

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

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In Re:

Chapter 11

IEH AUTO PARTS HOLDING LLC, et al.<sup>1</sup>

Case No. 23-90054 (CML)  
(Jointly Administered)

Debtors.  
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**AMENDED MOTION OF CLARIT REALTY, LTD. FOR ALLOWANCE  
AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM**

**THIS PLEADING SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE PLEADING, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE PLEADING SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE PLEADING AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND ANY HEARING ON THE PLEADING SCHEDULED BY THE COURT. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE PLEADING AT THE HEARING.**

**REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.**

Clarit Realty, Ltd. (“Clarit”), by and through its undersigned counsel, files this amended motion (the “Motion”) for the allowance and payment of an administrative expense claim pursuant

<sup>1</sup> The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity's federal tax identification number, are: IEH Auto Parts Holding LLC (6529); AP Acquisition Company Clark LLC (4531); AP Acquisition Company Gordon LLC (5666); AP Acquisition Company Massachusetts LLC (7581); AP Acquisition Company Missouri LLC (7840); AP Acquisition Company New York LLC (7361); AP Acquisition Company North Carolina LLC (N/A); AP Acquisition Company Washington LLC (2773); Auto Plus Auto Sales LLC (6921); IEH AIM LLC (2233); IEH Auto Parts LLC (2066); IEH Auto Parts Puerto Rico, Inc. (4539); and IEH BA LLC (1428). The Debtors' service address is: 112 Townpark Drive NW, Suite 300, Kennesaw, GA 30144.



to section 503(b) of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as amended, the “Bankruptcy Code”), and in support thereof respectfully states as follows:

### **BACKGROUND**

1. On January 31, 2023, IEH Auto Parts Holding LLC (the “Debtor”) and its affiliated debtors (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

### **THE LEASES**

#### **Lease Premises: 5900 Front Street, Kansas City, Missouri**

2. On or about November 1, 2004, Clarit, as landlord, and the Debtor, as tenant, entered into that certain lease agreement (as amended from time to time thereafter, the “5900 Lease”), in regard to certain premises located at 5900 Front Street, Kansas City, Missouri 64109, as more particularly described in the 5900 Lease (the “5900 Premises”).

#### **Lease Premises: 2771 Chouteau Avenue, St. Louis, Missouri**

3. On or about April 30, 2019, Clarit, as landlord, and the Debtor, as tenant, entered into that certain amended and restated lease agreement (as amended from time to time thereafter, the “2771 Lease”), in regard to certain premises located at 2771 Chouteau Avenue, St. Louis, Missouri 63103, as more particularly described in the 2771 Lease (the “2771 Premises”).

#### **Lease Premises: 1281 St. Paul Street, Rochester, New York**

4. On or about September 29, 2016, Clarit, as landlord, and the Debtor, as tenant, entered into that certain lease agreement (as amended from time to time thereafter, the “1281”).

Lease”), in regard to certain premises located at 1281 St. Paul Street, Rochester, New York, as more particularly described in the 1281 Lease (the “1281 Premises”).

**Lease Premises: 30 Pickering Street, Brookville, Pennsylvania**

5. On or about June 10, 2019, Clarit, as landlord, and the Debtor, as tenant, entered into that certain amended and restated lease agreement (as amended from time to time thereafter, the “30 Lease”), in regard to certain premises located at 30 Pickering Street, Brookville, Pennsylvania, as more particularly described in the 30 Lease (the “30 Premises”).

**Lease Premises: 270 Braddock Avenue, Turtle Creek, Pennsylvania**

6. On or about April 30, 2019, Clarit, as landlord, and the Debtor, as tenant, entered into that certain amended and restated lease agreement (as amended from time to time thereafter, the “270 Lease”), in regard to certain premises located at 270 Braddock Avenue, Turtle Creek, Pennsylvania, as more particularly described in the 270 Lease (the “270 Premises”).

7. On August 10, 2023, the Court entered the Order Granting Debtors’ Fourth Omnibus Motion for Entry of an Order (A) Authorizing and Approving (A) The Rejection of Certain Unexpired Leases of Non-Residential Real Property, (B) the Rejection of Certain Executory Contracts, and (C) Abandonment of Certain Personal Property, if any, Each Effective as of the Respective Effective Rejection Date, and (II) Granting Related Relief (Docket No. 851, the “August 10 Rejection Order”). The August 10 Rejection Order approved the rejection of, among others, the 5900 Lease, the 2771 Lease, the 1281 Lease, the 30 Lease, and the 270 Lease, effective as of July 31, 2023.

