	Business	7009-000	TRAVEL		
2245	04/22/2022	THE MODEL BAKERY Yountville CA	$47.14	Business	7009-000	TRAVEL		
2247	04/22/2022	UBER TRIP SAN FRANCISCO CA	$4.05	Business	7009-000	TRAVEL		

Credit Card

Privileged and Confidential
AMEX Transaction Listing

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Filtered Total $ 1,180,681.29
Total $ 1,180,681.29

Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
2248	04/22/2022	UBER TRIP SAN FRANCISCO CA	$5.00	Business	7009-000	TRAVEL		
2249	04/22/2022	UBER TRIP SAN FRANCISCO CA	$20.28	Business	7009-000	TRAVEL		
2250	04/22/2022	UBER TRIP SAN FRANCISCO CA	$28.32	Business	7009-000	TRAVEL		
2251	04/22/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$29.00	Business	7530-000	DATA PROCESSING		
2252	04/22/2022	WESTWAY SITE SERVICE DALLAS TX	$131.12	Business	7570-000	OFFICE SUPPLIES		
2259	04/23/2022	APPLE.COM/BILL CUPERTINO CA	$7.57	Business	7570-000	OFFICE SUPPLIES		
2260	04/23/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7570-000	OFFICE SUPPLIES		
2262	04/23/2022	EQUINOX MOTO #451 45 DALLAS TX	$197.02	Business	7012-000	MEALS & ENTERTAINMENT		
2263	04/23/2022	EQUINOX MOTO #451 45 DALLAS TX	$303.10	Business	7012-000	MEALS & ENTERTAINMENT		
2264	04/23/2022	FOUR SEASONS CHAMPGN SURFSIDE FL	$15.08	Business	7009-000	TRAVEL		
2265	04/23/2022	FOUR SEASONS POOL BC SURFSIDE FL	$253.46	Business	7009-000	TRAVEL		
2267	04/23/2022	LYFT *CANCEL FEE SAN FRANCISCO CA	$10.00	Business	7009-000	TRAVEL		
2270	04/23/2022	PARKONE REEF VALET P MIAMI FL	$25.00	Business	7009-000	TRAVEL		
2273	04/23/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
2274	04/23/2022	PAYPAL *UBER 8665761039 CA	$19.49	Business	7009-000	TRAVEL		
2275	04/23/2022	PAYPAL *UBER 8665761039 CA	$22.47	Business	7009-000	TRAVEL		
2276	04/23/2022	THE ESTATE YOUNTVILL YOUNTVILLE CA	$220.56	Business	7009-000	TRAVEL		
2278	04/23/2022	TST* JRK 00045155 AVENTURA FL	$32.31	Business	7009-000	TRAVEL		
2279	04/23/2022	UBER TRIP SAN FRANCISCO CA	$5.66	Business	7009-000	TRAVEL		
2280	04/23/2022	UBER TRIP SAN FRANCISCO CA	$186.01	Business	7009-000	TRAVEL		
2281	04/23/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$416.91	Business	7012-001	RELOCATION-DC		
2282	04/23/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
2283	04/24/2022	AIR ESSENTIALS 102 M MIAMI FL	$6.61	Business	7009-000	TRAVEL		
2288	04/24/2022	American Airlines FT WORTH TX	$631.60	Business	7009-000	TRAVEL		
2289	04/24/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7570-000	OFFICE SUPPLIES		
2292	04/24/2022	CRATE & BARREL/CB2 9 NAPERVILLE IL	$313.87	Business	7012-000	MEALS & ENTERTAINMENT		
2293	04/24/2022	EXHALE BAL HARBOUR 305-4555411 FL	$16.05	Business	7012-000	MEALS & ENTERTAINMENT		
2294	04/24/2022	LYFT *RIDE SUN 11A SAN FRANCISCO CA	$70.80	Business	7009-000	TRAVEL		
2295	04/24/2022	LYFT *RIDE SUN 11P SAN FRANCISCO CA	$159.40	Business	7009-000	TRAVEL		
2299	04/24/2022	PAYPAL *PYAIMPORTER 4029357733	$223.38	Business	7570-000	OFFICE SUPPLIES		
2301	04/24/2022	ROSETTA BAKERY AT AV AVENTURA FL	$32.32	Business	7009-000	TRAVEL		
2303	04/24/2022	SPECTRUM 855-707-7328 MO	$163.88	Business	7530-000	DATA PROCESSING		
2305	04/24/2022	UBER TRIP SAN FRANCISCO CA	$4.63	Business	7009-000	TRAVEL		
2306	04/24/2022	UBER TRIP SAN FRANCISCO CA	$19.76	Business	7009-000	TRAVEL		
2307	04/24/2022	UBER TRIP SAN FRANCISCO CA	$23.16	Business	7009-000	TRAVEL		
2308	04/24/2022	UBER TRIP SAN FRANCISCO CA	$32.29	Business	7009-000	TRAVEL		
2309	04/24/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
2310	04/24/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
2311	04/25/2022	ALTA TRASPORTATION 4 NAPA CA	$55.00	Business	7009-000	TRAVEL		
2316	04/25/2022	EDDIE V'S 0178508 00 DALLAS TX	$107.78	Business	7012-000	MEALS & ENTERTAINMENT		
2317	04/25/2022	EDDIE V'S 0178508 00 DALLAS TX	$472.95	Business	7012-000	MEALS & ENTERTAINMENT		
2319	04/25/2022	HONOR BAR 214.780.09 DALLAS TX	$54.47	Business	7012-000	MEALS & ENTERTAINMENT		
2320	04/25/2022	HONOR BAR 214.780.09 DALLAS TX	$86.45	Business	7012-000	MEALS & ENTERTAINMENT		
2321	04/25/2022	HONOR BAR 214.780.09 DALLAS TX	$255.26	Business	7012-000	MEALS & ENTERTAINMENT		
2322	04/25/2022	HOTEL CRESCENT COURT DALLAS TX	$109.19	Business	7009-000	TRAVEL		
2323	04/25/2022	HOTELSCOM91674424291 HOTELS.COM WA	$575.17	Business	7009-000	TRAVEL		
2324	04/25/2022	LYFT *RIDE MON 4PM SAN FRANCISCO CA	$50.81	Business	7009-000	TRAVEL		
2327	04/25/2022	TST* ASCENSION COFFE DALLAS TX	$16.03	Business	7012-000	MEALS & ENTERTAINMENT		
2329	04/25/2022	TST* THE GEM - LUTHE DALLAS TX	$11.37	Business	7009-000	TRAVEL		
2330	04/25/2022	U.S. RETAILERS 855-600-3859 TX	$76.41	Business	7012-000	MEALS & ENTERTAINMENT		
2333	04/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		
2334	04/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		
2337	04/26/2022	CUBESMART 492 436845 DALLAS TX	$686.00	Business	7012-001	RELOCATION-DC		
2338	04/26/2022	HLU*HULU 17107704532 HULU.COM/BILL CA	$86.59	Business	7530-000	DATA PROCESSING		
2341	04/26/2022	LYFT *RIDE TUE 9AM SAN FRANCISCO CA	$111.43	Business	7009-000	TRAVEL		
2342	04/26/2022	PANASONIC - AA LAKE FOREST CA	$25.00	Business	7530-000	DATA PROCESSING		
2343	04/26/2022	PANASONIC - AA LAKE FOREST CA	$25.00	Business	7009-000	TRAVEL		
2346	04/26/2022	PRIVATE CAR SERVICES Bay Harbor Islands FL	$160.50	Business	7009-000	TRAVEL		
2348	04/26/2022	TST* THE GEM - LUTHE DALLAS TX	$13.47	Business	7009-000	TRAVEL		
2349	04/26/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$12.00	Business	7530-000	DATA PROCESSING		
2350	04/26/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$12.00	Business	7530-000	DATA PROCESSING		
2352	04/27/2022	CUBESMART 492 436845 DALLAS TX	$1,102.00	Business	7012-001	RELOCATION-DC		
2353	04/27/2022	CVS/PHARMACY #10351 DALLAS TX	$137.55	Business	7009-000	TRAVEL		
2354	04/27/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$171.16	Business	7009-000	TRAVEL		
2355	04/27/2022	DWELL+ SUBSCRIPTION SAN FRANCISCO CA	$39.99	Business	7570-000	OFFICE SUPPLIES		
2360	04/27/2022	LALALAND 5600 LOVERS Dallas TX	$2.81	Business	7012-000	MEALS & ENTERTAINMENT		
2361	04/27/2022	PREMIER TRANSPORTATI DALLAS CA	$114.77	Business	7009-000	TRAVEL		
2363	04/27/2022	WWW.WATERCHASEGC.COM IRVING TX	$62.53	Business	7012-000	MEALS & ENTERTAINMENT		
2368	04/28/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7570-000	OFFICE SUPPLIES		
2369	04/28/2022	APPLE.COM/BILL CUPERTINO CA	$36.78	Business	7570-000	OFFICE SUPPLIES		
2372	04/28/2022	HLU*HULU 20797497304 HULU.COM/BILL CA	$7.57	Business	7530-000	DATA PROCESSING		
2379	04/29/2022	AMERICAN AIRLINES 800-433-7300 TX	$1,091.20	Business	7009-000	TRAVEL		
2380	04/29/2022	HOTELSCOM91725749514 HOTELS.COM WA	$3,309.10	Business	7009-000	TRAVEL		
2382	04/29/2022	PAYPAL *ITATIPERDOMO 4029357733 FL	$463.35	Business	7570-000	OFFICE SUPPLIES		
2385	04/30/2022	UBER TRIP SAN FRANCISCO CA	$18.66	Business	7009-000	TRAVEL		
2386	04/30/2022	UBER TRIP SAN FRANCISCO CA	$23.33	Business	7009-000	TRAVEL		
2388	04/30/2022	AMERICAN AIRLINES 800-433-7300 TX	$455.60	Business	7009-000	TRAVEL		
2389	04/30/2022	American Airlines FT WORTH TX	$1,136.60	Business	7009-000	TRAVEL		
2390	04/30/2022	30315 DESTINATION DA ALLEN TX	$43.28	Business	7012-000	MEALS & ENTERTAINMENT		
2391	04/30/2022	EATALY DALLAS DALLAS TX	$74.71	Business	7012-000	MEALS & ENTERTAINMENT		
2392	04/30/2022	WHOLEFDS UTD #10505 DALLAS TX	$11.90	Business	7012-000	MEALS & ENTERTAINMENT		
2393	04/30/2022	WHOLEFDS UTD #10505 DALLAS TX	$50.56	Business	7012-000	MEALS & ENTERTAINMENT		
2395	04/30/2022	PRIME VIDEO*1Q5E1309 888-802-3080 WA	$11.90	Business	7530-000	DATA PROCESSING		
2397	05/01/2022	SOULCYCLE INC. NEW YORK NY	$124.00	Business	7009-000	TRAVEL		
2398	05/01/2022	UBER TRIP SAN FRANCISCO CA	$4.53	Business	7009-000	TRAVEL		
2399	05/01/2022	UBER TRIP SAN FRANCISCO CA	$5.00	Business	7009-000	TRAVEL		
2400	05/01/2022	UBER TRIP SAN FRANCISCO CA	$22.69	Business	7009-000	TRAVEL		
2401	05/01/2022	UBER TRIP SAN FRANCISCO CA	$24.65	Business	7009-000	TRAVEL		
2402	05/01/2022	HOTELSCOM91726328565 HOTELS.COM WA	$576.30	Business	7009-000	TRAVEL		
2403	05/01/2022	MANSIONONTURTLECREEK DALLAS TX	$358.01	Business	7012-000	MEALS & ENTERTAINMENT		
2404	05/01/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$605.74	Business	7012-001	RELOCATION-DC		
2405	05/01/2022	CUBESMART 492 436845 DALLAS TX	$513.95	Business	7012-001	RELOCATION-DC		
2406	05/01/2022	BT*AUDIOBOOKS.COM PRINCE FREDERCK MD	$16.18	Business	7530-000	DATA PROCESSING		
2410	05/02/2022	Starbucks DLL Cust M Miami FL	$11.43	Business	7009-000	TRAVEL		
2412	05/02/2022	VERIFLY BY DAON FAIRFAX VA	$14.99	Business	7009-000	TRAVEL		
2413	05/02/2022	American Airlines FT WORTH TX	$296.60	Business	7009-000	TRAVEL		
2414	05/02/2022	American Airlines FT WORTH TX	$661.60	Business	7009-000	TRAVEL		

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Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
2416	05/02/2022	Extra Space 1060 NORTH MIAMI FL	$296.29	Business	7012-001	RELOCATION-DC		
2418	05/02/2022	APPLE.COM/BILL CUPERTINO CA	$9.99	Business	7530-000	DATA PROCESSING		
2419	05/02/2022	PAYPAL *VIASAT INC 7604762542 CA	$12.00	Business	7530-000	DATA PROCESSING		
2420	05/02/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$12.00	Business	7530-000	DATA PROCESSING		
2421	05/02/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$12.00	Business	7530-000	DATA PROCESSING		
2427	05/03/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
2428	05/03/2022	PAYPAL *UBER 8665761039 CA	$42.58	Business	7009-000	TRAVEL		
2429	05/03/2022	PAYPAL *UBER 8665761039 CA	$44.83	Business	7009-000	TRAVEL		
2431	05/03/2022	American Airlines FT WORTH TX	$457.20	Business	7009-000	TRAVEL		
2432	05/03/2022	FAVOR AUSTIN TX	$22.99	Business	7009-000	TRAVEL		
2433	05/03/2022	LYFT *RIDE TUE 4PM SAN FRANCISCO CA	$20.83	Business	7009-000	TRAVEL		
2434	05/03/2022	THE BLUE FISH - IRVI IRVING TX	$55.44	Business	7012-000	MEALS & ENTERTAINMENT		
2437	05/03/2022	Extra Space 1060 NORTH MIAMI FL	$266.47	Business	7012-001	RELOCATION-DC		
2439	05/03/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
2440	05/03/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
2446	05/04/2022	American Airlines FT WORTH TX	$1,971.61	Business	7009-000	TRAVEL		
2447	05/04/2022	BT*DD *DOORDASH PEIW SAN FRANCISCO CA	$34.35	Business	7009-000	TRAVEL		
2448	05/04/2022	CVS/PHARMACY #10758 DALLAS TX	$16.25	Business	7009-000	TRAVEL		
2449	05/04/2022	DFW 1259C Univision DFW Inter Airport TX	$20.55	Business	7009-000	TRAVEL		
2452	05/04/2022	LYFT *RIDE WED 3PM SAN FRANCISCO CA	$91.55	Business	7009-000	TRAVEL		
2453	05/04/2022	DALRZ PMS 1616122700 Dallas TX	$1,232.04	Business	7012-000	MEALS & ENTERTAINMENT		
2454	05/04/2022	JAM & TOAST 65000001 IRVING TX	$37.10	Business	7012-000	MEALS & ENTERTAINMENT		
2455	05/04/2022	LALALAND 3330 OAK LA DALLAS TX	$16.35	Business	7012-000	MEALS & ENTERTAINMENT		
2456	05/04/2022	MONARCH RESTAURANT 0 DALLAS TX	$72.62	Business	7012-000	MEALS & ENTERTAINMENT		
2457	05/04/2022	MONARCH RESTAURANT 0 DALLAS TX	$445.30	Business	7012-000	MEALS & ENTERTAINMENT		
2458	05/04/2022	APPLE.COM/BILL CUPERTINO CA	$75.76	Business	7530-000	DATA PROCESSING		
2459	05/04/2022	HTTP://WWW.GOGOAIR.C 877-350-0038 IL	$59.95	Business	7530-000	DATA PROCESSING		
2468	05/05/2022	PRIVATE CAR SERVICES Bal Harbour FL	$192.60	Business	7009-000	TRAVEL		
2469	05/05/2022	STARBUCKS 800-782-72 SEATTLE WA	$3.69	Business	7009-000	TRAVEL		
2472	05/05/2022	UBER TRIP SAN FRANCISCO CA	$5.00	Business	7009-000	TRAVEL		
2473	05/05/2022	UBER TRIP SAN FRANCISCO CA	$94.75	Business	7009-000	TRAVEL		
2474	05/05/2022	CVS/PHARMACY #00567 MIAMI FL	$59.00	Business	7009-000	TRAVEL		
2475	05/05/2022	FOUR SEASONS POOL BC SURFSIDE FL	$262.00	Business	7009-000	TRAVEL		
2476	05/05/2022	HOTELSCOM91677838091 HOTELS.COM WA	$958.58	Business	7009-000	TRAVEL		
2477	05/05/2022	LYFT *RIDE THU 12P SAN FRANCISCO CA	$20.72	Business	7009-000	TRAVEL		
2478	05/05/2022	LYFT *RIDE THU 12P SAN FRANCISCO CA	$41.00	Business	7009-000	TRAVEL		
2479	05/05/2022	LYFT *RIDE THU 1PM SAN FRANCISCO CA	$20.00	Business	7009-000	TRAVEL		
2480	05/05/2022	LYFT *RIDE THU 1PM SAN FRANCISCO CA	$43.34	Business	7009-000	TRAVEL		
2481	05/05/2022	LYFT *RIDE THU 4PM SAN FRANCISCO CA	$13.76	Business	7009-000	TRAVEL		
2482	05/05/2022	LYFT *RIDE THU 4PM SAN FRANCISCO CA	$22.37	Business	7009-000	TRAVEL		
2483	05/05/2022	LYFT *RIDE THU 7PM SAN FRANCISCO CA	$12.54	Business	7009-000	TRAVEL		
2484	05/05/2022	LYFT *RIDE THU 9PM SAN FRANCISCO CA	$11.95	Business	7009-000	TRAVEL		
2485	05/05/2022	HOTEL CRESCENT COURT DALLAS TX	$163.25	Business	7012-000	MEALS & ENTERTAINMENT		
2486	05/05/2022	PARK HOUSE - ECOM 00 DALLAS TX	$438.88	Business	7012-000	MEALS & ENTERTAINMENT		
2488	05/05/2022	APPLE.COM/BILL CUPERTINO CA	$17.13	Business	7530-000	DATA PROCESSING		
2489	05/05/2022	APPLE.COM/BILL CUPERTINO CA	$32.46	Business	7530-000	DATA PROCESSING		
2490	05/05/2022	PANASONIC - AA LAKE FOREST CA	$25.00	Business	7530-000	DATA PROCESSING		
2491	05/05/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
2500	05/06/2022	PREMIER TRANSPORTATI DALLAS CA	$114.77	Business	7009-000	TRAVEL		
2501	05/06/2022	SP IDIOPAN WEST MELBOURNE FL	$547.40	Business	7009-000	TRAVEL		
2504	05/06/2022	UBER TRIP SAN FRANCISCO CA	$18.29	Business	7009-000	TRAVEL		
2505	05/06/2022	UBER TRIP SAN FRANCISCO CA	$18.95	Business	7009-000	TRAVEL		
2506	05/06/2022	UBER TRIP SAN FRANCISCO CA	$51.97	Business	7009-000	TRAVEL		
2507	05/06/2022	FOUR SEASONS POOL BC SURFSIDE FL	$239.47	Business	7009-000	TRAVEL		
2509	05/06/2022	IN *EAGLE ROCK FULFI NAPA CA	$39.12	Business	7009-000	TRAVEL		
2512	05/06/2022	LYFT *RIDE FRI 1PM SAN FRANCISCO CA	$15.00	Business	7009-000	TRAVEL		
2513	05/06/2022	LYFT *RIDE FRI 1PM SAN FRANCISCO CA	$49.27	Business	7009-000	TRAVEL		
2514	05/06/2022	LYFT *RIDE FRI 2PM SAN FRANCISCO CA	$11.95	Business	7009-000	TRAVEL		
2515	05/06/2022	LYFT *RIDE FRI 6PM SAN FRANCISCO CA	$12.60	Business	7009-000	TRAVEL		
2516	05/06/2022	LYFT *RIDE FRI 8PM SAN FRANCISCO CA	$11.95	Business	7009-000	TRAVEL		
2517	05/06/2022	TST* THE GEM - LUTHE DALLAS TX	$14.11	Business	7012-000	MEALS & ENTERTAINMENT		
2519	05/06/2022	NAPSTER I RHAPSODY 206-707-8100 WA	$10.81	Business	7530-000	DATA PROCESSING		
2526	05/06/2022	PAYPAL *NETFLIX.COM 8667160414 CA	$21.64	Business	7570-000	OFFICE SUPPLIES		
2529	05/06/2022	SP SIMPLEHUMAN, LLC TORRANCE CA	$200.00	Business	7570-000	OFFICE SUPPLIES		
2531	05/07/2022	BT*DD *DOORDASH LEZO SAN FRANCISCO CA	$84.89	Business	7009-000	TRAVEL		
2532	05/07/2022	HOTELSCOM91678507661 HOTELS.COM WA	$835.64	Business	7009-000	TRAVEL		
2533	05/07/2022	LYFT *CANCEL FEE SAN FRANCISCO CA	$10.55	Business	7009-000	TRAVEL		
2534	05/07/2022	LYFT *RIDE SAT 10A SAN FRANCISCO CA	$39.60	Business	7009-000	TRAVEL		
2535	05/07/2022	LYFT *RIDE SAT 10A SAN FRANCISCO CA	$47.10	Business	7009-000	TRAVEL		
2536	05/07/2022	LYFT *RIDE SAT 10P SAN FRANCISCO CA	$62.01	Business	7009-000	TRAVEL		
2537	05/07/2022	LYFT *RIDE SAT 2PM SAN FRANCISCO CA	$26.80	Business	7009-000	TRAVEL		
2540	05/07/2022	VERACASTELL SERVICES Miami Beach FL	$1,580.00	Business	7012-001	RELOCATION-DC		
2546	05/07/2022	BEST BUY 002055 IRVING TX	$356.14	Business	7570-000	OFFICE SUPPLIES		
2549	05/08/2022	STARBUCKS 800-782-72 SEATTLE WA	$3.69	Business	7009-000	TRAVEL		
2550	05/08/2022	Starbucks A20 DFW 15 Dallas TX	$12.58	Business	7009-000	TRAVEL		
2553	05/08/2022	TST* PURA VIDA BAY H BAY HARBOR FL	$35.86	Business	7009-000	TRAVEL		
2554	05/08/2022	TST* PURA VIDA BAY H BAY HARBOR FL	$67.00	Business	7009-000	TRAVEL		
2555	05/08/2022	UBER TRIP SAN FRANCISCO CA	$60.48	Business	7009-000	TRAVEL		
2557	05/08/2022	GRAND BEACH HOTEL BA SURFSIDE FL	$56.50	Business	7009-000	TRAVEL		
2558	05/08/2022	GUM.CO/CC* TJE RESEA SAN FRANCISCO CA	$24.99	Business	7009-000	TRAVEL		
2560	05/08/2022	LYFT *RIDE SAT 10P SAN FRANCISCO CA	$0.03	Business	7009-000	TRAVEL		
2561	05/08/2022	LYFT *RIDE SAT 2PM SAN FRANCISCO CA	$105.78	Business	7009-000	TRAVEL		
2564	05/08/2022	PRIME VIDEO*1L1WJ9G3 888-802-3080 WA	$6.48	Business	7530-000	DATA PROCESSING		
2565	05/08/2022	SPECTRUM 855-707-7328 FL	$225.56	Business	7530-000	DATA PROCESSING		
2573	05/09/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
2574	05/09/2022	PAYPAL *UBER 8665761039 CA	$19.41	Business	7009-000	TRAVEL		
2575	05/09/2022	TST* MILA 00047009 MIAMI BEACH FL	$561.80	Business	7009-000	TRAVEL		
2577	05/09/2022	CVS/PHARMACY #06549 INDIANAPOLIS IN	$140.98	Business	7009-000	TRAVEL		
2579	05/09/2022	LYFT *RIDE MON 6PM SAN FRANCISCO CA	$38.93	Business	7009-000	TRAVEL		
2580	05/09/2022	LYFT *RIDE MON 8PM SAN FRANCISCO CA	$35.73	Business	7009-000	TRAVEL		
2582	05/09/2022	WHITE GLOVE STORAGE AUSTIN TX	$360.02	Business	7012-001	RELOCATION-DC		
2583	05/09/2022	WHITE GLOVE STORAGE AUSTIN TX	$2,287.94	Business	7012-001	RELOCATION-DC		
2586	05/09/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
2587	05/09/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
2591	05/10/2022	BP#1419500SPEEDUP 5 CENTERVILLE IN	$116.76	Business	7005-000	FUEL		
2593	05/10/2022	PAYPAL *UBER 8665761039 CA	$35.70	Business	7009-000	TRAVEL		
2594	05/10/2022	PAYPAL *UBER EATS 8665761039 CA	$8.91	Business	7009-000	TRAVEL		

Credit Card

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Filtered Total $ 1,180,681.29
Total $ 1,180,681.29

Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
2595	05/10/2022	PAYPAL *UBER EATS 8665761039 CA	$45.01	Business	7009-000	TRAVEL		
2596	05/10/2022	STARBUCKS 800-782-72 SEATTLE WA	$7.17	Business	7009-000	TRAVEL		
2597	05/10/2022	STARBUCKS STORE 1347 RICHMOND IN	$6.37	Business	7009-000	TRAVEL		
2598	05/10/2022	STARBUCKS STORE 1347 RICHMOND IN	$7.86	Business	7009-000	TRAVEL		
2600	05/10/2022	DOORDASH*KILROYS SAN FRANCISCO CA	$61.31	Business	7009-000	TRAVEL		
2601	05/10/2022	GRAND BEACH HOTEL BA SURFSIDE FL	$7.63	Business	7009-000	TRAVEL		
2602	05/10/2022	LYFT *RIDE TUE 10A SAN FRANCISCO CA	$59.33	Business	7009-000	TRAVEL		
2603	05/10/2022	LYFT *RIDE TUE 6AM SAN FRANCISCO CA	$11.95	Business	7009-000	TRAVEL		
2604	05/10/2022	TANGO ROOM DALLAS TX	$480.52	Business	7012-000	MEALS & ENTERTAINMENT		
2605	05/10/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$482.96	Business	7012-001	RELOCATION-DC		
2613	05/11/2022	SP MERI-MERI3 BURLINGAME CA	$292.75	Business	7009-000	TRAVEL		
2614	05/11/2022	STARBUCKS 800-782-72 SEATTLE WA	$3.52	Business	7009-000	TRAVEL		
2615	05/11/2022	STARBUCKS STORE 6307 IRVING TX	$10.18	Business	7009-000	TRAVEL		
2616	05/11/2022	TST* BUBS BURGERS - CARMEL IN	$40.54	Business	7009-000	TRAVEL		
2618	05/11/2022	LYFT *RIDE WED 2PM SAN FRANCISCO CA	$67.91	Business	7009-000	TRAVEL		
2620	05/11/2022	DOC BS FRESH KITCHEN DALLAS TX	$106.77	Business	7012-000	MEALS & ENTERTAINMENT		
2621	05/11/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$51.96	Business	7012-001	RELOCATION-DC		
2622	05/11/2022	APPLE.COM/BILL CUPERTINO CA	$35.68	Business	7530-000	DATA PROCESSING		
2632	05/12/2022	STARBUCKS 800-782-72 SEATTLE WA	$6.55	Business	7009-000	TRAVEL		
2633	05/12/2022	ZSK*RZ MONTEREY GRLL CARMEL IN	$227.48	Business	7009-000	TRAVEL		
2634	05/12/2022	DOORDASH*WENDYS SAN FRANCISCO CA	$26.49	Business	7009-000	TRAVEL		
2637	05/12/2022	R+D DALLAS214.890.79 DALLAS TX	$48.05	Business	7012-000	MEALS & ENTERTAINMENT		
2638	05/12/2022	TST* JOSE 300556236 DALLAS TX	$84.36	Business	7012-000	MEALS & ENTERTAINMENT		
2639	05/12/2022	POSEIDON MOVING LLC BROOKLINE MA	$870.00	Business	7012-001	RELOCATION-DC		
2640	05/12/2022	VERACASTELL SERVICES Miami Beach FL	$1,435.00	Business	7012-001	RELOCATION-DC		
2641	05/12/2022	WHITE GLOVE STORAGE AUSTIN TX	$8,083.46	Business	7012-001	RELOCATION-DC		
2642	05/12/2022	APPLE.COM/BILL CUPERTINO CA	$5.40	Business	7530-000	DATA PROCESSING		
2654	05/13/2022	PAYPAL *UBER EATS 8665761039 CA	$11.57	Business	7009-000	TRAVEL		
2655	05/13/2022	PAYPAL *UBER EATS 8665761039 CA	$64.73	Business	7009-000	TRAVEL		
2656	05/13/2022	PREMIER TRANSPORTATI DALLAS CA	$283.10	Business	7009-000	TRAVEL		
2658	05/13/2022	UBER TRIP SAN FRANCISCO CA	$12.09	Business	7009-000	TRAVEL		
2659	05/13/2022	UBER TRIP SAN FRANCISCO CA	$55.12	Business	7009-000	TRAVEL		
2660	05/13/2022	VIRGIN HOTELS DALLAS DALLAS TX	$90.94	Business	7009-000	TRAVEL		
2661	05/13/2022	WALGREENS #5919 0000 SOUTHLAKE TX	$42.19	Business	7009-000	TRAVEL		
2663	05/13/2022	AMERICAN AIRLINES 800-433-7300 TX	$836.19	Business	7009-000	TRAVEL		
2664	05/13/2022	BT DRAKES RESTA NEW YORK NY	$70.00	Business	7009-000	TRAVEL		
2666	05/13/2022	HOTELSCOM91680580165 HOTELS.COM WA	$698.22	Business	7009-000	TRAVEL		
2669	05/13/2022	DOC BS FRESH KITCHEN DALLAS TX	$77.95	Business	7012-000	MEALS & ENTERTAINMENT		
2670	05/13/2022	R+D DALLAS214.890.79 DALLAS TX	$67.29	Business	7012-000	MEALS & ENTERTAINMENT		
2671	05/13/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$125.25	Business	7012-001	RELOCATION-DC		
2672	05/13/2022	FUBOTV INC NEW YORK NY	$69.99	Business	7530-000	DATA PROCESSING		
2673	05/13/2022	SPOTIFY USA NEW YORK NY	$17.31	Business	7530-000	DATA PROCESSING		
2677	05/13/2022	DHA LABORATORY 847-222-9546 IL	$516.00	Business	7570-000	OFFICE SUPPLIES		
2683	05/14/2022	UBER TRIP SAN FRANCISCO CA	$8.40	Business	7009-000	TRAVEL		
2684	05/14/2022	UBER TRIP SAN FRANCISCO CA	$117.50	Business	7009-000	TRAVEL		
2685	05/14/2022	UBER TRIP SAN FRANCISCO CA	$146.06	Business	7009-000	TRAVEL		
2687	05/14/2022	AMERICAN AIRLINES 800-433-7300 TX	$86.40	Business	7009-000	TRAVEL		
2688	05/14/2022	AMERICAN AIRLINES 800-433-7300 TX	$849.20	Business	7009-000	TRAVEL		
2689	05/14/2022	BT*DD *DOORDASH DOCB SAN FRANCISCO CA	$90.19	Business	7009-000	TRAVEL		
2690	05/14/2022	BT*DD *DOORDASH KATH SAN FRANCISCO CA	$43.54	Business	7009-000	TRAVEL		
2691	05/14/2022	HOTELSCOM91680917539 HOTELS.COM WA	$2,192.49	Business	7009-000	TRAVEL		
2692	05/14/2022	DRIP COFFE* DRIP COF DALLAS TX	$4.65	Business	7012-000	MEALS & ENTERTAINMENT		
2693	05/14/2022	EATZI'S - OAK LAWN 0 DALLAS TX	$32.45	Business	7012-000	MEALS & ENTERTAINMENT		
2694	05/14/2022	NOBU DALLAS DALLAS TX	$169.27	Business	7012-000	MEALS & ENTERTAINMENT		
2695	05/14/2022	TANGO ROOM DALLAS TX	$630.02	Business	7012-000	MEALS & ENTERTAINMENT		
2696	05/14/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$265.39	Business	7012-001	RELOCATION-DC		
2697	05/14/2022	CUBESMART 492 436845 DALLAS TX	$511.88	Business	7012-001	RELOCATION-DC		
2698	05/14/2022	CUBESMART 492 436845 DALLAS TX	$710.88	Business	7012-001	RELOCATION-DC		
2699	05/14/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
2705	05/14/2022	CARNATION AUTO SPA 0 DALLAS TX	$13.00	Business	7570-000	OFFICE SUPPLIES		
2710	05/15/2022	PAYPAL *UBER EATS 8665761039 CA	$12.20	Business	7009-000	TRAVEL		
2711	05/15/2022	PAYPAL *UBER EATS 8665761039 CA	$68.27	Business	7009-000	TRAVEL		
2712	05/15/2022	STARBUCKS 800-782-72 SEATTLE WA	$7.31	Business	7009-000	TRAVEL		
2713	05/15/2022	UBER TRIP SAN FRANCISCO CA	$95.37	Business	7009-000	TRAVEL		
2714	05/15/2022	VIRGIN HOTELS DALLAS DALLAS TX	$15.16	Business	7009-000	TRAVEL		
2715	05/15/2022	WALGREENS #7592 0000 GRAND PRAIRIE TX	$331.94	Business	7009-000	TRAVEL		
2716	05/15/2022	BT*DD *DOORDASH ASCE SAN FRANCISCO CA	$43.23	Business	7009-000	TRAVEL		
2718	05/15/2022	DRIP COFFEE CO. 2 DALLAS TX	$37.72	Business	7012-000	MEALS & ENTERTAINMENT		
2719	05/15/2022	DYBOU LLC DBA LE BIL DALLAS TX	$205.21	Business	7012-000	MEALS & ENTERTAINMENT		
2720	05/15/2022	TST* ASCENSION COFFE DALLAS TX	$3.25	Business	7012-000	MEALS & ENTERTAINMENT		
2721	05/15/2022	CUBESMART 492 436845 DALLAS TX	$635.00	Business	7012-001	RELOCATION-DC		
2727	05/15/2022	NEWSLINK 121 DFW 000 DALLAS TX	$7.00	Business	7570-000	OFFICE SUPPLIES		
2732	05/16/2022	SP MONICAANDANDY.COM CHICAGO IL	$88.23	Business	7009-000	TRAVEL		
2733	05/16/2022	UBER TRIP SAN FRANCISCO CA	$5.00	Business	7009-000	TRAVEL		
2734	05/16/2022	UBER TRIP SAN FRANCISCO CA	$15.73	Business	7009-000	TRAVEL		
2735	05/16/2022	UBER TRIP SAN FRANCISCO CA	$26.10	Business	7009-000	TRAVEL		
2736	05/16/2022	UBER TRIP SAN FRANCISCO CA	$129.00	Business	7009-000	TRAVEL		
2737	05/16/2022	BARRYSBOOTCAMP LOS ANGELES CA	$7.72	Business	7009-000	TRAVEL		
2738	05/16/2022	BARRYSBOOTCAMP LOS ANGELES CA	$50.00	Business	7009-000	TRAVEL		
2739	05/16/2022	BLUEMERCURY #172011 CHICAGO IL	$52.92	Business	7009-000	TRAVEL		
2740	05/16/2022	HOTELSCOM91731643901 HOTELS.COM WA	$6,340.80	Business	7009-000	TRAVEL		
2741	05/16/2022	LE COLONIAL 0000 CHICAGO IL	$187.33	Business	7009-000	TRAVEL		
2742	05/16/2022	MOMOTARO 0093 CHICAGO IL	$350.06	Business	7009-000	TRAVEL		
2743	05/16/2022	HUDSON HOUSE LAS COL IRVING TX	$26.57	Business	7012-000	MEALS & ENTERTAINMENT		
2744	05/16/2022	APPLE.COM/BILL CUPERTINO CA	$7.57	Business	7530-000	DATA PROCESSING		
2746	05/16/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
2753	05/17/2022	SOULCYCLE INC. NEW YORK NY	$14.00	Business	7009-000	TRAVEL		
2754	05/17/2022	SOULCYCLE INC. NEW YORK NY	$115.00	Business	7009-000	TRAVEL		
2755	05/17/2022	STARBUCKS 800-782-72 SEATTLE WA	$7.31	Business	7009-000	TRAVEL		
2756	05/17/2022	UBER TRIP SAN FRANCISCO CA	$4.35	Business	7009-000	TRAVEL		
2757	05/17/2022	UBER TRIP SAN FRANCISCO CA	$27.04	Business	7009-000	TRAVEL		
2758	05/17/2022	WALGREENS #15921 000 CHICAGO IL	$45.98	Business	7009-000	TRAVEL		
2759	05/17/2022	7-ELEVEN 33856 00073 CHICAGO IL	$19.90	Business	7009-000	TRAVEL		
2760	05/17/2022	AMERICAN AIRLINES 800-433-7300 TX	$12.01	Business	7009-000	TRAVEL		
2761	05/17/2022	American Airlines FT WORTH TX	$24.76	Business	7009-000	TRAVEL		
2762	05/17/2022	American Airlines FT WORTH TX	$273.60	Business	7009-000	TRAVEL		
2763	05/17/2022	American Airlines FT WORTH TX	$1,076.60	Business	7009-000	TRAVEL		

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Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
2764	05/17/2022	American Airlines FT WORTH TX	$1,076.60	Business	7009-000	TRAVEL		
2765	05/17/2022	American Airlines FT WORTH TX	$1,076.60	Business	7009-000	TRAVEL		
2766	05/17/2022	American Airlines FT WORTH TX	$1,898.21	Business	7009-000	TRAVEL		
2767	05/17/2022	ASTER HALL - CHICAGO CHICAGO IL	$49.53	Business	7009-000	TRAVEL		
2768	05/17/2022	BT*DD *DOORDASH FFJA SAN FRANCISCO CA	$22.61	Business	7009-000	TRAVEL		
2769	05/17/2022	CB* TEAMO (DOWNTOWN) CHICAGO IL	$18.90	Business	7009-000	TRAVEL		
2770	05/17/2022	HOTELSCOM91682130131 HOTELS.COM WA	$169.41	Business	7009-000	TRAVEL		
2771	05/17/2022	TST* SIXTY VINES - C DALLAS TX	$155.85	Business	7012-000	MEALS & ENTERTAINMENT		
2772	05/17/2022	CUBESMART 492 436845 DALLAS TX	$167.00	Business	7012-001	RELOCATION-DC		
2773	05/17/2022	MOVING INSURANCE.COM MONTCLAIR NJ	$494.63	Business	7012-001	RELOCATION-DC		
2780	05/17/2022	HORTON BUILDING SUPP RICHARDSON TX	$274.54	Business	7570-000	OFFICE SUPPLIES		
2784	05/17/2022	PAYPAL *NUTRAFOL 8884543320 NY	$79.00	Business	7570-000	OFFICE SUPPLIES		
2786	05/18/2022	PAYPAL *UBER 8665761039 CA	$28.32	Business	7009-000	TRAVEL		
2787	05/18/2022	PAYPAL *UBER 8665761039 CA	$36.60	Business	7009-000	TRAVEL		
2788	05/18/2022	PAYPAL *UBER 8665761039 CA	$85.70	Business	7009-000	TRAVEL		
2789	05/18/2022	PAYPAL *UBER 8665761039 CA	$124.94	Business	7009-000	TRAVEL		
2790	05/18/2022	PELOTON* MEMBERSHIP NEW YORK CITY NY	$39.00	Business	7009-000	TRAVEL		
2791	05/18/2022	PREMIER TRANSPORTATI DALLAS CA	$107.32	Business	7009-000	TRAVEL		
2792	05/18/2022	SHANGHAI TERRACE SHA CHICAGO IL	$183.98	Business	7009-000	TRAVEL		
2793	05/18/2022	SOULCYCLE INC. NEW YORK NY	$7.00	Business	7009-000	TRAVEL		
2794	05/18/2022	TST* NORTH WACKER CH CHICAGO IL	$740.99	Business	7009-000	TRAVEL		
2795	05/18/2022	UBER TRIP SAN FRANCISCO CA	$5.40	Business	7009-000	TRAVEL		
2796	05/18/2022	UBER TRIP SAN FRANCISCO CA	$15.20	Business	7009-000	TRAVEL		
2797	05/18/2022	UBER TRIP SAN FRANCISCO CA	$21.88	Business	7009-000	TRAVEL		
2798	05/18/2022	UBER TRIP SAN FRANCISCO CA	$22.22	Business	7009-000	TRAVEL		
2799	05/18/2022	FOUR SEASONS CHCAGO CHICAGO IL	$243.98	Business	7009-000	TRAVEL		
2800	05/18/2022	LYFT *RIDE WED 12P SAN FRANCISCO CA	$47.97	Business	7009-000	TRAVEL		
2801	05/18/2022	LYFT *RIDE WED 1PM SAN FRANCISCO CA	$34.22	Business	7009-000	TRAVEL		
2802	05/18/2022	TST* ASCENSION COFFE DALLAS TX	$16.03	Business	7012-000	MEALS & ENTERTAINMENT		
2803	05/18/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$318.33	Business	7012-001	RELOCATION-DC		
2804	05/18/2022	VERACASTELL SERVICES Miami FL	$800.00	Business	7012-001	RELOCATION-DC		
2805	05/18/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
2811	05/19/2022	UBER TRIP SAN FRANCISCO CA	$5.00	Business	7009-000	TRAVEL		
2812	05/19/2022	UBER TRIP SAN FRANCISCO CA	$15.67	Business	7009-000	TRAVEL		
2813	05/19/2022	UBER TRIP SAN FRANCISCO CA	$24.84	Business	7009-000	TRAVEL		
2814	05/19/2022	UBER TRIP SAN FRANCISCO CA	$124.22	Business	7009-000	TRAVEL		
2815	05/19/2022	UPTOWN RX PHARMACY Dallas TX	$169.99	Business	7009-000	TRAVEL		
2816	05/19/2022	BT*DD *DOORDASH ASCE SAN FRANCISCO CA	$81.47	Business	7009-000	TRAVEL		
2817	05/19/2022	BT*DD *DOORDASH ASIA SAN FRANCISCO CA	$64.35	Business	7009-000	TRAVEL		
2818	05/19/2022	BT*DD *DOORDASH DOCB SAN FRANCISCO CA	$74.40	Business	7009-000	TRAVEL		
2819	05/19/2022	CLASSPASS* MONTHLY NEW YORK CITY NY	$59.00	Business	7009-000	TRAVEL		
2820	05/19/2022	CVS/PHARMACY #10758 DALLAS TX	$83.42	Business	7009-000	TRAVEL		
2821	05/19/2022	FOUR SEASONS CHCAGO CHICAGO IL	$856.48	Business	7009-000	TRAVEL		
2823	05/19/2022	FOUR SEASONS CLUB AC IRVING TX	$1,061.33	Business	7012-000	MEALS & ENTERTAINMENT		
2824	05/19/2022	NOBU DALLAS DALLAS TX	$302.02	Business	7012-000	MEALS & ENTERTAINMENT		
2825	05/19/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$318.01	Business	7012-001	RELOCATION-DC		
2827	05/19/2022	APPLE.COM/BILL CUPERTINO CA	$14.06	Business	7530-000	DATA PROCESSING		
2829	05/19/2022	GOOGLE*YOUTUBE TV GO G.CO HELPPAY# US	$70.35	Business	7530-000	DATA PROCESSING		
2830	05/19/2022	SPECTRUM 855-707-7328 MO	$320.25	Business	7530-000	DATA PROCESSING		
2832	05/19/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
2840	05/20/2022	LYFT *RIDE FRI 12P SAN FRANCISCO CA	$18.12	Business	7009-000	TRAVEL		
2841	05/20/2022	LYFT *RIDE FRI 3PM SAN FRANCISCO CA	$29.98	Business	7009-000	TRAVEL		
2842	05/20/2022	LYFT *RIDE FRI 5PM SAN FRANCISCO CA	$20.67	Business	7009-000	TRAVEL		
2843	05/20/2022	Flower Child Rosewoo Dallas TX	$59.19	Business	7012-000	MEALS & ENTERTAINMENT		
2844	05/20/2022	MOXIES GRILL & BAR 6 DALLAS TX	$50.76	Business	7012-000	MEALS & ENTERTAINMENT		
2846	05/20/2022	PARK HOUSE - ECOM 00 DALLAS TX	$80.16	Business	7012-000	MEALS & ENTERTAINMENT		
2847	05/20/2022	PARK HOUSE 000000001 DALLAS TX	$676.86	Business	7012-000	MEALS & ENTERTAINMENT		
2849	05/20/2022	POSEIDON MOVING LLC BROOKLINE MA	$750.00	Business	7012-001	RELOCATION-DC		
2851	05/20/2022	PAYPAL *SOCCERELI08 4029357733 TX	$309.00	Business	7012-001	RELOCATION-DC		
2857	05/20/2022	WESTWAY SITE SERVICE DALLAS TX	$131.12	Business	7570-000	OFFICE SUPPLIES		
2858	05/20/2022	AMERICAN ARBITRATION NEW YORK NY	$3,850.00	Business	75840-000	LEGAL AND AUDIT		
2860	05/21/2022	CVS/PHARMACY #10758 DALLAS TX	$7.98	Business	7009-000	TRAVEL		
2861	05/21/2022	DOORDASH*DOC BS REST SAN FRANCISCO CA	$65.42	Business	7009-000	TRAVEL		
2862	05/21/2022	DRIP COFFEE CO. 1 DALLAS TX	$15.97	Business	7012-000	MEALS & ENTERTAINMENT		
2863	05/21/2022	MOXIES GRILL & BAR 6 DALLAS TX	$50.66	Business	7012-000	MEALS & ENTERTAINMENT		
2864	05/21/2022	TANGO ROOM DALLAS TX	$511.59	Business	7012-000	MEALS & ENTERTAINMENT		
2865	05/21/2022	PAYPAL *SOCCERELI08 4029357733 TX	$720.60	Business	7012-001	RELOCATION-DC		
2866	05/21/2022	PRIME VIDEO*1L08Y4YX 888-802-3080 WA	$9.73	Business	7530-000	DATA PROCESSING		
2867	05/21/2022	SPOTIFY NEW YORK NY	$10.81	Business	7530-000	DATA PROCESSING		
2871	05/22/2022	Starbucks A20 DFW 15 Dallas TX	$4.25	Business	7009-000	TRAVEL		
2872	05/22/2022	UBER TRIP SAN FRANCISCO CA	$5.00	Business	7009-000	TRAVEL		
2873	05/22/2022	UBER TRIP SAN FRANCISCO CA	$128.90	Business	7009-000	TRAVEL		
2874	05/22/2022	DOORDASH*TRUE FOOD K SAN FRANCISCO CA	$38.71	Business	7009-000	TRAVEL		
2875	05/22/2022	DRIP COFFE* DRIP COF DALLAS TX	$4.98	Business	7012-000	MEALS & ENTERTAINMENT		
2876	05/22/2022	HOTEL CRESCENT COURT DALLAS TX	$673.94	Business	7012-000	MEALS & ENTERTAINMENT		
2877	05/22/2022	TST* ASCENSION COFFE DALLAS TX	$8.34	Business	7012-000	MEALS & ENTERTAINMENT		
2878	05/22/2022	TST* ASCENSION COFFE DALLAS TX	$27.36	Business	7012-000	MEALS & ENTERTAINMENT		
2884	05/23/2022	UBER TRIP SAN FRANCISCO CA	$15.87	Business	7009-000	TRAVEL		
2885	05/23/2022	UBER TRIP SAN FRANCISCO CA	$23.15	Business	7009-000	TRAVEL		
2886	05/23/2022	WHOLEFDS MKS#10597 0 INDIANAPOLIS IN	$23.32	Business	7009-000	TRAVEL		
2887	05/23/2022	WHOLEFDS MKS#10597 0 INDIANAPOLIS IN	$31.99	Business	7009-000	TRAVEL		
2888	05/23/2022	BT*DD *DOORDASH DOCB SAN FRANCISCO CA	$86.49	Business	7009-000	TRAVEL		
2889	05/23/2022	CVS/PHARMACY #10903 INDIANAPOLIS IN	$120.85	Business	7009-000	TRAVEL		
2890	05/23/2022	DOORDASH*ASCENSION SAN FRANCISCO CA	$60.86	Business	7009-000	TRAVEL		
2891	05/23/2022	DRIP COFFEE CO. 2 Dallas TX	$2.92	Business	7012-000	MEALS & ENTERTAINMENT		
2892	05/23/2022	EQUINOX MOTO #451 45 DALLAS TX	$197.02	Business	7012-000	MEALS & ENTERTAINMENT		
2893	05/23/2022	EQUINOX MOTO #451 45 DALLAS TX	$303.10	Business	7012-000	MEALS & ENTERTAINMENT		
2894	05/23/2022	HONOR BAR 214.780.09 DALLAS TX	$53.47	Business	7012-000	MEALS & ENTERTAINMENT		
2895	05/23/2022	TST* ASCENSION COFFE DALLAS TX	$7.38	Business	7012-000	MEALS & ENTERTAINMENT		
2896	05/23/2022	TST* ASCENSION COFFE DALLAS TX	$15.08	Business	7012-000	MEALS & ENTERTAINMENT		
2897	05/23/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$196.61	Business	7012-001	RELOCATION-DC		
2898	05/23/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$206.05	Business	7012-001	RELOCATION-DC		
2899	05/23/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
2907	05/24/2022	STARBUCKS 800-782-72 SEATTLE WA	$7.31	Business	7009-000	TRAVEL		
2909	05/24/2022	UBER TRIP SAN FRANCISCO CA	$5.00	Business	7009-000	TRAVEL		
2910	05/24/2022	UBER TRIP SAN FRANCISCO CA	$20.92	Business	7009-000	TRAVEL		
2911	05/24/2022	UBER TRIP SAN FRANCISCO CA	$53.45	Business	7009-000	TRAVEL		

Credit Card

Privileged and Confidential
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Filtered Total $ 1,180,681.29
Total $ 1,180,681.29

Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
2914	05/24/2022	BT*DD *DOORDASH FLOW SAN FRANCISCO CA	$40.45	Business	7009-000	TRAVEL		
2915	05/24/2022	BT*DD *DOORDASH MOXI SAN FRANCISCO CA	$58.05	Business	7009-000	TRAVEL		
2916	05/24/2022	HOTELSCOM91734424521 HOTELS.COM WA	$4,743.59	Business	7009-000	TRAVEL		
2917	05/24/2022	HOTELSCOM91734485093 HOTELS.COM WA	$832.17	Business	7009-000	TRAVEL		
2918	05/24/2022	R+D DALLAS214.890.79 DALLAS TX	$89.45	Business	7012-000	MEALS & ENTERTAINMENT		
2919	05/24/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
2920	05/24/2022	SPECTRUM 855-707-7328 MO	$169.69	Business	7530-000	DATA PROCESSING		
2927	05/24/2022	FEDEX 84271131 FedEx MEMPHIS TN	$202.28	Business	7570-000	OFFICE SUPPLIES		
2928	05/24/2022	FEDEX 84271339 FedEx MEMPHIS TN	$135.15	Business	7570-000	OFFICE SUPPLIES		
2934	05/25/2022	UBER EATS SAN FRANCISCO CA	$78.77	Business	7009-000	TRAVEL		
2935	05/25/2022	UBER TRIP SAN FRANCISCO CA	$10.41	Business	7009-000	TRAVEL		
2936	05/25/2022	UBER TRIP SAN FRANCISCO CA	$21.33	Business	7009-000	TRAVEL		
2938	05/25/2022	AMERICAN AIRLINES 800-433-7300 TX	$965.20	Business	7009-000	TRAVEL		
2939	05/25/2022	BT*DD *DOORDASH FLOW SAN FRANCISCO CA	$57.94	Business	7009-000	TRAVEL		
2941	05/25/2022	DOORDASH*P.F. CHANGS SAN FRANCISCO CA	$76.70	Business	7009-000	TRAVEL		
2943	05/25/2022	TST* ASCENSION COFFE DALLAS TX	$6.23	Business	7012-000	MEALS & ENTERTAINMENT		
2944	05/25/2022	TST* MAJOR FOOD GROU DALLAS TX	$159.40	Business	7012-000	MEALS & ENTERTAINMENT		
2945	05/25/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$196.61	Business	7012-001	RELOCATION-DC		
2957	05/26/2022	BP#1140900DOWNTOWN B INDIANAPOLIS IN	$70.30	Business	7005-000	FUEL		
2959	05/26/2022	WHOLEFDS MKS#10597 0 INDIANAPOLIS IN	$57.44	Business	7009-000	TRAVEL		
2960	05/26/2022	BT*DD *DOORDASH FFJA SAN FRANCISCO CA	$25.64	Business	7009-000	TRAVEL		
2961	05/26/2022	IN *CAKE Y'ALL NEW YORK NY	$360.00	Business	7009-000	TRAVEL		
2962	05/26/2022	LICK ICE CREAM Indianapolis IN	$11.81	Business	7009-000	TRAVEL		
2963	05/26/2022	TST* ASCENSION COFFE DALLAS TX	$7.38	Business	7012-000	MEALS & ENTERTAINMENT		
2964	05/26/2022	TST* ASCENSION COFFE DALLAS TX	$16.29	Business	7012-000	MEALS & ENTERTAINMENT		
2965	05/26/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$269.15	Business	7012-001	RELOCATION-DC		
2966	05/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		
2967	05/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		
2969	05/26/2022	HLU*HULU 17107704586 HULU.COM/BILL CA	$86.59	Business	7530-000	DATA PROCESSING		
2976	05/27/2022	SOBEL FOUR SEASONS LAS VEGAS NV	$980.12	Business	7009-000	TRAVEL		
2978	05/27/2022	UBER TRIP SAN FRANCISCO CA	$15.12	Business	7009-000	TRAVEL		
2979	05/27/2022	UBER TRIP SAN FRANCISCO CA	$54.92	Business	7009-000	TRAVEL		
2980	05/27/2022	AMERICAN AIRLINES 800-433-7300 TX	$1,076.60	Business	7009-000	TRAVEL		
2981	05/27/2022	BT*DD *DOORDASH DIAV SAN FRANCISCO CA	$47.20	Business	7009-000	TRAVEL		
2983	05/27/2022	DOORDASH*ASCENSION SAN FRANCISCO CA	$56.55	Business	7009-000	TRAVEL		
2984	05/27/2022	FAVOR AUSTIN TX	$39.30	Business	7009-000	TRAVEL		
2985	05/27/2022	HOTELSCOM91685558269 HOTELS.COM WA	$3,199.55	Business	7009-000	TRAVEL		
2988	05/27/2022	AL BIERNAT?S NORTH V Dallas TX	$50.00	Business	7012-000	MEALS & ENTERTAINMENT		
2989	05/27/2022	DOC BS FRESH KITCHEN DALLAS TX	$60.88	Business	7012-000	MEALS & ENTERTAINMENT		
2990	05/27/2022	MOXIES GRILL & BAR 6 DALLAS TX	$68.83	Business	7012-000	MEALS & ENTERTAINMENT		
2991	05/27/2022	NOBU DALLAS DALLAS TX	$172.35	Business	7012-000	MEALS & ENTERTAINMENT		
2992	05/27/2022	CUBESMART 492 436845 DALLAS TX	$1,102.00	Business	7012-001	RELOCATION-DC		
2994	05/27/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
3004	05/27/2022	PAYPAL *COLONBROOM 61276615	$107.96	Business	7570-000	OFFICE SUPPLIES		
3007	05/27/2022	THE ATHLETIC SAN FRANCISCO CA	$71.99	Business	7570-000	OFFICE SUPPLIES		
3008	05/28/2022	PAYPAL *UBER EATS 8665761039 CA	$13.59	Business	7009-000	TRAVEL		
3009	05/28/2022	PAYPAL *UBER EATS 8665761039 CA	$88.16	Business	7009-000	TRAVEL		
3011	05/28/2022	SOUTHWEST AIRLINES (DALLAS TX	$244.98	Business	7009-000	TRAVEL		
3012	05/28/2022	SP LELE SADOUGHI NEW YORK NY	$162.38	Business	7009-000	TRAVEL		
3013	05/28/2022	SP POWER FOODS COMPA HAMMOND LA	$50.15	Business	7009-000	TRAVEL		
3014	05/28/2022	UBER TRIP SAN FRANCISCO CA	$27.13	Business	7009-000	TRAVEL		
3015	05/28/2022	UBER TRIP SAN FRANCISCO CA	$203.05	Business	7009-000	TRAVEL		
3017	05/28/2022	BT*DD *DOORDASH ASCE SAN FRANCISCO CA	$46.31	Business	7009-000	TRAVEL		
3018	05/28/2022	BT*DD *DOORDASH FLOW SAN FRANCISCO CA	$28.65	Business	7009-000	TRAVEL		
3019	05/28/2022	FAVOR AUSTIN TX	$36.10	Business	7009-000	TRAVEL		
3020	05/28/2022	MOXIES GRILL & BAR 6 DALLAS TX	$40.48	Business	7012-000	MEALS & ENTERTAINMENT		
3021	05/28/2022	TST* ASCENSION COFFE DALLAS TX	$7.38	Business	7012-000	MEALS & ENTERTAINMENT		
3022	05/28/2022	TST* ASCENSION COFFE DALLAS TX	$53.87	Business	7012-000	MEALS & ENTERTAINMENT		
3023	05/28/2022	TST* CHELSEAS CORNER DALLAS TX	$108.76	Business	7012-000	MEALS & ENTERTAINMENT		
3025	05/28/2022	APPLE.COM/BILL CUPERTINO CA	$8.65	Business	7530-000	DATA PROCESSING		
3026	05/28/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
3027	05/28/2022	APPLE.COM/BILL CUPERTINO CA	$11.90	Business	7530-000	DATA PROCESSING		
3028	05/28/2022	APPLE.COM/BILL CUPERTINO CA	$16.23	Business	7530-000	DATA PROCESSING		
3029	05/28/2022	HLU*HULU 20797497386 HULU.COM/BILL CA	$7.57	Business	7530-000	DATA PROCESSING		
3040	05/28/2022	CRESCENT COURT - SPA DALLAS TX	$612.00	Business	7012-000	MEALS & ENTERTAINMENT		
3042	05/29/2022	STARBUCKS 800-782-72 SEATTLE WA	$7.31	Business	7009-000	TRAVEL		
3043	05/29/2022	UBER TRIP SAN FRANCISCO CA	$3.00	Business	7009-000	TRAVEL		
3044	05/29/2022	UBER TRIP SAN FRANCISCO CA	$5.39	Business	7009-000	TRAVEL		
3045	05/29/2022	UBER TRIP SAN FRANCISCO CA	$10.08	Business	7009-000	TRAVEL		
3046	05/29/2022	UBER TRIP SAN FRANCISCO CA	$19.96	Business	7009-000	TRAVEL		
3047	05/29/2022	UBER TRIP SAN FRANCISCO CA	$26.96	Business	7009-000	TRAVEL		
3048	05/29/2022	TST* ASCENSION COFFE DALLAS TX	$7.38	Business	7012-000	MEALS & ENTERTAINMENT		
3049	05/29/2022	TST* MAYER'S GARDEN DALLAS TX	$60.41	Business	7012-000	MEALS & ENTERTAINMENT		
3050	05/29/2022	TST* SIXTY VINES - C DALLAS TX	$93.53	Business	7012-000	MEALS & ENTERTAINMENT		
3051	05/29/2022	WWW.MOLEKULE.COM SAN FRANCISCO CA	$1,711.98	Business	7012-001	RELOCATION-DC		
3055	05/29/2022	AMERICAN AIRLINES 800-433-7300 TX	$493.20	Business	7009-000	TRAVEL		
3056	05/29/2022	BT*DD *DOORDASH ASCE SAN FRANCISCO CA	$48.16	Business	7009-000	TRAVEL		
3057	05/29/2022	BT*DD *DOORDASH FLOW SAN FRANCISCO CA	$61.25	Business	7009-000	TRAVEL		
3058	05/29/2022	CVS/PHARMACY #10758 DALLAS TX	$12.00	Business	7009-000	TRAVEL		
3059	05/29/2022	FAVOR AUSTIN TX	$32.04	Business	7009-000	TRAVEL		
3060	05/29/2022	PARKRECEIPTS.COM -V Plano TX	$22.05	Business	7009-000	TRAVEL		
3061	05/29/2022	PARKRECEIPTS.COM -V Plano TX	$22.05	Business	7009-000	TRAVEL		
3062	05/29/2022	UBER TRIP SAN FRANCISCO CA	$53.95	Business	7009-000	TRAVEL		
3063	05/29/2022	NUSRET DALLAS DALLAS TX	$2,506.82	Business	7012-000	MEALS & ENTERTAINMENT		
3064	05/29/2022	PAYPAL *HEATHCERAMI 8056658938 CA	$1,369.60	Business	7012-000	MEALS & ENTERTAINMENT		
3065	05/29/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$887.00	Business	7012-001	RELOCATION-DC		
3070	05/30/2022	ARTISAN MARKET DFW Airport TX	$4.06	Business	7009-000	TRAVEL		
3071	05/30/2022	BT*DD *DOORDASH ASCE SAN FRANCISCO CA	$36.19	Business	7009-000	TRAVEL		
3072	05/30/2022	BT*DD *DOORDASH DOCB SAN FRANCISCO CA	$43.55	Business	7009-000	TRAVEL		
3073	05/30/2022	DFW 1272A iStore 152 DFW Inter Airport TX	$97.39	Business	7009-000	TRAVEL		
3074	05/30/2022	UBER TRIP SAN FRANCISCO CA	$3.00	Business	7009-000	TRAVEL		
3075	05/30/2022	UBER TRIP SAN FRANCISCO CA	$16.43	Business	7009-000	TRAVEL		
3076	05/30/2022	UBER TRIP SAN FRANCISCO CA	$17.00	Business	7009-000	TRAVEL		
3077	05/30/2022	MOXIES GRILL & BAR 6 DALLAS TX	$96.65	Business	7012-000	MEALS & ENTERTAINMENT		
3078	05/30/2022	TST* ASCENSION COFFE DALLAS TX	$7.38	Business	7012-000	MEALS & ENTERTAINMENT		
3079	05/30/2022	ABC*DESTINATIONDALLA ALLEN TX	$32.46	Business	7012-001	RELOCATION-DC		
3089	05/31/2022	BT*DD *DOORDASH ASCE SAN FRANCISCO CA	$41.50	Business	7009-000	TRAVEL		

