

Fill in this information to identify the case:

Debtor IEH Auto Parts LLC

United States Bankruptcy Court for the: Southern District of Texas
(State)

Case number 23-90057

**Official Form 410
Proof of Claim**

04/22

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Amanda Corporation</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small> Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? See summary page	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Contact phone <u>703.451.3232 x 304</u> Contact email <u>Kevin.adams@metrores.com</u>	Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) _____	
		Filed on <u>03/29/2023</u> <small>MM / DD / YYYY</small>
5. Do you know if anyone else has filed a proof of claim for this claim?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Who made the earlier filing? <u>Jason D. Smolen</u>	



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

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 0018 _____

7. How much is the claim? \$ 7477.00. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Common area maintenance charges.

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ 7477.00

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



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

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

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

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

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

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

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

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

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

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

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

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

Executed on date 04/05/2023
MM / DD / YYYY

/s/ Jason D. Smolen
Signature

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

Name Jason D. Smolen
First name Middle name Last name

Title Attorney

Company SmolenPlevy
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 8045 Leesburg Pike Fifth Floor, Vienna, Virginia, 22182, United States

Contact phone 7037901900 Email lchoracek@smolenplevy.com



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 802-7207 | International (781) 575-2107

Debtor: 23-90057 - IEH Auto Parts LLC		
District: Southern District of Texas, Houston Division		
Creditor: Amanda Corporation Metropolitan Asset Management, Inc. 6205 Old Keene Mill Ct., Ste 100 Springfield, Virginia, 22152 United States Phone: 703.451.3232 x 304 Phone 2: 703.929.5415 Fax: 703.451.3222 Email: Kevin.adams@metrores.com	Has Supporting Documentation: Yes, please mail physical supporting documentation Related Document Statement:	Has Related Claim: Yes Related Claim Filed By: Jason D. Smolen
Filing Party: Authorized agent		
Other Names Used with Debtor:		Amends Claim: Yes, 03/29/2023 Acquired Claim: No
Basis of Claim: Common area maintenance charges.	Last 4 Digits: Yes - 0018	Uniform Claim Identifier:
Total Amount of Claim: 7477.00		Includes Interest or Charges: No
Has Priority Claim: No		Priority Under:
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: Yes, 7477.00 Subject to Right of Setoff: No		Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:
Submitted By: Jason D. Smolen on 05-Apr-2023 11:27:10 a.m. Eastern Time Title: Attorney Company: SmolenPlevy		
Optional Signature Address: Jason D. Smolen 8045 Leesburg Pike Fifth Floor Vienna, Virginia, 22182 United States Telephone Number: 7037901900 Email: lchoracek@smolenplevy.com		

**Additional Supporting
Documents Received on
4/17/2023**

RECEIVED

APR 17 2023

KURTZMAN CARSON CONSULTANTS



220005422041700000000002

SMOLENPLEVY
ATTORNEYS AND COUNSELLORS AT LAW
FIFTH FLOOR
8045 LEESBURG PIKE
VIENNA, VIRGINIA 22182

WASHINGTON, D.C.
BETHESDA, MARYLAND

T 703 790 1900
F 703 790 1754

SMOLENPLEVY.COM

File No. 3335.01

April 6, 2023

AutoPlus Claims Processing Center
c/o KCC
222 N. Pacific Coast Highway, Ste. 300
El Segundo, CA 90245

RE: Amanda Corporation Amended Claim Summary and Attachments

To Whom It May Concern:

Enclosed please find the following materials related to the Amended Claim:

- Amended Claim Summary generated by KCC;
- Payment Summary generated by Amanda Corporation; and
- IEH lease with Amanda Corporation.

Please review the materials and contact me with any questions. With kindest regards, I am

Very truly yours,

SMOLENPLEVY



Jason D. Smolen

Enclosures

RECEIVED

APR 17 2023

KURTZMAN CARSON CONSULTANTS

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239005723040500000000001

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

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MM / DD / YYYY

/s/ Jason D. Smolen
Signature

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

Name Jason D. Smolen
First name Middle name Last name

Title Attorney

Company SmolenPlevy
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 8045 Leesburg Pike Fifth Floor, Vienna, Virginia, 22182, United States

Contact phone 7037901900

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	Has Related Claim: Yes Related Claim Filed By: Jason D. Smolen	
	Filing Party: Authorized agent	
Other Names Used with Debtor:	Amends Claim: Yes, 03/29/2023 Acquired Claim: No	
Basis of Claim: Common area maintenance charges.	Last 4 Digits: Yes - 0018	Uniform Claim Identifier:
Total Amount of Claim: 7477.00	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: Yes, 7477.00 Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Jason D. Smolen on 05-Apr-2023 11:27:10 a.m. Eastern Time Title: Attorney Company: SmolenPlevy		
Optional Signature Address: Jason D. Smolen 8045 Leesburg Pike Fifth Floor Vienna, Virginia, 22182 United States Telephone Number: 7037901900 Email: lchoracek@smolenplevy.com		

LEASE

THIS LEASE, made this 31st day of December, 2009, by and between AMANDA CORPORATION, a Virginia corporation, hereinafter called Landlord; and J.K. DISTRIBUTOR, INC., t/a H & H AUTOMOTIVE PARTS WAREHOUSE, a Virginia corporation, hereinafter called Tenant;

**** WITNESSETH****

That in consideration of the rent hereinafter reserved and of the covenants hereinafter set forth, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord approximately 20,000 square feet of warehouse space located at 3437 and 3439 Carlin Springs Road, Baileys Crossroads, Virginia, 22041, as shown in Exhibit A, which space is hereinafter referred to as the Leased Premises or the Premises.

1. TERM

The term of this Lease shall be for a period of 120 months (120) months beginning on January 1, 2010, hereinafter referred to as the LEASE COMMENCEMENT DATE, and ending on the 31st day of December, 2019, hereinafter referred to as the LEASE TERMINATION DATE. Furthermore, provided that Tenant is not in default, then Tenant shall have the option to extend this Lease for an additional period of sixty (60) months. This option granted to Tenant is expressly conditioned upon said option being exercised in writing by Tenant not later than July 1, 2019. Notwithstanding any other provision in this section, after December 31, 2016, Landlord and Tenant reserve the right to terminate the Lease provided that the terminating party gives 36 months notice to the other.

2. BASIC RENT

a. Tenant hereby covenants and agrees to pay a base rent, hereinafter called the Basic Annual Rent, of ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$170,000.00) per year, payable in monthly installments, hereinafter called the Basic Monthly Rent, of FOURTEEN THOUSAND, ONE HUNDRED, SIXTY-SIX DOLLARS AND SIXTY-SEVEN CENTS (\$14,166.67), without demand, deduction or set off in advance on the first day of each month, beginning on the LEASE COMMENCEMENT DATE. In the event rent becomes payable on a date other than the first day of a month, the monthly rent for the first and the last month of the Lease term shall be appropriately pro-rated.

b. The prior lease provided that Tenant was responsible for the repairs, maintenance, and replacement of any and all HVAC equipment. In 2008, during the term of that lease, the HVAC system had to be replaced. The Landlord paid the full cost of replacing that HVAC system (i.e., \$50,000). During the first sixty (60) months of this lease term, Tenant shall reimburse Landlord for the cost of that HVAC system in equal monthly installments of EIGHT HUNDRED, THIRTY-FOUR DOLLARS (\$834.00)

c. Rent shall be paid directly to Landlord at 5613 Leesburg Pike, Suite 40, Baileys Crossroads, VA 22041, or at such other address or to such other persons as Landlord shall specify by notice in writing to Tenant. Rent payments that are not paid within ten (10) days of the date due shall at Landlord's option be subject to a late charge of five percent (5%) of the monthly installment due.