**Lease Premises: 205 University Drive, Amherst, MA 01002**

8. On or about May 31, 2020, Clarit, as landlord, and the Debtor, as tenant, entered into that certain amended and restated lease agreement (as amended from time to time thereafter,

the “205 Lease”), in regard to certain premises located at 205 University Drive, Amherst, MA 01002, as more particularly described in the 205 Lease (the “205 Premises”, together with, the 5900 Premises, the 2771 Premises, the 1281 Premises, and the 270 Premises, collectively the “Premises”).

9. On August 4, 2023, the Court entered the Order Granting Debtors’ Fifth Omnibus Motion for Entry of an Order (A) Authorizing and Approving (A) The Rejection of Certain Unexpired Leases of Non-Residential Real Property, (B) the Rejection of Certain Executory Contracts, and (C) Abandonment of Certain Personal Property, if any, Each Effective as of the Respective Effective Rejection Date, and (II) Granting Related Relief (Docket No. 840, the “August 4 Rejection Order”). The August 4 Rejection Order approved the rejection of, among others, the 205 Lease effective as of June 30, 2023.

### **THE ADMINISTRATIVE EXPENSE CLAIM**

#### **5900 Premises**

10. Damages to the 5900 Premises are chargeable to the Debtor under the 5900 Lease. Upon the Debtor vacating the 5900 Premises, Carit caused an inspection of the 5900 Premises to be conducted and pursuant to a damage report (the “5900 Damage Report”), a copy of which is attached hereto as **Exhibit A**, it was determined that the Debtor caused post-petition damages to the 5900 Premises in the amount of \$229,544.00, with an additional \$32,500.00 incurred as an expense for the removal of equipment. Thus, as set forth in the 5900 Damage Report, the total amount of post-petition damages to the 5900 Premises entitled to administrative priority is equal to \$262,044.00 (the “5900 Administrative Claim”).

**2771 Premises**

11. Damages to the 2771 Premises are chargeable to the Debtor under the 2771 Lease. Upon the Debtor vacating the 2771 Premises, Carit caused an inspection of the 2771 Premises to be conducted and pursuant to a damage report (the “2771 Damage Report”), a copy of which is attached hereto as **Exhibit B**, it was determined that the Debtor caused post-petition damages to the 2771 Premises in the amount of \$61,000.00, with an additional \$62,500.00 incurred as an expense for the removal of equipment. Thus, as set forth in the 2771 Damage Report, the total amount of post-petition damages to the 2771 Premises entitled to administrative priority is equal to \$123,500.00 (the “2771 Administrative Claim”).

**1281 Premises**

12. Damages to the 1281 Premises are chargeable to the Debtor under the 1281 Lease. Upon the Debtor vacating the 1281 Premises, Carit caused an inspection of the 1281 Premises to be conducted and pursuant to a damage report (the “1281 Damage Report”), a copy of which is attached hereto as **Exhibit C**, it was determined that the Debtor caused damages to the 1281 Premises in the amount of \$81,000.00. Thus, as set forth in the 1281 Damage Report, the total amount of post-petition damages to the 1281 Premises entitled to administrative priority is equal to \$81,000.00 (the “1281 Administrative Claim”).

**270 Premises**

13. Damages to the 270 Premises are chargeable to the Debtor under the 270 Lease. Upon the Debtor vacating the 270 Premises, Carit caused an inspection of the 270 Premises to be conducted and pursuant to a damage report (the “270 Damage Report”), a copy of which is attached hereto as **Exhibit D**, it was determined that the Debtor caused damages to the 270 Premises in the amount of \$51,500.00 with an additional a cost of \$85,000.00 for removal of

equipment by an outside contractor, and an additional \$10,000.00 for miscellaneous expenses associated with cleanup. Thus, as set forth in the 270 Damage Report, the total amount of post-petition damages to the 270 Premises entitled to administrative priority is equal to \$146,500.00 (the “270 Administrative Claim”).