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Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
3090	05/31/2022	BT*DD *DOORDASH FFJA SAN FRANCISCO CA	$23.18	Business	7009-000	TRAVEL		
3091	05/31/2022	HOTELSCOM91736484366 HOTELS.COM WA	$1,205.04	Business	7009-000	TRAVEL		
3092	05/31/2022	SOULCYCLE NEW YORK NY	$124.00	Business	7009-000	TRAVEL		
3094	05/31/2022	UBER EATS SAN FRANSISCO CA	$24.92	Business	7009-000	TRAVEL		
3095	05/31/2022	UBER TRIP SAN FRANCISCO CA	$3.00	Business	7009-000	TRAVEL		
3096	05/31/2022	JAM & TOAST 65000001 IRVING TX	$16.25	Business	7012-000	MEALS & ENTERTAINMENT		
3097	05/31/2022	PRIME VIDEO*1X1T17EX 888-802-3080 WA	$11.90	Business	7530-000	DATA PROCESSING		
3103	05/31/2022	U.S. RETAILERS 855-600-3859 TX	$65.66	Business	7570-000	OFFICE SUPPLIES		
3108	06/01/2022	BT*DD *DOORDASH ASCE SAN FRANCISCO CA	$63.83	Business	7009-000	TRAVEL		
3109	06/01/2022	BT*DD *DOORDASH FFJA SAN FRANCISCO CA	$22.86	Business	7009-000	TRAVEL		
3111	06/01/2022	DOORDASH*DOC BS REST SAN FRANCISCO CA	$55.64	Business	7009-000	TRAVEL		
3112	06/01/2022	HOTELSCOM91687192840 HOTELS.COM WA	$285.97	Business	7009-000	TRAVEL		
3113	06/01/2022	STARBUCKS 800-782-72 SEATTLE WA	$7.31	Business	7009-000	TRAVEL		
3115	06/01/2022	W DALLAS VICTORY ROO DALLAS TX	$1,226.12	Business	7009-000	TRAVEL		
3116	06/01/2022	HORCHOW.COM 800-456- IRVING US	$28.92	Business	7012-000	MEALS & ENTERTAINMENT		
3117	06/01/2022	HORCHOW.COM 800-456- IRVING US	$165.98	Business	7012-000	MEALS & ENTERTAINMENT		
3118	06/01/2022	TST* ASCENSION COFFE DALLAS TX	$7.38	Business	7012-000	MEALS & ENTERTAINMENT		
3121	06/01/2022	BT*AUDIOBOOKS.COM PRINCE FREDERCK MD	$16.18	Business	7530-000	DATA PROCESSING		
3122	06/01/2022	COMCAST DADE 800-266-2278 FL	$50.00	Business	7530-000	DATA PROCESSING		
3129	06/02/2022	American Airlines FT WORTH TX	$1,273.19	Business	7009-000	TRAVEL		
3130	06/02/2022	BT BAVETTESBARBRESTA NEW YORK NY	$4.98	Business	7009-000	TRAVEL		
3131	06/02/2022	BT*DD *DOORDASH FLOW SAN FRANCISCO CA	$30.61	Business	7009-000	TRAVEL		
3132	06/02/2022	BT*DD *DOORDASH MOXI SAN FRANCISCO CA	$32.63	Business	7009-000	TRAVEL		
3133	06/02/2022	COLECTIVO COFFEE ROA CHICAGO IL	$7.94	Business	7009-000	TRAVEL		
3134	06/02/2022	HOTELSCOM91687521502 HOTELS.COM WA	$792.93	Business	7009-000	TRAVEL		
3135	06/02/2022	HOTELSCOM91687530197 HOTELS.COM WA	$2,109.00	Business	7009-000	TRAVEL		
3136	06/02/2022	SKYWAY CONCESSIONS 0 CHICAGO IL	$5.90	Business	7009-000	TRAVEL		
3137	06/02/2022	STARBUCKS 800-782-72 SEATTLE WA	$7.31	Business	7009-000	TRAVEL		
3138	06/02/2022	TST* HOGSALT - BAVET CHICAGO IL	$450.17	Business	7009-000	TRAVEL		
3139	06/02/2022	TST* LIQRBOX - CHICA CHICAGO IL	$27.64	Business	7009-000	TRAVEL		
3140	06/02/2022	TST* SOCHI SAIGONESE CHICAGO IL	$146.11	Business	7009-000	TRAVEL		
3141	06/02/2022	UBER TRIP SAN FRANCISCO CA	$3.00	Business	7009-000	TRAVEL		
3142	06/02/2022	UBER TRIP SAN FRANCISCO CA	$3.00	Business	7009-000	TRAVEL		
3143	06/02/2022	UBER TRIP SAN FRANCISCO CA	$5.00	Business	7009-000	TRAVEL		
3144	06/02/2022	UBER TRIP SAN FRANCISCO CA	$5.46	Business	7009-000	TRAVEL		
3145	06/02/2022	UBER TRIP SAN FRANCISCO CA	$8.98	Business	7009-000	TRAVEL		
3146	06/02/2022	UBER TRIP SAN FRANCISCO CA	$14.96	Business	7009-000	TRAVEL		
3147	06/02/2022	UBER TRIP SAN FRANCISCO CA	$15.98	Business	7009-000	TRAVEL		
3148	06/02/2022	UBER TRIP SAN FRANCISCO CA	$17.88	Business	7009-000	TRAVEL		
3149	06/02/2022	UBER TRIP SAN FRANCISCO CA	$27.33	Business	7009-000	TRAVEL		
3150	06/02/2022	UBER TRIP SAN FRANCISCO CA	$28.52	Business	7009-000	TRAVEL		
3151	06/02/2022	UBER TRIP SAN FRANCISCO CA	$35.03	Business	7009-000	TRAVEL		
3152	06/02/2022	UBER TRIP SAN FRANCISCO CA	$40.01	Business	7009-000	TRAVEL		
3153	06/02/2022	DRIP COFFEE CO. 2 Dallas TX	$6.74	Business	7012-000	MEALS & ENTERTAINMENT		
3154	06/02/2022	HUDSON HOUSE LAS COL IRVING TX	$26.57	Business	7012-000	MEALS & ENTERTAINMENT		
3155	06/02/2022	MERIT HIGHLAND PARK Dallas TX	$12.48	Business	7012-000	MEALS & ENTERTAINMENT		
3156	06/02/2022	RH DALLAS RESTAURANT DALLAS TX	$229.52	Business	7012-000	MEALS & ENTERTAINMENT		
3157	06/02/2022	IN *EARTHVISION, LLC RICHARDSON TX	$300.00	Business	7530-000	DATA PROCESSING		
3159	06/02/2022	APPLE.COM/BILL CUPERTINO CA	$9.99	Business	7570-000	OFFICE SUPPLIES		
3166	06/03/2022	BT*DD *DOORDASH ASCE SAN FRANCISCO CA	$46.31	Business	7009-000	TRAVEL		
3167	06/03/2022	EQUINOX #405 0000 CHICAGO IL	$4.00	Business	7009-000	TRAVEL		
3168	06/03/2022	PARKRECEIPTS.COM -V Plano TX	$15.00	Business	7009-000	TRAVEL		
3169	06/03/2022	RH CHICAGO RESTAURAN CHICAGO IL	$108.28	Business	7009-000	TRAVEL		
3170	06/03/2022	STARBUCKS 800-782-72 SEATTLE WA	$7.31	Business	7009-000	TRAVEL		
3171	06/03/2022	TST* JENI'S SPLENDID CHICAGO IL	$11.86	Business	7009-000	TRAVEL		
3172	06/03/2022	UBER TRIP SAN FRANCISCO CA	$3.00	Business	7009-000	TRAVEL		
3173	06/03/2022	UBER TRIP SAN FRANCISCO CA	$10.93	Business	7009-000	TRAVEL		
3174	06/03/2022	UBER TRIP SAN FRANCISCO CA	$32.55	Business	7009-000	TRAVEL		
3175	06/03/2022	MERIT HIGHLAND PARK Dallas TX	$10.85	Business	7012-000	MEALS & ENTERTAINMENT		
3176	06/03/2022	YO! LOBSTER 0000 DALLAS TX	$132.58	Business	7012-000	MEALS & ENTERTAINMENT		
3177	06/03/2022	PAYPAL *SOCCERELI08 4029357733 TX	$206.10	Business	7012-001	RELOCATION-DC		
3178	06/03/2022	POSEIDON MOVING LLC BROOKLINE MA	$3,005.02	Business	7012-001	RELOCATION-DC		
3187	06/04/2022	AMERICAN AIRLINES 800-433-7300 TX	$790.60	Business	7009-000	TRAVEL		
3188	06/04/2022	AMERICAN AIRLINES 800-433-7300 TX	$790.60	Business	7009-000	TRAVEL		
3189	06/04/2022	AMERICAN AIRLINES 800-433-7300 TX	$790.60	Business	7009-000	TRAVEL		
3190	06/04/2022	CB* TEAMO (CHINATOWN CHICAGO IL	$19.03	Business	7009-000	TRAVEL		
3191	06/04/2022	FAVOR AUSTIN TX	$83.47	Business	7009-000	TRAVEL		
3192	06/04/2022	HOTELSCOM91688095656 HOTELS.COM WA	$648.99	Business	7009-000	TRAVEL		
3194	06/04/2022	QING XIANG YUAN DUMP Chicago IL	$95.02	Business	7009-000	TRAVEL		
3195	06/04/2022	RH CHICAGO RESTAURAN CHICAGO IL	$89.87	Business	7009-000	TRAVEL		
3196	06/04/2022	SOUTHWEST AIRLINES (DALLAS TX	$259.98	Business	7009-000	TRAVEL		
3197	06/04/2022	STARBUCKS 800-782-72 SEATTLE WA	$7.31	Business	7009-000	TRAVEL		
3198	06/04/2022	STARBUCKS STORE 0023 CHICAGO IL	$3.86	Business	7009-000	TRAVEL		
3199	06/04/2022	TOUS LES JOURS 84833 CHICAGO IL	$19.00	Business	7009-000	TRAVEL		
3200	06/04/2022	TST* BLUE SUSHI - L CHICAGO IL	$57.52	Business	7009-000	TRAVEL		
3201	06/04/2022	TST* JUNO 00038596 CHICAGO IL	$393.20	Business	7009-000	TRAVEL		
3203	06/04/2022	TST* ASCENSION COFFE DALLAS TX	$7.38	Business	7012-000	MEALS & ENTERTAINMENT		
3204	06/04/2022	HTTP://WWW.GOGOAIR.C 877-350-0038 IL	$59.95	Business	7530-000	DATA PROCESSING		
3209	06/04/2022	APPLE.COM/BILL CUPERTINO CA	$17.13	Business	7570-000	OFFICE SUPPLIES		
3210	06/04/2022	APPLE.COM/BILL CUPERTINO CA	$75.76	Business	7570-000	OFFICE SUPPLIES		
3212	06/05/2022	AMERICAN AIRLINES 800-433-7300 TX	$60.10	Business	7009-000	TRAVEL		
3213	06/05/2022	AMERICAN AIRLINES 800-433-7300 TX	$1,378.21	Business	7009-000	TRAVEL		
3214	06/05/2022	AMERICAN AIRLINES 800-433-7300 TX	$1,841.21	Business	7009-000	TRAVEL		
3215	06/05/2022	American Airlines FT WORTH TX	$31.78	Business	7009-000	TRAVEL		
3216	06/05/2022	American Airlines FT WORTH TX	$244.60	Business	7009-000	TRAVEL		
3217	06/05/2022	BT*DD *DOORDASH FLOW SAN FRANCISCO CA	$48.42	Business	7009-000	TRAVEL		
3218	06/05/2022	DOORDASH*COLD STONE SAN FRANCISCO CA	$76.72	Business	7009-000	TRAVEL		
3219	06/05/2022	DOORDASH*HARRY & IZZ SAN FRANCISCO CA	$189.81	Business	7009-000	TRAVEL		
3220	06/05/2022	HOTELSCOM91688475794 HOTELS.COM WA	$260.48	Business	7009-000	TRAVEL		
3221	06/05/2022	UBER EATS SAN FRANSISCO CA	$36.69	Business	7009-000	TRAVEL		
3222	06/05/2022	UBER TRIP SAN FRANCISCO CA	$5.03	Business	7009-000	TRAVEL		
3223	06/05/2022	UBER TRIP SAN FRANCISCO CA	$6.51	Business	7009-000	TRAVEL		
3224	06/05/2022	UBER TRIP SAN FRANCISCO CA	$25.15	Business	7009-000	TRAVEL		
3225	06/05/2022	UBER TRIP SAN FRANCISCO CA	$36.56	Business	7009-000	TRAVEL		
3226	06/05/2022	UBER TRIP SAN FRANCISCO CA	$57.48	Business	7009-000	TRAVEL		
3227	06/05/2022	#43 OCEAN PRIME DALL DALLAS TX	$241.34	Business	7012-000	MEALS & ENTERTAINMENT		
3228	06/05/2022	DRIP COFFEE CO. 2 DALLAS TX	$5.98	Business	7012-000	MEALS & ENTERTAINMENT		

Credit Card

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Total $ 1,180,681.29

Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
3229	06/05/2022	EXCELLENT SERVICE VA Dallas TX	$10.00	Business	7012-000	MEALS & ENTERTAINMENT		
3230	06/05/2022	Flower Child Rosewoo Dallas TX	$48.93	Business	7012-000	MEALS & ENTERTAINMENT		
3231	06/05/2022	PARK HOUSE - ECOM 00 DALLAS TX	$438.88	Business	7012-000	MEALS & ENTERTAINMENT		
3232	06/05/2022	Extra Space 1060 NORTH MIAMI FL	$217.40	Business	7012-001	RELOCATION-DC		
3233	06/05/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$1,189.61	Business	7012-001	RELOCATION-DC		
3241	06/05/2022	APPLE.COM/BILL CUPERTINO CA	$32.46	Business	7570-000	OFFICE SUPPLIES		
3250	06/06/2022	BT*DD *DOORDASH FLOW SAN FRANCISCO CA	$86.41	Business	7009-000	TRAVEL		
3251	06/06/2022	BT*DD *DOORDASH PIEC SAN FRANCISCO CA	$42.32	Business	7009-000	TRAVEL		
3252	06/06/2022	FAVOR AUSTIN TX	$51.37	Business	7009-000	TRAVEL		
3254	06/06/2022	LYFT *RIDE MON 6AM SAN FRANCISCO CA	$116.12	Business	7009-000	TRAVEL		
3255	06/06/2022	LYFT *RIDE MON 6PM SAN FRANCISCO CA	$0.46	Business	7009-000	TRAVEL		
3256	06/06/2022	LYFT *RIDE MON 6PM SAN FRANCISCO CA	$54.09	Business	7009-000	TRAVEL		
3257	06/06/2022	LYFT *RIDE MON 9PM SAN FRANCISCO CA	$46.54	Business	7009-000	TRAVEL		
3258	06/06/2022	SOULCYCLE INC. NEW YORK NY	$124.00	Business	7009-000	TRAVEL		
3259	06/06/2022	STARBUCKS 800-782-72 SEATTLE WA	$7.31	Business	7009-000	TRAVEL		
3260	06/06/2022	SUN BAR - POOL MIAMI FL	$418.56	Business	7009-000	TRAVEL		
3262	06/06/2022	DALRZ PMS 1616122700 Dallas TX	$2,457.28	Business	7012-000	MEALS & ENTERTAINMENT		
3263	06/06/2022	LALALAND 3330 OAK LA DALLAS TX	$18.73	Business	7012-000	MEALS & ENTERTAINMENT		
3264	06/06/2022	POSEIDON MOVING LLC BROOKLINE MA	$5,261.16	Business	7012-001	RELOCATION-DC		
3265	06/06/2022	PAYPAL *NETFLIX.COM 8667160414 CA	$21.64	Business	7530-000	DATA PROCESSING		
3266	06/06/2022	NAPSTER I RHAPSODY 206-707-8100 WA	$10.81	Business	7530-000	DATA PROCESSING		
3271	06/06/2022	APPLE.COM/US CUPERTINO CA	$2,488.67	Business	7570-000	OFFICE SUPPLIES		
3275	06/06/2022	PAYPAL *LLCGALAXYMO 4029357733 MA	$750.00	Business	7570-000	OFFICE SUPPLIES		
3278	06/07/2022	BT*DD *DOORDASH ALOH SAN FRANCISCO CA	$25.61	Business	7009-000	TRAVEL		
3279	06/07/2022	CVS/PHARMACY #10903 INDIANAPOLIS IN	$118.40	Business	7009-000	TRAVEL		
3280	06/07/2022	FAVOR AUSTIN TX	$27.12	Business	7009-000	TRAVEL		
3281	06/07/2022	FAVOR AUSTIN TX	$65.87	Business	7009-000	TRAVEL		
3282	06/07/2022	FOUR SEASONS SURF CL SURFSIDE FL	$77.80	Business	7009-000	TRAVEL		
3283	06/07/2022	FOUR SEASONS SURF CL SURFSIDE FL	$561.64	Business	7009-000	TRAVEL		
3284	06/07/2022	HIGHLAND DALLAS HIGH DALLAS TX	$36.81	Business	7009-000	TRAVEL		
3285	06/07/2022	LYFT *RIDE MON 9PM SAN FRANCISCO CA	$155.54	Business	7009-000	TRAVEL		
3286	06/07/2022	LYFT *RIDE TUE 7PM SAN FRANCISCO CA	$65.50	Business	7009-000	TRAVEL		
3287	06/07/2022	LYFT *RIDE TUE 9PM SAN FRANCISCO CA	$32.24	Business	7009-000	TRAVEL		
3288	06/07/2022	PAYPAL *UBER 8665761039 CA	$30.51	Business	7009-000	TRAVEL		
3289	06/07/2022	PAYPAL *UBER 8665761039 CA	$31.52	Business	7009-000	TRAVEL		
3290	06/07/2022	PRIVATE CAR SERVICES HIALEAH FL	$535.00	Business	7009-000	TRAVEL		
3291	06/07/2022	SOULCYCLE INC. NEW YORK NY	$14.00	Business	7009-000	TRAVEL		
3292	06/07/2022	TST* MILA 00047009 MIAMI BEACH FL	$550.53	Business	7009-000	TRAVEL		
3294	06/07/2022	UNION 50 INDIANAPOLIS IN	$74.13	Business	7009-000	TRAVEL		
3295	06/07/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$64.30	Business	7012-001	RELOCATION-DC		
3297	06/07/2022	PANASONIC - AA LAKE FOREST CA	$25.00	Business	7530-000	DATA PROCESSING		
3298	06/07/2022	SPECTRUM 855-707-7328 FL	$225.56	Business	7530-000	DATA PROCESSING		
3303	06/08/2022	AMERICAN AIRLINES 800-433-7300 TX	$632.20	Business	7009-000	TRAVEL		
3304	06/08/2022	BT*DD *DOORDASH BURG SAN FRANCISCO CA	$148.27	Business	7009-000	TRAVEL		
3305	06/08/2022	FAVOR AUSTIN TX	$41.21	Business	7009-000	TRAVEL		
3307	06/08/2022	PAYPAL *UBER 8665761039 CA	$4.57	Business	7009-000	TRAVEL		
3308	06/08/2022	PAYPAL *UBER 8665761039 CA	$29.63	Business	7009-000	TRAVEL		
3309	06/08/2022	PAYPAL *UBER 8665761039 CA	$30.24	Business	7009-000	TRAVEL		
3310	06/08/2022	PAYPAL *UBER 8665761039 CA	$33.75	Business	7009-000	TRAVEL		
3311	06/08/2022	PAYPAL *UBER 8665761039 CA	$36.76	Business	7009-000	TRAVEL		
3313	06/08/2022	UBER EATS SAN FRANCISCO CA	$49.01	Business	7009-000	TRAVEL		
3314	06/08/2022	UBER EATS SAN FRANCISCO CA	$51.67	Business	7009-000	TRAVEL		
3317	06/08/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$604.69	Business	7012-001	RELOCATION-DC		
3318	06/08/2022	WHITE GLOVE STORAGE AUSTIN TX	$637.77	Business	7012-001	RELOCATION-DC		
3319	06/08/2022	WHITE GLOVE STORAGE AUSTIN TX	$2,470.51	Business	7012-001	RELOCATION-DC		
3323	06/08/2022	GUM.CO/CC* TJE RESEA SAN FRANCISCO CA	$24.99	Business	7530-000	DATA PROCESSING		
3324	06/08/2022	PRIME VIDEO*VF0ZI54P 888-802-3080 WA	$6.48	Business	7530-000	DATA PROCESSING		
3332	06/09/2022	DOORDASH*DASHMART SAN FRANCISCO CA	$19.73	Business	7009-000	TRAVEL		
3333	06/09/2022	FOUR SEASONS SURF CL SURFSIDE FL	$1,154.61	Business	7009-000	TRAVEL		
3334	06/09/2022	LYFT *RIDE THU 2PM SAN FRANCISCO CA	$2.00	Business	7009-000	TRAVEL		
3335	06/09/2022	LYFT *RIDE THU 2PM SAN FRANCISCO CA	$14.28	Business	7009-000	TRAVEL		
3336	06/09/2022	LYFT *RIDE THU 4PM SAN FRANCISCO CA	$2.00	Business	7009-000	TRAVEL		
3337	06/09/2022	LYFT *RIDE THU 4PM SAN FRANCISCO CA	$14.76	Business	7009-000	TRAVEL		
3338	06/09/2022	LYFT *RIDE THU 5PM SAN FRANCISCO CA	$64.90	Business	7009-000	TRAVEL		
3339	06/09/2022	LYFT *RIDE THU 8PM SAN FRANCISCO CA	$14.28	Business	7009-000	TRAVEL		
3340	06/09/2022	MAKOTO BAL HARBOUR FL	$215.30	Business	7009-000	TRAVEL		
3341	06/09/2022	PAYPAL *UBER 8665761039 CA	$20.97	Business	7009-000	TRAVEL		
3342	06/09/2022	PAYPAL *UBER 8665761039 CA	$25.36	Business	7009-000	TRAVEL		
3343	06/09/2022	PAYPAL *UBER 8665761039 CA	$30.95	Business	7009-000	TRAVEL		
3344	06/09/2022	PAYPAL *UBER 8665761039 CA	$31.40	Business	7009-000	TRAVEL		
3345	06/09/2022	SOULCYCLE INC. NEW YORK NY	$14.00	Business	7009-000	TRAVEL		
3347	06/09/2022	UBER EATS SAN FRANSISCO CA	$67.61	Business	7009-000	TRAVEL		
3348	06/09/2022	PROPAY*La DUNI Latin 2145207300 TX	$37.51	Business	7012-000	MEALS & ENTERTAINMENT		
3349	06/09/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$142.02	Business	7012-001	RELOCATION-DC		
3350	06/09/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$972.39	Business	7012-001	RELOCATION-DC		
3370	06/10/2022	FOUR SEASONS SURF CL SURFSIDE FL	$1,409.24	Business	7009-000	TRAVEL		
3371	06/10/2022	FOUR SEASONS SURF CL SURFSIDE FL	$4,287.20	Business	7009-000	TRAVEL		
3375	06/10/2022	PAYPAL *UBER 8665761039 CA	$35.68	Business	7009-000	TRAVEL		
3376	06/10/2022	PAYPAL *UBER 8665761039 CA	$36.22	Business	7009-000	TRAVEL		
3377	06/10/2022	PAYPAL *UBER 8665761039 CA	$58.11	Business	7009-000	TRAVEL		
3379	06/10/2022	UBER TRIP SAN FRANCISCO CA	$7.31	Business	7009-000	TRAVEL		
3380	06/10/2022	UBER TRIP SAN FRANCISCO CA	$45.30	Business	7009-000	TRAVEL		
3381	06/10/2022	BISTRO 31 DALLAS TX	$476.20	Business	7012-000	MEALS & ENTERTAINMENT		
3382	06/10/2022	PAYPAL *SOCCERELI08 4029357733 TX	$425.28	Business	7012-001	RELOCATION-DC		
3383	06/10/2022	PAYPAL *SOCCERELI08 4029357733 TX	$1,543.80	Business	7012-001	RELOCATION-DC		
3405	06/10/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7570-000	OFFICE SUPPLIES		
3409	06/11/2022	FOUR SEASONS CHAMPGN SURFSIDE FL	$15.58	Business	7009-000	TRAVEL		
3410	06/11/2022	FOUR SEASONS SURF SP SURFSIDE FL	$414.00	Business	7009-000	TRAVEL		
3411	06/11/2022	GITANO AT CASA FAENA MIAMI BEACH FL	$210.58	Business	7009-000	TRAVEL		
3412	06/11/2022	LYFT *RIDE SAT 7PM SAN FRANCISCO CA	$28.21	Business	7009-000	TRAVEL		
3413	06/11/2022	LYFT *RIDE SAT 8PM SAN FRANCISCO CA	$25.65	Business	7009-000	TRAVEL		
3414	06/11/2022	PARKRECEIPTS.COM -V Plano TX	$6.00	Business	7009-000	TRAVEL		
3415	06/11/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
3416	06/11/2022	PAYPAL *UBER 8665761039 CA	$21.74	Business	7009-000	TRAVEL		
3417	06/11/2022	PAYPAL *UBER 8665761039 CA	$25.35	Business	7009-000	TRAVEL		
3418	06/11/2022	PAYPAL *UBER 8665761039 CA	$55.79	Business	7009-000	TRAVEL		
3419	06/11/2022	SOULCYCLE INC. NEW YORK NY	$145.00	Business	7009-000	TRAVEL		

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3420	06/11/2022	STARBUCKS 800-782-72 SEATTLE WA	$7.86	Business	7009-000	TRAVEL		
3421	06/11/2022	TOWN OF SURFSIDE PRK SURFSIDE FL	$1.27	Business	7009-000	TRAVEL		
3422	06/11/2022	TST* THE SKELLIG BEE DALLAS TX	$31.18	Business	7012-000	MEALS & ENTERTAINMENT		
3436	06/11/2022	APPLE.COM/BILL CUPERTINO CA	$35.68	Business	7570-000	OFFICE SUPPLIES		
3443	06/12/2022	AMERICAN AIRLINES 800-433-7300 TX	$777.20	Business	7009-000	TRAVEL		
3445	06/12/2022	BT*DD *DOORDASH DOCB SAN FRANCISCO CA	$26.00	Business	7009-000	TRAVEL		
3446	06/12/2022	FAVOR AUSTIN TX	$33.18	Business	7009-000	TRAVEL		
3447	06/12/2022	FAVOR AUSTIN TX	$55.73	Business	7009-000	TRAVEL		
3448	06/12/2022	HOTEL CRESCENT COURT DALLAS TX	$643.66	Business	7009-000	TRAVEL		
3449	06/12/2022	MAKOTO BAL HARBOUR FL	$240.83	Business	7009-000	TRAVEL		
3450	06/12/2022	PAYPAL *UBER 8665761039 CA	$30.17	Business	7009-000	TRAVEL		
3451	06/12/2022	PAYPAL *UBER 8665761039 CA	$30.77	Business	7009-000	TRAVEL		
3452	06/12/2022	SOULCYCLE INC. NEW YORK NY	$3.00	Business	7009-000	TRAVEL		
3480	06/12/2022	APPLE.COM/BILL CUPERTINO CA	$5.40	Business	7570-000	OFFICE SUPPLIES		
3485	06/12/2022	PAYPAL *MY CUBE 5082519084 NY	$491.13	Business	7570-000	OFFICE SUPPLIES		
3487	06/13/2022	FAVOR AUSTIN TX	$35.48	Business	7009-000	TRAVEL		
3488	06/13/2022	FAVOR AUSTIN TX	$35.50	Business	7009-000	TRAVEL		
3490	06/13/2022	LYFT *RIDE MON 2PM SAN FRANCISCO CA	$5.86	Business	7009-000	TRAVEL		
3491	06/13/2022	LYFT *RIDE MON 2PM SAN FRANCISCO CA	$34.14	Business	7009-000	TRAVEL		
3492	06/13/2022	LYFT *RIDE MON 3PM SAN FRANCISCO CA	$5.62	Business	7009-000	TRAVEL		
3493	06/13/2022	LYFT *RIDE MON 3PM SAN FRANCISCO CA	$33.38	Business	7009-000	TRAVEL		
3494	06/13/2022	LYFT *RIDE MON 4PM SAN FRANCISCO CA	$27.32	Business	7009-000	TRAVEL		
3495	06/13/2022	LYFT *RIDE MON 7PM SAN FRANCISCO CA	$12.86	Business	7009-000	TRAVEL		
3496	06/13/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
3497	06/13/2022	SP ASSOULINE NEW YORK NY	$101.65	Business	7012-000	MEALS & ENTERTAINMENT		
3498	06/13/2022	FUBOTV INC NEW YORK NY	$75.76	Business	7530-000	DATA PROCESSING		
3499	06/13/2022	SPOTIFY USA NEW YORK NY	$17.31	Business	7530-000	DATA PROCESSING		
3514	06/13/2022	PAYPAL *JAVIT1207 4029357733 FL	$206.10	Business	7570-000	OFFICE SUPPLIES		
3517	06/14/2022	FAVOR AUSTIN TX	$34.59	Business	7009-000	TRAVEL		
3518	06/14/2022	FOUR SEASONS LIDO RE SURFSIDE FL	$185.87	Business	7009-000	TRAVEL		
3519	06/14/2022	LYFT *RIDE MON 4PM SAN FRANCISCO CA	$0.68	Business	7009-000	TRAVEL		
3520	06/14/2022	PAYPAL *UBER 8665761039 CA	$35.43	Business	7009-000	TRAVEL		
3521	06/14/2022	PAYPAL *UBER 8665761039 CA	$37.80	Business	7009-000	TRAVEL		
3522	06/14/2022	PAYPAL *UBER 8665761039 CA	$63.89	Business	7009-000	TRAVEL		
3523	06/14/2022	PURA VIDA BAY HARBOR BAY HARBOR IS FL	$136.20	Business	7009-000	TRAVEL		
3525	06/14/2022	SP ASSOULINE NEW YORK NY	$3,002.23	Business	7012-000	MEALS & ENTERTAINMENT		
3526	06/14/2022	CUBESMART 492 436845 DALLAS TX	$467.00	Business	7012-001	RELOCATION-DC		
3527	06/14/2022	CUBESMART 492 436845 DALLAS TX	$666.00	Business	7012-001	RELOCATION-DC		
3536	06/14/2022	ELITE COURIERS L.L.C 305-298-3778 FL	$150.00	Business	7570-000	OFFICE SUPPLIES		
3537	06/14/2022	PAYPAL *FEDNERC 4029357733 FL	$206.10	Business	7570-000	OFFICE SUPPLIES		
3538	06/14/2022	PAYPAL *LINDARABAHF 4029357733 FL	$360.45	Business	7570-000	OFFICE SUPPLIES		
3542	06/15/2022	DOORDASH*HARRY & IZZ SAN FRANCISCO CA	$134.95	Business	7009-000	TRAVEL		
3543	06/15/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$283.09	Business	7009-000	TRAVEL		
3544	06/15/2022	FAVOR AUSTIN TX	$28.88	Business	7009-000	TRAVEL		
3545	06/15/2022	LYFT *RIDE WED 3PM SAN FRANCISCO CA	$58.62	Business	7009-000	TRAVEL		
3547	06/15/2022	PAYPAL *UBER 8665761039 CA	$10.00	Business	7009-000	TRAVEL		
3548	06/15/2022	PAYPAL *UBER 8665761039 CA	$30.20	Business	7009-000	TRAVEL		
3549	06/15/2022	PAYPAL *UBER 8665761039 CA	$32.17	Business	7009-000	TRAVEL		
3550	06/15/2022	SOULCYCLE INC. NEW YORK NY	$3.00	Business	7009-000	TRAVEL		
3551	06/15/2022	WHOLEFDS MKS#10597 0 INDIANAPOLIS IN	$31.99	Business	7009-000	TRAVEL		
3553	06/15/2022	FOUR SEASONS CLUB AC IRVING TX	$2,224.24	Business	7012-000	MEALS & ENTERTAINMENT		
3555	06/15/2022	CUBESMART 492 436845 DALLAS TX	$635.00	Business	7012-001	RELOCATION-DC		
3556	06/15/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$402.04	Business	7012-001	RELOCATION-DC		
3557	06/15/2022	WHITE GLOVE STORAGE AUSTIN TX	$2,245.95	Business	7012-001	RELOCATION-DC		
3559	06/15/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
3572	06/15/2022	AMERICAN ARBITRATION NEW YORK NY	$6,275.00	Business	7584-000	LEGAL AND AUDIT		
3573	06/16/2022	BT*DD *DOORDASH FFJA SAN FRANCISCO CA	$26.67	Business	7009-000	TRAVEL		
3574	06/16/2022	BT*DD *DOORDASH SIXT SAN FRANCISCO CA	$178.27	Business	7009-000	TRAVEL		
3576	06/16/2022	CVS/PHARMACY #10903 INDIANAPOLIS IN	$188.02	Business	7009-000	TRAVEL		
3577	06/16/2022	DOORDASH*CVS SAN FRANCISCO CA	$46.10	Business	7009-000	TRAVEL		
3578	06/16/2022	LYFT *RIDE THU 7PM SAN FRANCISCO CA	$21.01	Business	7009-000	TRAVEL		
3579	06/16/2022	PAYPAL *UBER EATS 8665761039 CA	$9.83	Business	7009-000	TRAVEL		
3580	06/16/2022	PAYPAL *UBER EATS 8665761039 CA	$49.18	Business	7009-000	TRAVEL		
3583	06/16/2022	SOULCYCLE NEW YORK NY	$115.00	Business	7009-000	TRAVEL		
3584	06/16/2022	STARBUCKS 800-782-72 SEATTLE WA	$25.00	Business	7009-000	TRAVEL		
3585	06/16/2022	TIDE CLEANERS 128709 INDIANAPOLIS IN	$45.74	Business	7009-000	TRAVEL		
3588	06/16/2022	DRIP COFFEE CO. 2 DALLAS TX	$6.74	Business	7012-000	MEALS & ENTERTAINMENT		
3589	06/16/2022	EATZI'S - OAK LAWN 0 DALLAS TX	$44.00	Business	7012-000	MEALS & ENTERTAINMENT		
3590	06/16/2022	HORCHOW.COM 800-456- IRVING US	$24.04	Business	7012-000	MEALS & ENTERTAINMENT		
3597	06/16/2022	APPLE.COM/BILL CUPERTINO CA	$7.57	Business	7570-000	OFFICE SUPPLIES		
3600	06/16/2022	PAYPAL *NUTRAFOL 8884543320 NY	$79.00	Business	7570-000	OFFICE SUPPLIES		
3602	06/17/2022	BT*DD *DOORDASH ASCE SAN FRANCISCO CA	$43.11	Business	7009-000	TRAVEL		
3603	06/17/2022	BT*DD *DOORDASH BROB SAN FRANCISCO CA	$33.76	Business	7009-000	TRAVEL		
3604	06/17/2022	FAVOR AUSTIN TX	$31.34	Business	7009-000	TRAVEL		
3606	06/17/2022	PREMIER TRANSPORTATI DALLAS CA	$132.65	Business	7009-000	TRAVEL		
3607	06/17/2022	SOULCYCLE INC. NEW YORK NY	$124.00	Business	7009-000	TRAVEL		
3609	06/17/2022	UBER EATS SAN FRANCISCO CA	$47.34	Business	7009-000	TRAVEL		
3610	06/17/2022	UBER TRIP SAN FRANCISCO CA	$21.12	Business	7009-000	TRAVEL		
3611	06/17/2022	UBER TRIP SAN FRANCISCO CA	$56.11	Business	7009-000	TRAVEL		
3612	06/17/2022	UBER TRIP SAN FRANCISCO CA	$140.31	Business	7009-000	TRAVEL		
3613	06/17/2022	WESTIN DALLAS DOWNTO DALLAS TX	$10.00	Business	7009-000	TRAVEL		
3614	06/17/2022	DOC BS UPTOWN DALLAS DALLAS TX	$82.82	Business	7012-000	MEALS & ENTERTAINMENT		
3615	06/17/2022	DRIP COFFEE CO. 2 DALLAS TX	$2.92	Business	7012-000	MEALS & ENTERTAINMENT		
3616	06/17/2022	HUDSON HOUSE LAS COL IRVING TX	$67.29	Business	7012-000	MEALS & ENTERTAINMENT		
3617	06/17/2022	TST* ASCENSION COFFE DALLAS TX	$8.01	Business	7012-000	MEALS & ENTERTAINMENT		
3618	06/17/2022	TST* ASCENSION COFFE DALLAS TX	$47.13	Business	7012-000	MEALS & ENTERTAINMENT		
3619	06/17/2022	WHITE GLOVE STORAGE AUSTIN TX	$11,293.92	Business	7012-001	RELOCATION-DC		
3620	06/17/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
3628	06/18/2022	BT*DD *DOORDASH PECA SAN FRANCISCO CA	$197.72	Business	7009-000	TRAVEL		
3629	06/18/2022	CVS/PHARMACY #10758 DALLAS TX	$51.94	Business	7009-000	TRAVEL		
3630	06/18/2022	FAVOR AUSTIN TX	$29.25	Business	7009-000	TRAVEL		
3631	06/18/2022	PELOTON* MEMBERSHIP NEW YORK CITY NY	$44.00	Business	7009-000	TRAVEL		
3632	06/18/2022	UBER TRIP SAN FRANCISCO CA	$132.41	Business	7009-000	TRAVEL		
3633	06/18/2022	HONOR BAR 214.780.09 DALLAS TX	$56.30	Business	7012-000	MEALS & ENTERTAINMENT		
3635	06/18/2022	TST* ASCENSION COFFE DALLAS TX	$15.39	Business	7012-000	MEALS & ENTERTAINMENT		
3636	06/18/2022	TST* ASCENSION COFFE DALLAS TX	$17.32	Business	7012-000	MEALS & ENTERTAINMENT		
3637	06/18/2022	TST* ASCENSION COFFE DALLAS TX	$53.53	Business	7012-000	MEALS & ENTERTAINMENT		

Credit Card

Privileged and Confidential
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Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
3638	06/18/2022	PAYPAL *SOCCERELI08 4029357733 TX	$566.25	Business	7012-001	RELOCATION-DC		
3655	06/18/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7570-000	OFFICE SUPPLIES		
3656	06/19/2022	BT*DD *DOORDASH BLUE SAN FRANCISCO CA	$46.32	Business	7009-000	TRAVEL		
3657	06/19/2022	BT*DD *DOORDASH MOXI SAN FRANCISCO CA	$105.04	Business	7009-000	TRAVEL		
3658	06/19/2022	CLASSPASS* MONTHLY NEW YORK CITY NY	$59.00	Business	7009-000	TRAVEL		
3659	06/19/2022	FAVOR AUSTIN TX	$53.02	Business	7009-000	TRAVEL		
3660	06/19/2022	HOTEL CRESCENT COURT DALLAS TX	$1,080.85	Business	7009-000	TRAVEL		
3661	06/19/2022	HOTELSCOM91691185929 HOTELS.COM WA	$47.61	Business	7009-000	TRAVEL		
3663	06/19/2022	SOULCYCLE INC. NEW YORK NY	$3.00	Business	7009-000	TRAVEL		
3664	06/19/2022	STARBUCKS 800-782-72 SEATTLE WA	$25.00	Business	7009-000	TRAVEL		
3665	06/19/2022	STARBUCKS STORE 2574 DALLAS TX	$6.44	Business	7009-000	TRAVEL		
3666	06/19/2022	TST* HICKORY BBQ - D DFW AIRPORT TX	$11.37	Business	7009-000	TRAVEL		
3667	06/19/2022	TST* HICKORY BBQ - D DFW AIRPORT TX	$31.18	Business	7009-000	TRAVEL		
3668	06/19/2022	UBER POSTMATES SAN FRANCISCO CA	$6.84	Business	7009-000	TRAVEL		
3669	06/19/2022	UBER TRIP SAN FRANCISCO CA	$15.34	Business	7009-000	TRAVEL		
3670	06/19/2022	UBER TRIP SAN FRANCISCO CA	$95.73	Business	7009-000	TRAVEL		
3671	06/19/2022	UBER TRIP SAN FRANCISCO CA	$132.87	Business	7009-000	TRAVEL		
3672	06/19/2022	TST* ASCENSION COFFE DALLAS TX	$15.08	Business	7012-000	MEALS & ENTERTAINMENT		
3673	06/19/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$166.50	Business	7012-001	RELOCATION-DC		
3674	06/19/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$402.04	Business	7012-001	RELOCATION-DC		
3678	06/19/2022	GOOGLE *YOUTUBE TV G.CO/HELPPAY# CA	$70.35	Business	7530-000	DATA PROCESSING		
3679	06/19/2022	SPECTRUM 855-707-7328 MO	$320.25	Business	7530-000	DATA PROCESSING		
3686	06/20/2022	BT*DD *DOORDASH ASCE SAN FRANCISCO CA	$85.36	Business	7009-000	TRAVEL		
3687	06/20/2022	BT*DD *DOORDASH DOCB SAN FRANCISCO CA	$133.39	Business	7009-000	TRAVEL		
3688	06/20/2022	BT*DD *DOORDASH FFJA SAN FRANCISCO CA	$23.86	Business	7009-000	TRAVEL		
3689	06/20/2022	HOTEL CRESCENT COURT DALLAS TX	$159.72	Business	7009-000	TRAVEL		
3691	06/20/2022	UBER EATS SAN FRANCISCO CA	$60.00	Business	7009-000	TRAVEL		
3692	06/20/2022	UBER TRIP SAN FRANCISCO CA	$64.55	Business	7009-000	TRAVEL		
3693	06/20/2022	DRIP COFFEE CO. 2 Dallas TX	$5.85	Business	7012-000	MEALS & ENTERTAINMENT		
3694	06/20/2022	MERIT HIGHLAND PARK Dallas TX	$13.57	Business	7012-000	MEALS & ENTERTAINMENT		
3695	06/20/2022	R+D DALLAS214.890.79 DALLAS TX	$112.34	Business	7012-000	MEALS & ENTERTAINMENT		
3697	06/20/2022	PAYPAL *WETRANSFER 003120810077 9	$148.53	Business	7530-000	DATA PROCESSING		
3706	06/21/2022	BT*DD *DOORDASH ASCE SAN FRANCISCO CA	$80.85	Business	7009-000	TRAVEL		
3707	06/21/2022	BT*DD *DOORDASH CAMP SAN FRANCISCO CA	$57.67	Business	7009-000	TRAVEL		
3708	06/21/2022	FAVOR AUSTIN TX	$28.97	Business	7009-000	TRAVEL		
3709	06/21/2022	FAVOR AUSTIN TX	$35.05	Business	7009-000	TRAVEL		
3710	06/21/2022	PAYPAL *UBER 8665761039 CA	$21.45	Business	7009-000	TRAVEL		
3711	06/21/2022	PAYPAL *UBER 8665761039 CA	$34.78	Business	7009-000	TRAVEL		
3712	06/21/2022	PAYPAL *UBER 8665761039 CA	$45.06	Business	7009-000	TRAVEL		
3713	06/21/2022	PIADA - 18 INDIANAPOLIS IN	$21.08	Business	7009-000	TRAVEL		
3715	06/21/2022	SOULCYCLE INC. NEW YORK NY	$145.00	Business	7009-000	TRAVEL		
3717	06/21/2022	HUDSON HOUSE LAS COL IRVING TX	$26.57	Business	7012-000	MEALS & ENTERTAINMENT		
3718	06/21/2022	TST* CARBONE - DALLA DALLAS TX	$390.83	Business	7012-000	MEALS & ENTERTAINMENT		
3719	06/21/2022	PRIME VIDEO*PO3FX4UW 888-802-3080 WA	$9.73	Business	7530-000	DATA PROCESSING		
3720	06/21/2022	PRIME VIDEO*Z82IT2DG 888-802-3080 WA	$48.70	Business	7530-000	DATA PROCESSING		
3721	06/21/2022	SPOTIFY NEW YORK NY	$10.81	Business	7530-000	DATA PROCESSING		
3724	06/22/2022	American Airlines FT WORTH TX	$2,664.21	Business	7009-000	TRAVEL		
3725	06/22/2022	BT*DD *DOORDASH ASCE SAN FRANCISCO CA	$46.31	Business	7009-000	TRAVEL		
3726	06/22/2022	DOORDASH*CITY BARBEQ SAN FRANCISCO CA	$58.20	Business	7009-000	TRAVEL		
3728	06/22/2022	LYFT *RIDE WED 7PM SAN FRANCISCO CA	$21.88	Business	7009-000	TRAVEL		
3729	06/22/2022	LYFT *RIDE WED 9PM SAN FRANCISCO CA	$21.88	Business	7009-000	TRAVEL		
3731	06/22/2022	UBER EATS SAN FRANCISCO CA	$59.00	Business	7009-000	TRAVEL		
3732	06/22/2022	DRIP COFFE* DRIP COF DALLAS TX	$5.51	Business	7012-000	MEALS & ENTERTAINMENT		
3733	06/22/2022	HUDSON HOUSE LAS COL IRVING TX	$26.57	Business	7012-000	MEALS & ENTERTAINMENT		
3734	06/22/2022	LALALAND 3330 OAK LA Dallas TX	$13.51	Business	7012-000	MEALS & ENTERTAINMENT		
3735	06/22/2022	MUSUME 0217700216732 DALLAS TX	$158.40	Business	7012-000	MEALS & ENTERTAINMENT		
3736	06/22/2022	TST* ASCENSION COFFE DALLAS TX	$19.88	Business	7012-000	MEALS & ENTERTAINMENT		
3738	06/22/2022	KEYLESSACCESSLOCKS.C BOCA RATON FL	$479.69	Business	7570-000	OFFICE SUPPLIES		
3744	06/23/2022	DOORDASH*CITY BARBEQ SAN FRANCISCO CA	$72.69	Business	7009-000	TRAVEL		
3745	06/23/2022	FAVOR AUSTIN TX	$21.34	Business	7009-000	TRAVEL		
3748	06/23/2022	SOUTHWEST AIRLINES (DALLAS TX	$520.98	Business	7009-000	TRAVEL		
3750	06/23/2022	EQUINOX MOTO #451 45 DALLAS TX	$197.02	Business	7012-000	MEALS & ENTERTAINMENT		
3751	06/23/2022	EQUINOX MOTO #451 45 DALLAS TX	$303.10	Business	7012-000	MEALS & ENTERTAINMENT		
3752	06/23/2022	HONOR BAR 214.780.09 DALLAS TX	$53.47	Business	7012-000	MEALS & ENTERTAINMENT		
3753	06/23/2022	TANGO ROOM DALLAS TX	$590.37	Business	7012-000	MEALS & ENTERTAINMENT		
3754	06/23/2022	TST* ASCENSION COFFE DALLAS TX	$10.59	Business	7012-000	MEALS & ENTERTAINMENT		
3755	06/23/2022	TST* ASCENSION COFFE DALLAS TX	$12.50	Business	7012-000	MEALS & ENTERTAINMENT		
3756	06/23/2022	PAYPAL *SOCCERELI08 4029357733 TX	$257.55	Business	7012-001	RELOCATION-DC		
3762	06/23/2022	APPLE.COM/BILL CUPERTINO CA	$7.57	Business	7570-000	OFFICE SUPPLIES		
3763	06/23/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7570-000	OFFICE SUPPLIES		
3767	06/24/2022	ALL STAR TRANSPORTAT Truckee CA	$167.50	Business	7009-000	TRAVEL		
3768	06/24/2022	American Airlines FT WORTH TX	$38.64	Business	7009-000	TRAVEL		
3769	06/24/2022	American Airlines FT WORTH TX	$542.60	Business	7009-000	TRAVEL		
3770	06/24/2022	CISCO BREWERS, INC Nantucket MA	$48.00	Business	7009-000	TRAVEL		
3771	06/24/2022	CISCO BREWERS, INC Nantucket MA	$221.00	Business	7009-000	TRAVEL		
3772	06/24/2022	FAVOR AUSTIN TX	$21.73	Business	7009-000	TRAVEL		
3774	06/24/2022	LYFT *RIDE FRI 10A SAN FRANCISCO CA	$63.42	Business	7009-000	TRAVEL		
3775	06/24/2022	LYFT *RIDE FRI 11A SAN FRANCISCO CA	$7.64	Business	7009-000	TRAVEL		
3776	06/24/2022	LYFT *RIDE FRI 11A SAN FRANCISCO CA	$47.36	Business	7009-000	TRAVEL		
3777	06/24/2022	LYFT *RIDE FRI 11P SAN FRANCISCO CA	$71.24	Business	7009-000	TRAVEL		
3778	06/24/2022	LYFT *RIDE FRI 1PM SAN FRANCISCO CA	$7.64	Business	7009-000	TRAVEL		
3779	06/24/2022	LYFT *RIDE FRI 1PM SAN FRANCISCO CA	$35.36	Business	7009-000	TRAVEL		
3780	06/24/2022	LYFT *RIDE FRI 4PM SAN FRANCISCO CA	$5.32	Business	7009-000	TRAVEL		
3781	06/24/2022	LYFT *RIDE FRI 4PM SAN FRANCISCO CA	$29.68	Business	7009-000	TRAVEL		
3782	06/24/2022	MILLIE'S Nantucket MA	$14.40	Business	7009-000	TRAVEL		
3783	06/24/2022	RNORZ LIVING ROOM 16 Truckee CA	$137.99	Business	7009-000	TRAVEL		
3784	06/24/2022	RNORZ MANZANITA 1615 Truckee CA	$193.46	Business	7009-000	TRAVEL		
3785	06/24/2022	TINKER CAFE 65000001 INDIANAPOLIS IN	$15.62	Business	7009-000	TRAVEL		
3787	06/24/2022	UBER TRIP SAN FRANCISCO CA	$10.00	Business	7009-000	TRAVEL		
3788	06/24/2022	UBER TRIP SAN FRANCISCO CA	$11.97	Business	7009-000	TRAVEL		
3789	06/24/2022	UBER TRIP SAN FRANCISCO CA	$53.73	Business	7009-000	TRAVEL		
3790	06/24/2022	TST* ASCENSION COFFE DALLAS TX	$12.50	Business	7012-000	MEALS & ENTERTAINMENT		
3791	06/24/2022	TST* THE GEM - LUTHE DALLAS TX	$59.28	Business	7012-000	MEALS & ENTERTAINMENT		
3792	06/24/2022	SPECTRUM 855-707-7328 MO	$169.69	Business	7530-000	DATA PROCESSING		
3795	06/24/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7570-000	OFFICE SUPPLIES		
3797	06/25/2022	AMERICAN AIRLINES 800-433-7300 TX	$57.80	Business	7009-000	TRAVEL		
3798	06/25/2022	AMERICAN AIRLINES 800-433-7300 TX	$69.34	Business	7009-000	TRAVEL		

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Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
3799	06/25/2022	AMERICAN AIRLINES 800-433-7300 TX	$1,107.21	Business	7009-000	TRAVEL		
3800	06/25/2022	AMERICAN AIRLINES 800-433-7300 TX	$1,107.21	Business	7009-000	TRAVEL		
3801	06/25/2022	FAST LANE #4 TRUCKEE CA	$150.00	Business	7009-000	TRAVEL		
3802	06/25/2022	FAVOR AUSTIN TX	$23.18	Business	7009-000	TRAVEL		
3803	06/25/2022	FAVOR AUSTIN TX	$35.25	Business	7009-000	TRAVEL		
3804	06/25/2022	FAVOR AUSTIN TX	$35.25	Business	7009-000	TRAVEL		
3805	06/25/2022	FAVOR AUSTIN TX	$35.68	Business	7009-000	TRAVEL		
3806	06/25/2022	LYFT *RIDE FRI 11P SAN FRANCISCO CA	$0.76	Business	7009-000	TRAVEL		
3807	06/25/2022	RNORZ CAFE BLUE 1615 Truckee CA	$18.16	Business	7009-000	TRAVEL		
3808	06/25/2022	RNORZ MANZANITA 1615 Truckee CA	$37.39	Business	7009-000	TRAVEL		
3809	06/25/2022	UBER TRIP SAN FRANCISCO CA	$5.00	Business	7009-000	TRAVEL		
3810	06/25/2022	UBER TRIP SAN FRANCISCO CA	$10.45	Business	7009-000	TRAVEL		
3811	06/25/2022	UBER TRIP SAN FRANCISCO CA	$13.45	Business	7009-000	TRAVEL		
3812	06/25/2022	UBER TRIP SAN FRANCISCO CA	$23.65	Business	7009-000	TRAVEL		
3813	06/25/2022	UBER TRIP SAN FRANCISCO CA	$26.76	Business	7009-000	TRAVEL		
3814	06/25/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$125.66	Business	7012-001	RELOCATION-DC		
3827	06/25/2022	APPLE.COM/BILL CUPERTINO CA	$43.29	Business	7570-000	OFFICE SUPPLIES		
3829	06/26/2022	American Airlines FT WORTH TX	$46.23	Business	7009-000	TRAVEL		
3830	06/26/2022	American Airlines FT WORTH TX	$747.20	Business	7009-000	TRAVEL		
3831	06/26/2022	FAVOR AUSTIN TX	$32.78	Business	7009-000	TRAVEL		
3832	06/26/2022	FAVOR AUSTIN TX	$35.68	Business	7009-000	TRAVEL		
3833	06/26/2022	GRAND BEACH HOTEL BA SURFSIDE FL	$653.76	Business	7009-000	TRAVEL		
3834	06/26/2022	GRAND BEACH HOTEL BA SURFSIDE FL	$653.76	Business	7009-000	TRAVEL		
3835	06/26/2022	LA COLOMBE TERMINAL PHILADELPHIA PA	$7.64	Business	7009-000	TRAVEL		
3836	06/26/2022	RNORZ CAFE BLUE 1615 Truckee CA	$55.88	Business	7009-000	TRAVEL		
3837	06/26/2022	RNORZ LIVING ROOM 16 Truckee CA	$134.75	Business	7009-000	TRAVEL		
3838	06/26/2022	SKY ASIAN BISTRO PHILADELPHIA PA	$55.07	Business	7009-000	TRAVEL		
3839	06/26/2022	SKY ASIAN BISTRO PHILADELPHIA PA	$136.23	Business	7009-000	TRAVEL		
3840	06/26/2022	TST* CORNER TABLE CA NANTUCKET MA	$11.43	Business	7009-000	TRAVEL		
3841	06/26/2022	TST* COTTONWOOD REST TRUCKEE CA	$101.32	Business	7009-000	TRAVEL		
3842	06/26/2022	TST* MOODY'S BISTRO, TRUCKEE CA	$160.48	Business	7009-000	TRAVEL		
3843	06/26/2022	UBER TRIP SAN FRANCISCO CA	$5.35	Business	7009-000	TRAVEL		
3844	06/26/2022	UBER TRIP SAN FRANCISCO CA	$15.45	Business	7009-000	TRAVEL		
3845	06/26/2022	UBER TRIP SAN FRANCISCO CA	$21.33	Business	7009-000	TRAVEL		
3846	06/26/2022	VOYAGE TRANSPORTATIO Carnelian Bay CA	$209.00	Business	7009-000	TRAVEL		
3847	06/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		
3848	06/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		
3850	06/26/2022	HLU*HULU 17107704553 HULU.COM/BILL CA	$86.59	Business	7530-000	DATA PROCESSING		
3856	06/27/2022	MARATHON PETRO194134 INDIANAPOLIS IN	$10.00	Business	7005-000	FUEL		
3857	06/27/2022	MARATHON PETRO194134 INDIANAPOLIS IN	$99.84	Business	7005-000	FUEL		
3858	06/27/2022	American Airlines FT WORTH TX	$486.60	Business	7009-000	TRAVEL		
3859	06/27/2022	DARK HORSE COFFEE RO Truckee CA	$20.70	Business	7009-000	TRAVEL		
3860	06/27/2022	FAVOR AUSTIN TX	$21.36	Business	7009-000	TRAVEL		
3861	06/27/2022	HOTELSCOM72334228527 HOTELS.COM WA	$248.01	Business	7009-000	TRAVEL		
3862	06/27/2022	HOTELSCOM72334517594 HOTELS.COM WA	$1,461.40	Business	7009-000	TRAVEL		
3863	06/27/2022	HOTELSCOM72334518105 HOTELS.COM WA	$678.84	Business	7009-000	TRAVEL		
3864	06/27/2022	RNORZ CAFE BLUE 1615 Truckee CA	$14.07	Business	7009-000	TRAVEL		
3865	06/27/2022	RNORZ CAFE BLUE 1615 Truckee CA	$29.90	Business	7009-000	TRAVEL		
3868	06/27/2022	CUBESMART 492 436845 DALLAS TX	$1,102.00	Business	7012-001	RELOCATION-DC		
3872	06/28/2022	FAVOR AUSTIN TX	$21.39	Business	7009-000	TRAVEL		
3874	06/28/2022	RED TRUCK TAHOE Truckee CA	$18.01	Business	7009-000	TRAVEL		
3875	06/28/2022	UBER EATS SAN FRANCISCO CA	$53.89	Business	7009-000	TRAVEL		
3876	06/28/2022	UBER TRIP SAN FRANCISCO CA	$4.26	Business	7009-000	TRAVEL		
3877	06/28/2022	TST* ASCENSION COFFE DALLAS TX	$7.38	Business	7012-000	MEALS & ENTERTAINMENT		
3878	06/28/2022	TST* ASCENSION COFFE DALLAS TX	$74.08	Business	7012-000	MEALS & ENTERTAINMENT		
3879	06/28/2022	HLU*HULU 20797497327 HULU.COM/BILL CA	$7.57	Business	7530-000	DATA PROCESSING		
3882	06/28/2022	FAVOR AUSTIN TX	$29.45	Business	7005-000	FUEL		
3883	06/28/2022	ALL STAR TRANSPORTAT RENO NV	$162.50	Business	7009-000	TRAVEL		
3884	06/28/2022	PAYPAL *UBER 8665761039 CA	$19.68	Business	7009-000	TRAVEL		
3885	06/28/2022	PAYPAL *UBER 8665761039 CA	$19.91	Business	7009-000	TRAVEL		
3887	06/28/2022	PURGATORY GOLF CLUB RESTON VA	$266.17	Business	7009-000	TRAVEL		
3888	06/28/2022	RNORZ CAFE BLUE 1615 Truckee CA	$10.00	Business	7009-000	TRAVEL		
3889	06/28/2022	STARBUCKS 800-782-72 SEATTLE WA	$25.00	Business	7009-000	TRAVEL		
3890	06/28/2022	NOBU DALLAS DALLAS TX	$162.86	Business	7012-000	MEALS & ENTERTAINMENT		
3892	06/28/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7570-000	OFFICE SUPPLIES		
3893	06/28/2022	APPLE.COM/BILL CUPERTINO CA	$28.13	Business	7570-000	OFFICE SUPPLIES		
3897	06/29/2022	BT*DD *DOORDASH THEW SAN FRANCISCO CA	$53.05	Business	7009-000	TRAVEL		
3898	06/29/2022	SOULCYCLE INC. NEW YORK NY	$7.00	Business	7009-000	TRAVEL		
3899	06/29/2022	STRUCTURED FINANCE I WASHINGTON DC	$895.00	Business	7009-000	TRAVEL		
3900	06/29/2022	R+D DALLAS214.890.79 DALLAS TX	$42.72	Business	7012-000	MEALS & ENTERTAINMENT		
3901	06/29/2022	R+D DALLAS214.890.79 DALLAS TX	$75.87	Business	7012-000	MEALS & ENTERTAINMENT		
3902	06/29/2022	TST* ASCENSION COFFE DALLAS TX	$14.76	Business	7012-000	MEALS & ENTERTAINMENT		
3906	06/29/2022	APPLE.COM/BILL CUPERTINO CA	$14.06	Business	7570-000	OFFICE SUPPLIES		
3907	06/29/2022	APPLE.COM/US CUPERTINO CA	$104.86	Business	7570-000	OFFICE SUPPLIES		
3913	06/30/2022	FAVOR AUSTIN TX	$29.45	Business	7005-000	FUEL		
3914	06/30/2022	ABC*DESTINATIONDALLA ALLEN TX	$32.46	Business	7009-000	TRAVEL		
3915	06/30/2022	BT*DD *DOORDASH FFJA SAN FRANCISCO CA	$23.86	Business	7009-000	TRAVEL		
3916	06/30/2022	BT*DD *DOORDASH MUSU SAN FRANCISCO CA	$101.84	Business	7009-000	TRAVEL		
3917	06/30/2022	BT*DD *DOORDASH SHAK SAN FRANCISCO CA	$24.99	Business	7009-000	TRAVEL		
3918	06/30/2022	BT*DD *DOORDASH SWEE SAN FRANCISCO CA	$45.88	Business	7009-000	TRAVEL		
3919	06/30/2022	CVS/PHARMACY #10903 INDIANAPOLIS IN	$115.33	Business	7009-000	TRAVEL		
3920	06/30/2022	HOTEL CRESCENT COURT DALLAS TX	$490.39	Business	7009-000	TRAVEL		
3921	06/30/2022	HOTELSCOM72336571732 HOTELS.COM WA	$379.21	Business	7009-000	TRAVEL		
3922	06/30/2022	LYFT *RIDE THU 4PM SAN FRANCISCO CA	$18.24	Business	7009-000	TRAVEL		
3923	06/30/2022	PAYPAL *UBER 8665761039 CA	$25.75	Business	7009-000	TRAVEL		
3924	06/30/2022	PAYPAL *UBER 8665761039 CA	$32.56	Business	7009-000	TRAVEL		
3925	06/30/2022	SOULCYCLE NEW YORK NY	$124.00	Business	7009-000	TRAVEL		
3926	06/30/2022	SOULCYCLE INC. NEW YORK NY	$7.00	Business	7009-000	TRAVEL		
3928	06/30/2022	MUSUME 0217700216732 DALLAS TX	$141.24	Business	7012-000	MEALS & ENTERTAINMENT		
3930	06/30/2022	PRIME VIDEO *CT7GI75 888-802-3080 WA	$4.32	Business	7530-000	DATA PROCESSING		
3931	06/30/2022	PRIME VIDEO*KB7942WF 888-802-3080 WA	$11.90	Business	7530-000	DATA PROCESSING		
3935	07/01/2022	BT*DD *DOORDASH REAL SAN FRANCISCO CA	$51.52	Business	7009-000	TRAVEL		
3936	07/01/2022	CVS/PHARMACY #06549 INDIANAPOLIS IN	$13.90	Business	7009-000	TRAVEL		
3937	07/01/2022	DOORDASH*SWEETGREEN SAN FRANCISCO CA	$77.87	Business	7009-000	TRAVEL		
3938	07/01/2022	FOUR SEASONS SURF CL SURFSIDE FL	$521.68	Business	7009-000	TRAVEL		
3939	07/01/2022	HERTZ CAR RENTAL 800-654-4173 OK	$871.61	Business	7009-000	TRAVEL		
3940	07/01/2022	DRIP COFFE* DRIP COF DALLAS TX	$4.98	Business	7012-000	MEALS & ENTERTAINMENT		

Credit Card

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Filtered Total $ 1,180,681.29
Total $ 1,180,681.29

Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
3941	07/01/2022	DRIP COFFEE CO. 2 Dallas TX	$19.81	Business	7012-000	MEALS & ENTERTAINMENT		
3942	07/01/2022	R+D DALLAS214.890.79 DALLAS TX	$113.01	Business	7012-000	MEALS & ENTERTAINMENT		
3943	07/01/2022	BT*AUDIOBOOKS.COM PRINCE FREDERCK MD	$16.18	Business	7530-000	DATA PROCESSING		
3949	07/01/2022	PAYPAL *MICROSOFT MI 8006427676 WA	$108.24	Business	7570-000	OFFICE SUPPLIES		
3954	07/02/2022	4TE*POST ALARM SYSTE ARCADIA CA	$43.00	Business	7012-001	RELOCATION-DC		
3955	07/02/2022	American Airlines FT WORTH TX	$1,198.61	Business	7009-000	TRAVEL		
3956	07/02/2022	BT*DD *DOORDASH DOCB SAN FRANCISCO CA	$49.48	Business	7009-000	TRAVEL		
3957	07/02/2022	BT*DD *DOORDASH DOCB SAN FRANCISCO CA	$74.40	Business	7009-000	TRAVEL		
3958	07/02/2022	COSMOPOL-RESERVATION LAS VEGAS NV	$365.08	Business	7009-000	TRAVEL		
3959	07/02/2022	CRISP & GREEN - HILL DALLAS TX	$28.58	Business	7009-000	TRAVEL		
3960	07/02/2022	HOTELSCOM72338169399 HOTELS.COM WA	$1,070.60	Business	7009-000	TRAVEL		
3961	07/02/2022	SOULCYCLE INC. NEW YORK NY	$7.00	Business	7009-000	TRAVEL		
3962	07/02/2022	DALRZ PMS 1616122700 Dallas TX	$1,361.39	Business	7012-000	MEALS & ENTERTAINMENT		
3963	07/02/2022	HALL ARTS HOTEL HALL DALLAS TX	$36.00	Business	7012-000	MEALS & ENTERTAINMENT		
3964	07/02/2022	HILLSTONE 214.691.89 DALLAS TX	$103.68	Business	7012-000	MEALS & ENTERTAINMENT		
3966	07/02/2022	APPLE.COM/BILL CUPERTINO CA	$9.99	Business	7570-000	OFFICE SUPPLIES		
3970	07/03/2022	AMERICAN AIRLINES 800-433-7300 TX	$431.20	Business	7009-000	TRAVEL		
3971	07/03/2022	American Airlines FT WORTH TX	$51.81	Business	7009-000	TRAVEL		
3972	07/03/2022	American Airlines FT WORTH TX	$86.40	Business	7009-000	TRAVEL		
3973	07/03/2022	American Airlines FT WORTH TX	$334.20	Business	7009-000	TRAVEL		
3974	07/03/2022	American Airlines FT WORTH TX	$428.60	Business	7009-000	TRAVEL		
3975	07/03/2022	American Airlines FT WORTH TX	$1,146.60	Business	7009-000	TRAVEL		
3976	07/03/2022	American Airlines FT WORTH TX	$1,146.60	Business	7009-000	TRAVEL		
3977	07/03/2022	American Airlines FT WORTH TX	$1,146.60	Business	7009-000	TRAVEL		
3978	07/03/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$41.34	Business	7009-000	TRAVEL		
3979	07/03/2022	BT*DD *DOORDASH REAL SAN FRANCISCO CA	$34.08	Business	7009-000	TRAVEL		
3980	07/03/2022	BT*DD *DOORDASH SWEE SAN FRANCISCO CA	$100.29	Business	7009-000	TRAVEL		
3981	07/03/2022	CCI*CARE.COM 737-202-3114 MA	$83.15	Business	7009-000	TRAVEL		
3983	07/03/2022	LYFT *RIDE SUN 5PM SAN FRANCISCO CA	$17.57	Business	7009-000	TRAVEL		
3984	07/03/2022	LYFT *RIDE SUN 5PM SAN FRANCISCO CA	$112.43	Business	7009-000	TRAVEL		
3985	07/03/2022	LYFT *RIDE SUN 8PM SAN FRANCISCO CA	$20.62	Business	7009-000	TRAVEL		
3986	07/03/2022	LYFT *RIDE SUN 8PM SAN FRANCISCO CA	$134.38	Business	7009-000	TRAVEL		
3987	07/03/2022	LYFT *RIDE SUN 9PM SAN FRANCISCO CA	$14.59	Business	7009-000	TRAVEL		
3988	07/03/2022	STARBUCKS 800-782-72 SEATTLE WA	$25.00	Business	7009-000	TRAVEL		
3989	07/03/2022	DRIP COFFEE CO. 2 Dallas TX	$3.03	Business	7012-000	MEALS & ENTERTAINMENT		
3990	07/03/2022	LUCKYS CAFE 719 DALLAS TX	$64.40	Business	7012-000	MEALS & ENTERTAINMENT		
3991	07/03/2022	MERIT HIGHLAND PARK Dallas TX	$7.50	Business	7012-000	MEALS & ENTERTAINMENT		
3997	07/04/2022	BT*DD *DOORDASH ASCE SAN FRANCISCO CA	$50.87	Business	7009-000	TRAVEL		
3998	07/04/2022	BT*DD *DOORDASH ASCE SAN FRANCISCO CA	$72.96	Business	7009-000	TRAVEL		
3999	07/04/2022	BT*DD *DOORDASH MOXI SAN FRANCISCO CA	$98.37	Business	7009-000	TRAVEL		
4000	07/04/2022	HOTELSCOM91555039369 HOTELS.COM WA	$454.20	Business	7009-000	TRAVEL		
4001	07/04/2022	HOTELSCOM91693815290 HOTELS.COM WA	$321.81	Business	7009-000	TRAVEL		
4002	07/04/2022	LYFT *RIDE MON 10A SAN FRANCISCO CA	$5.51	Business	7009-000	TRAVEL		
4003	07/04/2022	LYFT *RIDE MON 10A SAN FRANCISCO CA	$25.49	Business	7009-000	TRAVEL		
4004	07/04/2022	LYFT *RIDE MON 1PM SAN FRANCISCO CA	$22.76	Business	7009-000	TRAVEL		
4005	07/04/2022	LYFT *RIDE MON 1PM SAN FRANCISCO CA	$25.24	Business	7009-000	TRAVEL		
4006	07/04/2022	LYFT *RIDE MON 2PM SAN FRANCISCO CA	$6.28	Business	7009-000	TRAVEL		
4007	07/04/2022	LYFT *RIDE MON 2PM SAN FRANCISCO CA	$28.72	Business	7009-000	TRAVEL		
4008	07/04/2022	LYFT *RIDE MON 9AM SAN FRANCISCO CA	$0.88	Business	7009-000	TRAVEL		
4009	07/04/2022	LYFT *RIDE MON 9AM SAN FRANCISCO CA	$50.12	Business	7009-000	TRAVEL		
4010	07/04/2022	LYFT *RIDE SUN 9PM SAN FRANCISCO CA	$15.41	Business	7009-000	TRAVEL		
4011	07/04/2022	FOUR SEASONS HTL DAL IRVING TX	$115.14	Business	7012-000	MEALS & ENTERTAINMENT		
4012	07/04/2022	HONOR BAR 214.780.09 DALLAS TX	$81.20	Business	7012-000	MEALS & ENTERTAINMENT		
4013	07/04/2022	TST* ASCENSION COFFE DALLAS TX	$56.75	Business	7012-000	MEALS & ENTERTAINMENT		
4014	07/04/2022	HTTP://WWW.GOGOAIR.C 877-350-0038 IL	$59.95	Business	7530-000	DATA PROCESSING		
4020	07/04/2022	APPLE.COM/BILL CUPERTINO CA	$75.76	Business	7570-000	OFFICE SUPPLIES		
4022	07/04/2022	PAYPAL *TELADOC INC 8008352362 NY	$75.00	Business	7570-000	OFFICE SUPPLIES		
4023	07/05/2022	American Airlines FT WORTH TX	$213.60	Business	7009-000	TRAVEL		
4024	07/05/2022	BB* KATANA LA SAN FRANCISCO CA	$126.35	Business	7009-000	TRAVEL		
4025	07/05/2022	BT*DD *DOORDASH CRIS SAN FRANCISCO CA	$80.13	Business	7009-000	TRAVEL		
4026	07/05/2022	BT*DD *DOORDASH SNOO SAN FRANCISCO CA	$40.81	Business	7009-000	TRAVEL		
4027	07/05/2022	BT*DD *DOORDASH SWEE SAN FRANCISCO CA	$95.26	Business	7009-000	TRAVEL		
4028	07/05/2022	DOORDASH*CITY BARBEQ SAN FRANCISCO CA	$48.53	Business	7009-000	TRAVEL		
4029	07/05/2022	HOTEL CRESCENT COURT DALLAS TX	$32.48	Business	7009-000	TRAVEL		
4030	07/05/2022	HOTELSCOM72340321445 HOTELS.COM WA	$465.75	Business	7009-000	TRAVEL		
4031	07/05/2022	PAYPAL *UBER 8665761039 CA	$35.29	Business	7009-000	TRAVEL		
4032	07/05/2022	PAYPAL *UBER 8665761039 CA	$36.12	Business	7009-000	TRAVEL		
4033	07/05/2022	HUDSON HOUSE LAS COL IRVING TX	$28.73	Business	7012-000	MEALS & ENTERTAINMENT		
4034	07/05/2022	PARK HOUSE - ECOM 00 DALLAS TX	$438.88	Business	7012-000	MEALS & ENTERTAINMENT		
4040	07/05/2022	APPLE.COM/BILL CUPERTINO CA	$17.13	Business	7570-000	OFFICE SUPPLIES		
4047	07/06/2022	BOUNCE - USEBOUNCE.C WALNUT CA	$31.15	Business	7009-000	TRAVEL		
4048	07/06/2022	BT*DD *DOORDASH MOXI SAN FRANCISCO CA	$77.15	Business	7009-000	TRAVEL		
4049	07/06/2022	BT*DD *DOORDASH RAVE SAN FRANCISCO CA	$51.87	Business	7009-000	TRAVEL		
4050	07/06/2022	HOTELSCOM72341021038 HOTELS.COM WA	$478.00	Business	7009-000	TRAVEL		
4051	07/06/2022	LEVIATE AIR CHARTER DALLAS TX	$30,749.68	Business	7009-000	TRAVEL		
4052	07/06/2022	MANDALAY - STRIP STE LAS VEGAS NV	$273.44	Business	7009-000	TRAVEL		
4053	07/06/2022	STARBUCKS 800-782-72 SEATTLE WA	$25.00	Business	7009-000	TRAVEL		
4054	07/06/2022	PARK HOUSE 000000001 DALLAS TX	$129.01	Business	7012-000	MEALS & ENTERTAINMENT		
4055	07/06/2022	TST* CARBONE - DALLA DALLAS TX	$1,143.41	Business	7012-000	MEALS & ENTERTAINMENT		
4056	07/06/2022	NAPSTER I RHAPSODY 206-707-8100 WA	$10.81	Business	7530-000	DATA PROCESSING		
4060	07/06/2022	APPLE.COM/BILL CUPERTINO CA	$37.87	Business	7570-000	OFFICE SUPPLIES		
4064	07/06/2022	PAYPAL *NETFLIX.COM 8667160414 CA	$21.64	Business	7570-000	OFFICE SUPPLIES		
4066	07/07/2022	BT*DD *DOORDASH SNOO SAN FRANCISCO CA	$80.03	Business	7009-000	TRAVEL		
4067	07/07/2022	DOORDASH*FLOWER CHIL SAN FRANCISCO CA	$55.86	Business	7009-000	TRAVEL		
4068	07/07/2022	FOUR SEASONS PRESS LAS VEGAS NV	$16.36	Business	7009-000	TRAVEL		
4069	07/07/2022	HOTELSCOM91555634463 HOTELS.COM WA	$92.82	Business	7009-000	TRAVEL		
4070	07/07/2022	THE JUICE STANDARD LAS VEGAS NV	$25.68	Business	7009-000	TRAVEL		
4071	07/07/2022	UBER TRIP SAN FRANCISCO CA	$24.84	Business	7009-000	TRAVEL		
4072	07/07/2022	UBER TRIP SAN FRANCISCO CA	$28.89	Business	7009-000	TRAVEL		
4073	07/07/2022	UBER TRIP SAN FRANCISCO CA	$93.74	Business	7009-000	TRAVEL		
4074	07/07/2022	ZWEIG & SCHWARTZMAN BEVERLY HILLS CA	$484.00	Business	7009-000	TRAVEL		
4075	07/07/2022	HONOR BAR 214.780.09 DALLAS TX	$78.03	Business	7012-000	MEALS & ENTERTAINMENT		
4076	07/07/2022	JAM & TOAST 65000001 IRVING TX	$15.85	Business	7012-000	MEALS & ENTERTAINMENT		
4082	07/08/2022	American Airlines FT WORTH TX	$238.60	Business	7009-000	TRAVEL		
4083	07/08/2022	BT*DD *DOORDASH CRIS SAN FRANCISCO CA	$91.41	Business	7009-000	TRAVEL		
4084	07/08/2022	BT*DD *DOORDASH PALM SAN FRANCISCO CA	$239.13	Business	7009-000	TRAVEL		
4085	07/08/2022	BT*DD *DOORDASH SNOO SAN FRANCISCO CA	$38.42	Business	7009-000	TRAVEL		