3. USE

a. Tenant covenants that the Leased Premises will be occupied and used for the purpose of retail and wholesale sales of auto parts, in strict compliance with applicable Federal, State and Fairfax County ordinances, rules and regulations, and for no other purpose or use without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

b. Tenant will not cause or permit any signs, advertisements, pictures, figures, inscriptions, or notices other than those already existing to be displayed, inscribed upon, or affixed on any part of the said Premises or the exterior of the building in which the Premises are located without the prior written consent of Landlord, which consent shall not be unreasonably withheld, and compliance with any applicable law.

4. RENT ESCALATION – COST OF LIVING

a. Beginning on the first day of the twelfth month after the LEASE COMMENCEMENT DATE and continuing each twelfth month thereafter that this Lease remains in effect, Tenant shall pay to Landlord as Basic Rent such sums as determined by application of the following formula:

The Basic Monthly Rent payable for the immediately preceding month shall be multiplied by a fraction, the numerator of which shall be the Consumer Price Index (CPI) now known as the "United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, U.S. City Average for all Urban Consumers, all items (1982-84 = 100)," hereinafter called the "Index", for the month prior to the last month of the previous twelve (12) months, and the denominator of which shall be such CPI for the month which is two (2) months prior to the first month of such previous twelve (12) months. The resulting Basic Monthly Rent shall be rounded up to the nearest dollar. The new Basic Annual Rent shall be calculated by multiplying the Basic Monthly Rent by twelve (12). For example, the escalated Basic Monthly Rent payable beginning on January 1, 2011, shall be calculated by multiplying the Basic Monthly Rent installment for December, 2010 by the fraction resulting from dividing the CPI for November 2010 by the CPI for November 2009. The resulting product shall be rounded up to the nearest dollar to yield the new Basic Monthly Rent for the period beginning January 1, 2011. This number, when multiplied by 12, yields the new Basic Annual Rent.

b. The resulting new Basic Monthly Rent, which, in each instance, shall in no event be less than the monthly Basic Rent payable for the preceding December, shall be payable on the first day of each month of the applicable year.

c. In the event the CPI is discontinued, ceases to incorporate a significant number of the items now incorporated therein, or if a substantial change is made in the CPI, the parties hereto shall attempt to agree on an alternative formula and, if agreement cannot be reached, the matter shall be submitted to arbitration. In such event, Landlord shall select one arbitrator; Tenant shall select one arbitrator, which arbitrators shall select a third arbitrator. The decision of a majority of the arbitrators shall be final and binding between the parties.

5. TAXES

Tenant covenants and agrees to reimburse Landlord for Tenant's pro rata share of the total real property taxes for the entire Premises held by the Landlord as follows. Each and every six (6) months or

per other billing cycle as determined from time to time by Fairfax County, Tenant shall pay to Landlord within thirty (30) days after demand in writing therefor (accompanied by a statement showing the computation of Tenant's share of the real property tax) as additional rent, which shall not be deductible from the Basic Annual Rent. Tenant's liability for real property taxes shall begin on the LEASE COMMENCEMENT DATE. The computation of Tenant's pro rata share shall exclude any income, franchise, transfer, or inheritance taxes. Tenant's pro rata share of the taxes on the Leased Premises is 0.333 (33.3%).

6. SECURITY DEPOSIT

Not applicable.

7. UTILITIES

Tenant shall pay and discharge all charges incurred during the LEASE TERM for sewer, water, gas, and electricity supplied to the Leased Premises. In addition, Tenant shall pay any other services or utilities, including any charges for a security and/or fire alarm system. Tenant will not install or use any equipment of any kind that will require any alteration or additions to, or create an overload on any gas, water, heating, sewer, electrical, drainage, or air conditioning systems of the Leased Premises, without prior written consent of Landlord.

8. REPAIRS/MAINTENANCE

Tenant shall maintain the Leased Premises in a clean and orderly condition and free of trash and debris accumulation. Tenant will furnish adequate and proper trash receptacles and Tenant will be responsible for removing trash and debris from the Premises. Tenant shall furnish and replace all glass, light bulbs, tubes and ballasts and shall be responsible for any janitorial service. Tenant also shall be responsible for repairing and maintaining the bathrooms, plumbing system, doors, and windows in and for the Leased Premises. Tenant further agrees to furnish and maintain any fire extinguishers system(s), sprinkler system(s), and emergency lighting required by the Virginia Underwriters rating Bureau or Fairfax County Fire Code, at its sole cost and expense. Except for tenant improvements, Landlord shall be responsible for structural and exterior repairs and maintenance, including external plumbing, foundation, roof, walls, driveways, sidewalk, parking area and grounds of the Leased Premises unless any such repairs are required as a result of Tenant's negligence, or that of its agents, employees, vendors or suppliers, in which event such repairs and/or replacements shall be promptly performed by Tenant at Tenant's expense. Landlord shall be responsible for servicing the HVAC system (i.e., filter changes and periodic inspections), but any repairs or replacement of any and all HVAC equipment shall be at the sole cost and expense of the Tenant. Any repairs or maintenance that require work on the roof of the Premises must be performed by, or under the supervision of, Landlord's roof contractor.

9. PARKING

a. Landlord will make available to Tenant a common use parking area in the immediate vicinity of the Leased Premises, as illustrated in Exhibit B. Such area shall be surfaced and shall be maintained by Landlord throughout the term of this Lease.

b. Tenant agrees to keep the front/Carlin Springs Road common use parking area free of any stored or non-licensed vehicles and to encourage the use of the rear parking area for Tenant's and employees' vehicles.

c. Tenant covenants and agrees to reimburse Landlord for its pro-rata share of the cost of removing snow and ice from the common use parking area adjacent to Landlord's building in which the Leased Premises is located. Snow and ice removal is by machine only. Tenant is responsible for any hand work required to remove snow and ice from steps and sidewalks in path to Tenant's door. Within thirty (30) days of Landlord producing to Tenant written notice and documentation verifying the cost of snow and ice removal, Tenant shall pay to Landlord its pro-rata share as additional rent, which shall not be deductible from the Basic Rent. Tenant's pro-rata share of the cost of snow and ice removal from Landlord's common use parking areas is 0.333 (33.3%).

10. TENANT'S ALTERATION OF PREMISES

a. The Leased Premises shall be delivered to Tenant as is, demised from the adjacent bay according to county code, with all building systems (including existing electrical, plumbing and related fixtures, existing heating and air conditioning units, lighting, and roll up doors) in good working order.

b. Tenant, at its own cost and expense, and with the prior written consent of Landlord, shall have the right to install any fixtures and to make any alterations to the Leased Premises for the conduct of its business or to comply with ADA requirements. Before installing any fixtures or making any alterations that require County approval, Tenant shall submit a copy of the written plan to Landlord for its review and approval. Following Landlord approval and County approval of Tenant's plans, Tenant shall submit to the Landlord a copy of the approved plans, a copy of each County permit, and a copy of any inspection report. Any fixtures added or alterations made, except fixtures added or alterations made to bathrooms, shall be and remain the property of the Tenant and shall be removed by Tenant at the LEASE TERMINATION DATE at the discretion of the Landlord. Tenant will repair all damage or injury to the Premises caused by Tenant's installation or removal of its fixtures or alterations. Tenant agrees that any alterations that may involve penetration of the roof of the Premises must be performed by Landlord's roof contractor. Tenant further agrees that it will obtain any necessary Fire Department approval for any alteration that may affect any fire alarm or sprinkler system.

c. Tenant shall hire its own contractor(s) to perform any construction, alterations, or improvements. Tenant shall use only contractors who are properly licensed and insured. Tenant shall provide Landlord with a copy of the contractor's license and insurance certificate for every contractor it hires.