### **205 Premises**

14. Damages to the 205 Premises are chargeable to the Debtor under the 205 Lease. Upon the Debtor vacating the 205 Premises, Carit caused an inspection of the 205 Premises to be conducted. Pursuant to a damage report (the “205 Damage Report”, together with, the 5900 Damage Report, the 2771 Damage Report, the 1281 Damage Report, and the 270 Damage Report, collectively the “Damage Reports”), a copy of which is attached hereto as **Exhibit E**, it was determined that the Debtor caused damages to the 205 Premises in the amount of \$46,000.00. Thus, as set forth in the 205 Damage Report, the total amount of post-petition damages to the 205 Premises entitled to administrative priority is equal to \$46,000.00 (the “205 Administrative Claim”, together with, the 5900 Administrative Claim, the 2771 Administrative Claim, the 1281 Administrative Claim, and the 270 Administrative Claim, collectively, the “Clarit Administrative Claim”).

15. Therefore, in light of the foregoing, the total sum of the Clarit Administrative Claim is equal to \$659,044.00.

### **JURISDICTION AND VENUE**

16. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334.

17. This matter is a core proceeding under 28 U.S.C. § 157(b)(2)(A) and (B).

18. Venue of these cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

19. The statutory bases for the relief requested herein are 11 U.S.C. §§ 503(a) and (b).

**BASIS FOR RELIEF REQUESTED**

20. Section 503(b)(1)(A) of the Bankruptcy Code provides that: “[a]fter notice and a hearing, there shall be allowed administrative expenses, . . . including - the actual, necessary costs and expenses of preserving the estate[.]”

21. A party may establish entitlement to an administrative expense by proving that the expense arose “out of a transaction between the creditor and the bankrupt’s trustee or debtor in possession, and ‘only to the extent that the consideration supporting the claimant’s right to payment was both supplied to and beneficial to the debtor-in-possession in the operation of the business’” *Trustees of Amalgamated Ins. Fund v. McFarlin’s, Inc. (In re McFarlin’s Inc.)*, 789 F.2d 98, 101 (2d Cir. 1986) (citations omitted).

22. Additionally, a debtor’s failure to perform their post-petition repair and maintenance obligations of a property gives rise to an administrative expense claim for any damages arising therefrom. *In re Atlantic Container Corp.*, 133 B.R. 980, 988 (Bankr.N.D.Ill.1991) (“[T]he Landlords may assert administrative expense claims for the amount of physical damage, if any, caused to the leased properties after the filing of the bankruptcy petition.”).

23. The Debtor obtained the post-petition benefit under the Leases by remaining in the Premises after the Petition Date, which provided a direct and measurable value to Debtor’s estate. As set forth in the Damage Reports, the damages to the Premises occurred post-petition.

Accordingly, Clarit is entitled to allowance and payment of its administrative expense claim in accordance with 11 U.S.C. § 503(b)(1)(A) in the amount of \$659,044.00.

**WHEREFORE**, Clarit respectfully requests that the Court enter an Order allowing the Clarit Administrative Claim in the total amount of \$659,044.00, and granting such other and further relief as the Court may deem just and proper.

Dated: November 5, 2023

Respectfully submitted,

SINGER & LEVICK, P.C.

By: /s/ Michelle E. Shriro  
Michelle E. Shriro  
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**AND**

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*Attorneys for Clarit Realty, Ltd.*





# Exhibit A



**Property Inspection Report**

Property Type:		Warehouse			Comments	Cost Analysis		
Address:		5900 Front Street				Immediate	Short-Term	Long-Term
City/State/Zip:		Kansas City MO 64019						
Inspector:		Darrel Lloyd						
Accompanied By:		Manager & Rick Buzzard						
Date Inspected:					Wednesday, August 2, 2023			
Weather:					Partly Cloudy			
Inspection:								
Was Property Secure:					Yes			
Were Utilities on and Operable:					Yes			
Area	Check all that apply				Comments			
	Clean	Condition	Damaged	Not Inspected				
<b>Exterior of Building</b>								
Roof								
Roof Access		AVG	X		Ponding on roof due to clogged roof drains	\$1,000.00		
Roof Condition		AVG						
Gutters	X	AVG						
Downspouts	X	AVG						
<b>Building Exterior</b>								
Structure		AVG	X		Damages to front brick (see photos).	\$2,500.00		
Canopy		FAIR	X		Damage to soffit - roof overflow due to drains not being cleaned & maintained	\$2,500.00		
Cladding	X	AVG						
Windows/Frames	X	AVG						
Exterior Man Doors	X	AVG	X		Rear door near loading dock needs rust removed and painted	\$1,000.00		
Foundation	X	AVG						
Loading Docks / Doors	X	POOR			All 4 OH doors damaged due to forklifts and trucks	\$40,000.00		
Dock Lift	X	AVG						
Bumpers	X	AVG	X		Bumpers damaged and need repair/replacement	\$1,000.00		
Bollards	X	AVG						
Shipping Area	X	AVG						
Ramps		N/A						
Retaining Walls		N/A						
Exterior Lighting	X	AVG						
Gas/Electrical Protection	X	AVG						
Sprinkler System Controls	X	AVG						
Paint	X	AVG						