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			Filtered Total	$ 1,180,681.29					
			Total	$ 1,180,681.29					
Ref.	**Transaction Date**	**Transaction Description**		**Transaction Amount USD**	**Updated DC Coding 5.1.23**	**GL Code**	**GL Description**	**Business Explanation**	**Receipt [1]**
4086	07/08/2022	FOUR SEASONS PRESS LAS VEGAS NV		$6.61	Business	7009-000	TRAVEL		
4087	07/08/2022	GUM.CO/CC* TJE RESEA SAN FRANCISCO CA		$24.99	Business	7009-000	TRAVEL		
4088	07/08/2022	HOTELSCOM72342696258 HOTELS.COM WA		$775.89	Business	7009-000	TRAVEL		
4089	07/08/2022	LYFT *RIDE FRI 11A SAN FRANCISCO CA		$53.00	Business	7009-000	TRAVEL		
4090	07/08/2022	LYFT *RIDE FRI 11A SAN FRANCISCO CA		$66.54	Business	7009-000	TRAVEL		
4091	07/08/2022	MANDALAY - ACCENTS LAS VEGAS NV		$5.79	Business	7009-000	TRAVEL		
4092	07/08/2022	PREMIER TRANSPORTATI DALLAS CA		$283.10	Business	7009-000	TRAVEL		
4093	07/08/2022	STARBUCKS 800-782-72 SEATTLE WA		$25.00	Business	7009-000	TRAVEL		
4094	07/08/2022	TAHOE THUNDER TAXI D CRYSTAL BAY NV		$100.00	Business	7009-000	TRAVEL		
4095	07/08/2022	UBER TRIP SAN FRANCISCO CA		$4.63	Business	7009-000	TRAVEL		
4096	07/08/2022	UBER TRIP SAN FRANCISCO CA		$20.30	Business	7009-000	TRAVEL		
4097	07/08/2022	UBER TRIP SAN FRANCISCO CA		$22.13	Business	7009-000	TRAVEL		
4098	07/08/2022	UBER TRIP SAN FRANCISCO CA		$24.99	Business	7009-000	TRAVEL		
4103	07/08/2022	PRIME VIDEO*BQ7UQ51J 888-802-3080 WA		$6.48	Business	7530-000	DATA PROCESSING		
4104	07/08/2022	SPECTRUM 855-707-7328 FL		$225.56	Business	7530-000	DATA PROCESSING		
4107	07/08/2022	APPLE.COM/BILL CUPERTINO CA		$8.65	Business	7570-000	OFFICE SUPPLIES		
4113	07/09/2022	BT*DD *DOORDASH PIZZ SAN FRANCISCO CA		$85.98	Business	7009-000	TRAVEL		
4114	07/09/2022	CVS/PHARMACY #08983 GLENDALE AZ		$219.18	Business	7009-000	TRAVEL		
4115	07/09/2022	FOUR SEASONS PRESS LAS VEGAS NV		$11.49	Business	7009-000	TRAVEL		
4116	07/09/2022	LYFT *RIDE SAT 3PM SAN FRANCISCO CA		$6.01	Business	7009-000	TRAVEL		
4117	07/09/2022	LYFT *RIDE SAT 3PM SAN FRANCISCO CA		$20.99	Business	7009-000	TRAVEL		
4118	07/09/2022	LYFT *RIDE SAT 5PM SAN FRANCISCO CA		$16.00	Business	7009-000	TRAVEL		
4119	07/09/2022	LYFT *RIDE SAT 6PM SAN FRANCISCO CA		$26.00	Business	7009-000	TRAVEL		
4120	07/09/2022	LYFT.COM/CHARGES 000 SAN FRANCISCO CA		$87.00	Business	7009-000	TRAVEL		
4121	07/09/2022	MAKOTO BAL HARBOUR FL		$152.53	Business	7009-000	TRAVEL		
4122	07/09/2022	UBER TRIP SAN FRANCISCO CA		$4.50	Business	7009-000	TRAVEL		
4123	07/09/2022	UBER TRIP SAN FRANCISCO CA		$4.59	Business	7009-000	TRAVEL		
4124	07/09/2022	UBER TRIP SAN FRANCISCO CA		$20.69	Business	7009-000	TRAVEL		
4125	07/09/2022	UBER TRIP SAN FRANCISCO CA		$21.96	Business	7009-000	TRAVEL		
4126	07/09/2022	UBER TRIP SAN FRANCISCO CA		$26.44	Business	7009-000	TRAVEL		
4127	07/09/2022	UBER TRIP SAN FRANCISCO CA		$30.01	Business	7009-000	TRAVEL		
4128	07/09/2022	UBER TRIP SAN FRANCISCO CA		$33.25	Business	7009-000	TRAVEL		
4129	07/09/2022	ZUMA LAS VEGAS LAS VEGAS NV		$473.40	Business	7009-000	TRAVEL		
4130	07/09/2022	HALL ARTS HOTEL HALL DALLAS TX		$5,719.81	Business	7012-000	MEALS & ENTERTAINMENT		
4147	07/09/2022	CONTAINERSTOREPHOENI PHOENIX AZ		$3.79	Business	7570-000	OFFICE SUPPLIES		
4153	07/10/2022	COSMOPOL-FRONT DESK LAS VEGAS NV		$53.08	Business	7009-000	TRAVEL		
4154	07/10/2022	COSMOPOL-FRONT DESK LAS VEGAS NV		$841.96	Business	7009-000	TRAVEL		
4155	07/10/2022	FOUR SEASONS PRESS LAS VEGAS NV		$13.11	Business	7009-000	TRAVEL		
4157	07/10/2022	LYFT *RIDE SUN 7PM SAN FRANCISCO CA		$15.00	Business	7009-000	TRAVEL		
4158	07/10/2022	PARKONE REEF VALET P MIAMI FL		$15.00	Business	7009-000	TRAVEL		
4159	07/10/2022	PAYPAL *UBER 8665761039 CA		$29.93	Business	7009-000	TRAVEL		
4160	07/10/2022	PAYPAL *UBER 8665761039 CA		$31.15	Business	7009-000	TRAVEL		
4161	07/10/2022	TAP 42 AVENTURA 1950 AVENTURA FL		$105.46	Business	7009-000	TRAVEL		
4162	07/10/2022	UBER TRIP SAN FRANCISCO CA		$4.50	Business	7009-000	TRAVEL		
4163	07/10/2022	UBER TRIP SAN FRANCISCO CA		$23.74	Business	7009-000	TRAVEL		
4164	07/10/2022	UBER TRIP SAN FRANCISCO CA		$29.99	Business	7009-000	TRAVEL		
4165	07/10/2022	UBER TRIP SAN FRANCISCO CA		$33.10	Business	7009-000	TRAVEL		
4166	07/10/2022	UBER TRIP SAN FRANCISCO CA		$37.55	Business	7009-000	TRAVEL		
4167	07/10/2022	UBER TRIP SAN FRANCISCO CA		$41.51	Business	7009-000	TRAVEL		
4168	07/10/2022	UBER TRIP SAN FRANCISCO CA		$42.72	Business	7009-000	TRAVEL		
4179	07/10/2022	APPLE.COM/BILL CUPERTINO CA		$47.59	Business	7570-000	OFFICE SUPPLIES		
4180	07/10/2022	APPLE.COM/BILL CUPERTINO CA		$75.75	Business	7570-000	OFFICE SUPPLIES		
4184	07/10/2022	PAYPAL *WAYFAIR 8662638325 MA		$347.73	Business	7570-000	OFFICE SUPPLIES		
4186	07/11/2022	CHEVRON 0047674/CHEV MIAMI BEACH FL		$126.45	Business	7005-000	FUEL		
4190	07/11/2022	AMERICAN AIRLINES 800-433-7300 TX		$884.20	Business	7009-000	TRAVEL		
4191	07/11/2022	American Airlines FT WORTH TX		$218.60	Business	7009-000	TRAVEL		
4192	07/11/2022	American Airlines FT WORTH TX		$562.60	Business	7009-000	TRAVEL		
4194	07/11/2022	COSMOPOL-CHINA POBLA LAS VEGAS NV		$139.78	Business	7009-000	TRAVEL		
4196	07/11/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL		$325.74	Business	7009-000	TRAVEL		
4197	07/11/2022	FOUR SEASONS PRESS LAS VEGAS NV		$6.61	Business	7009-000	TRAVEL		
4199	07/11/2022	HOTELSCOM72344395272 HOTELS.COM WA		$1,104.62	Business	7009-000	TRAVEL		
4200	07/11/2022	HOTELSCOM91744833002 HOTELS.COM WA		$378.35	Business	7009-000	TRAVEL		
4201	07/11/2022	IN *SKYROAD INTERNAT MIAMI FL		$500.00	Business	7009-000	TRAVEL		
4202	07/11/2022	LYFT *RIDE MON 12A SAN FRANCISCO CA		$15.00	Business	7009-000	TRAVEL		
4203	07/11/2022	LYFT *RIDE MON 12A SAN FRANCISCO CA		$16.00	Business	7009-000	TRAVEL		
4204	07/11/2022	LYFT *RIDE MON 1PM SAN FRANCISCO CA		$24.00	Business	7009-000	TRAVEL		
4205	07/11/2022	PAYPAL *UBER 8665761039 CA		$35.72	Business	7009-000	TRAVEL		
4206	07/11/2022	PAYPAL *UBER 8665761039 CA		$36.46	Business	7009-000	TRAVEL		
4207	07/11/2022	PURA VIDA BAY HARBOR BAY HARBOR IS FL		$54.03	Business	7009-000	TRAVEL		
4208	07/11/2022	TAO ASIA LAS VEGAS 0 LAS VEGAS NV		$118.45	Business	7009-000	TRAVEL		
4209	07/11/2022	UBER TRIP SAN FRANCISCO CA		$4.64	Business	7009-000	TRAVEL		
4210	07/11/2022	UBER TRIP SAN FRANCISCO CA		$5.54	Business	7009-000	TRAVEL		
4211	07/11/2022	UBER TRIP SAN FRANCISCO CA		$23.23	Business	7009-000	TRAVEL		
4212	07/11/2022	UBER TRIP SAN FRANCISCO CA		$26.71	Business	7009-000	TRAVEL		
4213	07/11/2022	UBER TRIP SAN FRANCISCO CA		$34.92	Business	7009-000	TRAVEL		
4223	07/11/2022	APPLE.COM/BILL CUPERTINO CA		$35.67	Business	7570-000	OFFICE SUPPLIES		
4224	07/11/2022	APPLE.COM/BILL CUPERTINO CA		$35.68	Business	7570-000	OFFICE SUPPLIES		
4228	07/11/2022	SP ASSOULINE NEW YORK NY		$1,089.53	Business	7570-000	OFFICE SUPPLIES		
4230	07/12/2022	7845 EOS SCOTTSDALE PHOENIX AZ		$1.00	Business	7009-000	TRAVEL		
4232	07/12/2022	ELITE COURIERS L.L.C 305-298-3778 FL		$250.00	Business	7009-000	TRAVEL		
4233	07/12/2022	FOUR SEASONS PRESS LAS VEGAS NV		$6.61	Business	7009-000	TRAVEL		
4234	07/12/2022	LYFT *RIDE MON 8PM SAN FRANCISCO CA		$15.00	Business	7009-000	TRAVEL		
4235	07/12/2022	LYFT *RIDE TUE 12P SAN FRANCISCO CA		$6.23	Business	7009-000	TRAVEL		
4236	07/12/2022	LYFT *RIDE TUE 12P SAN FRANCISCO CA		$36.77	Business	7009-000	TRAVEL		
4237	07/12/2022	LYFT *RIDE TUE 1AM SAN FRANCISCO CA		$17.00	Business	7009-000	TRAVEL		
4238	07/12/2022	LYFT *RIDE TUE 2PM SAN FRANCISCO CA		$21.00	Business	7009-000	TRAVEL		
4239	07/12/2022	LYFT *RIDE TUE 2PM SAN FRANCISCO CA		$25.00	Business	7009-000	TRAVEL		
4240	07/12/2022	LYFT *RIDE TUE 6PM SAN FRANCISCO CA		$3.78	Business	7009-000	TRAVEL		
4241	07/12/2022	LYFT *RIDE TUE 6PM SAN FRANCISCO CA		$17.00	Business	7009-000	TRAVEL		
4242	07/12/2022	LYFT *RIDE TUE 6PM SAN FRANCISCO CA		$17.22	Business	7009-000	TRAVEL		
4243	07/12/2022	MAKOTO BAL HARBOUR FL		$67.68	Business	7009-000	TRAVEL		
4244	07/12/2022	UBER TRIP SAN FRANCISCO CA		$4.40	Business	7009-000	TRAVEL		
4245	07/12/2022	UBER TRIP SAN FRANCISCO CA		$5.36	Business	7009-000	TRAVEL		
4246	07/12/2022	UBER TRIP SAN FRANCISCO CA		$22.02	Business	7009-000	TRAVEL		
4247	07/12/2022	UBER TRIP SAN FRANCISCO CA		$23.70	Business	7009-000	TRAVEL		
4248	07/12/2022	UBER TRIP SAN FRANCISCO CA		$26.01	Business	7009-000	TRAVEL		
4249	07/12/2022	UBER TRIP SAN FRANCISCO CA		$41.32	Business	7009-000	TRAVEL		

Credit Card

Privileged and Confidential
AMEX Transaction Listing

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Filtered Total $ 1,180,681.29
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Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
4250	07/12/2022	UBER TRIP SAN FRANCISCO CA	$47.63	Business	7009-000	TRAVEL		
4260	07/12/2022	APPLE.COM/BILL CUPERTINO CA	$5.40	Business	7570-000	OFFICE SUPPLIES		
4264	07/12/2022	POST PACK & SHIP Pasadena CA	$589.56	Business	7570-000	OFFICE SUPPLIES		
4269	07/13/2022	FOUR SEASONS PRESS LAS VEGAS NV	$11.49	Business	7009-000	TRAVEL		
4271	07/13/2022	LYFT *CANCEL FEE SAN FRANCISCO CA	$5.55	Business	7009-000	TRAVEL		
4272	07/13/2022	LYFT *RIDE WED 3AM SAN FRANCISCO CA	$16.00	Business	7009-000	TRAVEL		
4273	07/13/2022	LYFT *RIDE WED 6AM SAN FRANCISCO CA	$32.00	Business	7009-000	TRAVEL		
4274	07/13/2022	LYFT *RIDE WED 7AM SAN FRANCISCO CA	$31.00	Business	7009-000	TRAVEL		
4275	07/13/2022	LYFT *RIDE WED 8AM SAN FRANCISCO CA	$50.00	Business	7009-000	TRAVEL		
4276	07/13/2022	LYFT *RIDE WED 8PM SAN FRANCISCO CA	$20.00	Business	7009-000	TRAVEL		
4277	07/13/2022	LYFT *RIDE WED 9PM SAN FRANCISCO CA	$14.00	Business	7009-000	TRAVEL		
4278	07/13/2022	MAKOTO BAL HARBOUR FL	$185.87	Business	7009-000	TRAVEL		
4279	07/13/2022	PAYPAL *UBER 8665761039 CA	$34.06	Business	7009-000	TRAVEL		
4280	07/13/2022	PAYPAL *UBER 8665761039 CA	$34.10	Business	7009-000	TRAVEL		
4281	07/13/2022	UBER POSTMATES SAN FRANCISCO CA	$27.82	Business	7009-000	TRAVEL		
4282	07/13/2022	UBER POSTMATES SAN FRANCISCO CA	$34.96	Business	7009-000	TRAVEL		
4283	07/13/2022	UBER POSTMATES SAN FRANCISCO CA	$139.10	Business	7009-000	TRAVEL		
4284	07/13/2022	UBER TRIP SAN FRANCISCO CA	$4.74	Business	7009-000	TRAVEL		
4285	07/13/2022	UBER TRIP SAN FRANCISCO CA	$5.59	Business	7009-000	TRAVEL		
4286	07/13/2022	UBER TRIP SAN FRANCISCO CA	$27.21	Business	7009-000	TRAVEL		
4287	07/13/2022	UBER TRIP SAN FRANCISCO CA	$33.01	Business	7009-000	TRAVEL		
4288	07/13/2022	FUBOTV INC NEW YORK NY	$75.76	Business	7530-000	DATA PROCESSING		
4289	07/13/2022	SPOTIFY NEW YORK NY	$17.31	Business	7530-000	DATA PROCESSING		
4299	07/14/2022	CUBESMART 492 436845 DALLAS TX	$467.00	Business	7012-001	RELOCATION-DC		
4301	07/14/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$60.48	Business	7009-000	TRAVEL		
4302	07/14/2022	BT*DD *DOORDASH MAKO SAN FRANCISCO CA	$39.73	Business	7009-000	TRAVEL		
4303	07/14/2022	COSMOPOL-CHINA POBLA LAS VEGAS NV	$148.42	Business	7009-000	TRAVEL		
4304	07/14/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$106.46	Business	7009-000	TRAVEL		
4306	07/14/2022	HOTELSCOM91556792572 HOTELS.COM WA	$530.62	Business	7009-000	TRAVEL		
4307	07/14/2022	LYFT *RIDE THU 12A SAN FRANCISCO CA	$7.12	Business	7009-000	TRAVEL		
4308	07/14/2022	LYFT *RIDE THU 12A SAN FRANCISCO CA	$8.88	Business	7009-000	TRAVEL		
4309	07/14/2022	LYFT *RIDE THU 1PM SAN FRANCISCO CA	$56.00	Business	7009-000	TRAVEL		
4310	07/14/2022	LYFT *RIDE WED 11P SAN FRANCISCO CA	$15.00	Business	7009-000	TRAVEL		
4311	07/14/2022	UBER POSTMATES SAN FRANCISCO CA	$6.99	Business	7009-000	TRAVEL		
4312	07/14/2022	UBER TRIP SAN FRANCISCO CA	$5.59	Business	7009-000	TRAVEL		
4313	07/14/2022	UBER TRIP SAN FRANCISCO CA	$25.32	Business	7009-000	TRAVEL		
4314	07/14/2022	UBER TRIP SAN FRANCISCO CA	$25.56	Business	7009-000	TRAVEL		
4315	07/14/2022	UBER TRIP SAN FRANCISCO CA	$26.75	Business	7009-000	TRAVEL		
4316	07/14/2022	UBER TRIP SAN FRANCISCO CA	$27.12	Business	7009-000	TRAVEL		
4317	07/14/2022	UNLV TMC CONCESSIONS LAS VEGAS NV	$15.00	Business	7009-000	TRAVEL		
4318	07/14/2022	PAYPAL *LINDARABAHF 4029357733 FL	$247.26	Business	7570-000	OFFICE SUPPLIES		
4321	07/15/2022	CUBESMART 492 436845 DALLAS TX	$635.00	Business	7012-001	RELOCATION-DC		
4322	07/15/2022	WESTWAY SITE SERVICE DALLAS TX	$131.12	Business	7012-001	RELOCATION-DC		
4323	07/15/2022	AIR ESSENTIALS 102 M MIAMI FL	$17.19	Business	7009-000	TRAVEL		
4324	07/15/2022	American Airlines FT WORTH TX	$721.60	Business	7009-000	TRAVEL		
4325	07/15/2022	American Airlines FT WORTH TX	$721.60	Business	7009-000	TRAVEL		
4326	07/15/2022	American Airlines FT WORTH TX	$721.60	Business	7009-000	TRAVEL		
4327	07/15/2022	BT*DD *DOORDASH HAPP SAN FRANCISCO CA	$74.52	Business	7009-000	TRAVEL		
4328	07/15/2022	BT*DD *DOORDASH MAKO SAN FRANCISCO CA	$73.65	Business	7009-000	TRAVEL		
4330	07/15/2022	FOUR SEASONS PRESS LAS VEGAS NV	$6.61	Business	7009-000	TRAVEL		
4332	07/15/2022	LYFT *RIDE FRI 11P SAN FRANCISCO CA	$43.06	Business	7009-000	TRAVEL		
4333	07/15/2022	LYFT *RIDE FRI 6PM SAN FRANCISCO CA	$54.58	Business	7009-000	TRAVEL		
4334	07/15/2022	MANDALAY - CITIZENS LAS VEGAS NV	$132.38	Business	7009-000	TRAVEL		
4336	07/15/2022	PAYPAL *UBER 8665761039 CA	$34.10	Business	7009-000	TRAVEL		
4337	07/15/2022	PAYPAL *UBER 8665761039 CA	$35.24	Business	7009-000	TRAVEL		
4338	07/15/2022	UBER TRIP SAN FRANCISCO CA	$22.23	Business	7009-000	TRAVEL		
4339	07/15/2022	UBER TRIP SAN FRANCISCO CA	$27.26	Business	7009-000	TRAVEL		
4340	07/15/2022	UNLV TMC CONCESSIONS LAS VEGAS NV	$10.00	Business	7009-000	TRAVEL		
4341	07/15/2022	FOUR SEASONS CLUB AC IRVING TX	$1,585.55	Business	7012-000	MEALS & ENTERTAINMENT		
4342	07/15/2022	PAYPAL *VIASAT INC 7604762542 CA	$9.00	Business	7530-000	DATA PROCESSING		
4348	07/15/2022	PAYPAL *OSCARFTORRES 4029357733 TX	$1,003.58	Business	7570-000	OFFICE SUPPLIES		
4352	07/16/2022	COSMOPOL-CHINA POBLA LAS VEGAS NV	$86.40	Business	7009-000	TRAVEL		
4353	07/16/2022	FOUR SEASONS PRESS LAS VEGAS NV	$6.61	Business	7009-000	TRAVEL		
4354	07/16/2022	FOUR SEASONS PRESS LAS VEGAS NV	$27.84	Business	7009-000	TRAVEL		
4355	07/16/2022	HAKKASAN - LAS VEGAS LAS VEGAS NV	$307.93	Business	7009-000	TRAVEL		
4357	07/16/2022	JAVIERS LAS VEGAS LAS VEGAS NV	$66.27	Business	7009-000	TRAVEL		
4358	07/16/2022	LYFT *RIDE SAT 2PM SAN FRANCISCO CA	$21.42	Business	7009-000	TRAVEL		
4359	07/16/2022	SOULCYCLE NEW YORK NY	$115.00	Business	7009-000	TRAVEL		
4360	07/16/2022	UBER TRIP SAN FRANCISCO CA	$4.65	Business	7009-000	TRAVEL		
4361	07/16/2022	UBER TRIP SAN FRANCISCO CA	$24.14	Business	7009-000	TRAVEL		
4362	07/16/2022	UBER TRIP SAN FRANCISCO CA	$25.38	Business	7009-000	TRAVEL		
4363	07/16/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$9.00	Business	7530-000	DATA PROCESSING		
4369	07/16/2022	PAYPAL *NUTRAFOL 8884543320 NY	$79.00	Business	7570-000	OFFICE SUPPLIES		
4373	07/17/2022	CRYSTALS - STARBUCK LAS VEGAS NV	$7.34	Business	7009-000	TRAVEL		
4374	07/17/2022	CVS/PHARMACY #03210 LAS VEGAS NV	$36.91	Business	7009-000	TRAVEL		
4375	07/17/2022	CVS/PHARMACY #03210 LAS VEGAS NV	$65.73	Business	7009-000	TRAVEL		
4376	07/17/2022	FIRST CITYCAB CORP. QUEENS NY	$18.77	Business	7009-000	TRAVEL		
4377	07/17/2022	FOUR SEASONS PRESS LAS VEGAS NV	$6.00	Business	7009-000	TRAVEL		
4378	07/17/2022	FOUR SEASONS PRESS LAS VEGAS NV	$6.61	Business	7009-000	TRAVEL		
4379	07/17/2022	UBER POSTMATES SAN FRANCISCO CA	$9.11	Business	7009-000	TRAVEL		
4380	07/17/2022	UBER POSTMATES SAN FRANCISCO CA	$36.46	Business	7009-000	TRAVEL		
4381	07/17/2022	UBER TRIP SAN FRANCISCO CA	$4.04	Business	7009-000	TRAVEL		
4382	07/17/2022	UBER TRIP SAN FRANCISCO CA	$4.77	Business	7009-000	TRAVEL		
4383	07/17/2022	UBER TRIP SAN FRANCISCO CA	$5.94	Business	7009-000	TRAVEL		
4384	07/17/2022	UBER TRIP SAN FRANCISCO CA	$23.78	Business	7009-000	TRAVEL		
4385	07/17/2022	UBER TRIP SAN FRANCISCO CA	$23.89	Business	7009-000	TRAVEL		
4386	07/17/2022	UBER TRIP SAN FRANCISCO CA	$27.09	Business	7009-000	TRAVEL		
4387	07/17/2022	UBER TRIP SAN FRANCISCO CA	$30.69	Business	7009-000	TRAVEL		
4388	07/17/2022	UBER TRIP SAN FRANCISCO CA	$34.62	Business	7009-000	TRAVEL		
4389	07/17/2022	UNLV TMC CONCESSIONS LAS VEGAS NV	$14.00	Business	7009-000	TRAVEL		
4392	07/17/2022	WALDORF ASTORIA LAS LAS VEGAS NV	$51.02	Business	7009-000	TRAVEL		
4393	07/17/2022	ZUMA LAS VEGAS LAS VEGAS NV	$280.17	Business	7009-000	TRAVEL		
4401	07/17/2022	HOME SQUARE * 184-481-92187 VA	$982.77	Business	7570-000	OFFICE SUPPLIES		
4404	07/18/2022	CUBESMART 492 436845 DALLAS TX	$666.00	Business	7012-001	RELOCATION-DC		
4405	07/18/2022	ARIA - ELEMENTS LAS VEGAS NV	$19.85	Business	7009-000	TRAVEL		
4406	07/18/2022	CRYSTALS - STARBUCK LAS VEGAS NV	$7.34	Business	7009-000	TRAVEL		
4407	07/18/2022	CVS/PHARMACY #11178 SANTA MONICA CA	$66.01	Business	7009-000	TRAVEL		

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Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
4409	07/18/2022	FOUR SEASONS LAS VGA LAS VEGAS NV	$3,142.25	Business	7009-000	TRAVEL		
4410	07/18/2022	FOUR SEASONS PRESS LAS VEGAS NV	$13.11	Business	7009-000	TRAVEL		
4411	07/18/2022	HUDSON ST1375 1375 LAS VEGAS NV	$7.49	Business	7009-000	TRAVEL		
4412	07/18/2022	PAYPAL *UBER 8665761039 CA	$18.61	Business	7009-000	TRAVEL		
4413	07/18/2022	PAYPAL *UBER 8665761039 CA	$30.16	Business	7009-000	TRAVEL		
4414	07/18/2022	PAYPAL *UBER 8665761039 CA	$31.90	Business	7009-000	TRAVEL		
4415	07/18/2022	PELOTON* MEMBERSHIP NEW YORK CITY NY	$44.00	Business	7009-000	TRAVEL		
4416	07/18/2022	UBER TRIP SAN FRANCISCO CA	$4.02	Business	7009-000	TRAVEL		
4417	07/18/2022	UBER TRIP SAN FRANCISCO CA	$4.58	Business	7009-000	TRAVEL		
4418	07/18/2022	UBER TRIP SAN FRANCISCO CA	$22.93	Business	7009-000	TRAVEL		
4419	07/18/2022	UBER TRIP SAN FRANCISCO CA	$24.15	Business	7009-000	TRAVEL		
4420	07/18/2022	UBER TRIP SAN FRANCISCO CA	$42.15	Business	7009-000	TRAVEL		
4421	07/18/2022	SP ALO-YOGA COMMERCE CA	$41.62	Business	7012-000	MEALS & ENTERTAINMENT		
4428	07/18/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7570-000	OFFICE SUPPLIES		
4429	07/18/2022	HOMEDEPOT.COM 800-430-3376 GA	$466.45	Business	7570-000	OFFICE SUPPLIES		
4434	07/19/2022	ARIA - STARBUCKS LAS VEGAS NV	$8.88	Business	7009-000	TRAVEL		
4435	07/19/2022	CLASSPASS* MONTHLY NEW YORK CITY NY	$59.00	Business	7009-000	TRAVEL		
4437	07/19/2022	EQUINOX #712 0000 BEVERLY HILLS CA	$50.00	Business	7009-000	TRAVEL		
4438	07/19/2022	FIRST CITYCAB CORP. QUEENS NY	$15.87	Business	7009-000	TRAVEL		
4440	07/19/2022	HOTELSCOM91607701414 HOTELS.COM WA	$739.85	Business	7009-000	TRAVEL		
4441	07/19/2022	MACEOO LVAR 43684555 LAS VEGAS NV	$27.09	Business	7009-000	TRAVEL		
4442	07/19/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
4443	07/19/2022	PAYPAL *UBER 8665761039 CA	$34.78	Business	7009-000	TRAVEL		
4444	07/19/2022	PAYPAL *UBER 8665761039 CA	$57.57	Business	7009-000	TRAVEL		
4445	07/19/2022	PRESSED JUICERY - LA LAS VEGAS NV	$7.50	Business	7009-000	TRAVEL		
4446	07/19/2022	TST* ALFRED COFFEE - PACIFIC PALIS CA	$15.00	Business	7009-000	TRAVEL		
4447	07/19/2022	UBER TRIP SAN FRANCISCO CA	$47.02	Business	7009-000	TRAVEL		
4448	07/19/2022	UBER TRIP SAN FRANCISCO CA	$112.77	Business	7009-000	TRAVEL		
4449	07/19/2022	URTH CAFFE BEVERLY H BEVERLY HILLS CA	$53.44	Business	7009-000	TRAVEL		
4451	07/19/2022	GOOGLE *YOUTUBE TV G.CO/HELPPAY# CA	$70.35	Business	7530-000	DATA PROCESSING		
4452	07/19/2022	PAYPAL *VIASAT INC 7604762542 CA	$15.00	Business	7530-000	DATA PROCESSING		
4453	07/19/2022	PAYPAL *VIASAT INC 7604762542 CA	$19.00	Business	7530-000	DATA PROCESSING		
4454	07/19/2022	SPECTRUM 855-707-7328 MO	$320.90	Business	7530-000	DATA PROCESSING		
4459	07/19/2022	FEDEX Office 0915 15 LOS ANGELES CA	$9.45	Business	7570-000	OFFICE SUPPLIES		
4460	07/19/2022	FEDEX Office 0915 15 LOS ANGELES CA	$9.66	Business	7570-000	OFFICE SUPPLIES		
4464	07/20/2022	BT*DD *DOORDASH LEZO SAN FRANCISCO CA	$112.00	Business	7009-000	TRAVEL		
4465	07/20/2022	CHRISTOPHER R WOOD P PHOENIX AZ	$220.00	Business	7009-000	TRAVEL		
4466	07/20/2022	CVS/PHARMACY #05828 LOS ANGELES CA	$50.62	Business	7009-000	TRAVEL		
4467	07/20/2022	PAYPAL *UBER 8665761039 CA	$35.31	Business	7009-000	TRAVEL		
4468	07/20/2022	PAYPAL *UBER 8665761039 CA	$38.64	Business	7009-000	TRAVEL		
4469	07/20/2022	PREMIER TRANSPORTATI DALLAS CA	$122.32	Business	7009-000	TRAVEL		
4470	07/20/2022	STARBUCKS STORE 8680 IRVING TX	$8.89	Business	7009-000	TRAVEL		
4471	07/20/2022	WALDORF ASTORIA LAS LAS VEGAS NV	$3,008.23	Business	7009-000	TRAVEL		
4472	07/20/2022	FOUR SEASONS HTL DAL IRVING TX	$45.25	Business	7012-000	MEALS & ENTERTAINMENT		
4473	07/20/2022	PAYPAL *VIASAT INC 7604762542 CA	$19.00	Business	7530-000	DATA PROCESSING		
4482	07/20/2022	APPLE.COM/BILL CUPERTINO CA	$7.57	Business	7570-000	OFFICE SUPPLIES		
4484	07/20/2022	PAYPAL *KAITLINCHU 4029357733 TX	$206.10	Business	7570-000	OFFICE SUPPLIES		
4486	07/21/2022	FAREWAY'S GRAB & GOL LOS ANGELES CA	$42.05	Business	7005-000	FUEL		
4487	07/21/2022	FAREWAY'S GRAB & GOL LOS ANGELES CA	$43.80	Business	7005-000	FUEL		
4489	07/21/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$36.98	Business	7009-000	TRAVEL		
4490	07/21/2022	BT*DD *DOORDASH MAKO SAN FRANCISCO CA	$74.10	Business	7009-000	TRAVEL		
4491	07/21/2022	CECCONI'S WEST HOLLY WEST HOLLYWOO CA	$91.28	Business	7009-000	TRAVEL		
4493	07/21/2022	CVS/PHARMACY #05828 LOS ANGELES CA	$34.57	Business	7009-000	TRAVEL		
4494	07/21/2022	HOTELSCOM72351402573 HOTELS.COM WA	$1,539.64	Business	7009-000	TRAVEL		
4495	07/21/2022	LOS FUEGOS MIAMI FL	$268.14	Business	7009-000	TRAVEL		
4496	07/21/2022	MINISTRY OF COFFEE L LOS ANGELES CA	$7.80	Business	7009-000	TRAVEL		
4497	07/21/2022	MINISTRY OF COFFEE L LOS ANGELES CA	$14.84	Business	7009-000	TRAVEL		
4498	07/21/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
4499	07/21/2022	PAYPAL *UBER 8665761039 CA	$4.05	Business	7009-000	TRAVEL		
4500	07/21/2022	PAYPAL *UBER 8665761039 CA	$5.25	Business	7009-000	TRAVEL		
4501	07/21/2022	PAYPAL *UBER 8665761039 CA	$5.77	Business	7009-000	TRAVEL		
4502	07/21/2022	PAYPAL *UBER 8665761039 CA	$6.16	Business	7009-000	TRAVEL		
4503	07/21/2022	PAYPAL *UBER 8665761039 CA	$7.06	Business	7009-000	TRAVEL		
4504	07/21/2022	PAYPAL *UBER 8665761039 CA	$19.97	Business	7009-000	TRAVEL		
4505	07/21/2022	PAYPAL *UBER 8665761039 CA	$20.27	Business	7009-000	TRAVEL		
4506	07/21/2022	PAYPAL *UBER 8665761039 CA	$26.26	Business	7009-000	TRAVEL		
4507	07/21/2022	PAYPAL *UBER 8665761039 CA	$28.86	Business	7009-000	TRAVEL		
4508	07/21/2022	PAYPAL *UBER 8665761039 CA	$29.66	Business	7009-000	TRAVEL		
4509	07/21/2022	PAYPAL *UBER 8665761039 CA	$30.80	Business	7009-000	TRAVEL		
4510	07/21/2022	PAYPAL *UBER 8665761039 CA	$31.91	Business	7009-000	TRAVEL		
4511	07/21/2022	PAYPAL *UBER 8665761039 CA	$37.83	Business	7009-000	TRAVEL		
4513	07/21/2022	PRIVATE CAR SERVICES Miami Beach FL	$214.00	Business	7009-000	TRAVEL		
4516	07/21/2022	TST* MARMALADE LLC 3 SANTA MONICA CA	$81.98	Business	7009-000	TRAVEL		
4518	07/21/2022	PRIME VIDEO*9K9LY04O 888-802-3080 WA	$9.73	Business	7530-000	DATA PROCESSING		
4519	07/21/2022	SPOTIFY NEW YORK NY	$10.81	Business	7530-000	DATA PROCESSING		
4520	07/21/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
4530	07/22/2022	BIANCO GELATO BHS Bay Harbor Islands FL	$11.25	Business	7009-000	TRAVEL		
4531	07/22/2022	BLUESTONE LANE - WES LOS ANGELES CA	$38.40	Business	7009-000	TRAVEL		
4532	07/22/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$29.28	Business	7009-000	TRAVEL		
4533	07/22/2022	BT*DD *DOORDASH MAKO SAN FRANCISCO CA	$118.96	Business	7009-000	TRAVEL		
4534	07/22/2022	CHRISTOPHER R WOOD P PHOENIX AZ	$70.00	Business	7009-000	TRAVEL		
4535	07/22/2022	DOORDASH DASHPASS SAN FRANCISCO CA	$9.99	Business	7009-000	TRAVEL		
4536	07/22/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$160.80	Business	7009-000	TRAVEL		
4539	07/22/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
4540	07/22/2022	PAYPAL *UBER 8665761039 CA	$7.56	Business	7009-000	TRAVEL		
4541	07/22/2022	PAYPAL *UBER 8665761039 CA	$10.45	Business	7009-000	TRAVEL		
4542	07/22/2022	PAYPAL *UBER 8665761039 CA	$16.94	Business	7009-000	TRAVEL		
4543	07/22/2022	PAYPAL *UBER 8665761039 CA	$18.21	Business	7009-000	TRAVEL		
4544	07/22/2022	PAYPAL *UBER 8665761039 CA	$21.32	Business	7009-000	TRAVEL		
4545	07/22/2022	PAYPAL *UBER 8665761039 CA	$34.08	Business	7009-000	TRAVEL		
4546	07/22/2022	PAYPAL *UBER 8665761039 CA	$43.16	Business	7009-000	TRAVEL		
4547	07/22/2022	PAYPAL *UBER 8665761039 CA	$52.29	Business	7009-000	TRAVEL		
4548	07/22/2022	PAYPAL *UBER 8665761039 CA	$106.63	Business	7009-000	TRAVEL		
4550	07/22/2022	TST* E.P. L.P BOTAN WEST HOLLYWOO CA	$46.89	Business	7009-000	TRAVEL		
4551	07/22/2022	UBER POSTMATES SAN FRANCISCO CA	$6.24	Business	7009-000	TRAVEL		
4552	07/22/2022	UBER POSTMATES SAN FRANCISCO CA	$31.22	Business	7009-000	TRAVEL		
4553	07/22/2022	W LOS ANGELES WESTWO LOS ANGELES CA	$469.35	Business	7009-000	TRAVEL		

Credit Card

Privileged and Confidential
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[1] If Business Explanation has been identified, please mark (Y/N) if receipt exists for the related transaction.

			Filtered Total	$ 1,180,681.29					
			Total	$ 1,180,681.29					
Ref.	**Transaction Date**	**Transaction Description**		**Transaction Amount USD**	**Updated DC Coding 5.1.23**	**GL Code**	**GL Description**	**Business Explanation**	**Receipt [1]**
4554	07/22/2022	DICK'S SPORTING GOOD PHOENIX AZ		$97.73	Business	7012-000	MEALS & ENTERTAINMENT		
4566	07/23/2022	BT LAUBERGEDELMAR CA BROOKLYN NY		$700.00	Business	7009-000	TRAVEL		
4567	07/23/2022	CVS/PHARMACY #04182 SURFSIDE FL		$72.66	Business	7009-000	TRAVEL		
4568	07/23/2022	EQUINOX MOTO #451 45 DALLAS TX		$197.02	Business	7009-000	TRAVEL		
4569	07/23/2022	EQUINOX MOTO #451 45 DALLAS TX		$253.10	Business	7009-000	TRAVEL		
4570	07/23/2022	ESTANCIA HOTEL F&B SAN DIEGO CA		$30.17	Business	7009-000	TRAVEL		
4571	07/23/2022	PARKONE REEF VALET P MIAMI FL		$15.00	Business	7009-000	TRAVEL		
4572	07/23/2022	PAYPAL *UBER 8665761039 CA		$6.06	Business	7009-000	TRAVEL		
4573	07/23/2022	PAYPAL *UBER 8665761039 CA		$6.26	Business	7009-000	TRAVEL		
4574	07/23/2022	PAYPAL *UBER 8665761039 CA		$6.81	Business	7009-000	TRAVEL		
4575	07/23/2022	PAYPAL *UBER 8665761039 CA		$10.22	Business	7009-000	TRAVEL		
4576	07/23/2022	PAYPAL *UBER 8665761039 CA		$13.42	Business	7009-000	TRAVEL		
4577	07/23/2022	PAYPAL *UBER 8665761039 CA		$30.32	Business	7009-000	TRAVEL		
4578	07/23/2022	PAYPAL *UBER 8665761039 CA		$31.30	Business	7009-000	TRAVEL		
4579	07/23/2022	PAYPAL *UBER 8665761039 CA		$52.69	Business	7009-000	TRAVEL		
4580	07/23/2022	PAYPAL *UBER 8665761039 CA		$53.30	Business	7009-000	TRAVEL		
4581	07/23/2022	PAYPAL *UBER 8665761039 CA		$62.52	Business	7009-000	TRAVEL		
4582	07/23/2022	PAYPAL *UBER 8665761039 CA		$67.10	Business	7009-000	TRAVEL		
4583	07/23/2022	W LOS ANGELES WESTWO LOS ANGELES CA		$11.48	Business	7009-000	TRAVEL		
4584	07/23/2022	W LOS ANGELES WESTWO LOS ANGELES CA		$655.53	Business	7009-000	TRAVEL		
4593	07/23/2022	APPLE.COM/BILL CUPERTINO CA		$7.57	Business	7570-000	OFFICE SUPPLIES		
4594	07/23/2022	APPLE.COM/BILL CUPERTINO CA		$10.81	Business	7570-000	OFFICE SUPPLIES		
4596	07/24/2022	1 HOTEL SOUTH BEACH MIAMI BEACH FL		$10.16	Business	7009-000	TRAVEL		
4599	07/24/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA		$55.28	Business	7009-000	TRAVEL		
4600	07/24/2022	ESTANCIA HOTEL F&B SAN DIEGO CA		$6.39	Business	7009-000	TRAVEL		
4601	07/24/2022	ESTANCIA HOTEL F&B SAN DIEGO CA		$21.55	Business	7009-000	TRAVEL		
4602	07/24/2022	HILLSTONE 310.576.75 SANTA MONICA CA		$131.15	Business	7009-000	TRAVEL		
4604	07/24/2022	PAYPAL *UBER 8665761039 CA		$29.87	Business	7009-000	TRAVEL		
4605	07/24/2022	PAYPAL *UBER 8665761039 CA		$31.18	Business	7009-000	TRAVEL		
4606	07/24/2022	STARBUCKS STORE 2227 DEL MAR CA		$7.50	Business	7009-000	TRAVEL		
4607	07/24/2022	The Webstaurant Stor 717-392-7472 PA		$301.43	Business	7009-000	TRAVEL		
4613	07/24/2022	APPLE.COM/BILL CUPERTINO CA		$10.81	Business	7570-000	OFFICE SUPPLIES		
4616	07/24/2022	WWW.DWR.COM Design W STAMFORD CT		$600.48	Business	7570-000	OFFICE SUPPLIES		
4618	07/25/2022	2ND STREET SM Santa Monica CA		$15.75	Business	7009-000	TRAVEL		
4621	07/25/2022	AMERICAN AIRLINES 800-433-7300 TX		$642.60	Business	7009-000	TRAVEL		
4622	07/25/2022	BRIGANTINE DEL MAR DEL MAR CA		$157.58	Business	7009-000	TRAVEL		
4623	07/25/2022	BT*DD *DOORDASH ORIG SAN FRANCISCO CA		$51.47	Business	7009-000	TRAVEL		
4625	07/25/2022	CHRISTOPHER R WOOD P PHOENIX AZ		$100.00	Business	7009-000	TRAVEL		
4626	07/25/2022	LOEWS SANTA MONICA F SANTA MONICA CA		$6.62	Business	7009-000	TRAVEL		
4627	07/25/2022	PAYPAL *UBER 8665761039 CA		$7.36	Business	7009-000	TRAVEL		
4628	07/25/2022	PAYPAL *UBER 8665761039 CA		$29.83	Business	7009-000	TRAVEL		
4629	07/25/2022	PAYPAL *UBER 8665761039 CA		$32.02	Business	7009-000	TRAVEL		
4630	07/25/2022	PAYPAL *UBER 8665761039 CA		$54.24	Business	7009-000	TRAVEL		
4631	07/25/2022	PELICAN HILL GOLF 24 NEWPORT COAST CA		$40.95	Business	7009-000	TRAVEL		
4632	07/25/2022	PELICAN HILL GOLF 24 NEWPORT COAST CA		$568.43	Business	7009-000	TRAVEL		
4633	07/25/2022	PELICAN HILL GRILL 2 NEWPORT COAST CA		$31.19	Business	7009-000	TRAVEL		
4634	07/25/2022	DL MACKS HILLCREST 6 DALLAS TX		$114.43	Business	7012-000	MEALS & ENTERTAINMENT		
4639	07/25/2022	FEDEX Office 0593 15 NEWPORT BEACH CA		$2.04	Business	7570-000	OFFICE SUPPLIES		
4640	07/25/2022	FEDEX Office 0593 15 NEWPORT BEACH CA		$2.25	Business	7570-000	OFFICE SUPPLIES		
4642	07/25/2022	PAYPAL *CRGUY01 4029357733 IN		$206.10	Business	7570-000	OFFICE SUPPLIES		
4643	07/25/2022	PAYPAL *CRGUY01 4029357733 IN		$309.00	Business	7570-000	OFFICE SUPPLIES		
4648	07/26/2022	BLACK ROCK BOULDERIN PHOENIX AZ		$33.00	Business	7009-000	TRAVEL		
4649	07/26/2022	BT*DD *DOORDASH CRIS SAN FRANCISCO CA		$29.48	Business	7009-000	TRAVEL		
4650	07/26/2022	JW MARRIOTT SANTA MO SANTA MONICA CA		$498.13	Business	7009-000	TRAVEL		
4651	07/26/2022	ONTARIO AIRPORT ONTARIO CA		$9.16	Business	7009-000	TRAVEL		
4652	07/26/2022	PAYPAL *UBER 8665761039 CA		$5.00	Business	7009-000	TRAVEL		
4653	07/26/2022	PAYPAL *UBER 8665761039 CA		$5.89	Business	7009-000	TRAVEL		
4654	07/26/2022	PAYPAL *UBER 8665761039 CA		$17.65	Business	7009-000	TRAVEL		
4655	07/26/2022	PAYPAL *UBER 8665761039 CA		$31.76	Business	7009-000	TRAVEL		
4656	07/26/2022	PAYPAL *UBER 8665761039 CA		$45.87	Business	7009-000	TRAVEL		
4657	07/26/2022	PAYPAL *UBER 8665761039 CA		$92.82	Business	7009-000	TRAVEL		
4658	07/26/2022	PAYPAL *UBER EATS 8665761039 CA		$7.00	Business	7009-000	TRAVEL		
4659	07/26/2022	PAYPAL *UBER EATS 8665761039 CA		$31.78	Business	7009-000	TRAVEL		
4660	07/26/2022	STARBUCKS STORE 1088 RIVERSIDE CA		$8.50	Business	7009-000	TRAVEL		
4661	07/26/2022	WALGREENS #6147 0000 ONTARIO CA		$34.11	Business	7009-000	TRAVEL		
4662	07/26/2022	TST* THE MEXICAN LOC DALLAS TX		$390.81	Business	7012-000	MEALS & ENTERTAINMENT		
4663	07/26/2022	ALIVECOR INC MOUNTAIN VI CA		$9.99	Business	7530-000	DATA PROCESSING		
4664	07/26/2022	ALIVECOR INC MOUNTAIN VI CA		$9.99	Business	7530-000	DATA PROCESSING		
4666	07/26/2022	HLU*HULU 17107704517 HULU.COM/BILL CA		$86.59	Business	7530-000	DATA PROCESSING		
4667	07/26/2022	VIASAT IN-FLIGHT WI- CARLSBAD US		$19.00	Business	7530-000	DATA PROCESSING		
4669	07/26/2022	PAYPAL *MICHELLPINED 4029357733 FL		$411.90	Business	7570-000	OFFICE SUPPLIES		
4672	07/27/2022	CADOGAN TATE MIAMI 917-464-4777 FL		$1,000.00	Business	7012-001	RELOCATION-DC		
4673	07/27/2022	CUBESMART 492 436845 DALLAS TX		$1,102.00	Business	7012-001	RELOCATION-DC		
4674	07/27/2022	AMERICAN AIRLINES 800-433-7300 TX		$177.01	Business	7009-000	TRAVEL		
4675	07/27/2022	AMERICAN AIRLINES 800-433-7300 TX		$697.61	Business	7009-000	TRAVEL		
4676	07/27/2022	BT*DD *DOORDASH CRIS SAN FRANCISCO CA		$88.25	Business	7009-000	TRAVEL		
4677	07/27/2022	CHRISTOPHER R WOOD P PHOENIX AZ		$120.00	Business	7009-000	TRAVEL		
4678	07/27/2022	COURTYARD 3U8 Ruston LA		$16.03	Business	7009-000	TRAVEL		
4679	07/27/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL		$134.62	Business	7009-000	TRAVEL		
4680	07/27/2022	PAYPAL *UBER 8665761039 CA		$3.00	Business	7009-000	TRAVEL		
4681	07/27/2022	PAYPAL *UBER 8665761039 CA		$3.00	Business	7009-000	TRAVEL		
4682	07/27/2022	PAYPAL *UBER 8665761039 CA		$6.35	Business	7009-000	TRAVEL		
4683	07/27/2022	PAYPAL *UBER 8665761039 CA		$15.78	Business	7009-000	TRAVEL		
4684	07/27/2022	PAYPAL *UBER 8665761039 CA		$15.78	Business	7009-000	TRAVEL		
4685	07/27/2022	PAYPAL *UBER 8665761039 CA		$137.88	Business	7009-000	TRAVEL		
4686	07/27/2022	RIVERSIDE MARRIOTT RIVERSIDE CA		$271.31	Business	7009-000	TRAVEL		
4689	07/27/2022	STARBUCKS STORE 2574 DALLAS TX		$8.62	Business	7009-000	TRAVEL		
4691	07/27/2022	APPLE STORE R144 R14 DALLAS TX		$43.25	Business	7570-000	OFFICE SUPPLIES		
4692	07/27/2022	APPLE STORE R144 R14 DALLAS TX		$231.61	Business	7570-000	OFFICE SUPPLIES		
4693	07/27/2022	APPLE.COM/US CUPERTINO CA		$1,999.38	Business	7570-000	OFFICE SUPPLIES		
4696	07/28/2022	HLU*HULU 20797497322 HULU.COM/BILL CA		$7.57	Business	7530-000	DATA PROCESSING		
4698	07/28/2022	TST* ASCENSION COFFE DALLAS TX		$12.70	Business	7012-000	MEALS & ENTERTAINMENT		
4699	07/28/2022	THE LUMEN HOTEL DALLAS TX		$1,531.63	Business	7009-000	TRAVEL		
4700	07/28/2022	PARK HOUSE 000000001 DALLAS TX		$289.84	Business	7012-000	MEALS & ENTERTAINMENT		
4702	07/28/2022	LEES COUNTER TAPPS 0 PHOENIX AZ		$1,530.00	Business	7009-000	TRAVEL		
4703	07/28/2022	J'S TAILOR & CLEANER DALLAS TX		$102.95	Business	7012-001	RELOCATION-DC		
4704	07/28/2022	HUDSON HOUSE LAS COL IRVING TX		$30.48	Business	7012-000	MEALS & ENTERTAINMENT		

Credit Card

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Filtered Total $ 1,180,681.29
Total $ 1,180,681.29

Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
4707	07/28/2022	BT*DD *DOORDASH FLOW SAN FRANCISCO CA	$85.97	Business	7009-000	TRAVEL		
4708	07/28/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
4709	07/28/2022	APPLE.COM/BILL CUPERTINO CA	$11.90	Business	7530-000	DATA PROCESSING		
4710	07/28/2022	APPLE.COM/BILL CUPERTINO CA	$24.88	Business	7530-000	DATA PROCESSING		
4711	07/28/2022	ANNUAL MEMBERSHIP RENEWAL FEE	$550.00	Business	7009-000	TRAVEL		
4714	07/29/2022	TST* EGGSQUISITE - F FRISCO TX	$46.81	Business	7012-000	MEALS & ENTERTAINMENT		
4715	07/29/2022	STARBUCKS 800-782-72 SEATTLE WA	$25.00	Business	7009-000	TRAVEL		
4716	07/29/2022	PAYPAL *UBER 8665761039 CA	$24.58	Business	7009-000	TRAVEL		
4718	07/29/2022	NEIGHBORHOOD SERVICE DALLAS TX	$104.68	Business	7012-000	MEALS & ENTERTAINMENT		
4719	07/29/2022	LUCKY LIQUOR DALLAS TX	$172.08	Business	7012-000	MEALS & ENTERTAINMENT		
4720	07/29/2022	GRUBHUB*DIVECOASTALC NEW YORK NY	$66.08	Business	7012-000	MEALS & ENTERTAINMENT		
4724	07/29/2022	DRIP COFFEE CO. 2 Dallas TX	$4.55	Business	7012-000	MEALS & ENTERTAINMENT		
4726	07/29/2022	CVS/PHARMACY #10758 DALLAS TX	$48.92	Business	7009-000	TRAVEL		
4727	07/29/2022	CHRISTOPHER R WOOD P PHOENIX AZ	$100.00	Business	7009-000	TRAVEL		
4728	07/29/2022	APPLE.COM/BILL CUPERTINO CA	$14.06	Business	7530-000	DATA PROCESSING		
4731	07/30/2022	W DALLAS VICTORY ROO DALLAS TX	$854.68	Business	7009-000	TRAVEL		
4732	07/30/2022	VIRGIN HOTELS DALLAS DALLAS TX	$104.94	Business	7009-000	TRAVEL		
4733	07/30/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
4734	07/30/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
4735	07/30/2022	THE LUMEN HOTEL DALLAS TX	$891.29	Business	7009-000	TRAVEL		
4736	07/30/2022	THE LUMEN HOTEL DALLAS TX	$1,204.23	Business	7009-000	TRAVEL		
4739	07/30/2022	SOULCYCLE NEW YORK NY	$124.00	Business	7009-000	TRAVEL		
4741	07/30/2022	PAYPAL *UBER 8665761039 CA	$27.22	Business	7009-000	TRAVEL		
4742	07/30/2022	PAYPAL *UBER 8665761039 CA	$29.45	Business	7009-000	TRAVEL		
4743	07/30/2022	PAYPAL *UBER 8665761039 CA	$101.35	Business	7009-000	TRAVEL		
4744	07/30/2022	PACIFICA DEL MAR DEL MAR CA	$134.01	Business	7009-000	TRAVEL		
4745	07/30/2022	MDC*MAGAZINES.COM 800-929-2691 IA	$99.00	Business	7530-000	DATA PROCESSING		
4746	07/30/2022	LYFT *RIDE SAT 3PM SAN FRANCISCO CA	$24.00	Business	7009-000	TRAVEL		
4747	07/30/2022	L'AUBERGE DEL MAR 16 Del Mar CA	$792.67	Business	7009-000	TRAVEL		
4749	07/30/2022	HOTELSCOM91748316216 HOTELS.COM WA	$688.35	Business	7009-000	TRAVEL		
4750	07/30/2022	HOTELSCOM91559636732 HOTELS.COM WA	$1,383.12	Business	7009-000	TRAVEL		
4751	07/30/2022	HOTELSCOM91559634807 HOTELS.COM WA	$1,290.92	Business	7009-000	TRAVEL		
4752	07/30/2022	GUM.CO/CC* PASCAL FI SAN FRANCISCO CA	$196.00	Business	7009-000	TRAVEL		
4753	07/30/2022	FEDEX Office 0191 15 DALLAS TX	$12.74	Business	7570-000	OFFICE SUPPLIES		
4755	07/30/2022	DL MACKS HILLCREST 6 DALLAS TX	$29.90	Business	7012-000	MEALS & ENTERTAINMENT		
4757	07/30/2022	BT*DD *DOORDASH CRIS SAN FRANCISCO CA	$76.86	Business	7009-000	TRAVEL		
4760	7/30/2022	ABC*DESTINATIONDALLA ALLEN TX	$32.46	Business	7012-000	MEALS & ENTERTAINMENT		
4761	07/31/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
4762	07/31/2022	UBER POSTMATES SAN FRANCISCO CA	$10.00	Business	7009-000	TRAVEL		
4763	07/31/2022	UBER POSTMATES SAN FRANCISCO CA	$26.15	Business	7009-000	TRAVEL		
4764	07/31/2022	TST* MAYER'S GARDEN DALLAS TX	$58.45	Business	7009-000	TRAVEL		
4765	07/31/2022	THE LUMEN HOTEL DALLAS TX	$10.00	Business	7009-000	TRAVEL		
4766	07/31/2022	STARBUCKS STORE 675 DALLAS TX	$7.35	Business	7009-000	TRAVEL		
4767	07/31/2022	PRIME VIDEO*LA59U7GJ 888-802-3080 WA	$10.81	Business	7530-000	DATA PROCESSING		
4769	07/31/2022	PAYPAL *UBER 8665761039 CA	$53.49	Business	7009-000	TRAVEL		
4770	07/31/2022	PAYPAL *UBER 8665761039 CA	$69.92	Business	7009-000	TRAVEL		
4771	07/31/2022	LYFT *RIDE SUN 2AM SAN FRANCISCO CA	$123.00	Business	7009-000	TRAVEL		
4772	07/31/2022	LYFT *RIDE SAT 4PM SAN FRANCISCO CA	$58.00	Business	7009-000	TRAVEL		
4776	07/31/2022	HOTELSCOM91748445293 HOTELS.COM WA	$195.80	Business	7009-000	TRAVEL		
4778	07/31/2022	CODYS LA JOLLA 89900 LA JOLLA CA	$103.81	Business	7009-000	TRAVEL		
4779	07/31/2022	CKE*BIRD BAKERY SAN SAN ANTONIO TX	$20.46	Business	7009-000	TRAVEL		
4780	07/31/2022	BT*SKYMD, INC. SAN DIEGO CA	$79.00	Business	7009-000	TRAVEL		
4781	07/31/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$90.73	Business	7009-000	TRAVEL		
4782	07/31/2022	APPLE.COM/BILL CUPERTINO CA	$1.99	Business	7530-000	DATA PROCESSING		
4783	07/31/2022	APPLE.COM/BILL CUPERTINO CA	$9.99	Business	7530-000	DATA PROCESSING		
4784	07/31/2022	APPLE.COM/BILL CUPERTINO CA	$16.77	Business	7530-000	DATA PROCESSING		
4786	07/31/2022	American Airlines FT WORTH TX	$488.60	Business	7009-000	TRAVEL		
4787	07/31/2022	American Airlines FT WORTH TX	$508.59	Business	7009-000	TRAVEL		
4792	08/01/2022	VIRGIN HOTELS DALLAS DALLAS TX	$7.58	Business	7009-000	TRAVEL		
4794	08/01/2022	TST* BETTER BUZZ ENC ENCINITAS CA	$41.35	Business	7009-000	TRAVEL		
4795	08/01/2022	THE LUMEN HOTEL DALLAS TX	$10.00	Business	7009-000	TRAVEL		
4796	08/01/2022	THE LUMEN HOTEL DALLAS TX	$158.77	Business	7009-000	TRAVEL		
4797	08/01/2022	THE LUMEN HOTEL DALLAS TX	$403.85	Business	7009-000	TRAVEL		
4798	08/01/2022	SP VUORI CLOTHING ENCINITAS CA	$329.28	Business	7012-000	MEALS & ENTERTAINMENT		
4799	08/01/2022	SP STATION RETAIL ENCINITAS CA	$5.37	Business	7009-000	TRAVEL		
4800	08/01/2022	PAYPAL *UBER 8665761039 CA	$24.60	Business	7009-000	TRAVEL		
4801	08/01/2022	PAYPAL *UBER 8665761039 CA	$25.79	Business	7009-000	TRAVEL		
4802	08/01/2022	PAYPAL *UBER 8665761039 CA	$36.72	Business	7009-000	TRAVEL		
4803	08/01/2022	PAYPAL *UBER 8665761039 CA	$43.05	Business	7009-000	TRAVEL		
4806	08/01/2022	HOTELSCOM72358911251 HOTELS.COM WA	$3,141.11	Business	7009-000	TRAVEL		
4807	08/01/2022	HOTELSCOM72358910642 HOTELS.COM WA	$5,033.04	Business	7009-000	TRAVEL		
4808	08/01/2022	FOUR SEASONS SURF CL SURFSIDE FL	$2,449.66	Business	7009-000	TRAVEL		
4809	08/01/2022	EINSTEIN BROS BAGELS Grand Prairie TX	$6.96	Business	7012-000	MEALS & ENTERTAINMENT		
4812	08/01/2022	DFW 0296A CNBC News DFW Inter Airport TX	$4.25	Business	7009-000	TRAVEL		
4813	08/01/2022	BT*AUDIOBOOKS.COM PRINCE FREDERCK MD	$16.18	Business	7530-000	DATA PROCESSING		
4816	08/01/2022	American Airlines FT WORTH TX	$448.60	Business	7009-000	TRAVEL		
4817	08/01/2022	American Airlines FT WORTH TX	$448.60	Business	7009-000	TRAVEL		
4818	08/01/2022	American Airlines FT WORTH TX	$673.60	Business	7009-000	TRAVEL		
4819	08/01/2022	AMERICAN AIRLINES 800-433-7300 TX	$1,893.20	Business	7009-000	TRAVEL		
4823	08/02/2022	TST* EN FUEGO CANTIN DEL MAR CA	$66.31	Business	7009-000	TRAVEL		
4824	08/02/2022	TST* EN FUEGO CANTIN DEL MAR CA	$88.69	Business	7009-000	TRAVEL		
4825	08/02/2022	THE STATION SEABROOK ISLA SC	$26.36	Business	7009-000	TRAVEL		
4826	08/02/2022	ROAM DEL MAR DEL MAR CA	$70.67	Business	7009-000	TRAVEL		
4827	08/02/2022	PREMIER TRANSPORTATI DALLAS CA	$283.10	Business	7009-000	TRAVEL		
4828	08/02/2022	PAYPAL *UBER 8665761039 CA	$4.21	Business	7009-000	TRAVEL		
4829	08/02/2022	PAYPAL *UBER 8665761039 CA	$50.23	Business	7009-000	TRAVEL		
4832	08/02/2022	PARAKEET CAFE DEL MA San Diego CA	$97.43	Business	7009-000	TRAVEL		
4838	08/02/2022	AVRA BEVERLY HILLS 0 BEVERLY HILLS CA	$281.90	Business	7009-000	TRAVEL		
4839	08/02/2022	APPLE.COM/BILL CUPERTINO CA	$9.99	Business	7530-000	DATA PROCESSING		
4840	08/02/2022	American Airlines FT WORTH TX	$63.56	Business	7009-000	TRAVEL		
4841	08/02/2022	American Airlines FT WORTH TX	$470.60	Business	7009-000	TRAVEL		
4842	08/02/2022	4TE*POST ALARM SYSTE ARCADIA CA	$43.00	Business	7012-001	RELOCATION-DC		
4845	08/03/2022	SOULCYCLE INC. NEW YORK NY	$8.00	Business	7009-000	TRAVEL		
4846	08/03/2022	PAYPAL *UBER 8665761039 CA	$20.53	Business	7009-000	TRAVEL		
4847	08/03/2022	PAYPAL *UBER 8665761039 CA	$65.85	Business	7009-000	TRAVEL		
4848	08/03/2022	PAYPAL *UBER 8665761039 CA	$67.09	Business	7009-000	TRAVEL		
4849	08/03/2022	PAYPAL *CARLOS_CHAVE 4029357733 TX	$514.80	Business	7570-000	OFFICE SUPPLIES		

