

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>Beck Arnley Holdings LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>Beck Arnley Holdings LLC</u> <u>15701 Technology Drive</u> <u>Northville, Michigan 48168, USA</u>	<u>Beck Arnley Holdings LLC</u> <u>P.O. Box 775901</u> <u>Chicago, Illinois 60677-5901, USA</u>
	Contact phone <u>248-354-1491</u>	Contact phone <u>248-354-1491</u>
	Contact email <u>michael.duffy@driv.com</u>	Contact email <u>michael.duffy@driv.com</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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: 1070 _____

7. How much is the claim? \$ 409,758.39. 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.
Goods sold

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. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: Rebates and discounts. See addendum.



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

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.

\$ 76,427.77

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 04/27/2023
MM / DD / YYYY

/s/Michael Duffy
Signature

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

Name Michael Duffy
First name Middle name Last name

Title Director Aftermarket Accounts Receivable

Company DRiV Automotive Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



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: Beck Arnley Holdings LLC 15701 Technology Drive Northville, Michigan, 48168 USA Phone: 248-354-1491 Phone 2: Fax: Email: michael.duffy@driv.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
		Has Related Claim: No Related Claim Filed By:
		Filing Party: Creditor
Disbursement/Notice Parties: Beck Arnley Holdings LLC P.O. Box 775901 Chicago, Illinois, 60677-5901 USA Phone: 248-354-1491 Phone 2: Fax: E-mail: michael.duffy@driv.com DISBURSEMENT ADDRESS		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Goods sold	Last 4 Digits: Yes - 1070	Uniform Claim Identifier:
Total Amount of Claim: 409,758.39	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): Yes: 76,427.77 Based on Lease: No Subject to Right of Setoff: Yes, Rebates and discounts. See addendum.	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Michael Duffy on 27-Apr-2023 8:30:16 p.m. Eastern Time Title: Director Aftermarket Accounts Receivable Company: DRiV Automotive Inc.		

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	Chapter 11
)	
IEH AUTO PARTS HOLDING LLC, <i>et al.</i> , ¹)	Case No. 23-90054 (CML)
)	
Debtors.)	(Jointly Administered)
)	

ADDENDUM TO PROOF OF CLAIM OF BECK ARNLEY HOLDINGS LLC

A. General Background

1. On January 31, 2023 (the “Petition Date”), IEH Auto Parts Holding LLC (“Auto Plus”) and its affiliated debtors and debtors in possession (collectively, the “Debtors”) commenced cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Court”). The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

2. On March 3, 2023, the Court entered an order [Docket No. 22] (the “Bar Date Order”), establishing May 1, 2023 at 5:00 p.m. (prevailing Central Time) as the deadline for all persons and entities (excluding governmental units and certain other exceptions) to file a proof of claim against any of the Debtors and the Debtors’ property (the “General Bar Date”).

3. This addendum (this “Addendum”) is filed by Beck Arnley Holdings LLC (“Beck Arnley”) as a supplement to Beck Arnley’s written proof of claim (together with this Addendum, the “Proof of Claim”).

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.kccllc.net/autoplus>. The location of Debtor IEH Auto Parts Holding LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 112 Townpark Drive NW, Suite 300, Kennesaw, GA 30144.

B. Basis for Claim

4. Beck Arnley, Auto Plus, and The Pep Boys - Manny, Moe & Jack (“Pep Boys”) are parties to a certain Supply Agreement, effective as of January 1, 2021 (the “Original Supply Agreement”) and attached hereto as **Exhibit A**. The Original Supply Agreement was amended effective January 1, 2021 (the “Amendment” and the Original Supply Agreement, as amended by the Amendment and as may be further amended, restated, amended and restated, or otherwise modified, the “Supply Agreement”), which terminated the Original Supply Agreement with respect to Pep Boys and is attached hereto as **Exhibit B**. In addition, DRiV, on behalf of itself and its subsidiaries, Pep Boys, and Auto Plus entered into that certain letter agreement, dated November 19, 2020, and effective as of January 1, 2021, as subsequently amended by that certain Amendment to Overstock Agreement, dated as of July 1, 2022 (together, the “Overstock Agreement”), by and between Auto Plus, Pep Boys, DRiV, and Beck Arnley Holdings. A copy of the Overstock Agreement is attached hereto as **Exhibit C**. The Supply Agreement and Overstock Agreement governs all of Auto Plus’ purchases and related returns of Beck Arnley products in the ordinary course of business.

5. Prior the Petition Date, Auto Plus owed Beck Arnley certain amounts under the Supply Agreement (the “Prepetition Claims”). Under the terms of the Supply Agreement, Beck Arnley agreed to pay Auto Plus certain discounts and rebates, including a General Marketing Fund, Hard Part Line Support Rebate, and Branded Partnership Rebate (each as described more fully in the Supply Agreement and collectively, the “Discounts and Rebates”) in relation to Auto Plus’ purchase of Beck Arnley products.

6. Beck Arnley is also owed a 1.5% interest rate on all overdue invoices. Beck Arnley has been working closely with the Debtors to reconcile the amount of the Prepetition Claims and the amount of any Discounts and Rebates. For the avoidance of doubt, the amounts

listed on the Proof of Claim do not include any Discounts and Rebates or any interest amounts as Beck Arnley is not aware of any accrued interest as of the date of this Proof of Claim. Additional data regarding the Prepetition Claims Auto Plus owes Beck Arnley is attached hereto as **Exhibit D**.

7. Beck Arnley may hold prepetition claims, certain of which may be liquidated, unliquidated, undetermined, or contingent, against the Debtors and/or their agents, employees, personal representatives, successors, heirs, assigns, insurers, and any other persons or entities acting on their behalf. Therefore, Beck Arnley is filing this Proof of Claim out of an abundance of caution to preserve all rights against the applicable Debtor in connection with such claims.

8. In addition, Beck Arnley may have other claims against the Debtors, which may arise under a federal or state statute, a federal or state common law right of action, or otherwise, and may be civil, criminal, administrative or judicial in nature and based in contract or tort (including without limitation, product liability, strict liability, fraud, misrepresentation, breach of duty, and negligence of any kind), express or implied warranty, common law indemnification or contribution, or otherwise. Regardless of their nature or origin, any and all claims held by Beck Arnley whether they constitute or arise in the context of a cause of action, counterclaim, cross-claim, third party claim, asserted right, demand, dispute, or controversy of any kind, legal or equitable, are hereby specifically incorporated into and made a part of this Proof of Claim, although the exact nature and extent of the claims, including the dollar amounts thereof, are not currently known.

C. Reservation of Rights

9. Beck Arnley reserves its right to seek payment of all contingent, undetermined, liquidated, unliquidated, claims, whether currently known or unknown to Beck Arnley, including any and all interest that it may be entitled to, including default interest, accrued and accruing, as

well as any and all fees, costs, and expenses that it may seek reimbursement for, including attorneys' fees and costs related to this Proof of Claim against the Debtors and the chapter 11 cases. Additionally, Beck Arnley expressly reserves without limitation, all other rights, remedies, interests, priorities, protections, claims, counterclaims, defenses, setoffs and recoupments against the Debtors.

10. The filing of this Proof of Claim (including any documents or attachments submitted in connection therewith) does not constitute a concession or admission by Beck Arnley of liability, of any facts, or as to whether all or a portion of the claims, albeit currently unknown, are prepetition or postpetition in connection with any claim that has been or may be asserted against Beck Arnley or against the Debtors and their estates.

11. Beck Arnley has filed this Proof of Claim (including any documents or attachments submitted in connection therewith) under compulsion of the Bar Date Order entered in the Debtors' chapter 11 cases and to protect Beck Arnley from forfeiture of its claims against the Debtors by reason of the dates established thereby. Beck Arnley reserves the right to amend and/or supplement this Proof of Claim at any time, including after the Bar Date, in any manner, and/or to file additional proofs of claim for any additional claims that may be based on the same or additional documents or grounds of liability or to assert that such claims are entitled to rights and priorities afforded under sections 365, 503, or 507 of the Bankruptcy Code.

12. The filing of this Proof of Claim is not and shall not be deemed or construed as: (a) a waiver or release of Beck Arnley's rights against any person, entity, or property; (b) a consent by Beck Arnley to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Beck Arnley; (c) a waiver or release of Beck Arnley's right to trial by jury in this Court or any other court in any

proceeding as to any and all matters herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as “core proceedings” pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) a consent by Beck Arnley to a jury trial in a Bankruptcy Court or any other court in any proceeding as to any and all matters herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (e) a waiver or release of Beck Arnley’s right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge; (f) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding that may be commenced in this case against or otherwise involving Beck Arnley; or (g) an election of remedies.

13. This Proof of Claim is not intended as an admission of the validity or amount of any claim against Beck Arnley, including, for the avoidance of doubt the Discounts and Rebates, which claim, if any, Beck Arnley denies in all respects. Should the Debtors assert claims of any kind against Beck Arnley, including for the avoidance of doubt the Discounts and Rebates, then Beck Arnley expressly reserves the rights of setoff or recoupment, including without limitation, the statutory treatment of such rights pursuant to the Bankruptcy Code.

D. Notices

14. All notices regarding Beck Arnley’s Proof of Claim, including this Addendum, should be addressed as follows:

To Beck Arnley Holdings LLC:

Adam Kochenderfer
Michael Duffy
Beck Arnley Holdings LLC

15701 Technology Drive
Northville, MI 48168

With a copy to:

Chad J. Husnick, P.C.
Alison J. Wirtz
300 North LaSalle Street
Chicago, Illinois 60654

[Remainder of page intentionally left blank]

Respectfully Submitted,

Houston, Texas
Dated: April 26, 2023

/s/ Chad J. Husnick

Nick Brown (Texas Bar No. 24092182)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

609 Main Street

Houston, Texas 77002

Telephone: (713) 836-3600

Facsimile: (713) 836-3601

Email: nick.brown@kirkland.com

- and -

Chad J. Husnick, P.C. (admitted *pro hac vice*)

Alison J. Wirtz (admitted *pro hac vice*)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

300 North LaSalle Street

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

Email: chad.husnick@kirkland.com

alison.wirtz@kirkland.com

Counsel to Beck Arnley Holdings LLC

Exhibit A

Supply Agreement

IEH Auto Parts LLC ("Auto Plus"), The Pep Boys – Manny, Moe & Jack ("Pep Boys") and Beck Arnley Holdings LLC ("Beck Arnley", and collectively with Auto Plus and Pep Boys the "Parties" or each individually a "Party") enter into this Supply Agreement (the "Agreement") effective as of January 1, 2021 (the "Effective Date"). This Agreement will exclusively govern all purchases by Auto Plus and Pep Boys of products from Beck Arnley on and after the Effective Date, and simultaneous with execution of this Agreement any and all other documents, agreements and understandings between Beck Arnley, Auto Plus and Pep Boys with respect to such purchases which otherwise remain valid or effective as of the Effective Date, and any amendments to and modifications and extensions of all of the foregoing with respect to such purchases, are superseded in their entirety by this Agreement and will have no force or effect with respect to such purchases.

1. **Term:** This Agreement will be effective on the Effective Date and shall expire on December 31, 2023. This Agreement will automatically renew on an annual basis thereafter unless written notice of termination has been provided by a Party at least one hundred twenty (120) days prior to the date of renewal. Beck Arnley may provide notice of termination as to either of Auto Plus or Pep Boys individually or to both of them, and each of Auto Plus and Pep Boys may provide notice of termination for themselves only. For the avoidance of doubt, this Agreement can remain in effect as between Beck Arnley and any one of Auto Plus or Pep Boys, provided, however, that any provisions in this Agreement which are intended to cover both Auto Plus and Pep Boys will be modified in good faith by Beck Arnley and the remaining other Party. In the event of a divestiture or corporate reorganization of Pep Boys and/or Auto Plus, upon written notice, (i) Beck Arnley and Pep Boys (service division) will negotiate, in good faith, and enter into a separate supply agreement which shall include terms and conditions that are reflective of Pep Boys (service division) purchases and support of the Anchor Product Lines Pep Boys (service division) elects to source directly from Beck Arnley, and (ii) the terms and conditions contained in this Supply Agreement will remain in full force and effect as it applies to Auto Plus (parts division).

2. **Scope of Agreement:** Auto Plus and Pep Boys shall purchase and stock in Auto Plus and Pep Boys-controlled distribution centers and corporate stores Beck Arnley-branded hard parts ("Hard Parts") and Beck Arnley-branded chemicals/fluids ("Chemicals" and together with the Hard Parts, the "Anchor Product Lines"). Furthermore, Auto Plus and Pep Boys agree that for each calendar year during the term of this Agreement, their combined annual Net Purchases of Anchor Product Lines shall be a minimum of \$8 million (the "Volume Commitment"). For purposes of this Agreement, "Net Purchases" are defined as purchases less returns, discounts, warranty credits, credits. In the event Auto Plus and Pep Boys fail to satisfy the Volume Commitment in any calendar year other than as a direct result of a breach by Beck Arnley, Beck Arnley, in its sole discretion, shall be entitled to: (i) reduce the Hard Parts Line Support Rebate by fifty percent (50%) for the following calendar year; and (ii) increase pricing during the following calendar year by up to four percent (4%) effective not sooner than thirty (30) days after written notice thereof to Auto Plus and Pep Boys.