Area	Check all that apply				Comments			
	Clean	Condition	Damaged	Not Inspected				
<b>Parking Lots/Cruiseways</b>								
Asphalt / Concrete		AVG	X		Significant damage to majority of parking lot (see photos). According to store manage, the plow service that the tenant hired caused the damage	\$169,044.00		
Curbs		AVG						
Striping (parking/loading/fire)		AVG	X		Striping barely visible			
Ingress/Egress		AVG	X		Damage to concrete of first ingress / egress (see photo).	Incl. above		
Drainage		AVG						
Sealing		AVG						
<b>General Exterior</b>								
Sidewalks	X	AVG						
Fencing		AVG		N/A				
Railings		AVG	X		Loading dock stair needs repaired due to excessive salting .	\$2,500.00		
Exterior Stairs	X	AVG	X			incl. above		
Landscaping	X	AVG						
Lawn Sprinkler System		N/A						

Interior of Building							
Office Area		AVG			Damaged and missing ceiling tiles need replaced. All abandoned items needs removed and interior cleaned.	\$5,000.00	
Lighting	X	AVG					
Ceiling	X	AVG					
Walls/ Baseboards	X	AVG					
Windows/Frames	X	AVG					
Vestibule	X	AVG					
Entrance	X	AVG					
Emergency Lighting	X	AVG					
General Interior							
Kitchenette/Break Room	X	AVG					
Bathrooms	X	AVG					
Floors	X	AVG					
Carpeting		AVG					
Paint/Wallpaper	X	AVG					
Floor Drainage	X	AVG					
Basement		AVG		N/A			
Fire Protection	X	AVG					
Electrical	X	AVG					
Mechanical Room		AVG		N/A	Rooftop HVAC units		
Security/Alarm System	X	AVG					
Warehouse/Workshop							
Overall Structure		AVG	X		Some cracking in blocks due to forklift damage	\$2,500.00	
Roof Deck/Joists	X	AVG					
Ceilings	X	AVG					
Walls	X	AVG					
Slab	X	AVG					
Lighting	X	AVG					
HVAC							
Heating System		AVG		X			
Air Conditioning System		AVG		X			
Vents		AVG		X			
Filters		AVG		X			
Other							
Environmental Conditions:	X	AVG					
Signage	X	AVG	X		Old signage needs removed and walls repaired	\$2,500.00	
Perimeter of Building	X	AVG					
General Comments							
Property was in average condition as of time of inspection. Multiple items of deferred maintenance were noted as identified in the inspection report. The total cost of repair that is the responsibility of the tenant is estimated to be <b>\$229,544.</b>							
8/3/2023				Signature: <i>Darrel R. Lloyd Jr.</i> Inspector: Darrel R. Lloyd Jr.			

# Exhibit B



**Property Inspection Report**

Property Type: Warehouse					Cost Analysis			
Address: 2771 Chouteau Avenue					Immediate	Short-Term	Long-Term	
City/State/Zip: St. Louis MO 63103								
Inspector: Darrel R. Lloyd Jr.								
Accompanied By: Dan Buzzard								
		Comments						
Date Inspected: Thursday, August 3, 2023								
Weather: Partly Cloudy								
Inspection:								
Was Property Secure: Yes								
Were Utilities on and Operable: Yes								
Area	Check all that apply				Comments			
	Clean	Condition	Damaged	Not Inspected				
<b>Exterior of Building</b>								
Roof								
Roof Access		AVG		X				
Roof Condition		AVG		X	Reports of minor roof leaks	Landlord		
Gutters	X	FAIR-AVG	X		Gutters damages due to overgrown trees evading gutters	\$5,000.00		
Downspouts	X	AVG						
<b>Building Exterior</b>								
Structure	X	AVG						
Canopy	X	AVG						
Cladding	X	AVG	X		Multiple areas of damages caused by truck or Forklifts	\$15,000.00		
Windows/Frames	X	AVG						
Exterior Man Doors	X	AVG	X		Rusted Exterior door needs paint	\$1,000.00		
Foundation	X	AVG						
Loading Docks / Doors	X	AVG			Loading dock doors (2) need replaced due to damage by trucks and forklifts	\$20,000.00		
Dock Lift	X	AVG			Functional according to tenant			
Bumpers	X	AVG						
Bollards	X	AVG						
Shipping Area	X	AVG						
Ramps	X	AVG						
Retaining Walls		N/A						
Exterior Lighting	X	AVG						
Gas/Electrical Protection	X	AVG						
Sprinkler System Controls	X	AVG						
Paint	X	AVG			Exterior could benefit from new paint	Landlord		