Credit Card

Privileged and Confidential
AMEX Transaction Listing

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Filtered Total $ 1,180,681.29
Total $ 1,180,681.29

Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
4851	08/03/2022	J NICHOLS KITCHEN 65 MARINA DEL RE CA	$9.54	Business	7009-000	TRAVEL		
4852	08/03/2022	J NICHOLS KITCHEN 65 MARINA DEL RE CA	$91.10	Business	7009-000	TRAVEL		
4855	08/03/2022	APPLE STORE R108 R10 LOS ANGELES CA	$85.42	Business	7530-000	DATA PROCESSING		
4856	08/03/2022	American Airlines FT WORTH TX	$505.60	Business	7009-000	TRAVEL		
4858	08/04/2022	TST* ALFRED COFFEE - BEVERLY HILLS CA	$7.50	Business	7009-000	TRAVEL		
4859	08/04/2022	THE BEVERLY HILLS HO BEVERLY HILLS CA	$52.56	Business	7009-000	TRAVEL		
4860	08/04/2022	THE BEVERLY HILLS HO BEVERLY HILLS CA	$204.28	Business	7009-000	TRAVEL		
4861	08/04/2022	THE BEVERLY HILLS HO BEVERLY HILLS CA	$1,791.48	Business	7009-000	TRAVEL		
4862	08/04/2022	RESORTS ADVANCE DEPO PEBBLE BEACH CA	$2,539.56	Business	7009-000	TRAVEL		
4863	08/04/2022	R+D NEWPRT949.219.05 NEWPORT BEACH CA	$65.95	Business	7009-000	TRAVEL		
4864	08/04/2022	PAYPAL *PYAIMPORTER 4029357733	$183.14	Business	7570-000	OFFICE SUPPLIES		
4868	08/04/2022	HTTP://WWW.GOGOAIR.C 877-350-0038 IL	$59.95	Business	7530-000	DATA PROCESSING		
4871	08/04/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$38.85	Business	7009-000	TRAVEL		
4872	08/04/2022	BT*DD *DOORDASH CHIP SAN FRANCISCO CA	$29.46	Business	7009-000	TRAVEL		
4874	08/04/2022	APPLE.COM/BILL CUPERTINO CA	$75.76	Business	7530-000	DATA PROCESSING		
4876	08/04/2022	American Airlines FT WORTH TX	$561.60	Business	7009-000	TRAVEL		
4877	08/04/2022	American Airlines FT WORTH TX	$561.60	Business	7009-000	TRAVEL		
4878	08/04/2022	American Airlines FT WORTH TX	$561.60	Business	7009-000	TRAVEL		
4879	08/04/2022	American Airlines FT WORTH TX	$648.60	Business	7009-000	TRAVEL		
4880	08/04/2022	American Airlines FT WORTH TX	$648.60	Business	7009-000	TRAVEL		
4881	08/04/2022	American Airlines FT WORTH TX	$648.60	Business	7009-000	TRAVEL		
4882	08/05/2022	WHOLEFDS DMR #10434 DEL MAR CA	$178.69	Business	7009-000	TRAVEL		
4883	08/05/2022	TST* BEESIDE BALCONY DEL MAR CA	$115.70	Business	7009-000	TRAVEL		
4884	08/05/2022	TRUMP INTERNATIONAL NEW YORK NY	$12,433.04	Business	7009-000	TRAVEL		
4885	08/05/2022	SP FAIRWAYANDGREENE SHELTON CT	$238.00	Business	7012-000	MEALS & ENTERTAINMENT		
4886	08/05/2022	SOUTHWEST AIRLINES 800-435-9792 TX	$188.98	Business	7009-000	TRAVEL		
4889	08/05/2022	PAYPAL *UBER 8665761039 CA	$119.47	Business	7009-000	TRAVEL		
4892	08/05/2022	PARK HOUSE - ECOM 00 DALLAS TX	$438.88	Business	7012-000	MEALS & ENTERTAINMENT		
4893	08/05/2022	PARAKEET CAFE DEL MA San Diego CA	$21.60	Business	7009-000	TRAVEL		
4894	08/05/2022	NICKS DEL MAR 3377 D C CA	$169.15	Business	7009-000	TRAVEL		
4897	08/05/2022	HTTP://WWW.GOGOAIR.C 877-350-0038 IL	$19.00	Business	7530-000	DATA PROCESSING		
4898	08/05/2022	CHARLESTON AIRPORT CHARLESTON SC	$13.76	Business	7009-000	TRAVEL		
4899	08/05/2022	CADOGAN TATE MIAMI 917-464-4777 FL	$450.00	Business	7012-001	RELOCATION-DC		
4900	08/05/2022	APPLE.COM/BILL CUPERTINO CA	$32.46	Business	7530-000	DATA PROCESSING		
4901	08/05/2022	AMERICANA RESTAURANT DEL MAR CA	$65.51	Business	7009-000	TRAVEL		
4902	08/06/2022	TST* MONARCH OCEAN P SAN DIEGO CA	$133.90	Business	7009-000	TRAVEL		
4903	08/06/2022	PAYPAL *UBER 8665761039 CA	$8.98	Business	7009-000	TRAVEL		
4905	08/06/2022	PAYPAL *NETFLIX.COM 8667160414 CA	$21.64	Business	7570-000	OFFICE SUPPLIES		
4907	08/06/2022	PARAKEET CAFE DEL MA San Diego CA	$48.49	Business	7009-000	TRAVEL		
4909	08/06/2022	NAPSTER I RHAPSODY 206-707-8100 WA	$10.81	Business	7530-000	DATA PROCESSING		
4910	08/06/2022	MARKET DEL MAR 00B5 DEL MAR CA	$111.58	Business	7009-000	TRAVEL		
4911	08/06/2022	MARKET DEL MAR 00B5 DEL MAR CA	$284.03	Business	7009-000	TRAVEL		
4912	08/06/2022	LYFT *RIDE SAT 5PM SAN FRANCISCO CA	$80.00	Business	7009-000	TRAVEL		
4913	08/06/2022	LYFT *RIDE SAT 3PM SAN FRANCISCO CA	$28.00	Business	7009-000	TRAVEL		
4914	08/06/2022	LYFT *RIDE SAT 12P SAN FRANCISCO CA	$197.00	Business	7009-000	TRAVEL		
4915	08/06/2022	LYFT *RIDE FRI 12P SAN FRANCISCO CA	$115.00	Business	7009-000	TRAVEL		
4917	08/06/2022	KEN'S SUSHI WORKSHOP SAN DIEGO CA	$219.71	Business	7009-000	TRAVEL		
4918	08/06/2022	HOTELSCOM91610911879 HOTELS.COM WA	$617.56	Business	7009-000	TRAVEL		
4921	08/06/2022	BODYROK SAN DIEGO 43 CARLSBAD CA	$30.00	Business	7009-000	TRAVEL		
4922	08/06/2022	BODYROK SAN DIEGO 43 CARLSBAD CA	$30.00	Business	7009-000	TRAVEL		
4925	08/07/2022	SPECTRUM 855-707-7328 MO	$225.56	Business	7530-000	DATA PROCESSING		
4926	08/07/2022	RANCHO VALENCA PONY RANCHO SANTA CA	$243.65	Business	7009-000	TRAVEL		
4927	08/07/2022	PAYPAL *UBER 8665761039 CA	$24.18	Business	7009-000	TRAVEL		
4928	08/07/2022	PAYPAL *UBER 8665761039 CA	$59.24	Business	7009-000	TRAVEL		
4929	08/07/2022	PARK HYATT AVIARA GO CARLSBAD CA	$575.78	Business	7009-000	TRAVEL		
4930	08/07/2022	MARKET RESTAURANT Del Mar CA	$13.00	Business	7009-000	TRAVEL		
4931	08/07/2022	LYFT *RIDE SUN 9AM SAN FRANCISCO CA	$98.00	Business	7009-000	TRAVEL		
4932	08/07/2022	LYFT *RIDE SUN 1PM SAN FRANCISCO CA	$11.21	Business	7009-000	TRAVEL		
4933	08/07/2022	LYFT *RIDE SUN 1PM SAN FRANCISCO CA	$54.79	Business	7009-000	TRAVEL		
4934	08/07/2022	LYFT *RIDE SUN 11A SAN FRANCISCO CA	$15.00	Business	7009-000	TRAVEL		
4935	08/07/2022	LYFT *RIDE SAT 10P SAN FRANCISCO CA	$64.00	Business	7009-000	TRAVEL		
4936	08/07/2022	LYFT *CANCEL FEE SAN FRANCISCO CA	$2.00	Business	7009-000	TRAVEL		
4939	08/07/2022	APPLE.COM/BILL CUPERTINO CA	$36.78	Business	7530-000	DATA PROCESSING		
4940	08/08/2022	TST* ALCE 101 000237 SOLANA BEACH CA	$370.71	Business	7009-000	TRAVEL		
4941	08/08/2022	PRIME VIDEO*D60RE9SU 888-802-3080 WA	$6.48	Business	7530-000	DATA PROCESSING		
4942	08/08/2022	PAYPAL *UBER 8665761039 CA	$23.89	Business	7009-000	TRAVEL		
4943	08/08/2022	PAYPAL *UBER 8665761039 CA	$34.67	Business	7009-000	TRAVEL		
4944	08/08/2022	PAYPAL *UBER 8665761039 CA	$36.46	Business	7009-000	TRAVEL		
4945	08/08/2022	PAYPAL *UBER 8665761039 CA	$55.83	Business	7009-000	TRAVEL		
4946	08/08/2022	PAYPAL *MICHELLPINED 4029357733 FL	$411.90	Business	7570-000	OFFICE SUPPLIES		
4948	08/08/2022	PAYPAL *FSATHOME 7024794020 NV	$565.00	Business	7570-000	OFFICE SUPPLIES		
4949	08/08/2022	PARAKEET CAFE DEL MA San Diego CA	$111.19	Business	7009-000	TRAVEL		
4950	08/08/2022	LYFT *RIDE SUN 5PM SAN FRANCISCO CA	$138.00	Business	7009-000	TRAVEL		
4951	08/08/2022	LYFT *RIDE MON 5PM SAN FRANCISCO CA	$312.00	Business	7009-000	TRAVEL		
4952	08/08/2022	LYFT *RIDE MON 11A SAN FRANCISCO CA	$0.21	Business	7009-000	TRAVEL		
4953	08/08/2022	LYFT *RIDE MON 11A SAN FRANCISCO CA	$24.00	Business	7009-000	TRAVEL		
4954	08/08/2022	LYFT *RIDE MON 11A SAN FRANCISCO CA	$88.79	Business	7009-000	TRAVEL		
4955	08/08/2022	LYFT *RIDE MON 10P SAN FRANCISCO CA	$21.00	Business	7009-000	TRAVEL		
4956	08/08/2022	LYFT *RIDE MON 10A SAN FRANCISCO CA	$28.78	Business	7009-000	TRAVEL		
4957	08/08/2022	LYFT *RIDE MON 10A SAN FRANCISCO CA	$34.22	Business	7009-000	TRAVEL		
4958	08/08/2022	L'AUBERGE DEL MAR 16 Del Mar CA	$40.00	Business	7009-000	TRAVEL		
4959	08/08/2022	L'AUBERGE DEL MAR 16 Del Mar CA	$3,364.08	Business	7009-000	TRAVEL		
4960	08/08/2022	L'AUBERGE DEL MAR 16 Del Mar CA	$4,376.81	Business	7009-000	TRAVEL		
4961	08/08/2022	HOTELSCOM72363573732 HOTELS.COM WA	$227.25	Business	7009-000	TRAVEL		
4962	08/08/2022	GUM.CO/CC* TJE RESEA SAN FRANCISCO CA	$24.99	Business	7009-000	TRAVEL		
4967	08/08/2022	BODYROK SAN DIEGO 43 CARLSBAD CA	$30.00	Business	7009-000	TRAVEL		
4970	08/09/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
4971	08/09/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
4972	08/09/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
4973	08/09/2022	UNIT 1 Dallas TX	$25.00	Business	7012-000	MEALS & ENTERTAINMENT		
4974	08/09/2022	UBER EATS SAN FRANCISCO CA	$77.21	Business	7009-000	TRAVEL		
4975	08/09/2022	TST* SUPERFOODS LA C LA COSTA CA	$3.99	Business	7009-000	TRAVEL		
4976	08/09/2022	TST* SUPERFOODS LA C LA COSTA CA	$11.95	Business	7009-000	TRAVEL		
4977	08/09/2022	TST* SUPERFOODS LA C LA COSTA CA	$17.98	Business	7009-000	TRAVEL		
4978	08/09/2022	SWA INFLIGHT WIFI 800-435-9792 CA	$8.00	Business	7009-000	TRAVEL		
4979	08/09/2022	SP EXPRESSIONS-LTD TALENT OR	$150.40	Business	7009-000	TRAVEL		
4980	08/09/2022	PEBBLE BCH GOLF LINK PEBBLE BEACH CA	$646.50	Business	7009-000	TRAVEL		

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Total $ 1,180,681.29

Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
4981	08/09/2022	PAYPAL *UBER 8665761039 CA	$11.16	Business	7009-000	TRAVEL		
4982	08/09/2022	PAYPAL *UBER 8665761039 CA	$16.93	Business	7009-000	TRAVEL		
4983	08/09/2022	PAYPAL *UBER 8665761039 CA	$37.03	Business	7009-000	TRAVEL		
4984	08/09/2022	PAYPAL *UBER 8665761039 CA	$84.65	Business	7009-000	TRAVEL		
4985	08/09/2022	PAYPAL *UBER 8665761039 CA	$176.77	Business	7009-000	TRAVEL		
4990	08/09/2022	MANSIONONTURTLECREEK DALLAS TX	$172.64	Business	7009-000	TRAVEL		
4991	08/09/2022	MANSIONONTURTLECREEK DALLAS TX	$193.00	Business	7009-000	TRAVEL		
4992	08/09/2022	LYFT *RIDE TUE 8PM SAN FRANCISCO CA	$21.00	Business	7009-000	TRAVEL		
4993	08/09/2022	LYFT *RIDE TUE 8PM SAN FRANCISCO CA	$46.00	Business	7009-000	TRAVEL		
4994	08/09/2022	LYFT *RIDE TUE 8AM SAN FRANCISCO CA	$46.00	Business	7009-000	TRAVEL		
4995	08/09/2022	LYFT *RIDE TUE 1PM SAN FRANCISCO CA	$9.17	Business	7009-000	TRAVEL		
4996	08/09/2022	LYFT *RIDE TUE 1PM SAN FRANCISCO CA	$60.83	Business	7009-000	TRAVEL		
4997	08/09/2022	LYFT *RIDE TUE 12P SAN FRANCISCO CA	$19.00	Business	7009-000	TRAVEL		
4998	08/09/2022	LYFT *RIDE TUE 11A SAN FRANCISCO CA	$20.01	Business	7009-000	TRAVEL		
4999	08/09/2022	LYFT *RIDE TUE 11A SAN FRANCISCO CA	$27.99	Business	7009-000	TRAVEL		
5000	08/09/2022	LYFT *RIDE TUE 10A SAN FRANCISCO CA	$29.00	Business	7009-000	TRAVEL		
5001	08/09/2022	LYFT *RIDE MON 10P SAN FRANCISCO CA	$15.00	Business	7009-000	TRAVEL		
5002	08/09/2022	L'AUBERGE DEL MAR 16 Del Mar CA	$13.05	Business	7009-000	TRAVEL		
5003	08/09/2022	L'AUBERGE DEL MAR 16 Del Mar CA	$2,998.30	Business	7009-000	TRAVEL		
5004	08/09/2022	HOTELSCOM72364331449 HOTELS.COM WA	$272.92	Business	7009-000	TRAVEL		
5005	08/09/2022	GO RENTALS SAN 65000 SAN DIEGO CA	$4,815.94	Business	7009-000	TRAVEL		
5006	08/09/2022	APPLE.COM/US CUPERTINO CA	$1,804.53	Business	7530-000	DATA PROCESSING		
5007	08/09/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
5009	08/10/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
5010	08/10/2022	PEBBLE BCH GOLF LINK PEBBLE BEACH CA	$16.16	Business	7009-000	TRAVEL		
5011	08/10/2022	PAYPAL *UBER 8665761039 CA	$41.09	Business	7009-000	TRAVEL		
5012	08/10/2022	PAYPAL *UBER 8665761039 CA	$138.14	Business	7009-000	TRAVEL		
5013	08/10/2022	PAYPAL *UBER 8665761039 CA	$146.32	Business	7009-000	TRAVEL		
5014	08/10/2022	PASATIEMPO GOLF CLUB SANTA CRUZ CA	$1,128.05	Business	7009-000	TRAVEL		
5017	08/10/2022	LYFT *RIDE WED 9PM SAN FRANCISCO CA	$19.40	Business	7009-000	TRAVEL		
5018	08/10/2022	LYFT *RIDE WED 9PM SAN FRANCISCO CA	$123.60	Business	7009-000	TRAVEL		
5019	08/10/2022	LYFT *RIDE WED 10A SAN FRANCISCO CA	$26.00	Business	7009-000	TRAVEL		
5020	08/10/2022	LYFT *RIDE TUE 9PM SAN FRANCISCO CA	$21.00	Business	7009-000	TRAVEL		
5021	08/10/2022	LYFT *CANCEL FEE SAN FRANCISCO CA	$3.00	Business	7009-000	TRAVEL		
5022	08/10/2022	L'AUBERGE DEL MAR 16 Del Mar CA	$50.03	Business	7009-000	TRAVEL		
5023	08/10/2022	L'AUBERGE DEL MAR 16 Del Mar CA	$445.00	Business	7009-000	TRAVEL		
5024	08/10/2022	JETSUITEX 0432 DALLAS TX	$618.00	Business	7009-000	TRAVEL		
5025	08/10/2022	ELITE COURIERS L.L.C 305-298-3778 FL	$150.00	Business	7555-000	POSTAGE-FREIGHT		
5029	08/10/2022	BT*DD *DOORDASH MAKO SAN FRANCISCO CA	$87.51	Business	7009-000	TRAVEL		
5030	08/10/2022	BT*DD *DOORDASH ASCE SAN FRANCISCO CA	$99.47	Business	7009-000	TRAVEL		
5032	08/10/2022	American Airlines FT WORTH TX	$741.10	Business	7009-000	TRAVEL		
5034	08/11/2022	UNIT 1 Dallas TX	$305.00	Business	7012-000	MEALS & ENTERTAINMENT		
5035	08/11/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
5036	08/11/2022	PAYPAL *UBER 8665761039 CA	$11.39	Business	7009-000	TRAVEL		
5037	08/11/2022	PAYPAL *UBER 8665761039 CA	$17.05	Business	7009-000	TRAVEL		
5038	08/11/2022	PAYPAL *UBER 8665761039 CA	$17.28	Business	7009-000	TRAVEL		
5039	08/11/2022	PAYPAL *UBER 8665761039 CA	$21.15	Business	7009-000	TRAVEL		
5040	08/11/2022	PAYPAL *UBER 8665761039 CA	$23.12	Business	7009-000	TRAVEL		
5041	08/11/2022	PAYPAL *UBER 8665761039 CA	$29.26	Business	7009-000	TRAVEL		
5042	08/11/2022	PAYPAL *UBER 8665761039 CA	$56.95	Business	7009-000	TRAVEL		
5043	08/11/2022	PAYPAL *UBER 8665761039 CA	$112.12	Business	7009-000	TRAVEL		
5044	08/11/2022	PAYPAL *EXPRESSVPN 3106018492 DE	$12.95	Business	7570-000	OFFICE SUPPLIES		
5045	08/11/2022	LYFT *RIDE WED 9PM SAN FRANCISCO CA	$34.00	Business	7009-000	TRAVEL		
5046	08/11/2022	LYFT *RIDE THU 9AM SAN FRANCISCO CA	$16.00	Business	7009-000	TRAVEL		
5047	08/11/2022	LYFT *RIDE THU 2PM SAN FRANCISCO CA	$26.00	Business	7009-000	TRAVEL		
5048	08/11/2022	LYFT *RIDE THU 1PM SAN FRANCISCO CA	$15.00	Business	7009-000	TRAVEL		
5049	08/11/2022	LYFT *RIDE THU 11A SAN FRANCISCO CA	$22.00	Business	7009-000	TRAVEL		
5050	08/11/2022	LYFT *RIDE THU 10A SAN FRANCISCO CA	$3.27	Business	7009-000	TRAVEL		
5051	08/11/2022	LYFT *RIDE THU 10A SAN FRANCISCO CA	$19.73	Business	7009-000	TRAVEL		
5054	08/11/2022	HOTELSCOM72365891293 HOTELS.COM WA	$591.04	Business	7009-000	TRAVEL		
5058	08/11/2022	APPLE.COM/BILL CUPERTINO CA	$37.31	Business	7530-000	DATA PROCESSING		
5060	08/11/2022	American Airlines FT WORTH TX	$615.60	Business	7009-000	TRAVEL		
5061	08/11/2022	American Airlines FT WORTH TX	$615.60	Business	7009-000	TRAVEL		
5062	08/11/2022	American Airlines FT WORTH TX	$645.60	Business	7009-000	TRAVEL		
5064	08/12/2022	PRIME VIDEO *PQ7Z569 888-802-3080 WA	$21.64	Business	7530-000	DATA PROCESSING		
5065	08/12/2022	PAYPAL *UBER 8665761039 CA	$10.88	Business	7009-000	TRAVEL		
5066	08/12/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
5067	08/12/2022	PAYPAL *UBER 8665761039 CA	$17.57	Business	7009-000	TRAVEL		
5068	08/12/2022	PAYPAL *UBER 8665761039 CA	$54.40	Business	7009-000	TRAVEL		
5069	08/12/2022	PAYPAL *UBER 8665761039 CA	$73.52	Business	7009-000	TRAVEL		
5072	08/12/2022	MANSIONONTURTLECREEK DALLAS TX	$29.06	Business	7009-000	TRAVEL		
5073	08/12/2022	MAKOTO BAL HARBOUR FL	$300.70	Business	7009-000	TRAVEL		
5074	08/12/2022	LYFT *RIDE THU 4PM SAN FRANCISCO CA	$19.00	Business	7009-000	TRAVEL		
5076	08/12/2022	La Provence CafE LAX Los Angeles CA	$35.83	Business	7009-000	TRAVEL		
5077	08/12/2022	HOTELSCOM72366274833 HOTELS.COM WA	$760.28	Business	7009-000	TRAVEL		
5078	08/12/2022	EXHALE FLORIDA DOWNT 305-4233906 FL	$30.00	Business	7009-000	TRAVEL		
5079	08/12/2022	EXHALE FLORIDA DOWNT 305-4233906 FL	$30.00	Business	7009-000	TRAVEL		
5080	08/12/2022	EXHALE BAL HARBOUR 305-4555411 FL	$16.05	Business	7009-000	TRAVEL		
5082	08/12/2022	CEP*RIVIERA CC 00000 PACIFIC PALIS CA	$274.83	Business	7009-000	TRAVEL		
5083	08/12/2022	BT*DD *DOORDASH PALM SAN FRANCISCO CA	$276.24	Business	7009-000	TRAVEL		
5085	08/12/2022	APPLE.COM/BILL CUPERTINO CA	$5.40	Business	7530-000	DATA PROCESSING		
5086	08/12/2022	American Airlines FT WORTH TX	$545.60	Business	7009-000	TRAVEL		
5087	08/12/2022	American Airlines FT WORTH TX	$567.60	Business	7009-000	TRAVEL		
5091	08/13/2022	VIRGIN HOTELS DALLAS DALLAS TX	$664.84	Business	7009-000	TRAVEL		
5092	08/13/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
5093	08/13/2022	UBER EATS SAN FRANCISCO CA	$70.28	Business	7009-000	TRAVEL		
5094	08/13/2022	TST* ASCENSION COFFE DALLAS TX	$4.33	Business	7012-000	MEALS & ENTERTAINMENT		
5095	08/13/2022	SPOTIFY NEW YORK NY	$17.31	Business	7530-000	DATA PROCESSING		
5096	08/13/2022	QUARTZ NEW YORK NY	$99.99	Business	7009-000	TRAVEL		
5097	08/13/2022	PAYPAL *UBER 8665761039 CA	$27.98	Business	7009-000	TRAVEL		
5098	08/13/2022	PAYPAL *UBER 8665761039 CA	$29.67	Business	7009-000	TRAVEL		
5099	08/13/2022	PAYPAL *UBER 8665761039 CA	$30.27	Business	7009-000	TRAVEL		
5100	08/13/2022	PAYPAL *UBER 8665761039 CA	$31.33	Business	7009-000	TRAVEL		
5102	08/13/2022	PAYPAL *MICHELLPINED 4029357733 FL	$206.10	Business	7570-000	OFFICE SUPPLIES		
5105	08/13/2022	PARKRECEIPTS.COM -V Plano TX	$10.00	Business	7009-000	TRAVEL		
5106	08/13/2022	PAO BY PAUL QUI MIAMI FL	$967.92	Business	7009-000	TRAVEL		
5108	08/13/2022	FUBOTV INC NEW YORK NY	$75.76	Business	7530-000	DATA PROCESSING		

Credit Card

Privileged and Confidential
AMEX Transaction Listing

[1] If Business Explanation has been identified, please mark (Y/N) if receipt exists for the related transaction.

Filtered Total $ 1,180,681.29
Total $ 1,180,681.29

Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
5109	08/13/2022	FREEDOM PARK DFW 972-252-2500 TX	$378.91	Business	7009-000	TRAVEL		
5110	08/13/2022	FOXTROT MARKET - UNI DALLAS TX	$4.06	Business	7012-000	MEALS & ENTERTAINMENT		
5111	08/13/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$62.58	Business	7009-000	TRAVEL		
5112	08/13/2022	BIG DADDY'S #34 0019 SURFSIDE FL	$340.14	Business	7012-000	MEALS & ENTERTAINMENT		
5116	08/14/2022	STARBUCKS 800-782-72 SEATTLE WA	$10.28	Business	7009-000	TRAVEL		
5117	08/14/2022	PAYPAL *UBER 8665761039 CA	$14.70	Business	7009-000	TRAVEL		
5118	08/14/2022	PAYPAL *UBER 8665761039 CA	$30.02	Business	7009-000	TRAVEL		
5119	08/14/2022	PAYPAL *UBER 8665761039 CA	$30.97	Business	7009-000	TRAVEL		
5120	08/14/2022	PAYPAL *UBER 8665761039 CA	$82.05	Business	7009-000	TRAVEL		
5122	08/14/2022	MERIT HIGHLAND PARK Dallas TX	$7.58	Business	7012-000	MEALS & ENTERTAINMENT		
5123	08/14/2022	MCDONALD'S F36212 00 Irving TX	$10.72	Business	7012-000	MEALS & ENTERTAINMENT		
5124	08/14/2022	MAKOTO BAL HARBOUR FL	$160.16	Business	7009-000	TRAVEL		
5125	08/14/2022	HLU*HULU 22629132490 HULU.COM/BILL CA	$75.76	Business	7530-000	DATA PROCESSING		
5127	08/14/2022	CUBESMART 492 436845 DALLAS TX	$467.00	Business	7012-001	RELOCATION-DC		
5128	08/14/2022	CUBESMART 492 436845 DALLAS TX	$666.00	Business	7012-001	RELOCATION-DC		
5133	08/14/2022	American Airlines FT WORTH TX	$1,171.60	Business	7009-000	TRAVEL		
5135	08/15/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
5137	08/15/2022	STARBUCKS 800-782-72 SEATTLE WA	$7.85	Business	7009-000	TRAVEL		
5138	08/15/2022	SESAME CARE - HEALTH MIAMI FL	$78.00	Business	7009-000	TRAVEL		
5139	08/15/2022	PAYPAL *UBER EATS 8665761039 CA	$12.13	Business	7009-000	TRAVEL		
5140	08/15/2022	PAYPAL *UBER EATS 8665761039 CA	$55.69	Business	7009-000	TRAVEL		
5141	08/15/2022	PAYPAL *UBER 8665761039 CA	$4.11	Business	7009-000	TRAVEL		
5142	08/15/2022	PAYPAL *UBER 8665761039 CA	$16.41	Business	7009-000	TRAVEL		
5143	08/15/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
5144	08/15/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
5145	08/15/2022	PAYPAL *UBER 8665761039 CA	$26.60	Business	7009-000	TRAVEL		
5146	08/15/2022	PAYPAL *NUTRAFOL 8884543320 NY	$79.00	Business	7570-000	OFFICE SUPPLIES		
5150	08/15/2022	GLF*GOLFNOWRESERVATI 844-800-4653 FL	$9.98	Business	7009-000	TRAVEL		
5151	08/15/2022	FOUR SEASONS CLUB AC IRVING TX	$1,386.47	Business	7012-000	MEALS & ENTERTAINMENT		
5153	08/15/2022	ELITE COURIERS L.L.C 305-298-3778 FL	$300.00	Business	7555-000	POSTAGE-FREIGHT		
5155	08/15/2022	DOCBRIGHT JERICHO NY	$59.00	Business	7009-000	TRAVEL		
5156	08/15/2022	CUBESMART 492 436845 DALLAS TX	$635.00	Business	7012-001	RELOCATION-DC		
5161	08/16/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
5162	08/16/2022	STARBUCKS 800-782-72 SEATTLE WA	$10.03	Business	7009-000	TRAVEL		
5163	08/16/2022	STARBUCKS 800-782-72 SEATTLE WA	$25.00	Business	7009-000	TRAVEL		
5164	08/16/2022	SP MATCHAFUL BROOKLYN NY	$96.98	Business	7009-000	TRAVEL		
5165	08/16/2022	R+D DALLAS214.890.79 DALLAS TX	$121.76	Business	7012-000	MEALS & ENTERTAINMENT		
5166	08/16/2022	PRIVATE CAR SERVICES Miami FL	$631.30	Business	7009-000	TRAVEL		
5167	08/16/2022	PAYPAL *UBER 8665761039 CA	$6.85	Business	7009-000	TRAVEL		
5168	08/16/2022	PAYPAL *UBER 8665761039 CA	$33.07	Business	7009-000	TRAVEL		
5169	08/16/2022	PAYPAL *UBER 8665761039 CA	$35.15	Business	7009-000	TRAVEL		
5170	08/16/2022	PAYPAL *UBER 8665761039 CA	$63.24	Business	7009-000	TRAVEL		
5175	08/16/2022	CVS/PHARMACY #00015 IRVING TX	$73.62	Business	7009-000	TRAVEL		
5176	08/16/2022	CUBAN CRAFTERS MIAMI MIAMI FL	$231.89	Business	7009-000	TRAVEL		
5177	08/16/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$50.78	Business	7009-000	TRAVEL		
5184	08/17/2022	STARBUCKS 800-782-72 SEATTLE WA	$10.03	Business	7009-000	TRAVEL		
5185	08/17/2022	PREMIER TRANSPORTATI DALLAS CA	$144.14	Business	7009-000	TRAVEL		
5187	08/17/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
5188	08/17/2022	PAYPAL *UBER 8665761039 CA	$24.55	Business	7009-000	TRAVEL		
5189	08/17/2022	PAYPAL *UBER 8665761039 CA	$31.04	Business	7009-000	TRAVEL		
5190	08/17/2022	PAYPAL *UBER 8665761039 CA	$32.65	Business	7009-000	TRAVEL		
5195	08/17/2022	GLF*GOLFPASS 800-767-3574 FL	$10.81	Business	7009-000	TRAVEL		
5198	08/17/2022	CVS/PHARMACY #00015 IRVING TX	$18.87	Business	7009-000	TRAVEL		
5201	08/17/2022	APPLE.COM/BILL CUPERTINO CA	$16.54	Business	7530-000	DATA PROCESSING		
5209	08/18/2022	STARBUCKS 800-782-72 SEATTLE WA	$10.03	Business	7009-000	TRAVEL		
5210	08/18/2022	PELOTON* MEMBERSHIP NEW YORK CITY NY	$44.00	Business	7530-000	DATA PROCESSING		
5212	08/18/2022	PAYPAL *UBER 8665761039 CA	$4.91	Business	7009-000	TRAVEL		
5213	08/18/2022	PAYPAL *UBER 8665761039 CA	$15.55	Business	7009-000	TRAVEL		
5217	08/18/2022	FOUR SEASONS HTL DAL IRVING TX	$132.89	Business	7012-000	MEALS & ENTERTAINMENT		
5218	08/18/2022	FOUR SEASONS HTL DAL IRVING TX	$1,213.36	Business	7012-000	MEALS & ENTERTAINMENT		
5219	08/18/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$53.08	Business	7009-000	TRAVEL		
5220	08/18/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$112.53	Business	7009-000	TRAVEL		
5223	08/18/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
5225	08/18/2022	American Airlines FT WORTH TX	$289.60	Business	7009-000	TRAVEL		
5227	08/18/2022	ALSAC 62807800357495 MEMPHIS TN	$10,000.00	Business	75250-000	LEGAL AND AUDIT		
5229	08/19/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
5230	08/19/2022	UBER POSTMATES SAN FRANCISCO CA	$15.00	Business	7009-000	TRAVEL		
5231	08/19/2022	UBER POSTMATES SAN FRANCISCO CA	$28.30	Business	7009-000	TRAVEL		
5232	08/19/2022	TICKETS 2 ALL 00-080 FRISCO TX	$1,370.00	Business	7012-000	MEALS & ENTERTAINMENT		
5233	08/19/2022	STREAMABLE.COM WILMINGTON DE	$5.00	Business	7530-000	DATA PROCESSING		
5234	08/19/2022	STARBUCKS 800-782-72 SEATTLE WA	$10.03	Business	7009-000	TRAVEL		
5235	08/19/2022	SPECTRUM 855-707-7328 MO	$315.10	Business	7530-000	DATA PROCESSING		
5238	08/19/2022	PREMIER TRANSPORTATI DALLAS CA	$129.77	Business	7009-000	TRAVEL		
5241	08/19/2022	PAYPAL *UBER EATS 8665761039 CA	$8.00	Business	7009-000	TRAVEL		
5242	08/19/2022	PAYPAL *UBER EATS 8665761039 CA	$33.27	Business	7009-000	TRAVEL		
5243	08/19/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
5244	08/19/2022	PAYPAL *UBER 8665761039 CA	$27.38	Business	7009-000	TRAVEL		
5245	08/19/2022	PAYPAL *UBER 8665761039 CA	$29.69	Business	7009-000	TRAVEL		
5246	08/19/2022	PAYPAL *UBER 8665761039 CA	$29.97	Business	7009-000	TRAVEL		
5247	08/19/2022	PAYPAL *UBER 8665761039 CA	$31.82	Business	7009-000	TRAVEL		
5249	08/19/2022	PAYPAL *MICHELLPINED 4029357733 FL	$514.80	Business	7570-000	OFFICE SUPPLIES		
5251	08/19/2022	PAO BY PAUL QUI MIAMI FL	$761.62	Business	7009-000	TRAVEL		
5252	08/19/2022	LYFT *RIDE FRI 6PM SAN FRANCISCO CA	$11.95	Business	7009-000	TRAVEL		
5253	08/19/2022	LYFT *RIDE FRI 4PM SAN FRANCISCO CA	$3.00	Business	7009-000	TRAVEL		
5254	08/19/2022	LYFT *RIDE FRI 4PM SAN FRANCISCO CA	$11.95	Business	7009-000	TRAVEL		
5257	08/19/2022	LEES COUNTER TAPPS 0 PHOENIX AZ	$1,567.54	Business	7009-000	TRAVEL		
5258	08/19/2022	HOTELSCOM91614983291 HOTELS.COM WA	$528.88	Business	7009-000	TRAVEL		
5259	08/19/2022	GOOGLE*YOUTUBE TV GO G.CO HELPPAY# US	$70.35	Business	7005-000	FUEL		
5260	08/19/2022	GLF*PURGATORYGOLF 00 NOBLESVILLE IN	$5.00	Business	7009-000	TRAVEL		
5261	08/19/2022	GLF*PURGATORYGOLF 00 NOBLESVILLE IN	$140.44	Business	7009-000	TRAVEL		
5268	08/19/2022	CLASSPASS* MONTHLY NEW YORK CITY NY	$59.00	Business	7009-000	TRAVEL		
5273	08/19/2022	American Airlines FT WORTH TX	$307.20	Business	7009-000	TRAVEL		
5274	08/19/2022	American Airlines FT WORTH TX	$307.20	Business	7009-000	TRAVEL		
5275	08/19/2022	American Airlines FT WORTH TX	$567.60	Business	7009-000	TRAVEL		
5279	08/20/2022	UBER POSTMATES SAN FRANCISCO CA	$10.00	Business	7009-000	TRAVEL		
5280	08/20/2022	UBER POSTMATES SAN FRANCISCO CA	$12.00	Business	7009-000	TRAVEL		
5281	08/20/2022	UBER POSTMATES SAN FRANCISCO CA	$22.91	Business	7009-000	TRAVEL		

Credit Card

Privileged and Confidential
AMEX Transaction Listing

[1] If Business Explanation has been identified, please mark (Y/N) if receipt exists for the related transaction.

			Filtered Total	$ 1,180,681.29					
			Total	$ 1,180,681.29					
Ref.	**Transaction Date**	**Transaction Description**		**Transaction Amount USD**	**Updated DC Coding 5.1.23**	**GL Code**	**GL Description**	**Business Explanation**	**Receipt [1]**
5282	08/20/2022	UBER POSTMATES SAN FRANCISCO CA		$27.80	Business	7009-000	TRAVEL		
5283	08/20/2022	UBER EATS SAN FRANCISCO CA		$69.68	Business	7009-000	TRAVEL		
5284	08/20/2022	STARBUCKS 800-782-72 SEATTLE WA		$26.05	Business	7009-000	TRAVEL		
5285	08/20/2022	PAYPAL *UBER 8665761039 CA		$3.00	Business	7009-000	TRAVEL		
5286	08/20/2022	PAYPAL *UBER 8665761039 CA		$4.20	Business	7009-000	TRAVEL		
5287	08/20/2022	PAYPAL *UBER 8665761039 CA		$10.00	Business	7009-000	TRAVEL		
5288	08/20/2022	PAYPAL *UBER 8665761039 CA		$15.60	Business	7009-000	TRAVEL		
5289	08/20/2022	PAYPAL *UBER 8665761039 CA		$17.88	Business	7009-000	TRAVEL		
5290	08/20/2022	PAYPAL *UBER 8665761039 CA		$21.03	Business	7009-000	TRAVEL		
5291	08/20/2022	PAYPAL *UBER 8665761039 CA		$29.95	Business	7009-000	TRAVEL		
5292	08/20/2022	PAYPAL *UBER 8665761039 CA		$30.55	Business	7009-000	TRAVEL		
5293	08/20/2022	PAYPAL *UBER 8665761039 CA		$69.00	Business	7009-000	TRAVEL		
5294	08/20/2022	PAYPAL *UBER 8665761039 CA		$78.02	Business	7009-000	TRAVEL		
5296	08/20/2022	PAYPAL *CHRISTOPHER 4029357733 IL		$10.00	Business	7570-000	OFFICE SUPPLIES		
5297	08/20/2022	PARKRECEIPTS.COM -V Plano TX		$10.00	Business	7009-000	TRAVEL		
5301	08/20/2022	CITY WIDE CITY WIDE\ CHICAGO NY		$54.60	Business	7009-000	TRAVEL		
5304	08/20/2022	APPLE.COM/BILL CUPERTINO CA		$7.57	Business	7530-000	DATA PROCESSING		
5313	08/21/2022	ZUMA MIAMI MIAMI FL		$240.00	Business	7009-000	TRAVEL		
5314	08/21/2022	UBER POSTMATES SAN FRANCISCO CA		$5.35	Business	7009-000	TRAVEL		
5315	08/21/2022	UBER POSTMATES SAN FRANCISCO CA		$21.41	Business	7009-000	TRAVEL		
5316	08/21/2022	TST* SWAN 300575982 MIAMI FL		$169.30	Business	7009-000	TRAVEL		
5318	08/21/2022	SPOTIFY NEW YORK NY		$10.81	Business	7530-000	DATA PROCESSING		
5320	08/21/2022	SOUTHWEST AIRLINES (DALLAS TX		$322.99	Business	7009-000	TRAVEL		
5321	08/21/2022	SOFITEL CHICAGO FD CHICAGO IL		$159.68	Business	7009-000	TRAVEL		
5322	08/21/2022	SOFITEL CHICAGO FD CHICAGO IL		$509.38	Business	7009-000	TRAVEL		
5323	08/21/2022	PROPAY*La DUNI Latin 2145207300 TX		$57.51	Business	7012-000	MEALS & ENTERTAINMENT		
5324	08/21/2022	PRIME VIDEO*1H5HX9LL 888-802-3080 WA		$9.73	Business	7530-000	DATA PROCESSING		
5327	08/21/2022	PAYPAL *UBER 8665761039 CA		$29.50	Business	7009-000	TRAVEL		
5328	08/21/2022	PAYPAL *UBER 8665761039 CA		$30.27	Business	7009-000	TRAVEL		
5329	08/21/2022	PAYPAL *UBER 8665761039 CA		$56.45	Business	7009-000	TRAVEL		
5331	08/21/2022	JETSUITEX 0432 DALLAS TX		$209.00	Business	7009-000	TRAVEL		
5334	08/21/2022	DOORDASH DASHPASS SAN FRANCISCO CA		$9.99	Business	7009-000	TRAVEL		
5335	08/21/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA		$41.65	Business	7009-000	TRAVEL		
5336	08/21/2022	BALLERINA FARM KAMAS UT		$392.00	Business	7012-000	MEALS & ENTERTAINMENT		
5340	08/21/2022	1 HOTEL SOUTH BEACH MIAMI BEACH FL		$45.72	Business	7009-000	TRAVEL		
5342	08/22/2022	STARBUCKS 800-782-72 SEATTLE WA		$10.03	Business	7009-000	TRAVEL		
5343	08/22/2022	PAYPAL *UBER 8665761039 CA		$35.49	Business	7009-000	TRAVEL		
5344	08/22/2022	PAYPAL *UBER 8665761039 CA		$36.16	Business	7009-000	TRAVEL		
5350	08/22/2022	DOORDASH DASHPASS SAN FRANCISCO CA		$9.99	Business	7009-000	TRAVEL		
5351	08/22/2022	CHEVRON 0047674/CHEV MIAMI BEACH FL		$107.20	Business	7005-000	FUEL		
5353	08/22/2022	APPLE.COM/US CUPERTINO CA		$105.93	Business	7530-000	DATA PROCESSING		
5358	08/23/2022	WAYFAIR*WAYFAIR WAYFAIR.COM MA		$132.07	Business	7570-000	OFFICE SUPPLIES		
5359	08/23/2022	UPTOWN CAFE BLOOMINGTON IN		$89.52	Business	7009-000	TRAVEL		
5360	08/23/2022	UBER POSTMATES SAN FRANCISCO CA		$10.00	Business	7009-000	TRAVEL		
5361	08/23/2022	UBER POSTMATES SAN FRANCISCO CA		$26.65	Business	7009-000	TRAVEL		
5362	08/23/2022	TST* UPLAND BREWING BLOOMINGTON IN		$29.63	Business	7009-000	TRAVEL		
5364	08/23/2022	STARBUCKS 800-782-72 SEATTLE WA		$10.03	Business	7009-000	TRAVEL		
5365	08/23/2022	SP 22 SYSTEM VANCOUVER		$380.00	Business	7009-000	TRAVEL		
5366	08/23/2022	SOUTHWEST AIRLINES 800-435-9792 TX		$290.98	Business	7009-000	TRAVEL		
5367	08/23/2022	PURA VIDA BAY HARBOR BAY HARBOR IS FL		$57.74	Business	7009-000	TRAVEL		
5368	08/23/2022	PAYPAL *UBER 8665761039 CA		$29.82	Business	7009-000	TRAVEL		
5369	08/23/2022	PAYPAL *UBER 8665761039 CA		$33.97	Business	7009-000	TRAVEL		
5371	08/23/2022	PAYPAL *OSCARFTORRES 4029357733 TX		$514.80	Business	7570-000	OFFICE SUPPLIES		
5375	08/23/2022	MARATHON PETRO256404 INDIANAPOLIS IN		$100.00	Business	7009-000	TRAVEL		
5376	08/23/2022	GLF*GOLFNOWRESERVATI 844-800-4653 FL		$9.98	Business	7009-000	TRAVEL		
5378	08/23/2022	EQUINOX MOTO #451 45 DALLAS TX		$197.02	Business	7012-000	MEALS & ENTERTAINMENT		
5379	08/23/2022	EQUINOX MOTO #451 45 DALLAS TX		$303.10	Business	7012-000	MEALS & ENTERTAINMENT		
5381	08/23/2022	CVS/PHARMACY #06585 INDIANAPOLIS IN		$106.95	Business	7009-000	TRAVEL		
5382	08/23/2022	CVS/PHARMACY #06585 INDIANAPOLIS IN		$179.27	Business	7009-000	TRAVEL		
5384	08/23/2022	APPLE.COM/BILL CUPERTINO CA		$7.57	Business	7530-000	DATA PROCESSING		
5385	08/23/2022	APPLE.COM/BILL CUPERTINO CA		$10.81	Business	7530-000	DATA PROCESSING		
5390	08/24/2022	ZSK*RZ MONTEREY GRLL CARMEL IN		$157.80	Business	7009-000	TRAVEL		
5391	08/24/2022	VIASAT IN-FLIGHT WI- CARLSBAD US		$19.00	Business	7530-000	DATA PROCESSING		
5392	08/24/2022	TANGO ROOM DALLAS TX		$97.94	Business	7012-000	MEALS & ENTERTAINMENT		
5393	08/24/2022	Starbucks A37 DFW 15 DALLAS TX		$4.25	Business	7009-000	TRAVEL		
5394	08/24/2022	STARBUCKS 51861 00-0 INDIANAPOLIS IN		$6.48	Business	7009-000	TRAVEL		
5395	08/24/2022	PAYPAL *UBER 8665761039 CA		$9.17	Business	7009-000	TRAVEL		
5396	08/24/2022	PAYPAL *UBER 8665761039 CA		$11.43	Business	7009-000	TRAVEL		
5397	08/24/2022	PAYPAL *UBER 8665761039 CA		$25.80	Business	7009-000	TRAVEL		
5398	08/24/2022	PAYPAL *UBER 8665761039 CA		$45.86	Business	7009-000	TRAVEL		
5399	08/24/2022	PAYPAL *UBER 8665761039 CA		$57.15	Business	7009-000	TRAVEL		
5400	08/24/2022	PAYPAL *UBER 8665761039 CA		$108.41	Business	7009-000	TRAVEL		
5401	08/24/2022	PAYPAL *UBER 8665761039 CA		$129.00	Business	7009-000	TRAVEL		
5407	08/24/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA		$59.34	Business	7009-000	TRAVEL		
5409	08/24/2022	APPLE.COM/BILL CUPERTINO CA		$10.81	Business	7530-000	DATA PROCESSING		
5415	08/25/2022	TST* ASCENSION COFFE DALLAS TX		$25.65	Business	7012-000	MEALS & ENTERTAINMENT		
5417	08/25/2022	TANGO ROOM DALLAS TX		$359.44	Business	7012-000	MEALS & ENTERTAINMENT		
5419	08/25/2022	PAYPAL *UBER 8665761039 CA		$3.00	Business	7009-000	TRAVEL		
5420	08/25/2022	PAYPAL *UBER 8665761039 CA		$11.72	Business	7009-000	TRAVEL		
5421	08/25/2022	PAYPAL *UBER 8665761039 CA		$12.73	Business	7009-000	TRAVEL		
5422	08/25/2022	PAYPAL *UBER 8665761039 CA		$15.78	Business	7009-000	TRAVEL		
5423	08/25/2022	PAYPAL *UBER 8665761039 CA		$58.62	Business	7009-000	TRAVEL		
5424	08/25/2022	PAYPAL *UBER 8665761039 CA		$61.09	Business	7009-000	TRAVEL		
5429	08/25/2022	AMERICAN AIRLINES 800-433-7300 TX		$1,637.20	Business	7009-000	TRAVEL		
5430	08/26/2022	TST* ASCENSION COFFE DALLAS TX		$10.26	Business	7012-000	MEALS & ENTERTAINMENT		
5431	08/26/2022	R+D Kitchen- 8883039 WILMINGTON DE		$200.00	Business	7009-000	TRAVEL		
5432	08/26/2022	PAYPAL *UBER 8665761039 CA		$7.54	Business	7009-000	TRAVEL		
5433	08/26/2022	PAYPAL *UBER 8665761039 CA		$8.29	Business	7009-000	TRAVEL		
5434	08/26/2022	PAYPAL *UBER 8665761039 CA		$8.44	Business	7009-000	TRAVEL		
5435	08/26/2022	PAYPAL *UBER 8665761039 CA		$9.42	Business	7009-000	TRAVEL		
5436	08/26/2022	PAYPAL *UBER 8665761039 CA		$22.72	Business	7009-000	TRAVEL		
5437	08/26/2022	PAYPAL *UBER 8665761039 CA		$28.46	Business	7009-000	TRAVEL		
5438	08/26/2022	PAYPAL *UBER 8665761039 CA		$31.19	Business	7009-000	TRAVEL		
5439	08/26/2022	PAYPAL *UBER 8665761039 CA		$34.46	Business	7009-000	TRAVEL		
5440	08/26/2022	PAYPAL *UBER 8665761039 CA		$34.80	Business	7009-000	TRAVEL		
5441	08/26/2022	PAYPAL *UBER 8665761039 CA		$37.73	Business	7009-000	TRAVEL		
5442	08/26/2022	PAYPAL *UBER 8665761039 CA		$45.94	Business	7009-000	TRAVEL		

Credit Card

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Filtered Total $ 1,180,681.29
Total $ 1,180,681.29

Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
5443	08/26/2022	PAYPAL *UBER 8665761039 CA	$47.42	Business	7009-000	TRAVEL		
5444	08/26/2022	PAYPAL *UBER 8665761039 CA	$54.29	Business	7009-000	TRAVEL		
5446	08/26/2022	PAYPAL *PHAIDON 02078431132	$84.95	Business	7570-000	OFFICE SUPPLIES		
5447	08/26/2022	PAYPAL *MICHELLPINED 4029357733 FL	$514.80	Business	7570-000	OFFICE SUPPLIES		
5450	08/26/2022	PAO BY PAUL QUI MIAMI FL	$402.86	Business	7009-000	TRAVEL		
5451	08/26/2022	LIM*RIDE COST SAN FRANCISCO CA	$5.17	Business	7009-000	TRAVEL		
5454	08/26/2022	HLU*HULU 17107704537 HULU.COM/BILL CA	$83.34	Business	7530-000	DATA PROCESSING		
5456	08/26/2022	FLOWER CHILD DALLAS DALLAS TX	$24.30	Business	7012-000	MEALS & ENTERTAINMENT		
5462	08/26/2022	AMERICAN AIRLINES 800-433-7300 TX	$557.60	Business	7009-000	TRAVEL		
5463	08/26/2022	AMERICAN AIRLINES 800-433-7300 TX	$557.60	Business	7009-000	TRAVEL		
5471	08/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		
5472	08/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		
5477	08/27/2022	PAYPAL *UBER 8665761039 CA	$4.45	Business	7009-000	TRAVEL		
5478	08/27/2022	PAYPAL *UBER 8665761039 CA	$4.54	Business	7009-000	TRAVEL		
5479	08/27/2022	PAYPAL *UBER 8665761039 CA	$6.88	Business	7009-000	TRAVEL		
5480	08/27/2022	PAYPAL *UBER 8665761039 CA	$25.93	Business	7009-000	TRAVEL		
5481	08/27/2022	PAYPAL *UBER 8665761039 CA	$30.27	Business	7009-000	TRAVEL		
5482	08/27/2022	PAYPAL *UBER 8665761039 CA	$32.48	Business	7009-000	TRAVEL		
5483	08/27/2022	PAYPAL *UBER 8665761039 CA	$34.44	Business	7009-000	TRAVEL		
5484	08/27/2022	PAYPAL *UBER 8665761039 CA	$38.02	Business	7009-000	TRAVEL		
5485	08/27/2022	PAYPAL *UBER 8665761039 CA	$71.32	Business	7009-000	TRAVEL		
5490	08/27/2022	JETSUITEX 0432 DALLAS TX	$164.00	Business	7009-000	TRAVEL		
5492	08/27/2022	FOOD MART 0000000001 AUSTIN TX	$8.67	Business	7009-000	TRAVEL		
5493	08/27/2022	Flower Child Dallas Dallas TX	$7.58	Business	7012-000	MEALS & ENTERTAINMENT		
5495	08/27/2022	CVS/PHARMACY #10351 DALLAS TX	$306.04	Business	7009-000	TRAVEL		
5497	08/27/2022	American Airlines FT WORTH TX	$1,548.20	Business	7009-000	TRAVEL		
5500	08/27/2022	AMERICAN AIRLINES 800-433-7300 TX	$76.00	Business	7009-000	TRAVEL		
5504	08/27/2022	CUBESMART 492 436845 DALLAS TX	$1,102.00	Business	7012-001	RELOCATION-DC		
5506	08/27/2022	VIRGIN HOTELS DALLAS DALLAS TX	$723.84	Business	7009-000	TRAVEL		
5507	08/28/2022	HLU*HULU 20797497365 HULU.COM/BILL CA	$7.57	Business	7530-000	DATA PROCESSING		
5518	08/28/2022	APPLE.COM/BILL CUPERTINO CA	$8.65	Business	7530-000	DATA PROCESSING		
5519	08/28/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
5520	08/28/2022	APPLE.COM/BILL CUPERTINO CA	$11.90	Business	7530-000	DATA PROCESSING		
5521	08/28/2022	APPLE.COM/BILL CUPERTINO CA	$16.23	Business	7530-000	DATA PROCESSING		
5524	08/28/2022	HOTELSCOM91618008162 HOTELS.COM WA	$1,152.62	Business	7009-000	TRAVEL		
5526	08/28/2022	PAYPAL *UBER 8665761039 CA	$17.17	Business	7009-000	TRAVEL		
5527	08/28/2022	PAYPAL *UBER 8665761039 CA	$29.75	Business	7009-000	TRAVEL		
5528	08/28/2022	PAYPAL *UBER 8665761039 CA	$31.06	Business	7009-000	TRAVEL		
5529	08/28/2022	PAYPAL *UBER 8665761039 CA	$93.10	Business	7009-000	TRAVEL		
5538	08/29/2022	APPLE.COM/BILL CUPERTINO CA	$14.06	Business	7530-000	DATA PROCESSING		
5540	08/29/2022	DIPTYQUE BAL HARBOUR BAL HARBOUR FL	$235.40	Business	7012-000	MEALS & ENTERTAINMENT		
5544	08/29/2022	AMERICAN AIRLINES 800-433-7300 TX	$228.35	Business	7009-000	TRAVEL		
5545	08/29/2022	AMERICAN AIRLINES 800-433-7300 TX	$1,843.57	Business	7009-000	TRAVEL		
5546	08/29/2022	American Airlines FT WORTH TX	$63.56	Business	7009-000	TRAVEL		
5547	08/29/2022	American Airlines FT WORTH TX	$326.60	Business	7009-000	TRAVEL		
5548	08/29/2022	American Airlines FT WORTH TX	$693.60	Business	7009-000	TRAVEL		
5549	08/29/2022	American Airlines FT WORTH TX	$1,133.19	Business	7009-000	TRAVEL		
5552	08/29/2022	PAYPAL *UBER 8665761039 CA	$5.18	Business	7009-000	TRAVEL		
5553	08/29/2022	PAYPAL *UBER 8665761039 CA	$18.62	Business	7009-000	TRAVEL		
5554	08/29/2022	PAYPAL *UBER 8665761039 CA	$95.05	Business	7009-000	TRAVEL		
5556	08/29/2022	VIRGIN HOTEL - FUNNY DALLAS TX	$7.58	Business	7009-000	TRAVEL		
5561	08/30/2022	ABC*DESTINATIONDALLA ALLEN TX	$32.46	Business	7012-000	MEALS & ENTERTAINMENT		
5562	08/30/2022	ROGUE 08487005208944 614-3586190 OH	$67.00	Business	7012-000	MEALS & ENTERTAINMENT		
5563	08/30/2022	TST* ASCENSION COFFE DALLAS TX	$4.33	Business	7012-000	MEALS & ENTERTAINMENT		
5564	08/30/2022	AMERICAN AIRLINES 800-433-7300 TX	$364.01	Business	7009-000	TRAVEL		
5565	08/30/2022	AMERICAN AIRLINES 800-433-7300 TX	$371.01	Business	7009-000	TRAVEL		
5566	08/30/2022	AMERICAN AIRLINES 800-433-7300 TX	$371.01	Business	7009-000	TRAVEL		
5567	08/30/2022	CVS/PHARMACY #10758 DALLAS TX	$57.72	Business	7009-000	TRAVEL		
5568	08/30/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$115.23	Business	7009-000	TRAVEL		
5569	08/30/2022	GRAND BEACH HOTEL SU SURFSIDE FL	$447.55	Business	7009-000	TRAVEL		
5571	08/30/2022	PAYPAL *UBER 8665761039 CA	$15.78	Business	7009-000	TRAVEL		
5572	08/30/2022	PAYPAL *UBER 8665761039 CA	$19.01	Business	7009-000	TRAVEL		
5573	08/30/2022	PAYPAL *UBER 8665761039 CA	$37.02	Business	7009-000	TRAVEL		
5574	08/30/2022	PAYPAL *UBER 8665761039 CA	$42.88	Business	7009-000	TRAVEL		
5575	08/30/2022	PAYPAL *UBER 8665761039 CA	$67.20	Business	7009-000	TRAVEL		
5576	08/30/2022	PAYPAL *UBER 8665761039 CA	$87.68	Business	7009-000	TRAVEL		
5577	08/30/2022	UBER POSTMATES SAN FRANCISCO CA	$10.00	Business	7009-000	TRAVEL		
5578	08/30/2022	UBER POSTMATES SAN FRANCISCO CA	$28.30	Business	7009-000	TRAVEL		
5585	08/31/2022	U.S. RETAILERS 855-600-3859 TX	$40.18	Business	7570-000	OFFICE SUPPLIES		
5586	08/31/2022	APPLE.COM/BILL CUPERTINO CA	$1.99	Business	7530-000	DATA PROCESSING		
5587	08/31/2022	APPLE.COM/BILL CUPERTINO CA	$9.99	Business	7530-000	DATA PROCESSING		
5588	08/31/2022	PRIME VIDEO*BX3OM022 888-802-3080 WA	$11.90	Business	7530-000	DATA PROCESSING		
5589	08/31/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
5590	08/31/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
5593	08/31/2022	MI COCINA HP 0014 DALLAS TX	$50.11	Business	7012-000	MEALS & ENTERTAINMENT		
5594	08/31/2022	R+D DALLAS214.890.79 DALLAS TX	$138.91	Business	7012-000	MEALS & ENTERTAINMENT		
5595	08/31/2022	CVS/PHARMACY #07643 DALLAS TX	$36.24	Business	7009-000	TRAVEL		
5596	08/31/2022	GRAND BEACH HOTEL SU SURFSIDE FL	$442.89	Business	7009-000	TRAVEL		
5597	08/31/2022	MANSIONONTURTLECREEK DALLAS TX	$130.90	Business	7009-000	TRAVEL		
5598	08/31/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
5599	08/31/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
5600	08/31/2022	PAYPAL *UBER 8665761039 CA	$5.18	Business	7009-000	TRAVEL		
5601	08/31/2022	PAYPAL *UBER 8665761039 CA	$6.02	Business	7009-000	TRAVEL		
5602	08/31/2022	PAYPAL *UBER 8665761039 CA	$16.60	Business	7009-000	TRAVEL		
5603	08/31/2022	PAYPAL *UBER 8665761039 CA	$16.73	Business	7009-000	TRAVEL		
5604	08/31/2022	PAYPAL *UBER 8665761039 CA	$21.11	Business	7009-000	TRAVEL		
5605	08/31/2022	PAYPAL *UBER 8665761039 CA	$25.93	Business	7009-000	TRAVEL		
5606	08/31/2022	PAYPAL *UBER 8665761039 CA	$26.28	Business	7009-000	TRAVEL		
5607	08/31/2022	PAYPAL *UBER 8665761039 CA	$33.93	Business	7009-000	TRAVEL		
5608	08/31/2022	PAYPAL *UBER 8665761039 CA	$50.21	Business	7009-000	TRAVEL		
5609	08/31/2022	PAYPAL *UBER 8665761039 CA	$52.38	Business	7009-000	TRAVEL		
5610	08/31/2022	PAYPAL *UBER 8665761039 CA	$70.47	Business	7009-000	TRAVEL		
5611	08/31/2022	PAYPAL *UBER 8665761039 CA	$75.82	Business	7009-000	TRAVEL		
5612	08/31/2022	PAYPAL *UBER 8665761039 CA	$136.65	Business	7009-000	TRAVEL		
5613	08/31/2022	SUNYOGA7 HALLANDALE BEACH FL	$28.00	Business	7009-000	TRAVEL		
5614	08/31/2022	VIRGIN HOTELS DALLAS DALLAS TX	$7.58	Business	7009-000	TRAVEL		
5619	09/01/2022	BT*AUDIOBOOKS.COM PRINCE FREDERCK MD	$16.18	Business	7530-000	DATA PROCESSING		

Credit Card

Privileged and Confidential
AMEX Transaction Listing

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Filtered Total $ 1,180,681.29
Total $ 1,180,681.29

Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
5622	09/01/2022	TANGO ROOM DALLAS TX	$285.23	Business	7012-000	MEALS & ENTERTAINMENT		
5623	09/01/2022	AMERICAN AIRLINES 800-433-7300 TX	$34.67	Business	7009-000	TRAVEL		
5624	09/01/2022	AMERICAN AIRLINES 800-433-7300 TX	$44.10	Business	7009-000	TRAVEL		
5625	09/01/2022	FOUR SEASONS SURF CL SURFSIDE FL	$2,979.44	Business	7009-000	TRAVEL		
5628	09/01/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
5629	09/01/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
5630	09/01/2022	PAYPAL *UBER 8665761039 CA	$4.10	Business	7009-000	TRAVEL		
5631	09/01/2022	PAYPAL *UBER 8665761039 CA	$4.14	Business	7009-000	TRAVEL		
5632	09/01/2022	PAYPAL *UBER 8665761039 CA	$16.69	Business	7009-000	TRAVEL		
5633	09/01/2022	PAYPAL *UBER 8665761039 CA	$19.62	Business	7009-000	TRAVEL		
5634	09/01/2022	PAYPAL *UBER 8665761039 CA	$20.75	Business	7009-000	TRAVEL		
5635	09/01/2022	PAYPAL *UBER 8665761039 CA	$25.29	Business	7009-000	TRAVEL		
5636	09/01/2022	PAYPAL *UBER 8665761039 CA	$35.91	Business	7009-000	TRAVEL		
5637	09/01/2022	UBER POSTMATES SAN FRANCISCO CA	$12.36	Business	7009-000	TRAVEL		
5638	09/01/2022	UBER POSTMATES SAN FRANCISCO CA	$82.40	Business	7009-000	TRAVEL		
5647	09/02/2022	PAYPAL *MICHELLPINED 4029357733 FL	$514.80	Business	7570-000	OFFICE SUPPLIES		
5649	09/02/2022	APPLE.COM/BILL CUPERTINO CA	$9.99	Business	7530-000	DATA PROCESSING		
5651	09/02/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
5652	09/02/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
5653	09/02/2022	4TE*POST ALARM SYSTE ARCADIA CA	$43.00	Business	7012-001	RELOCATION-DC		
5654	09/02/2022	CLR*STRETCHZONE21439 DALLAS TX	$420.00	Business	7012-000	MEALS & ENTERTAINMENT		
5655	09/02/2022	HOTEL CRESCENT COURT DALLAS TX	$297.99	Business	7012-000	MEALS & ENTERTAINMENT		
5656	09/02/2022	PAPPASITOS'S CANTINA DALLAS TX	$45.03	Business	7012-000	MEALS & ENTERTAINMENT		
5657	09/02/2022	ROGUE 08487005208944 614-3586190 OH	$34.57	Business	7012-000	MEALS & ENTERTAINMENT		
5658	09/02/2022	BT*DD *DOORDASH JOET SAN FRANCISCO CA	$34.89	Business	7009-000	TRAVEL		
5659	09/02/2022	GLOBAL-E.VIVOBAREFOO UNITED KINGDOM	$96.30	Business	7009-000	TRAVEL		
5660	09/02/2022	GRAND BEACH HOTEL SU SURFSIDE FL	$11.22	Business	7009-000	TRAVEL		
5661	09/02/2022	GRAND BEACH HOTEL SU SURFSIDE FL	$447.44	Business	7009-000	TRAVEL		
5662	09/02/2022	GRAND BEACH HOTEL SU SURFSIDE FL	$946.16	Business	7009-000	TRAVEL		
5663	09/02/2022	GRAND BEACH HOTEL SU SURFSIDE FL	$999.00	Business	7009-000	TRAVEL		
5664	09/02/2022	HOTELSCOM72380691875 HOTELS.COM WA	$1,186.00	Business	7009-000	TRAVEL		
5666	09/02/2022	MANSIONONTURTLECREEK DALLAS TX	$39.62	Business	7009-000	TRAVEL		
5668	09/02/2022	PAYPAL *UBER 8665761039 CA	$3.65	Business	7009-000	TRAVEL		
5669	09/02/2022	PAYPAL *UBER 8665761039 CA	$4.51	Business	7009-000	TRAVEL		
5670	09/02/2022	PAYPAL *UBER 8665761039 CA	$7.97	Business	7009-000	TRAVEL		
5671	09/02/2022	PAYPAL *UBER 8665761039 CA	$8.61	Business	7009-000	TRAVEL		
5672	09/02/2022	PAYPAL *UBER 8665761039 CA	$22.55	Business	7009-000	TRAVEL		
5673	09/02/2022	PAYPAL *UBER 8665761039 CA	$24.36	Business	7009-000	TRAVEL		
5674	09/02/2022	PAYPAL *UBER 8665761039 CA	$38.40	Business	7009-000	TRAVEL		
5675	09/02/2022	PAYPAL *UBER 8665761039 CA	$41.32	Business	7009-000	TRAVEL		
5676	09/02/2022	PAYPAL *UBER 8665761039 CA	$47.11	Business	7009-000	TRAVEL		
5677	09/02/2022	PAYPAL *UBER 8665761039 CA	$47.73	Business	7009-000	TRAVEL		
5678	09/02/2022	PAYPAL *UBER 8665761039 CA	$53.19	Business	7009-000	TRAVEL		
5679	09/02/2022	PAYPAL *UBER 8665761039 CA	$56.36	Business	7009-000	TRAVEL		
5680	09/02/2022	PAYPAL *UBER 8665761039 CA	$63.91	Business	7009-000	TRAVEL		
5684	09/03/2022	KLARNA *LYST COLUMBUS OH	$90.92	Business	7530-000	DATA PROCESSING		
5687	09/03/2022	EXHALE FLORIDA DOWNT 305-4233906 FL	$30.00	Business	7009-000	TRAVEL		
5688	09/03/2022	HOTELSCOM91619959187 HOTELS.COM WA	$306.76	Business	7009-000	TRAVEL		
5689	09/03/2022	HUTONG MIAMI MIAMI FL	$50.00	Business	7009-000	TRAVEL		
5691	09/03/2022	PAPA JOHN'S #1136 00 SUNNY ISL BCH FL	$75.08	Business	7009-000	TRAVEL		
5692	09/03/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
5693	09/03/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
5694	09/03/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
5695	09/03/2022	PAYPAL *UBER 8665761039 CA	$4.51	Business	7009-000	TRAVEL		
5696	09/03/2022	PAYPAL *UBER 8665761039 CA	$7.15	Business	7009-000	TRAVEL		
5697	09/03/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
5698	09/03/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
5699	09/03/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
5700	09/03/2022	PAYPAL *UBER 8665761039 CA	$22.55	Business	7009-000	TRAVEL		
5701	09/03/2022	PAYPAL *UBER 8665761039 CA	$23.06	Business	7009-000	TRAVEL		
5702	09/03/2022	PAYPAL *UBER 8665761039 CA	$23.89	Business	7009-000	TRAVEL		
5703	09/03/2022	PAYPAL *UBER 8665761039 CA	$23.97	Business	7009-000	TRAVEL		
5704	09/03/2022	PAYPAL *UBER 8665761039 CA	$24.85	Business	7009-000	TRAVEL		
5705	09/03/2022	PAYPAL *UBER 8665761039 CA	$26.67	Business	7009-000	TRAVEL		
5706	09/03/2022	PAYPAL *UBER 8665761039 CA	$36.06	Business	7009-000	TRAVEL		
5707	09/03/2022	PAYPAL *UBER 8665761039 CA	$37.97	Business	7009-000	TRAVEL		
5708	09/03/2022	PAYPAL *UBER 8665761039 CA	$48.79	Business	7009-000	TRAVEL		
5709	09/03/2022	PAYPAL *UBER 8665761039 CA	$50.00	Business	7009-000	TRAVEL		
5710	09/03/2022	PAYPAL *UBER 8665761039 CA	$92.73	Business	7009-000	TRAVEL		
5711	09/03/2022	PURA VIDA BAY HARBOR BAY HARBOR IS FL	$44.74	Business	7009-000	TRAVEL		
5716	09/04/2022	APPLE.COM/BILL CUPERTINO CA	$75.76	Business	7530-000	DATA PROCESSING		
5717	09/04/2022	HTTP://WWW.GOGOAIR.C 877-350-0038 IL	$59.95	Business	7530-000	DATA PROCESSING		
5720	09/04/2022	American Airlines FT WORTH TX	$18.48	Business	7009-000	TRAVEL		
5721	09/04/2022	American Airlines FT WORTH TX	$372.60	Business	7009-000	TRAVEL		
5722	09/04/2022	American Airlines FT WORTH TX	$408.60	Business	7009-000	TRAVEL		
5724	09/04/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
5725	09/04/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
5726	09/04/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
5727	09/04/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
5728	09/04/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
5729	09/04/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
5730	09/04/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
5731	09/04/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
5732	09/04/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
5733	09/04/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
5734	09/04/2022	PAYPAL *UBER 8665761039 CA	$17.22	Business	7009-000	TRAVEL		
5735	09/04/2022	PAYPAL *UBER 8665761039 CA	$18.02	Business	7009-000	TRAVEL		
5736	09/04/2022	PAYPAL *UBER 8665761039 CA	$31.03	Business	7009-000	TRAVEL		
5737	09/04/2022	PAYPAL *UBER 8665761039 CA	$36.74	Business	7009-000	TRAVEL		
5743	09/05/2022	PAYPAL *ELITEK9SERV 4029357733 FL	$900.00	Business	7570-000	OFFICE SUPPLIES		
5746	09/05/2022	SP GOLDEN BEAR SPORT SAN FRANCISCO CA	$475.00	Business	7570-000	OFFICE SUPPLIES		
5747	09/05/2022	APPLE.COM/BILL CUPERTINO CA	$38.41	Business	7530-000	DATA PROCESSING		
5748	09/05/2022	PARK HOUSE - ECOM 00 DALLAS TX	$438.88	Business	7012-000	MEALS & ENTERTAINMENT		
5751	09/05/2022	American Airlines FT WORTH TX	$349.60	Business	7009-000	TRAVEL		
5752	09/05/2022	American Airlines FT WORTH TX	$402.60	Business	7009-000	TRAVEL		
5753	09/05/2022	American Airlines FT WORTH TX	$402.60	Business	7009-000	TRAVEL		
5754	09/05/2022	American Airlines FT WORTH TX	$924.60	Business	7009-000	TRAVEL		

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Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
5755	09/05/2022	BT*DD *DOORDASH MAKO SAN FRANCISCO CA	$64.49	Business	7009-000	TRAVEL		
5756	09/05/2022	EXHALE BAL HARBOUR 305-4555411 FL	$30.00	Business	7009-000	TRAVEL		
5757	09/05/2022	GRAND BEACH HOTEL SU SURFSIDE FL	$53.13	Business	7009-000	TRAVEL		
5758	09/05/2022	PAPA JOHN'S #1136 00 SUNNY ISL BCH FL	$45.85	Business	7009-000	TRAVEL		
5759	09/05/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
5760	09/05/2022	PAYPAL *UBER 8665761039 CA	$18.49	Business	7009-000	TRAVEL		
5761	09/05/2022	PAYPAL *UBER 8665761039 CA	$18.56	Business	7009-000	TRAVEL		
5762	09/05/2022	PAYPAL *UBER 8665761039 CA	$20.00	Business	7009-000	TRAVEL		
5763	09/05/2022	PAYPAL *UBER 8665761039 CA	$23.98	Business	7009-000	TRAVEL		
5764	09/05/2022	PAYPAL *UBER 8665761039 CA	$28.25	Business	7009-000	TRAVEL		
5765	09/05/2022	PAYPAL *UBER 8665761039 CA	$74.33	Business	7009-000	TRAVEL		
5766	09/05/2022	PAYPAL *UBER 8665761039 CA	$92.47	Business	7009-000	TRAVEL		
5767	09/05/2022	PAYPAL *UBER EATS 8665761039 CA	$10.00	Business	7009-000	TRAVEL		
5768	09/05/2022	PAYPAL *UBER EATS 8665761039 CA	$38.52	Business	7009-000	TRAVEL		
5769	09/05/2022	PURA VIDA BAY HARBOR BAY HARBOR IS FL	$27.09	Business	7009-000	TRAVEL		
5770	09/05/2022	SUNNY ISLES PARKING SUNNY ISLES B FL	$4.27	Business	7009-000	TRAVEL		
5777	09/06/2022	NAPSTER I RHAPSODY 206-707-8100 WA	$10.81	Business	7530-000	DATA PROCESSING		
5779	09/06/2022	PAYPAL *NETFLIX.COM 8667160414 CA	$21.64	Business	7530-000	DATA PROCESSING		
5783	09/06/2022	American Airlines FT WORTH TX	$338.61	Business	7009-000	TRAVEL		
5784	09/06/2022	PAYPAL *UBER 8665761039 CA	$5.81	Business	7009-000	TRAVEL		
5785	09/06/2022	PAYPAL *UBER 8665761039 CA	$17.25	Business	7009-000	TRAVEL		
5786	09/06/2022	PAYPAL *UBER 8665761039 CA	$17.45	Business	7009-000	TRAVEL		
5787	09/06/2022	PAYPAL *UBER 8665761039 CA	$29.86	Business	7009-000	TRAVEL		
5788	09/06/2022	PAYPAL *UBER 8665761039 CA	$30.85	Business	7009-000	TRAVEL		
5789	09/06/2022	PAYPAL *UBER 8665761039 CA	$39.25	Business	7009-000	TRAVEL		
5790	09/06/2022	PAYPAL *UBER 8665761039 CA	$46.55	Business	7009-000	TRAVEL		
5791	09/06/2022	PAYPAL *UBER EATS 8665761039 CA	$12.22	Business	7009-000	TRAVEL		
5792	09/06/2022	PAYPAL *UBER EATS 8665761039 CA	$61.14	Business	7009-000	TRAVEL		
5796	09/07/2022	APPLE.COM/US CUPERTINO CA	$459.03	Business	7530-000	DATA PROCESSING		
5798	09/07/2022	SPECTRUM 855-707-7328 MO	$245.73	Business	7530-000	DATA PROCESSING		
5799	09/07/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
5800	09/07/2022	American Airlines FT WORTH TX	$94.06	Business	7009-000	TRAVEL		
5801	09/07/2022	American Airlines FT WORTH TX	$377.20	Business	7009-000	TRAVEL		
5804	09/07/2022	HOTELSCOM72384094212 HOTELS.COM WA	$1,413.17	Business	7009-000	TRAVEL		
5806	09/07/2022	PAYPAL *UBER EATS 8665761039 CA	$8.00	Business	7009-000	TRAVEL		
5807	09/07/2022	PAYPAL *UBER EATS 8665761039 CA	$10.05	Business	7009-000	TRAVEL		
5808	09/07/2022	PAYPAL *UBER EATS 8665761039 CA	$33.36	Business	7009-000	TRAVEL		
5809	09/07/2022	PAYPAL *UBER EATS 8665761039 CA	$50.26	Business	7009-000	TRAVEL		
5810	09/07/2022	PRIVATE CAR SERVICES Hialeah FL	$321.00	Business	7009-000	TRAVEL		
5811	09/07/2022	WHOLEFDS CIR 10160 0 NEW YORK NY	$75.61	Business	7009-000	TRAVEL		
5816	09/08/2022	FedEx Office 0083 16 Plano TX	$105.43	Business	7555-000	POSTAGE-FREIGHT		
5820	09/08/2022	GUM.CO/CC* TJE RESEA SAN FRANCISCO CA	$24.99	Business	7530-000	DATA PROCESSING		
5821	09/08/2022	PRIME VIDEO*1V1VY0U3 888-802-3080 WA	$6.48	Business	7530-000	DATA PROCESSING		
5822	09/08/2022	ALTO MEMBERSHIP DALLAS TX	$99.00	Business	7009-000	TRAVEL		
5824	09/08/2022	AMK JPMC 383 MAD MAS NEW YORK NY	$4.52	Business	7009-000	TRAVEL		
5825	09/08/2022	BT*DD *DOORDASH DUAN SAN FRANCISCO CA	$26.95	Business	7009-000	TRAVEL		
5826	09/08/2022	BT*DD *DOORDASH DUAN SAN FRANCISCO CA	$65.92	Business	7009-000	TRAVEL		
5827	09/08/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$265.04	Business	7009-000	TRAVEL		
5828	09/08/2022	ESTIATORIO MILOS NEW YORK NY	$386.53	Business	7009-000	TRAVEL		
5829	09/08/2022	FIRST CITYCAB CORP. QUEENS NY	$16.56	Business	7009-000	TRAVEL		
5830	09/08/2022	FIRST CITYCAB CORP. QUEENS NY	$23.16	Business	7009-000	TRAVEL		
5831	09/08/2022	HOTELSCOM72385210704 HOTELS.COM WA	$591.81	Business	7009-000	TRAVEL		
5832	09/08/2022	PAYPAL *UBER 8665761039 CA	$22.71	Business	7009-000	TRAVEL		
5833	09/08/2022	PAYPAL *UBER 8665761039 CA	$48.36	Business	7009-000	TRAVEL		
5834	09/08/2022	PAYPAL *UBER 8665761039 CA	$50.16	Business	7009-000	TRAVEL		
5835	09/08/2022	PAYPAL *UBER 8665761039 CA	$53.60	Business	7009-000	TRAVEL		
5836	09/08/2022	TRUMP INTERNATIONAL NEW YORK NY	$67.30	Business	7009-000	TRAVEL		
5837	09/08/2022	TRUMP INTERNATIONAL NEW YORK NY	$1,755.20	Business	7009-000	TRAVEL		
5838	09/08/2022	UBER POSTMATES SAN FRANCISCO CA	$10.00	Business	7009-000	TRAVEL		
5839	09/08/2022	UBER POSTMATES SAN FRANCISCO CA	$29.88	Business	7009-000	TRAVEL		
5840	09/08/2022	WHOLEFDS CIR 10160 0 NEW YORK NY	$120.81	Business	7009-000	TRAVEL		
5842	09/09/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
5845	09/09/2022	WESTWAY SITE SERVICE DALLAS TX	$131.12	Business	7012-001	RELOCATION-DC		
5846	09/09/2022	LE BILBOQUET 2867792 NEW YORK NY	$1,305.50	Business	7009-000	TRAVEL		
5847	09/09/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
5848	09/09/2022	PAYPAL *UBER 8665761039 CA	$10.89	Business	7009-000	TRAVEL		
5849	09/09/2022	PAYPAL *UBER 8665761039 CA	$14.86	Business	7009-000	TRAVEL		
5850	09/09/2022	PAYPAL *UBER 8665761039 CA	$20.65	Business	7009-000	TRAVEL		
5851	09/09/2022	PAYPAL *UBER 8665761039 CA	$36.39	Business	7009-000	TRAVEL		
5852	09/09/2022	PAYPAL *UBER 8665761039 CA	$44.87	Business	7009-000	TRAVEL		
5853	09/09/2022	PAYPAL *UBER 8665761039 CA	$49.64	Business	7009-000	TRAVEL		
5854	09/09/2022	PAYPAL *UBER 8665761039 CA	$61.39	Business	7009-000	TRAVEL		
5855	09/09/2022	PAYPAL *UBER 8665761039 CA	$87.40	Business	7009-000	TRAVEL		
5856	09/09/2022	STARBUCKS 800-782-72 SEATTLE WA	$25.00	Business	7009-000	TRAVEL		
5857	09/09/2022	THE SKY RESIDENCES A ASPEN CO	$4,192.00	Business	7009-000	TRAVEL		
5858	09/09/2022	THE SKY RESIDENCES A ASPEN CO	$5,000.00	Business	7009-000	TRAVEL		
5859	09/09/2022	THE SKY RESIDENCES A ASPEN CO	$5,000.00	Business	7009-000	TRAVEL		
5860	09/09/2022	THE SKY RESIDENCES A ASPEN CO	$5,000.00	Business	7009-000	TRAVEL		
5861	09/09/2022	UBER POSTMATES SAN FRANCISCO CA	$7.34	Business	7009-000	TRAVEL		
5862	09/09/2022	UBER POSTMATES SAN FRANCISCO CA	$29.38	Business	7009-000	TRAVEL		
5863	09/09/2022	WCS ZOOS AND AQUARIU CHICAGO IL	$94.85	Business	7009-000	TRAVEL		
5867	09/10/2022	PAYPAL *MICHELLPINED 4029357733 FL	$514.80	Business	7570-000	OFFICE SUPPLIES		
5870	09/10/2022	BT*DD *DOORDASH DUAN SAN FRANCISCO CA	$42.38	Business	7009-000	TRAVEL		
5871	09/10/2022	JUICE PRESS New York NY	$6.99	Business	7009-000	TRAVEL		
5872	09/10/2022	KAPPO MASA NEW YORK NY	$500.25	Business	7009-000	TRAVEL		
5873	09/10/2022	PAYPAL *UBER 8665761039 CA	$6.70	Business	7009-000	TRAVEL		
5874	09/10/2022	PAYPAL *UBER 8665761039 CA	$15.95	Business	7009-000	TRAVEL		
5875	09/10/2022	PAYPAL *UBER 8665761039 CA	$36.46	Business	7009-000	TRAVEL		
5876	09/10/2022	PAYPAL *UBER 8665761039 CA	$63.93	Business	7009-000	TRAVEL		
5877	09/10/2022	PAYPAL *UBER 8665761039 CA	$86.45	Business	7009-000	TRAVEL		
5878	09/10/2022	THE WHITBY HOTEL-2 NEW YORK NY	$112.72	Business	7009-000	TRAVEL		
5879	09/10/2022	TRUMP INTERNATIONAL NEW YORK NY	$247.42	Business	7009-000	TRAVEL		
5880	09/10/2022	TST* ALTAMAREA NEW 3 NEW YORK NY	$447.24	Business	7009-000	TRAVEL		
5887	09/11/2022	APPLE.COM/BILL CUPERTINO CA	$37.31	Business	7530-000	DATA PROCESSING		
5888	09/11/2022	BLUE BOTTLE COFFEE New York NY	$15.32	Business	7009-000	TRAVEL		
5889	09/11/2022	COLUMBUS CIRCLE 1028 NEW YORK NY	$186.54	Business	7009-000	TRAVEL		
5890	09/11/2022	HOTELSCOM72386842056 HOTELS.COM WA	$6,517.34	Business	7009-000	TRAVEL		

Credit Card

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Filtered Total $ 1,180,681.29
Total $ 1,180,681.29

Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
5891	09/11/2022	HOTELSCOM91572598347 HOTELS.COM WA	$493.94	Business	7009-000	TRAVEL		
5892	09/11/2022	JUICE PRESS New York NY	$14.09	Business	7009-000	TRAVEL		
5893	09/11/2022	JUICE PRESS New York NY	$15.22	Business	7009-000	TRAVEL		
5894	09/11/2022	LYFT *CANCEL FEE SAN FRANCISCO CA	$6.03	Business	7009-000	TRAVEL		
5895	09/11/2022	LYFT *RIDE SUN 2PM SAN FRANCISCO CA	$55.61	Business	7009-000	TRAVEL		
5896	09/11/2022	LYFT *RIDE SUN 4PM SAN FRANCISCO CA	$6.62	Business	7009-000	TRAVEL		
5897	09/11/2022	LYFT *RIDE SUN 4PM SAN FRANCISCO CA	$33.10	Business	7009-000	TRAVEL		
5898	09/11/2022	LYFT *RIDE SUN 7PM SAN FRANCISCO CA	$43.62	Business	7009-000	TRAVEL		
5899	09/11/2022	PAYPAL *UBER 8665761039 CA	$6.94	Business	7009-000	TRAVEL		
5900	09/11/2022	PAYPAL *UBER 8665761039 CA	$34.74	Business	7009-000	TRAVEL		
5901	09/11/2022	PAYPAL *UBER 8665761039 CA	$82.05	Business	7009-000	TRAVEL		
5902	09/11/2022	TRUMP INTERNATIONAL NEW YORK NY	$105.49	Business	7009-000	TRAVEL		
5904	09/12/2022	IN *RIDDELL PLUMBING MESQUITE TX	$2,300.00	Business	7570-000	OFFICE SUPPLIES		
5907	09/12/2022	APPLE.COM/BILL CUPERTINO CA	$5.40	Business	7530-000	DATA PROCESSING		
5908	09/12/2022	BLUE BOTTLE COFFEE New York NY	$7.52	Business	7009-000	TRAVEL		
5909	09/12/2022	ENTERPRISE 023653 NEW YORK NY	$428.65	Business	7009-000	TRAVEL		
5911	09/12/2022	JP New York NY	$11.41	Business	7009-000	TRAVEL		
5912	09/12/2022	LYFT *CANCEL FEE SAN FRANCISCO CA	$6.03	Business	7009-000	TRAVEL		
5913	09/12/2022	LYFT *RIDE MON 9AM SAN FRANCISCO CA	$120.62	Business	7009-000	TRAVEL		
5914	09/12/2022	LYFT *RIDE SUN 7PM SAN FRANCISCO CA	$7.45	Business	7009-000	TRAVEL		
5915	09/12/2022	MILLBROOK DELI 14672 MILLBROOK NY	$35.25	Business	7009-000	TRAVEL		
5916	09/12/2022	MILLBROOK GAS 000000 MILLBROOK NY	$49.70	Business	7009-000	TRAVEL		
5917	09/12/2022	PAYPAL *UBER 8665761039 CA	$3.39	Business	7009-000	TRAVEL		
5918	09/12/2022	PAYPAL *UBER 8665761039 CA	$36.79	Business	7009-000	TRAVEL		
5919	09/12/2022	PAYPAL *UBER EATS 8665761039 CA	$13.13	Business	7009-000	TRAVEL		
5920	09/12/2022	PAYPAL *UBER EATS 8665761039 CA	$65.68	Business	7009-000	TRAVEL		
5921	09/12/2022	THE SKY RESIDENCES A ASPEN CO	$2,168.71	Business	7009-000	TRAVEL		
5922	09/12/2022	WHOLEFDS CIR 10160 0 NEW YORK NY	$112.97	Business	7009-000	TRAVEL		
5923	09/12/2022	ZUMA NEW YORK 021770 NEW YORK NY	$378.76	Business	7009-000	TRAVEL		
5927	09/13/2022	FUBOTV INC NEW YORK NY	$75.76	Business	7530-000	DATA PROCESSING		
5928	09/13/2022	SPOTIFY NEW YORK NY	$17.31	Business	7530-000	DATA PROCESSING		
5930	09/13/2022	American Airlines FT WORTH TX	$537.60	Business	7009-000	TRAVEL		
5931	09/13/2022	American Airlines FT WORTH TX	$537.60	Business	7009-000	TRAVEL		
5932	09/13/2022	BT*DD *DOORDASH DUAN SAN FRANCISCO CA	$24.49	Business	7009-000	TRAVEL		
5933	09/13/2022	HOTELSCOM91573424885 HOTELS.COM WA	$2,443.52	Business	7009-000	TRAVEL		
5934	09/13/2022	HOTELSCOM91623376855 HOTELS.COM WA	$2,171.69	Business	7009-000	TRAVEL		
5935	09/13/2022	JUICE PRESS New York NY	$14.09	Business	7009-000	TRAVEL		
5936	09/13/2022	PAYPAL *UBER 8665761039 CA	$33.77	Business	7009-000	TRAVEL		
5937	09/13/2022	PAYPAL *UBER 8665761039 CA	$35.41	Business	7009-000	TRAVEL		
5938	09/13/2022	PAYPAL *UBER 8665761039 CA	$37.74	Business	7009-000	TRAVEL		
5939	09/13/2022	PAYPAL *UBER 8665761039 CA	$47.97	Business	7009-000	TRAVEL		
5940	09/13/2022	PAYPAL *UBER 8665761039 CA	$51.86	Business	7009-000	TRAVEL		
5941	09/13/2022	PAYPAL *UBER 8665761039 CA	$56.79	Business	7009-000	TRAVEL		
5942	09/13/2022	PAYPAL *UBER EATS 8665761039 CA	$10.71	Business	7009-000	TRAVEL		
5943	09/13/2022	PAYPAL *UBER EATS 8665761039 CA	$53.58	Business	7009-000	TRAVEL		
5944	09/13/2022	ST REGIS NEW YORK ST NEW YORK NY	$107.28	Business	7009-000	TRAVEL		
5945	09/13/2022	STARBUCKS 800-782-72 SEATTLE WA	$25.00	Business	7009-000	TRAVEL		
5947	09/13/2022	WHOLEFDS CIR 10160 0 NEW YORK NY	$25.53	Business	7009-000	TRAVEL		
5948	09/13/2022	WHOLEFDS CIR 10160 0 NEW YORK NY	$57.11	Business	7009-000	TRAVEL		
5949	09/13/2022	WWW.LEVIATEAIR.COM BOSTON MA	$2,256.54	Business	7009-000	TRAVEL		
5953	09/14/2022	PAYPAL *NUTRAFOL 8884543320 NY	$79.00	Business	7570-000	OFFICE SUPPLIES		
5955	09/14/2022	DHL EXPRESS USA INC WESTON FL	$220.46	Business	7555-000	POSTAGE-FREIGHT		
5956	09/14/2022	HLU*HULU 22629132448 HULU.COM/BILL CA	$75.76	Business	7530-000	DATA PROCESSING		
5957	09/14/2022	CUBESMART 492 436845 DALLAS TX	$467.00	Business	7012-001	RELOCATION-DC		
5958	09/14/2022	CUBESMART 492 436845 DALLAS TX	$666.00	Business	7012-001	RELOCATION-DC		
5959	09/14/2022	R+D DALLAS214.890.79 DALLAS TX	$180.47	Business	7012-000	MEALS & ENTERTAINMENT		
5962	09/14/2022	BT*DD *DOORDASH DOCB SAN FRANCISCO CA	$73.19	Business	7009-000	TRAVEL		
5967	09/14/2022	PAYPAL *UBER 8665761039 CA	$68.30	Business	7009-000	TRAVEL		
5968	09/14/2022	PAYPAL *UBER EATS 8665761039 CA	$8.00	Business	7009-000	TRAVEL		
5969	09/14/2022	PAYPAL *UBER EATS 8665761039 CA	$15.64	Business	7009-000	TRAVEL		
5970	09/14/2022	PAYPAL *UBER EATS 8665761039 CA	$36.25	Business	7009-000	TRAVEL		
5971	09/14/2022	PAYPAL *UBER EATS 8665761039 CA	$78.23	Business	7009-000	TRAVEL		
5978	09/15/2022	APPLE.COM/US CUPERTINO CA	$52.43	Business	7530-000	DATA PROCESSING		
5979	09/15/2022	CUBESMART 492 436845 DALLAS TX	$635.00	Business	7012-001	RELOCATION-DC		
5980	09/15/2022	FOUR SEASONS CLUB AC IRVING TX	$2,047.81	Business	7012-000	MEALS & ENTERTAINMENT		
5981	09/15/2022	HONOR BAR 214.780.09 DALLAS TX	$60.55	Business	7012-000	MEALS & ENTERTAINMENT		
5982	09/15/2022	American Airlines FT WORTH TX	$308.60	Business	7009-000	TRAVEL		
5983	09/15/2022	American Airlines FT WORTH TX	$308.60	Business	7009-000	TRAVEL		
5984	09/15/2022	American Airlines FT WORTH TX	$2,187.61	Business	7009-000	TRAVEL		
5986	09/15/2022	HOTELSCOM91574258214 HOTELS.COM WA	$534.24	Business	7009-000	TRAVEL		
5988	09/15/2022	HOTELSCOM91624222686 HOTELS.COM WA	$983.88	Business	7009-000	TRAVEL		
5990	09/15/2022	PAYPAL *UBER 8665761039 CA	$12.47	Business	7009-000	TRAVEL		
5991	09/15/2022	PAYPAL *UBER 8665761039 CA	$62.35	Business	7009-000	TRAVEL		
5992	09/15/2022	PAYPAL *UBER 8665761039 CA	$108.11	Business	7009-000	TRAVEL		
5993	09/15/2022	PAYPAL *UBER EATS 8665761039 CA	$10.00	Business	7009-000	TRAVEL		
5994	09/15/2022	PAYPAL *UBER EATS 8665761039 CA	$46.02	Business	7009-000	TRAVEL		
5995	09/15/2022	SOUTHWEST AIRLINES (DALLAS TX	$533.98	Business	7009-000	TRAVEL		
5996	09/15/2022	UNITED AIRLINES HOUSTON TX	$527.60	Business	7009-000	TRAVEL		
5997	09/15/2022	UNITED AIRLINES HOUSTON TX	$2,260.60	Business	7009-000	TRAVEL		
5998	09/15/2022	UNITED AIRLINES HOUSTON TX	$2,260.60	Business	7009-000	TRAVEL		
6004	09/16/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$12.00	Business	7530-000	DATA PROCESSING		
6006	09/16/2022	A RIDE IN LUXURY LLC COLORADO SPRI CO	$145.80	Business	7009-000	TRAVEL		
6007	09/16/2022	GARDEN OF THE GODS R COLORADO SPRI CO	$41.88	Business	7009-000	TRAVEL		
6008	09/16/2022	GARDEN OF THE GODS R COLORADO SPRI CO	$41.88	Business	7009-000	TRAVEL		
6009	09/16/2022	PAYPAL *UBER 8665761039 CA	$5.50	Business	7009-000	TRAVEL		
6010	09/16/2022	PAYPAL *UBER 8665761039 CA	$9.39	Business	7009-000	TRAVEL		
6011	09/16/2022	PAYPAL *UBER 8665761039 CA	$14.40	Business	7009-000	TRAVEL		
6012	09/16/2022	PAYPAL *UBER 8665761039 CA	$21.21	Business	7009-000	TRAVEL		
6013	09/16/2022	PAYPAL *UBER 8665761039 CA	$36.00	Business	7009-000	TRAVEL		
6014	09/16/2022	PAYPAL *UBER 8665761039 CA	$46.85	Business	7009-000	TRAVEL		
6015	09/16/2022	TGI FRIDAYS #0843 00 DFW AIRPORT TX	$74.08	Business	7009-000	TRAVEL		
6019	09/16/2022	UNITED AIRLINES HOUSTON TX	$1,109.00	Business	7009-000	TRAVEL		
6027	09/17/2022	A RIDE IN LUXURY LLC COLORADO SPRI CO	$108.00	Business	7009-000	TRAVEL		
6028	09/17/2022	American Airlines FT WORTH TX	$1,540.20	Business	7009-000	TRAVEL		
6029	09/17/2022	FAVOR AUSTIN TX	$127.26	Business	7009-000	TRAVEL		
6031	09/17/2022	GARDEN OF THE GODS R COLORADO SPRI CO	$95.68	Business	7009-000	TRAVEL		
6032	09/17/2022	GARDEN OF THE GODS R COLORADO SPRI CO	$5,658.00	Business	7009-000	TRAVEL		

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Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
6033	09/17/2022	HOTELSCOM91574846328 HOTELS.COM WA	$1,945.58	Business	7009-000	TRAVEL		
6038	09/18/2022	PAYPAL *MCWILLIAMS L 4029357733	$535.00	Business	7570-000	OFFICE SUPPLIES		
6039	09/18/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
6040	09/18/2022	APPLE.COM/BILL CUPERTINO CA	$108.24	Business	7530-000	DATA PROCESSING		
6043	09/18/2022	PELOTON* MEMBERSHIP NEW YORK CITY NY	$44.00	Business	7530-000	DATA PROCESSING		
6044	09/18/2022	HOTELSCOM91575076885 HOTELS.COM WA	$882.16	Business	7009-000	TRAVEL		
6045	09/18/2022	PAYPAL *UBER 8665761039 CA	$24.71	Business	7009-000	TRAVEL		
6046	09/18/2022	PAYPAL *UBER 8665761039 CA	$28.98	Business	7009-000	TRAVEL		
6047	09/18/2022	PAYPAL *UBER 8665761039 CA	$35.94	Business	7009-000	TRAVEL		
6048	09/18/2022	PAYPAL *UBER 8665761039 CA	$51.55	Business	7009-000	TRAVEL		
6049	09/18/2022	PAYPAL *UBER 8665761039 CA	$89.50	Business	7009-000	TRAVEL		
6050	09/18/2022	PAYPAL *UBER 8665761039 CA	$123.59	Business	7009-000	TRAVEL		
6051	09/18/2022	PAYPAL *UBER EATS 8665761039 CA	$10.00	Business	7009-000	TRAVEL		
6052	09/18/2022	PAYPAL *UBER EATS 8665761039 CA	$11.75	Business	7009-000	TRAVEL		
6053	09/18/2022	PAYPAL *UBER EATS 8665761039 CA	$46.02	Business	7009-000	TRAVEL		
6054	09/18/2022	PAYPAL *UBER EATS 8665761039 CA	$58.78	Business	7009-000	TRAVEL		
6068	09/19/2022	APPLE.COM/BILL CUPERTINO CA	$14.06	Business	7530-000	DATA PROCESSING		
6070	09/19/2022	GOOGLE *YOUTUBE TV G.CO/HELPPAY# CA	$70.35	Business	7530-000	DATA PROCESSING		
6071	09/19/2022	SPECTRUM 855-707-7328 MO	$331.85	Business	7530-000	DATA PROCESSING		
6072	09/19/2022	STREAMABLE.COM WILMINGTON DE	$5.00	Business	7530-000	DATA PROCESSING		
6073	09/19/2022	A RIDE IN LUXURY LLC COLORADO SPRI CO	$145.80	Business	7009-000	TRAVEL		
6074	09/19/2022	A RIDE IN LUXURY LLC COLORADO SPRI CO	$351.00	Business	7009-000	TRAVEL		
6076	09/19/2022	CLASSPASS* MONTHLY NEW YORK CITY NY	$59.00	Business	7009-000	TRAVEL		
6077	09/19/2022	FOUR SEASONS HTL DEN DENVER CO	$20.00	Business	7009-000	TRAVEL		
6078	09/19/2022	FOUR SEASONS HTL DEN DENVER CO	$695.20	Business	7009-000	TRAVEL		
6080	09/19/2022	HOTELSCOM72392982960 HOTELS.COM WA	$430.94	Business	7009-000	TRAVEL		
6081	09/19/2022	MIAMI INTERNATION AI MIAMI FL	$8.00	Business	7009-000	TRAVEL		
6082	09/19/2022	PREMIER TRANSPORTATI DALLAS CA	$283.10	Business	7009-000	TRAVEL		
6083	09/19/2022	PRIVATE CAR SERVICES Miami Beach FL	$321.00	Business	7009-000	TRAVEL		
6084	09/19/2022	TST* DENVER UNION ST DENVER CO	$8.01	Business	7009-000	TRAVEL		
6085	09/19/2022	UNITED AIRLINES HOUSTON TX	$10.00	Business	7009-000	TRAVEL		
6086	09/19/2022	UNITED AIRLINES HOUSTON TX	$10.00	Business	7009-000	TRAVEL		
6087	09/19/2022	UNITED AIRLINES HOUSTON TX	$10.00	Business	7009-000	TRAVEL		
6091	09/20/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
6092	09/20/2022	PAYPAL *APPLE INC 8006927753 CA	$9.63	Business	7530-000	DATA PROCESSING		
6093	09/20/2022	PAYPAL *APPLE INC 8006927753 CA	$52.43	Business	7530-000	DATA PROCESSING		
6095	09/20/2022	ERAC TOLL 7JRJ75 * 8778601258 NY	$11.45	Business	7009-000	TRAVEL		
6097	09/20/2022	GRAND BEACH HOTEL SU SURFSIDE FL	$753.86	Business	7009-000	TRAVEL		
6098	09/20/2022	HOUSTON'S 305.947.20 AVENTURA FL	$107.64	Business	7009-000	TRAVEL		
6101	09/20/2022	PAYPAL *UBER 8665761039 CA	$30.59	Business	7009-000	TRAVEL		
6102	09/20/2022	PAYPAL *UBER 8665761039 CA	$34.89	Business	7009-000	TRAVEL		
6103	09/20/2022	PAYPAL *UBER EATS 8665761039 CA	$18.08	Business	7009-000	TRAVEL		
6104	09/20/2022	PAYPAL *UBER EATS 8665761039 CA	$90.42	Business	7009-000	TRAVEL		
6111	09/21/2022	DHL EXPRESS USA INC WESTON FL	$185.97	Business	7555-000	POSTAGE-FREIGHT		
6112	09/21/2022	SPOTIFY NEW YORK NY	$10.81	Business	7530-000	DATA PROCESSING		
6115	09/21/2022	American Airlines FT WORTH TX	$188.60	Business	7009-000	TRAVEL		
6117	09/21/2022	DOORDASH DASHPASS SAN FRANCISCO CA	$9.99	Business	7009-000	TRAVEL		
6118	09/21/2022	FAVOR AUSTIN TX	$245.75	Business	7009-000	TRAVEL		
6120	09/21/2022	MAKOTO BAL HARBOUR FL	$235.11	Business	7009-000	TRAVEL		
6121	09/21/2022	PAYPAL *UBER 8665761039 CA	$17.30	Business	7009-000	TRAVEL		
6122	09/21/2022	PAYPAL *UBER 8665761039 CA	$17.80	Business	7009-000	TRAVEL		
6123	09/21/2022	PAYPAL *UBER 8665761039 CA	$30.22	Business	7009-000	TRAVEL		
6124	09/21/2022	PAYPAL *UBER 8665761039 CA	$35.31	Business	7009-000	TRAVEL		
6132	09/22/2022	DOORDASH DASHPASS SAN FRANCISCO CA	$9.99	Business	7009-000	TRAVEL		
6133	09/22/2022	GROU COFFEE + COWORK Coral Gables FL	$23.07	Business	7009-000	TRAVEL		
6136	09/22/2022	MB-PARKING PARKMOBIL MIAMI BEACH FL	$8.35	Business	7009-000	TRAVEL		
6137	09/22/2022	PAYPAL *UBER 8665761039 CA	$15.81	Business	7009-000	TRAVEL		
6138	09/22/2022	PAYPAL *UBER EATS 8665761039 CA	$8.00	Business	7009-000	TRAVEL		
6139	09/22/2022	PAYPAL *UBER EATS 8665761039 CA	$11.72	Business	7009-000	TRAVEL		
6140	09/22/2022	PAYPAL *UBER EATS 8665761039 CA	$34.65	Business	7009-000	TRAVEL		
6141	09/22/2022	PAYPAL *UBER EATS 8665761039 CA	$58.63	Business	7009-000	TRAVEL		
6142	09/22/2022	PURA VIDA BAY HARBOR BAY HARBOR IS FL	$127.56	Business	7009-000	TRAVEL		
6144	09/22/2022	SP LUNDBERG FAMILY F RICHVALE CA	$43.18	Business	7009-000	TRAVEL		
6145	09/22/2022	CHEVRON 0379639/CHEV MIAMI FL	$86.55	Business	7005-000	FUEL		
6153	09/23/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
6154	09/23/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
6156	09/23/2022	EQUINOX MOTO #451 45 DALLAS TX	$197.02	Business	7012-000	MEALS & ENTERTAINMENT		
6157	09/23/2022	EQUINOX MOTO #451 45 DALLAS TX	$313.93	Business	7012-000	MEALS & ENTERTAINMENT		
6158	09/23/2022	AMERICAN AIRLINES 800-433-7300 TX	$142.00	Business	7009-000	TRAVEL		
6159	09/23/2022	American Airlines FT WORTH TX	$20.16	Business	7009-000	TRAVEL		
6160	09/23/2022	American Airlines FT WORTH TX	$308.60	Business	7009-000	TRAVEL		
6161	09/23/2022	PARKRECEIPTS.COM -V Plano TX	$10.00	Business	7009-000	TRAVEL		
6162	09/23/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
6163	09/23/2022	PAYPAL *UBER 8665761039 CA	$3.65	Business	7009-000	TRAVEL		
6164	09/23/2022	PAYPAL *UBER 8665761039 CA	$6.89	Business	7009-000	TRAVEL		
6165	09/23/2022	PAYPAL *UBER 8665761039 CA	$24.36	Business	7009-000	TRAVEL		
6166	09/23/2022	PAYPAL *UBER 8665761039 CA	$31.07	Business	7009-000	TRAVEL		
6167	09/23/2022	PAYPAL *UBER 8665761039 CA	$32.95	Business	7009-000	TRAVEL		
6168	09/23/2022	PAYPAL *UBER 8665761039 CA	$39.32	Business	7009-000	TRAVEL		
6169	09/23/2022	PAYPAL *UBER 8665761039 CA	$45.95	Business	7009-000	TRAVEL		
6178	09/24/2022	PAYPAL *INCKWPCOLTD 18668447648	$55.35	Business	7570-000	OFFICE SUPPLIES		
6180	09/24/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
6181	09/24/2022	337 71ST ST 57543869 MIAMI BEACH FL	$83.30	Business	7009-000	TRAVEL		
6182	09/24/2022	American Airlines FT WORTH TX	$677.60	Business	7009-000	TRAVEL		
6183	09/24/2022	American Airlines FT WORTH TX	$1,077.60	Business	7009-000	TRAVEL		
6184	09/24/2022	American Airlines FT WORTH TX	$1,630.20	Business	7009-000	TRAVEL		
6185	09/24/2022	American Airlines FT WORTH TX	$2,371.60	Business	7009-000	TRAVEL		
6187	09/24/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$20.24	Business	7009-000	TRAVEL		
6188	09/24/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$197.86	Business	7009-000	TRAVEL		
6189	09/24/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$251.41	Business	7009-000	TRAVEL		
6191	09/24/2022	HOTELSCOM91577060380 HOTELS.COM WA	$648.34	Business	7009-000	TRAVEL		
6194	09/24/2022	MAKOTO BAL HARBOUR FL	$237.29	Business	7009-000	TRAVEL		
6195	09/24/2022	PAYPAL *UBER 8665761039 CA	$4.10	Business	7009-000	TRAVEL		
6196	09/24/2022	PAYPAL *UBER 8665761039 CA	$5.00	Business	7009-000	TRAVEL		
6197	09/24/2022	PAYPAL *UBER 8665761039 CA	$7.86	Business	7009-000	TRAVEL		
6198	09/24/2022	PAYPAL *UBER 8665761039 CA	$17.89	Business	7009-000	TRAVEL		
6199	09/24/2022	PAYPAL *UBER 8665761039 CA	$20.51	Business	7009-000	TRAVEL		

Credit Card

Privileged and Confidential
AMEX Transaction Listing

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Total $ 1,180,681.29

Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
6200	09/24/2022	PAYPAL *UBER 8665761039 CA	$29.86	Business	7009-000	TRAVEL		
6201	09/24/2022	PAYPAL *UBER 8665761039 CA	$30.58	Business	7009-000	TRAVEL		
6202	09/24/2022	PAYPAL *UBER 8665761039 CA	$75.74	Business	7009-000	TRAVEL		
6203	09/24/2022	PAYPAL *UBER 8665761039 CA	$92.49	Business	7009-000	TRAVEL		
6204	09/24/2022	UBER POSTMATES SAN FRANCISCO CA	$7.34	Business	7009-000	TRAVEL		
6205	09/24/2022	UBER POSTMATES SAN FRANCISCO CA	$29.38	Business	7009-000	TRAVEL		
6207	09/25/2022	ALEX BERENSON SUBSTA GARRISON NY	$60.00	Business	7570-000	OFFICE SUPPLIES		
6222	09/25/2022	APPLICATION MONTHLY MEM MARTINS	$19.89	Business	7570-000	OFFICE SUPPLIES		
6223	09/25/2022	MPIX PITTSBURG KS	$25.34	Business	7570-000	OFFICE SUPPLIES		
6224	09/25/2022	NEWSLINK 81 MAIR 000 MIAMI FL	$29.28	Business	7570-000	OFFICE SUPPLIES		
6226	09/25/2022	PAYPAL *MILLERSMPIX 6202352234 KS	$137.44	Business	7570-000	OFFICE SUPPLIES		
6231	09/25/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
6232	09/25/2022	R+D DALLAS214.890.79 DALLAS TX	$90.78	Business	7012-000	MEALS & ENTERTAINMENT		
6233	09/25/2022	American Airlines FT WORTH TX	$677.60	Business	7009-000	TRAVEL		
6234	09/25/2022	DFW AIRPORT PARKING DFW AIRPORT TX	$3.00	Business	7009-000	TRAVEL		
6235	09/25/2022	FREEDOM PARK DFW 972-252-2500 TX	$322.97	Business	7009-000	TRAVEL		
6236	09/25/2022	PAYPAL *UBER 8665761039 CA	$6.55	Business	7009-000	TRAVEL		
6237	09/25/2022	PAYPAL *UBER 8665761039 CA	$15.55	Business	7009-000	TRAVEL		
6238	09/25/2022	PAYPAL *UBER 8665761039 CA	$16.41	Business	7009-000	TRAVEL		
6239	09/25/2022	PAYPAL *UBER 8665761039 CA	$32.07	Business	7009-000	TRAVEL		
6240	09/25/2022	PAYPAL *UBER 8665761039 CA	$32.36	Business	7009-000	TRAVEL		
6241	09/25/2022	PAYPAL *UBER 8665761039 CA	$32.77	Business	7009-000	TRAVEL		
6242	09/25/2022	PAYPAL *UBER 8665761039 CA	$55.11	Business	7009-000	TRAVEL		
6243	09/25/2022	PAYPAL *UBER 8665761039 CA	$82.05	Business	7009-000	TRAVEL		
6244	09/25/2022	PAYPAL *UBER EATS 8665761039 CA	$11.75	Business	7009-000	TRAVEL		
6245	09/25/2022	PAYPAL *UBER EATS 8665761039 CA	$59.34	Business	7009-000	TRAVEL		
6248	09/25/2022	MANSIONONTURTLECREEK DALLAS TX	$311.99	Business	7009-000	TRAVEL		
6258	09/26/2022	PAYPAL *PHAIDON 02078431132	$59.95	Business	7570-000	OFFICE SUPPLIES		
6259	09/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		
6260	09/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		
6263	09/26/2022	HLU*HULU 17107704587 HULU.COM/BILL CA	$83.34	Business	7530-000	DATA PROCESSING		
6264	09/26/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
6265	09/26/2022	FAVOR AUSTIN TX	$41.86	Business	7009-000	TRAVEL		
6267	09/26/2022	PAYPAL *UBER 8665761039 CA	$29.98	Business	7009-000	TRAVEL		
6268	09/26/2022	PAYPAL *UBER 8665761039 CA	$31.75	Business	7009-000	TRAVEL		
6269	09/26/2022	STARBUCKS 800-782-72 SEATTLE WA	$25.00	Business	7009-000	TRAVEL		
6275	09/27/2022	CUBESMART 492 436845 DALLAS TX	$1,102.00	Business	7012-001	RELOCATION-DC		
6276	09/27/2022	The Ritz-Carlton, Da Dallas TX	$307.80	Business	7012-000	MEALS & ENTERTAINMENT		
6277	09/27/2022	American Airlines FT WORTH TX	$707.60	Business	7009-000	TRAVEL		
6278	09/27/2022	American Airlines FT WORTH TX	$1,022.20	Business	7009-000	TRAVEL		
6279	09/27/2022	HOTELSCOM72398916041 HOTELS.COM WA	$515.97	Business	7009-000	TRAVEL		
6280	09/27/2022	PAYPAL *UBER 8665761039 CA	$5.00	Business	7009-000	TRAVEL		
6281	09/27/2022	PAYPAL *UBER 8665761039 CA	$30.23	Business	7009-000	TRAVEL		
6282	09/27/2022	PAYPAL *UBER 8665761039 CA	$37.78	Business	7009-000	TRAVEL		
6284	09/27/2022	PAYPAL *UBER EATS 8665761039 CA	$8.00	Business	7009-000	TRAVEL		
6285	09/27/2022	PAYPAL *UBER EATS 8665761039 CA	$10.82	Business	7009-000	TRAVEL		
6286	09/27/2022	PAYPAL *UBER EATS 8665761039 CA	$35.18	Business	7009-000	TRAVEL		
6287	09/27/2022	PAYPAL *UBER EATS 8665761039 CA	$54.10	Business	7009-000	TRAVEL		
6293	09/28/2022	HLU*HULU 20797497339 HULU.COM/BILL CA	$7.57	Business	7530-000	DATA PROCESSING		
6294	09/28/2022	American Airlines FT WORTH TX	$3,003.61	Business	7009-000	TRAVEL		
6298	09/28/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
6299	09/28/2022	APPLE.COM/BILL CUPERTINO CA	$11.90	Business	7530-000	DATA PROCESSING		
6300	09/28/2022	APPLE.COM/BILL CUPERTINO CA	$16.23	Business	7530-000	DATA PROCESSING		
6301	09/28/2022	EXHALE FLORIDA DOWNT 305-4233906 FL	$30.00	Business	7009-000	TRAVEL		
6303	09/28/2022	MANSIONONTURTLECREEK DALLAS TX	$7.93	Business	7009-000	TRAVEL		
6304	09/28/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
6305	09/28/2022	PAYPAL *UBER 8665761039 CA	$17.93	Business	7009-000	TRAVEL		
6306	09/28/2022	PAYPAL *UBER EATS 8665761039 CA	$10.00	Business	7009-000	TRAVEL		
6307	09/28/2022	PAYPAL *UBER EATS 8665761039 CA	$11.75	Business	7009-000	TRAVEL		
6308	09/28/2022	PAYPAL *UBER EATS 8665761039 CA	$46.10	Business	7009-000	TRAVEL		
6309	09/28/2022	PAYPAL *UBER EATS 8665761039 CA	$58.78	Business	7009-000	TRAVEL		
6310	09/28/2022	TST* HICKORY BBQ - D DFW AIRPORT TX	$48.22	Business	7009-000	TRAVEL		
6312	09/29/2022	American Airlines FT WORTH TX	$761.60	Business	7009-000	TRAVEL		
6315	09/29/2022	APPLE.COM/BILL CUPERTINO CA	$16.23	Business	7530-000	DATA PROCESSING		
6317	09/29/2022	BT*DD *DOORDASH LEZO SAN FRANCISCO CA	$46.61	Business	7009-000	TRAVEL		
6320	09/29/2022	MAKOTO BAL HARBOUR FL	$285.89	Business	7009-000	TRAVEL		
6323	09/29/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
6324	09/29/2022	PAYPAL *UBER 8665761039 CA	$36.49	Business	7009-000	TRAVEL		
6325	09/29/2022	PAYPAL *UBER 8665761039 CA	$39.20	Business	7009-000	TRAVEL		
6326	09/30/2022	ABC*DESTINATION DALL ALLEN TX	$32.46	Business	7009-000	TRAVEL		
6328	09/30/2022	APPLE.COM/BILL CUPERTINO CA	$1.99	Business	7530-000	DATA PROCESSING		
6329	09/30/2022	APPLE.COM/BILL CUPERTINO CA	$9.99	Business	7530-000	DATA PROCESSING		
6330	09/30/2022	APPLE.COM/BILL CUPERTINO CA	$16.77	Business	7530-000	DATA PROCESSING		
6331	09/30/2022	HOT LIME Miami FL	$18.88	Business	7009-000	TRAVEL		
6335	09/30/2022	PARKRECEIPTS.COM -V Plano TX	$10.00	Business	7009-000	TRAVEL		
6339	09/30/2022	PAYPAL *UBER 8665761039 CA	$30.92	Business	7009-000	TRAVEL		
6340	09/30/2022	PAYPAL *UBER 8665761039 CA	$33.16	Business	7009-000	TRAVEL		
6341	09/30/2022	PAYPAL *UBER EATS 8665761039 CA	$10.71	Business	7009-000	TRAVEL		
6342	09/30/2022	PAYPAL *UBER EATS 8665761039 CA	$53.57	Business	7009-000	TRAVEL		
6343	09/30/2022	PRIME VIDEO*148O79A5 888-802-3080 WA	$11.90	Business	7530-000	DATA PROCESSING		
6347	10/01/2022	BT*AUDIOBOOKS.COM PRINCE FREDERCK MD	$16.18	Business	7530-000	DATA PROCESSING		
6349	10/01/2022	FOUR SEASONS SURF CL SURFSIDE FL	$2,187.76	Business	7009-000	TRAVEL		
6351	10/01/2022	MPIX PITTSBURG KS	$58.14	Business	7570-000	OFFICE SUPPLIES		
6354	10/01/2022	PAYPAL *UBER 8665761039 CA	$16.27	Business	7009-000	TRAVEL		
6355	10/01/2022	PURA VIDA BAY HARBOR BAY HARBOR IS FL	$32.01	Business	7009-000	TRAVEL		
6357	10/02/2022	APPLE.COM/BILL CUPERTINO CA	$9.99	Business	7530-000	DATA PROCESSING		
6358	10/02/2022	BT*DD *DOORDASH LEZO SAN FRANCISCO CA	$44.45	Business	7009-000	TRAVEL		
6359	10/02/2022	CLR*STRETCHZONE21439 DALLAS TX	$420.00	Business	7009-000	TRAVEL		
6360	10/02/2022	DIPTYQUE BAL HARBOUR BAL HARBOUR FL	$649.49	Business	7012-000	MEALS & ENTERTAINMENT		
6361	10/02/2022	PAPA JOHN'S #1136 00 SUNNY ISL BCH FL	$55.79	Business	7012-000	MEALS & ENTERTAINMENT		
6362	10/02/2022	PAYPAL *UBER 8665761039 CA	$29.02	Business	7009-000	TRAVEL		
6363	10/02/2022	PAYPAL *UBER 8665761039 CA	$30.00	Business	7009-000	TRAVEL		
6364	10/02/2022	PAYPAL *UBER EATS 8665761039 CA	$13.93	Business	7009-000	TRAVEL		
6365	10/02/2022	PAYPAL *UBER EATS 8665761039 CA	$69.66	Business	7009-000	TRAVEL		
6366	10/02/2022	SP NOLA COUTURE NEW ORLEANS LA	$78.00	Business	7009-000	TRAVEL		
6371	10/03/2022	CCI*CARE.COM 737-202-3114 MA	$83.15	Business	7009-000	TRAVEL		
6378	10/03/2022	MPIX PITTSBURG KS	$25.48	Business	7570-000	OFFICE SUPPLIES		

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Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
6379	10/03/2022	PAYPAL *UBER 8665761039 CA	$5.00	Business	7009-000	TRAVEL		
6380	10/03/2022	PAYPAL *UBER EATS 8665761039 CA	$11.88	Business	7009-000	TRAVEL		
6381	10/03/2022	PAYPAL *UBER EATS 8665761039 CA	$23.05	Business	7009-000	TRAVEL		
6382	10/03/2022	PAYPAL *UBER EATS 8665761039 CA	$59.43	Business	7009-000	TRAVEL		
6383	10/03/2022	PAYPAL *UBER EATS 8665761039 CA	$115.28	Business	7009-000	TRAVEL		
6385	10/03/2022	The Webstaurant Stor 717-392-7472 PA	$396.61	Business	7570-000	OFFICE SUPPLIES		
6386	10/04/2022	American Airlines FT WORTH TX	$536.60	Business	7009-000	TRAVEL		
6387	10/04/2022	American Airlines FT WORTH TX	$761.60	Business	7009-000	TRAVEL		
6389	10/04/2022	APPLE.COM/BILL CUPERTINO CA	$75.76	Business	7530-000	DATA PROCESSING		
6391	10/04/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$80.91	Business	7009-000	TRAVEL		
6392	10/04/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$149.55	Business	7009-000	TRAVEL		
6393	10/04/2022	HTTP://WWW.GOGOAIR.C 877-350-0038 IL	$59.95	Business	7530-000	DATA PROCESSING		
6396	10/04/2022	MB-PARKING PARKMOBIL MIAMI BEACH FL	$8.35	Business	7009-000	TRAVEL		
6397	10/04/2022	PAYPAL *UBER 8665761039 CA	$29.83	Business	7009-000	TRAVEL		
6398	10/04/2022	PAYPAL *UBER 8665761039 CA	$39.12	Business	7009-000	TRAVEL		
6399	10/04/2022	PF CHANGS #2000 OLO N MIAMI BEACH FL	$105.25	Business	7009-000	TRAVEL		
6402	10/05/2022	4TE*POST ALARM SYSTE ARCADIA CA	$43.00	Business	7012-001	RELOCATION-DC		
6408	10/05/2022	APPLE.COM/BILL CUPERTINO CA	$21.64	Business	7530-000	DATA PROCESSING		
6409	10/05/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$111.44	Business	7009-000	TRAVEL		
6412	10/05/2022	IN *CAMDEN GARDENS O DELRAY BEACH FL	$1,284.00	Business	7012-001	RELOCATION-DC		
6413	10/05/2022	MPIX PITTSBURG KS	$44.98	Business	7570-000	OFFICE SUPPLIES		
6414	10/05/2022	PARK HOUSE - ECOM 00 DALLAS TX	$438.88	Business	7012-000	MEALS & ENTERTAINMENT		
6416	10/05/2022	PAYPAL *UBER 8665761039 CA	$64.90	Business	7009-000	TRAVEL		
6417	10/05/2022	PAYPAL *UBER 8665761039 CA	$69.60	Business	7009-000	TRAVEL		
6419	10/05/2022	SKINCARE BY AMY PETE MIAMI BEACH FL	$2,325.00	Business	7012-001	RELOCATION-DC		
6420	10/05/2022	SP PATRICK ASSARAF TORONTO	$322.32	Business	7009-000	TRAVEL		
6426	10/06/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$30.47	Business	7009-000	TRAVEL		
6429	10/06/2022	NAPSTER I RHAPSODY 206-707-8100 WA	$10.81	Business	7530-000	DATA PROCESSING		
6430	10/06/2022	PAYBYPHONE TOWN OF B BAY HARBOR ISLAND FL	$4.27	Business	7009-000	TRAVEL		
6433	10/06/2022	PAYPAL *NETFLIX.COM 8667160414 CA	$21.64	Business	7530-000	DATA PROCESSING		
6434	10/06/2022	PAYPAL *UBER 8665761039 CA	$5.88	Business	7009-000	TRAVEL		
6435	10/06/2022	PAYPAL *UBER 8665761039 CA	$9.78	Business	7009-000	TRAVEL		
6436	10/06/2022	PAYPAL *UBER 8665761039 CA	$10.89	Business	7009-000	TRAVEL		
6437	10/06/2022	PAYPAL *UBER 8665761039 CA	$15.90	Business	7009-000	TRAVEL		
6438	10/06/2022	PAYPAL *UBER 8665761039 CA	$22.74	Business	7009-000	TRAVEL		
6439	10/06/2022	PAYPAL *UBER 8665761039 CA	$29.43	Business	7009-000	TRAVEL		
6440	10/06/2022	PAYPAL *UBER 8665761039 CA	$48.91	Business	7009-000	TRAVEL		
6441	10/06/2022	PAYPAL *UBER 8665761039 CA	$79.51	Business	7009-000	TRAVEL		
6442	10/06/2022	PAYPAL *UBER 8665761039 CA	$113.70	Business	7009-000	TRAVEL		
6444	10/06/2022	TST* SUNLIFE ORGANIC MIAMI BEACH FL	$30.89	Business	7009-000	TRAVEL		
6446	10/07/2022	EXHALE FLORIDA DOWNT 305-4233906 FL	$30.00	Business	7009-000	TRAVEL		
6448	10/07/2022	MAKOTO BAL HARBOUR FL	$66.59	Business	7009-000	TRAVEL		
6452	10/07/2022	PAYPAL *UBER 8665761039 CA	$30.03	Business	7009-000	TRAVEL		
6453	10/07/2022	PAYPAL *UBER 8665761039 CA	$38.73	Business	7009-000	TRAVEL		
6455	10/07/2022	WESTWAY SITE SERVICE DALLAS TX	$131.12	Business	7012-001	RELOCATION-DC		
6456	10/08/2022	=REDMARKETSALONMIAMI 305-864-3978 FL	$118.80	Business	7012-000	MEALS & ENTERTAINMENT		
6462	10/08/2022	APPLE.COM/BILL CUPERTINO CA	$8.65	Business	7530-000	DATA PROCESSING		
6464	10/08/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$29.66	Business	7009-000	TRAVEL		
6465	10/08/2022	EXHALE BAL HARBOUR 305-4555411 FL	$102.00	Business	7012-000	MEALS & ENTERTAINMENT		
6469	10/08/2022	GUM.CO/CC* TJE RESEA SAN FRANCISCO CA	$24.99	Business	7530-000	DATA PROCESSING		
6472	10/08/2022	PARKRECEIPTS.COM -V Plano TX	$10.00	Business	7009-000	TRAVEL		
6475	10/08/2022	PAYPAL *UBER 8665761039 CA	$10.00	Business	7009-000	TRAVEL		
6476	10/08/2022	PAYPAL *UBER 8665761039 CA	$16.57	Business	7009-000	TRAVEL		
6477	10/08/2022	PAYPAL *UBER 8665761039 CA	$17.79	Business	7009-000	TRAVEL		
6478	10/08/2022	PAYPAL *UBER 8665761039 CA	$33.00	Business	7009-000	TRAVEL		
6479	10/08/2022	PRIME VIDEO*1K9LR1XW 888-802-3080 WA	$6.48	Business	7530-000	DATA PROCESSING		
6480	10/08/2022	SPECTRUM 855-707-7328 MO	$251.85	Business	7530-000	DATA PROCESSING		
6482	10/09/2022	1 HOTEL SOUTH BEACH MIAMI BEACH FL	$11.43	Business	7009-000	TRAVEL		
6487	10/09/2022	AMERICAN AIRLINES 800-433-7300 TX	$101.99	Business	7009-000	TRAVEL		
6488	10/09/2022	American Airlines FT WORTH TX	$1,976.20	Business	7009-000	TRAVEL		
6494	10/09/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
6496	10/09/2022	DFW AIRPORT PARKING DFW AIRPORT TX	$2.00	Business	7009-000	TRAVEL		
6497	10/09/2022	FREEDOM PARK DFW 972-252-2500 TX	$368.38	Business	7009-000	TRAVEL		
6498	10/09/2022	IMPERIAL MOTO - AVEN MIAMI FL	$7.22	Business	7009-000	TRAVEL		
6501	10/09/2022	MANSIONONTURTLECREEK DALLAS TX	$1,468.85	Business	7009-000	TRAVEL		
6502	10/09/2022	MIAMI NEWS NOW#2401 MIAMI FL	$7.51	Business	7570-000	OFFICE SUPPLIES		
6507	10/09/2022	PAYPAL *UBER 8665761039 CA	$29.28	Business	7009-000	TRAVEL		
6508	10/09/2022	PAYPAL *UBER 8665761039 CA	$30.27	Business	7009-000	TRAVEL		
6509	10/09/2022	PAYPAL *UBER 8665761039 CA	$56.02	Business	7009-000	TRAVEL		
6511	10/09/2022	PAYPAL *UBER EATS 8665761039 CA	$8.00	Business	7009-000	TRAVEL		
6512	10/09/2022	PAYPAL *UBER EATS 8665761039 CA	$14.27	Business	7009-000	TRAVEL		
6513	10/09/2022	PAYPAL *UBER EATS 8665761039 CA	$36.79	Business	7009-000	TRAVEL		
6514	10/09/2022	PAYPAL *UBER EATS 8665761039 CA	$71.39	Business	7009-000	TRAVEL		
6521	10/10/2022	APPLE.COM/BILL CUPERTINO CA	$43.29	Business	7530-000	DATA PROCESSING		
6525	10/10/2022	DRIP COFFEE CO. 2 Dallas TX	$2.92	Business	7012-000	MEALS & ENTERTAINMENT		
6526	10/10/2022	FAIRGROUNDS DALLAS Dallas TX	$6.48	Business	7009-000	TRAVEL		
6528	10/10/2022	PAYPAL *UBER 8665761039 CA	$16.62	Business	7009-000	TRAVEL		
6529	10/10/2022	R+D DALLAS214.890.79 DALLAS TX	$181.30	Business	7012-000	MEALS & ENTERTAINMENT		
6530	10/10/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$1,425.43	Business	7012-001	RELOCATION-DC		
6531	10/10/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
6535	10/11/2022	CAPITAL GRILLE 01380 INDIANAPOLIS IN	$10.72	Business	7009-000	TRAVEL		
6536	10/11/2022	CAPITAL GRILLE 01380 INDIANAPOLIS IN	$135.36	Business	7009-000	TRAVEL		
6537	10/11/2022	MANSIONONTURTLECREEK DALLAS TX	$18.49	Business	7009-000	TRAVEL		
6538	10/11/2022	MASTERCLASS.COM/CHAR SAN FRANCISCO CA	$194.85	Business	7009-000	TRAVEL		
6539	10/11/2022	MODITA INDIANAPOLIS IN	$66.16	Business	7009-000	TRAVEL		
6541	10/11/2022	PAYPAL *UBER 8665761039 CA	$38.04	Business	7009-000	TRAVEL		
6542	10/11/2022	PAYPAL *UBER 8665761039 CA	$42.43	Business	7009-000	TRAVEL		
6543	10/11/2022	PAYPAL *UBER 8665761039 CA	$65.37	Business	7009-000	TRAVEL		
6544	10/11/2022	PAYPAL *UBER 8665761039 CA	$72.78	Business	7009-000	TRAVEL		
6545	10/11/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
6546	10/11/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
6555	10/12/2022	APPLE.COM/BILL CUPERTINO CA	$5.40	Business	7530-000	DATA PROCESSING		
6556	10/12/2022	BT*DD *DOORDASH FFJA SAN FRANCISCO CA	$17.66	Business	7009-000	TRAVEL		
6557	10/12/2022	CHEF TANIA* (1 OF 1 HOLLYWOOD FL	$2,761.00	Business	7012-000	MEALS & ENTERTAINMENT		
6558	10/12/2022	FREEDOM PARK DFW 972-252-2500 TX	$140.27	Business	7009-000	TRAVEL		
6561	10/12/2022	MANSIONONTURTLECREEK DALLAS TX	$821.95	Business	7009-000	TRAVEL		
6562	10/12/2022	PAYPAL *UBER 8665761039 CA	$34.48	Business	7009-000	TRAVEL		