11. INSURANCE

a. Tenant shall carry liability insurance with a company or companies licensed to do business in the Commonwealth of Virginia and approved by Landlord. Said insurance shall be in the amount of at least TWO MILLION DOLLARS (\$2,000,000.00) combined single limit for bodily injury and property damage protecting Landlord from and against any and all liability to third parties incurred by any act or neglect of Tenant, or by any of Tenant's agents, servants, employees or visitors in or about the Premises and shall name Landlord as an additional name insured, and shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has waived his right of action against any party prior to the occurrence of a loss. Tenant shall deliver or cause to be delivered to Landlord a Certificate of Insurance certifying compliance with this insurance provision at inception and each renewal of the policy during the term of this Lease. Each policy shall contain an endorsement that will prohibit its cancellation prior to the expiration of thirty (30) days after written notice of such proposed cancellation to the Landlord.

b. Tenant covenants and agrees to maintain standard fire and extended coverage insurance covering its property located in, on, or about the Premises. Tenant shall have included in its fire and extended coverage insurance policies for its contents, furniture, furnishings, fixtures, and other property removable by Tenant under the provisions of this Lease, appropriate clauses pursuant to which the insurance carriers waive all rights of subrogation against Landlord with respect to losses payable under such policies, or agree that such policies shall not be invalidated should the insured waive in writing prior to a loss, any or all right of recovery against any party for losses covered by such policies. If Tenant, at any time, is unable to obtain inclusion of either of the clauses described in the preceding sentence, Tenant shall have Landlord named in such policies as one of the insured. Should any additional premium be exacted for any such clauses or for naming Landlord as an insured, Tenant shall pay such additional premium. If Landlord shall be named as one of the insured in accordance with the foregoing provisions, and if Tenant shall not be in default hereunder, Landlord shall promptly endorse to the order of Tenant, without recourse, any check or draft or order for the payment of money representing the proceeds of any such policy or representing any other payment under such policies, and Landlord hereby irrevocably waives any and all rights in and to such proceeds and payments. Provided that Tenant's right of full recovery under such policies is not thereby prejudiced or otherwise adversely affected, Tenant hereby waives all rights of recovery which it might otherwise have against Landlord, its agents or employees, for loss or damage to Tenant's contents, furniture, furnishings, fixtures, and other property removable by Tenant under the provisions of this Lease to the extent that the same is covered by Tenant's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Landlord, its agents, or its employees. Tenant shall advise Landlord promptly as to the coverage or language of the clauses included in its insurance policies pursuant to this paragraph and shall notify Landlord promptly of any such cancellation or change of the terms of any such policies which would affect such clauses.

c. Tenant will not conduct or permit to be conducted, any activity, or place any equipment in or about the Premises, or surrounding area, which will in any way, increase the rate of fire insurance or other insurance of Landlord; and if any increase in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to any activity or equipment of Tenant in or about the Premises or surrounding area, such statements shall be conclusive evidence that the increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefore upon demand and any such sum shall be considered additional rent payable hereunder.

d. Landlord shall maintain insurance covering the Premises in an amount equal to at least eighty percent (80%) of replacement cost thereof, exclusive of excavations and foundations, against loss or damage by fire and the perils specified in the standard extended coverage endorsement.

e. Landlord hereby waives all rights of recovery which it might otherwise have against Tenant, its agents or employees, for loss or damage to Landlord's contents, furniture, furnishings, fixtures, and other property removable by Landlord under the provisions of this Lease to the extent that the same is covered by Landlord's insurance, except to the extent that such loss or damage may result from the negligence or fault of Tenant, its agents, or its employees.

f. Tenant covenants and agrees to reimburse Landlord for Tenant's pro rata share, equal to 0.333 (33.3%) of the total insurance cost for the Property held by Landlord. Each year Tenant shall pay Landlord its pro rata share of this insurance cost within thirty (30) days from the receipt of a demand in writing from Landlord (accompanied by a statement showing the computation of Tenant's share of the insurance cost) as additional rent, which shall not be deductible from the Basic Annual Rent.

12. DAMAGE OR DESTRUCTION

In the event the Premises are destroyed or damaged by any cause to such an extent or degree that Tenant is unable to continue its normal business therein, or if they be rendered untenable or unfit for occupancy, Tenant or Landlord shall have the option to terminate the Lease as of the date of the happening of such event by written notice to the other, and the rent shall be apportioned and paid in full to such date, and all prepaid rent shall forthwith be repaid by Landlord to Tenant. In the event neither Tenant nor Landlord exercises said option within thirty (30) days of the date of said damage or destruction, or if the damage be slight and the Leased Premises remain tenantable and fit for occupancy and normal business, this Lease shall continue in force and Landlord shall, at its own expense, as speedily as circumstances permit, perform such rebuilding and repairs as may be necessary to restore the Premises to their former condition, less and except any damage for which Tenant is required to insure. There shall be a pro-rata abatement of rent for that portion of the Leased Premises untenable or unfit for occupancy from the date of such damage until such restoration is completed.

13. CONDEMNATION

a. In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking and Tenant shall thereupon be released from any further liability hereunder.

b. In the event that a portion of the Premises is condemned or taken by eminent domain proceedings so as to render the Leased Premises substantially unusable, then in such event, Tenant shall have the right to cancel and terminate this Lease as of the date of such taking upon giving to Landlord notice in writing within thirty (30) days after the receipt by Tenant from Landlord of written notice of such appropriation or taking. Landlord agrees that it will give written notice to Tenant immediately upon appropriation or taking hereunder. Any taking or appropriation by eminent domain proceedings shall be deemed to render the Premises substantially unusable hereunder if such appropriation or taking results in Tenant's inability to use the Leased Premises in the manner in which and for the purposes for which it has been used or can be used under this Lease. In the event of such cancellation, Tenant shall thereupon be released from any further liability under this Lease. If this Lease is terminated in either manner hereinabove provided, the monthly rent for the last month of Tenant's occupancy shall be pro-rated and Landlord agrees to refund to Tenant any such rent paid in advance.

c. All awards, damages and other compensation paid by the condemning authority on account of such taking or condemnation (or sale under threat of such taking) shall belong to Landlord, and Tenant hereby assigns to Landlord all rights to such awards, damages and compensation to the extent such award does not include settlement of Tenant's claim for personal property or damages as provided hereafter. Tenant agrees not to make any claim against Landlord or the condemning authority for any portion of such award or compensation attributable to damages to the Leased Premises, the value of the unexpired term of this Lease, the loss of profits or goodwill, leasehold improvements or severance damages. Nothing contained herein, however, shall prevent Tenant from pursuing a separate claim against the condemning authority for the value of furnishings, equipment and trade fixtures installed in the Leased Premises at Tenant's expense and for relocation expenses, provided that such claim shall in no way diminish the award or compensation payable to or recoverable by Landlord in connection with such taking or condemnation.

14. DEFAULT AND REMEDIES

- a. If Tenant shall fail to make any payment of rent or other payment due hereunder and Tenant shall continue to fail to make such payment for a period of five (5) days after receipt of written notice from Landlord to cure such default; or
- b. If Tenant shall fail to perform or breach any non-monetary covenant contained under the Lease and said breach is not cured within thirty (30) days notice from Landlord to do so; except that in the event such cure cannot be completed within thirty (30) days and Tenant shall have commenced cure and is diligently proceeding to cure the breach Tenant shall not be deemed to be in default; or
- c. If Tenant shall petition to be declared bankrupt or insolvent according to law; or
- d. If a receiver or other similar officer shall be appointed to take charge of any part of the Leased Premises, or to wind up the affairs of the Tenant, and it is not discharged within thirty (30) days; or
- e. If any assignment shall be made of Tenant's property for the benefit of creditors; or
- f. If a petition shall be filed for Tenant's reorganization under Chapter 11 of the Bankruptcy Act; or
- g. If Tenant shall abandon the Leased Premises,

Then and in each and every such case, from thenceforth and at all times thereafter, at the sole option of Landlord, Tenant's right of possession shall thereupon cease and terminate, and Landlord shall be entitled to the possession of the Leased Premises, and in the event of such re-entry or retaking by Landlord, Tenant shall nevertheless remain in all events liable and answerable for the full rent to the date of retaking or re-entry, and Tenant shall also be and remain answerable in damages or any deficiency for loss of rent which Landlord may thereby sustain in respect of the balance of the LEASE TERM; and in such case, Landlord reserves full power, which is hereby acceded to by Tenant, to let said Leased Premises for the benefit of Tenant in liquidation and discharge, in whole or in part, as the case may be, of the liability of Tenant under the terms and provisions of this Lease, and such damages, at the option of the Landlord, may be recovered by it at the time of the retaking or re-entry, or in separate actions, from time to time, as Tenant's obligation to pay rent would have accrued if the term had continued, or from time to time, as said damages shall have been made more easily ascertainable by re-letting of the Leased Premises, or such action by Landlord may at the option of Landlord be deferred until the expiration of the term, in which latter event the cause of action shall not be deemed to have accrued until the date of the termination of said term.

All rents received by Landlord in any such re-letting shall be applied first to the payment of such expenses as Landlord may have incurred in recovering possession of the Leased Premises and in re-letting the same, including any commissions; second, to the payment of any costs and expenses incurred by Landlord either for making necessary repairs to the Premises to return the Leased Premises to the condition described in Section 20 below, or in curing any default on the part of Tenant in any covenant or condition herein made binding upon Tenant; and last, any remaining rent shall be applied toward the payment of rent due from Tenant under the terms of this Lease, with interest at twelve percent (12%) per annum, and Tenant expressly agrees to pay any deficiency then remaining. Landlord, however, at its option, may refrain from terminating Tenant's right of possession and in such case may enforce against Tenant the provisions of this Lease for the full term thereof.

Tenant expressly agrees to reimburse Landlord for any expenses, including reasonable attorney fees, Landlord may incur in enforcing the latter's rights against Tenant under this Lease, including, but not limited to, the collection of rent and the securing of possession of the Leased Premises.

15. OPTION TO ASSIGN OR SUBLET

Tenant shall have the right to assign this Lease, or sublet all or any portion of the Leased Premises subject to the written approval of Landlord, which approval shall not be unreasonably withheld. It is agreed that Landlord shall have the right to deny such approval if Tenant is in default of any terms, conditions or covenants of this Lease, or if such approval is for a change in the use of the Leased Premises.

16. SUBORDINATION

This Lease shall be subject and subordinate at all times to the lien of existing mortgages and of mortgages which hereafter may be made a lien on the Premises. Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant will, nevertheless, execute and deliver such instruments subordinating this Lease to the lien of any such mortgages as may be desired by the mortgagee. Tenant hereby appoints Landlord his attorney-in-fact, irrevocably, to execute and deliver any such instrument for Tenant. Tenant's agreements set forth in this paragraph are conditioned upon the mortgagee or beneficiary as the case may be, agreeing to recognize this Lease and not to disturb Tenant's occupancy. The execution of this Lease is subject to Tenant's receipt of the agreement of Landlord's existing or future lenders to be delivered to Tenant within ten (10) days after the date hereof to recognize this Lease in the event of any foreclosure of the Premises or the building and the lender's agreement to allow Tenant to occupy the Leased Premises throughout the term.

17. ENTRY AND INSPECTION

a. Tenant shall permit Landlord and its agents to enter the Leased Premises at all reasonable times for any of the following purposes: to inspect the same; to maintain the improvements; to make such repairs to the Leased Premises as Landlord is obligated or may elect to make; to show the Leased Premises to prospective tenants during the last nine (9) months of the LEASE TERM.

b. Landlord shall have the right to immediate access in the event of emergency.

18. LIABILITY OF LANDLORD

Tenant shall indemnify and hold Landlord harmless from and against all costs, damages, claims, liabilities and expenses (including reasonable attorneys fees) suffered by or claimed against Landlord, directly or indirectly, based on, arising out of, or resulting from (i) Tenant's use and occupancy of the Premises or the business conducted by Tenant therein, (ii) any act or omission by Tenant or its employees, agents, or invitees, or (iii) any breach or default by Tenant in the performance or observance of its covenants or obligations under this Lease. Landlord shall indemnify and hold Tenant harmless from and against all costs, damages, claims, liabilities and expenses (including reasonable attorneys fees) suffered by or claimed against Tenant, directly or indirectly, based on, arising out of or resulting from (i) Landlord's breach of any representation, covenant or warranty set forth herein, or (ii) any act or omission by Landlord or its employees, agents, or invitees.

19 HAZARDOUS WASTE

a. Tenant has occupied the Leased Premises for more than 20 years. Tenant warrants that it has not and will not contaminate nor permit any others to contaminate or otherwise expose the Leased Premises to any hazardous material and that the Tenant will hold Landlord harmless from and against any loss, liability, claims, damages, costs and expenses, including reasonable attorney fees, for any hazardous material placed on the Leased Premises during the term of this Lease or any extension thereof. This indemnification and hold harmless provision shall survive the termination of this Lease.

b. Landlord certifies that no claim, action, suit or proceeding is pending or threatened against Landlord or any other party arising directly or indirectly out of the presence, use or existence of any such hazardous materials in, under, on or about the Leased Premises.

c. Landlord shall make available to Tenant any and all environmental information and reports on the building and Leased Premises in its possession.

20. SURRENDER OF POSSESSION

The Tenant shall, on or before the last day of the term hereby granted, or upon the sooner termination of this Lease, peaceably and quietly leave, surrender, and yield up unto the Landlord the Leased Premises, free of sub-tenancies, broom clean and in good order and condition except for reasonable wear and tear thereof and title to all improvements not required to be removed shall thereupon vest in Landlord. At the time of such surrender of the Leased Premises, Tenant shall also assign to Landlord any uncollected claims to insurance recoveries applicable to the Leased Premises, together with any proceeds from insurance recoveries applicable to damage to the Leased Premises, which have not been expended by the Tenant in the restoration of any damage.

21. TENANT HOLDING OVER

If Tenant shall not immediately surrender possession of the Premises at the LEASE TERMINATION DATE, Tenant shall become a tenant from month to month, provided rent shall be paid to and accepted by Landlord, in advance at the escalated monthly rental rate then in effect under this Lease plus twenty-five percent (25%). However, unless and until Landlord shall accept such rental from Tenant, Landlord shall continue to be entitled to retake or recover possession of the Premises as hereinbefore provided in case of default on the part of Tenant, and Tenant shall be liable to Landlord for any loss or damage it may sustain by reason of Tenant's failure to surrender possession of the Premises immediately upon the expiration of the term of this Lease. If Tenant shall fail to surrender possession of the Premises immediately upon the expiration of the term hereof, Tenant hereby agrees that all the obligations of Tenant and all rights of Landlord applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy, whether or not a month to month tenancy shall have been created as aforesaid.

22. WARRANTIES

At LEASE COMMENCEMENT DATE, Tenant shall accept the Leased Premises in its existing condition. No representation, statement or warranty, express or implied other than those contained herein, has been made by or on behalf of the Landlord as to such condition or as to the use that may be made of the Leased Premises or for any limitation on its use.

23. COMPLIANCE WITH LAWS

During the term of this Lease, Tenant shall, at its sole expense, promptly observe and comply with all valid and existing laws, ordinances or other governmental regulations affecting the Leased Premises or the use thereof. Tenant shall pay all expenses, costs, liabilities, losses, damages, fines, penalties, claims and demands that may arise out of or be imposed because of a failure to comply with such laws, ordinances, or in connection with contesting the validity of any such law or ordinance.

24. QUIET ENJOYMENT

Landlord covenants that Landlord is seized of the real property in fee simple and has the full right to make this Lease and that except as set forth above, Tenant shall have quiet and peaceable possession of the Leased Premises during the term thereof.

25. MECHANICS LIENS

Any permitted work, repairs, alterations, improvements, reconstruction, etc., shall be performed in a good and workmanlike manner and free of all liens and claims of contractors, subcontractors and/or suppliers of materials and in compliance with all applicable laws, ordinances and regulations. Tenant may, if in good faith and upon reasonable grounds, it disputes the validity of the whole or any part of any lien or claims of materialmen, mechanics, or laborers, upon the Leased Premises, property or buildings, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid the same. In the event any mechanics or materialmen liens are filed against the property, Premises or building, Tenant shall promptly obtain the release of the same by posting a satisfactory bond therefor.

26. ESTOPPEL CERTIFICATE

Tenant and Landlord will at any time, or from time to time at the request of each other, execute, acknowledge and deliver to each other a certificate certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) whether or not there are then existing any offsets or defenses against the enforcement of any of the provisions of this Lease (and if so, specifying the same), and (c) the dates, if any, to which the Basic Rent and other charges have been paid in advance. Any such certificate may be relied upon by any prospective mortgagee or purchaser of the property or any part thereof, or any prospective assignee or subtenant.

27. NO OFFER OR OPTION

The submission of this Lease for examination by Tenant does not constitute an offer or an option to lease the aforementioned Leased Premises, nor is it intended as a reservation of the Leased Premises for the benefit of Tenant. On the contrary, it is expressly understood and agreed that this Lease shall not be effective or binding upon the parties until and unless it is fully and properly executed by both Tenant and Landlord and a duplicate original hereof is delivered to Tenant.

28. BROKERAGE FEE

Landlord and Tenant warrant that neither is represented by any real estate or other broker with respect to the negotiation of this Lease agreement. Landlord and Tenant shall hold each other harmless against any claims for real estate commissions.

29 **WAIVER OF TRIAL BY JURY**

Landlord and Tenant each agree to, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by any of the parties hereto against the other(s) on any matters whatsoever arising out of or in any way connected with this Lease or occupancy of said Premises and/or any claim of injury or damage, and any statutory remedy.

30. **MISCELLANEOUS**

a. This Lease shall be executed in a number of counterparts, each of which shall be deemed an original.

b. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Virginia.

c. In construing this Lease, the feminine or neuter pronouns shall be substituted for those in masculine form and vice versa, and plural terms shall be substituted for singular terms and vice versa, wherever the context requires.

d. The parties agree to execute and deliver any instruments in writing to carry out any term or provision of this Lease, whenever occasion shall arise and request for such instruments shall be made.

e. This Lease may be modified only by an instrument in writing duly executed and acknowledged by the party against which enforcement of such modification is sought.

f. This Lease contains the entire agreement between the parties.

g. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

h. The terms and provisions of this Lease shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, as if they were in every case named and expressed, and shall be construed as covenants running with the land; and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the heirs, executors, administrators, successors and assigns of such party, as if in each and every case so expressed.

i. Any notice required or permitted herein to be given to Landlord shall be deemed to have been given if left with or mailed in any United States Post Office by certified or registered mail, postage prepaid, addressed to Landlord at 5613 Leesburg Pike, Suite 40, Baileys Crossroads, Virginia 22041. Any notice required or permitted to be given to Tenant shall be deemed to have been given if mailed in any United States Post Office by certified or registered mail, postage prepaid, addressed to Tenant at 3439 Carlin Springs Road, Baileys Crossroads, VA 22041, or to such other addresses as the parties hereto may designate in writing from time to time.

j. Tenant understands and agrees that the common areas of the building, including, but not limited to, the hallways, stairwells, entrances and restrooms are intended for ingress/egress only and that there shall be no loitering or congregating therein.

k. Tenant will notify Landlord in advance of any change in Tenant's corporate structure or its form of business entity.

l. Tenant warrants that in the event it records a Memorandum of Lease in the land records of Fairfax County, then Tenant shall be solely responsible for releasing said Memorandum of Lease from the land records of Fairfax County at the expiration of the Lease term or at the earlier termination of this Lease, as the case may be.

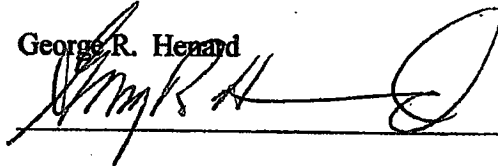
WITNESS THE FOLLOWING SIGNATURES AND SEALS:

TENANT

J.K. DISTRIBUTORS, INC.

By: George R. Henard

Telephone: / /



(Signature)

Its: President/Owner

Commonwealth of Virginia, to wit:

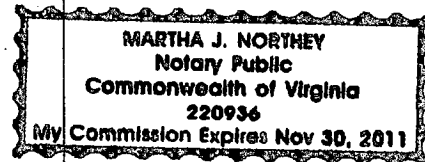
On this 4th day of January, 2010, before me appeared George R. Henard to be personally known, who being by me duly sworn, did say that he is the President/Owner of J.K. Distributors, Inc., a Virginia corporation, and that the foregoing instrument was signed and sealed on behalf of said company, by authority of its management, and that he/she acknowledged said instrument to be the free act and deed of said Company.

IN TESTIMONY WHEREFORE, I have hereunto set my hand and affixed my official seal on the day and year first above-written.




Notary Public

My commission expires:



LANDLORD

AMANDA CORPORATION



(SEAL)
BY: John E. Lawson, Jr.
Its: President

Date: 1 / 4 / 2010

LEASE ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

THIS LEASE ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (the "Assignment"), is made and entered into as of the 1st day of April, 2014, by and between **J.K. DISTRIBUTOR, INC. t/a H & H AUTOMOTIVE PARTS WAREHOUSE**, a Virginia corporation ("Assignor") and **UNI-SELECT USA, INC.**, a Delaware corporation ("Assignee").

RECITALS

- A. Amanda Corporation ("Landlord") and Assignor are parties to a certain lease agreement dated December 31, 2009 (the "Lease") which relates to the premises located at 3437 and 3439 Carlin Springs Road, Baileys Crossroads, VA 22041 (the "Leased Premises"). A copy of the Lease is attached hereto as **Exhibit "A"**.
- B. Assignor and Assignee have entered into an agreement of purchase and sale (the "**Purchase Agreement**") for the sale by the Assignor to the Assignee of the assets of the Assignor's automotive parts business and related services, and pursuant to which Assignor desires to assign and Assignee agrees to assume the Assignor's interest in the Lease and the Leased Premises (the "**Assignment and Assumption**") from and after April 1, 2014 (the "**Effective Date**"), conditional to the closing of the transaction.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

PROVISIONS

1. Ratification of Lease. The terms, covenants and conditions of the Lease are hereby ratified and reaffirmed in their entirety by all parties hereto.
2. Assignment; Acceptance and Assumption. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's rights, title and interest in and to the Lease, as of the Effective Date. Assignee hereby accepts this Assignment and agrees to assume and be bound by all of the terms, conditions and provisions of the Lease from and after the Effective Date. From and after the Effective Date of this Assignment, all references in the Lease to "Tenant" shall mean Assignee.
3. Condition of Leased Premises. Assignee accepts the Leased Premises in its "AS-IS" condition as of the Effective Date of this Assignment.
4. Indemnity. Assignor hereby agrees to indemnify, protect, defend and hold Assignee harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses (including, without limitation, reasonable consultants' and attorneys' fees and costs) arising out of or resulting from any breach or default by Assignor under the terms of the Lease arising prior to the Effective Date or from the environmental state or condition of the Leased Premises existing prior to the Effective Date. Assignee agrees to indemnify, protect, defend and hold Assignor harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses (including, without

limitation, reasonable consultants' and attorneys' fees and costs) arising out of or resulting from any breach or default by Assignee under the terms of the Lease arising on or after the Effective Date or from the environmental state or condition of the Leased Premises as a result of the Assignee's use or operations thereon on or after the Effective Date.

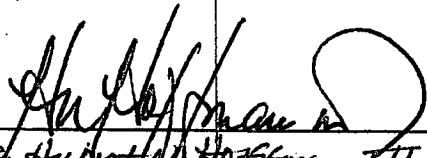
5. Assumption/Indemnity. Assignee hereby assumes and agrees to fully perform all of the terms, conditions, covenants and agreements to be kept and performed on the part of the Assignor under the Lease from and after the Effective Date, including, without limitation, the rental and other monetary obligations under the Lease.
6. Confirmation of Status. Assignor confirms that (a) the Lease (in the form attached) sets forth all of the terms and conditions relating to the rights and obligations of Assignor in respect of its use and occupancy of the Leased Premises, (b) there are no understandings, agreements or other commitments of any nature between Landlord and Assignor which would modify or otherwise supplement the terms or conditions of the Lease as expressly set forth therein and (c) the Lease is presently in full force and effect.
7. Brokers. Assignor and Assignee each hereby warrant and represent to Landlord that it has not engaged any brokers or agents in the transaction which resulted in this Assignment. Assignor and Assignee shall each indemnify Landlord against any expense incurred by Landlord as a result of any claim for brokerage or other commissions made by any broker, finder, or agent, whether or not meritorious, employed by Assignor or Assignee, respectively, or claiming by, through, or under Assignor or Assignee, respectively.
8. Counterparts. This Assignment may be executed in any number of counterparts, each of which, when so executed and when delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

INTENDING TO BE BOUND, the parties have executed and delivered this Assignment, in triplicate, as of the day and year first written above.


ASSIGNOR:

**J. K. DISTRIBUTOR, INC. t/a H & H
AUTOMOTIVE PARTS WAREHOUSE**

By: 
Name: Hubert W. Hoffman III
Title: President

ASSIGNEE:

UNI-SELECT USA, INC.

By: 
Name: Guy Archambault
Title: AUTHORIZED REPRESENTATIVE

Consent of Landlord

Amanda Corporation, the Landlord under the Lease, hereby consent to the assignment of the Lease by Assignor to Assignee on the terms and conditions set forth in this Assignment. The foregoing consent shall not be deemed consent to any future assignment of the Lease or subletting of any portion of the Leased Premises, and no further assignment of the Lease or subletting all or any portion of the Leased Premises shall be made without the prior written consent of Landlord as provided in the Lease. Landlord's consent to the assignment of the Lease as provided herein is subject to the conveyance of the assets of Assignor to Assignee pursuant to the Purchase Agreement and such consent shall not be effective until such time as such assets have been so conveyed.

LANDLORD:

Amanda Corporation

By:

Name:

John E. Lawson, Jr.
JOHN E. LAWSON, JR.

IEH Auto Parts LLC
445 Hamilton Avenue, Suite 1210
White Plains, NY 10601

February 23, 2015

Re: Assignment of lease

To Whom It May Concern:

As you may be aware, IEH Auto Parts LLC (the "Purchaser") has agreed to acquire substantially all of the assets of Uni-Select USA, Inc., Beck/Arnley Worldparts, Inc. and Automotive Information Management, Inc. (collectively, the "Seller"), pursuant to an asset purchase agreement dated February 9, 2015 between the Purchaser and the Seller (the "Purchase Agreement").

The Purchaser is a limited liability company formed under the laws of Delaware, and is a subsidiary of Icahn Enterprises L.P., a diversified holding company engaged in nine primary business segments: Investment, Automotive, Energy, Metals, Railcar, Gaming, Food Packaging, Real Estate and Home Fashion.

Pursuant to the transactions contemplated by the Purchase Agreement, the Purchaser will acquire substantially all of the assets of the existing tenant, free and clear of all liens and obligations under the Seller's indebtedness. Accordingly, upon Closing, the Purchaser will have a financial position that we believe is superior to that of the existing tenant with an estimated equity value of \$340 million and no debt.

On behalf of the Purchaser, we look forward to building a good landlord-tenant relationship with you and your team. Please feel free to contact the undersigned in the meantime.

Yours truly,



SungHwan Cho
Chief Financial Officer and Secretary
IEH Auto Parts LLC
Tel: (212) 702-4338



170 INDUSTRIEL BLVD.
BOUCHERVILLE, QC J4B 2X3 CANADA
PHONE: (450) 641-2440
FAX: (450) 449-4908

January 27, 2016

Amanda Corporation
5613 Leesburg Pike
Suite 40
Falls Church, VA 22041

Re: Consent to Assignment of Lease Agreement between Uni-Select USA, Inc. ("Tenant"), and Amanda Corporation ("Landlord") dated December 31, 2009 (as amended or renewed from time to time) ("Lease") for the premises located at 3437-3439 Carlin Springs Road, Bailey's Crossing, VA ("Premises")

To Whom It May Concern:

On May 31, 2015, Tenant and IEH Auto Parts LLC ("Purchaser") entered into an Asset Purchase Agreement ("Purchase Agreement"), pursuant to which the Seller sold substantially all of its assets, including the interest in the Lease and the Premises to the Purchaser.

In connection with such Purchase Agreement, the Tenant desires to assign all of its rights and obligations under the Lease to the Purchaser, including the security deposit, if any, and the Purchaser has agreed to assume all of Tenant's rights and obligations under the Lease.

Tenant has attempted on numerous occasions to contact Landlord to obtain consent to assign the Lease to Purchaser without success. Consequently, we request that Landlord, at its earliest convenience, contact Josee Fucale (By phone: 450-641-6931 or by email: jfucal@uniselect.com) to discuss this matter and provide any additional information Landlord may require in order to obtain Landlord's consent to assign the Lease to Purchaser.

Sincerely,

Uni-Select USA, Inc.

By: 

Name: Josee Fucale

Title: Paralegal

c.c. Matthew C. Flannery, General Counsel, IEH Auto Parts, LLC
Louis Juneau, Chief Legal Officer & Secretary, Uni-Select USA, Inc.



170 INDUSTRIEL BLVD.
BOUCHERVILLE, QC J4B 2X3 CANADA
PHONE: (450) 641-2440
FAX: (450) 449-4908

DIRECT LINE: (450) 641-6922
E-MAIL: ljuneau@uniselect.com

March 2, 2015

Amanda Corporation
5613 Leesburg Pike
Suite 40
Falls Church, VA 22041

RECEIVED MAR 04 2015

Re: Consent to Assignment of Lease Agreement between Uni-Select USA, Inc. ("Tenant"), and Amanda Corporation ("Landlord") dated December 31, 2009 (as amended or renewed from time to time) ("Lease") for the premises located at 3437-3439 Carlin Springs Road, Bailey's Crossing, VA ("Premises")

To Whom It May Concern:

On February 9, 2015, Uni-Select USA Holdings, Inc., Uni-Select USA, Inc. ("Uni-USA"), Beck/Arnley Worldparts, Inc. ("Beck") and Automotive Information Management, Inc. ("AIM") (collectively the "Seller") and IEH Auto Parts LLC ("Purchaser"), entered into an Asset Purchase Agreement ("Purchase Agreement"), pursuant to which the Seller agreed to sell substantially all of the assets of Uni-USA, Beck and AIM, including Tenant's interest in the Lease and the Premises to the Purchaser. The closing of the proposed transaction ("Closing") is expected to occur following receipt of the required regulatory approvals and satisfaction of other customary closing conditions ("Closing Date"). Copies of the press release of each of the Seller and the Purchaser (a subsidiary of Icahn Enterprises L.P.) are attached herewith as Exhibit A, for your convenience.

In connection with such Purchase Agreement and effective as of the Closing Date, the Tenant desires to assign all of its rights and obligations under the Lease to the Purchaser, including the security deposit, if any, and the Purchaser has agreed to assume all of Tenant's rights and obligations under the Lease as of and from and after the Closing Date with respect to the period from and after the Closing Date. Pursuant to the Lease, consent of Landlord may be required to assign the Lease. This letter hereby serves as Tenant's request for consent from the Landlord to the assignment of the Lease. Should Closing of the proposed transaction not occur, the Tenant will notify the Landlord accordingly and the assignment shall be null and void and shall be of no further force and affect.

You will find enclosed herewith a letter in respect of the Purchaser. Should you need any additional information regarding the Purchaser, please communicate directly with:

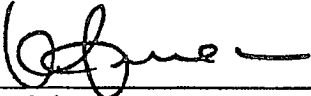
SungHwan Cho
Chief Financial Officer and Secretary
IEH Auto Parts LLC
e-mail: scho@ielp.com

Please sign the acknowledgement below indicating the Landlord's consent to the assignment of the Lease and return it, by fax at 450-449-4908 or by a scanned PDF to jfucal@uniselect.com on or before March 12, 2015 with the original to follow by messenger at the following address: 170 Industriel Boulevard, Boucherville, Québec Canada J4B 2X3., ATT: Vice-President Legal Affairs and Secretary.

If you have questions regarding this letter, please do not hesitate to contact Josee Fucale (By phone: 450-641-6931 or by email: jfucal@uniselect.com).

Sincerely,

Uni-Select USA, Inc.

By: 
Name: Louis Juneau
Title: Secretary

CC: SungHwan Cho

The undersigned hereby acknowledges receipt of notice from Uni-Select USA, Inc. ("Tenant") dated March 2, 2015 and consents to the assignment of the Lease by the Tenant to the Purchaser. The undersigned hereby further acknowledges and agrees that Tenant is and shall be released from all of its obligations arising under the Lease as of and from the expiry of its current term (and therefore shall not have any continuing obligations as a result of any extension or renewal of the current term of the Lease following the Closing Date.

Amanda Corporation

Date: _____, 2015

By: _____
Name: _____
Title: _____

This consent may be executed in any number of separate counterparts (including by facsimile or other electronic means) and all such signed counterparts will together constitute one and the same executed document. To evidence its execution of an original counterpart of this consent, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile or other means of recorded electronic transmission and such transmission (including in PDF form) with an acknowledgement of receipt shall constitute delivery of an executed copy of this consent.

LANDLORD'S ACKNOWLEDGEMENT AND CONSENT

TO: J.K. Distributor, Inc. t/a H & H Automotive Parts Warehouse (the "Tenant")
AND TO: Uni-Select USA, Inc. (the "Assignee")
FROM: Amanda Corporation (the "Landlord")
RE: Lease of premises municipally known as 3437 and 3439 Carlin Springs Road, Baileys Crossroads, VA 22041 (the "Premises")

WHEREAS the Landlord is the landlord and the Tenant is the tenant of the Premises pursuant to the Lease Agreement attached hereto as Schedule "A" (the "Lease");

AND WHEREAS the Tenant, the Assignee and others have entered into an agreement of purchase and sale (the "Purchase Agreement") for the sale by the Tenant to the Assignee of, among other things, certain of the assets of the Tenant's auto part aftermarket business, including the assignment by the Tenant and the assumption by the Assignee of the Tenant's interest in the Lease and the Premises (the "Assignment and Assumption");

AND WHEREAS the Landlord has agreed to grant its consent to the Assignment and Assumption effective as of March 17, 2014 (the "Effective Date"), conditional to the closing of the transaction;

AND WHEREAS unless otherwise defined herein, all capitalized terms and expressions used in this Acknowledgement and Consent have the meaning attributed thereto in the Lease.

NOW THEREFORE IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Landlord:

1. The Landlord covenants, acknowledges and agrees with each of the Tenant and the Assignee as follows:
 - (a) the Lease has been validly authorized, executed and delivered by the Landlord and the Tenant has unconditionally accepted the possession of the Premises;
 - (b) the Lease is a valid and subsisting lease in full force and effect and the base rent, additional rent, taxes and all other amounts payable by the Tenant thereunder (collectively the "Rent") have been paid up to and including March 31, 2014;
 - (c) all of the obligations of the Tenant contained in the Lease have been performed by the Tenant to the date hereof;
 - (d) the Lease contains the entire and only agreement between the Landlord and the Tenant pertaining to the Tenant's occupation of the Premises and there are no other agreements or arrangements, either written or oral, or documentation pertaining to the occupation of the Premises by the Tenant save for the Lease. There are no rights or equities outstanding between the Tenant and the Landlord except as disclosed by the Lease;
 - (e) the Lease has not been altered, amended or assigned by the Landlord, nor has the Landlord received notice of or consented to any assignment or sublet of the Premises by the Tenant;
 - (f) the current term of the Lease will end on December 31, 2019;
 - (g) the minimum rent for the Premises until December 2019 is \$ 15,323 per month;
 - (h) the Landlord, so far as it is aware, has satisfactorily completed all work required to be done to the Premises under the Lease by the Landlord;

- (i) there is no existing default under the Lease on the part of the Tenant (nor has any default of the Tenant been waived by the undersigned) nor, to the best of the undersigned's knowledge, no event has occurred which, with the passing of time or the giving of notice would constitute a default by the Tenant under the Lease and the Landlord is not aware of any claim, set-off or other dispute with the Tenant under the Lease;
 - (j) the Tenant does not have any right of refusal or option to lease any space in addition to the Premises save as set out in the Lease;
 - (k) there are no unpaid tenant inducements, tenant allowances or lease takeovers in connection with the Lease and no future rent-free or rent abatement periods under the Lease; and
 - (l) the Tenant has not waived and, so far as the Landlord is aware, the Tenant has not omitted to take any action with respect to the exercise of any renewal rights, lease extensions or options to lease premises which will expire in 2019 that has resulted in the loss of such rights, extensions or options.
2. The Landlord acknowledges and agrees that the Assignee may at the Assignee's option, carry on business at the Premises at anytime during the term of the Lease, or any renewal and/or extension thereof, under the business name Uni-Select USA, Inc. or such other name or names as the Assignee may from time to time determine and the Assignee may effect the requisite re-fixturing and ancillary changes to the Premises in connection therewith.
 3. The Landlord consents to the Assignment and Assumption as of and from the Effective Date. Said consent does not constitute a waiver of the necessity for consent to any further assignment or subletting, which must be completed in accordance with the terms of the Lease.
 4. The Landlord acknowledges and agrees that from and after the date of delivery to the Landlord of a copy of this Acknowledgement and Consent, the relevant section of the Lease providing for the delivery of notices is amended to provide that all notices to be sent or delivered to the Tenant, as that term is defined in the Lease, will be sent or delivered, as the case may be, to the Assignee at 170 Industriel Blvd., Boucherville, Quebec J4B 2X3, Attention: the Secretary.
 5. The Landlord agrees to do, make and execute all such further documents, agreements, assurances, acts, matters and things and take such further actions as may be reasonably required from time to time by the Assignee and/or the Tenant in order to more effectively carry out the true intent of this Acknowledgement and Consent.
 6. The Acknowledgement and Consent shall enure to the benefit of the Tenant and the Assignee and each of their respective successors and assigns and shall be binding upon the Landlord and its successors and assigns.
 7. The Landlord acknowledges and agrees that if for any reason the transaction of purchase and sale between, amongst others, the Tenant and the Assignee shall not be consummated for any reason, this Acknowledgement and Consent shall become null and void and shall be of no further force and effect.
 8. This Acknowledgement and Consent may be executed in several counterparts, each of which, once executed, shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.
 9. This Acknowledgement and Consent and any amendments hereto shall be considered validly executed and delivered by a party, if said party delivers an executed copy of the document to the other party hereto by telecopier or facsimile device. Such telecopied and/or facsimiled copy shall be deemed to have the same force and effect as an executed original. Each of the parties hereto agree to provide each other with an executed original copy of this Acknowledgement and Consent and any amendments thereto (if any) as soon as practicable thereafter.

SIGNED, SEALED AND DELIVERED as of the _____ day of _____, 2014.

SIGNED in the presence of:

LANDLORD:

Name:
Address:

ADDENDUM NUMBER 1 TO LEASE

THIS ADDENDUM NUMBER 1 TO LEASE (this "Addendum") is made and entered into as of the 4th day of August, 2022, effective as of July 24, 2022 by and between (i) Amanda Corporation (herein "Landlord") and (ii) IEH Auto Parts, LLC. (hereinafter referred to as the "Tenant").

RECITALS:

- A. Landlord and Tenant entered into that certain Commercial Lease dated December 31, 2009, (the "Original Lease") together with a Lease Assignment, Assumption and Consent dated April 1, 2014 and a Consent to Assignment of Lease Agreement dated July 21, 2016 and a Lease Termination Notice sent July 25, 2019 herein after collectively known as the Lease. For the use and occupancy of approximately 20,000 rentable square feet of space at the property located at 3437 -3439 Carlin Springs Road, Baileys Crossroads, Virginia, 22041 (the "Premises")
- B. The term of the Lease is set to expire on July 24, 2022.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Landlord and Tenant, intending legally to bound, hereby agree as follows:

- Recitals: Incorporation of Terms: Definitions. The foregoing recitals, and the terms and provisions of the Lease, are hereby incorporated herein by reference and are made a substantive part of this Addendum. Capitalized terms shall have the meanings ascribed to such terms in the Lease unless a contrary intent is indicated herein. The term "Lease" shall hereafter mean the Lease Agreement dated December 31, 2009 as amended by the Lease Assignment, Assumption and Consent dated April 1, 2014 and a Consent to Assignment of Lease Agreement dated July 21, 2016 and a Lease Termination Notice sent on 2019 and by this Addendum Number 1 to Lease.
- Term: The lease term shall be extended until July 31, 2025.
- Base Annual Rent: The Tenant agrees to the following base annual rent schedule:

August 1, 2022 – July 31, 2023	@ \$ 25,000.00 / month.
August 1, 2023 – July 31, 2024	@ \$ 25,750.00 / month.
August 1, 2024 – July 31, 2025	@ \$ 26,522.50 / month.

4. Option to Renew: Provided that the Tenant has not been in default and provided that the Tenant provides 180 day prior written notice the Tenant shall have two options to renew the lease for a term of one year each. The Base Rental Rent during the option periods shall be as follows:

August 1, 2025 July 31, 2026 \$ 27,318.18 month

August 1, 2026 July 31, 2027 \$ 28,137.72 month

All other Terms and Conditions to remain the same.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first written above.

TENANT

[Signature] (SEAL)

BY: *John Michael Mayney*
His: *EXP. Finance & Administration*

State of Georgia

COUNTY OF Cobb

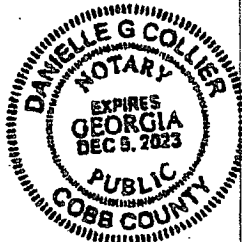
BEFORE ME, this 1 day of August, 2022 personally appeared in person, with current and valid identification issued by Georgia on 2021 is known to me to be the same person who executed the foregoing instrument, and he/she has acknowledged to me that the same is his/her free act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day, year and place as written above.

Danelle Collier

Notary Public

My Commission Expires:
Notary Registration Number:



LANDLORD *Amanda Corporation*
~~Payne Brothers Properties, LLC~~

By: *WJ* (SEAL)
By: WILLIAM FENDLEY, III
Its: ~~Manager~~ *President.*

Property: **Aminda Corporation** Account Number: **087675** Account Start Date: **08/16/15** Balance Due: **31159**
 Name: **144 Auto Parts, LLC** Status: **Current**
 Account Number: **1** Global Charge: **9000**
 Default Phone: **757-261-3535** Lease Type: **Leasing Right**

General **Contracts** **Leases** **Use Demand Fields** **Recurring Charges** **Payments** **Rate Fee**

Search: Filter By: Date: Reference: Description: Amount: Balance:

Date	Reference	Description	Amount	Balance
04/05/2022	1000927	Payment Received		
04/27/2022	1002095	RE Tax and Snow Payment		
05/01/2022	IV# 8872	Rent Charge		
05/05/2022	1003392	Payment Received		
05/01/2022	IV# 8975	Rent Charge		
05/01/2022	1003306	Payment Received		
07/01/2022	IV# 9077	Rent Charge		
07/06/2022	1008897	Payment Received		
08/01/2022	IV# 9181	Rent Charge		
08/03/2022	1009600	Payment Received		
08/04/2022	IV# 9271	Rent Charge		
08/05/2022	IV# 9273	CRE-RE TAX		
08/09/2022	1010101	Payment Received		
08/30/2022	1011334	Payment Received		
09/01/2022	IV# 9290	Rent Charge		
10/01/2022	IV# 9411	Rent Charge		
10/03/2022	IV# 9496	CRE-INSURANCE		
10/06/2022	1013757	Payment Received		
11/01/2022	IV# 9506	Rent Charge		
11/01/2022	1016455	Payment Received		
12/01/2022	IV# 9616	Rent Charge		
12/05/2022	IV# 9807	CRE-RE TAX		
12/12/2022	1017700	Payment Received		
12/15/2022	IV# 9806	CRE-REPAIRS/MAINTENANCE		
12/22/2022	ACH	Payment Received		
01/01/2023	IV# 9719	Rent Charge		
01/26/2023	ACH	Payment Received		
02/01/2023	IV# 9940	Rent Charge		
03/01/2023	IV# 9951	Rent Charge		
03/06/2023	ACH	Payment Received		
03/15/2023	IV# 10034	CRE-SNOW REMOVAL		
			7,477.00	20,181.54