Area	Check all that apply				Comments			
	Clean	Condition	Damaged	Not Inspected				
<b>Parking Lots/Cruiseways</b>								
Asphalt / Concrete	X	AVG			Asphalt damage near truck loading	Landlord		
Curbs	X	AVG						
Striping (parking/loading/fire)	X	AVG			No visibility of striping.			
Ingress/Egress	X	AVG						
Drainage	X	AVG						
Sealing	X	AVG			Parking lot was not sealed by tenant			
<b>General Exterior</b>								
Sidewalks		AVG	X		Minimal damage / surface cracks (see photo).			
Fencing	X	AVG						
Railings	X	AVG						
Exterior Stairs		AVG	X		Minimal damage / surface cracks (see photo).			
Landscaping		Poor			Overgrown trees and shrubs compromising building structure and gutters - Removal of large utility pole	\$10,000.00		
Lawn Sprinkler System		N/A						
<b>Interior of Building</b>								
Office Area		AVG			Removal of abandoned items & cleaning	\$5,000.00		
Lighting	X	AVG						
Ceiling		AVG	X		Damage to insulation from roof leak	Landlord		
Walls/ Baseboards	X	AVG	X		Areas of damaged insulation - forklift by tenant	\$5,000.00		
Windows/Frames	X	AVG						
Vestibule	X	AVG						
Entrance	X	AVG						
Emergency Lighting	X	AVG						

General Interior							
Kitchenette/Break Room		AVG			Removal of abandoned items and cleaning		
Bathrooms	X	AVG			Cleaning and minor plumbing repair	\$2,500.00	
Floors	X	AVG					
Carpeting		AVG	X		Damage to office area carpet	\$2,500.00	
Paint/Wallpaper	X	AVG					
Floor Drainage	X	AVG					
Basement		AVG		N/A			
Fire Protection	X	AVG					
Electrical	X	AVG					
Mechanical Room		AVG		N/A	4 Exterior HVAC Units - Units need		
Security/Alarm System	X	AVG					
Warehouse/Workshop							
Overall Structure	X	AVG					
Roof Deck/Joists	X	AVG					
Ceilings	X	AVG					
Walls	X	AVG					
Slab	X	AVG					
Lighting	X	AVG					
HVAC							
Heating System	X	AVG					
Air Conditioning System		AVG	X		Reports of insufficient cooling system / inspector noted as well.		
Vents	X	AVG					
Filters	X	AVG					

Area	Check all that apply				Comments			
	Clean	Condition	Damaged	Not Inspected				
Other								
Environmental Conditions:	X							
Signage	X				Tenant signage needs removed & metal clad repaired/painted	\$2,500.00		
Perimeter of Building	X							

**General Comments**

Property was in average condition as of time of inspection. Multiple items of deferred maintenance were noted as identified in the inspection report. The total cost of repair that is the responsibility of the tenant is estimated to be **\$61,000**.