Credit Card

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Filtered Total $ 1,180,681.29
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Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
6563	10/12/2022	PAYPAL *UBER 8665761039 CA	$37.45	Business	7009-000	TRAVEL		
6564	10/12/2022	PAYPAL *UBER 8665761039 CA	$55.72	Business	7009-000	TRAVEL		
6565	10/12/2022	PAYPAL *UBER EATS 8665761039 CA	$11.53	Business	7009-000	TRAVEL		
6566	10/12/2022	PAYPAL *UBER EATS 8665761039 CA	$57.65	Business	7009-000	TRAVEL		
6567	10/12/2022	R+D DALLAS214.890.79 DALLAS TX	$103.19	Business	7012-000	MEALS & ENTERTAINMENT		
6570	10/12/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
6574	10/13/2022	American Airlines FT WORTH TX	$1,144.60	Business	7009-000	TRAVEL		
6575	10/13/2022	BT*DIRTYFRENCHS*REST NEW YORK NY	$100.00	Business	7009-000	TRAVEL		
6576	10/13/2022	CHEF TANIA* (1 OF 1 HOLLYWOOD FL	$590.92	Business	7012-000	MEALS & ENTERTAINMENT		
6577	10/13/2022	CONRAD HOTEL INDANAP INDIANAPOLIS IN	$14.00	Business	7009-000	TRAVEL		
6578	10/13/2022	FUBOTV INC NEW YORK NY	$75.76	Business	7530-000	DATA PROCESSING		
6579	10/13/2022	HOTELSCOM72409826749 HOTELS.COM WA	$1,364.38	Business	7009-000	TRAVEL		
6580	10/13/2022	HOTELSCOM72409835477 HOTELS.COM WA	$690.65	Business	7009-000	TRAVEL		
6581	10/13/2022	MANSIONONTURTLECREEK DALLAS TX	$7.93	Business	7009-000	TRAVEL		
6582	10/13/2022	MB-PARKING PARKMOBIL MIAMI BEACH FL	$16.35	Business	7009-000	TRAVEL		
6583	10/13/2022	NEWSLINK 121 DFW 000 DALLAS TX	$3.25	Business	7570-000	OFFICE SUPPLIES		
6584	10/13/2022	PANTHER COFFEE MIAMI MIAMI BEACH FL	$16.85	Business	7009-000	TRAVEL		
6585	10/13/2022	PAPPASITOS'S CANTINA DALLAS TX	$48.98	Business	7012-000	MEALS & ENTERTAINMENT		
6588	10/13/2022	PAYPAL *UBER EATS 8665761039 CA	$10.00	Business	7009-000	TRAVEL		
6589	10/13/2022	PAYPAL *UBER EATS 8665761039 CA	$46.63	Business	7009-000	TRAVEL		
6590	10/13/2022	SPOTIFY NEW YORK NY	$17.31	Business	7530-000	DATA PROCESSING		
6591	10/13/2022	STARBUCKS 800-782-72 SEATTLE WA	$25.00	Business	7009-000	TRAVEL		
6592	10/13/2022	Starbucks C21 DFW 15 Dallas TX	$10.77	Business	7009-000	TRAVEL		
6593	10/13/2022	UBER EATS SAN FRANSISCO CA	$87.20	Business	7009-000	TRAVEL		
6594	10/13/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
6595	10/14/2022	1 HOTEL SOUTH BEACH MIAMI BEACH FL	$9.28	Business	7009-000	TRAVEL		
6597	10/14/2022	BT BIG DADDY S LIQUO NEW YORK NY	$1,080.14	Business	7012-000	MEALS & ENTERTAINMENT		
6598	10/14/2022	BT*DD *DOORDASH BURG SAN FRANCISCO CA	$34.99	Business	7009-000	TRAVEL		
6600	10/14/2022	CUBESMART 492 436845 DALLAS TX	$467.00	Business	7012-001	RELOCATION-DC		
6601	10/14/2022	CUBESMART 492 436845 DALLAS TX	$666.00	Business	7012-001	RELOCATION-DC		
6602	10/14/2022	HLU*HULU 22629132476 HULU.COM/BILL CA	$75.76	Business	7530-000	DATA PROCESSING		
6604	10/14/2022	MB-PARKING PARKMOBIL MIAMI BEACH FL	$12.35	Business	7009-000	TRAVEL		
6605	10/14/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
6606	10/14/2022	PAYPAL *UBER 8665761039 CA	$34.00	Business	7009-000	TRAVEL		
6607	10/14/2022	PAYPAL *UBER 8665761039 CA	$34.48	Business	7009-000	TRAVEL		
6608	10/14/2022	PRIVATE CAR SERVICES Miami Beach FL	$160.50	Business	7009-000	TRAVEL		
6610	10/14/2022	SP SWEETPOTATO AWES LAS VEGAS NV	$92.34	Business	7009-000	TRAVEL		
6611	10/14/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$815.50	Business	7012-001	RELOCATION-DC		
6620	10/15/2022	CUBESMART 492 436845 DALLAS TX	$635.00	Business	7012-001	RELOCATION-DC		
6621	10/15/2022	FOUR SEASONS CLUB AC IRVING TX	$958.29	Business	7012-000	MEALS & ENTERTAINMENT		
6623	10/15/2022	MPIX PITTSBURG KS	$47.29	Business	7570-000	OFFICE SUPPLIES		
6625	10/15/2022	PAO BY PAUL QUI MIAMI FL	$292.60	Business	7012-000	MEALS & ENTERTAINMENT		
6629	10/15/2022	PAYPAL *UBER 8665761039 CA	$27.89	Business	7009-000	TRAVEL		
6630	10/15/2022	PAYPAL *UBER 8665761039 CA	$30.05	Business	7009-000	TRAVEL		
6631	10/15/2022	PAYPAL *UBER EATS 8665761039 CA	$10.00	Business	7009-000	TRAVEL		
6632	10/15/2022	PAYPAL *UBER EATS 8665761039 CA	$43.25	Business	7009-000	TRAVEL		
6642	10/16/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
6643	10/16/2022	APPLE.COM/BILL CUPERTINO CA	$17.31	Business	7530-000	DATA PROCESSING		
6644	10/16/2022	FedEx Office 0083 16 Plano TX	$195.23	Business	7570-000	OFFICE SUPPLIES		
6648	10/16/2022	PAYPAL *UBER 8665761039 CA	$29.49	Business	7009-000	TRAVEL		
6649	10/16/2022	PAYPAL *UBER 8665761039 CA	$34.41	Business	7009-000	TRAVEL		
6650	10/16/2022	PAYPAL *UBER 8665761039 CA	$44.99	Business	7009-000	TRAVEL		
6651	10/16/2022	PAYPAL *UBER EATS 8665761039 CA	$11.78	Business	7009-000	TRAVEL		
6652	10/16/2022	PAYPAL *UBER EATS 8665761039 CA	$58.90	Business	7009-000	TRAVEL		
6662	10/17/2022	PAYPAL *UBER EATS 8665761039 CA	$11.74	Business	7009-000	TRAVEL		
6663	10/17/2022	PAYPAL *UBER EATS 8665761039 CA	$58.72	Business	7009-000	TRAVEL		
6664	10/17/2022	SP BOMBAS NEW YORK NY	$172.08	Business	7009-000	TRAVEL		
6665	10/17/2022	SP DEHEN 1920 PORTLAND OR	$595.00	Business	7009-000	TRAVEL		
6666	10/18/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
6668	10/18/2022	CACHITO COFFEE & BAK Miami Beach FL	$14.92	Business	7009-000	TRAVEL		
6669	10/18/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$173.89	Business	7009-000	TRAVEL		
6670	10/18/2022	Flower Child Denver Denver CO	$78.78	Business	7009-000	TRAVEL		
6671	10/18/2022	GROU COFFEE + COWORK Coral Gables FL	$17.64	Business	7009-000	TRAVEL		
6674	10/18/2022	MB-PARKING PARKMOBIL MIAMI BEACH FL	$12.35	Business	7009-000	TRAVEL		
6676	10/18/2022	PARKRECEIPTS.COM -V Plano TX	$22.05	Business	7009-000	TRAVEL		
6677	10/18/2022	PAYPAL *UBER 8665761039 CA	$66.02	Business	7009-000	TRAVEL		
6678	10/18/2022	PAYPAL *UBER 8665761039 CA	$75.21	Business	7009-000	TRAVEL		
6679	10/18/2022	PAYPAL *UBER EATS 8665761039 CA	$21.84	Business	7009-000	TRAVEL		
6680	10/18/2022	PAYPAL *UBER EATS 8665761039 CA	$109.22	Business	7009-000	TRAVEL		
6682	10/18/2022	PELOTON* MEMBERSHIP NEW YORK CITY NY	$44.00	Business	7009-000	TRAVEL		
6684	10/18/2022	SINGLE DIGITS INTERN BEDFORD NH	$22.95	Business	7530-000	DATA PROCESSING		
6685	10/18/2022	TST* MAJOR FOOD GROU MIAMI FL	$321.76	Business	7009-000	TRAVEL		
6693	10/19/2022	CLASSPASS* MONTHLY NEW YORK CITY NY	$59.00	Business	7009-000	TRAVEL		
6694	10/19/2022	DFW AIRPORT PARKING DFW AIRPORT TX	$3.00	Business	7009-000	TRAVEL		
6696	10/19/2022	FREEDOM PARK DFW 972-252-2500 TX	$232.35	Business	7009-000	TRAVEL		
6698	10/19/2022	GOOGLE *YOUTUBE TV G.CO/HELPPAY# CA	$70.35	Business	7530-000	DATA PROCESSING		
6699	10/19/2022	HONOR BAR 214.780.09 DALLAS TX	$52.55	Business	7012-000	MEALS & ENTERTAINMENT		
6700	10/19/2022	MANSIONONTURTLECREEK DALLAS TX	$42.00	Business	7009-000	TRAVEL		
6701	10/19/2022	MPIX PITTSBURG KS	$47.04	Business	7570-000	OFFICE SUPPLIES		
6702	10/19/2022	PACIFIC TABLE IRVING IRVING TX	$6.95	Business	7012-000	MEALS & ENTERTAINMENT		
6703	10/19/2022	PACIFIC TABLE IRVING IRVING TX	$620.69	Business	7012-000	MEALS & ENTERTAINMENT		
6705	10/19/2022	PAYPAL *UBER 8665761039 CA	$19.41	Business	7009-000	TRAVEL		
6706	10/19/2022	PAYPAL *UBER 8665761039 CA	$33.13	Business	7009-000	TRAVEL		
6707	10/19/2022	PAYPAL *UBER 8665761039 CA	$37.27	Business	7009-000	TRAVEL		
6708	10/19/2022	PRIVATE CAR SERVICES Miami FL	$321.00	Business	7009-000	TRAVEL		
6709	10/19/2022	SPECTRUM 855-707-7328 MO	$331.54	Business	7530-000	DATA PROCESSING		
6710	10/19/2022	STREAMABLE.COM WILMINGTON DE	$5.00	Business	7530-000	DATA PROCESSING		
6711	10/19/2022	TST* SUNLIFE ORGANIC MIAMI BEACH FL	$25.86	Business	7009-000	TRAVEL		
6712	10/19/2022	UBER EATS SAN FRANSISCO CA	$95.23	Business	7009-000	TRAVEL		
6713	10/19/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
6714	10/19/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
6717	10/20/2022	American Airlines FT WORTH TX	$268.60	Business	7009-000	TRAVEL		
6718	10/20/2022	American Airlines FT WORTH TX	$2,881.60	Business	7009-000	TRAVEL		
6724	10/20/2022	DRIP COFFEE CO. 2 Dallas TX	$14.07	Business	7012-000	MEALS & ENTERTAINMENT		
6725	10/20/2022	MANSIONONTURTLECREEK DALLAS TX	$7.93	Business	7009-000	TRAVEL		
6726	10/20/2022	MB-PARKING PARKMOBIL MIAMI BEACH FL	$12.35	Business	7009-000	TRAVEL		
6728	10/20/2022	PAPPASITOS CANTINA D DALLAS TX	$60.46	Business	7012-000	MEALS & ENTERTAINMENT		

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6730	10/20/2022	PAYPAL *UBER EATS 8665761039 CA	$16.08	Business	7009-000	TRAVEL		
6731	10/20/2022	PAYPAL *UBER EATS 8665761039 CA	$80.41	Business	7009-000	TRAVEL		
6732	10/20/2022	ROSETTA BAKERY AT AV AVENTURA FL	$3.64	Business	7009-000	TRAVEL		
6733	10/20/2022	SOUTHWEST AIRLINES (DALLAS TX	$355.98	Business	7009-000	TRAVEL		
6734	10/20/2022	SOUTHWEST AIRLINES (DALLAS TX	$420.98	Business	7009-000	TRAVEL		
6735	10/20/2022	SP JOANNACZECH.COM DALLAS TX	$149.00	Business	7012-001	RELOCATION-DC		
6736	10/20/2022	TUMI ST1022 1022 IRVING TX	$113.67	Business	7009-000	TRAVEL		
6738	10/21/2022	American Airlines FT WORTH TX	$738.21	Business	7009-000	TRAVEL		
6739	10/21/2022	American Airlines FT WORTH TX	$738.21	Business	7009-000	TRAVEL		
6741	10/21/2022	APPLE.COM/BILL CUPERTINO CA	$39.48	Business	7530-000	DATA PROCESSING		
6742	10/21/2022	BT*DD *DOORDASH LEZO SAN FRANCISCO CA	$81.16	Business	7009-000	TRAVEL		
6744	10/21/2022	DOORDASH DASHPASS SAN FRANCISCO CA	$9.99	Business	7009-000	TRAVEL		
6745	10/21/2022	EXHALE BAL HARBOUR 305-4555411 FL	$30.00	Business	7012-000	MEALS & ENTERTAINMENT		
6746	10/21/2022	FLANIGANS #60 SURFS SURFSIDE FL	$42.95	Business	7009-000	TRAVEL		
6747	10/21/2022	HOTELSCOM72414940372 HOTELS.COM WA	$482.14	Business	7009-000	TRAVEL		
6748	10/21/2022	HUTONG MIAMI MIAMI FL	$125.00	Business	7009-000	TRAVEL		
6749	10/21/2022	NOVIKOV, LLC 0000 MIAMI FL	$1,321.43	Business	7012-000	MEALS & ENTERTAINMENT		
6751	10/21/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
6752	10/21/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
6753	10/21/2022	PAYPAL *UBER 8665761039 CA	$17.16	Business	7009-000	TRAVEL		
6755	10/21/2022	SPOTIFY NEW YORK NY	$10.81	Business	7530-000	DATA PROCESSING		
6756	10/21/2022	TST* SUNLIFE ORGANIC MIAMI BEACH FL	$14.76	Business	7009-000	TRAVEL		
6757	10/21/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
6759	10/22/2022	AMERIPARK 30216800 I MIAMI FL	$15.00	Business	7009-000	TRAVEL		
6760	10/22/2022	DELTA AIR LINES ATLANTA US	$538.60	Business	7009-000	TRAVEL		
6761	10/22/2022	DOORDASH DASHPASS SAN FRANCISCO CA	$9.99	Business	7009-000	TRAVEL		
6768	10/23/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
6769	10/23/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
6770	10/23/2022	EQUINOX MOTO #451 45 DALLAS TX	$207.84	Business	7012-000	MEALS & ENTERTAINMENT		
6771	10/23/2022	EQUINOX MOTO #451 45 DALLAS TX	$313.93	Business	7012-000	MEALS & ENTERTAINMENT		
6772	10/23/2022	FedEx Office 0083 16 Plano TX	$277.25	Business	7570-000	OFFICE SUPPLIES		
6779	10/23/2022	PAYPAL *UBER 8665761039 CA	$17.05	Business	7009-000	TRAVEL		
6780	10/23/2022	PAYPAL *UBER 8665761039 CA	$20.68	Business	7009-000	TRAVEL		
6781	10/23/2022	PAYPAL *UBER 8665761039 CA	$29.31	Business	7009-000	TRAVEL		
6782	10/23/2022	PAYPAL *UBER 8665761039 CA	$46.36	Business	7009-000	TRAVEL		
6783	10/23/2022	PAYPAL *UBER 8665761039 CA	$47.68	Business	7009-000	TRAVEL		
6784	10/23/2022	PRIVATE CAR SERVICES Miami FL	$321.00	Business	7009-000	TRAVEL		
6785	10/23/2022	THE BEVERLY HILLS HO BEVERLY HILLS, CA CA	$62.56	Business	7009-000	TRAVEL		
6788	10/24/2022	AMERICANAIRLINES PAC IRVINE CA	$25.00	Business	7009-000	TRAVEL		
6791	10/24/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
6792	10/24/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$30.39	Business	7009-000	TRAVEL		
6793	10/24/2022	HOTELSCOM72416742697 HOTELS.COM WA	$5,493.94	Business	7009-000	TRAVEL		
6797	10/24/2022	PAYPAL *UBER 8665761039 CA	$24.20	Business	7009-000	TRAVEL		
6798	10/24/2022	PAYPAL *UBER 8665761039 CA	$25.59	Business	7009-000	TRAVEL		
6800	10/24/2022	SPECTRUM 855-707-7328 MO	$344.70	Business	7530-000	DATA PROCESSING		
6801	10/24/2022	SWA INFLIGHT WIFI 800-435-9792 CA	$8.00	Business	7530-000	DATA PROCESSING		
6802	10/24/2022	SWA INFLIGHT WIFI 800-435-9792 CA	$8.00	Business	7530-000	DATA PROCESSING		
6803	10/24/2022	TST* BALTAIRE 300560 LOS ANGELES CA	$399.46	Business	7009-000	TRAVEL		
6806	10/25/2022	American Airlines FT WORTH TX	$2,371.60	Business	7009-000	TRAVEL		
6808	10/25/2022	APPLICATION MONTHLY MEM MARTINS	$19.89	Business	7530-000	DATA PROCESSING		
6809	10/25/2022	CAMPISIS DLF 00-0803 DALLAS TX	$19.07	Business	7012-000	MEALS & ENTERTAINMENT		
6810	10/25/2022	CARIBOU COFFEE ENGLEWOOD CO	$14.89	Business	7009-000	TRAVEL		
6811	10/25/2022	DEN 3115A Say Si Bon Denver CO	$10.86	Business	7009-000	TRAVEL		
6812	10/25/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$132.96	Business	7009-000	TRAVEL		
6813	10/25/2022	FOUR SEASONS HTL DEN DENVER CO	$38.40	Business	7009-000	TRAVEL		
6814	10/25/2022	FOUR SEASONS HTL DEN DENVER CO	$301.87	Business	7009-000	TRAVEL		
6815	10/25/2022	FOUR SEASONS NY DOWN NEW YORK NY	$1.00	Business	7009-000	TRAVEL		
6816	10/25/2022	HOTELSCOM72417479390 HOTELS.COM WA	$648.34	Business	7009-000	TRAVEL		
6818	10/25/2022	JETSUITEX 0432 DALLAS TX	$1,123.00	Business	7009-000	TRAVEL		
6819	10/25/2022	MB-PARKING PARKMOBIL MIAMI BEACH FL	$4.35	Business	7009-000	TRAVEL		
6820	10/25/2022	PAYPAL *UBER 8665761039 CA	$5.00	Business	7009-000	TRAVEL		
6821	10/25/2022	PAYPAL *UBER 8665761039 CA	$16.30	Business	7009-000	TRAVEL		
6822	10/25/2022	PAYPAL *UBER 8665761039 CA	$16.30	Business	7009-000	TRAVEL		
6824	10/25/2022	SWA INFLIGHT WIFI 800-435-9792 CA	$8.00	Business	7530-000	DATA PROCESSING		
6825	10/25/2022	SWA INFLIGHT WIFI 800-435-9792 CA	$8.00	Business	7530-000	DATA PROCESSING		
6826	10/25/2022	THE BEVERLY HILLS HO BEVERLY HILLS, CA CA	$7.67	Business	7009-000	TRAVEL		
6827	10/25/2022	THE BEVERLY HILLS HO BEVERLY HILLS, CA CA	$61.43	Business	7009-000	TRAVEL		
6829	10/25/2022	WWW.LEVIATEAIR.COM BOSTON MA	$945.36	Business	7009-000	TRAVEL		
6830	10/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		
6831	10/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		
6834	10/26/2022	American Airlines FT WORTH TX	$949.60	Business	7009-000	TRAVEL		
6839	10/26/2022	EXHALE FLORIDA DOWNT 305-4233906 FL	$30.00	Business	7009-000	TRAVEL		
6840	10/26/2022	GURUFOCUS.COM, LLC 469-2486885 TX	$479.00	Business	7530-000	DATA PROCESSING		
6841	10/26/2022	HLU*HULU 17107704513 HULU.COM/BILL CA	$83.34	Business	7530-000	DATA PROCESSING		
6842	10/26/2022	HOTELSCOM72418211916 HOTELS.COM WA	$1,030.64	Business	7009-000	TRAVEL		
6843	10/26/2022	HOTELSCOM72418215298 HOTELS.COM WA	$1,087.89	Business	7009-000	TRAVEL		
6844	10/26/2022	HOTELSCOM72418241983 HOTELS.COM WA	$1,391.71	Business	7009-000	TRAVEL		
6845	10/26/2022	HUDSON-DUNKIN ST1021 IRVING TX	$20.30	Business	7570-000	OFFICE SUPPLIES		
6846	10/26/2022	LING & LOUIES ASIAN IRVING TX	$29.44	Business	7012-000	MEALS & ENTERTAINMENT		
6847	10/26/2022	PAYPAL *UBER 8665761039 CA	$16.30	Business	7009-000	TRAVEL		
6848	10/26/2022	PAYPAL *UBER 8665761039 CA	$17.35	Business	7009-000	TRAVEL		
6849	10/26/2022	PAYPAL *UBER 8665761039 CA	$31.30	Business	7009-000	TRAVEL		
6850	10/26/2022	PAYPAL *UBER 8665761039 CA	$38.18	Business	7009-000	TRAVEL		
6851	10/26/2022	PAYPAL *UBER 8665761039 CA	$123.36	Business	7009-000	TRAVEL		
6855	10/26/2022	WYNN LAS VEGAS HOTEL LAS VEGAS NV	$272.39	Business	7009-000	TRAVEL		
6857	10/27/2022	American Airlines FT WORTH TX	$1,064.60	Business	7009-000	TRAVEL		
6861	10/27/2022	CUBESMART 492 436845 DALLAS TX	$1,102.00	Business	7012-001	RELOCATION-DC		
6862	10/27/2022	DFW AIRPORT PARKING DFW AIRPORT TX	$3.00	Business	7009-000	TRAVEL		
6863	10/27/2022	ESPRESSO LAS VEGAS NV	$6.76	Business	7009-000	TRAVEL		
6864	10/27/2022	ESPRESSO LAS VEGAS NV	$27.97	Business	7009-000	TRAVEL		
6865	10/27/2022	FREEDOM PARK DFW 972-252-2500 TX	$311.12	Business	7009-000	TRAVEL		
6868	10/27/2022	MB-PARKING PARKMOBIL MIAMI BEACH FL	$12.35	Business	7009-000	TRAVEL		
6869	10/27/2022	PAYPAL *FATHEAD LLC 4029357733 MI	$167.77	Business	7570-000	OFFICE SUPPLIES		
6870	10/27/2022	PAYPAL *UBER 8665761039 CA	$5.00	Business	7009-000	TRAVEL		
6871	10/27/2022	PAYPAL *UBER 8665761039 CA	$41.08	Business	7009-000	TRAVEL		
6872	10/27/2022	PAYPAL *UBER 8665761039 CA	$78.58	Business	7009-000	TRAVEL		
6873	10/27/2022	PAYPAL *UBER EATS 8665761039 CA	$17.06	Business	7009-000	TRAVEL		

Credit Card

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Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
6874	10/27/2022	PAYPAL *UBER EATS 8665761039 CA	$85.32	Business	7009-000	TRAVEL		
6875	10/27/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
6876	10/27/2022	MANSIONONTURTLECREEK DALLAS TX	$42.00	Business	7009-000	TRAVEL		
6877	10/28/2022	ARTEMIS FINE ARTS, I DALLAS TX	$2,697.00	Business	7012-001	RELOCATION-DC		
6878	10/28/2022	HLU*HULU 20797497308 HULU.COM/BILL CA	$8.65	Business	7530-000	DATA PROCESSING		
6879	10/28/2022	IN *EARTHVISION, LLC RICHARDSON TX	$457.36	Business	7530-000	DATA PROCESSING		
6880	10/28/2022	IN *EARTHVISION, LLC RICHARDSON TX	$457.36	Business	7530-000	DATA PROCESSING		
6884	10/28/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7530-000	DATA PROCESSING		
6885	10/28/2022	WESTIN IRVING CONVEN IRVING TX	$435.85	Business	7009-000	TRAVEL		
6887	10/28/2022	HUDSON-DUNKIN ST1021 IRVING TX	$8.49	Business	7009-000	TRAVEL		
6889	10/28/2022	LING & LOUIES ASIAN IRVING TX	$29.44	Business	7009-000	TRAVEL		
6890	10/28/2022	MAKOTO BAL HARBOUR FL	$194.41	Business	7009-000	TRAVEL		
6891	10/28/2022	PAYPAL *UBER 8665761039 CA	$30.07	Business	7009-000	TRAVEL		
6892	10/28/2022	PAYPAL *UBER 8665761039 CA	$31.89	Business	7009-000	TRAVEL		
6893	10/28/2022	PAYPAL *UBER EATS 8665761039 CA	$12.39	Business	7009-000	TRAVEL		
6894	10/28/2022	PAYPAL *UBER EATS 8665761039 CA	$61.95	Business	7009-000	TRAVEL		
6895	10/28/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
6896	10/28/2022	APPLE.COM/BILL CUPERTINO CA	$24.88	Business	7530-000	DATA PROCESSING		
6902	10/29/2022	PAYPAL *SOCCERELI08 4029357733 TX	$1,338.00	Business	7012-001	RELOCATION-DC		
6903	10/29/2022	PAYPAL *UBER 8665761039 CA	$5.89	Business	7009-000	TRAVEL		
6904	10/29/2022	PAYPAL *UBER 8665761039 CA	$7.24	Business	7009-000	TRAVEL		
6905	10/29/2022	PAYPAL *UBER 8665761039 CA	$29.46	Business	7009-000	TRAVEL		
6906	10/29/2022	PAYPAL *UBER 8665761039 CA	$33.04	Business	7009-000	TRAVEL		
6907	10/29/2022	PAYPAL *UBER 8665761039 CA	$35.01	Business	7009-000	TRAVEL		
6908	10/29/2022	PAYPAL *UBER 8665761039 CA	$36.24	Business	7009-000	TRAVEL		
6909	10/29/2022	APPLE.COM/BILL CUPERTINO CA	$14.06	Business	7530-000	DATA PROCESSING		
6918	10/30/2022	American Airlines FT WORTH TX	$977.20	Business	7009-000	TRAVEL		
6919	10/30/2022	HOTELSCOM72420603787 HOTELS.COM WA	$1,664.31	Business	7009-000	TRAVEL		
6920	10/30/2022	HOTELSCOM72420656168 HOTELS.COM WA	$361.53	Business	7009-000	TRAVEL		
6922	10/30/2022	PAYPAL *UBER 8665761039 CA	$6.46	Business	7009-000	TRAVEL		
6923	10/30/2022	PAYPAL *UBER 8665761039 CA	$12.16	Business	7009-000	TRAVEL		
6924	10/30/2022	PAYPAL *UBER 8665761039 CA	$32.34	Business	7009-000	TRAVEL		
6925	10/30/2022	PAYPAL *UBER 8665761039 CA	$33.22	Business	7009-000	TRAVEL		
6926	10/30/2022	PAYPAL *UBER 8665761039 CA	$60.83	Business	7009-000	TRAVEL		
6927	10/30/2022	PAYPAL *VIASAT INC 7604762542 CA	$19.00	Business	7009-000	TRAVEL		
6928	10/30/2022	PRIVATE CAR SERVICES Miami Beach FL	$321.00	Business	7009-000	TRAVEL		
6929	10/30/2022	NEWSLINK 06 MIA 0000 MIAMI FL	$19.76	Business	7530-000	DATA PROCESSING		
6937	10/31/2022	IN *SYSTEMS DESIGN & NORTH MIAMI BEACH FL	$18,500.00	Business	7012-001	RELOCATION-DC		
6938	10/31/2022	6331170 - BEECHERS S QUEENS NY	$13.96	Business	7009-000	TRAVEL		
6939	10/31/2022	ABC*DESTINATION DALL ALLEN TX	$32.46	Business	7009-000	TRAVEL		
6940	10/31/2022	American Airlines FT WORTH TX	$864.60	Business	7009-000	TRAVEL		
6941	10/31/2022	DFW AIRPORT PARKING DFW AIRPORT TX	$3.00	Business	7009-000	TRAVEL		
6944	10/31/2022	FOUR SEASONS NY DOWN NEW YORK NY	$1,176.19	Business	7009-000	TRAVEL		
6945	10/31/2022	FREEDOM PARK DFW 972-252-2500 TX	$241.89	Business	7009-000	TRAVEL		
6946	10/31/2022	NOBU DALLAS DALLAS TX	$137.04	Business	7009-000	TRAVEL		
6947	10/31/2022	PAYPAL *UBER 8665761039 CA	$35.10	Business	7009-000	TRAVEL		
6948	10/31/2022	PAYPAL *UBER 8665761039 CA	$126.96	Business	7009-000	TRAVEL		
6949	10/31/2022	PAYPAL *UBERPAYMENT 208082778	$15.39	Business	7009-000	TRAVEL		
6950	10/31/2022	PAYPAL *UBERPAYMENT 208082778	$83.03	Business	7009-000	TRAVEL		
6951	10/31/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7009-000	TRAVEL		
6952	10/31/2022	APPLE.COM/BILL CUPERTINO CA	$1.99	Business	7530-000	DATA PROCESSING		
6953	10/31/2022	APPLE.COM/BILL CUPERTINO CA	$9.99	Business	7530-000	DATA PROCESSING		
6954	10/31/2022	APPLE.COM/BILL CUPERTINO CA	$16.77	Business	7530-000	DATA PROCESSING		
6955	10/31/2022	GANTRI.COM SAN FRANCISCO CA	$530.72	Business	7530-000	DATA PROCESSING		
6956	10/31/2022	PRIME VIDEO*H02SV43S 888-802-3080 WA	$11.90	Business	7530-000	DATA PROCESSING		
6965	11/01/2022	BT*DD *DOORDASH FFJA SAN FRANCISCO CA	$17.66	Business	7009-000	TRAVEL		
6966	11/01/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$167.70	Business	7009-000	TRAVEL		
6967	11/01/2022	FOUR SEASONS SURF CL SURFSIDE FL	$2,364.41	Business	7009-000	TRAVEL		
6968	11/01/2022	PAYPAL *UBERPAYMENT 208082778	$29.70	Business	7009-000	TRAVEL		
6969	11/01/2022	PENINSULA NEW YORK H NEW YORK NY	$369.09	Business	7009-000	TRAVEL		
6970	11/01/2022	R+D DALLAS214.890.79 DALLAS TX	$152.74	Business	7009-000	TRAVEL		
6971	11/01/2022	BT*AUDIOBOOKS.COM PRINCE FREDERCK MD	$16.18	Business	7530-000	DATA PROCESSING		
6976	11/01/2022	PAYPAL *ISKYSOFT 075586665000	$39.95	Business	7570-000	OFFICE SUPPLIES		
6977	11/02/2022	4TE*POST ALARM SYSTE ARCADIA CA	$43.00	Business	7012-001	RELOCATION-DC		
6978	11/02/2022	CUBESMART 5363 43684 DALLAS TX	$338.89	Business	7012-001	RELOCATION-DC		
6979	11/02/2022	WHITE GLOVE STORAGE AUSTIN TX	$17,934.37	Business	7012-001	RELOCATION-DC		
6981	11/02/2022	American Airlines FT WORTH TX	$95.36	Business	7009-000	TRAVEL		
6982	11/02/2022	American Airlines FT WORTH TX	$844.20	Business	7009-000	TRAVEL		
6983	11/02/2022	BT*DD *DOORDASH FFJA SAN FRANCISCO CA	$17.66	Business	7009-000	TRAVEL		
6984	11/02/2022	CLR*STRETCHZONE21439 DALLAS TX	$420.00	Business	7009-000	TRAVEL		
6985	11/02/2022	QUARTZ NEW YORK NY	$99.99	Business	7009-000	TRAVEL		
6986	11/02/2022	STARBUCKS 800-782-72 SEATTLE WA	$25.00	Business	7009-000	TRAVEL		
6987	11/02/2022	APPLE.COM/BILL CUPERTINO CA	$9.99	Business	7530-000	DATA PROCESSING		
6993	11/02/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$1,100.25	Business	7570-000	OFFICE SUPPLIES		
6997	11/03/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$85.55	Business	7009-000	TRAVEL		
6999	11/03/2022	CRESCENT COURT LODG DALLAS TX	$425.41	Business	7009-000	TRAVEL		
7000	11/03/2022	HOTELSCOM72423438432 HOTELS.COM WA	$460.12	Business	7009-000	TRAVEL		
7001	11/03/2022	HOTELSCOM72423655319 HOTELS.COM WA	$2,344.39	Business	7009-000	TRAVEL		
7002	11/03/2022	PAYPAL *UBER EATS 8665761039 CA	$6.92	Business	7009-000	TRAVEL		
7003	11/03/2022	PAYPAL *UBER EATS 8665761039 CA	$34.61	Business	7009-000	TRAVEL		
7004	11/03/2022	TST* ASCENSION COFFE DALLAS TX	$21.65	Business	7009-000	TRAVEL		
7005	11/03/2022	PAPA JOHN'S #1795 00 DALLAS TX	$131.04	Business	7012-000	MEALS & ENTERTAINMENT		
7006	11/03/2022	PARK HOUSE - ECOM 00 DALLAS TX	$78.69	Business	7012-000	MEALS & ENTERTAINMENT		
7009	11/04/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$23.30	Business	7009-000	TRAVEL		
7010	11/04/2022	CRESCENT COURT LODG DALLAS TX	$252.89	Business	7009-000	TRAVEL		
7012	11/04/2022	MANSIONONTURTLECREEK DALLAS TX	$276.22	Business	7009-000	TRAVEL		
7013	11/04/2022	WIFIONBOARD CHICAGO IL	$59.95	Business	7009-000	TRAVEL		
7014	11/04/2022	APPLE.COM/BILL CUPERTINO CA	$75.76	Business	7530-000	DATA PROCESSING		
7020	11/04/2022	WESTWAY SITE SERVICE DALLAS TX	$131.12	Business	7570-000	OFFICE SUPPLIES		
7021	11/05/2022	PAYPAL *SOCCERELI08 4029357733 TX	$107.86	Business	7012-001	RELOCATION-DC		
7023	11/05/2022	American Airlines FT WORTH TX	$801.60	Business	7009-000	TRAVEL		
7024	11/05/2022	American Airlines FT WORTH TX	$814.60	Business	7009-000	TRAVEL		
7025	11/05/2022	American Airlines FT WORTH TX	$814.60	Business	7009-000	TRAVEL		
7026	11/05/2022	American Airlines FT WORTH TX	$1,134.60	Business	7009-000	TRAVEL		
7027	11/05/2022	American Airlines FT WORTH TX	$2,371.60	Business	7009-000	TRAVEL		
7028	11/05/2022	BT*DD *DOORDASH OCEA SAN FRANCISCO CA	$91.44	Business	7009-000	TRAVEL		
7031	11/05/2022	PAYPAL *UBER 8665761039 CA	$6.64	Business	7009-000	TRAVEL		

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7032	11/05/2022	PAYPAL *UBER 8665761039 CA	$27.26	Business	7009-000	TRAVEL		
7033	11/05/2022	R+D DALLAS214.890.79 DALLAS TX	$68.37	Business	7009-000	TRAVEL		
7034	11/05/2022	STARBUCKS 800-782-72 SEATTLE WA	$25.00	Business	7009-000	TRAVEL		
7035	11/05/2022	PARK HOUSE - ECOM 00 DALLAS TX	$438.88	Business	7012-000	MEALS & ENTERTAINMENT		
7038	11/06/2022	PAYPAL *SOCCERELI08 4029357733 TX	$857.46	Business	7012-001	RELOCATION-DC		
7042	11/06/2022	American Airlines FT WORTH TX	$31.42	Business	7009-000	TRAVEL		
7043	11/06/2022	American Airlines FT WORTH TX	$266.60	Business	7009-000	TRAVEL		
7044	11/06/2022	CRESCENT COURT - SPA DALLAS TX	$306.00	Business	7009-000	TRAVEL		
7045	11/06/2022	DRIP COFFEE CO. 2 Dallas TX	$14.06	Business	7009-000	TRAVEL		
7046	11/06/2022	DYBOU LLC DBA LE BIL DALLAS TX	$283.40	Business	7009-000	TRAVEL		
7047	11/06/2022	MI COCINA HP 0014 DALLAS TX	$50.60	Business	7009-000	TRAVEL		
7048	11/06/2022	ORCL*PARK HOUSE DALL REDWOOD CITY CA	$112.61	Business	7012-000	MEALS & ENTERTAINMENT		
7049	11/06/2022	NAPSTER I RHAPSODY 206-707-8100 WA	$10.81	Business	7530-000	DATA PROCESSING		
7051	11/06/2022	PAYPAL *NETFLIX.COM 8667160414 CA	$21.64	Business	7530-000	DATA PROCESSING		
7057	11/07/2022	HOTELSCOM72426110709 HOTELS.COM WA	$1,338.16	Business	7009-000	TRAVEL		
7058	11/07/2022	NOBU DALLAS DALLAS TX	$66.90	Business	7009-000	TRAVEL		
7059	11/07/2022	R+D DALLAS214.890.79 DALLAS TX	$73.70	Business	7009-000	TRAVEL		
7060	11/07/2022	The Ritz-Carlton, Da Dallas TX	$253.80	Business	7009-000	TRAVEL		
7061	11/07/2022	SP ASSOULINE NEW YORK NY	$3,424.00	Business	7012-000	MEALS & ENTERTAINMENT		
7062	11/07/2022	APPLE.COM/BILL CUPERTINO CA	$11.90	Business	7530-000	DATA PROCESSING		
7064	11/07/2022	SPECTRUM 855-707-7328 MO	$251.85	Business	7530-000	DATA PROCESSING		
7066	11/08/2022	MERIDITH BAER HOME SOUTH GATE CA	$1,500.00	Business	7012-001	RELOCATION-DC		
7069	11/08/2022	BT*DD *DOORDASH OCEA SAN FRANCISCO CA	$57.45	Business	7009-000	TRAVEL		
7070	11/08/2022	CAPITAL GRILLE 01380 INDIANAPOLIS IN	$279.35	Business	7009-000	TRAVEL		
7071	11/08/2022	MANSIONONTURTLECREEK DALLAS TX	$48.86	Business	7009-000	TRAVEL		
7072	11/08/2022	MANSIONONTURTLECREEK DALLAS TX	$720.38	Business	7009-000	TRAVEL		
7073	11/08/2022	PAYPAL *VIASAT INC 7604762542 CA	$19.00	Business	7009-000	TRAVEL		
7074	11/08/2022	PARK HOUSE - ECOM 00 DALLAS TX	$2,323.77	Business	7012-000	MEALS & ENTERTAINMENT		
7078	11/08/2022	PRIME VIDEO*H21KI6GJ 888-802-3080 WA	$6.48	Business	7530-000	DATA PROCESSING		
7081	11/09/2022	LIFETIME PHARM236739 ALLEN TX	$45.00	Business	7012-001	RELOCATION-DC		
7084	11/09/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
7085	11/09/2022	DWELL MEDIA 877-939-3553 CA	$49.99	Business	7530-000	DATA PROCESSING		
7089	11/09/2022	GUM.CO/CC* TJE RESEA SAN FRANCISCO CA	$24.99	Business	7570-000	OFFICE SUPPLIES		
7090	11/09/2022	PAYPAL *DENNIS 4029357733 TX	$3,035.85	Business	7570-000	OFFICE SUPPLIES		
7091	11/10/2022	CONRAD HOTEL INDANAP INDIANAPOLIS IN	$9.95	Business	7009-000	TRAVEL		
7092	11/10/2022	DFW AIRPORT PARKING DFW AIRPORT TX	$3.00	Business	7009-000	TRAVEL		
7093	11/10/2022	FREEDOM PARK DFW 972-252-2500 TX	$78.08	Business	7009-000	TRAVEL		
7094	11/10/2022	MANSIONONTURTLECREEK DALLAS TX	$141.00	Business	7009-000	TRAVEL		
7095	11/10/2022	MI COCINA LC 0064 IRVING TX	$69.73	Business	7009-000	TRAVEL		
7096	11/10/2022	PAYPAL *UBER EATS 8665761039 CA	$16.32	Business	7009-000	TRAVEL		
7097	11/10/2022	PAYPAL *UBER EATS 8665761039 CA	$81.63	Business	7009-000	TRAVEL		
7098	11/10/2022	PAYPAL *UBERPAYMENT 208082778	$54.70	Business	7009-000	TRAVEL		
7099	11/10/2022	PAYPAL *VIASAT INC 7604762542 CA	$16.00	Business	7009-000	TRAVEL		
7100	11/10/2022	R+D DALLAS214.890.79 DALLAS TX	$48.05	Business	7009-000	TRAVEL		
7101	11/10/2022	STARBUCKS 800-782-72 SEATTLE WA	$25.00	Business	7009-000	TRAVEL		
7102	11/10/2022	Starbucks B CVG 1549 Cincinnati OH	$7.84	Business	7009-000	TRAVEL		
7103	11/10/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$16.00	Business	7009-000	TRAVEL		
7105	11/11/2022	21C MUSEUM CINCINNAT CINCINNATI OH	$12.94	Business	7009-000	TRAVEL		
7106	11/11/2022	PAYPAL *UBER 8665761039 CA	$5.00	Business	7009-000	TRAVEL		
7107	11/11/2022	PAYPAL *UBER 8665761039 CA	$66.92	Business	7009-000	TRAVEL		
7108	11/11/2022	PAYPAL *UBERPAYMENT 208082778	$30.11	Business	7009-000	TRAVEL		
7109	11/11/2022	PAYPAL *UBERPAYMENT 208082778	$52.49	Business	7009-000	TRAVEL		
7111	11/11/2022	APPLE.COM/BILL CUPERTINO CA	$14.40	Business	7530-000	DATA PROCESSING		
7112	11/12/2022	PAYPAL *JOSESPOOLSER 4029357733 CA	$864.66	Business	7012-001	RELOCATION-DC		
7113	11/12/2022	MANSIONONTURTLECREEK DALLAS TX	$7.93	Business	7009-000	TRAVEL		
7114	11/12/2022	R+D DALLAS214.890.79 DALLAS TX	$42.72	Business	7009-000	TRAVEL		
7115	11/12/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7009-000	TRAVEL		
7116	11/12/2022	ORCL*PARK HOUSE DALL REDWOOD CITY CA	$159.38	Business	7012-000	MEALS & ENTERTAINMENT		
7117	11/12/2022	APPLE.COM/BILL CUPERTINO CA	$5.24	Business	7530-000	DATA PROCESSING		
7122	11/13/2022	BLUE BOTTLE COFFEE New York NY	$7.52	Business	7009-000	TRAVEL		
7123	11/13/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$41.13	Business	7009-000	TRAVEL		
7124	11/13/2022	BT*DD *DOORDASH LOCA SAN FRANCISCO CA	$22.14	Business	7009-000	TRAVEL		
7125	11/13/2022	BT*DD *DOORDASH NOMA SAN FRANCISCO CA	$39.96	Business	7009-000	TRAVEL		
7126	11/13/2022	PAYPAL *UBER 8665761039 CA	$29.09	Business	7009-000	TRAVEL		
7127	11/13/2022	PAYPAL *UBER 8665761039 CA	$33.36	Business	7009-000	TRAVEL		
7128	11/13/2022	PAYPAL *UBER 8665761039 CA	$41.82	Business	7009-000	TRAVEL		
7129	11/13/2022	PAYPAL *UBER 8665761039 CA	$42.23	Business	7009-000	TRAVEL		
7130	11/13/2022	SOULCYCLE INC. NEW YORK NY	$8.00	Business	7009-000	TRAVEL		
7131	11/13/2022	SOULCYCLE INC. NEW YORK NY	$39.71	Business	7009-000	TRAVEL		
7132	11/13/2022	SOULCYCLE INC. NEW YORK NY	$39.71	Business	7009-000	TRAVEL		
7133	11/13/2022	SOULCYCLE INC. NEW YORK NY	$39.71	Business	7009-000	TRAVEL		
7134	11/13/2022	APPLE.COM/BILL CUPERTINO CA	$11.90	Business	7530-000	DATA PROCESSING		
7135	11/13/2022	FUBOTV INC NEW YORK NY	$75.76	Business	7530-000	DATA PROCESSING		
7136	11/13/2022	SPOTIFY NEW YORK NY	$17.31	Business	7530-000	DATA PROCESSING		
7138	11/13/2022	DELIVERY.COM NEW YORK NY	$122.64	Business	7570-000	OFFICE SUPPLIES		
7141	11/14/2022	CUBESMART 492 436845 DALLAS TX	$467.00	Business	7012-001	RELOCATION-DC		
7142	11/14/2022	CUBESMART 492 436845 DALLAS TX	$741.00	Business	7012-001	RELOCATION-DC		
7143	11/14/2022	THE ART OF MOVING Richardson TX	$4,657.50	Business	7012-001	RELOCATION-DC		
7144	11/14/2022	American Airlines FT WORTH TX	$949.60	Business	7009-000	TRAVEL		
7145	11/14/2022	American Airlines FT WORTH TX	$949.60	Business	7009-000	TRAVEL		
7146	11/14/2022	AVRA MADISON 0217700 NEW YORK NY	$331.45	Business	7009-000	TRAVEL		
7147	11/14/2022	PAYPAL *UBER 8665761039 CA	$28.82	Business	7009-000	TRAVEL		
7148	11/14/2022	PAYPAL *UBER 8665761039 CA	$32.09	Business	7009-000	TRAVEL		
7149	11/14/2022	PAYPAL *UBER 8665761039 CA	$34.93	Business	7009-000	TRAVEL		
7150	11/14/2022	PAYPAL *UBER 8665761039 CA	$36.40	Business	7009-000	TRAVEL		
7151	11/14/2022	PAYPAL *UBER 8665761039 CA	$41.60	Business	7009-000	TRAVEL		
7152	11/14/2022	PAYPAL *UBER 8665761039 CA	$46.27	Business	7009-000	TRAVEL		
7153	11/14/2022	PAYPAL *UBER 8665761039 CA	$49.25	Business	7009-000	TRAVEL		
7154	11/14/2022	PAYPAL *UBER EATS 8665761039 CA	$6.49	Business	7009-000	TRAVEL		
7155	11/14/2022	PAYPAL *UBER EATS 8665761039 CA	$32.47	Business	7009-000	TRAVEL		
7156	11/14/2022	SOULCYCLE NEW YORK NY	$124.00	Business	7009-000	TRAVEL		
7157	11/14/2022	SP AQUAPURE AMERSFOORT	$79.97	Business	7009-000	TRAVEL		
7158	11/14/2022	STARBUCKS 58597 AMK NEW YORK NY	$7.68	Business	7009-000	TRAVEL		
7159	11/14/2022	TARTINERY New York NY	$34.12	Business	7009-000	TRAVEL		
7160	11/14/2022	TST* 53 300582778 NEW YORK NY	$673.35	Business	7009-000	TRAVEL		
7161	11/14/2022	HLU*HULU 22629132482 HULU.COM/BILL CA	$75.76	Business	7530-000	DATA PROCESSING		
7164	11/15/2022	CUBESMART 492 436845 DALLAS TX	$635.00	Business	7012-001	RELOCATION-DC		

Credit Card

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7165	11/15/2022	CUBESMART 5363 43684 DALLAS TX	$20.34	Business	7012-001	RELOCATION-DC		
7167	11/15/2022	WHITE GLOVE STORAGE AUSTIN TX	$7,841.31	Business	7012-001	RELOCATION-DC		
7168	11/15/2022	American Airlines FT WORTH TX	$1,194.60	Business	7009-000	TRAVEL		
7169	11/15/2022	BT*DD *DOORDASH DUAN SAN FRANCISCO CA	$72.20	Business	7009-000	TRAVEL		
7170	11/15/2022	BT*DD *DOORDASH MALA SAN FRANCISCO CA	$34.15	Business	7009-000	TRAVEL		
7171	11/15/2022	EXECUTIVE CAR & AIRP Cincinnati OH	$160.00	Business	7009-000	TRAVEL		
7172	11/15/2022	HOTELSCOM72431147843 HOTELS.COM WA	$1,452.28	Business	7009-000	TRAVEL		
7174	11/15/2022	PAYPAL *UBER 8665761039 CA	$32.93	Business	7009-000	TRAVEL		
7175	11/15/2022	PAYPAL *UBER 8665761039 CA	$49.73	Business	7009-000	TRAVEL		
7176	11/15/2022	PAYPAL *UBER 8665761039 CA	$60.06	Business	7009-000	TRAVEL		
7177	11/15/2022	PAYPAL *UBER 8665761039 CA	$62.34	Business	7009-000	TRAVEL		
7178	11/15/2022	SOULCYCLE INC. NEW YORK NY	$5.00	Business	7009-000	TRAVEL		
7179	11/15/2022	SOULCYCLE INC. NEW YORK NY	$39.71	Business	7009-000	TRAVEL		
7180	11/15/2022	FOUR SEASONS CLUB AC IRVING TX	$1,018.66	Business	7012-000	MEALS & ENTERTAINMENT		
7181	11/15/2022	APPLE.COM/BILL CUPERTINO CA	$21.64	Business	7530-000	DATA PROCESSING		
7185	11/16/2022	4222 HILL COUNTRY 02 EAST ELMHURST NY	$40.07	Business	7009-000	TRAVEL		
7186	11/16/2022	DFW AIRPORT PARKING DFW AIRPORT TX	$3.00	Business	7009-000	TRAVEL		
7187	11/16/2022	FREEDOM PARK DFW 972-252-2500 TX	$176.94	Business	7009-000	TRAVEL		
7188	11/16/2022	MANSIONONTURTLECREEK DALLAS TX	$178.40	Business	7009-000	TRAVEL		
7189	11/16/2022	PAYPAL *UBER 8665761039 CA	$53.25	Business	7009-000	TRAVEL		
7190	11/16/2022	PAYPAL *UBER 8665761039 CA	$125.76	Business	7009-000	TRAVEL		
7191	11/16/2022	STARBUCKS 800-782-72 SEATTLE WA	$25.00	Business	7009-000	TRAVEL		
7192	11/16/2022	TRUMP INTERNATIONAL NEW YORK NY	$16,359.71	Business	7009-000	TRAVEL		
7193	11/16/2022	WPY*ISROILJON NUR CO REGO PARK NY	$110.00	Business	7009-000	TRAVEL		
7197	11/17/2022	IN *SYSTEMS DESIGN & NORTH MIAMI BEACH FL	$4,498.90	Business	7012-001	RELOCATION-DC		
7198	11/17/2022	THE ART OF MOVING Richardson TX	$515.43	Business	7012-001	RELOCATION-DC		
7200	11/17/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$94.50	Business	7009-000	TRAVEL		
7201	11/17/2022	BT*DD *DOORDASH FFJA SAN FRANCISCO CA	$17.66	Business	7009-000	TRAVEL		
7202	11/17/2022	BT*DD *DOORDASH LEZO SAN FRANCISCO CA	$80.35	Business	7009-000	TRAVEL		
7203	11/17/2022	BT*DD *DOORDASH SWEE SAN FRANCISCO CA	$63.03	Business	7009-000	TRAVEL		
7206	11/17/2022	LYFT *RIDE THU 7PM SAN FRANCISCO CA	$8.71	Business	7009-000	TRAVEL		
7207	11/17/2022	LYFT *RIDE THU 7PM SAN FRANCISCO CA	$43.55	Business	7009-000	TRAVEL		
7208	11/17/2022	LYFT *RIDE THU 9PM SAN FRANCISCO CA	$43.07	Business	7009-000	TRAVEL		
7209	11/17/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		
7210	11/17/2022	PAYPAL *UBER 8665761039 CA	$13.38	Business	7009-000	TRAVEL		
7211	11/17/2022	PAYPAL *UBER 8665761039 CA	$19.25	Business	7009-000	TRAVEL		
7212	11/17/2022	PAYPAL *UBER 8665761039 CA	$22.15	Business	7009-000	TRAVEL		
7213	11/17/2022	PAYPAL *UBER 8665761039 CA	$23.40	Business	7009-000	TRAVEL		
7214	11/17/2022	PY *MIAMI FDN-GIVEMI SUFFERN NY	$1,149.50	Business	7009-000	TRAVEL		
7216	11/17/2022	APPLE.COM/BILL CUPERTINO CA	$57.45	Business	7530-000	DATA PROCESSING		
7223	11/18/2022	BT*DD *DOORDASH LEZO SAN FRANCISCO CA	$57.64	Business	7009-000	TRAVEL		
7224	11/18/2022	DFW 1263B Univision DFW Inter Airport TX	$11.90	Business	7009-000	TRAVEL		
7225	11/18/2022	HOTELSCOM72433330900 HOTELS.COM WA	$494.95	Business	7009-000	TRAVEL		
7226	11/18/2022	PAYPAL *UBER 8665761039 CA	$30.72	Business	7009-000	TRAVEL		
7227	11/18/2022	PAYPAL *UBER 8665761039 CA	$33.59	Business	7009-000	TRAVEL		
7228	11/18/2022	PAYPAL *VIASAT INC 7604762542 CA	$19.00	Business	7009-000	TRAVEL		
7229	11/18/2022	PAYPAL *VIASAT INC 7604762542 CA	$19.00	Business	7009-000	TRAVEL		
7230	11/18/2022	PELOTON* MEMBERSHIP NEW YORK CITY NY	$44.00	Business	7009-000	TRAVEL		
7231	11/18/2022	SOULCYCLE INC. NEW YORK NY	$8.00	Business	7009-000	TRAVEL		
7232	11/18/2022	BALLERINA FARM KAMAS UT	$380.00	Business	7012-000	MEALS & ENTERTAINMENT		
7233	11/18/2022	ORCL*PARK HOUSE DALL REDWOOD CITY CA	$252.40	Business	7012-000	MEALS & ENTERTAINMENT		
7234	11/18/2022	PUREFORMULAS.COM 800-383-6008 FL	$81.96	Business	7012-000	MEALS & ENTERTAINMENT		
7235	11/18/2022	SUMMITBASEBALL2022 MANSFIELD TX	$515.00	Business	7012-000	MEALS & ENTERTAINMENT		
7236	11/18/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
7244	11/19/2022	BT*DD *DOORDASH MAKO SAN FRANCISCO CA	$132.08	Business	7009-000	TRAVEL		
7245	11/19/2022	CLASSPASS* MONTHLY NEW YORK CITY NY	$59.00	Business	7009-000	TRAVEL		
7246	11/19/2022	FOUR SEASONS POOL BC SURFSIDE FL	$374.10	Business	7009-000	TRAVEL		
7250	11/19/2022	PRIVATE CAR SERVICES Miami FL	$481.50	Business	7009-000	TRAVEL		
7251	11/19/2022	SOULCYCLE INC. NEW YORK NY	$8.00	Business	7009-000	TRAVEL		
7252	11/19/2022	SP EXQUISITO CHOCOLA MIAMI FL	$86.67	Business	7009-000	TRAVEL		
7254	11/19/2022	GOOGLE *YOUTUBE TV G.CO/HELPPAY# CA	$70.35	Business	7530-000	DATA PROCESSING		
7255	11/19/2022	SPECTRUM 855-707-7328 MO	$331.54	Business	7530-000	DATA PROCESSING		
7256	11/19/2022	STREAMABLE.COM WILMINGTON DE	$5.00	Business	7530-000	DATA PROCESSING		
7269	11/20/2022	BT*DD *DOORDASH WALG SAN FRANCISCO CA	$37.58	Business	7009-000	TRAVEL		
7270	11/20/2022	LOS FUEGOS MIAMI FL	$81.10	Business	7009-000	TRAVEL		
7271	11/20/2022	LOS FUEGOS MIAMI FL	$342.24	Business	7009-000	TRAVEL		
7272	11/20/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
7273	11/20/2022	PAYPAL *UBER 8665761039 CA	$30.50	Business	7009-000	TRAVEL		
7274	11/20/2022	PAYPAL *UBER 8665761039 CA	$33.68	Business	7009-000	TRAVEL		
7275	11/20/2022	PAYPAL *UBER 8665761039 CA	$34.55	Business	7009-000	TRAVEL		
7276	11/20/2022	PAYPAL *UBER 8665761039 CA	$37.37	Business	7009-000	TRAVEL		
7277	11/20/2022	SOULCYCLE INC. NEW YORK NY	$8.00	Business	7009-000	TRAVEL		
7278	11/20/2022	SOUTHWEST AIRLINES (DALLAS TX	$302.98	Business	7009-000	TRAVEL		
7280	11/20/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
7288	11/21/2022	American Airlines FT WORTH TX	$521.60	Business	7009-000	TRAVEL		
7289	11/21/2022	DOORDASH DASHPASS SAN FRANCISCO CA	$9.99	Business	7009-000	TRAVEL		
7290	11/21/2022	SOULCYCLE INC. NEW YORK NY	$15.00	Business	7009-000	TRAVEL		
7291	11/21/2022	SOULCYCLE INC. NEW YORK NY	$15.00	Business	7009-000	TRAVEL		
7292	11/21/2022	APPLE.COM/BILL CUPERTINO CA	$23.25	Business	7530-000	DATA PROCESSING		
7293	11/21/2022	SPOTIFY NEW YORK NY	$10.81	Business	7530-000	DATA PROCESSING		
7297	11/21/2022	PAYPAL *LADUREE SAS 4029357733	$199.30	Business	7570-000	OFFICE SUPPLIES		
7298	11/22/2022	BT*DD *DOORDASH MAKO SAN FRANCISCO CA	$132.57	Business	7009-000	TRAVEL		
7299	11/22/2022	DOORDASH DASHPASS SAN FRANCISCO CA	$9.99	Business	7009-000	TRAVEL		
7300	11/22/2022	HOTELSCOM72435589914 HOTELS.COM WA	$348.27	Business	7009-000	TRAVEL		
7301	11/22/2022	MB-PARKING PARKMOBIL MIAMI BEACH FL	$8.35	Business	7009-000	TRAVEL		
7302	11/22/2022	PAYPAL *UBER 8665761039 CA	$4.68	Business	7009-000	TRAVEL		
7303	11/22/2022	PAYPAL *UBER 8665761039 CA	$16.27	Business	7009-000	TRAVEL		
7304	11/22/2022	PAYPAL *UBER 8665761039 CA	$16.88	Business	7009-000	TRAVEL		
7305	11/22/2022	PAYPAL *UBER 8665761039 CA	$30.12	Business	7009-000	TRAVEL		
7306	11/22/2022	PAYPAL *UBER 8665761039 CA	$32.79	Business	7009-000	TRAVEL		
7307	11/22/2022	SOULCYCLE INC. NEW YORK NY	$8.00	Business	7009-000	TRAVEL		
7308	11/22/2022	THE SURF CLUB RESTAU SURFSIDE FL	$291.94	Business	7009-000	TRAVEL		
7312	11/22/2022	STAMPS.COM AUSTIN TX	$11.63	Business	7570-000	OFFICE SUPPLIES		
7316	11/23/2022	BT*DD *DOORDASH LEZO SAN FRANCISCO CA	$42.19	Business	7009-000	TRAVEL		
7317	11/23/2022	DETAIL/MIAMI Aventura FL	$66.92	Business	7009-000	TRAVEL		
7318	11/23/2022	JETSUITEX 0432 DALLAS TX	$829.00	Business	7009-000	TRAVEL		
7319	11/23/2022	PAYPAL *UBER 8665761039 CA	$3.00	Business	7009-000	TRAVEL		