Each of Auto Plus and Pep Boys agrees that it will not modify, alter or expand its category offerings for the Anchor Product Lines in a way that negatively impacts Beck Arnley's Anchor Product Line portfolio. However, if during the term of this Agreement Auto Plus and/or Pep Boys believes that the terms and conditions of this Agreement is not competitive, taken as a whole, including but not limited to pricing, rebates, marketing support, discounts, scheduling, delivery, warranty, and payment terms, Auto Plus and/or Pep Boys shall (i) promptly notify Beck/Arnley in writing, and (ii) provide Beck/Arnley with substantiating documentation supporting its position that the terms and conditions of this Agreement are no longer competitive. Within sixty (60) days of Beck/Arnley's receipt of such notice and substantiating documentation, the Parties shall meet and discuss, in good faith, the terms and conditions of this Agreement. For the avoidance of doubt, Auto Plus and Pep Boys shall be under no obligation to provide Beck/Arnley any Confidential Information but Auto Plus and Pep Boys must provide Beck/Arnley with sufficient information and detail, as is customary and usual in the industry, to allow for productive review and discussions. Each of Auto Plus and Pep Boys agrees that Beck Arnley will be given a good-faith opportunity to participate in Auto Plus and Pep Boys line reviews for all new product lines/categories added to Beck Arnley's product portfolio, and each of Auto Plus and Pep Boys will use commercially reasonable

efforts to ensure that Beck Arnley is awarded a significant portion of such business, subject to Beck Arnley being competitive on price, service and delivery and other relevant commercial considerations. For the avoidance of doubt, nothing in this Section 2 shall restrict Auto Plus or Pep Boys from buying product lines or brands competitive with the Anchor Product Lines to allow them to fulfill requirements of independent jobbers or service locations. However, Auto Plus and Pep Boys shall continue to use commercially reasonable efforts to promote Beck Arnley's primary product lines.

3. **Pricing:** As of the Effective Date, the net invoice pricing terms for the Anchor Product Lines sold under this Agreement are set forth in the table below.

Product Category	Pricing Basis:	Functional Off-Invoice Discount
Beck Arnley Hard Parts	WD Net	6%
Beck Arnley Fluids	WD Net	0%

Either of Auto Plus's and Pep Boys' net invoice pricing, as applicable, may be subject to price adjustments, up or down, to the extent a Party can demonstrate: (i) that such price adjustment is the result of foreign currency fluctuations or a change in direct input costs (including without limitation raw material, chemicals and labor costs), and (ii) that such price adjustment is consistent with Beck Arnley pricing implemented for comparable customers. Beck Arnley shall provide at least ninety (90) days advance written notification for any proposed product line price increases. If, during the term of this Agreement, Beck Arnley incurs additional costs arising from any new or increased federal excise tax, duty, tariff, or similar governmental action, Beck Arnley may adjust Auto Plus's and Pep Boys' net invoice pricing by providing sixty (60) days' advance written notice of the price adjustment. The Party seeking a price adjustment shall provide reasonable supporting documentation to the other Parties to substantiate the price adjustment. Any such price adjustment will be documented in writing.

4. **Payment/Credit Terms:** Payment terms will be 1% 4th 15th (end of month) from date of invoice, FOB origin (applicable to both invoices and credits issued by Beck Arnley). Any changes to the agreed upon payment/credit terms will be subject to a supply chain financing program issued through a mutually acceptable financial institution. In the event either Auto Plus or Pep Boys fails to timely remit payments in accordance with the payment terms set forth in this section, Beck Arnley may at its option, without notice or demand, (a) declare all or any portion of the then current past due payables balance to be immediately due and payable, (b) place such breaching Party on immediate credit hold, and (c) exercise any or all other rights, powers or remedies available to it under this Agreement and applicable law. If any past due payable balance is not paid when due, such overdue amount shall bear interest at a monthly rate equal to one and one-half percent (1.5%) from the date of such non-payment until such amount is paid in full (or if such rate exceeds the maximum rate of interest permitted to be charged by applicable law, then the rate shall be equal to the maximum permissible rate).

5. **Warranty and Indemnity:**

- a. Beck Arnley shall provide Auto Plus and Pep Boys a two percent (2.0%) off invoice discount in lieu of warranty/return rights for Hard Part purchases by Auto Plus and Pep Boys under this Agreement. The discount in lieu of warranty program will address all product warranty issues except as otherwise expressly provided in this Section 5 and is designed to accommodate Auto Plus's and Pep Boys in-field customer satisfaction policies. The discount will be applied to the net invoice price on each invoice and Beck Arnley, Auto Plus and Pep Boys agree that, except as expressly provided in this Section 5, no further customer satisfaction warranty returns or claims will be asserted against Beck Arnley. The foregoing will not prevent Auto Plus or Pep Boys from making returns or asserting claims against Beck Arnley related to actual design or manufacturing defects, defective product materials or product recalls for any Hard Part products purchased by Auto Plus or Pep Boys from Beck Arnley after the Effective Date, or any claims for indemnification under this Agreement. For the avoidance of doubt, the Chemical products are not eligible for the two percent (2%) off invoice discount nor can such Chemical products be returned. Beck Arnley, Auto Plus and Pep Boys agree to review, in good faith, the

off-invoice discount warranty percentage on an annual basis to determine if any adjustments are needed. For the avoidance of doubt, the off-invoice discount warranty percentage will remain the same until Beck Arnley, Auto Plus and Pep Boys mutually agree upon a change in writing.

- b. IN EXCHANGE FOR RECEIVING THE DISCOUNT IN LIEU OF WARRANTY/RETURN RIGHTS SET FORTH IN SECTIONS 5(a) ABOVE, PEP BOYS AND AUTO PLUS AGREE TO CONTINUE TO HONOR, THE PRODUCT WARRANTIES FOR THE ANCHOR PRODUCT LINES. THE WARRANTIES, WHICH ARE AMENDED FROM TIME TO TIME AT BECK ARNLEY'S DISCRETION, ARE AVAILABLE ELECTRONICALLY ON THE BRAND WEBSITE FOR EACH ANCHOR PRODUCT LINE. FOR THE AVOIDANCE OF DOUBT, THE DISCOUNT IN LIEU OF WARRANTY PROGRAM REQUIRES THAT AUTO PLUS AND PEP BOYS TAKE FULL RESPONSIBILITY FOR THE LIABILITY AND ADMINISTRATION OF THE PRODUCT WARRANTIES FOR THE ANCHOR PRODUCT LINES AND, EXCEPT AS PROVIDED IN THIS SECTION 5, AUTO PLUS AND PEP BOYS WAIVE ANY AND ALL RIGHTS TO MAKE WARRANTY CLAIMS ON BEHALF OF ITSELF OR ITS CUSTOMERS TO BECK ARNLEY FOR THOSE ANCHOR PRODUCT LINES; PROVIDED, HOWEVER, THAT THIS WAIVER SHALL NOT APPLY TO ANY CLAIMS UNDER THE INDEMNITY PROVISION IN SECTION 5(c). FOR ALL BECK ARNLEY PRODUCTS SUPPLIED UNDER THIS AGREEMENT ON AND AFTER EFFECTIVE DATE, AUTO PLUS AND PEP BOYS RESPONSIBILITIES FOR THE WARRANTY OBLIGATIONS AND LIABILITIES, EXPLAINED IN THIS SECTION 5, SURVIVE THE TERMINATION OF THIS AGREEMENT.
- c. Indemnity of Auto Plus/Pep Boys: Beck Arnley shall defend, indemnify, and hold harmless Auto Plus, Pep Boys and their respective officers, directors, employees, consultants, contactors and agents (collectively, the "Auto Plus/Pep Boys Indemnitees") from and against any and all Losses to which any such Auto Plus/Pep Boys Indemnitee may become subject that arise out of or result from: (a) any design or manufacturing defects of the products in the Anchor Product Lines; (b) any claim by a third party that the manufacture, use, or sale of any product in the Anchor Product Lines infringes or misappropriates any patent, copyright, trade secret, trademark, trade dress, product configuration, industrial design, mask work, other intellectual property right, or other proprietary right of such third party, (c) any claim by a third party alleging bodily injury, death of any person, or damage to real or tangible personal property caused by any actual defect in the products, (d) any claims by a third party to the extent based on Beck Arnley's negligence, fraud or willful misconduct, and/or (e) any claim by a third party that Beck Arnley violated any of the laws set forth in Section 21 of this Agreement; it being the intent of this Agreement to protect and indemnify Auto Plus and Pep Boys from any and all Losses of any nature arising out of or in connection with the Anchor Product Line products supplied pursuant to this Agreement.
- i. This indemnification shall not apply if and to the extent that such Losses are directly caused by failure on the part of the Auto Plus/Pep Boys Indemnitees to use or distribute instruction materials (including packaging) provided by Beck Arnley for inclusion in connection with their sales of products purchased from Beck Arnley, the negligent installation or repair of products purchased from Beck Arnley by the Auto Plus/Pep Boys Indemnitees, or the negligence, fraud or willful misconduct of the Auto Plus/Pep Boys Indemnitees.
 - ii. An Auto Plus/Pep Boys Indemnitee shall give Beck Arnley prompt written notice of any claim which is or may be subject to indemnification hereunder. Beck Arnley will be responsible for defending any and all such claims hereunder. The Auto Plus/Pep Boys Indemnitees shall cooperate fully with Beck Arnley, including, but not limited to, complying with all reasonable requests for all relevant information and evidence. Beck Arnley shall be responsible for all reasonable direct costs and expenses incurred by the Auto Plus/Pep Boys Indemnitees in connection with providing such cooperation.

The Auto Plus/Pep Boys Indemnites will have the right to retain its own counsel and be represented in the prosecution of any claim at the Auto Plus/Pep Boys Indemnitee's own expense, provided, however, the Auto Plus/Pep Boys Indemnites shall not consent to any judgment or decree or pay or agree to pay any sum of money or agree to do any other act in compromise of any such claim of a third party without first obtaining Beck Arnley's consent thereto in writing (not to be unreasonably withheld).

- iii. "Loss" means, with respect to any person, any damage, liability, cost, penalty, fine, fee, award, judgment, or other loss or reasonable out-of-pocket expense (including reasonable attorneys' fees), whether or not arising out of a third-party claim, against or affecting such person; provided, however, Loss does not include punitive or exemplary damages except to the extent such damages are found by a court of competent jurisdiction to be owed to a third party.
- d. **Indemnity of Beck Arnley:** Auto Plus and Pep Boys shall defend, indemnify, and hold harmless Beck Arnley and its respective officers, directors, employees, consultants, contactors and agents (collectively, the "Beck Arnley Indemnites") from and against any and all Losses to which any such Beck Arnley Indemnitee may become subject that arise out of or result from any warranty claim, liabilities, or Losses for the Anchor Product Lines except those that Beck Arnley has expressly agreed to indemnify Auto Plus and Pep Boys for under Section 5(d).
 - i. A Beck Arnley Indemnitee shall give Auto Plus/Pep Boys prompt written notice of any claim which is or may be subject to indemnification hereunder. Auto Plus/Pep Boys will be responsible for defending any and all such claims hereunder. The Beck Arnley Indemnites shall cooperate fully with Auto Plus/Pep Boys, including, but not limited to, complying with all reasonable requests for all relevant information and evidence. Auto Plus/Pep Boys shall be responsible for all reasonable direct costs and expenses incurred by the Beck Arnley Indemnites in connection with providing such cooperation. The Beck Arnley Indemnites will have the right to retain its own counsel and be represented in the prosecution of any claim at the Beck Arnley Indemnites' own expense, provided, however, the Beck Arnley Indemnites shall not consent to any judgment or decree or pay or agree to pay any sum of money or agree to do any other act in compromise of any such claim of a third party without first obtaining Auto Plus/Pep Boys' consent thereto in writing (not to be unreasonably withheld).
 - e. Excluding claims for fraud, gross negligence, or willful misconduct, a Party shall not be liable whether in contract, in tort, under any warranty, in negligence or otherwise for consequential, special or incidental damages including lost profits, lost sales or lost data, except to the extent such damages are found by a court of competent jurisdiction to be owed to a third party.

6. **Returns Allowance:** In each calendar year during the term of this Agreement, beginning in calendar year 2021, Auto Plus and Pep Boys will each be permitted to return Hard Part product for annual inventory balancing and obsolescence in an aggregate amount not to exceed four percent (4%) of their Net Purchases during the prior calendar year for the Hard Part products. For the avoidance of doubt, the Chemical products are not returnable.

- a. Auto Plus and Pep Boys will be credited at the net invoice pricing in effect at the time a return is processed.
- b. For the avoidance of doubt, if Auto Plus or Pep Boys fail to use its entire annual return allowance dollar amount for the Hard Part products, Auto Plus or Pep Boys, respectively, shall forfeit such return allowance (i.e. may not be carried forward to following calendar year).
- c. Any Hard Part products that Beck Arnley obsoletes will be returnable within twelve (12) months from the date of the communication of obsolescence to Auto Plus and Pep Boys and such

return(s) will be counted against their annual return allowances. After the twelve (12) month period defined in the prior sentence expires, obsolete Hard Part products are no longer returnable.

- d. All Hard Part product returns must include a return goods authorization number or it will be refused by Beck Arnley's receiving department at the designated return facility. Notwithstanding the foregoing, certain product exceptions are deemed not returnable, including "A" and "B" or fast-moving parts or "N" new parts, bulk parts, "M" or any tool or brake fluid, chemicals, hose or tubing, cabinets, racks or promotional goods and "S" special order items. Returned products are subject to inspection and count. All products returned must be in the original package and in salable condition. For the avoidance of doubt, no credits will be issued for products not in salable condition or product that cannot be reconciled with a part number.