**Date: August 3, 2023**

**Signature: Darrel R. Lloyd jr.**  
**Inspector: Darrel R. Lloyd Jr.**

# Exhibit C





## Property Inspection Report

						<b>Cost Analysis</b>		
Property Type:	Retail/Warehouse/Auto Service					Immediate	Short-Term	Long-Term
Address:	1281 St. Paul Street							
City/State/Zip:	Rochester NY 14621							
Inspector:	Chris Lloyd							
Accompanied By:	N/A							
Date Inspected:	Thursday, August 10, 2023				Comments			
Weather	Cloudy							
Inspection:	Yes	No						
Was Property Secure	Yes							
Were Utilities on and Operable	Yes							
Area	Check all that apply				Comments			
	Clean	Condition	Damaged	Not Inspected				
<b>Exterior of Building</b>								
Roof		Avg						
Roof Access		N/A						
Gutters		N/A						
Downspouts		N/A						
<b>Building Exterior</b>								
Structure		Avg	X		Brick damage	\$5,000.00		
Canopy		Fair	X		Steel rusted and needs painting due to overflow of roof drains not being properly cleaned	\$2,500.00		
Cladding		Fair	X		Fascia Damaged	\$2,500.00		
Windows/Frames	X	Avg						
Exterior Man Doors	X	Avg						
Foundation	X	Avg						
Loading Docks / Doors	X	Avg						
Dock Lift		N/A						
Bumpers	X	Avg						
Bollards	X	Avg						
Shipping Area	X	Avg						
Ramps		N/A						
Retaining Walls		N/A						
Exterior Lighting	X	Avg						
Gas/Electrical Protection	X	Avg						
Sprinkler System Controls	X							
Paint		Poor	X		Paint peeling		\$10,000.00	
<b>Parking Lots/Cruiseways</b>								
Asphalt / Concrete		Avg	X					
Curbs	X	Avg						
Striping (parking/loading/fire)		Avg	X		Lot needs striped after sealed	\$2,500.00		
Ingress/Egress	X	Avg						
Drainage		Unk						
Sealing		Avg	X		Parking area needs cracks filled due to no sealing by tenant. Lot should resealed after maintenance completed	\$5,000.00		
<b>General Exterior</b>								
Sidewalks		N/A						
Fencing		Avg	X		Fence needs repair on side where bricks are damaged	\$1,000.00		
Railings	X	Avg						
Exterior Stairs		N/A						
Landscaping		N/A	X		Growth around building and parking lot needs removed and trees trimmed	\$5,000.00		
Lawn Sprinkler System		N/A						
<b>Interior of Building</b>								
Office/Retail Area	X	Avg	X		Celing tiles damaged / paint peeling	\$20,000.00		
Lighting	X	Avg						
Ceiling		Avg	X		Celing tiles damaged / paint peeling	incl. above		
Walls/ Baseboards		Avg	X		Damaged- Need repair/paint	incl. above		
Windows/Frames	X	Avg						
Vestibule		N/A						
Entrance	X	Avg						
Emergency Lighting	X	Avg						

Area	Check all that apply				Comments			
	Clean	Condition	Damaged	Not Inspected				
<b>General Interior</b>								
Kitchenette/Break Room		Avg	X		Cleaning & repair	incl. above		
Bathrooms		Avg	X		Cleaning & repair	incl. above		
Floors	X	Avg						
Carpeting		Avg	X		Cleaning & repair	incl. above		
Paint/Wallpaper		Avg	X		Cleaning & repair	incl. above		
Floor Drainage	X	Avg						
Basement	X	Avg						
Fire Protection	X	Avg						
Electrical	X	Avg						
Mechanical Room	X	Avg						
Security/Alarm System	X	Avg						
<b>Warehouse/Workshop</b>								
Overall Structure	X	Avg						
Roof Deck/Joists	X	Avg						
Ceilings		Avg	X		Missing & damaged tiles	\$2,500.00		
Walls		Avg	X		Damage due to forklift operations	\$2,500.00		
Slab	X	Avg						
Lighting	X	Avg						
<b>HVAC</b>								
Heating System	X	Avg						
Air Conditioning System	X	Avg	--					
Vents		Unknown	--					
Filters		Unknown	--					
Area	Check all that apply				Comments			
	Clean	Condition	Damaged	Not Inspected				
<b>Other</b>								
Environmental Conditions:		Unknown						
Signage		Avg			Signage needs removed	\$2,500.00		
Other		Fair	X		Tenant left improvement with mutiple personel items, shelving, furniture etc. which must be removed requiring rental of a dumpster and removal as well as in need of a total cleaning.	\$20,000.00		
<b>General Comments</b>								
Property in overall poor to fair condition. Malor items of defered maintenance noted an in need of immediate repair due to the neglect of the tenant. Total cost to repair and bring the improvement into the condition as it was initially rented is estimated at <b>\$81,000.</b>								
<b>Date: 8/10/2023</b>						<b>Signature: <i>Chris Lloyd</i></b>		
						<b>Inspector: Chris Lloyd</b>		