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7320	11/23/2022	PAYPAL *UBER 8665761039 CA	$18.55	Business	7009-000	TRAVEL		
7321	11/23/2022	BT*CROWN LIQUORS 14- NEW YORK NY	$1,095.48	Business	7012-000	MEALS & ENTERTAINMENT		
7322	11/23/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
7323	11/23/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
7324	11/23/2022	APPLE.COM/US CUPERTINO CA	$1,608.21	Business	7530-000	DATA PROCESSING		
7328	11/23/2022	PAYPAL *MG3WEBWORKS 4029357733 NY	$30.00	Business	7570-000	OFFICE SUPPLIES		
7330	11/24/2022	CHEVRON 0047674/CHEV MIAMI BEACH FL	$73.52	Business	7005-000	FUEL		
7331	11/24/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$28.62	Business	7009-000	TRAVEL		
7332	11/24/2022	MAKOTO BAL HARBOUR FL	$278.17	Business	7009-000	TRAVEL		
7333	11/24/2022	SC PRIVATE CLUB SURFSIDE FL	$784.80	Business	7009-000	TRAVEL		
7334	11/24/2022	TST* SUNLIFE ORGANIC MIAMI BEACH FL	$30.42	Business	7009-000	TRAVEL		
7335	11/24/2022	APPLE.COM/BILL CUPERTINO CA	$11.90	Business	7530-000	DATA PROCESSING		
7341	11/25/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$35.20	Business	7009-000	TRAVEL		
7342	11/25/2022	LYFT *RIDE FRI 4PM SAN FRANCISCO CA	$88.73	Business	7009-000	TRAVEL		
7343	11/25/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
7344	11/25/2022	PAYPAL *UBER 8665761039 CA	$17.53	Business	7009-000	TRAVEL		
7345	11/25/2022	PAYPAL *UBER 8665761039 CA	$22.55	Business	7009-000	TRAVEL		
7346	11/25/2022	PAYPAL *UBER 8665761039 CA	$22.55	Business	7009-000	TRAVEL		
7347	11/25/2022	PAYPAL *UBER 8665761039 CA	$23.97	Business	7009-000	TRAVEL		
7348	11/25/2022	PAYPAL *UBER 8665761039 CA	$28.67	Business	7009-000	TRAVEL		
7349	11/25/2022	APPLICATION MONTHLY MEM MARTINS	$19.89	Business	7530-000	DATA PROCESSING		
7374	11/25/2022	BOOKS AND BOOKS OF B BAL HARBOUR FL	$21.38	Business	7570-000	OFFICE SUPPLIES		
7376	11/25/2022	THE SCARLET LETTER SURFSIDE FL	$57.73	Business	7570-000	OFFICE SUPPLIES		
7377	11/25/2022	ULINE SHIP SUPPLIES 800-295-5510 WI	$1,254.84	Business	7570-000	OFFICE SUPPLIES		
7380	11/26/2022	PAYPAL *UBER 8665761039 CA	$45.74	Business	7009-000	TRAVEL		
7381	11/26/2022	PAYPAL *UBER 8665761039 CA	$61.30	Business	7009-000	TRAVEL		
7382	11/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		
7383	11/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		
7384	11/26/2022	APPLE.COM/BILL CUPERTINO CA	$43.26	Business	7530-000	DATA PROCESSING		
7386	11/26/2022	HLU*HULU 17107704509 HULU.COM/BILL CA	$83.34	Business	7530-000	DATA PROCESSING		
7395	11/27/2022	CUBESMART 492 436845 DALLAS TX	$1,102.00	Business	7012-001	RELOCATION-DC		
7398	11/27/2022	BT*DD *DOORDASH LEZO SAN FRANCISCO CA	$134.29	Business	7009-000	TRAVEL		
7399	11/27/2022	FREEDOM PARK DFW 972-252-2500 TX	$351.11	Business	7009-000	TRAVEL		
7400	11/27/2022	PAYPAL *UBER 8665761039 CA	$12.26	Business	7009-000	TRAVEL		
7401	11/27/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
7402	11/27/2022	PAYPAL *UBER 8665761039 CA	$19.49	Business	7009-000	TRAVEL		
7403	11/27/2022	PAYPAL *UBER 8665761039 CA	$22.31	Business	7009-000	TRAVEL		
7404	11/27/2022	PAYPAL *UBER 8665761039 CA	$67.16	Business	7009-000	TRAVEL		
7405	11/27/2022	PAYPAL *UBER 8665761039 CA	$69.66	Business	7009-000	TRAVEL		
7406	11/27/2022	PAYPAL *UBER 8665761039 CA	$100.89	Business	7009-000	TRAVEL		
7411	11/27/2022	PAYPAL *KAPOKLIMITE 29571200	$161.00	Business	7570-000	OFFICE SUPPLIES		
7413	11/27/2022	R+D DALLAS214.890.79 DALLAS TX	$100.44	Business	7012-000	MEALS & ENTERTAINMENT		
7416	11/28/2022	THE ART OF MOVING Richardson TX	$3,451.62	Business	7012-001	RELOCATION-DC		
7417	11/28/2022	DRIP COFFEE CO. 2 Dallas TX	$2.92	Business	7009-000	TRAVEL		
7418	11/28/2022	SOULCYCLE INC. NEW YORK NY	$8.00	Business	7009-000	TRAVEL		
7419	11/28/2022	EARLS LEGACY WEST Plano TX	$130.22	Business	7012-000	MEALS & ENTERTAINMENT		
7420	11/28/2022	HLU*HULU 20797497309 HULU.COM/BILL CA	$8.65	Business	7530-000	DATA PROCESSING		
7422	11/28/2022	U.S. RETAILERS 855-600-3859 TX	$20.68	Business	7570-000	OFFICE SUPPLIES		
7425	11/28/2022	American Airlines FT WORTH TX	$302.60	Business	7009-000	TRAVEL		
7426	11/28/2022	American Airlines FT WORTH TX	$396.60	Business	7009-000	TRAVEL		
7427	11/28/2022	CRESCENT COURT LODG DALLAS TX	$133.58	Business	7009-000	TRAVEL		
7429	11/28/2022	PAYBYPHONE TOWN OF B BAY HARBOR ISLAND FL	$4.27	Business	7009-000	TRAVEL		
7430	11/28/2022	PAYPAL *UBER 8665761039 CA	$30.27	Business	7009-000	TRAVEL		
7431	11/28/2022	PAYPAL *UBER 8665761039 CA	$35.93	Business	7009-000	TRAVEL		
7432	11/28/2022	PAYPAL *UBER 8665761039 CA	$86.53	Business	7009-000	TRAVEL		
7433	11/28/2022	PAYPAL *VIASAT INC 7604762542 CA	$19.00	Business	7009-000	TRAVEL		
7434	11/28/2022	STARBUCKS 800-782-72 SEATTLE WA	$25.00	Business	7009-000	TRAVEL		
7435	11/28/2022	Starbucks Term B DFW DALLAS TX	$7.36	Business	7009-000	TRAVEL		
7436	11/28/2022	TST* COUSINS BBQ B12 DFW AIRPORT TX	$46.03	Business	7009-000	TRAVEL		
7437	11/28/2022	PAYPAL *ROSETHEODOR 4029357733 MI	$345.00	Business	7012-000	MEALS & ENTERTAINMENT		
7438	11/28/2022	APPLE.COM/BILL CUPERTINO CA	$11.90	Business	7530-000	DATA PROCESSING		
7439	11/28/2022	APPLE.COM/BILL CUPERTINO CA	$16.23	Business	7530-000	DATA PROCESSING		
7443	11/28/2022	FEDEX Office 0191 15 DALLAS TX	$414.97	Business	7570-000	OFFICE SUPPLIES		
7444	11/28/2022	PAYPAL *CONTAINERST 9725386709 TX	$196.77	Business	7570-000	OFFICE SUPPLIES		
7447	11/29/2022	VIASAT IN-FLIGHT WI- CARLSBAD US	$19.00	Business	7009-000	TRAVEL		
7448	11/29/2022	HOTELSCOM72440535811 HOTELS.COM WA	$2,178.42	Business	7009-000	TRAVEL		
7449	11/29/2022	PAYPAL *UBER 8665761039 CA	$5.00	Business	7009-000	TRAVEL		
7450	11/29/2022	PAYPAL *UBER 8665761039 CA	$6.83	Business	7009-000	TRAVEL		
7451	11/29/2022	PAYPAL *UBER 8665761039 CA	$17.30	Business	7009-000	TRAVEL		
7452	11/29/2022	PAYPAL *UBER 8665761039 CA	$45.74	Business	7009-000	TRAVEL		
7453	11/29/2022	PAYPAL *UBER 8665761039 CA	$85.63	Business	7009-000	TRAVEL		
7454	11/29/2022	PRIVATE CAR SERVICES Miami Beach FL	$160.50	Business	7009-000	TRAVEL		
7455	11/29/2022	PRIVATE CAR SERVICES Miami Beach FL	$428.00	Business	7009-000	TRAVEL		
7456	11/29/2022	PAYPAL *PETERMILLAR 8889260255 NC	$450.47	Business	7012-000	MEALS & ENTERTAINMENT		
7457	11/29/2022	WWW.MOLEKULE.COM SAN FRANCISCO CA	$128.39	Business	7012-000	MEALS & ENTERTAINMENT		
7458	11/29/2022	WWW.MOLEKULE.COM SAN FRANCISCO CA	$128.39	Business	7012-000	MEALS & ENTERTAINMENT		
7459	11/29/2022	APPLE.COM/BILL CUPERTINO CA	$21.64	Business	7530-000	DATA PROCESSING		
7469	11/30/2022	ABC*DESTINATION DALL ALLEN TX	$32.46	Business	7012-001	RELOCATION-DC		
7472	11/30/2022	BLUE RIBBON SUSHI BA MIAMI BEACH FL	$48.42	Business	7009-000	TRAVEL		
7475	11/30/2022	JETSUITEX 0432 DALLAS TX	$659.00	Business	7009-000	TRAVEL		
7477	11/30/2022	PAYBYPHONE TOWN OF B BAY HARBOR ISLAND FL	$4.27	Business	7009-000	TRAVEL		
7478	11/30/2022	PAYPAL *UBER 8665761039 CA	$38.02	Business	7009-000	TRAVEL		
7479	11/30/2022	PAYPAL *UBER 8665761039 CA	$56.21	Business	7009-000	TRAVEL		
7480	11/30/2022	APPLE.COM/BILL CUPERTINO CA	$1.99	Business	7530-000	DATA PROCESSING		
7481	11/30/2022	APPLE.COM/BILL CUPERTINO CA	$9.99	Business	7530-000	DATA PROCESSING		
7483	11/30/2022	PRIME VIDEO*C02KT6I5 888-802-3080 WA	$11.90	Business	7530-000	DATA PROCESSING		
7489	12/01/2022	JETSUITEX 0432 DALLAS TX	$1,977.00	Business	7009-000	TRAVEL		
7492	12/01/2022	PAYPAL *UBER 8665761039 CA	$10.00	Business	7009-000	TRAVEL		
7493	12/01/2022	PAYPAL *UBER 8665761039 CA	$20.47	Business	7009-000	TRAVEL		
7494	12/01/2022	PAYPAL *UBER 8665761039 CA	$25.38	Business	7009-000	TRAVEL		
7495	12/01/2022	PAYPAL *UBER 8665761039 CA	$48.49	Business	7009-000	TRAVEL		
7496	12/01/2022	PAYPAL *UBER 8665761039 CA	$55.75	Business	7009-000	TRAVEL		
7497	12/01/2022	PAYPAL *UBER EATS 8665761039 CA	$9.20	Business	7009-000	TRAVEL		
7498	12/01/2022	PAYPAL *UBER EATS 8665761039 CA	$16.09	Business	7009-000	TRAVEL		
7499	12/01/2022	PAYPAL *UBER EATS 8665761039 CA	$46.00	Business	7009-000	TRAVEL		
7500	12/01/2022	PAYPAL *UBER EATS 8665761039 CA	$80.45	Business	7009-000	TRAVEL		
7501	12/01/2022	FOUR SEASONS SURF CL SURFSIDE FL	$4,086.03	Business	7012-000	MEALS & ENTERTAINMENT		

Credit Card

Privileged and Confidential
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Filtered Total $ 1,180,681.29
Total $ 1,180,681.29

Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
7502	12/01/2022	APPLE.COM/BILL CUPERTINO CA	$16.77	Business	7530-000	DATA PROCESSING		
7503	12/01/2022	BT*AUDIOBOOKS.COM PRINCE FREDERCK MD	$16.18	Business	7530-000	DATA PROCESSING		
7505	12/01/2022	WESTWAY SITE SERVICE DALLAS TX	$131.12	Business	7570-000	OFFICE SUPPLIES		
7507	12/02/2022	4TE*POST ALARM SYSTE ARCADIA CA	$43.00	Business	7012-001	RELOCATION-DC		
7508	12/02/2022	CUBESMART 5363 43684 DALLAS TX	$289.55	Business	7012-001	RELOCATION-DC		
7510	12/02/2022	WHITE GLOVE STORAGE AUSTIN TX	$844.28	Business	7012-001	RELOCATION-DC		
7511	12/02/2022	WHITE GLOVE STORAGE AUSTIN TX	$1,656.51	Business	7012-001	RELOCATION-DC		
7512	12/02/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$35.71	Business	7009-000	TRAVEL		
7513	12/02/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$51.37	Business	7009-000	TRAVEL		
7514	12/02/2022	BT*DD *DOORDASH SHAK SAN FRANCISCO CA	$45.54	Business	7009-000	TRAVEL		
7515	12/02/2022	PAYPAL *UBER 8665761039 CA	$33.54	Business	7009-000	TRAVEL		
7516	12/02/2022	PAYPAL *UBER 8665761039 CA	$35.12	Business	7009-000	TRAVEL		
7517	12/02/2022	PAYPAL *UBER 8665761039 CA	$41.84	Business	7009-000	TRAVEL		
7518	12/02/2022	PAYPAL *UBER 8665761039 CA	$45.90	Business	7009-000	TRAVEL		
7519	12/02/2022	SOULCYCLE INC. NEW YORK NY	$3.00	Business	7009-000	TRAVEL		
7520	12/02/2022	SOULCYCLE INC. NEW YORK NY	$126.26	Business	7009-000	TRAVEL		
7521	12/02/2022	SOULCYCLE INC. NEW YORK NY	$145.00	Business	7009-000	TRAVEL		
7522	12/02/2022	SILVER OAK CELLARS OAKVILLE CA	$272.20	Business	7012-000	MEALS & ENTERTAINMENT		
7523	12/02/2022	SILVER OAK CELLARS OAKVILLE CA	$993.00	Business	7012-000	MEALS & ENTERTAINMENT		
7524	12/02/2022	APPLE.COM/BILL CUPERTINO CA	$9.99	Business	7530-000	DATA PROCESSING		
7532	12/02/2022	ELITE COURIERS L.L.C 305-298-3778 FL	$200.00	Business	7570-000	OFFICE SUPPLIES		
7535	12/02/2022	ROOM & BOARD WEB MINNEAPOLIS MN	$1,157.93	Business	7570-000	OFFICE SUPPLIES		
7536	12/02/2022	WESTWAY SITE SERVICE DALLAS TX	$131.12	Business	7570-000	OFFICE SUPPLIES		
7538	12/03/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$13.77	Business	7009-000	TRAVEL		
7539	12/03/2022	BT*DD *DOORDASH WALG SAN FRANCISCO CA	$26.59	Business	7009-000	TRAVEL		
7541	12/03/2022	HOTELSCOM72443146556 HOTELS.COM WA	$658.71	Business	7009-000	TRAVEL		
7542	12/03/2022	PAYPAL *UBER 8665761039 CA	$31.58	Business	7009-000	TRAVEL		
7543	12/03/2022	PAYPAL *UBER 8665761039 CA	$32.95	Business	7009-000	TRAVEL		
7544	12/03/2022	PAYPAL *UBER EATS 8665761039 CA	$8.61	Business	7009-000	TRAVEL		
7545	12/03/2022	PAYPAL *UBER EATS 8665761039 CA	$40.08	Business	7009-000	TRAVEL		
7548	12/03/2022	SOULCYCLE NEW YORK NY	$124.00	Business	7009-000	TRAVEL		
7549	12/03/2022	SOULCYCLE INC. NEW YORK NY	$8.00	Business	7009-000	TRAVEL		
7550	12/03/2022	TST* PURA VIDA BAY H BAY HARBOR FL	$61.60	Business	7009-000	TRAVEL		
7551	12/03/2022	WALGREENS #748 00000 NORTH MIAMI FL	$18.78	Business	7009-000	TRAVEL		
7565	12/04/2022	American Airlines FT WORTH TX	$849.60	Business	7009-000	TRAVEL		
7566	12/04/2022	American Airlines FT WORTH TX	$849.60	Business	7009-000	TRAVEL		
7567	12/04/2022	American Airlines FT WORTH TX	$849.60	Business	7009-000	TRAVEL		
7568	12/04/2022	American Airlines FT WORTH TX	$1,099.60	Business	7009-000	TRAVEL		
7569	12/04/2022	American Airlines FT WORTH TX	$1,099.60	Business	7009-000	TRAVEL		
7570	12/04/2022	American Airlines FT WORTH TX	$1,099.60	Business	7009-000	TRAVEL		
7572	12/04/2022	MAKOTO BAL HARBOUR FL	$109.20	Business	7009-000	TRAVEL		
7573	12/04/2022	PAYPAL *UBER EATS 8665761039 CA	$7.80	Business	7009-000	TRAVEL		
7574	12/04/2022	PAYPAL *UBER EATS 8665761039 CA	$41.00	Business	7009-000	TRAVEL		
7575	12/04/2022	SP SIETE FOODS AUSTIN TX	$36.00	Business	7009-000	TRAVEL		
7576	12/04/2022	WIFIONBOARD CHICAGO IL	$59.95	Business	7009-000	TRAVEL		
7577	12/04/2022	APPLE.COM/BILL CUPERTINO CA	$75.76	Business	7530-000	DATA PROCESSING		
7588	12/04/2022	MPIX PITTSBURG KS	$48.17	Business	7570-000	OFFICE SUPPLIES		
7592	12/04/2022	PAYPAL *VINYLDISORD 8667233726 CA	$55.00	Business	7570-000	OFFICE SUPPLIES		
7593	12/05/2022	FREEDOM PARK DFW 972-252-2500 TX	$359.99	Business	7009-000	TRAVEL		
7594	12/05/2022	MANSIONONTURTLECREEK DALLAS TX	$168.14	Business	7009-000	TRAVEL		
7595	12/05/2022	PAYPAL *UBER 8665761039 CA	$30.64	Business	7009-000	TRAVEL		
7596	12/05/2022	PAYPAL *UBER 8665761039 CA	$40.44	Business	7009-000	TRAVEL		
7597	12/05/2022	PAYPAL *UBER 8665761039 CA	$49.37	Business	7009-000	TRAVEL		
7598	12/05/2022	PRIVATE CAR SERVICES Miami FL	$267.50	Business	7009-000	TRAVEL		
7599	12/05/2022	SOULCYCLE INC. NEW YORK NY	$8.00	Business	7009-000	TRAVEL		
7600	12/05/2022	TST* LEYE - ABA MIAM BAL HARBOUR FL	$192.16	Business	7009-000	TRAVEL		
7601	12/05/2022	PARK HOUSE - ECOM 00 DALLAS TX	$438.88	Business	7012-000	MEALS & ENTERTAINMENT		
7609	12/06/2022	American Airlines FT WORTH TX	$1,260.60	Business	7009-000	TRAVEL		
7610	12/06/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$41.28	Business	7009-000	TRAVEL		
7611	12/06/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$376.39	Business	7009-000	TRAVEL		
7612	12/06/2022	DRYECO GREEN CLEANER SUNNY ISL BCH FL	$547.62	Business	7009-000	TRAVEL		
7615	12/06/2022	MB-PARKING PARKMOBIL MIAMI BEACH FL	$4.35	Business	7009-000	TRAVEL		
7616	12/06/2022	MB-PARKING PARKMOBIL MIAMI BEACH FL	$8.35	Business	7009-000	TRAVEL		
7617	12/06/2022	RTACO 0661 RTACO 066 DALLAS TX	$11.53	Business	7009-000	TRAVEL		
7618	12/06/2022	YARD HOUSE 0108323 0 CORAL GABLES FL	$53.38	Business	7009-000	TRAVEL		
7619	12/06/2022	HUDSON HOUSE LAS COL IRVING TX	$80.20	Business	7012-000	MEALS & ENTERTAINMENT		
7620	12/06/2022	ORCL*PARK HOUSE DALL REDWOOD CITY CA	$261.87	Business	7012-000	MEALS & ENTERTAINMENT		
7621	12/06/2022	R+D DALLAS214.890.79 DALLAS TX	$126.09	Business	7012-000	MEALS & ENTERTAINMENT		
7622	12/06/2022	NAPSTER I RHAPSODY 206-707-8100 WA	$10.81	Business	7530-000	DATA PROCESSING		
7623	12/06/2022	PAYPAL *NETFLIX.COM 8667160414 CA	$21.64	Business	7530-000	DATA PROCESSING		
7624	12/06/2022	SHUTTERSTOCK*SSTK FR NEW YORK US	$31.39	Business	7530-000	DATA PROCESSING		
7630	12/06/2022	PAYPAL *FSATHOME 7024794020 NV	$495.79	Business	7570-000	OFFICE SUPPLIES		
7632	12/07/2022	American Airlines FT WORTH TX	$1,278.19	Business	7009-000	TRAVEL		
7633	12/07/2022	American Airlines FT WORTH TX	$1,320.60	Business	7009-000	TRAVEL		
7634	12/07/2022	BT*DD *DOORDASH FFJA SAN FRANCISCO CA	$17.66	Business	7009-000	TRAVEL		
7635	12/07/2022	PAYPAL *UBER 8665761039 CA	$28.10	Business	7009-000	TRAVEL		
7636	12/07/2022	PAYPAL *UBER 8665761039 CA	$35.03	Business	7009-000	TRAVEL		
7637	12/07/2022	SOULCYCLE INC. NEW YORK NY	$3.00	Business	7009-000	TRAVEL		
7638	12/07/2022	PAYPAL *PETERMILLAR 8889260255 NC	$512.53	Business	7012-000	MEALS & ENTERTAINMENT		
7639	12/07/2022	APPLE.COM/BILL CUPERTINO CA	$12.96	Business	7530-000	DATA PROCESSING		
7640	12/07/2022	APPLE.COM/BILL CUPERTINO CA	$35.70	Business	7530-000	DATA PROCESSING		
7641	12/07/2022	APPLE.COM/BILL CUPERTINO CA	$60.59	Business	7530-000	DATA PROCESSING		
7643	12/07/2022	SPECTRUM 855-707-7328 MO	$251.84	Business	7530-000	DATA PROCESSING		
7650	12/08/2022	MANSIONONTURTLECREEK DALLAS TX	$70.13	Business	7009-000	TRAVEL		
7651	12/08/2022	PAYPAL *UBER 8665761039 CA	$26.85	Business	7009-000	TRAVEL		
7652	12/08/2022	PAYPAL *UBER 8665761039 CA	$30.22	Business	7009-000	TRAVEL		
7653	12/08/2022	PAYPAL *UBER 8665761039 CA	$33.99	Business	7009-000	TRAVEL		
7654	12/08/2022	PAYPAL *UBER 8665761039 CA	$47.44	Business	7009-000	TRAVEL		
7655	12/08/2022	PAYPAL *UBER EATS 8665761039 CA	$7.55	Business	7009-000	TRAVEL		
7656	12/08/2022	PAYPAL *UBER EATS 8665761039 CA	$8.31	Business	7009-000	TRAVEL		
7657	12/08/2022	PAYPAL *UBER EATS 8665761039 CA	$37.75	Business	7009-000	TRAVEL		
7658	12/08/2022	PAYPAL *UBER EATS 8665761039 CA	$41.57	Business	7009-000	TRAVEL		
7659	12/08/2022	SOULCYCLE INC. NEW YORK NY	$3.00	Business	7009-000	TRAVEL		
7660	12/08/2022	STARBUCKS 800-782-72 SEATTLE WA	$25.00	Business	7009-000	TRAVEL		
7661	12/08/2022	ORCL*PARK HOUSE DALL REDWOOD CITY CA	$134.67	Business	7012-000	MEALS & ENTERTAINMENT		
7662	12/08/2022	APPLE.COM/BILL CUPERTINO CA	$20.55	Business	7530-000	DATA PROCESSING		
7663	12/08/2022	APPLE.COM/BILL CUPERTINO CA	$140.71	Business	7530-000	DATA PROCESSING		

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Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
7667	12/08/2022	PRIME VIDEO*X98N03CA 888-802-3080 WA	$6.48	Business	7530-000	DATA PROCESSING		
7669	12/09/2022	American Airlines FT WORTH TX	$1,278.19	Business	7009-000	TRAVEL		
7670	12/09/2022	Cowboys Club A DFW 1 Dallas TX	$13.52	Business	7009-000	TRAVEL		
7671	12/09/2022	MANSIONONTURTLECREEK DALLAS TX	$25.09	Business	7009-000	TRAVEL		
7672	12/09/2022	AL BIERNATS OAK LAWN DALLAS TX	$30.01	Business	7012-000	MEALS & ENTERTAINMENT		
7673	12/09/2022	HONOR BAR 214.780.09 DALLAS TX	$57.71	Business	7012-000	MEALS & ENTERTAINMENT		
7674	12/09/2022	PAPPASITOS CANTINA D DALLAS TX	$45.95	Business	7012-000	MEALS & ENTERTAINMENT		
7675	12/09/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
7676	12/09/2022	APPLE.COM/BILL CUPERTINO CA	$30.29	Business	7530-000	DATA PROCESSING		
7677	12/09/2022	GUM.CO/CC* TJE RESEA SAN FRANCISCO CA	$24.99	Business	7530-000	DATA PROCESSING		
7691	12/09/2022	TUMI ST1022 1022 IRVING TX	$81.20	Business	7570-000	OFFICE SUPPLIES		
7692	12/10/2022	AMERICANAIRLINES PAC IRVINE CA	$35.00	Business	7009-000	TRAVEL		
7693	12/10/2022	AMERIPARK REEF VALET ATLANTA GA	$18.00	Business	7009-000	TRAVEL		
7697	12/10/2022	PAYPAL *UBER EATS 8665761039 CA	$7.74	Business	7009-000	TRAVEL		
7698	12/10/2022	PAYPAL *UBER EATS 8665761039 CA	$38.74	Business	7009-000	TRAVEL		
7699	12/10/2022	PRIVATE CAR SERVICES Miami Beach FL	$160.50	Business	7009-000	TRAVEL		
7701	12/10/2022	FOUR SEASONS CLUB AC IRVING TX	$544.50	Business	7012-000	MEALS & ENTERTAINMENT		
7712	12/11/2022	American Airlines FT WORTH TX	$1,497.19	Business	7009-000	TRAVEL		
7713	12/11/2022	American Airlines FT WORTH TX	$1,614.19	Business	7009-000	TRAVEL		
7714	12/11/2022	American Airlines FT WORTH TX	$1,614.19	Business	7009-000	TRAVEL		
7715	12/11/2022	American Airlines FT WORTH TX	$1,614.19	Business	7009-000	TRAVEL		
7718	12/11/2022	BT*DD *DOORDASH LEZO SAN FRANCISCO CA	$102.70	Business	7009-000	TRAVEL		
7719	12/11/2022	PROPAY*Avra Estiator 3057648169 FL	$15.50	Business	7009-000	TRAVEL		
7720	12/11/2022	YARD HOUSE 0108323 0 CORAL GABLES FL	$45.31	Business	7009-000	TRAVEL		
7721	12/11/2022	APPLE.COM/BILL CUPERTINO CA	$22.71	Business	7530-000	DATA PROCESSING		
7739	12/12/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
7740	12/12/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
7741	12/12/2022	PAYPAL *UBER 8665761039 CA	$30.19	Business	7009-000	TRAVEL		
7742	12/12/2022	PAYPAL *UBER 8665761039 CA	$35.85	Business	7009-000	TRAVEL		
7743	12/12/2022	SOULCYCLE INC. NEW YORK NY	$3.00	Business	7009-000	TRAVEL		
7744	12/12/2022	TST* AVRA MIAMI 3006 SUNNY ISLES B FL	$326.54	Business	7009-000	TRAVEL		
7745	12/12/2022	APPLE.COM/BILL CUPERTINO CA	$7.57	Business	7530-000	DATA PROCESSING		
7756	12/13/2022	=REDMARKETSALONMIAMI 305-864-3978 FL	$98.80	Business	7009-000	TRAVEL		
7757	12/13/2022	American Airlines FT WORTH TX	$57.99	Business	7009-000	TRAVEL		
7760	12/13/2022	BT*DD *DOORDASH LEZO SAN FRANCISCO CA	$77.39	Business	7009-000	TRAVEL		
7762	12/13/2022	HOTELSCOM72449385090 HOTELS.COM WA	$1,327.79	Business	7009-000	TRAVEL		
7763	12/13/2022	MAKOTO BAL HARBOUR FL	$278.35	Business	7009-000	TRAVEL		
7764	12/13/2022	PAYPAL *UBER 8665761039 CA	$29.67	Business	7009-000	TRAVEL		
7765	12/13/2022	PAYPAL *UBER 8665761039 CA	$36.58	Business	7009-000	TRAVEL		
7766	12/13/2022	PAYPAL *UBER EATS 8665761039 CA	$5.08	Business	7009-000	TRAVEL		
7767	12/13/2022	PAYPAL *UBER EATS 8665761039 CA	$25.44	Business	7009-000	TRAVEL		
7768	12/13/2022	SOULCYCLE INC. NEW YORK NY	$3.00	Business	7009-000	TRAVEL		
7769	12/13/2022	DIPTYQUE BAL HARBOUR BAL HARBOUR FL	$872.05	Business	7012-000	MEALS & ENTERTAINMENT		
7770	12/13/2022	APPLE.COM/BILL CUPERTINO CA	$11.90	Business	7530-000	DATA PROCESSING		
7771	12/13/2022	FUBOTV INC NEW YORK NY	$75.76	Business	7530-000	DATA PROCESSING		
7772	12/13/2022	SPOTIFY NEW YORK NY	$17.31	Business	7530-000	DATA PROCESSING		
7777	12/13/2022	U.S. RETAILERS 855-600-3859 TX	$18.29	Business	7570-000	OFFICE SUPPLIES		
7781	12/14/2022	CUBESMART 492 436845 DALLAS TX	$467.00	Business	7012-001	RELOCATION-DC		
7782	12/14/2022	CUBESMART 492 436845 DALLAS TX	$741.00	Business	7012-001	RELOCATION-DC		
7783	12/14/2022	DFW AIRPORT PARKING DFW AIRPORT TX	$3.00	Business	7009-000	TRAVEL		
7784	12/14/2022	FREEDOM PARK DFW 972-252-2500 TX	$211.79	Business	7009-000	TRAVEL		
7785	12/14/2022	MANSIONONTURTLECREEK DALLAS TX	$108.57	Business	7009-000	TRAVEL		
7786	12/14/2022	PAYPAL *UBER 8665761039 CA	$73.07	Business	7009-000	TRAVEL		
7787	12/14/2022	SOULCYCLE NEW YORK NY	$124.00	Business	7009-000	TRAVEL		
7788	12/14/2022	STARBUCKS 800-782-72 SEATTLE WA	$25.00	Business	7009-000	TRAVEL		
7789	12/14/2022	ROSENTHAL SAMBONET U RANDOLPH NJ	$481.50	Business	7012-000	MEALS & ENTERTAINMENT		
7790	12/14/2022	APPLE.COM/US CUPERTINO CA	$735.09	Business	7530-000	DATA PROCESSING		
7791	12/14/2022	HLU*HULU 22629132478 HULU.COM/BILL CA	$81.18	Business	7530-000	DATA PROCESSING		
7800	12/15/2022	CUBESMART 492 436845 DALLAS TX	$635.00	Business	7012-001	RELOCATION-DC		
7802	12/15/2022	AMERICAN AIRLINES 800-433-7300 TX	$1,594.01	Business	7009-000	TRAVEL		
7803	12/15/2022	AMERICANAIRLINES PAC IRVINE CA	$19.00	Business	7009-000	TRAVEL		
7804	12/15/2022	AMERICANAIRLINES PAC IRVINE CA	$19.00	Business	7009-000	TRAVEL		
7805	12/15/2022	BT*DD *DOORDASH FFJA SAN FRANCISCO CA	$17.66	Business	7009-000	TRAVEL		
7806	12/15/2022	HOTELSCOM72450442036 HOTELS.COM WA	$6,262.70	Business	7009-000	TRAVEL		
7807	12/15/2022	MB-PARKING PARKMOBIL MIAMI BEACH FL	$8.35	Business	7009-000	TRAVEL		
7809	12/15/2022	UNITED AIRLINES HOUSTON TX	$2,617.60	Business	7009-000	TRAVEL		
7811	12/15/2022	APPLE.COM/BILL CUPERTINO CA	$21.64	Business	7530-000	DATA PROCESSING		
7818	12/16/2022	BT*DD *DOORDASH MAKO SAN FRANCISCO CA	$132.57	Business	7009-000	TRAVEL		
7819	12/16/2022	PAYPAL *UBER 8665761039 CA	$29.67	Business	7009-000	TRAVEL		
7820	12/16/2022	PAYPAL *UBER 8665761039 CA	$33.07	Business	7009-000	TRAVEL		
7821	12/16/2022	PRIVATE CAR SERVICES Miami Beach FL	$160.50	Business	7009-000	TRAVEL		
7822	12/16/2022	SOULCYCLE INC. NEW YORK NY	$3.00	Business	7009-000	TRAVEL		
7823	12/16/2022	DIPTYQUE BAL HARBOUR BAL HARBOUR FL	$262.15	Business	7012-000	MEALS & ENTERTAINMENT		
7834	12/17/2022	AMERICANAIRLINES PAC IRVINE CA	$25.00	Business	7009-000	TRAVEL		
7836	12/17/2022	BT*DD *DOORDASH LEZO SAN FRANCISCO CA	$46.55	Business	7009-000	TRAVEL		
7838	12/17/2022	PARKONE REEF VALET P MIAMI FL	$15.00	Business	7009-000	TRAVEL		
7839	12/17/2022	PAYPAL *UBER 8665761039 CA	$29.65	Business	7009-000	TRAVEL		
7840	12/17/2022	PAYPAL *UBER 8665761039 CA	$31.45	Business	7009-000	TRAVEL		
7841	12/17/2022	SOULCYCLE INC. NEW YORK NY	$280.00	Business	7009-000	TRAVEL		
7856	12/18/2022	PAYPAL *UBER 8665761039 CA	$5.00	Business	7009-000	TRAVEL		
7857	12/18/2022	PAYPAL *UBER 8665761039 CA	$15.55	Business	7009-000	TRAVEL		
7858	12/18/2022	PAYPAL *UBER 8665761039 CA	$25.07	Business	7009-000	TRAVEL		
7859	12/18/2022	PAYPAL *UBER 8665761039 CA	$25.12	Business	7009-000	TRAVEL		
7860	12/18/2022	PAYPAL *UBER 8665761039 CA	$42.41	Business	7009-000	TRAVEL		
7861	12/18/2022	PELOTON* MEMBERSHIP NEW YORK CITY NY	$44.00	Business	7009-000	TRAVEL		
7862	12/18/2022	SOULCYCLE INC. NEW YORK NY	$3.00	Business	7009-000	TRAVEL		
7864	12/18/2022	PAYPAL *SILVERREGIS 4029357733 FL	$1,631.75	Business	7012-000	MEALS & ENTERTAINMENT		
7865	12/18/2022	APPLE.COM/BILL CUPERTINO CA	$11.90	Business	7530-000	DATA PROCESSING		
7866	12/18/2022	APPLE.COM/US CUPERTINO CA	$1,584.67	Business	7530-000	DATA PROCESSING		
7877	12/19/2022	BT*DD *DOORDASH PALM SAN FRANCISCO CA	$302.18	Business	7009-000	TRAVEL		
7879	12/19/2022	PARKRECEIPTS.COM -V Plano TX	$10.00	Business	7009-000	TRAVEL		
7880	12/19/2022	PAYPAL *UBER 8665761039 CA	$5.01	Business	7009-000	TRAVEL		
7881	12/19/2022	TST* OKAMI 00024418 MIAMI FL	$79.36	Business	7009-000	TRAVEL		
7882	12/19/2022	EXHALE FLORIDA DOWNT 305-4233906 FL	$30.00	Business	7012-000	MEALS & ENTERTAINMENT		
7884	12/19/2022	GOOGLE *YOUTUBE TV G.CO/HELPPAY# CA	$70.35	Business	7530-000	DATA PROCESSING		
7885	12/19/2022	SPECTRUM 855-707-7328 MO	$331.54	Business	7530-000	DATA PROCESSING		
7886	12/19/2022	STREAMABLE.COM WILMINGTON DE	$5.00	Business	7530-000	DATA PROCESSING		

Credit Card

Privileged and Confidential
AMEX Transaction Listing

[1] If Business Explanation has been identified, please mark (Y/N) if receipt exists for the related transaction.

Filtered Total	$ 1,180,681.29
Total	$ 1,180,681.29

Ref.	Transaction Date	Transaction Description	Transaction Amount USD	Updated DC Coding 5.1.23	GL Code	GL Description	Business Explanation	Receipt [1]
7888	12/19/2022	MPIX PITTSBURG KS	$40.99	Business	7570-000	OFFICE SUPPLIES		
7892	12/20/2022	American Airlines FT WORTH TX	$1,317.20	Business	7009-000	TRAVEL		
7894	12/20/2022	BT*DD *DOORDASH BURG SAN FRANCISCO CA	$22.28	Business	7009-000	TRAVEL		
7897	12/20/2022	MAKOTO BAL HARBOUR FL	$255.82	Business	7009-000	TRAVEL		
7898	12/20/2022	MB-PARKING PARKMOBIL MIAMI BEACH FL	$8.35	Business	7009-000	TRAVEL		
7899	12/20/2022	PAYPAL *UBER 8665761039 CA	$29.93	Business	7009-000	TRAVEL		
7900	12/20/2022	PAYPAL *UBER 8665761039 CA	$34.17	Business	7009-000	TRAVEL		
7901	12/20/2022	SOULCYCLE INC. NEW YORK NY	$8.00	Business	7009-000	TRAVEL		
7903	12/20/2022	NEIMAN MARCUS 005 Bal Harbour US	$372.75	Business	7012-000	MEALS & ENTERTAINMENT		
7904	12/20/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
7922	12/21/2022	BT*DD *DOORDASH BURG SAN FRANCISCO CA	$22.28	Business	7009-000	TRAVEL		
7923	12/21/2022	DOORDASH DASHPASS SAN FRANCISCO CA	$9.99	Business	7009-000	TRAVEL		
7924	12/21/2022	PAO BY PAUL QUI MIAMI FL	$286.02	Business	7009-000	TRAVEL		
7925	12/21/2022	PAYPAL *UBER 8665761039 CA	$4.76	Business	7009-000	TRAVEL		
7926	12/21/2022	PAYPAL *UBER 8665761039 CA	$16.10	Business	7009-000	TRAVEL		
7927	12/21/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
7928	12/21/2022	PAYPAL *UBER 8665761039 CA	$16.55	Business	7009-000	TRAVEL		
7929	12/21/2022	PAYPAL *UBER 8665761039 CA	$23.84	Business	7009-000	TRAVEL		
7930	12/21/2022	PAYPAL *UBER 8665761039 CA	$30.29	Business	7009-000	TRAVEL		
7931	12/21/2022	PAYPAL *UBER 8665761039 CA	$33.40	Business	7009-000	TRAVEL		
7932	12/21/2022	PAYPAL *UBER 8665761039 CA	$37.20	Business	7009-000	TRAVEL		
7933	12/21/2022	PAYPAL *UBER 8665761039 CA	$37.44	Business	7009-000	TRAVEL		
7934	12/21/2022	PAYPAL *UBER 8665761039 CA	$38.51	Business	7009-000	TRAVEL		
7935	12/21/2022	PAYPAL *UBER 8665761039 CA	$80.50	Business	7009-000	TRAVEL		
7936	12/21/2022	SOULCYCLE INC. NEW YORK NY	$3.00	Business	7009-000	TRAVEL		
7937	12/21/2022	APPLE.COM/BILL CUPERTINO CA	$16.77	Business	7530-000	DATA PROCESSING		
7938	12/21/2022	APPLE.COM/US CUPERTINO CA	$381.99	Business	7530-000	DATA PROCESSING		
7939	12/21/2022	SPOTIFY NEW YORK NY	$10.81	Business	7530-000	DATA PROCESSING		
7947	12/21/2022	STAMPS.COM AUSTIN TX	$17.99	Business	7570-000	OFFICE SUPPLIES		
7951	12/22/2022	BT*DD *DOORDASH BURG SAN FRANCISCO CA	$22.28	Business	7009-000	TRAVEL		
7952	12/22/2022	DOORDASH DASHPASS SAN FRANCISCO CA	$9.99	Business	7009-000	TRAVEL		
7953	12/22/2022	GRAND BEACH HOTEL BA SURFSIDE FL	$1,167.96	Business	7009-000	TRAVEL		
7954	12/22/2022	HOTELSCOM72455044173 HOTELS.COM WA	$1,916.08	Business	7009-000	TRAVEL		
7955	12/22/2022	LOS FUEGOS MIAMI FL	$759.94	Business	7009-000	TRAVEL		
7956	12/22/2022	MB-PARKING PARKMOBIL MIAMI BEACH FL	$12.35	Business	7009-000	TRAVEL		
7957	12/22/2022	PAYPAL *UBER 8665761039 CA	$11.83	Business	7009-000	TRAVEL		
7958	12/22/2022	PAYPAL *UBER 8665761039 CA	$30.58	Business	7009-000	TRAVEL		
7959	12/22/2022	PAYPAL *UBER 8665761039 CA	$37.54	Business	7009-000	TRAVEL		
7960	12/22/2022	PAYPAL *UBER 8665761039 CA	$44.42	Business	7009-000	TRAVEL		
7961	12/22/2022	PAYPAL *UBER 8665761039 CA	$47.34	Business	7009-000	TRAVEL		
7962	12/22/2022	PAYPAL *UBER EATS 8665761039 CA	$18.22	Business	7009-000	TRAVEL		
7963	12/22/2022	PAYPAL *UBER EATS 8665761039 CA	$113.92	Business	7009-000	TRAVEL		
7967	12/22/2022	PAYPAL *DENNIS 4029357733 TX	$1,029.30	Business	7570-000	OFFICE SUPPLIES		
7970	12/22/2022	VINYLDISORD 8667233726 CA	$79.79	Business	7570-000	OFFICE SUPPLIES		
7972	12/23/2022	EXXONMOBIL 9989 MIAMI BEACH FL	$94.66	Business	7005-000	FUEL		
7973	12/23/2022	American Airlines FT WORTH TX	$2,371.60	Business	7009-000	TRAVEL		
7974	12/23/2022	PAYPAL *UBER 8665761039 CA	$25.00	Business	7009-000	TRAVEL		
7975	12/23/2022	PAYPAL *UBER 8665761039 CA	$30.30	Business	7009-000	TRAVEL		
7976	12/23/2022	PAYPAL *UBER 8665761039 CA	$31.25	Business	7009-000	TRAVEL		
7977	12/23/2022	PAYPAL *UBER EATS 8665761039 CA	$11.54	Business	7009-000	TRAVEL		
7978	12/23/2022	PAYPAL *UBER EATS 8665761039 CA	$67.89	Business	7009-000	TRAVEL		
7979	12/23/2022	SOULCYCLE INC. NEW YORK NY	$3.00	Business	7009-000	TRAVEL		
7980	12/23/2022	EQUINOX MOTO #451 45 DALLAS TX	$207.84	Business	7012-000	MEALS & ENTERTAINMENT		
7981	12/23/2022	EQUINOX MOTO #451 45 DALLAS TX	$313.93	Business	7012-000	MEALS & ENTERTAINMENT		
7982	12/23/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
7983	12/23/2022	APPLE.COM/BILL CUPERTINO CA	$10.81	Business	7530-000	DATA PROCESSING		
7992	12/24/2022	BT*DD *DOORDASH CVS SAN FRANCISCO CA	$23.01	Business	7009-000	TRAVEL		
7993	12/24/2022	BT*DD *DOORDASH LEZO SAN FRANCISCO CA	$65.49	Business	7009-000	TRAVEL		
7994	12/24/2022	PAYPAL *UBER 8665761039 CA	$28.22	Business	7009-000	TRAVEL		
7995	12/24/2022	APPLE.COM/BILL CUPERTINO CA	$11.90	Business	7530-000	DATA PROCESSING		
7998	12/25/2022	Lodging 16247040005 Surfside FL	$107.53	Business	7009-000	TRAVEL		
7999	12/25/2022	PAYPAL *UBER 8665761039 CA	$10.00	Business	7009-000	TRAVEL		
8000	12/25/2022	PAYPAL *UBER 8665761039 CA	$11.70	Business	7009-000	TRAVEL		
8001	12/25/2022	PAYPAL *UBER 8665761039 CA	$18.51	Business	7009-000	TRAVEL		
8002	12/25/2022	PAYPAL *UBER 8665761039 CA	$58.50	Business	7009-000	TRAVEL		
8003	12/25/2022	PAYPAL *UBER 8665761039 CA	$79.30	Business	7009-000	TRAVEL		
8004	12/25/2022	PROPAY*Sexy Fish Mia 3054963004 FL	$61.20	Business	7009-000	TRAVEL		
8005	12/25/2022	PURA VIDA BAY HARBOR BAY HARBOR IS FL	$104.48	Business	7009-000	TRAVEL		
8006	12/25/2022	SOULCYCLE INC. NEW YORK NY	$15.00	Business	7009-000	TRAVEL		
8007	12/25/2022	SOULCYCLE INC. NEW YORK NY	$15.00	Business	7009-000	TRAVEL		
8008	12/25/2022	WIFIONBOARD CHICAGO IL	$17.00	Business	7009-000	TRAVEL		
8012	12/25/2022	APPLICATION MONTHLY MEM MARTINS	$19.89	Business	7570-000	OFFICE SUPPLIES		
8017	12/26/2022	MAKOTO BAL HARBOUR FL	$223.57	Business	7009-000	TRAVEL		
8018	12/26/2022	PAYPAL *UBER EATS 8665761039 CA	$49.19	Business	7009-000	TRAVEL		
8019	12/26/2022	TST* SEXY FISH 30060 MIAMI FL	$583.46	Business	7009-000	TRAVEL		
8020	12/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		
8021	12/26/2022	ALIVECOR INC MOUNTAIN VI CA	$9.99	Business	7530-000	DATA PROCESSING		
8022	12/26/2022	APPLE.COM/BILL CUPERTINO CA	$31.37	Business	7530-000	DATA PROCESSING		
8024	12/26/2022	HLU*HULU 17107704529 HULU.COM/BILL CA	$90.92	Business	7530-000	DATA PROCESSING		
8027	12/27/2022	CUBESMART 492 436845 DALLAS TX	$1,102.00	Business	7012-001	RELOCATION-DC		
8028	12/27/2022	SOULCYCLE INC. NEW YORK NY	$280.00	Business	7009-000	TRAVEL		
8029	12/27/2022	US PARKING INC 0000 MIAMI FL	$54.00	Business	7009-000	TRAVEL		
8038	12/28/2022	DOORDASH*BURGERFI SAN FRANCISCO CA	$22.28	Business	7009-000	TRAVEL		
8040	12/28/2022	JETSUITEX 0432 DALLAS TX	$769.00	Business	7009-000	TRAVEL		
8041	12/28/2022	JETSUITEX 0432 DALLAS TX	$1,498.00	Business	7009-000	TRAVEL		
8043	12/28/2022	LPM RESTURANT & BAR MIAMI FL	$904.80	Business	7009-000	TRAVEL		
8044	12/28/2022	HLU*HULU 20797497323 HULU.COM/BILL CA	$8.65	Business	7530-000	DATA PROCESSING		

Invoice

Privileged and Confidential
Invoice Listing

[1] If Business Explanation has been identified, please mark (Y/N) if receipt exists for the related transaction.

Invoice Date	Invoice Number	Invoice Vendor	Invoice Amount (USD)	Business Explaination	Receipt [1]
2/7/2022	041853	Redlich Enterprises LLC	$38,180.00		
3/23/2022	041876	Redlich Enterprises LLC	$25,500.00		
3/5/2022	041866	Redlich Enterprises LLC	$19,118.00		
5/2/2022	25650617	Leviate Air Charter	$25,463.25		
8/30/2022	55802480	Advanced Remarketing Solutions	$39,537.00		

Exhibit 20

From: Daniel Chu[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3E4B1BEB200E4F86B70BC5D47B10FB1A-DANIEL CHU]
Sent: Fri 5/12/2023 2:16:58 PM (UTC)
To: Jerry Kollar[jkollar@tricolor.com]
Subject: FW: Confidential

Daniel Chu
Founder & Chief Executive Officer | Tricolor Holdings
dchu@tricolor.com | www.tricolor.com

6021 Connection Drive, 4th Floor
Irving, TX 75039

E: 10101
O: 424.290.2200
F: 424.290.2700
M: 214.534.3600

All information and attachments included in this email are confidential and intended for the original recipient only. You must not share any part of this message with any third party. If you have received this message by mistake, please let us know immediately, so that we can make sure such a mistake does not happen again, and delete this message from your system.

From: Kathryn Petralia <kpetralia@gmail.com>
Date: Friday, May 12, 2023 at 8:52 AM
To: Daniel Chu <dchu@tricolor.com>
Subject: Fwd: Confidential

CAUTION: EXTERNAL SENDER
Do not click links or open attachments unless you trust the sender and know the content is safe.

Sent from my iPhone

Begin forwarded message:

From: Kathryn Petralia <kpetralia@gmail.com>
Date: May 11, 2023 at 21:42:50 PDT
To: "Donohue, Christian G" <Christian.Donohue@blackrock.com>
Cc: Beth Brooke <beth@bethabrooke.com>, "Qureshi, Rizwan A." <RQureshi@reedsmith.com>, Dick Anderson <anderson@hpitx.com>, "Fisher, Courtney E." <CFisher@reedsmith.com>
Subject: Re: Confidential

I don't want to be a wet blanket here, but with respect to what the comp committee recommended (and I am not on that committee) I am unfamiliar with the policy/process for communicating those decisions/requests to Jerry or anyone else at the company.

What is crystal clear to me is the lack of internal processes and policies and I want to ensure that we reflect that deficiency in these proceedings. I take full responsibility for not fully interrogating those policies on the the audit committee but have a difficult time adjudicating the Tricolor team's actions absent a clear policy.

K

Sent from my iPhone

> On May 11, 2023, at 21:07, Donohue, Christian G <Christian.Donohue@blackrock.com> wrote:
>
> I have the same concerns as Beth. We should get the exact timeline of what was approved to be paid when in reference to his bonus.
>
> > On May 11, 2023, at 8:07 PM, Beth Brooke <beth@bethabrooke.com> wrote:
> >
> > External Email: Use caution with links and attachments
> >
> > Thank you for the thorough recap of the day's activities and insights and direction.
> >
> > With respect to the impact of the discount rate, I'm glad to hear that the impact may be around $12m. I think that is in a range, as I understand from Daniel, that we would not violate

our debt covenants. Daniel led to me to believe that the discount rate in the range of 8.5 would cause the company to violate all our covenants. It sounds like that is not the case??

I am concerned about the comp bonus for 2021 and 2022 and how the personal AMEX expenses have been handled. I was surprised to learn that the bonus of 2022 has been paid. And that $400k of it had been advanced to him while decsisions were still pending on the amount. Who would have authorized that??????? And at the start of this process we told the comp committee to hold up on finalizing his bonus and comp. So how did anything move forward???? If this is all because what Daniel says, people do, with or without proper processes and approvals. If that is the case, Crowe is going to question everything. Rightfully so.

From: "Qureshi, Rizwan A." <RQureshi@reedsmith.com>
Date: Thursday, May 11, 2023 at 8:45 PM
To: Beth Brooke <beth@bethabrooke.com>, Christian Donohue <Christian.Donohue@blackrock.com>, Kathryn Petralia <kpetralia@gmail.com>, Dick Anderson <anderson@HPItx.com>
Cc: "Fisher, Courtney E." <CFisher@reedsmith.com>, "Qureshi, Rizwan A." <RQureshi@reedsmith.com>
Subject: Confidential

****CONFIDENTIAL****
****ATTORNEY-CLIENT PRIVILEGED COMMUNICATION****

Dear Audit Committee:

As you know, we had our call with Daniel last night to discuss FTI's conclusions on the fair value issue, and our team continues to work expeditiously to come to a conclusion on each of the three issues at hand. This includes substantive interaction with management (Daniel and Jerry) on fair value. An overview of our progress on each issue since last night's update is provided below for your reference:

- **Daniel Chu Expenses/Invoices**
  - **Review of calendar invites and meetings**
    - We have finished matching AMEX charges to Daniel's calendar.

- We are preparing an updated list of transactions to send to Daniel for his review.

- We are interviewing Daniel on Saturday, May 13th.

- **Review of Suspect Vendors and Employees**

- We have completed our research to identify background information on the suspect vendors and employees identified.

- We intend to ask Daniel about this information in the upcoming interview.

- **FTI has reviewed additional documents provided by the Company pertaining to Daniel Chu's 2021 and 2022 bonus.**

- We see that Daniel's payable to the Company for 2021 appears to have been reduced by his 2021 bonus. Matt Lewis represents that, as a result, no bonus was actually paid to Daniel relating to 2021, since he owed more to the Company at that point than the amount of his bonus. FTI is seeking evidence that the 2021 bonus was not, in fact, paid to Daniel.

- FTI looked again at Daniel's 2022 bonus (paid on March 17, 2023). The gross amount is $1,500,000, though it is reduced by $400,000, which was apparently advanced to Daniel at an earlier point.

- Matt Lewis stated this about the bonus: "[T]he pay statement provided already is the full pay statement - gross of $1.5m. The $390k adjustment represents the deduction of a $400K advance to Daniel while the board was determining his final bonus (reduced by $10k of 401k match as shown on the statement provided). There was no subtraction for personal expenses or amounts applied against the personal AR account. In prior years the personal AR was larger, so Daniel used his bonus to pay it down, this year his balance was smaller, you can confirm with him but I assume he was just going to make separate payments."

- We have outstanding requests to the Company for the following:
  - 2021 mixed-use Amex transactional data
  - Complete personal Amex transactional data for 2021 and 2022

- **Discount Rate**

- As you know, last night we had a very productive call with Daniel about the discount rate. Daniel seemed surprised at some of the accounting standards and approached the meeting with an open mind. Daniel informed us that his team is preparing an updated fair value model with significant changes. He stated that this model would be provided today, though nothing has been received yet. We will continue to push here.

- As noted above, this morning Daniel and Jerry sent follow-up emails to ask for FTI's opinions on GAAP, some of the Company's alternate calculations, and Crowe's calculation.
  - FTI provided a comprehensive reply about GAAP and the Company's alternate calculations. FTI recommended that the Company pose any questions about Crowe's calculations to Crowe.
  - In FTI's analysis, they identified significant flaws in the Company's alternate calculations. Of these, one was a particularly concerning data integrity issue. One of the components of the Company's alternate calculations was an allocation of debt with different credit ratings (AAA-B) within comparable auto receivable securitizations. FTI re-pulled this data from Bloomberg and found that, for two of the comparable securitizations used by the Company, the actual portion of debt at lower credit ratings was replaced with a zero. The effect of this was that the credit profile used by the Company was higher rated than actual. We do not want to rush to conclusions here – this could be a data source issue or a mistake – but it is concerning. This data issue also impacts the Historical Method, increasing the "modified" rate from 8.51% to 8.67%.

- At this point, FTI has provided you all with their conclusions on this issue and we are happy to continue to answer any questions you or the Company may have. Otherwise, it is FTI's position that there is no further in-scope work to be done here.

  - If the Company elects to use the modified Historical Method rate of 8.67%, FTI estimates the impact to fair value would be roughly $12M. This is based off of a rough estimate that Matt Lewis provided us – that every 1% change in the discount rate corresponds with an $8M impact.

  - That said, this rough impact estimate may not be applicable depending on the Company's forthcoming updated fair value model.

- **Additional Interest**

- On the call with Daniel last night, he advised us that the Company's updated fair value model would take out Additional Interest entirely. If Crowe is comfortable with that approach, it may be the easiest path forward.

- Daniel did not share what the impact of removing Additional Interest would be.

- Notwithstanding, as a backup, FTI continues to work on incorporating an updated Additional Interest calculation into the Company's data. This integration is complex and, candidly, FTI would expect that both the Company and Crowe would want to take its time in reviewing before any potential implementation. However, FTI expects that it may be worthwhile to continue on this front – just in case Crowe is not comfortable with removing Additional Interest entirely. According to Daniel, it was Crowe who pushed to create an Additional Interest calculation in the first place.

- Given the Company's current plan to remove Additional Interest, the development of a backup calculation should not result in any delay.

I will be in touch tomorrow about an update call among the Committee and the entire team. Please let me know if you

have any questions.

Rizzy

Rizwan (Rizzy) Qureshi, Esq.
rqureshi@reedsmith.com

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1301 K Street, N.W.
Suite 1000 - East Tower
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Phone: 202-414-9218
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* * *

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Exhibit 21

From:	Daniel Chu[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3E4B1BEB200E4F86B70BC5D47B10FB1A-DANIEL CHU]
Sent:	Sun 5/14/2023 1:13:59 PM (UTC)
To:	Qureshi, Rizwan A.[RQureshi@reedsmith.com]
Cc:	Beth Brooke-EX[beth@bethabrooke.com]
Bcc:	Dick Anderson-EX[anderson@hpitx.com]; Kathryn Petralia[kpetralia@gmail.com]
Subject:	Re: Confidential
Attachment:	Chu-Deed of Trust executed.pdf
Attachment:	Chu Guaranty-Tricolor Auto Group.pdf
Attachment:	Chu Guaranty-Tricolor California Auto Group.pdf

Rizzy-

One of my objectives in our call yesterday and in our overall interaction has been to provide you with some context on my history with Tricolor, not only to illuminate on specific issues such as relocation but all of the issues directly or indirectly related to the Amex charges. I also feel it will help shape how you frame this situation toward resolution with Crowe.

As I briefly explained to you, I moved to LA in 2014 to start up an operation in California as a separate entity from Tricolor. This was about seven years after founding the company, which had been profitable every year since inception. I was in solid financial shape and intended to live there permanently. My strategy to grow our business had diverged with private equity sponsor at the time, who did not like the Hispanic focus. It took less than twelve months for this firm to drive the company into the ground, and I eventually re-acquired the equity with an investor group (which remains in place today). One of my principal motivations, aside from the emotional attachment I felt as the founder, was to prevent the 400+ families who relied on Tricolor for their income from being unemployed. I eventually put practically all of my net worth on the line (I had already invested substantially in the CA startup)

Less than a year after combining the Texas and California operations, Trump was elected and because our business model focused on serving the needs of undocumented immigrants, Tricolor was interpreted as a credit risk. Our capital markets access was interrupted. Our only ABS lender, Wells Fargo, reneged on their commitment and all of our lenders, other than Origin Bank, put the screws to us. I've never shared this with anyone (only Jerry Kollar, our CFO knows) but things became so difficult with our inventory lender at the time, that I pledged the equity in my house in LA, in addition to executing personal guarantees on our $50M facility. (see attached). This was before personally guaranteeing our subsequent $50M facility with Triumph Bank; that guaranty remained in place for 27 months.

When the pandemic hit in 2020, Credit Suisse stopped funding (again, only Origin Bank actually stepped up for us) and we again found our existence threatened.

So today, when an outsider like you (or an audit committee member for that matter) learns that we are financed by JP Morgan and Barclays, two of the three most prominent banks in consumer auto ABS, and that the most prestigious investors in consumer auto ABS--- PIMCO, Wellington, Janus, Nationwide, and the like--- purchase our bonds, it is impossible to realize the blood and sweat that have gone into overhauling our capital structure amidst a great deal of turbulence.

Again, if I did not take full responsibility for our capital structure (in addition to operating the business), I would estimate that:

1. The Company's cost of capital would be 150-200 bps higher. On $1B of debt, that's $15-20M

of additional annual expense.

2. Furthermore, I would estimate that we would lose 10% of our leverage, so we would need an additional $100M of equity.
3. We would also need to hire a capital markets person at a cost of ~$1M (including bonus).

I've worked 60-70 hours per week for the past 7-8 years. I've dealt with not only unreasonable demands on my time, but my stress has been over the top. So with respect to expenses for my family to accompany me on travel, household expenses like a nanny, or IV treatments, this is some of my context. I candidly feel like it's been the most practical (and cheapest for the company) way for me to cope, and it also shapes how I drafted my proposed expense policy.
Hope this makes sense.

Daniel Chu
Founder & Chief Executive Officer | Tricolor Holdings
dchu@tricolor.com | www.tricolor.com

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From: Qureshi, Rizwan A. <RQureshi@reedsmith.com>
Date: Saturday, May 13, 2023 at 9:38 AM
To: Daniel Chu <dchu@tricolor.com>
Cc: Beth Brooke-EX <beth@bethabrooke.com>
Subject: RE: Confidential

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Received, thanks.

Rizwan (Rizzy) Qureshi, Esq.
rqureshi@reedsmith.com

Reed Smith LLP
1301 K Street, N.W.
Suite 1000 - East Tower
Washington, D.C. 20005-3373
Phone: 202-414-9218
Mobile: 202-893-6160
Fax: 202-414-9299

From: Daniel Chu <dchu@tricolor.com>
Date: Saturday, May 13, 2023 at 10:35 AM
To: Qureshi, Rizwan A. <RQureshi@reedsmith.com>
Cc: Beth Brooke-EX <beth@bethabrooke.com>, Qureshi, Rizwan A. <RQureshi@reedsmith.com>
Subject: Re: Confidential

EXTERNAL E-MAIL - From dchu@tricolor.com

Rizzy-
Quick reactions---we can discuss. I've attached my previous email dated 5/9 for context.

1. The following destinations would be business travel:

   - New York-there should be calendar support
   - LA
   - Vegas-July trip was ABS Vegas; October trip was to accept Excellence in Community Service Award at Auto Finance News Awards (on my calendar)
   - Texas-see #4 on attached, restaurants should be classed as entertainment

2. The following trips could be both business and personal:

   - Indiana- Next Gear Capital, ADESA are also there; one trip was made in combo with Cincinnati (Fifth Third Bank)
   - Tahoe-we can reclassify as personal although I made 3 day trips to Sacramento, NorCal
   - Boston-ABS stuff would cover Four Seasons
   - Chicago-lots of investors there, conferences
   - CA (not LA)-mix of personal and business, entertainment, golf

- Colorado-mixed, Aspen was business purpose; Denver is Janus, other ABS investors, Colorado Springs mixed

3. The following can be reclassed as personal:

- Florida
- Paris
- Brazil must be an error

4. Other

- Professional services look generally correct---we can discuss---the large ones are TIADA (dealer association dues), Xulab (they produced our corporate videos), Earthvision is for site selection demographic data, FedEx would be for printing of presentation decks
- Unknown air, hotel should fall into #4 on attached, I couldn't figure oit some of the hotel because the charge date is not the travel date
- JSX would be DAL-MIA or MIA-DAL
- On relocation-please see #3 on attached
- There are some charges for other Tricolor personnel doing site selection, etc.—Phoenix, all parts of CA

Daniel Chu
Founder & Chief Executive Officer | Tricolor Holdings
dchu@tricolor.com | www.tricolor.com

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From: Qureshi, Rizwan A. <RQureshi@reedsmith.com>
Date: Saturday, May 13, 2023 at 8:52 AM
To: Daniel Chu <dchu@tricolor.com>
Cc: Beth Brooke-EX <beth@bethabrooke.com>, Qureshi, Rizwan A. <RQureshi@reedsmith.com>
Subject: Confidential

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****CONFIDENTIAL****

Daniel:

Thank you again for taking the time to speak with us later today. Ahead of our call, I wanted to provide you with an overview of Amex charges and invoices that we will be discussing. I am attaching that list here for your review and comment. We will of course discuss these transactions later today, but please feel free to go ahead and begin making notes in column J if you agree that this should be reclassified as personal in nature or in column k to describe the business purpose for the transactions. We also identified several invoices and vendors that we have a few questions about, and those can be found in the second tab.

Please note that I understand you may not be able to get through the list ahead of our meeting and that is fine. However, if you have time, I thought sending along the attached will be helpful so that you may be able to review the general categories we are going to discuss.

Look forward to speaking with you later.

Best
Rizzy

Rizwan (Rizzy) Qureshi, Esq.
rqureshi@reedsmith.com

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Exhibit 22

From: Daniel Chu[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3E4B1BEB200E4F86B70BC5D47B10FB1A-DANIEL CHU]

Sent: Wed 5/31/2023 11:29:40 PM (UTC)

To: Christian Donohue-EX[Christian.Donohue@blackrock.com]; Beth Brooke-EX[beth@bethabrooke.com]; Kathryn Petralia[kpetralia@gmail.com]; Dick Anderson-EX[anderson@hpitx.com]; Weatherspoon, Derrick[Derrick.Weatherspoon@blackrock.com]; Dann Adams-EX[jdannadams@gmail.com]; Antonio Garza[garzaao@yahoo.com]

Subject: TC BOD Call

Attachment: SKonica-Exe23053117270.pdf

We can discuss my email access etc as part of the internal and external communication plan.

Daniel Chu
Founder & Chief Executive Officer | Tricolor Holdings
dchu@tricolor.com | www.tricolor.com

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From: Christian.Donohue@blackrock.com
When: 5:30 PM - 6:00 PM May 31, 2023
Subject: TC BOD Call
Location: https://blackrock.webex.com/blackrock/j.php?MTID=m1eb3366e2613c521a745c7c7091d2ece

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Join by meeting number

Meeting number (access code): 2307 271 4488

Meeting password: MXrUdep3$83 (69783373 from phones)

Tap to join from a mobile device (attendees only)
1-844-621-3956,,23072714488#69783373# United States Toll Free

08000315372,,23072714488#69783373# United Kingdom Toll Free
Some mobile devices may ask attendees to enter a numeric password.

Join by phone
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08000315372 United Kingdom Toll Free
Global call-in numbers | Toll-free calling restrictions

Join from a video system or application
Dial 23072714488@blackrock.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

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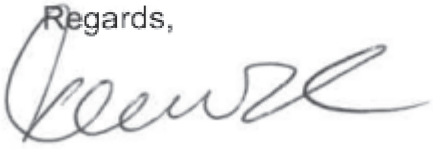
May 31, 2023

To the Board of Directors:

Please accept my letter of resignation as of today.

Please let me know when the board would like to discuss a communication plan.

Regards,



Daniel Chu

Exhibit 23

From: Daniel Chu[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3E4B1BEB200E4F86B70BC5D47B10FB1A-DANIEL CHU]
Sent: Mon 9/18/2023 5:51:34 PM (UTC)
To: Kathryn Petralia[kpetralia@gmail.com]
Subject: Fwd: confidential

Begin forwarded message:

From: Daniel Chu <dchu@tricolor.com>
Date: September 18, 2023 at 9:45:10 AM EDT
To: Dick Anderson-EX <anderson@hpitx.com>
Subject: Re: confidential

CORRECTION
Neither the removal or appointment is subject to board vote

From: Daniel Chu <dchu@tricolor.com>
Date: Monday, September 18, 2023 at 9:40 AM
To: Dick Anderson-EX <anderson@hpitx.com>
Subject: confidential

We need to be decisive on this as fiduciaries. Neither the removal or appointment is not subject to board vote

To Members of Ganas Investors-
Please find attached a copy of a Consent executed by Ganas Investors, LLC, the majority member of Tricolor Holdings, LLC, removing Beth A. Brooke as a member of the Tricolor Holdings, LLC Board of Managers and appointing Andrew DeLuca, Tricolor Holdings, LLC's General Counsel, to the Board of Managers. The removal and appointment are effective immediately upon the execution of the Consent. Please be advised that, by virtue of her removal as a Board Member, and given the bases for her removal, some, though not all, of which is set forth in the Consent, Ms. Brooke is no longer authorized to act for or on behalf of Tricolor, the Board or the Audit Committee.
Please direct any questions you might have regarding the matters set forth in the Consent to me.
Sincerely,
Daniel Chu



Daniel Chu
Founder & Chief Executive Officer | Tricolor Holdings
dchu@tricolor.com | www.tricolor.com

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Exhibit 24

From:	Daniel Chu[/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=3e4b1beb200e4f86b70bc5d47b10fb1a-Daniel Chu]
Sent:	Thur 12/28/2023 2:42:10 PM (UTC)
To:	Scott Scher[scott.scher-ex@tricolor.com]
Subject:	FW: Removal of Dann Adams from the Board of Managers of Tricolor Holdings
Attachment:	CONSENT TO REMOVAL OF DANN ADAMS FROM THE BOARD OF MANAGERS OF TRICOLOR HOLDINGS, LLC.pdf

From: Daniel Chu <dchu@tricolor.com>
Date: Thursday, December 28, 2023 at 9:41 AM
To: Dann Adams-EX <jdannadams@gmail.com>
Cc: Dick Anderson-EX <anderson@hpitx.com>, Kathryn Petralia <kathryn@keepfinancial.com>, Christian Donohue-EX <Christian.Donohue@blackrock.com>, Paul Braude-EX <paul.braude@blackrock.com>, Weatherspoon, Derrick <Derrick.Weatherspoon@blackrock.com>, Andrew DeLuca <Andrew.DeLuca@tricolor.com>, Artoush Varshosaz <Artoush.Varshosaz@klgates.com>, Jerry Kollar <jkollar@tricolor.com>, Dahiya, Nitin <Nitin.Dahiya@blackrock.com>, Stan Erwin <erwin@hpitx.com>, Roszell Mack III <rmack@mackco.com>
Subject: Removal of Dann Adams from the Board of Managers of Tricolor Holdings

Dann-
Please find attached a copy of a Consent executed by Ganas Investors, LLC, the majority member of Tricolor Holdings, LLC, removing you as a member of the Tricolor Holdings, LLC Board of Managers. The removal is effective immediately upon the execution of the Consent. Please be advised that, by virtue of your removal as a Board Member, you are no longer authorized to act for or on behalf of Tricolor, the Board, or the Compensation Committee.
Please direct any questions you might have regarding the matters set forth in the Consent to me.
Sincerely,
Daniel Chu

Daniel Chu
Founder & Chief Executive Officer | Tricolor Holdings
dchu@tricolor.com | www.tricolor.com

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CONSENT TO REMOVAL OF DANN ADAMS

ON THIS THE 27TH DAY OF DECEMBER 2023, effective immediately, the undersigned Member of Tricolor Holdings, LLC, constituting a majority of interests entitled to vote on the matters herein pursuant to the Section 4.13 of the Fifth Amended and Restated Limited Liability Agreement of Tricolor Holdings, LLC (the "LLC Agreement") hereby consents to the following:

WHEREAS Dann Adams ("Adams") is a member of the Board of Managers of Tricolor Holdings, LLC, and has served in such capacity since his appointment on or about May 30, 2019; and

NOW, THEREFORE, BY AND THROUGH THIS CONSENT OF THE MAJORITY OF THE MEMBER INTERESTS OF TRICOLOR HOLDINGS, LLC, the following actions are hereby taken, effective immediately.

Mr. Adams is hereby removed as a member of the Board of Managers of Tricolor Holdings, LLC.

Pursuant to Section 4.13 of the LLC Agreement, notice of this Consent is hereby provided to all of the Members of Tricolor Holdings, LLC, and shall be filed with the minutes of proceedings of such Members.

SIGNED AND CONSENT TO this 27th day of December 2023.

GANAS INVESTORS, LLC.

By: Daniel Chu
Its: Manager

Exhibit 25

From:	Daniel Chu[/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=3e4b1beb200e4f86b70bc5d47b10fb1a-Daniel Chu]
Sent:	Thur 12/28/2023 2:42:03 PM (UTC)
To:	Scott Scher[scott.scher-ex@tricolor.com]
Subject:	FW: Removal of Antonio Garza from the Board of Managers of Tricolor Holdings
Attachment:	CONSENT TO REMOVAL OF ANTONIO GARZA FROM BOARD OF MANAGERS OF TRICOLOR HOLDINGS, LLC.pdf

From: Daniel Chu <dchu@tricolor.com>
Date: Thursday, December 28, 2023 at 9:41 AM
To: Antonio Garza <garzaao@yahoo.com>, Antonio Garza <garzaao@icloud.com>
Cc: Dick Anderson-EX <anderson@hpitx.com>, Kathryn Petralia <kathryn@keepfinancial.com>, Christian Donohue-EX <Christian.Donohue@blackrock.com>, Paul Braude-EX <paul.braude@blackrock.com>, Weatherspoon, Derrick <Derrick.Weatherspoon@blackrock.com>, Andrew DeLuca <Andrew.DeLuca@tricolor.com>, Artoush Varshosaz <Artoush.Varshosaz@klgates.com>, Jerry Kollar <jkollar@tricolor.com>, Dahiya, Nitin <Nitin.Dahiya@blackrock.com>, Stan Erwin <erwin@hpitx.com>, Roszell Mack III <rmack@mackco.com>
Subject: Removal of Antonio Garza from the Board of Managers of Tricolor Holdings

Tony-
Please find attached a copy of a Consent executed by Ganas Investors, LLC, the majority member of Tricolor Holdings, LLC, removing you as a member of the Tricolor Holdings, LLC Board of Managers. The removal is effective immediately upon the execution of the Consent. Please be advised that, by virtue of your removal as a Board Member, you are no longer authorized to act for or on behalf of Tricolor, the Board, or the Compensation Committee.
Please direct any questions you might have regarding the matters set forth in the Consent to me.
Sincerely,
Daniel Chu

CONSENT TO REMOVAL OF ANTONIO GARZA

ON THIS THE 27TH DAY OF DECEMBER 2023, effective immediately, the undersigned Member of Tricolor Holdings, LLC, constituting a majority of interests entitled to vote on the matters herein pursuant to the Section 4.13 of the Fifth Amended and Restated Limited Liability Agreement of Tricolor Holdings, LLC (the "LLC Agreement") hereby consents to the following:

WHEREAS Antonio Garza ("Garza") is a member of the Board of Managers of Tricolor Holdings, LLC, and has served in such capacity since his appointment on or about October 1, 2020; and

NOW, THEREFORE, BY AND THROUGH THIS CONSENT OF THE MAJORITY OF THE MEMBER INTERESTS OF TRICOLOR HOLDINGS, LLC, the following actions are hereby taken, effective immediately.

Mr. Garza is hereby removed as a member of the Board of Managers of Tricolor Holdings, LLC.

Pursuant to Section 4.13 of the LLC Agreement, notice of this Consent is hereby provided to all of the Members of Tricolor Holdings, LLC, and shall be filed with the minutes of proceedings of such Members.

SIGNED AND CONSENT TO this 27th day of December 2023.

GANAS INVESTORS, LLC.

By: Daniel Chu
Its: Manager

Exhibit 26

Minutes of a Regular Meeting
of the Board of Managers of
Tricolor Holdings LLC

February 12, 2025 (and continuing on February 19, 2025)

A Regular Meeting (the "Meeting") of the Board of Directors ("the Board") of Tricolor Holdings LLC, Delaware limited liability company ("Tricolor" or the "Company"), convened on February 12, 2025 at 9:00 am CT, and was continued on February 19, 2025 at 4:00 pm CT.

The following members of the Board attended the Meeting: (1) Daniel Chu (the "Chair"); (2) Dick Anderson; (3) Derrick Weatherspoon; (4) Kathryn Petralia, (5) Christian Donohue and (6) Stan Erwin and Board Observers (1) Steven G Pelaez, (2) Alex West, (3) Nitin Dahiya, (4) Andrew Bakowski (5) Haidy Malik (6) BlackRock iPhone.

The following also attended the Meeting at the request of the Chair: (1) Jerry Kollar, Chief Financial Officer and Secretary and (2) Artoush Varshosaz, Company counsel with K&L Gates.

The Chair announced that the Meeting had been convened upon proper notice, the Secretary confirmed he was prepared to take minutes of the Meeting, and the Meeting was called to order.

1. Meeting Minutes

The minutes of the meeting of the Board held on October 24, 2024 were presented to the Board for approval. The Board, having acknowledged receipt of the draft minutes in advance of the Meeting and reviewed the minutes prior to the Meeting, made a motion to approve the minutes. The motion was seconded and unanimously carried.

2. Fourth Quarter 2024 Board Presentation

Mr. Chu began the meeting with a context update on macro environmental trends in the wholesale auto and lending environment. Mr. Chu presented the performance summary.

Mr. Chu reviewed key developments in the 4th quarter and recap of historical performance through 2024.

Mr. Chu presented 2024 election impact and the strategies for monitoring key performance indicators.

3. Capital Markets Update – ABS & Equity

Mr. Chu and Mr. Kollar provided background on the debt and equity capital markets process and developments.

4. 4th Quarter and Full Year 2024 Financial Results

Mr. Kollar and Mr. Chu presented the 2024 financial results.

5. New Broad Platform Strategy

Mr. Chu presented the New Platform Strategy to the board. The strategy is to expand Tricolor's strategy to the general market customer and focus on certain Sunbelt states. Members of the board asked various questions and discussion ensued on location, store design/size and competition.

6. Executive Session

Mr. Chu left the meeting and the Board excused the invited guests, except for Mr. Varshosaz, and discussed the proposal for Mr. Chu's bonus and compensation. A discussion ensued among the Board, with each member engaging in discussions regarding prior compensation for the CEO, prior compensation committee data and process to obtain such data, structure previously discussed by the Board to provide Mr. Chu a bonus in the event a particular transaction was effected by the Company, and materials presented by Mr. Chu in connection with this meeting and prior interactions with the Board regarding CEO compensation packages.

The Board had a few open items it wanted to better understand related to Mr. Chu's proposed compensation and bonus arrangements and to review additional information from the Company's prior compensation consultant, Meridian, in connection with its market analysis for CEO compensation. Consequently, the board held the meeting in recess while information related to these additional items was further understood.

The Board (other than Mr. Chu) reconvened its discussions on February 19, 2025, at 4:00 pm CT. Present for the discussions were Dick Anderson, Derrick Weatherspoon, Kathryn Petralia, Christian Donohue, Stan Erwin, and Artoush Varshosaz. The Board discussed compensation levels awarded to the CEO in prior years, the Company's access to available cash during those years, information shared by Mr. Chu relating to his historical and proposed compensation, previous analysis from Meridian, and the Company's overall performance on a multi-year basis. The Board also discussed the lack of an equity grant in recent years in favor of the CEO, as well as the potential value of different types of equity grants had they been issued earlier. The Board considered information provided by Mr. Chu and Mr. Kollar regarding the Company's current cash position and potential impact on operations as a result of Mr. Chu's compensation and possible bonus payments.

The Board further considered information from the Company's auditor, Grant Thornton, shared separately with Mr. Chu, Ms. Petralia, and Mr. Varshosaz regarding the auditor's view that a promissory note with Mr. Chu as a mechanism to facilitate a bonus to him would have a neutral impact on the Company's earnings in the year in which the funds are extended. The Board also discussed a prior framework it offered the CEO that would allow for a bonus tethered to the Company experiencing a sale transaction. Although no such transaction has yet taken place, the Board noted that the Company, though other capital transactions, was nevertheless able to obtain non-dilutive cash to support further growth.

After discussion, the Board concluded that the CEO was not appropriately paid in prior years, and it was in the best interest of the Company and its members to help retain and further motivate the CEO by catching up his compensation. The Board also believed that, even though a transaction it previously contemplated had not occurred, the net effect of other transactions provided the necessary capital for the company. For these reasons and others, the Board believes a bonus to the CEO was appropriate and in the best interest of the Company and its members.

A discussion further ensued as to the appropriate amount of the bonus. The Board specifically discussed the original proposal from the CEO that was provided in advance of the Board meeting, as well as subsequent modifications requested by the CEO in the days while the meeting was in recess. Mr. Weatherspoon and Mr. Donahue noted that, while they generally support the notion of a bonus and specifically stated that they would not stand in the way of it, they would abstain from voting on the amount and look to the other Board members to determine the appropriate amount.

Having considered the information and engaged in an informed discussion regarding the issues, the Board moved to approve, voted for, and approved the following actions:

- **2024 Bonus**. The Board unanimously approved awarding Mr. Chu $2,000,000 as a bonus related to 2024 performance.
- **2025 Base Salary**. The Board unanimously approved awarding Mr. Chu $2,000,000 as his base salary for the year 2025 and going forward.
- **2025 Bonus**. The Board unanimously approved awarding Mr. Chu a potential bonus (in addition to his then current base salary) of up to $2,000,000 in 2025 and each year going forward, as determined by and in the discretion of the Board, subject to a mutually agreeable employment agreement with Mr. Chu.
- **Long Term Incentive Compensation**. The Board unanimously approved awarding Mr. Chu a one-time (*i.e.*, not an annual grant) management incentive "profit interest" grant equal to 200 basis points of the Company outstanding equity shares, calculated on a fully diluted basis, with a hurdle amount to be determined by a current 409A valuation and on terms that are customary and consistent with prior management incentive "profit interest" grants issued by the Company to its senior executives. The Board further decided that such equity grant should vest over a four-year period in the manner set forth in the applicable award agreement.
- **Special Bonus**. The Board approved awarding Mr. Chu a one-time bonus (*i.e.*, not an annual bonus) in an amount between $13,000,000–$15,000,000, as determined by Mr. Erwin following his upcoming discussions with Mr. Chu, which amount shall be reduced by the aggregate amount of $1,443,057 that Mr. Chu currently owes the Company (as reflected in the amended promissory note previously approved by the Board) (the "**Special Bonus**"). Voting in favor were Mr. Anderson, Ms. Petralia, and Mr. Erwin. Mr. Weatherspoon and Mr. Donahue abstained from the vote on the amount and deferred to the approval given by Mr. Anderson, Ms. Petralia, and Mr. Erwin. No votes were against.
- **Promissory Note**. The Board unanimously approved effecting the Special Bonus to Mr. Daniel Chu through a cash distribution of $11,556,943–$13,556,943, as determined by Mr. Erwin following his upcoming discussions with Mr. Chu, which amounts account for Mr. Chu's full repayment and satisfaction of the aggregate amount of $1,443,057 that Mr. Chu currently owes the Company, in exchange for an executed promissory note issued by

Mr. Chu in favor of the Company in the aggregate amount of $13,000,000–$15,000,000, as determined by Mr. Erwin following his upcoming discussions with Mr. Chu ("**Note**"), subject to the following terms:

- The Note shall be drafted by the Company's counsel and reviewed by the Company's auditors;
- The Note shall be payable prior to or at the time of a change of control or other substantial capital event for the Company (including, for example, from any bonus issued to Mr. Chu at the time of such change of control or substantial capital event which would be netted against the Note), and interest will accrue, if not otherwise paid, to its maturity date which shall not be longer than three years;
- The Note shall be secured by Mr. Chu's equity interests in the Company;
- The Special Bonus should not be paid to Mr. Chu unless and until the execution of both (i) a mutually agreeable employment agreement, and (ii) the Note; and
- The Special Bonus shall supersede and nullify any prior "true up" or "transaction bonus" considered by the Board in favor of Mr. Chu. More specifically, the "transaction bonus" considered by the board in late 2023 and early 2024, and related equity grants if no transaction took effect, have been rescinded and superseded by the Special Bonus.

The Board discussed whether the Note as a vehicle to effect a Special Bonus, and the other related transactions with Mr. Chu, would be considered a "transaction" with a "Related Party" subject to Section 4.14 of the Company's Fifth Amended and Restated Limited Liability Company Agreement (the "LLC Agreement"). The Company believes that the Special Bonus and Note are methods of compensation and not subject to any consent rights under the LLC Agreement.

For the avoidance of doubt, however, Mr. Weatherspoon and Mr. Donahue, as Members of the Board and as authorized representatives of the holders of a majority of the Senior Preferred Units, agreed to provide written consent on behalf of the holders of a majority of the Senior Preferred Units to such Special Bonus and Note.

Further, in accordance with Section 4.14(a)(vii) of the LLC Agreement, Mr. Anderson, Ms. Petralia, and Mr. Erwin, who were determined to be disinterested members of the Board, believe the terms of the Special Bonus and Note are fair and reasonable, and no less favorable to the Company than would be obtained in an arm's length transaction with a non-affiliate, particularly given Mr. Chu's track record of success and capabilities to deliver maximum value for the Company and its stakeholders going forward and, as reflected by their respective signatures in the attachment to these minutes, acknowledge the same in writing as contemplated by Section 4.14(a)(vii).

Mr. Varshosaz is instructed to prepare any other documents as may be necessary to facilitate the aforementioned decisions by the Board.

7. Adjournment

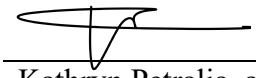
The Board adjourned the Meeting.

For the General Meeting:



Jerry Kollar, CFO and Secretary

For the Executive Sessions:



Kathryn Petralia, as Chair of the Audit Committee

Attachment to Minutes of Board of Managers

The undersigned, all of whom attended and participated in the meeting of the Board of Managers (the "Board") of Tricolor Holdings, LLC (the "Company") held on February 12, 2025, and reconvened on February 19, 2025 (together, the "Meeting"), (i) hereby confirm that with respect to the "Special Bonus" and the "Note" referred to in the attached minutes of the Meeting, the undersigned are "disinterested" members of the Board within the meaning of Section 4.14(a)(vii) of the Company's Fifth Amended and Restated Limited Liability Company Agreement dated as of December 30, 2021, and (ii) state that to the extent that the Special Bonus, the Note, and any incidental matters related thereto (collectively, the "Special Bonus and Note Transactions") are deemed to be transactions of the Company with a "Related Party" for purposes of Section 4.14(a)(vii), (a) the undersigned hereby approve the Special Bonus and Note Transactions, and (b) the undersigned hereby confirm that they have determined that the Special Bonus and Note Transactions are on fair and reasonable terms that are no less favorable to the Company than would be obtained in an arm's length transaction with a non-affiliate.

Dick Anderson

Kathryn Petralia

Stan Erwin

EXHIBIT

Board of Directors Meeting
February 12, 2025
9 am-11:30 am (All times CST)

9:00 am	Welcome and Call to Order Approval of Prior Minutes Q4-2024 Board Deck-Daniel Chu, CEO Context Performance Summary Operational Performance: Sales/Originations Operational Performance: Portfolio Capital Markets Update-ABS Election/Immigration Impact and Strategy Loan Management System Q4-2024 Financial Performance-Jerry Kollar, CFO New Broad Platform Strategy-Daniel Chu
11:00 am	Executive Session Board Vote on Chu Bonus
11:30 am	Adjournment

Exhibit 27

Message

From: Daniel Chu [dchu@tricolor.com]
Sent: 9/2/2025 12:09:09 AM
To: Erma Gonzalez [e.gonzalez@tricolorauto.com]
CC: Lionila Gonzalez [lgonzalez@tricolor.com]
Subject: Re: AMEX
Attachments: DC AUG 2025 coded.xlsx



Daniel Chu
Founder & CEO | Tricolor Holdings
dchu@tricolor.com | www.tricolor.com

6021 Connection Drive, 4th Floor
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M: 214.534.3600



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From: Erma Gonzalez <e.gonzalez@tricolorauto.com>
Date: Friday, August 29, 2025 at 2:26 PM
To: Daniel Chu <dchu@tricolor.com>
Cc: Lionila Gonzalez <lgonzalez@tricolor.com>
Subject: AMEX

Good afternoon Daniel,

Can you please help me with the August AMEX?
Thank you.



Erma Gonzalez
AP Credit Card Administrator | Tricolor Holdings
e.gonzalez@tricolorauto.com | www.tricolor.com

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Transaction Date	Transaction Amount USD	Transaction Description 1	GL Code
07/16/2025	59.95	AA WIFI AA WIFI PHOENIX AZ	4
07/02/2025	1,136.62	ACCENT GALLERY & FRA DALLAS TX	5
06/30/2025	4,086.43	ACCENT GALLERY & FRA DALLAS TX	5
07/21/2025	99.95	ADDMOREFUNDS.COM GAINESVILLE FL	4
07/15/2025	3,103.93	AIRBNB * HMT93JDM9T SAN FRANCISCO CA	8
07/26/2025	11.99	ALIVECOR MOUNTAIN VIEW CA	4
07/26/2025	11.99	ALIVECOR MOUNTAIN VIEW CA	4
07/23/2025	81.1	AMAZON MKTPL*6I16K5Q AMZN.COM/BILL WA	5
07/19/2025	12.42	AMAZON MKTPL*7I8ZX6N AMZN.COM/BILL WA	5
07/27/2025	602.27	AMAZON MKTPL*9I0UR0N AMZN.COM/BILL WA	5
07/16/2025	33.67	AMAZON MKTPL*FJ1PY9G AMZN.COM/BILL WA	5
07/18/2025	357.92	AMAZON MKTPL*I21JV5G AMZN.COM/BILL WA	5
07/20/2025	168.47	AMAZON MKTPL*J066O52 AMZN.COM/BILL WA	5
07/22/2025	80	AMAZON MKTPL*J77143V AMZN.COM/BILL WA	5
07/26/2025	50.51	AMAZON MKTPL*LN0WF5Z AMZN.COM/BILL WA	5
07/03/2025	33.04	AMAZON MKTPL*N344J3U AMZN.COM/BILL WA	5
07/05/2025	34.65	AMAZON MKTPL*N362A69 AMZN.COM/BILL WA	5
06/26/2025	2,766.13	AMAZON MKTPL*N36NE9V AMZN.COM/BILL WA	5
07/03/2025	108.49	AMAZON MKTPL*N38W90I AMZN.COM/BILL WA	5
07/05/2025	58.65	AMAZON MKTPL*N39MQ1K AMZN.COM/BILL WA	5
07/08/2025	158.4	AMAZON MKTPL*NL3C14G AMZN.COM/BILL WA	5
07/08/2025	77.98	AMAZON MKTPL*NL3R672 AMZN.COM/BILL WA	5
07/11/2025	82.66	AMAZON MKTPL*NL53T6Y AMZN.COM/BILL WA	5
07/05/2025	21.2	AMAZON MKTPL*NL5KC00 AMZN.COM/BILL WA	5
07/05/2025	34.65	AMAZON MKTPL*NL5S540 AMZN.COM/BILL WA	5
07/06/2025	35.23	AMAZON MKTPL*NL6QE9Z AMZN.COM/BILL WA	5
07/06/2025	176	AMAZON MKTPL*NL7MU8A AMZN.COM/BILL WA	5
07/06/2025	712.29	AMAZON MKTPL*NL96U2Y AMZN.COM/BILL WA	5
07/24/2025	35.69	AMAZON MKTPL*NO6NN4C AMZN.COM/BILL WA	5
06/29/2025	155.83	AMAZON MKTPL*NQ2TK6I AMZN.COM/BILL WA	5
06/29/2025	26.59	AMAZON MKTPL*NQ37G6I AMZN.COM/BILL WA	5
06/28/2025	105.28	AMAZON MKTPL*NQ5ML26 AMZN.COM/BILL WA	5

DANIEL CODING

1	MEALS & ENTERTAINMENT	7012-000
2	TRAVEL	7009-000
3	FUEL	7005-000
4	DATA PROCESSING	7530-000
5	OFFICE SUPPLIES	7570-000
6	FIXED ASSETS	1520-000
7	TELEPHONE	7560-000
8	PERSONAL	1920-001
9	VEHICLE MAINTENANCE	7586-000
10	TRAINING	7022-000
11	RELOCATION-DC	7012-001
12	RELOCATION/TRANSITION	
13	CREDIT REPORTING	
14	POSTAGE-FREIGHT	7555-000
15	MARKETING-PROMOTIONS	7002-000
16	DUES, MEMBERSHIPS & SUBSCRIPTIONS	7545-000

06/28/2025	281.39	AMAZON MKTPL*NQ8V446	AMZN.COM/BILL	WA	5
07/13/2025	143.16	AMAZON MKTPL*NR9PE3A	AMZN.COM/BILL	WA	5
07/27/2025	224.29	AMAZON MKTPL*O954P2W	AMZN.COM/BILL	WA	5
07/19/2025	38.95	AMAZON MKTPL*Q95OT4L	AMZN.COM/BILL	WA	5
07/14/2025	314.85	AMAZON MKTPL*QR5QB16	AMZN.COM/BILL	WA	5
07/19/2025	210.58	AMAZON MKTPL*VV1SV9R	AMZN.COM/BILL	WA	5
07/27/2025	31.58	AMAZON MKTPL*WP9L674	AMZN.COM/BILL	WA	5
07/17/2025	426.3	AMAZON MKTPL*XV9QJ73	AMZN.COM/BILL	WA	5
07/14/2025	2,204.53	AMAZON MKTPL*ZT4S01U	AMZN.COM/BILL	WA	5
07/18/2025	-658.48	AMAZON MKTPLACE PMTS	SEATTLE	WA	5
07/15/2025	812.1	AMAZON MKTPLACE PMTS	SEATTLE	WA	5
07/14/2025	-812.1	AMAZON SHOP WITH POINTS CREDIT			5
07/12/2025	413.9	AMAZON.COM*NR34S6CL1	AMZN.COM/BILL	WA	5
07/19/2025	51.59	AMAZON.COM*ZX0YT6XH3	AMZN.COM/BILL	WA	5
07/19/2025	-76.06	AMERICAN AIRLINES	800-433-7300	TX	2
06/28/2025	43.09	AMERICAN AIRLINES	800-433-7300	TX	2
07/25/2025	1,757.96	American Airlines	FT WORTH	TX	2
07/25/2025	1,757.96	American Airlines	FT WORTH	TX	2
07/24/2025	294.5	American Airlines	FT WORTH	TX	2
07/18/2025	104.77	American Airlines	FT WORTH	TX	2
07/18/2025	36	American Airlines	FT WORTH	TX	2
07/08/2025	1,414.96	American Airlines	FT WORTH	TX	2
07/06/2025	86.91	American Airlines	FT WORTH	TX	2
07/06/2025	399.19	American Airlines	FT WORTH	TX	2
07/06/2025	76.06	American Airlines	FT WORTH	TX	2
07/06/2025	273.48	American Airlines	FT WORTH	TX	2
07/06/2025	62.28	American Airlines	FT WORTH	TX	2
07/03/2025	1,410.69	American Airlines	FT WORTH	TX	2
07/02/2025	2,148.97	American Airlines	FT WORTH	TX	2
06/30/2025	34.87	American Airlines	FT WORTH	TX	2
06/29/2025	555.49	American Airlines	FT WORTH	TX	2
06/29/2025	24.17	American Airlines	FT WORTH	TX	2
06/29/2025	605.49	American Airlines	FT WORTH	TX	2
06/29/2025	142.74	American Airlines	FT WORTH	TX	2
06/29/2025	142.74	American Airlines	FT WORTH	TX	2
07/09/2025	450	ANGELOS ITALIAN RST	ASPEN	CO	1
07/16/2025	76.77	APPLE STORE R108 R10	LOS ANGELES	CA	5
07/27/2025	22.69	APPLE.COM/BILL	CUPERTINO	CA	4
07/24/2025	11.9	APPLE.COM/BILL	CUPERTINO	CA	4
07/23/2025	14.06	APPLE.COM/BILL	CUPERTINO	CA	4
07/23/2025	42.17	APPLE.COM/BILL	CUPERTINO	CA	4
07/23/2025	14.84	APPLE.COM/BILL	CUPERTINO	CA	4
07/18/2025	11.9	APPLE.COM/BILL	CUPERTINO	CA	4
07/17/2025	47.59	APPLE.COM/BILL	CUPERTINO	CA	4
07/17/2025	72.51	APPLE.COM/BILL	CUPERTINO	CA	4
07/13/2025	36.74	APPLE.COM/BILL	CUPERTINO	CA	4
07/09/2025	45.4	APPLE.COM/BILL	CUPERTINO	CA	4
07/08/2025	10.81	APPLE.COM/BILL	CUPERTINO	CA	4
07/05/2025	9.19	APPLE.COM/BILL	CUPERTINO	CA	4

07/05/2025	9.19	APPLE.COM/BILL	CUPERTINO	CA	4
07/05/2025	9.19	APPLE.COM/BILL	CUPERTINO	CA	4
07/02/2025	57.35	APPLE.COM/BILL	CUPERTINO	CA	4
07/01/2025	40.03	APPLE.COM/BILL	CUPERTINO	CA	4
06/30/2025	9.99	APPLE.COM/BILL	CUPERTINO	CA	4
06/29/2025	37.83	APPLE.COM/BILL	CUPERTINO	CA	4
06/28/2025	54.1	APPLE.COM/BILL	CUPERTINO	CA	4
07/10/2025	74.69	APPLE.COM/US	CUPERTINO	CA	4
07/09/2025	539.09	APPLE.COM/US	CUPERTINO	CA	4
07/23/2025	150	ASPEN LUXU ASPEN LUX	ASPEN	CO	8
07/21/2025	150	ASPEN LUXU ASPEN LUX	ASPEN	CO	8
07/20/2025	150	ASPEN LUXU ASPEN LUX	ASPEN	CO	8
07/15/2025	150	ASPEN LUXU ASPEN LUX	ASPEN	CO	8
07/11/2025	150	ASPEN LUXU ASPEN LUX	ASPEN	CO	8
07/07/2025	150	ASPEN LUXU ASPEN LUX	ASPEN	CO	8
07/06/2025	150	ASPEN LUXU ASPEN LUX	ASPEN	CO	8
07/03/2025	840	ASPEN LUXU ASPEN LUX	ASPEN	CO	8
07/07/2025	2,342.34	ATT* BILL PAYMENT	DALLAS	TX	7
07/27/2025	1,380.51	ATT*BUS PHONE PMT	DALLAS	TX	7
07/22/2025	463.77	AUCTANE, INC.	EL SEGUNDO	CA	1
07/26/2025	16.18	AUDIBLE*R08SX1GL3	AMZN.COM/BILL	NJ	4
07/27/2025	34.99	BLOOMBERG* 24882610	NEW YORK	NY	4
07/01/2025	16.18	BT*AUDIOBOOKS.COM	PRINCE FREDERCK	MD	4
07/28/2025	11.3	BT*WAYMO	MOUNTAIN VIEW	CA	2
07/28/2025	13.46	BT*WAYMO	MOUNTAIN VIEW	CA	2
07/24/2025	10.93	BT*WAYMO	MOUNTAIN VIEW	CA	2
07/23/2025	11.51	BT*WAYMO	MOUNTAIN VIEW	CA	2
07/20/2025	21.78	BT*WAYMO	MOUNTAIN VIEW	CA	2
07/20/2025	12.36	BT*WAYMO	MOUNTAIN VIEW	CA	2
07/19/2025	21.38	BT*WAYMO	MOUNTAIN VIEW	CA	2
07/18/2025	11.78	BT*WAYMO	MOUNTAIN VIEW	CA	2
07/26/2025	772.5	CASH APP*DANIEL PETT	Oakland	CA	1
07/20/2025	412	CASH APP*DANIEL PETT	Oakland	CA	1
06/30/2025	30.9	CASH APP*ISABELLA KE	Oakland	CA	2
07/09/2025	20.6	CASH APP*JEFF VALET	Oakland	CA	1
07/13/2025	412	CASH APP*NATHAN BAIL	Oakland	CA	2
07/12/2025	412	CASH APP*NATHAN BAIL	Oakland	CA	2
07/23/2025	41.2	CASH APP*SUNNI ALI	Oakland	CA	2
07/22/2025	41.2	CASH APP*SUNNI ALI	Oakland	CA	2
07/13/2025	603.87	CATCH STEAK ASPEN 14	ASPEN	CO	1
07/03/2025	83.15	CCI*CARE.COM	737-202-3114	MA	8
07/20/2025	59	CLASSPASS* MONTHLY	MISSOULA	MT	8
07/03/2025	25	CMG MEMBERSHIP	CARY	NC	8
07/25/2025	1	CONTEXTIAL INC	DOVER	DE	8
07/01/2025	540	CORE: NEW YORK	NEW YORK	NY	1
06/30/2025	18,000.00	CORE: NEW YORK	NEW YORK	NY	1
07/27/2025	1,294.00	CUBESMART 492 436845	DALLAS	TX	11
07/25/2025	325	CUBESMART 492 436845	DALLAS	TX	11
07/14/2025	982	CUBESMART 492 436845	DALLAS	TX	11

07/04/2025	433	CUBESMART 492 436845	DALLAS	TX	11
06/30/2025	21.64	D J*BARRONS	800-544-0422	NJ	5
07/23/2025	42.21	D J*WSJ	800-568-7625	NJ	5
07/06/2025	32.51	DALLAS MORNING NEWS	800-925-1500	TX	5
06/29/2025	32.51	DALLAS MORNING NEWS	800-925-1500	TX	5
07/22/2025	9.99	DD *DOORDASHDASHPASS	SAN FRANCISCO	CA	2
07/03/2025	9.99	DD *DOORDASHDASHPASS	SAN FRANCISCO	CA	2
07/12/2025	1,188.97	DELTA AIR LINES	ATLANTA	US	2
07/19/2025	57.56	DROPBOX*ZPBVWV9977RY	SAN FRANCISCO	CA	4
07/13/2025	1	EQUIFAX 8666402273	866-640-2273	GA	8
07/24/2025	244.65	EQUINOX #105	NEW YORK	NY	1
07/23/2025	290	EQUINOX #105	NEW YORK	NY	1
07/09/2025	230.4	EQUINOX HOLDINGS INC	NEW YORK	NY	1
07/17/2025	72.04	EREWHON BEVERLY HILL	BEVERLY HILLS	CA	2
07/21/2025	237.77	FAIRMONT CENTURY PLA	LOS ANGELES	CA	2
07/21/2025	722.44	FAIRMONT CENTURY PLA	LOS ANGELES	CA	2
07/18/2025	-544.48	FAIRMONT CENTURY PLA	LOS ANGELES	CA	2
07/18/2025	338.77	FAIRMONT CENTURY PLA	LOS ANGELES	CA	2
07/03/2025	32.46	FLOHOOPS.COM	AUSTIN	TX	8
07/08/2025	33	FORMSWIFT.COM/CHARGE	SAN FRANCISCO	CA	4
07/17/2025	28.05	FOUR SEASON THE BLVD	BEVERLY HILLS	CA	2
07/17/2025	154.79	FOUR SEASON THE BLVD	BEVERLY HILLS	CA	2
07/17/2025	720	FOUR SEASONS BVRLY S	BEVERLY HILLS	CA	2
07/13/2025	109.31	FUBOTV INC	NEW YORK	NY	4
07/10/2025	8,751.00	GARFIELD AND HECHT P	ASPEN	CO	8
07/19/2025	1,080.34	GETTYIMAGES 524650	NEW YORK	NY	15
07/04/2025	876.83	GETTYIMAGES 524650	NEW YORK	NY	15
07/02/2025	53.04	GETTYIMAGES 524650	NEW YORK	NY	15
07/02/2025	159.12	GETTYIMAGES 524650	NEW YORK	NY	15
07/02/2025	1,753.66	GETTYIMAGES 524650	NEW YORK	NY	15
07/01/2025	483.88	GETTYIMAGES 524650	NEW YORK	NY	15
07/15/2025	3,258.37	GLF*NELSONGOLFSPORTS	IRVING	TX	1
07/27/2025	10.65	GOOGLE *GOOGLE ONE	G.CO/HELPPAY#	CA	4
07/07/2025	2.12	GOOGLE *GOOGLE ONE	G.CO/HELPPAY#	CA	4
07/08/2025	16.99	GOOGLE *WM MAX LLC	G.CO/HELPPAY#	CA	4
07/08/2025	16.99	GOOGLE *WM MAX LLC	G.CO/HELPPAY#	CA	4
07/20/2025	82.99	GOOGLE *YOUTUBE TV	G.CO/HELPPAY#	CA	4
07/16/2025	292.38	HINOKI & THE BIRD	LOS ANGELES	CA	2
07/17/2025	20.56	HLU*HULUPLUS	HULU.COM/BILL	CA	4
07/24/2025	4,038.00	HOLDERNESS & BOURNE,	ARMONK	NY	5
07/23/2025	4,239.50	HOLDERNESS & BOURNE,	ARMONK	NY	5
07/24/2025	46.55	HONOR BAR 214.780.09	DALLAS	TX	1
07/10/2025	46.55	HONOR BAR 214.780.09	DALLAS	TX	1
06/29/2025	6,648.96	HOTELCOM731575787082	HOTELS.COM	WA	2
07/02/2025	249.62	HOTELCOM731612412446	HOTELS.COM	WA	2
07/10/2025	3,514.90	HOTELCOM731697139336	HOTELS.COM	WA	2
07/10/2025	1,477.67	HOTELCOM731697152902	HOTELS.COM	WA	2
07/10/2025	1,573.70	HOTELCOM731697162582	HOTELS.COM	WA	2
07/11/2025	455.07	HOTELCOM731707698732	HOTELS.COM	WA	2

07/24/2025	1,345.62	HOTELCOM731841598916	HOTELS.COM	WA		2
07/23/2025	92.08	HP CLUB PARTNER LLC	DALLAS	TX		8
07/26/2025	104.99	HULU	SANTA MONICA	CA		4
07/14/2025	95.25	HULU	SANTA MONICA	CA		4
07/21/2025	9.99	IC* INSTACART*SUBSCR	SAN FRANCISCO	CA		4
07/16/2025	159.89	IMDBPRO	206-266-2425	WA		4
07/10/2025	23.4	JAM + TOAST - IRVING	IRVING	TX		1
07/09/2025	23.4	JAM + TOAST - IRVING	IRVING	TX		1
07/08/2025	23.4	JAM + TOAST - IRVING	IRVING	TX		1
07/11/2025	187.73	JIMMY JOHNS - 2381 0	RADFORD	VA		8
07/28/2025	3,191.10	MADISON SEATING	LAWRENCE	NY		5
07/19/2025	30.99	MIAMI HERALD SUBSCRI	SACRAMENTO	CA		5
07/25/2025	25,549.00	MONARCH AIR GROUP LL	FORT LAUDERDA	FL		1
07/11/2025	24,024.00	MONARCH AIR GROUP LL	FORT LAUDERDA	FL		1
07/10/2025	22,365.00	MONARCH AIR GROUP LL	FORT LAUDERDA	FL		1
07/19/2025	377.95	MPIX	PITTSBURG	KS		5
07/03/2025	24.95	MYPERFECTRESUME.COM	855-213-0348			8
07/18/2025	4.48	NAME-CHEAP.COM* 0Z6V	PHOENIX	AZ		4
07/17/2025	7.88	NAME-CHEAP.COM* EHLX	PHOENIX	AZ		4
07/07/2025	4.48	NAME-CHEAP.COM* K9YQ	PHOENIX	AZ		4
07/05/2025	11.9	NAPSTER I RHAPSODY	206-707-8100	WA		4
07/09/2025	27.05	NETFLIX.COM	LOS GATOS	US		4
07/09/2025	8.65	NETFLIX.COM	LOS GATOS	US		4
07/23/2025	27.05	NETFLIX.COM	NETFLIX.COM	CA		4
07/08/2025	667.69	NICK & SAM'S STEAKHO	DALLAS	TX		1
07/18/2025	10	NOW WIFI PASS	TROY	NY		4
07/23/2025	729.45	NURI STEAKHOUSE 2401	DALLAS	TX		1
07/05/2025	21.28	NYTIMES*	800-698-4637	NY		5
07/05/2025	162.63	PARK HOUSE - ECOM 00	DALLAS	TX		1
06/29/2025	162.63	PARK HOUSE - ECOM 00	DALLAS	TX		1
07/19/2025	32.47	PAYPAL *CNBCSUBSCRI	2017353514	NJ		4
07/08/2025	39.99	PAYPAL *COURSIV H5QH	2094317745			4
07/27/2025	5,145.30	PAYPAL *DMITRY	4029357733	CA		5
07/17/2025	5,145.30	PAYPAL *DMITRY	4029357733	CA		5
07/09/2025	1,080.75	PAYPAL *DMITRY	4029357733	CA		5
07/12/2025	720.6	PAYPAL *FUNKYDANYO	4029357733	CO		1
07/01/2025	5,000.00	PAYPAL *GRANTHAWKIN	4029357733	TX		5
07/07/2025	938.1	PAYPAL *LEVELGROUPU	3499773464	DE		8
07/11/2025	1,029.30	PAYPAL *MCDSMARTT4	4029357733	TX		5
07/10/2025	242.12	PAYPAL *MCDSMARTT4	4029357733	TX		5
07/01/2025	5,145.30	PAYPAL *SCHERFAMILY	4029357733	TX	legal	
07/19/2025	514.8	PAYPAL *SOCCERELI08	4029357733	TX		11
06/29/2025	617.7	PAYPAL *SOCCERELI08	4029357733	TX		11
07/18/2025	45.61	PAYPAL *UBER	8665761039	CA		2
07/18/2025	49.16	PAYPAL *UBER	8665761039	CA		2
07/17/2025	46.63	PAYPAL *UBER	8665761039	CA		2
07/17/2025	70.18	PAYPAL *UBER	8665761039	CA		2
07/17/2025	52.5	PAYPAL *UBER	8665761039	CA		2
07/17/2025	9.33	PAYPAL *UBER	8665761039	CA		2

07/16/2025	35.98	PAYPAL *UBER	8665761039	CA		2
07/18/2025	37.31	PAYPAL *YAHOO FIN P	4029357733	VA		4
07/21/2025	2,653.28	PAZAR	RADFORD	VA		8
07/18/2025	44	PELOTON* MEMBERSHIP	NEW YORK CITY	NY		1
07/23/2025	30.31	PHILO TV	SAN FRANCISCO	CA		4
07/21/2025	19.99	PLUSHCARE 855-559-22	SAN FRANCISCO	CA		8
07/04/2025	125	PP*ASPEN VALLEY SKI	ASPEN	CO		8
07/23/2025	121.77	PREMIER TRANSPORTATI	DALLAS	TX		2
07/13/2025	3.99	PRIME VIDEO *NR9U51J	888-802-3080	WA		4
07/23/2025	4.99	PRIME VIDEO CHANNELS	AMZN.COM/BILL	WA		4
07/08/2025	6.99	PRIME VIDEO CHANNELS	AMZN.COM/BILL	WA		4
07/02/2025	16.99	PRIME VIDEO CHANNELS	AMZN.COM/BILL	WA		4
06/30/2025	12.99	PRIME VIDEO CHANNELS	AMZN.COM/BILL	WA		4
07/23/2025	6.15	PROPAY*Nuri Steakhou	2148716061	TX		1
07/24/2025	5,544.93	PY *CORE CONSULTING	SAN DIEGO	CA		5
07/09/2025	83.28	R+D DALLAS214.890.79	DALLAS	TX		1
07/08/2025	54.47	R+D DALLAS214.890.79	DALLAS	TX		1
07/12/2025	39.99	ROCKETLAW 877-757-15	SAN FRANCISCO	CA		4
07/05/2025	238.37	SHENANDOAH TELECOMMU	EDINBURG	VA		7
07/20/2025	31.39	SHUTTERSTOCK	NEW YORK	US		4
07/06/2025	31.39	SHUTTERSTOCK	NEW YORK	US		4
07/08/2025	10,064.74	SIGNARAMA 2131837547	CHRISTIANSBRG	VA		5
07/14/2025	220.77	SPECTRUM	855-707-7328	MO		4
07/07/2025	135	SPECTRUM	855-707-7328	MO		4
07/18/2025	110.4	SPI DIRECTV SERVICE	800-531-5000	CA		4
07/14/2025	29.95	SPK*SPOKEO SEARCH	800-699-4264	CA		4
07/13/2025	21.64	SPOTIFY USA	NEW YORK	NY		4
07/25/2025	27.28	SQSP* INV191534293	NEW YORK	NY		5
07/19/2025	5	STREAMABLE.COM	NEW YORK	NY		4
06/30/2025	15,000.00	THE BECKHAM PORTELA	DALLAS	TX	legal	
07/06/2025	245.18	THE BUSINESS JOURNAL	CHARLOTTE	NC		5
07/25/2025	731.01	THE MOORE MIAMI	DALLAS	TX		1
07/23/2025	409.04	THOMPSON DALLAS SPA	DALLAS	TX		1
07/22/2025	409.04	THOMPSON DALLAS SPA	DALLAS	TX		1
07/09/2025	251.96	THOMPSON DALLAS SPA	DALLAS	TX		1
07/17/2025	35.75	TST* AC BBQ 30071766	LOS ANGELES	CA		2
07/17/2025	578.03	TST* AE BH 00124454	BEVERLY HILLS	CA		2
07/10/2025	963.63	TST* BETULA ASPEN 00	ASPEN	CO		2
07/10/2025	2,662.50	TST* BT'S RESTAURANT	RADFORD	VA		8
07/25/2025	378.06	TST* CASA TUA ASPEN	ASPEN	CO		8
07/21/2025	366.04	TST* CASA TUA ASPEN	ASPEN	CO		8
07/19/2025	205.5	TST* CASA TUA ASPEN	ASPEN	CO		8
07/06/2025	1,919.06	TST* CASA TUA ASPEN	ASPEN	CO		1
06/30/2025	844.93	TST* CASA TUA ASPEN	ASPEN	CO		1
07/06/2025	23.99	TST* CREPE SHACK ASP	ASPEN	CO		8
07/21/2025	467.67	TST* MATSUHISA RESTA	ASPEN	CO		1
07/04/2025	1,787.05	TST* MATSUHISA RESTA	ASPEN	CO		1
07/01/2025	518.64	TST* SWAY ASPEN 0015	ASPEN	CO		1
07/14/2025	51.72	TST* THE SNOW LODGE	ASPEN	CO		8

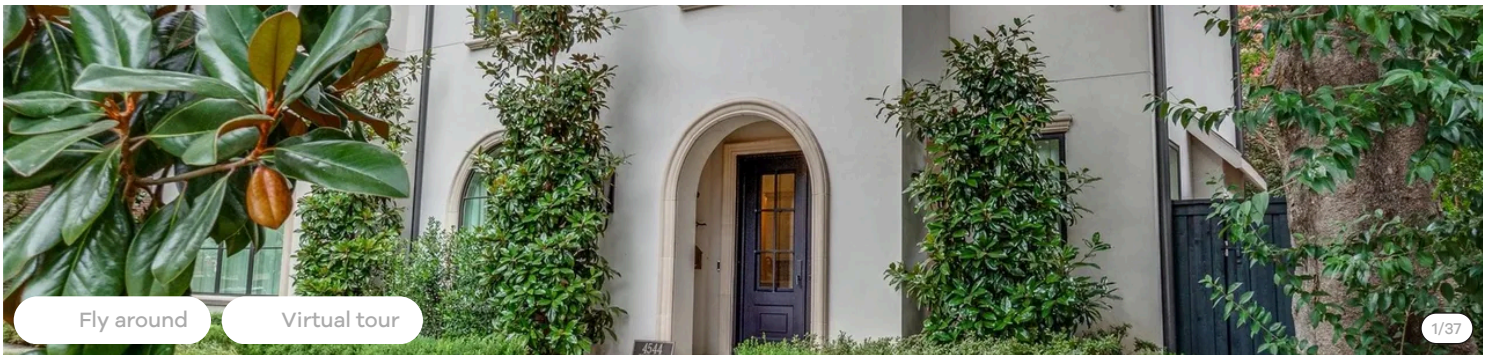
06/29/2025	821.03	TST* WAYAN ASPEN 002	ASPEN	CO	1
07/08/2025	12.79	TWP*SUB69875248	WASHINGTON	DC	8
07/18/2025	25.8	UBER TECHNOLOGIES IN	SAN FRANCISCO	US	2
07/25/2025	36.14	UBER TRIP	HTTPS://HELP.UBER.	CA	2
07/24/2025	7	UBER TRIP	HTTPS://HELP.UBER.	CA	2
07/18/2025	20.44	UBER TRIP	HTTPS://HELP.UBER.	CA	2
07/18/2025	24.49	UBER TRIP	HTTPS://HELP.UBER.	CA	2
07/17/2025	47.83	UBER TRIP	HTTPS://HELP.UBER.	CA	2
07/11/2025	44.61	UBER TRIP	HTTPS://HELP.UBER.	CA	2
06/30/2025	36.07	UBER TRIP	HTTPS://HELP.UBER.	CA	2
07/24/2025	235.74	ULINE SHIP SUPPLIES	800-295-5510	WI	11
06/28/2025	347.9	ULINE SHIP SUPPLIES	800-295-5510	WI	11
07/17/2025	-363.48	UNITED AIRLINES	HOUSTON	TX	2
07/06/2025	32.24	UNITED AIRLINES	HOUSTON	TX	2
07/06/2025	418.48	UNITED AIRLINES	HOUSTON	TX	2
06/29/2025	726.96	UNITED AIRLINES	HOUSTON	TX	2
07/08/2025	322.01	UPS*	502-485-2222	KY	5
07/08/2025	984.31	USA CARPETS 46168200	DALTON	GA	5
07/25/2025	49	VENNGAGE.COM	MARKHAM		4
07/05/2025	35.17	VMO*VIMEO.COM	NEW YORK	NY	4
07/18/2025	103.43	WEB*NETWORKSOLUTIONS	888-642-9675	FL	4
07/14/2025	11.52	WEB*NETWORKSOLUTIONS	888-642-9675	FL	4
07/13/2025	30.96	WEB*NETWORKSOLUTIONS	888-642-9675	FL	4
07/11/2025	3	WEB*NETWORKSOLUTIONS	888-642-9675	FL	4
07/05/2025	10.99	WEB*NETWORKSOLUTIONS	888-642-9675	FL	4
07/02/2025	13.99	WEB*NETWORKSOLUTIONS	888-642-9675	FL	4
07/03/2025	2,520.88	WF* ALLMODRN44155996	BOSTON	MA	5
07/18/2025	60.28	WH TAVERN 970.925.10	ASPEN	CO	8
07/13/2025	187.39	WH TAVERN 970.925.10	ASPEN	CO	8
07/04/2025	59.95	WIFIONBOARD	CHICAGO	IL	4
07/08/2025	21.28	WWW.PERPLEXITY.AI	SAN FRANCISCO	CA	4
07/01/2025	18.12	ZOOM.COM 888-799-966	SAN JOSE	CA	4
	265,071.33				

Exhibit 28

COMPASS

Back Highland Park, TX

Listed by Katie Chu with Compass RE Texas LLC - Park Cities



Pending

$2,099,999

4 bed **5** bath **3,520** sqft **4,966** sqft lot

4544 Westway Ave, Highland Park, TX 75205 View on map

Est.$14,916/mo Get pre-approved

Add a commute

Elevator | Gourmet kitchen | Game room | Ensuite | Fireplace | Two or more stories

Single family
Property type

162 days
On Realtor.com

$597
Price per sqft

2 Cars
Garage

2020
Year built

Compare my home

497 views | **10** saves

Realtor.com checked: A few minutes ago
Listing last updated: Nov 11, 2025 at 6:28 PM (EST)
Source: NTREIS, MLS #20994515

Open houses

Property details

Monthly payment

Connect with a lender

Veterans & military benefits

Sponsored by Veterans United. NMLS #1907

Property history

+$2,099,999
Since last sold in 2021

$33,188
2024 taxes

5 sales
Since 2007

5 years old
Built in 2020

Price history

Today				
Oct 19, 2025	↓	Price decreased NTREIS	$2,099,999 -$95,001	$597/sqft
Sep 18, 2025	↓	Price decreased NTREIS	$2,195,000 -$55,000	$624/sqft
Aug 20, 2025	↓	Price decreased NTREIS	$2,250,000 -$45,000	$639/sqft
Jul 10, 2025		Listed NTREIS	$2,295,000	$652/sqft
2021				
Jun 22, 2021 60 days after listed		Sold NTREIS	Not disclosed	-
Apr 23, 2021		Listed NTREIS	$1,799,000	$524/sqft

Show more

Tax history

Year	Taxes	Total assessment		Land		Additions
2024	$33,188	$2,063,260	=	$741,600	+	$1,321,660
2023	$31,420	$1,894,520	=	$741,600	+	$1,152,920

2022	$33,536	$1,786,310	=	$642,720	+	$1,143,590
2021	$29,658	$1,499,810	=	$889,200	+	$610,610
2020	$17,977	$889,200	=	$889,200	+	-

Show more

The price and tax history data displayed is obtained from public records and/or MLS feeds from the local jurisdiction. Contact your REALTOR® directly in order to obtain the most up-to-date information available.

Neighborhood & schools Hot market

Environmental risk

Home value

More about this property

Full name required

Email required

Phone required

How can an agent help?

I am interested in 4544 Westway Ave.

I've served in the U.S. military

Email agent

By proceeding, you consent to receive calls and texts at the number you provided, including marketing by autodialer and prerecorded and artificial voice, and email, from realtor.com and others about your inquiry and other home-related matters, but not as a condition of any purchase. More...

Listed by Katie Chu

Brokered by Compass RE Texas LLC - Park Cities

(214) 814-8100

Broker location:	Dallas, TX
Data source:	NTREIS
Source's property ID:	20994515
Data source Copyright:	©2025 North Texas Real Estate Information Systems, Inc. All rights reserved.

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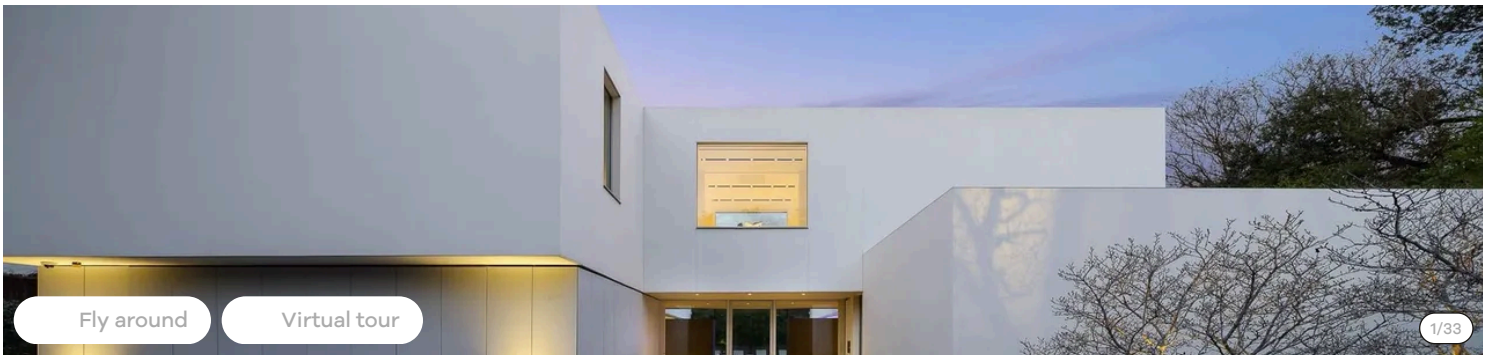
Any mortgage lead generation activity in the state of Connecticut is performed by MSIM, LLC (NMLS #2121192), a subsidiary of Move, Inc.

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Exhibit 29

Back Highland Park, TX

Listed by **Alex Perry** with **ALLIE BETH ALLMAN & ASSOCIATES**



House for sale

$8,990,000

4 bed **4.5** bath **6,544** sqft **0.31** acre lot

4208 Beverly Dr, Highland Park, TX 75205 View on map

Est.$59,231/mo Get pre-approved

Add a commute

Swimming pool | Library | Game room | Den or office | Hardwood floors | Community security features

Single family
Property type

101 days
On Realtor.com

$1,374
Price per sqft

2 Cars
Garage

2023
Year built

Compare my home

796 views | **19** saves

Realtor.com checked: A few minutes ago
Listing last updated: Nov 7, 2025 at 4:18 AM (EST)
Source: NTREIS, MLS #21054376

Open houses

Property details

Monthly payment

Connect with a lender

Veterans & military benefits

Sponsored by Veterans United. NMLS #1907

Property history

+$8,990,000
Since last sold in 2019

$86,604
2024 taxes

8 sales
Since 1990

2 years old
Built in 2023

Price history

Today

Nov 7, 2025	↓ Price decreased NTREIS	$8,990,000 -$1,000,000	$1,374/sqft
Oct 2, 2025	↓ Price decreased NTREIS	$9,990,000 -$1,000,000	$1,527/sqft
Sep 9, 2025	Listed NTREIS	$10,990,000	$1,679/sqft
Aug 9, 2025 172 days after listed	Listing removed NTREIS	Not disclosed	-
Feb 18, 2025	Listed NTREIS	$10,995,000	$1,680/sqft

2019

Feb 19, 2019 279 days after listed	Sold NTREIS	Not disclosed	-

Show more

Tax history

Year	Taxes	Total assessment		Land		Additions
2024	$86,604	$5,384,010	=	$3,865,410	+	$1,518,600
2023	$76,280	$4,599,440	=	$3,332,250	+	$1,267,190

2022	$73,671	$3,924,040	=	$2,665,800	+	$1,258,240
2021	$49,040	$2,479,990	=	$1,799,420	+	$680,570
2020	$36,379	$1,799,420	=	$1,799,420	+	-

Show more

The price and tax history data displayed is obtained from public records and/or MLS feeds from the local jurisdiction. Contact your REALTOR® directly in order to obtain the most up-to-date information available.

Neighborhood & schools Hot market

Environmental risk

Home value

More about this property

Full name required

Email required

Phone required

How can an agent help?

I am interested in 4208 Beverly Dr.

I've served in the U.S. military

Email agent

By proceeding, you consent to receive calls and texts at the number you provided, including marketing by autodialer and prerecorded and artificial voice, and email, from realtor.com and others about your inquiry and other home-related matters, but not as a condition of any purchase. More...

Listed by Alex Perry

Brokered by ALLIE BETH ALLMAN & ASSOCIATES

(214) 521-7355

Broker location:	DALLAS, TX
Data source:	NTREIS
Source's property ID:	21054376
Data source Copyright:	©2025 North Texas Real Estate Information Systems, Inc. All rights reserved.

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Exhibit 30

From: Daniel Chu[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3E4B1BEB200E4F86B70BC5D47B10FB1A-DANIEL CHU]
Sent: Tue 9/16/2025 2:24:14 PM (UTC)
To: Tait Johnson[tait@sharpelaw.com]
Cc: Chuck Sharpe[chuck@sharpelaw.com]; aloewinsohn@mckoolsmith.com[aloewinsohn@mckoolsmith.com]
Subject: Re: Sharpe Law Group - Chu Entity Structure

Please use tricolorchu@gmail.com

Daniel Chu
Founder & CEO | Tricolor Holdings
dchu@tricolor.com | www.tricolor.com

6021 Connection Drive, 4th Floor
Irving, TX 75039

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From: Tait Johnson <tait@sharpelaw.com>
Date: Tuesday, September 16, 2025 at 10:18 AM
To: Daniel Chu <dchu@tricolor.com>
Cc: Chuck Sharpe <chuck@sharpelaw.com>, aloewinsohn@mckoolsmith.com <aloewinsohn@mckoolsmith.com>
Subject: RE: Sharpe Law Group - Chu Entity Structure

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Hi Daniel – Please send me a few entity names to check with the state and the name of your friend in Miami who will serve as Distribution Advisor for the self-settled trusts. Please let us know if you have any questions.

Best,
Tait

TAIT C. JOHNSON, TBLS-BCP
Board Certified Paralegal - Estate Planning & Probate Law

6688 N. Central Expressway | Suite 450 | Dallas, Texas 75206
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From: Tait Johnson
Sent: Monday, September 15, 2025 3:14 PM
To: 'Daniel Chu' <dchu@tricolor.com>
Cc: Chuck Sharpe <chuck@sharpelaw.com>; 'aloewinsohn@mckoolsmith.com' <aloewinsohn@mckoolsmith.com>
Subject: Sharpe Law Group - Chu Entity Structure

Daniel,

Attached is a flow chart illustrating the structure of the plan we discussed during our meeting. It involves the creation of a few trusts and an FLP (discussed below). As a reminder, you can't transfer S-Corp stock to the FLP, so if any of the properties are owned in an LLC that is taxed as an S-Corp, please let us know.

Below is the information about a family limited partnership ("FLP") we discussed. Please let

us know if you have any questions.

Structure

An FLP, as the name suggests, is a partnership and is made up of two types of partners: *general partners* and *limited partners*. The general partner owns minimal interest, if any, and is responsible for exclusive management, operation and control of the business and affairs of the FLP. As the managing partner of the FLP, the *general partner* is the only partner exposed to liability. Therefore, it is common to use a protected entity to serve as the general partner (i.e., an LLC). By utilizing such an entity, clients maintain management of the FLP, but under the veil and protection of the LLC. The *limited partners* have few rights to participate in the regular management of the FLP but maintain the right to receive the pro rata portion of any distributions made to partners.

Limited Liability Company:

The LLC will act as the general partner of the limited partnership. The general partner is the partner who ***controls*** the partnership and is exposed to the liabilities of the partnership. Again, it is common to use a protected entity as the general partner rather than an individual to provide another wall of protection. The information we need to create the LLC is as follows:

1. Name: Can be anything, but the most common names include the word "management" somewhere so that it is easy to differentiate the general partner (the management company) versus the limited partnership (which actually holds the assets). i.e., _____ Management, LLC. However, it doesn't *need* to contain "management" (though it must include "LLC"). **If you can provide us with 2 or 3 name choices, we can check for their availability with the State of Texas.**

2. Managers: These are the people who ***control*** the LLC. Presumably, you will be the Manager.

3. Members: These are the people who ***own*** the LLC. We suggest creating a gift trust for your younger children to be the member of this LLC.

4. Business Address: What address do you want to use as the business address for the LLC? The entity will receive some annual information and forms from the state.

5. Registered Agent and Address: To whom service, mail, etc. is sent (presumably you). The Registered Address cannot be a P.O. Box. This is generally the same as the business address.

Family Limited Partnership:

The FLP is the entity that will actually ***own*** the investment assets. The information we need to create the FLP is as follows:

1. Name: Again, can be anything, but most commonly includes words such as "investments," "holdings," etc. - i.e., _____ Holdings, Ltd. But again, the FLP does not need to contain those words (though it must include "Ltd." or "LP" or the like). **If you can provide us with 2 or 3 name choices, we can check for their availability with the State of Texas.**

2. Limited Partner(s): Similar to a shareholder of a corporation, these are the people who ***own*** the limited partnership interests in the FLP. Limited partners have minimal control and have no right to direct distributions or control management of the FLP assets (as this is controlled by the LLC). We discussed two self-settled trusts for your and Constance's benefit will be the limited partners.

3. Business Address: See above.

4. Registered Agent: see above.

This is an incredibly condensed explanation of the function and structure of an FLP. However, as you can see, there is actually not a lot of information we need from you to begin. Please let me know if you have any questions.

Best,
Tait

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Exhibit 31

From: Daniel Chu[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3E4B1BEB200E4F86B70BC5D47B10FB1A-DANIEL CHU]

Sent: Wed 9/17/2025 8:35:46 AM (UTC)

To: tricolorchu@gmail.com[tricolorchu@gmail.com]

Subject: Florida Homestead Law Guide - Alper Law

https://www.alperlaw.com/florida-asset-protection/florida-homestead-law/

Daniel Chu
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B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)	**ADVERSARY PROCEEDING NUMBER** (Court Use Only)

PLAINTIFFS	**DEFENDANTS**
Anne Elizabeth Burns, as Chapter 7 Trustee for Tricolor Holdings, LLC, et al.	Daniel Chu, Jerome Kollar, David Goodgame, and Ameryn Seibold
ATTORNEYS (Firm Name, Address, and Telephone No.) Charles R. Gibbs; Marcus A. Helt; Grayson Williams; Darren Azman; Jared M. Gerber; Julia M. Beskin McDermott Will & Schulte LLP, 2801 North Harwood Street, Suite 2600, Dallas, Texas 75201 Telephone: (214) 295-8000	**ATTORNEYS** (If Known) John J. Sparacino; Alan Loewinsohn (Chu) McKool Smith, 600 Travis St., Suite 7000, Houston, TX 77002 Telephone: (713) 485-7300 Chris Davis (Kollar) Gray Reed, 1601 Elm St., Suite 4600, Dallas, TX 75201 Telephone: (469) 320-6215
PARTY (Check One Box Only) ☐ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☐ Other ☒ Trustee	**PARTY** (Check One Box Only) ☐ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☒ Other ☐ Trustee

CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)

The Trustee seeks a judgment awarding recovery from Chu, Kollar, Goodgame, and Siebold for (1) fraud, (2) breach of the fiduciary duty of care, (3) breach of the fiduciary duty of loyalty, (4) breach of the Fifth Amended and Restated Limited Liability Agreement, (5) breach of the implied duty of good faith and fair dealing, (6) turnover of estate property pursuant to 11 U.S.C. § 542, (7) avoidance of preferential transfers pursuant to 11 U.S.C. §§ 547(b), 550, (8) actual fraudulent transfer pursuant to 11 U.S.C. §§ 548(a)(1)(A), 544(b), 6 Del. Code § 1304(a)(1), Tex. Bus. & Com. Code § 24.005 (a)(1), (9) avoidance of constructive fraudulent transfer pursuant to 11 U.S.C. §§ 548(a)(1)(B), 544(b), 6 Del. Code § 1304(a)(2), Tex. Bus. & Com. Code § 24.005(a)(2), (10) civil conspiracy, (11) unjust enrichment, (12) constructive trust, and (13) an accounting.

NATURE OF SUIT

(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

FRBP 7001(1) – Recovery of Money/Property
- 2 ☒ 11-Recovery of money/property - §542 turnover of property
- 3 ☒ 12-Recovery of money/property - §547 preference
- 4 ☒ 13-Recovery of money/property - §548 fraudulent transfer
- 5 ☒ 14-Recovery of money/property - other

FRBP 7001(2) – Validity, Priority or Extent of Lien
- ☐ 21-Validity, priority or extent of lien or other interest in property

FRBP 7001(3) – Approval of Sale of Property
- ☐ 31-Approval of sale of property of estate and of a co-owner - §363(h)

FRBP 7001(4) – Objection/Revocation of Discharge
- ☐ 41-Objection / revocation of discharge - §727(c),(d),(e)

FRBP 7001(5) – Revocation of Confirmation
- ☐ 51-Revocation of confirmation

FRBP 7001(6) – Dischargeability
- ☐ 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims
- ☐ 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud
- ☐ 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny

(continued next column)

FRBP 7001(6) – Dischargeability (continued)
- ☐ 61-Dischargeability - §523(a)(5), domestic support
- ☐ 68-Dischargeability - §523(a)(6), willful and malicious injury
- ☐ 63-Dischargeability - §523(a)(8), student loan
- ☐ 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support)
- ☐ 65-Dischargeability - other

FRBP 7001(7) – Injunctive Relief
- ☐ 71-Injunctive relief – imposition of stay
- ☐ 72-Injunctive relief – other

FRBP 7001(8) Subordination of Claim or Interest
- ☐ 81-Subordination of claim or interest

FRBP 7001(9) Declaratory Judgment
- ☐ 91-Declaratory judgment

FRBP 7001(10) Determination of Removed Action
- ☐ 01-Determination of removed claim or cause

Other
- ☐ SS-SIPA Case – 15 U.S.C. §§78aaa *et.seq.*
- 1 ☒ 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

☒ Check if this case involves a substantive issue of state law	☐ Check if this is asserted to be a class action under FRCP 23
☒ Check if a jury trial is demanded in complaint	Demand $ To be determined at trial

Other Relief Sought

Avoidance of transfers; imposing a constructive trust; ordering an equitable accounting; an award of pre- and post-judgment interest; and such other and further relief as this Court deems just and equitable.

B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Tricolor Holdings, Inc.	BANKRUPTCY CASE NO. No. 25-33487 (MVL)	
DISTRICT IN WHICH CASE IS PENDING United States Bankruptcy Court for the Northern District of Texas	DIVISION OFFICE Dallas Division	NAME OF JUDGE Michelle V. Larson
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) */s/ Julia M. Beskin*		
DATE December 19, 2025	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Julia M. Beskin	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and **Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.