For the avoidance of doubt, Auto Plus and Pep Boys agree that its calendar year 2020 inventory balancing and obsolescence return privileges shall be governed by the terms and conditions set forth in the One-Time Return Letter Agreement dated November 19, 2020 between DRiV, Auto Plus and Pep Boys.

7. **General Marketing Fund:** Beck Arnley will provide each of Auto Plus and Pep Boys with an annual General Marketing Fund of two and one-half percent (2.5%) of Auto Plus' or Pep Boys' individual Anchor Product Line Net Purchases during the prior calendar year, as applicable. The General Marketing Fund shall replace any previously committed marketing funds and shall be used to develop or implement mutually agreeable marketing, promotional, and training programs across the Auto Plus and Pep Boys networks. Pep Boys and Auto Plus shall collaborate with Beck Arnley on such programs, including the appropriate use of Beck Arnley brands and General Marketing Funds. Beck Arnley shall have the right to approve, in its reasonable discretion, the marketing, promotional and training programs for which the General Marketing Funds are utilized. The General Marketing Funds will be paid by credit memo within sixty (60) days after submission of proof of performance of mutually agreed upon marketing, promotional or training programs up to the cap for each calendar year. For the avoidance of doubt, Auto Plus' Banner Program and general brand marketing efforts and any comparable programs of Pep Boys are considered to be acceptable uses of the General Marketing Fund. For the avoidance of doubt, if Auto Plus or Pep Boys fail to use its entire General Marketing Fund for any given calendar year, Auto Plus or Pep Boys, respectively, shall be allowed to carry such unused amount over to the following calendar year but only upon written approval by Beck Arnley. For the avoidance of doubt, (i) Pep Boys service division shall share in the overall Pep Boys annual General Marketing Fund, (ii) Pep Boys service division's share of the overall Pep Boys annual General Marketing Fund shall be based upon its prior calendar year's cost of goods sold ("COGS") data, (iii) further, Pep Boys service division's applicable portion of its annual General Marketing Fund shall be based upon the programs implemented, (iv) in the event Pep Boys service division is unable to supply Beck Arnley or Pep Boys parts division the proper COGS data, Pep Boys and Auto Plus shall be responsible for allocating the General Marketing Fund between Pep Boys parts division and service division, and (v) Beck Arnley's obligations with respect to the General Marketing Fund will be satisfied in full upon payment to Pep Boys parts division.

8. **Hard Part Line Support Rebate:** During the term of this Agreement, Beck Arnley will provide Auto Plus and Pep Boys with a quarterly Hard Part Line Support Rebate in an amount equal to six and one-half percent (6.5%) of Auto Plus' and Pep Boys' individual Hard Part Product Net Purchases as applicable during the prior calendar quarter, by issuing a credit note within forty-five (45) days after the end of each calendar quarter. For the avoidance of doubt, Auto Plus and Pep Boys Fluid Product Net Purchases shall not be used when calculating the quarterly Hard Part Line Support Rebate. Furthermore, (i) Pep Boys service division will share in the overall Pep Boys quarterly Hard Part Line Support Rebate, (ii) Pep Boys service division's share of the overall Pep Boys quarterly Hard Part Line Support Rebate shall be based upon its prior calendar quarter's COGS data, (iii) in the event Pep Boys service division is unable to supply Beck Arnley or Pep Boys parts division the proper COGS data, Pep Boys and Auto Plus shall be responsible for allocating the Line Support Rebate, and (iv) Beck Arnley's obligations with respect to the Hard Part Line Support Rebate for any such calendar quarter will be satisfied in full upon payment to Pep Boys parts division.

9. **Branded Partnership Rebates:** Beck Arnley will provide Auto Plus and Pep Boys collectively with a shared Branded Partnership Rebate, payable back to dollar one, to promote the ongoing development and growth of Beck Arnley's Anchor Product Line portfolio. The Branded Partnership Rebates payable to Auto Plus and Pep Boys shall be based on the following aggregate volume tiers for the Anchor Product Lines Net Purchase by both Auto Plus and Pep Boys:

Net Purchases	Rebate
At least \$9M but less than \$12M	5.00%
At least \$12M but less than \$15M	6.00%
At least \$15M	7.00%

Payment will be made annually on the previous calendar year's Net Purchases of Anchor Product Lines within ninety (90) days after the end of such calendar year. The Branded Partnership Rebate will be paid to Auto Plus, as agent for itself and for Pep Boys, and Auto Plus and Pep Boys agree that they will decide independently how to share and account for the Branded Partnership Rebate and that Beck Arnley's obligations with respect to the Branded Partnership Rebate for such calendar year will be satisfied in full upon payment to Auto Plus. For the avoidance of doubt, (i) Pep Boys service division will share in the overall annual Branded Partnership Rebate (ii) Pep Boys service division's share of the annual Branded Partnership Rebate shall be based upon its prior calendar year's COGS data, (iii) in the event Pep Boys service division is unable to supply Beck Arnley or Pep Boys parts division the proper COGS data, Pep Boys and AutoPlus shall be responsible for allocating the Branded Partnership Rebate, and (iv) Beck Arnley's obligations with respect to the Branded Partnership Rebate for any such calendar year will be satisfied in full upon payment to Auto Plus.

If subsequent to the Effective Date Auto Plus or Pep Boys acquires a company or business that was already a Beck Arnley customer at the time of acquisition, for purposes of calculating the Branded Partnership Rebate Net Purchases will exclude such company or business' Net Purchases of Anchor Product Lines from Beck Arnley during the twelve (12) months prior to its acquisition.

10. **Field Sales and Training Support:** The Beck Arnley field sales team, technical product specialists, and regional training centers will help support the growth of Beck Arnley product categories throughout the Auto Plus and Pep Boys networks. The Beck Arnley sales team will work with Auto Plus and Pep Boys to develop local market training and education initiatives. In addition, each quarter Beck Arnley will provide Auto Plus and Pep Boys customers a discounted rate for Auto Plus and Pep Boys customers to attend Auto Plus and Pep Boys dedicated training classes at one of our Garage Guru regional training centers.

11. **Freight Terms:** Freight will be prepaid by Beck Arnley on orders with a minimum value of net \$3,000. Freight will be shipped to Auto Plus's and Pep Boy's warehouse or distribution centers with the terms of FOB origin. Orders not satisfying this minimum will be shipped prepaid with a standardized Beck Arnley freight charge added to the invoice. All returns will be shipped freight prepaid with the terms of FOB destination. Emergency orders do not qualify for prepaid freight. For orders requesting expedited processing (i.e., overnight emergency order) and for small orders of five (5) lines or less, a distribution and handling adjustment ("DHA") charge of \$3.00 per order will be applied in addition to the applicable freight. The DHA above will apply only to the initial delivery/invoice per order. If an order splits to multiple deliveries due to multiple product lines ordered, only the initial delivery/invoice will receive the DHA.

12. **Claims, Credits, Rebates, Discounts and Other Items:** All financial claims, including claims for discounts, credits, allowances, rebates and similar items, and all billing discrepancies, howsoever discovered or determined, must be identified in writing to Beck Arnley, Pep Boys, or Auto Plus with supporting detail within ninety (90) days from the date of the first invoice pertaining to such claim(s). Notwithstanding anything to the contrary herein, any claim(s) not timely identified to Beck Arnley, Pep Boys,

or Auto Plus will be deemed waived and will not be reviewed, credited or allowed. All discounts, credits, allowances, rebates and similar items have no cash value and are not eligible for cash redemption.

13. **Backorders:** Unless otherwise stated herein, Beck Arnley will hold backorders and ship as they become available. Backorders will be held for ninety (90) days. After a backorder has been held for more than ninety (90) days it will be canceled. Beck Arnley's Customer Service Department has the option of canceling backorders as needed. A notification of the canceled items will be transmitted to Auto Plus or Pep Boys via fax or mail containing the details of the purchase orders, part numbers, and quantities impacted. All backorders from a qualified order will be shipped freight prepaid. Any promotional discounts or other special circumstances that were applied to the original order will apply to the backordered products when shipped. Alternatively, with at least ninety (90) day advance written notice to Beck Arnley, Auto Plus or Pep Boys may elect to handle all backorders on ship/cancel basis.

14. **Brand Guidelines:** Auto Plus and Pep Boys shall adhere to all brand guidelines provided by Beck Arnley and agree to allow Beck Arnley the opportunity to review and approve the use of Beck Arnley brands in any and all promotional and marketing materials prior to distribution or publication. Beck Arnley reserves the right to modify the brand guidelines in its sole discretion at any time and will provide Auto Plus and Pep Boys with written notification of any amendments.

15. **Confidentiality:** During the term of this Agreement, the Parties may each have access to oral or written business and trade secrets of the other Parties not generally known to the public ("Confidential Information"). Such Confidential Information may be disclosed to employees of a Party only as required to perform the obligations outlined herein. Except as required by law, no Party shall, without written authorization of the disclosing Party, use for its own benefit or communicate or disclose to any person or entity (except for employees or agents who have a need to know such information in order to perform their obligations hereunder), any Confidential Information. Except for such disclosures to its officers, its directors, its employees on a need-to-know basis, and its attorneys, and as may be required by applicable law, regulation or legal process, no Party shall disclose the terms or the existence of this Agreement to any third party. If required by applicable law, regulation or legal process to make a disclosure, the Party so required to disclose shall use reasonable efforts to notify the other Parties (unless prohibited by law) so that the other Parties may seek an appropriate protective order or other appropriate remedy. The terms of this Section shall not, however, prevent a Party from making any necessary claims in connection with any litigation related to a breach of this Agreement.

16. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws rules. The Parties irrevocably consent to the jurisdiction of the federal courts located in New York, New York and agree that any lawsuit arising out of, or related to, this Agreement shall be brought only in such courts.

17. **Termination:** This Agreement may be terminated and Beck Arnley, on the one hand, and Auto Plus and/or Pep Boys, on the other hand, shall be entitled to seek any and all remedies available to them at law and/or in equity (i) upon the end of a sixty (60) day period after written notice is given by a non-breaching Party after the occurrence of a material breach by the other Party of any term or provision of this Agreement and the failure of the breaching Party to cure such breach, unless the breaching Party cures such breach during such period; (ii) in the event the other Party becomes the subject of an involuntary bankruptcy proceeding which is not dismissed within sixty (60) days; or (iii) in the event the other Party voluntarily files for bankruptcy, similar insolvency protection or dissolution. For clarity, either or both of Auto Plus and Pep Boys may terminate this Agreement due to an uncured breach or bankruptcy, insolvency or dissolution filing by Beck Arnley but not due to such event by the other, and Beck Arnley may terminate this Agreement as to either or both of Auto Plus or Pep Boys due to an uncured breach or bankruptcy, insolvency or dissolution filing by either. No termination of this Agreement shall extinguish, modify, or otherwise effect any change in the rights or obligations of any Party hereto relating to transactions occurring prior to the effective date of such termination.

18. Internet Policy/Catalog Data: In an effort to maintain the integrity of Beck Arnley branded product categories and in recognition of the services necessary to support those products, Beck Arnley prohibits its distribution partners, without its prior written consent, from directly or indirectly fulfilling orders for Beck Arnley products from websites other than those that Beck Arnley customers wholly own and for which they have received permission to advertise Beck Arnley brands. Beck Arnley will work with Auto Plus and Pep Boys to implement this policy and reserves the right, in its sole discretion, to modify or discontinue its business relationships with any customer that fails to comply with this policy. To protect the integrity of Beck Arnley branded product categories and to ensure that Beck Arnley customers receive accurate and complete information, Beck Arnley prohibits its distribution partners from directly or indirectly sharing Beck Arnley's catalog data with customers or other third parties. Beck Arnley's catalog data additionally constitutes confidential information subject to the terms of Section 15 above. Beck Arnley will work with its distribution partners to implement this policy and reserves the right, in its sole discretion, to modify or discontinue its business relationships with any customer that fails to comply with this policy, provided that Beck Arnley treats all similarly-situated customers in the same manner. Auto Plus and Pep Boys agree to work in good faith with Beck Arnley with respect to any changes that Beck Arnley may decide to implement in its internet policy.

19. Intellectual Property: Unless otherwise provided for herein, the Parties acknowledge and agrees that it is not hereby granted nor does it have any right, title, interest in or license to any of the other party's trademarks, trade names, copyrights, trade secrets, patents, know how or other proprietary rights of any nature or kind whatsoever ("Intellectual Property"). Unless otherwise provided for herein, no Party may use or employ the other Party's Intellectual Property without the prior written consent of the other Party, which consent may be withheld in the other Party's sole and exclusive discretion.

20. Trademarks: During the term of the Agreement, Beck Arnley may provide Auto Plus and Pep Boys with products and/or packaging marked with trademarks owned by or licensed to Beck Arnley ("Beck Arnley Marks"). Beck Arnley grants Auto Plus and Pep Boys a limited, revocable, nonexclusive, non-transferable, royalty-free license for the term of the Agreement to use the Beck Arnley Marks only in connection with the sales, distribution and marketing of the Anchor Products by Auto Plus and Pep Boys subject to the conditions in this Section. Any further usage of the Beck Arnley Marks is strictly prohibited unless expressly authorized by Beck Arnley in writing. No rights to the Beck Arnley Marks are granted to Auto Plus or Pep Boys pursuant to the Agreement except for those rights expressly set forth in this Section. Auto Plus and Pep Boys recognizes there is significant value and good will associated with the Beck Arnley Marks, and acknowledges that the Beck Arnley Marks and all rights and good will associated with the Beck Arnley Marks belong exclusively to Beck Arnley. Auto Plus and Pep Boys further acknowledges the validity of all of Beck Arnley's registrations throughout the world with respect to the Beck Arnley Marks. Auto Plus and Pep Boys' every use of the Beck Arnley Marks shall inure to the benefit of Beck Arnley and Auto Plus and Pep Boys shall not, at any time, acquire any rights in the Beck Arnley Marks by virtue of any use it may make with the Beck Arnley Marks. Auto Plus and Pep Boys shall cooperate fully and in good faith with Beck Arnley for the purpose of securing and preserving Beck Arnley rights to the Beck Arnley Marks. Auto Plus and Pep Boys and its parent company, subsidiaries, and divisions, if any, and its subcontractors, agents, and representatives agree not to attempt to register any term, name or mark confusingly similar to the Beck Arnley Marks or challenge the validity of the Beck Arnley Marks in any country on any product or service either during the term of or after expiration or termination of the Agreement. Auto Plus and Pep Boys shall promptly notify Beck Arnley in writing of any infringement or other abuse of Beck Arnley's rights in respect of the trademarks, or any liability or contingent liability in connection with Beck Arnley's property or rights under the Agreement, of which Auto Plus or Pep Boys becomes aware. The decision whether or not to take any action and the right to initiate and control legal proceedings with respect to the trademarks shall be solely that of Beck Arnley in its sole discretion. Auto Plus and Pep Boys shall not take any action, enforcement, maintenance, or otherwise with respect to the trademarks without prior written approval of Beck Arnley. Auto Plus and Pep Boys shall provide Beck Arnley with commercially reasonable cooperation at Beck Arnley's sole expense in assisting Beck Arnley to enforce the trademarks. Upon expiration or termination of the Agreement, Auto Plus and Pep Boys's rights under this Section shall cease immediately and Auto Plus and Pep Boys shall immediately cease all display, advertising, promotion and use of the Beck Arnley Marks and shall not thereafter use, advertise, promote or display any trademark, trade name

or product designation or any part thereof that is similar to or confusing with Beck Arnley Marks. Upon the termination or expiration of the Agreement, Auto Plus and Pep Boys will be deemed to have assigned, transferred, and conveyed to Beck Arnley any rights or good will to the Beck Arnley Marks that may have been obtained by Auto Plus or Pep Boys. Auto Plus and Pep Boys shall cooperate with and do all acts necessary so that Beck Arnley can accomplish or confirm the foregoing. Any such assignment, transfer, or conveyance shall be without other consideration than the mutual covenants and considerations of the Agreement.

21. **Compliance with Law:** The Parties shall comply with all applicable laws, regulations, directives, guidelines, rules, orders, conventions, ordinances and standards of the country(ies) of origin and destination and those that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the products, including, without limitation, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Without limiting the generality of the foregoing, the Parties shall comply with all applicable domestic and foreign anti-bribery and anti-corruption laws, and other laws governing improper payments, including but not limited to, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act of 2010, and any other applicable anti-bribery and anti-corruption laws and regulations in other jurisdictions, and the Child Labor provisions of the Fair Labor Standards Act, 29 USC § 212.

22. **Force Majeure:** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, explosion, earthquake, tornadoes, hurricanes, blizzards, or other catastrophes; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes, or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) epidemics, pandemics, or quarantines, including without limitation COVID-19 and labor shortages related to such epidemics, pandemics, or quarantines; and (h) any other similar events or circumstances beyond the reasonable control of the Impacted Party. If any act or event described in this Section prevents or will prevent the Impacted Party from performing its obligations under this Agreement, the Impacted Party shall (a) give written notice within fifteen (15) days of the occurrence of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue, and (b) use its best efforts to resume performance of its obligations under this Agreement as promptly as possible. If any act or event described in this Section results in Beck/Arnley's fill rate dropping below 80% for a particular product line, Pep Boys and Auto Plus shall have the right, without obligation or liability to Beck/Arnley, to purchase replacement goods, for such impacted product lines, from another supplier until Beck/Arnley's shipping performance for such product line meets or exceeds 80%.

23. **Entire Understanding:** This Agreement and the attachments incorporated herein by reference constitute the entire understanding of the Parties and replace and supersede all prior agreements between the Parties, if any, whether written or oral, concerning the subject matter hereof. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of an attachment or any other Auto Plus and Pep Boys terms and conditions, the terms and provisions of this Agreement shall control. Pre-printed or other terms contained in Parties' bills of lading, purchase orders, invoices, or other business documents that are inconsistent with or different from the terms of this Agreement shall not modify or amend the terms of this Agreement. This Agreement may not be changed, modified, or amended except by a written agreement executed by the Parties hereto. No waiver of any term, condition, or obligation of this Agreement shall be valid unless in writing and signed by the waiving Party. The failure by a Party to exercise any right, power, remedy, or privilege contained herein or now, or hereafter, existing under controlling law, shall not be construed to be a waiver of such rights, power, remedy, or privilege or to preclude further exercise thereof.

[Signature page follows]

[Signature page to Supply Agreement]

BECK ARNLEY HOLDINGS LLC

By: *[Signature]*

Name: PHILIP HAUBERG

Date: 11.30.2020

IEH AUTO PARTS LLC

By: *[Signature]*

Name: Christopher Cox

Date: 11/23/2020

THE PEP BOYS – MANNY, MOE & JACK

By: Matthew C. Flannery

Name: Matthew C. Flannery

Date: 11/20/2020

Exhibit B

AMENDMENT TO SUPPLY AGREEMENT

THIS AMENDMENT to the Supply Agreement (“Amendment”) is entered into effective this 1st day of July 2022 (“Amendment Effective Date”) by and between IEH Auto Parts LLC (“Auto Plus”), The Pep Boys – Manny, Moe & Jack LLC (“Pep Boys”), and Beck Arnley Holdings LLC (“Beck Arnley”). Auto Plus, Pep Boys, and Beck Arnley are each a “Party” to this Amendment and together are the “Parties.”

Background

Auto Plus, Pep Boys, and Beck Arnley are parties to the Supply Agreement effective as of January 1, 2021 (the “Agreement”).

The Agreement contemplated that Pep Boys and Auto Plus might undergo a corporate reorganization or divestiture. Accordingly, Section 1 of the Agreement sets out a process by which Pep Boys could, in the event of such a reorganization or divestiture and upon written notice to Beck Arnley, terminate the Agreement with respect to Pep Boys, while Auto Plus would remain a party to the Agreement.

Pep Boys has now provided notice of a corporate reorganization in accordance with the Agreement.

The Parties now desire to enter this Amendment to reflect the fact that Pep Boys is no longer a party to the Agreement.

Amendment

NOW, THEREFORE, in view of the Background and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. Termination of the Agreement with respect to Pep Boys. From and after the Amendment Effective Date, (a) the Agreement is terminated with respect to Pep Boys and shall be of no force or effect with respect to Pep Boys, and (b) all references to Pep Boys in the Agreement and provisions of the Agreement that relate solely to Pep Boys shall of no further force or effect. For the avoidance of doubt, the Parties acknowledge that, notwithstanding that certain purchases by Auto Plus may be made under the trade name of “Pep Boys,” such purchases relate to retail operations of Auto Plus and will be subject to the terms of the Agreement.
2. No Further Obligations of Pep Boys. From and after the Amendment Effective Date, Pep Boys shall have no further obligations or liabilities arising under or relating to the Agreement, other than obligations or liabilities arising prior to the Amendment Effective Date. Auto Plus shall be solely responsible for any and all obligations under the Agreement arising on or after the Amendment Effective Date, including without limitation the purchase and stocking obligations, and shall be the beneficiary of all of the benefits under the Agreement. Nothing in this Amendment shall affect any rights, obligations, liabilities, or covenants of Pep Boys in connection with the Agreement arising during, or with respect to, any time preceding the Amendment Effective Date.

3. Ratification. Except as expressly amended by this Amendment, the Agreement is ratified and confirmed by Auto Plus and Beck Arnley.
4. References. From and after the Amendment Effective Date, each reference to "hereof," "hereunder," "herein," "this Agreement" and each other reference of like import in the Agreement shall be deemed to refer to the Agreement as amended by this Amendment.
5. Construction. In the event of any conflict between the terms of the Agreement and this Amendment, this Amendment shall control.
6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws rules.
7. Counterparts. Separate counterpart copies of this Amendment may be signed by the Parties hereto, with the same effect as though all of the Parties had signed one copy of this Amendment.

EXECUTED as of the Amendment Effective Date first set forth above.

The Pep Boys – Manny, Moe & Jack LLC

By: Matthew Johnson
 Name: Matthew Johnson
 Title: Chief Operating Officer

Beck Arnley Holdings LLC

By: Michael Proud
 Name: Michael Proud
 Title: Vice President Marketing & Commercial Ops

IEH Auto Parts LLC

By: Chuck Rigby
 Name: Chuck Rigby
 Title: SVP, Merchandising & Marketing

Exhibit C



November 19, 2020

Mr. Kevin Mack
Vice President, Merchandising
The Pep Boys – Manny, Moe & Jack
3111 West Allegheny Avenue
Philadelphia, PA 19132

Dear Kevin,

DRiV Automotive Inc. on behalf of itself and its subsidiaries, including Federal-Mogul Motorparts LLC (collectively, "DRiV"), The Pep Boys – Manny, Moe & Jack ("Pep Boys") and IEH Auto Parts LLC ("Auto Plus" and together with Pep Boys and DRiV, the "Parties" and each individually, a "Party") have agreed to address certain commercial matters through this letter agreement (this "Letter Agreement") dated November 19, 2020, but effective January 1, 2021. The Parties agree and acknowledge that this Letter Agreement is conditioned upon the execution of the separately negotiated (i) Amended and Restated Supply Agreement between DRiV, Auto Plus and Pep Boys (the "DRiV Supply Agreement"), and (ii) new Supply Agreement between Beck Arnley Holdings LLC, Auto Plus and Pep Boys (the "BA Supply Agreement"), and in the event the DRiV Supply Agreement or BA Supply Agreement is not fully executed, the terms and conditions of this Letter Agreement shall be null and void.

Specifically, DRiV has agreed to support Pep Boys and Auto Plus in repositioning its non-productive product categories by allowing Pep Boys and Auto Plus a one-time special return in an amount not to exceed \$17.6 million, broken down as set forth in the tables below, to improve Auto Plus and Pep Boy's inventory efficiency (the "Special Return"). The Parties agree and acknowledge that the Special Return will be completed in multiple returns due to its size and will work together in good faith throughout the Special Return process. Lastly, all products returned must be in its original packaging and in salable condition.

Table 1: Combined Pep Boys and Auto Plus inventory to be returned to DRiV:

Product Category	Return Inventory
Monroe	\$5,213,000.00
Walker	\$454,000.00
Champion	\$403,000.00
Fel-Pro	\$1,538,000.00
MOOG	\$536,000.00
National Bearings	\$84,000.00
National Seals	\$96,000.00
QuickSteer	\$10,000.00
Wagner Friction	\$235,000.00
Beck/Arnley	\$1,931,000.00
Total	\$10,500,000.00



Table 2: Combined Pep Boys and Auto Plus inventory to be scrapped:

Product Category	Scrap
Monroe	\$3,849,000.00
Walker	\$55,000.00
Champion	\$106,000.00
Fel Pro	\$186,000.00
MOOG	\$1,581,000.00
National Bearings	\$17,000.00
National Seals	\$7,000.00
Quicksteer	\$103,000.00
Wagner Friction	\$201,000.00
Beck Arnley	\$469,000.00
Auto Extra	\$420,000.00
Sealed Power	\$106,000.00
Total	\$7,100,000.00

In consideration of the Special Return, Pep Boys and Auto Plus agree to place a series of off-setting orders with DRiV (each an “Off-Setting Order” and collectively, the “Off-Setting Orders”) totaling \$10.5 million. Simultaneous with each individual return pursuant to this Letter Agreement, Pep Boys and/or Auto Plus shall issue DRiV an Off-Setting Order(s) in an amount equal to the associated return credit collective dollar amount. To illustrate: if Pep Boys submits a \$2M return and Auto Plus submits a \$100,000 return, either (i) Pep Boys issues a \$2.1M Off-Setting Order, or (ii) Auto Plus issues a \$2.1M Off-Setting Order, or (iii) Pep Boys issues a \$1.8M Off-Setting Order and Auto Plus issues a \$300,000 Off-Setting Order. Furthermore, the Parties agree that the individual returns and Off-Setting Order shipments shall take place in the same calendar quarter and will work together to develop a mutually agreed upon plan in order to ensure the individual returns are offset by shipments in the same calendar quarter. For the avoidance of doubt, Pep Boys and Auto Plus agree that the Off-Setting Orders placed and shipped during any given quarter must equal the total return credit dollar amount for such quarter. All Off-Setting Orders shall be incremental and must not impact product replenishment (i.e. cannot be pull ahead replenishment).

In the event that Pep Boys and/or Auto Plus terminates the DRiV Supply Agreement and/or the BA Supply Agreement for any reason prior to December 31, 2023 (other than termination as a result of DRiV’s uncured material breach or insolvency) or breaches any of its purchasing obligations under the DRiV Supply Agreement and/or BA Supply Agreement and fails to cure such breach, Pep Boys shall immediately reimburse DRiV an amount equal to \$197,222.22 (\$7.1 million/36-months) multiplied by the number of months between (i) the date of such termination, or (ii) date of an uncured breach and December 2023. To illustrate, in the event Auto Plus elects to terminate the DRiV Supply Agreement on March 31, 2023, Pep Boys shall reimburse DRiV \$1,774,999.98 (\$197,222.22 x 9 months). For the avoidance of doubt, the exercise of rights in connection with a reorganization or divestiture of Pep Boys and Auto Plus under Section 1(b) of the DRiV Supply Agreement and BA Supply Agreement, will not trigger the reimbursement obligation set forth above so long as Pep Boys and Auto Plus enter into separate supply agreements with DRiV and Beck/Arnley within sixty (60) days after written notice of divestiture or corporate reorganization of Pep Boys and/or Auto Plus. If new supply agreements are not executed within such sixty (60) day window, the above referenced reimbursement obligation shall be triggered.



Each Party (the “Non-Breaching Party”) may, without prejudice to any other remedies available to it at law or hereunder, terminate this Letter Agreement in its entirety in the event the other Party (the “Breaching Party”) will have committed a breach and such breach will have continued and/or remained uncured for sixty (60) days after written notice thereof was provided to the Breaching Party by the Non-Breaching Party. For clarity, either or both of Auto Plus and Pep Boys may terminate this Letter Agreement due to an uncured material breach by DRiV but not due to such event by the other, and DRiV may terminate this Letter Agreement as to either or both of Auto Plus or Pep Boys due to an uncured breach by either. No termination of this Letter Agreement shall extinguish, modify, or otherwise effect any change in the rights or obligations of any Party hereto relating to transactions occurring prior to the effective date of such termination.

This Letter Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws rules. The Parties irrevocably consent to the jurisdiction of the federal or state courts located in New York City and agree that any lawsuit arising out of, or related to, this Letter Agreement shall be brought only in such courts. This Letter Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and may not be modified except in a written agreement signed by the Parties.

Please sign below to indicate your agreement with the foregoing terms.

Sincerely,

Phil Halberg
Vice President and General Manager, Sales
DRiV Automotive Inc.

Acknowledged and Agreed:

THE PEP BOYS – MANNY, MOE & JACK

By: Matthew C. Flannery

Name: Matthew C. Flannery

Its: 11/20/2020

IEH AUTO PARTS LLC

By:

Name: Christopher Cox

Its: 11/23/2020

**AMENDMENT TO
OVERSTOCK AGREEMENT**

THIS AMENDMENT TO OVERSTOCK AGREEMENT (“Amendment”) is entered into as of July 1, 2022 (“Effective Date”) by and between IEH Auto Parts LLC (“Auto Plus”), The Pep Boys – Manny, Moe & Jack LLC (“Pep Boys”), DRiV Automotive Inc. (“DRiV”), and Beck Arnley Holdings LLC (“Beck Arnley”). Auto Plus, Pep Boys, DRiV, and Beck Arnley are each a “Party” to this Amendment and together are the “Parties.”

Background

Auto Plus, Pep Boys, and DRiV are parties to a November 19, 2020 letter agreement between Pep Boys, Auto Plus, and DRiV related to certain inventory (the “Overstock Agreement”). Beck Arnley participates in the Overstock Agreement.

Pep Boys has provided notice of a corporate reorganization in accordance with the existing supply agreements between Pep Boys, Auto Plus and each DRiV and Beck Arnley (the “Supply Agreements”), and the Parties have agreed to remove Pep Boys from the Supply Agreements. Pep Boys has entered a separate supply agreement with DRiV, effective July 1, 2022. Pep Boys does not currently make purchases from Beck Arnley and will not enter into a new supply agreement with Beck Arnley.

The Parties now desire to memorialize certain agreements with respect to the Overstock Agreement.

Amendment

NOW, THEREFORE, the Parties agree as follows:

1. Removal of Pep Boys. Effective as of the Effective Date, Pep Boys shall be deemed removed as a party to the Overstock Agreement and shall have no further rights or obligations thereunder (aside from any rights or obligations arising prior to the Effective Date).
2. No Reimbursement or Penalty. Pursuant to the terms of the Overstock Agreement, the Parties acknowledge and agree that no reimbursement or penalty provision has been or shall be triggered by virtue of this Amendment. In the event that any reimbursement or penalty provision is triggered after the Effective Date, Auto Plus shall be solely responsible for all liabilities in connection therewith.
3. Ratification. Except as expressly amended by this Amendment, the Overstock Agreement remains in full force and effect and is ratified and confirmed by Auto Plus, DRiV, and Beck Arnley.
4. Construction. In the event of any conflict between the terms of the Overstock Agreement and this Amendment, this Amendment shall control.
5. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws rules.
6. Counterparts. Separate counterpart copies of this Amendment may be signed by the Parties hereto, with the same effect as though all of the Parties had signed one copy of this Amendment.

(Signature Page Follows)

This Amendment has been executed as of the Effective Date first set forth above.

The Pep Boys – Manny, Moe & Jack LLC

By: Matthew Johnson

Name: Matthew Johnson

Title: Chief Operating Officer

DRiV Automotive Inc.

By: Michael Proud

Name: Michael Proud

Title: Vice President Marketing & Commercial Ops

IEH Auto Parts LLC

By: Chuck Rigby

Name: Chuck Rigby

Title: SVP, Merchandising & Marketing

Beck Arnley Holdings LLC

By: Michael Proud

Name: Michael Proud

Title: Vice President Marketing & Commercial Ops

Exhibit D

Company	Account #	Document Type	INVOICE #	Transaction Date	CUST-PO-NBR	Amount (in USD)
Beck Arnley Holdings LLC	311070	Invoice	0692534D	8/22/2022	8076016716	\$ 154.08
Beck Arnley Holdings LLC	311070	Invoice	0713194D	10/4/2022	604107026	\$ 20.07
Beck Arnley Holdings LLC	311070	Invoice	0714122D	10/5/2022	602009248	\$ 118.42
Beck Arnley Holdings LLC	311070	Invoice	0714813D	10/7/2022	4500222141	\$ 168.64
Beck Arnley Holdings LLC	311070	Invoice	0714822D	10/7/2022	8070048765	\$ 527.76
Beck Arnley Holdings LLC	311070	Invoice	0714823D	10/7/2022	8070048766	\$ 131.28
Beck Arnley Holdings LLC	311070	Invoice	0714828D	10/7/2022	8047075888	\$ 1,512.24
Beck Arnley Holdings LLC	311070	Invoice	0716195D	10/10/2022	124863806	\$ 93.81
Beck Arnley Holdings LLC	311070	Invoice	0716315L	10/11/2022	8067038684	\$ 756.00
Beck Arnley Holdings LLC	311070	Invoice	0716318L	10/11/2022	8043077215	\$ 1,201.04
Beck Arnley Holdings LLC	311070	Invoice	0716517D	10/11/2022	124864789	\$ 64.19
Beck Arnley Holdings LLC	311070	Invoice	0716891D	10/12/2022	8018062073	\$ 2,363.44
Beck Arnley Holdings LLC	311070	Invoice	0716897D	10/12/2022	8068055575	\$ 926.76
Beck Arnley Holdings LLC	311070	Invoice	0717288D	10/12/2022	667603608	\$ 182.51
Beck Arnley Holdings LLC	311070	Invoice	0717420D	10/13/2022	8048057707	\$ 1,371.28
Beck Arnley Holdings LLC	311070	Invoice	0717911D	10/14/2022	8070048805	\$ 2,187.92
Beck Arnley Holdings LLC	311070	Invoice	0720412D	10/20/2022	8027047371	\$ 1,156.16
Beck Arnley Holdings LLC	311070	Invoice	0720584D	10/20/2022	6597207818	\$ 65.17
Beck Arnley Holdings LLC	311070	Invoice	0720947D	10/21/2022	8018062117	\$ 2,291.84
Beck Arnley Holdings LLC	311070	Invoice	0720951D	10/21/2022	8043077290	\$ 2,102.64
Beck Arnley Holdings LLC	311070	Invoice	0720959D	10/21/2022	8056070630	\$ 1,976.96
Beck Arnley Holdings LLC	311070	Invoice	0720962D	10/21/2022	8068055613	\$ 2,078.80
Beck Arnley Holdings LLC	311070	Invoice	0720965D	10/21/2022	8071051708	\$ 2,330.60
Beck Arnley Holdings LLC	311070	Invoice	0722599D	10/25/2022	8049054782	\$ 788.40
Beck Arnley Holdings LLC	311070	Invoice	0724834D	10/31/2022	8043077425	\$ 557.28
Beck Arnley Holdings LLC	311070	Invoice	0724841D	10/31/2022	8070048912	\$ 877.68
Beck Arnley Holdings LLC	311070	Invoice	0726899D	11/3/2022	8047076105	\$ 571.44
Beck Arnley Holdings LLC	311070	Invoice	0727673D	11/4/2022	658318635	\$ 163.00
Beck Arnley Holdings LLC	311070	Invoice	0728731D	11/7/2022	662702897	\$ 42.37
Beck Arnley Holdings LLC	311070	Invoice	0732111D	11/14/2022	668602044	\$ 164.98
Beck Arnley Holdings LLC	311070	Invoice	0732428D	11/15/2022	8043077571	\$ 2,007.00
Beck Arnley Holdings LLC	311070	Invoice	0732430D	11/15/2022	8060048518	\$ 452.29
Beck Arnley Holdings LLC	311070	Invoice	0732789D	11/15/2022	627012877	\$ 48.54
Beck Arnley Holdings LLC	311070	Invoice	0732934D	11/16/2022	8047076218	\$ 1,402.32
Beck Arnley Holdings LLC	311070	Invoice	0732938D	11/16/2022	8049054913	\$ 957.92
Beck Arnley Holdings LLC	311070	Invoice	0732942D	11/16/2022	8067038829	\$ 210.12
Beck Arnley Holdings LLC	311070	Invoice	0732949D	11/16/2022	8068055802	\$ 3,148.16
Beck Arnley Holdings LLC	311070	Invoice	0732950D	11/16/2022	8070049014	\$ 1,075.24
Beck Arnley Holdings LLC	311070	Invoice	0732956D	11/16/2022	8071051919	\$ 1,763.24
Beck Arnley Holdings LLC	311070	Invoice	0733285D	11/16/2022	8068055865	\$ 62.37
Beck Arnley Holdings LLC	311070	Invoice	0733299D	11/16/2022	8018062530	\$ 42.31
Beck Arnley Holdings LLC	311070	Invoice	0735399D	11/22/2022	8068055865	\$ 164.88
Beck Arnley Holdings LLC	311070	Invoice	0735404D	11/22/2022	8018062530	\$ 373.80
Beck Arnley Holdings LLC	311070	Invoice	0735408D	11/22/2022	8056070907	\$ 146.28
Beck Arnley Holdings LLC	311070	Invoice	0735893D	11/23/2022	8018062253	\$ 2,556.09
Beck Arnley Holdings LLC	311070	Invoice	0737647D	11/28/2022	8043077794	\$ 42.31
Beck Arnley Holdings LLC	311070	Invoice	0737914D	11/29/2022	8068055960	\$ 1,500.65
Beck Arnley Holdings LLC	311070	Invoice	0738636D	11/30/2022	666712753	\$ 289.07
Beck Arnley Holdings LLC	311070	Invoice	0738705D	11/30/2022	8018062719	\$ 42.29
Beck Arnley Holdings LLC	311070	Invoice	0738924D	12/1/2022	8037047720	\$ 174.90
Beck Arnley Holdings LLC	311070	Invoice	0738925D	12/1/2022	8037047721	\$ 1,267.90
Beck Arnley Holdings LLC	311070	Invoice	0738926D	12/1/2022	8037047722	\$ 1,004.88
Beck Arnley Holdings LLC	311070	Invoice	0738927D	12/1/2022	8037047723	\$ 420.36
Beck Arnley Holdings LLC	311070	Invoice	0738928D	12/1/2022	8043077750	\$ 1,186.24
Beck Arnley Holdings LLC	311070	Invoice	0738929D	12/1/2022	8043077752	\$ 1,046.87
Beck Arnley Holdings LLC	311070	Invoice	0738930D	12/1/2022	8048057997	\$ 1,459.26
Beck Arnley Holdings LLC	311070	Invoice	0738931D	12/1/2022	8048057998	\$ 553.92
Beck Arnley Holdings LLC	311070	Invoice	0738932D	12/1/2022	8048057999	\$ 231.72
Beck Arnley Holdings LLC	311070	Invoice	0738933D	12/1/2022	8070049120	\$ 170.64
Beck Arnley Holdings LLC	311070	Invoice	0738934D	12/1/2022	8070049121	\$ 697.36
Beck Arnley Holdings LLC	311070	Invoice	0738935D	12/1/2022	8070049122	\$ 451.93
Beck Arnley Holdings LLC	311070	Invoice	0738936D	12/1/2022	8070049123	\$ 2,732.12
Beck Arnley Holdings LLC	311070	Invoice	0738937D	12/1/2022	8070049124	\$ 277.32
Beck Arnley Holdings LLC	311070	Invoice	0738938D	12/1/2022	8071052043	\$ 729.43

Company	Account #	Document Type	INVOICE #	Transaction Date	CUST-PO-NBR	Amount (in USD)
Beck Arnley Holdings LLC	311070	Invoice	0738939D	12/1/2022	8071052044	\$ 2,840.30
Beck Arnley Holdings LLC	311070	Invoice	0738940D	12/1/2022	8071052045	\$ 2,525.60
Beck Arnley Holdings LLC	311070	Invoice	0738945D	12/1/2022	8071052084	\$ 985.92
Beck Arnley Holdings LLC	311070	Invoice	0739681D	12/2/2022	4092000-8061	\$ 142.04
Beck Arnley Holdings LLC	311070	Invoice	0739789D	12/5/2022	8027047706	\$ 405.06
Beck Arnley Holdings LLC	311070	Invoice	0740441D	12/5/2022	4000411-1205	\$ 137.62
Beck Arnley Holdings LLC	311070	Invoice	0740532D	12/5/2022	602414065	\$ 94.18
Beck Arnley Holdings LLC	311070	Invoice	0740558D	12/5/2022	4725	\$ 65.15
Beck Arnley Holdings LLC	311070	Invoice	0740611D	12/5/2022	8071052156	\$ 907.38
Beck Arnley Holdings LLC	311070	Invoice	0740642D	12/5/2022	8043077902	\$ 122.51
Beck Arnley Holdings LLC	311070	Invoice	0740643D	12/5/2022	8043077905	\$ 976.76
Beck Arnley Holdings LLC	311070	Invoice	0740805D	12/6/2022	8043077796	\$ 3,383.54
Beck Arnley Holdings LLC	311070	Invoice	0740981D	12/6/2022	8048058081	\$ 54.18
Beck Arnley Holdings LLC	311070	Invoice	0741088D	12/6/2022	8068056036	\$ 3,385.04
Beck Arnley Holdings LLC	311070	Invoice	0741089D	12/6/2022	8068056037	\$ 229.39
Beck Arnley Holdings LLC	311070	Invoice	0741090D	12/6/2022	8070049234	\$ 248.08
Beck Arnley Holdings LLC	311070	Invoice	0741130L	12/6/2022	4077705	\$ 32.34
Beck Arnley Holdings LLC	311070	Invoice	0741162D	12/6/2022	608307823	\$ 40.84
Beck Arnley Holdings LLC	311070	Invoice	0741199D	12/6/2022	659708034	\$ 64.05
Beck Arnley Holdings LLC	311070	Invoice	0741271D	12/7/2022	4991	\$ 1,909.27
Beck Arnley Holdings LLC	311070	Invoice	0741272D	12/7/2022	4991	\$ 1,550.00
Beck Arnley Holdings LLC	311070	Invoice	0741282D	12/7/2022	8067038947	\$ 299.09
Beck Arnley Holdings LLC	311070	Invoice	0741283D	12/7/2022	8067038948	\$ 637.24
Beck Arnley Holdings LLC	311070	Invoice	0741284D	12/7/2022	8067038949	\$ 431.88
Beck Arnley Holdings LLC	311070	Invoice	0741285D	12/7/2022	8067038950	\$ 706.76
Beck Arnley Holdings LLC	311070	Invoice	0741286D	12/7/2022	8070049200	\$ 1,403.38
Beck Arnley Holdings LLC	311070	Invoice	0741287D	12/7/2022	8070049201	\$ 180.83
Beck Arnley Holdings LLC	311070	Invoice	0741288D	12/7/2022	8070049203	\$ 655.68
Beck Arnley Holdings LLC	311070	Invoice	0741307D	12/7/2022	8071052157	\$ 1,897.92
Beck Arnley Holdings LLC	311070	Invoice	0741653D	12/7/2022	669806989	\$ 37.74
Beck Arnley Holdings LLC	311070	Invoice	0741741D	12/8/2022	8071052081	\$ 398.28
Beck Arnley Holdings LLC	311070	Invoice	0741742D	12/8/2022	8018062720	\$ 1,220.28
Beck Arnley Holdings LLC	311070	Invoice	0741743D	12/8/2022	8018062721	\$ 1,868.10
Beck Arnley Holdings LLC	311070	Invoice	0741744D	12/8/2022	8018062722	\$ 815.56
Beck Arnley Holdings LLC	311070	Invoice	0741745D	12/8/2022	8018062723	\$ 1,739.34
Beck Arnley Holdings LLC	311070	Invoice	0741746D	12/8/2022	8027047708	\$ 1,503.31
Beck Arnley Holdings LLC	311070	Invoice	0741747D	12/8/2022	8027047709	\$ 673.92
Beck Arnley Holdings LLC	311070	Invoice	0742254D	12/9/2022	8068055958	\$ 356.40
Beck Arnley Holdings LLC	311070	Invoice	0742255D	12/9/2022	8068055959	\$ 234.24
Beck Arnley Holdings LLC	311070	Invoice	0742256D	12/9/2022	8068055962	\$ 379.20
Beck Arnley Holdings LLC	311070	Invoice	0742261D	12/9/2022	8071052155	\$ 1,523.41
Beck Arnley Holdings LLC	311070	Invoice	0742262D	12/9/2022	8071052158	\$ 691.20
Beck Arnley Holdings LLC	311070	Invoice	0742265D	12/9/2022	8047076506	\$ 15.47
Beck Arnley Holdings LLC	311070	Invoice	0742266D	12/9/2022	8068056035	\$ 936.12
Beck Arnley Holdings LLC	311070	Invoice	0742267D	12/9/2022	8068056039	\$ 953.88
Beck Arnley Holdings LLC	311070	Invoice	0742268D	12/9/2022	8070049232	\$ 1,478.84
Beck Arnley Holdings LLC	311070	Invoice	0742269D	12/9/2022	8070049235	\$ 1,392.96
Beck Arnley Holdings LLC	311070	Invoice	0742523D	12/9/2022	657304610	\$ 116.61
Beck Arnley Holdings LLC	311070	Invoice	0742722D	12/12/2022	8018062719	\$ 316.92
Beck Arnley Holdings LLC	311070	Invoice	0742727D	12/12/2022	8043077902	\$ 170.64
Beck Arnley Holdings LLC	311070	Invoice	0742728D	12/12/2022	8043077903	\$ 460.80
Beck Arnley Holdings LLC	311070	Invoice	0742729D	12/12/2022	8043077904	\$ 684.96
Beck Arnley Holdings LLC	311070	Invoice	0742730D	12/12/2022	8043077906	\$ 1,321.31
Beck Arnley Holdings LLC	311070	Invoice	0742736D	12/12/2022	8047076506	\$ 341.28
Beck Arnley Holdings LLC	311070	Invoice	0742737D	12/12/2022	8047076507	\$ 576.00
Beck Arnley Holdings LLC	311070	Invoice	0742738D	12/12/2022	8047076508	\$ 1,443.06
Beck Arnley Holdings LLC	311070	Invoice	0742739L	12/12/2022	8047076509	\$ 1,659.53
Beck Arnley Holdings LLC	311070	Invoice	0742740D	12/12/2022	8048058079	\$ 339.96
Beck Arnley Holdings LLC	311070	Invoice	0742741D	12/12/2022	8048058080	\$ 285.84
Beck Arnley Holdings LLC	311070	Invoice	0742742D	12/12/2022	8048058082	\$ 2,000.71
Beck Arnley Holdings LLC	311070	Invoice	0742743D	12/12/2022	8049055092	\$ 1,576.12
Beck Arnley Holdings LLC	311070	Invoice	0742744D	12/12/2022	8049055093	\$ 489.24
Beck Arnley Holdings LLC	311070	Invoice	0742745D	12/12/2022	8049055094	\$ 393.20
Beck Arnley Holdings LLC	311070	Invoice	0742746D	12/12/2022	8049055095	\$ 1,067.02

Company	Account #	Document Type	INVOICE #	Transaction Date	CUST-PO-NBR	Amount (in USD)
Beck Arnley Holdings LLC	311070	Invoice	0742747D	12/12/2022	8018062790	\$ 1,506.53
Beck Arnley Holdings LLC	311070	Invoice	0742748D	12/12/2022	8018062791	\$ 1,495.50
Beck Arnley Holdings LLC	311070	Invoice	0742749D	12/12/2022	8018062792	\$ 738.32
Beck Arnley Holdings LLC	311070	Invoice	0742750D	12/12/2022	8018062793	\$ 1,536.90
Beck Arnley Holdings LLC	311070	Invoice	0743403D	12/12/2022	4108243	\$ 103.16
Beck Arnley Holdings LLC	311070	Invoice	0743525D	12/12/2022	8071052204	\$ 169.42
Beck Arnley Holdings LLC	311070	Invoice	0743526D	12/12/2022	4077224DS10	\$ 87.22
Beck Arnley Holdings LLC	311070	Invoice	0743527D	12/12/2022	666911531	\$ 148.94
Beck Arnley Holdings LLC	311070	Invoice	0743539D	12/12/2022	8043077972	\$ 186.72
Beck Arnley Holdings LLC	311070	Invoice	0743576D	12/12/2022	4000425DEX-704	\$ 386.23
Beck Arnley Holdings LLC	311070	Invoice	0743605D	12/12/2022	4101002	\$ 53.21
Beck Arnley Holdings LLC	311070	Invoice	0743985D	12/13/2022	8067039013	\$ 368.29
Beck Arnley Holdings LLC	311070	Invoice	0744114D	12/13/2022	602009468	\$ 38.36
Beck Arnley Holdings LLC	311070	Invoice	0744171D	12/13/2022	666108769	\$ 72.61
Beck Arnley Holdings LLC	311070	Invoice	0744274D	12/14/2022	8056071109	\$ 56.88
Beck Arnley Holdings LLC	311070	Invoice	0744275D	12/14/2022	8056071110	\$ 854.52
Beck Arnley Holdings LLC	311070	Invoice	0744276D	12/14/2022	8056071111	\$ 1,092.08
Beck Arnley Holdings LLC	311070	Invoice	0744277D	12/14/2022	8056071112	\$ 95.31
Beck Arnley Holdings LLC	311070	Invoice	0744278D	12/14/2022	8056071113	\$ 663.34
Beck Arnley Holdings LLC	311070	Invoice	0744279D	12/14/2022	8071052203	\$ 1,007.28
Beck Arnley Holdings LLC	311070	Invoice	0744280D	12/14/2022	8071052205	\$ 1,829.70
Beck Arnley Holdings LLC	311070	Invoice	0744281D	12/14/2022	8071052206	\$ 3,370.88
Beck Arnley Holdings LLC	311070	Invoice	0744282D	12/14/2022	8071052207	\$ 582.84
Beck Arnley Holdings LLC	311070	Invoice	0744283D	12/14/2022	8043077969	\$ 355.20
Beck Arnley Holdings LLC	311070	Invoice	0744284D	12/14/2022	8043077970	\$ 433.60
Beck Arnley Holdings LLC	311070	Invoice	0744285D	12/14/2022	8043077971	\$ 395.16
Beck Arnley Holdings LLC	311070	Invoice	0744286D	12/14/2022	8043077973	\$ 1,033.23
Beck Arnley Holdings LLC	311070	Invoice	0744287D	12/14/2022	8068056075	\$ 227.52
Beck Arnley Holdings LLC	311070	Invoice	0744288D	12/14/2022	8068056076	\$ 469.44
Beck Arnley Holdings LLC	311070	Invoice	0744289D	12/14/2022	8068056077	\$ 2,402.50
Beck Arnley Holdings LLC	311070	Invoice	0744290D	12/14/2022	8068056078	\$ 122.61
Beck Arnley Holdings LLC	311070	Invoice	0744291D	12/14/2022	8068056079	\$ 1,044.36
Beck Arnley Holdings LLC	311070	Invoice	0744292D	12/14/2022	8018062837	\$ 146.28
Beck Arnley Holdings LLC	311070	Invoice	0744293D	12/14/2022	8018062838	\$ 1,250.21
Beck Arnley Holdings LLC	311070	Invoice	0744294D	12/14/2022	8018062839	\$ 686.85
Beck Arnley Holdings LLC	311070	Invoice	0744295D	12/14/2022	8018062840	\$ 1,773.36
Beck Arnley Holdings LLC	311070	Invoice	0744296D	12/14/2022	8018062841	\$ 131.28
Beck Arnley Holdings LLC	311070	Invoice	0744297D	12/14/2022	8067039012	\$ 45.61
Beck Arnley Holdings LLC	311070	Invoice	0744495D	12/14/2022	666911558	\$ 152.31
Beck Arnley Holdings LLC	311070	Invoice	0744496D	12/14/2022	608307851	\$ 25.59
Beck Arnley Holdings LLC	311070	Invoice	0744903D	12/15/2022	4077730DS10	\$ 71.86
Beck Arnley Holdings LLC	311070	Invoice	0745166D	12/16/2022	8067039009	\$ 703.60
Beck Arnley Holdings LLC	311070	Invoice	0745167D	12/16/2022	8067039010	\$ 1,241.48
Beck Arnley Holdings LLC	311070	Invoice	0745168D	12/16/2022	8067039011	\$ 350.94
Beck Arnley Holdings LLC	311070	Invoice	0745573D	12/19/2022	8047076560	\$ 63.84
Beck Arnley Holdings LLC	311070	Invoice	0745574D	12/19/2022	8047076561	\$ 1,554.68
Beck Arnley Holdings LLC	311070	Invoice	0745575D	12/19/2022	8047076562	\$ 774.48
Beck Arnley Holdings LLC	311070	Invoice	0745576D	12/19/2022	8047076563	\$ 13.35
Beck Arnley Holdings LLC	311070	Invoice	0745577D	12/19/2022	8047076565	\$ 1,046.46
Beck Arnley Holdings LLC	311070	Invoice	0746344D	12/19/2022	627013157	\$ 33.57
Beck Arnley Holdings LLC	311070	Invoice	0746361D	12/19/2022	663006160	\$ 30.26
Beck Arnley Holdings LLC	311070	Invoice	0746364D	12/19/2022	8018062945	\$ 42.19
Beck Arnley Holdings LLC	311070	Invoice	0746365D	12/19/2022	8043078047	\$ 467.67
Beck Arnley Holdings LLC	311070	Invoice	0746397D	12/19/2022	634409923	\$ 150.77
Beck Arnley Holdings LLC	311070	Invoice	0746441D	12/19/2022	M4102396DS	\$ 167.07
Beck Arnley Holdings LLC	311070	Invoice	0747296D	12/21/2022	F4060501	\$ 59.04
Beck Arnley Holdings LLC	311070	Invoice	0747324D	12/21/2022	4077730	\$ 45.92
Beck Arnley Holdings LLC	311070	Invoice	0747372D	12/21/2022	M4032025DS	\$ 94.13
Beck Arnley Holdings LLC	311070	Invoice	0747576D	12/22/2022	4000425DEX-704	\$ 78.94
Beck Arnley Holdings LLC	311070	Invoice	0747583D	12/22/2022	8018062946	\$ 787.63
Beck Arnley Holdings LLC	311070	Invoice	0747584D	12/22/2022	8018062947	\$ 3,393.45
Beck Arnley Holdings LLC	311070	Invoice	0747585D	12/22/2022	8018062948	\$ 3,640.12
Beck Arnley Holdings LLC	311070	Invoice	0747586D	12/22/2022	8018062949	\$ 2,212.56
Beck Arnley Holdings LLC	311070	Invoice	0747587D	12/22/2022	8043078045	\$ 1,427.88

Company	Account #	Document Type	INVOICE #	Transaction Date	CUST-PO-NBR	Amount (in USD)
Beck Arnley Holdings LLC	311070	Invoice	0747588D	12/22/2022	8043078046	\$ 378.00
Beck Arnley Holdings LLC	311070	Invoice	0747589D	12/22/2022	8043078048	\$ 834.21
Beck Arnley Holdings LLC	311070	Invoice	0748988D	12/27/2022	8043078128	\$ 237.58
Beck Arnley Holdings LLC	311070	Invoice	0748989D	12/27/2022	8068056190	\$ 45.94
Beck Arnley Holdings LLC	311070	Invoice	0749247D	12/28/2022	8068056139	\$ 1,531.08
Beck Arnley Holdings LLC	311070	Invoice	0749248D	12/28/2022	8068056140	\$ 1,300.18
Beck Arnley Holdings LLC	311070	Invoice	0749249D	12/28/2022	8068056141	\$ 300.44
Beck Arnley Holdings LLC	311070	Invoice	0749250D	12/28/2022	8068056142	\$ 2,441.92
Beck Arnley Holdings LLC	311070	Invoice	0749562D	12/28/2022	M4103521DS	\$ 63.42
Beck Arnley Holdings LLC	311070	Invoice	0749725D	12/29/2022	8047076564	\$ 493.96
Beck Arnley Holdings LLC	311070	Invoice	0749742D	12/29/2022	122022	\$ 1,715.70
Beck Arnley Holdings LLC	311070	Invoice	0749743D	12/29/2022	122022	\$ 1,420.68
Beck Arnley Holdings LLC	311070	Invoice	0749978D	12/29/2022	M4108243DS	\$ 234.73
Beck Arnley Holdings LLC	311070	Invoice	0750468D	12/30/2022	608307895	\$ 86.42
Beck Arnley Holdings LLC	311070	Invoice	0750555D	1/3/2023	8047076682	\$ 173.96
Beck Arnley Holdings LLC	311070	Invoice	0751539D	1/3/2023	8068056254	\$ 63.11
Beck Arnley Holdings LLC	311070	Invoice	0751540D	1/3/2023	8070049421	\$ 665.83
Beck Arnley Holdings LLC	311070	Invoice	0751541D	1/3/2023	8071052379	\$ 510.22
Beck Arnley Holdings LLC	311070	Invoice	0751572D	1/3/2023	4102508	\$ 87.53
Beck Arnley Holdings LLC	311070	Invoice	0751624D	1/3/2023	80276	\$ 289.24
Beck Arnley Holdings LLC	311070	Invoice	0751773D	1/4/2023	8018063015	\$ 227.52
Beck Arnley Holdings LLC	311070	Invoice	0751774D	1/4/2023	8018063016	\$ 1,767.85
Beck Arnley Holdings LLC	311070	Invoice	0751775D	1/4/2023	8018063018	\$ 543.74
Beck Arnley Holdings LLC	311070	Invoice	0751776D	1/4/2023	8018063019	\$ 2,078.48
Beck Arnley Holdings LLC	311070	Invoice	0751777D	1/4/2023	8018063020	\$ 1,788.72
Beck Arnley Holdings LLC	311070	Invoice	0751778D	1/4/2023	8047076678	\$ 619.92
Beck Arnley Holdings LLC	311070	Invoice	0751779D	1/4/2023	8047076679	\$ 1,998.88
Beck Arnley Holdings LLC	311070	Invoice	0751780D	1/4/2023	8047076680	\$ 605.64
Beck Arnley Holdings LLC	311070	Invoice	0751781D	1/4/2023	8047076681	\$ 557.97
Beck Arnley Holdings LLC	311070	Invoice	0751782D	1/4/2023	8049055231	\$ 164.88
Beck Arnley Holdings LLC	311070	Invoice	0751783D	1/4/2023	8049055232	\$ 1,719.44
Beck Arnley Holdings LLC	311070	Invoice	0751784D	1/4/2023	8049055233	\$ 865.20
Beck Arnley Holdings LLC	311070	Invoice	0751785D	1/4/2023	8049055234	\$ 329.08
Beck Arnley Holdings LLC	311070	Invoice	0751786D	1/4/2023	8067039075	\$ 146.28
Beck Arnley Holdings LLC	311070	Invoice	0751787D	1/4/2023	8067039076	\$ 927.04
Beck Arnley Holdings LLC	311070	Invoice	0751788D	1/4/2023	8067039077	\$ 53.64
Beck Arnley Holdings LLC	311070	Invoice	0751789D	1/4/2023	8067039078	\$ 627.69
Beck Arnley Holdings LLC	311070	Invoice	0751790D	1/4/2023	8067039079	\$ 450.40
Beck Arnley Holdings LLC	311070	Invoice	0751791D	1/4/2023	8070049361	\$ 227.52
Beck Arnley Holdings LLC	311070	Invoice	0751792D	1/4/2023	8070049362	\$ 4,334.40
Beck Arnley Holdings LLC	311070	Invoice	0751793D	1/4/2023	8070049363	\$ 352.73
Beck Arnley Holdings LLC	311070	Invoice	0751794D	1/4/2023	8070049364	\$ 2,168.61
Beck Arnley Holdings LLC	311070	Invoice	0751795D	1/4/2023	8070049365	\$ 1,659.96
Beck Arnley Holdings LLC	311070	Invoice	0752078D	1/4/2023	663006190	\$ 100.40
Beck Arnley Holdings LLC	311070	Invoice	0752100D	1/4/2023	4104156-0103	\$ 93.36
Beck Arnley Holdings LLC	311070	Invoice	0752110D	1/4/2023	32700	\$ 117.04
Beck Arnley Holdings LLC	311070	Invoice	0752158D	1/4/2023	M4054605DS	\$ 92.48
Beck Arnley Holdings LLC	311070	Invoice	0752199L	1/4/2023	4108554	\$ 57.52
Beck Arnley Holdings LLC	311070	Invoice	0752259D	1/5/2023	8037047982	\$ 113.76
Beck Arnley Holdings LLC	311070	Invoice	0752260D	1/5/2023	8037047983	\$ 69.07
Beck Arnley Holdings LLC	311070	Invoice	0752261D	1/5/2023	8037047984	\$ 607.50
Beck Arnley Holdings LLC	311070	Invoice	0752262D	1/5/2023	8037047985	\$ 1,495.56
Beck Arnley Holdings LLC	311070	Invoice	0752263D	1/5/2023	8037047986	\$ 521.40
Beck Arnley Holdings LLC	311070	Invoice	0752264D	1/5/2023	8043078125	\$ 127.68
Beck Arnley Holdings LLC	311070	Invoice	0752265D	1/5/2023	8043078126	\$ 896.32
Beck Arnley Holdings LLC	311070	Invoice	0752266D	1/5/2023	8043078127	\$ 101.28
Beck Arnley Holdings LLC	311070	Invoice	0752267D	1/5/2023	8043078129	\$ 728.51
Beck Arnley Holdings LLC	311070	Invoice	0752268D	1/5/2023	8068056187	\$ 365.76
Beck Arnley Holdings LLC	311070	Invoice	0752269D	1/5/2023	8068056188	\$ 2,261.14
Beck Arnley Holdings LLC	311070	Invoice	0752270D	1/5/2023	8068056191	\$ 515.52
Beck Arnley Holdings LLC	311070	Invoice	0752302D	1/5/2023	634409989	\$ 83.91
Beck Arnley Holdings LLC	311070	Invoice	0752465L	1/5/2023	M4102259DS	\$ 342.69
Beck Arnley Holdings LLC	311070	Invoice	0752467D	1/5/2023	4077202	\$ 90.98
Beck Arnley Holdings LLC	311070	Invoice	0752524D	1/5/2023	608307907	\$ 199.28

Company	Account #	Document Type	INVOICE #	Transaction Date	CUST-PO-NBR	Amount (in USD)
Beck Arnley Holdings LLC	311070	Invoice	0752663D	1/5/2023	4102508	\$ 30.52
Beck Arnley Holdings LLC	311070	Invoice	0752766D	1/6/2023	4000425DEX-704	\$ 541.41
Beck Arnley Holdings LLC	311070	Invoice	0752776D	1/6/2023	8018063107	\$ 82.44
Beck Arnley Holdings LLC	311070	Invoice	0752777D	1/6/2023	8018063108	\$ 985.34
Beck Arnley Holdings LLC	311070	Invoice	0752778D	1/6/2023	8018063109	\$ 1,329.53
Beck Arnley Holdings LLC	311070	Invoice	0752779D	1/6/2023	8018063110	\$ 927.28
Beck Arnley Holdings LLC	311070	Invoice	0752780D	1/6/2023	8018063111	\$ 175.68
Beck Arnley Holdings LLC	311070	Invoice	0752781D	1/6/2023	8027047897	\$ 203.16
Beck Arnley Holdings LLC	311070	Invoice	0752782D	1/6/2023	8027047898	\$ 225.60
Beck Arnley Holdings LLC	311070	Invoice	0752783D	1/6/2023	8027047899	\$ 1,239.15
Beck Arnley Holdings LLC	311070	Invoice	0752784D	1/6/2023	8027047900	\$ 1,950.80
Beck Arnley Holdings LLC	311070	Invoice	0752785D	1/6/2023	8027047901	\$ 990.72
Beck Arnley Holdings LLC	311070	Invoice	0752786D	1/6/2023	8068056254	\$ 500.40
Beck Arnley Holdings LLC	311070	Invoice	0752787D	1/6/2023	8068056255	\$ 131.28
Beck Arnley Holdings LLC	311070	Invoice	0752788D	1/6/2023	8068056256	\$ 5,955.99
Beck Arnley Holdings LLC	311070	Invoice	0752789D	1/6/2023	8068056257	\$ 1,182.34
Beck Arnley Holdings LLC	311070	Invoice	0752790D	1/6/2023	8068056258	\$ 454.60
Beck Arnley Holdings LLC	311070	Invoice	0752791D	1/6/2023	8070049419	\$ 191.52
Beck Arnley Holdings LLC	311070	Invoice	0752792D	1/6/2023	8070049420	\$ 435.08
Beck Arnley Holdings LLC	311070	Invoice	0752793L	1/6/2023	8070049422	\$ 3,411.24
Beck Arnley Holdings LLC	311070	Invoice	0752794D	1/6/2023	8070049423	\$ 1,106.28
Beck Arnley Holdings LLC	311070	Invoice	0752795D	1/6/2023	8071052378	\$ 1,986.60
Beck Arnley Holdings LLC	311070	Invoice	0752796D	1/6/2023	8071052381	\$ 3,269.12
Beck Arnley Holdings LLC	311070	Invoice	0752797D	1/6/2023	8071052382	\$ 4,611.52
Beck Arnley Holdings LLC	311070	Invoice	0752798D	1/6/2023	8071052383	\$ 284.40
Beck Arnley Holdings LLC	311070	Invoice	0752997D	1/6/2023	614111498	\$ 78.40
Beck Arnley Holdings LLC	311070	Invoice	0753078D	1/6/2023	4102157	\$ 146.86
Beck Arnley Holdings LLC	311070	Invoice	0753109D	1/6/2023	M4077287DS	\$ 40.22
Beck Arnley Holdings LLC	311070	Invoice	0754189D	1/9/2023	8043078312	\$ 143.38
Beck Arnley Holdings LLC	311070	Invoice	0754209D	1/9/2023	8048058319	\$ 342.97
Beck Arnley Holdings LLC	311070	Invoice	0754326D	1/9/2023	663405536	\$ 54.71
Beck Arnley Holdings LLC	311070	Invoice	0754327D	1/9/2023	625313408	\$ 35.18
Beck Arnley Holdings LLC	311070	Invoice	0754692D	1/10/2023	4103025-63710-RUD	\$ 189.84
Beck Arnley Holdings LLC	311070	Invoice	0755400D	1/11/2023	4101003-GLOBE	\$ 46.03
Beck Arnley Holdings LLC	311070	Invoice	0755401D	1/11/2023	608408514	\$ 197.24
Beck Arnley Holdings LLC	311070	Invoice	0755510D	1/11/2023	M4102368DS	\$ 43.74
Beck Arnley Holdings LLC	311070	Invoice	0755837D	1/12/2023	8067039159	\$ 1,261.72
Beck Arnley Holdings LLC	311070	Invoice	0755838D	1/12/2023	8067039160	\$ 909.84
Beck Arnley Holdings LLC	311070	Invoice	0755839D	1/12/2023	8018063189	\$ 63.84
Beck Arnley Holdings LLC	311070	Invoice	0755840D	1/12/2023	8018063190	\$ 1,023.52
Beck Arnley Holdings LLC	311070	Invoice	0755841D	1/12/2023	8018063191	\$ 330.87
Beck Arnley Holdings LLC	311070	Invoice	0755842D	1/12/2023	8018063192	\$ 303.36
Beck Arnley Holdings LLC	311070	Invoice	0755843D	1/12/2023	8067039161	\$ 537.18
Beck Arnley Holdings LLC	311070	Invoice	0755844D	1/12/2023	8068056321	\$ 1,445.04
Beck Arnley Holdings LLC	311070	Invoice	0755845D	1/12/2023	8068056322	\$ 1,359.04
Beck Arnley Holdings LLC	311070	Invoice	0755846D	1/12/2023	8068056323	\$ 143.30
Beck Arnley Holdings LLC	311070	Invoice	0755847D	1/12/2023	8068056324	\$ 1,484.04
Beck Arnley Holdings LLC	311070	Invoice	0755848L	1/12/2023	8070049493	\$ 1,927.68
Beck Arnley Holdings LLC	311070	Invoice	0755849D	1/12/2023	8070049494	\$ 227.40
Beck Arnley Holdings LLC	311070	Invoice	0755850D	1/12/2023	8070049495	\$ 569.72
Beck Arnley Holdings LLC	311070	Invoice	0756155L	1/12/2023	80276	\$ 72.84
Beck Arnley Holdings LLC	311070	Invoice	0756270D	1/12/2023	M4108243DS	\$ 47.49
Beck Arnley Holdings LLC	311070	Invoice	0756301D	1/13/2023	8043078312	\$ 335.52
Beck Arnley Holdings LLC	311070	Invoice	0756302D	1/13/2023	8043078313	\$ 1,681.40
Beck Arnley Holdings LLC	311070	Invoice	0756303D	1/13/2023	8043078314	\$ 1,287.36
Beck Arnley Holdings LLC	311070	Invoice	0756304D	1/13/2023	8043078315	\$ 513.31
Beck Arnley Holdings LLC	311070	Invoice	0756305D	1/13/2023	8043078316	\$ 1,918.43
Beck Arnley Holdings LLC	311070	Invoice	0756306D	1/13/2023	8071052452	\$ 175.68
Beck Arnley Holdings LLC	311070	Invoice	0756307D	1/13/2023	8071052453	\$ 1,219.49
Beck Arnley Holdings LLC	311070	Invoice	0756308D	1/13/2023	8071052454	\$ 6,179.99
Beck Arnley Holdings LLC	311070	Invoice	0756309L	1/13/2023	8071052455	\$ 457.92
Beck Arnley Holdings LLC	311070	Invoice	0756310D	1/13/2023	8071052456	\$ 63.84
Beck Arnley Holdings LLC	311070	Invoice	0756311D	1/13/2023	8048058316	\$ 260.04
Beck Arnley Holdings LLC	311070	Invoice	0756312D	1/13/2023	8048058317	\$ 1,884.64

Company	Account #	Document Type	INVOICE #	Transaction Date	CUST-PO-NBR	Amount (in USD)
Beck Arnley Holdings LLC	311070	Invoice	0756313D	1/13/2023	8048058318	\$ 550.92
Beck Arnley Holdings LLC	311070	Invoice	0756314D	1/13/2023	8048058320	\$ 915.53
Beck Arnley Holdings LLC	311070	Invoice	0756315D	1/13/2023	8067039162	\$ 855.14
Beck Arnley Holdings LLC	311070	Invoice	0756482D	1/13/2023	7543	\$ 116.40
Beck Arnley Holdings LLC	311070	Invoice	0756495D	1/13/2023	668602079	\$ 165.32
Beck Arnley Holdings LLC	311070	Invoice	0757394D	1/16/2023	8047076924	\$ 665.06
Beck Arnley Holdings LLC	311070	Invoice	0757395D	1/16/2023	8071052540	\$ 63.14
Beck Arnley Holdings LLC	311070	Invoice	0757471D	1/16/2023	4103025-63710-RUD	\$ 101.95
Beck Arnley Holdings LLC	311070	Invoice	0757961D	1/17/2023	640901647	\$ 216.15
Beck Arnley Holdings LLC	311070	Invoice	0758896D	1/19/2023	4102193	\$ 24.45
Beck Arnley Holdings LLC	311070	Invoice	0758924D	1/19/2023	663006231	\$ 43.93
Beck Arnley Holdings LLC	311070	Invoice	0759082D	1/19/2023	4068600-119	\$ 216.34
Beck Arnley Holdings LLC	311070	Invoice	0759107D	1/19/2023	4102082	\$ 74.56
Beck Arnley Holdings LLC	311070	Invoice	0759176D	1/20/2023	7543	\$ 6,596.03
Beck Arnley Holdings LLC	311070	Invoice	0759334D	1/20/2023	M4102368DS	\$ 68.41
Beck Arnley Holdings LLC	311070	Invoice	0759426D	1/20/2023	AG392	\$ 183.38
Beck Arnley Holdings LLC	311070	Invoice	0759474D	1/20/2023	M4102259DS	\$ 40.29
Beck Arnley Holdings LLC	311070	Invoice	0759625D	1/23/2023	8018063281	\$ 170.64
Beck Arnley Holdings LLC	311070	Invoice	0759626D	1/23/2023	8018063282	\$ 1,077.88
Beck Arnley Holdings LLC	311070	Invoice	0759627D	1/23/2023	8018063283	\$ 1,586.88
Beck Arnley Holdings LLC	311070	Invoice	0759628D	1/23/2023	8018063284	\$ 6,778.16
Beck Arnley Holdings LLC	311070	Invoice	0759629D	1/23/2023	8018063285	\$ 596.88
Beck Arnley Holdings LLC	311070	Invoice	0759630D	1/23/2023	8047076922	\$ 430.72
Beck Arnley Holdings LLC	311070	Invoice	0759631D	1/23/2023	8047076923	\$ 697.62
Beck Arnley Holdings LLC	311070	Invoice	0759632D	1/23/2023	8047076925	\$ 1,910.97
Beck Arnley Holdings LLC	311070	Invoice	0760403D	1/23/2023	178600	\$ 195.37
Beck Arnley Holdings LLC	311070	Invoice	0760673D	1/24/2023	8071052536	\$ 800.82
Beck Arnley Holdings LLC	311070	Invoice	0760674D	1/24/2023	8071052537	\$ 1,567.36
Beck Arnley Holdings LLC	311070	Invoice	0760675D	1/24/2023	8071052538	\$ 9,673.41
Beck Arnley Holdings LLC	311070	Invoice	0760676D	1/24/2023	8071052539	\$ 4,402.20
Beck Arnley Holdings LLC	311070	Invoice	0760677D	1/24/2023	8071052540	\$ 412.20
Beck Arnley Holdings LLC	311070	Invoice	0761502D	1/25/2023	JTPOSTLE	\$ 32.84
Beck Arnley Holdings LLC	311070	Invoice	0761591D	1/25/2023	4171R	\$ 146.63
Beck Arnley Holdings LLC	311070	Invoice	0761916D	1/26/2023	K1100	\$ 199.77
Beck Arnley Holdings LLC	311070	Invoice	0761998D	1/26/2023	634503381	\$ 31.34
Beck Arnley Holdings LLC	311070	Invoice	0762541D	1/30/2023	8047077055	\$ 218.40
Beck Arnley Holdings LLC	311070	Invoice	0762542D	1/30/2023	8047077056	\$ 491.13
Beck Arnley Holdings LLC	311070	Invoice	0762543D	1/30/2023	8047077058	\$ 680.41
Beck Arnley Holdings LLC	311070	Invoice	0762550D	1/30/2023	8047077054	\$ 1,822.84
Beck Arnley Holdings LLC	311070	Invoice	0762557D	1/30/2023	12523	\$ 2,041.95
Beck Arnley Holdings LLC	311070	Invoice	0762558D	1/30/2023	12523	\$ 1,048.32
Beck Arnley Holdings LLC	311070	Invoice	0763206D	1/30/2023	4102508	\$ 94.80
Beck Arnley Holdings LLC	311070	Invoice	0763394D	1/30/2023	4077224	\$ 119.08
Beck Arnley Holdings LLC	311070	Invoice	0763467D	1/30/2023	640008050	\$ 140.80
Beck Arnley Holdings LLC	311070	Deduction	CB-0537111	7/20/2022	SH644116	\$ 120.00
Beck Arnley Holdings LLC	311070	Deduction	CB-0537330	9/30/2022	CM20352	\$ 343.44
Beck Arnley Holdings LLC	311070	Deduction	CB-0537331	9/30/2022	SH552871	\$ 2.25
Beck Arnley Holdings LLC	311070	Deduction	CB-0537332	9/30/2022	SH564727	\$ 50.00
Beck Arnley Holdings LLC	311070	Deduction	CB-0537333	9/30/2022	SH570169	\$ 150.56
Beck Arnley Holdings LLC	311070	Deduction	CB-0537334	9/30/2022	SH645303	\$ 275.64
Beck Arnley Holdings LLC	311070	Deduction	CB-0537335	9/30/2022	SH640530	\$ 150.00
Beck Arnley Holdings LLC	311070	Deduction	CB-0537336	9/30/2022	SH660758	\$ 124.75
Beck Arnley Holdings LLC	311070	Deduction	CB-0537363	10/17/2022	SH00660771	\$ 450.00
Beck Arnley Holdings LLC	311070	Deduction	CB-0537364	10/17/2022	SH00667557	\$ 207.00
Beck Arnley Holdings LLC	311070	Deduction	CB-0537447	11/21/2022	210226PA	\$ 878.40
Beck Arnley Holdings LLC	311070	Deduction	CB-0537448	11/21/2022	SH674865	\$ 359.56
Beck Arnley Holdings LLC	311070	Deduction	CB-0537521	12/2/2022	5113403417	\$ 921.08
Beck Arnley Holdings LLC	311070	Deduction	CB-0537522	12/2/2022	5113410592	\$ 981.57
Beck Arnley Holdings LLC	311070	Deduction	CB-0537526	12/2/2022	APLUS1202CD	\$ 2,384.13
Beck Arnley Holdings LLC	311070	Deduction	CB-0537644	1/24/2023	SH698173	\$ 8.96
Beck Arnley Holdings LLC	311070	Deduction	CB-0537648	1/24/2023	5113009570	\$ 22,077.09
Beck Arnley Holdings LLC	311070	Deduction	CB-0537651	1/24/2023	5113069797	\$ 13,497.77
Beck Arnley Holdings LLC	311070	Deduction	CB-0537652	1/24/2023	5113074967	\$ 392.08
Beck Arnley Holdings LLC	311070	Deduction	CB-0537653	1/24/2023	5113079897	\$ 9,800.03

Company	Account #	Document Type	INVOICE #	Transaction Date	CUST-PO-NBR	Amount (in USD)
Beck Arnley Holdings LLC	311070	Deduction	CB-0537655	1/24/2023	5113133319	\$ 186.45
Beck Arnley Holdings LLC	311070	Deduction	CB-0537657	1/24/2023	5113285162	\$ 4,180.13
Beck Arnley Holdings LLC	311070	Deduction	CB-0537658	1/24/2023	5113292548	\$ 3,028.41
Beck Arnley Holdings LLC	311070	Deduction	CB-0537665	1/24/2023	5113615705	\$ 34,243.17
Beck Arnley Holdings LLC	311070	Deduction	CB-0537666	1/24/2023	5113644115	\$ 603.53
Beck Arnley Holdings LLC	311070	Deduction	CB-0537667	1/24/2023	210026PAA	\$ 878.40
Beck Arnley Holdings LLC	311070	Deduction	CB-0537669	1/24/2023	22018PA	\$ 920.39
Beck Arnley Holdings LLC	311070	Credit Memo	CM204984	11/9/2022	720965	\$ (303.36)
Beck Arnley Holdings LLC	311070	Credit Memo	CM205182	12/19/2022	Q3BANNER22	\$ (3,073.57)
Beck Arnley Holdings LLC	311070	Credit Memo	CM205254	1/12/2023	6.5Q4VOL	\$ (4,847.43)
Beck Arnley Holdings LLC	311070	Credit Memo	CM205374	1/31/2023	SHOWSPECIAL	\$ (3,482.64)