# Exhibit D



**Property Inspection Report**

Property Type:					Cost Analysis			
Address: 270 Braddock Ave.					Immediate	Short-Term	Long-Term	
City/State/Zip: Turtle Creek, PA								
Inspector: Darrel R. Lloyd Jr.								
Accompanied By: No Representative								
Comments								
Date Inspected: Monday, July 24, 2023								
Weather: Partly Cloudy								
Inspection:								
Was Property Secure: Yes								
Were Utilities on and Operable: Yes								
Area	Check all that apply				Comments			
	Clean	Condition	Damaged	Not Inspected				

**Exterior of Building**

Roof								
Roof Access		AVG		X				
Roof Condition		AVG		X				
Gutters		AVG						
Downspouts		AVG						

**Building Exterior**

Structure		AVG						
Canopy		AVG						
Cladding		AVG						
Windows/Frames		AVG						
Exterior Man Doors		AVG						
Foundation		AVG						
Loading Docks / Doors		AVG						
Dock Lift		FAIR	X		Damaged Dock lift	\$5,000.00		
Bumpers & Skirts		FAIR	X		Damage to bumper skirts	\$2,000.00		
Bollards		AVG						
Shipping Area		AVG						
Ramps		AVG						
Retaining Walls		FAIR	X		Damage to truck well wall	\$7,500.00		
Exterior Lighting		AVG						
Gas/Electrical Protection		AVG						
Sprinkler System Controls		N/A						
Paint		AVG						

Area	Check all that apply				Comments			
	Clean	Condition	Damaged	Not Inspected				

**Parking Lots/Cruiseways**

Asphalt / Concrete		AVG						
Curbs		AVG						
Striping (parking/loading/fire)		AVG						
Ingress/Egress		AVG						
Drainage		AVG	X		Drain in truck well needs cleanout and checked	\$2,000.00		
Sealing		AVG						

**General Exterior**

Sidewalks		AVG						
Fencing		N/A						
Railings		N/A						
Exterior Stairs		N/A						
Emergency Lighting		AVG						

General Interior							
Kitchenette/Break Room	NO	FAIR			Needs debris removed and cleaned	incl. above	
Bathrooms	NO	FAIR			Needs debris removed and cleaned	incl. above	
Floors	NO	FAIR			Tile needs replaced due to excessive wear and tear	\$2,500.00	
Carpeting	NO	FAIR			Needs replaced due to excessive wear and tear	\$7,500.00	
Paint/Wallpaper	NO	AVG					
Floor Drainage		AVG					
Basement		N/A					
Fire Protection		AVG					
Electrical		AVG					
Mechanical Room	NO	AVG					
Security/Alarm System		AVG					
Warehouse/Workshop							
Overall	NO	FAIR			Entire warehouse needs debris removed and cleaned	\$10,000.00	
Roof Deck/Joists		AVG					
Ceilings		AVG					
Walls	NO	AVG			Areas of warehouse walls need repair due to forklift damage	\$2,500.00	
Slab	NO	AVG					
Lighting	NO	AVG					
HVAC							
		Avg					
Heating System		AVG					
Air Conditioning System		AVG					
Vents		AVG					
Filters		AVG					

Area	Check all that apply				Comments			
	Clean	Condition	Damaged	Not Inspected				
Other								
Environmental Conditions:	NO	FAIR			Hazardous material left that needs cleanup and disposal	\$10,000.00		
Signage		AVG						
Perimeter of Building		AVG						
<b>General Comments</b>								
Subject property was in normal storage condition, however multiple items of damage was found as noted above. The entire building was left with debris, hazardous materials and several of a through-roofing. Total cost to repair, clean, remove debris and dispose of hazardous material is estimated at \$25,000.								
Date: 11/05/23 Inspector: (Signature) David W. Clayton, Jr. Inspector: (Signature) David W. Clayton, Jr.								

# Exhibit E



**Property Inspection Report**

Property Type:						Cost Analysis		
Address:						Immediate	Short-Term	Long-Term
City/State/Zip:								
Report Prepared By:								
Accompanied By:								
Previous Date Inspected:								
Weather:								
Inspection:								
Was Property Secure:								
Were Utilities on and Operable:								
Area	Check all that apply				Comments			
	Clean	Condition	Damaged	Not Inspected				
<b>Exterior of Building</b>								
Roof								
Roof Access		AVG		X				
Roof Condition		AVG		X	Possible roof damage due to truck backing into it. Needs repaired	\$10,000.00		
Gutters		AVG						
Downspouts		AVG						
<b>Building Exterior</b>								
Structure		AVG			Damage to rear facade by OH door due to truck backing into it. Needs repaired	\$15,000.00		
Canopy		AVG	X		Damage to rear facade by OH door due to truck backing into it. Needs repaired	\$20,000.00		
Cladding		AVG						
Windows/Frames		AVG						
Exterior Man Doors		AVG	X		Areas of rust needs attention, primed and painted	\$1,000.00		
Foundation		AVG						
Loading Docks / Doors		AVG						
Dock Lift		N/A						
Bumpers		N/A						
Bollards		AVG						
Shipping Area		AVG						
Ramps		N/A						
Retaining Walls		N/A						
Exterior Lighting		AVG						
Gas/Electrical Protection		AVG						
Sprinkler System Controls		N/A						
Paint		AVG						

Area	Check all that apply				Comments			
	Clean	Condition	Damaged	Not Inspected				
<b>Parking Lots/Cruiseways</b>								
Asphalt / Concrete		AVG	X		Some areas of cracking, needs filled and sealed			
Curbs		AVG						
Striping (parking/loading/fire)		AVG						
Ingress/Egress		AVG						
Drainage		AVG						
Sealing		AVG						
<b>General Exterior</b>								
Sidewalks		AVG	X		Major crack in sidewalk needs filled so it wont become a trip hazard.			
Fencing		N/A						
Railings		N/A						
Exterior Stairs		N/A						
Landscaping		AVG						
Lawn Sprinkler System		N/A						
Windows/Frames		AVG						
Vestibule		AVG						
Entrance		AVG						
Emergency Lighting		AVG						

General Interior							
Kitchenette/Break Room		AVG					
Bathrooms		AVG					
Floors		AVG					
Carpeting		AVG					
Paint/Wallpaper		AVG					
Floor Drainage		AVG					
Basement		N/A					
Fire Protection		N/A					
Electrical		AVG					
Mechanical Room		AVG					
Security/Alarm System		AVG					
Warehouse/Workshop							
Overall Structure		AVG					
Roof Deck/Joists		AVG					
Ceilings		AVG					
Walls		AVG					
Slab		AVG					
Lighting		AVG					
HVAC		Avg.					
Heating System		AVG					
Air Conditioning System		AVG					
Vents		AVG					
Filters		AVG					

Area	Check all that apply				Comments			
	Clean	Condition	Damaged	Not Inspected				
Other								
Environmental Conditions:		AVG						
Signage		AVG						
Perimeter of Building		AVG						
General Comments								
Subject property was in overall average condition as of time of inspection. However major damage to the rear canopy and decorative block. It appears the damaged caused by a truck backing into the building also caused some structural damage. Total damage approximately \$46,000.								
Date: 7/25/23			Signature: <i>Darrel R. Lloyd Jr</i>					



**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

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In Re:

Chapter 11

IEH AUTO PARTS HOLDING LLC, et al.<sup>1</sup>

Case No. 23-90054 (CML)  
(Jointly Administered)

Debtors.  
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**ORDER GRANTING MOTION OF  
CLARIT REALTY, LTD. FOR ALLOWANCE AND  
PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM**

Upon the Motion for Allowance and Payment of Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b) (the “Motion”) filed by Clarit Realty, Ltd. (“Clarit”), and this Court having considered the Motion, and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and this Court having found that Clarit’s notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and related filings and support in the record and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is

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<sup>1</sup> The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity's federal tax identification number, are: IEH Auto Parts Holding LLC (6529); AP Acquisition Company Clark LLC (4531); AP Acquisition Company Gordon LLC (5666); AP Acquisition Company Massachusetts LLC (7581); AP Acquisition Company Missouri LLC (7840); AP Acquisition Company New York LLC (7361); AP Acquisition Company North Carolina LLC (N/A); AP Acquisition Company Washington LLC (2773); Auto Plus Auto Sales LLC (6921); IEH AIM LLC (2233); IEH Auto Parts LLC (2066); IEH Auto Parts Puerto Rico, Inc. (4539); and IEH BA LLC (1428). The Debtors' service address is: 112 Townpark Drive NW, Suite 300, Kennesaw, GA 30144.

HEREBY ORDERED THAT:

1. The Clarit Administrative Claim<sup>2</sup> shall be allowed in an amount not less than \$659,044.00 for post-petition property damages to property owned by Clarit and leased to the Debtors;
2. Clarit is authorized to take all actions necessary to effectuate the relief granted in this Order; and
3. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: \_\_\_\_\_, 2023

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Christopher M. Lopez  
United States Bankruptcy Judge

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion.