

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?** 1005 Raco Court Owner, LLC
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor GW 316 Commerce Center, LLC; Gwinnett 316 Associates

2. **Has this claim been acquired from someone else?** No
 Yes. From whom? _____

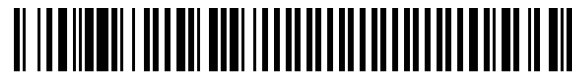
3. **Where should notices and payments to the creditor be sent?**

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
1005 Raco Court Owner, LLC c/o Michelle E. Shriro Singer and Levick, P.C. 16200 Addison Road, Suite 140 Addison, TX 75001, US Contact phone <u>972-380-5533</u> Contact email <u>mshriro@singerlevick.com</u>	 Contact phone _____ Contact email _____

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)
Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?** No
 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?** No
 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: _____

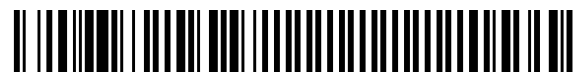
7. How much is the claim? \$ 4,249.96. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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.
Lease

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. \$ 4,249.96

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



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

No

Yes. Check all that apply:

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

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

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

No

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

\$ _____

Part 3: Sign Below

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

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

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

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

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

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

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

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

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

Executed on date 05/01/2023
MM / DD / YYYY

/s//s/ Michelle E. Shriro
Signature

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

Name /s/ Michelle E. Shriro
First name Middle name Last name

Title Attorney

Company Singer and Levick, P.C.
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: 1005 Raco Court Owner, LLC c/o Michelle E. Shriro Singer and Levick, P.C. 16200 Addison Road, Suite 140 Addison, TX, 75001 US Phone: 972-380-5533 Phone 2: Fax: 972-380-5748 Email: mshriro@singerlevick.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor: GW 316 Commerce Center, LLC; Gwinnett 316 Associates	Amends Claim: No Acquired Claim: No	
Basis of Claim: Lease	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 4,249.96	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: Yes, 4,249.96 Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: /s/ Michelle E. Shriro on 01-May-2023 4:50:05 p.m. Eastern Time Title: Attorney Company: Singer and Levick, P.C.		

Fill in this information to identify the case:

Debtor 1 IEH Auto Pars LLC

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Southern District of Texas

Case number 23-90057

Official Form 410

Proof of Claim

04/22

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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.

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Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor GW 316 Commerce Center, LLC; Gwinnett 316 Associates

2. **Has this claim been acquired from someone else?** No
 Yes. From whom? _____

Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p> <p><u>c/o Michelle E. Shriro, Singer & Levick, P.C.</u> Name</p> <p><u>16200 Addison Road, Suite 140</u> Number Street</p> <p><u>Addison TX 75001</u> City State ZIP Code</p> <p>Contact phone <u>972-380-5533</u></p> <p>Contact email <u>mshriro@singerlevick.com</u></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>		

4. **Does this claim amend one already filed?** No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

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7. How much is the claim? \$ 4,249.96. Does this amount include interest or other charges?
 No
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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.
Lease

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal 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 amounts 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. \$ 4,249.96

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

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

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

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).

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).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* 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.

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 acknowledgment 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 a 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 _____
MM / DD / YYYY

/s/ Michelle E. Shriro

Signature

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

Name Michelle E. Shriro
First name Middle name Last name

Title Attorney

Company Singer & Levick, P.C.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 16200 Addison Road, Suite 140
Number Street

Addison TX 75001
City State ZIP Code

Contact phone 972-380-5533 Email mshriro@singerlevick.com

BACKGROUND ON CLAIM

1. On or about July 31, 2013, Gwinnett 316 Associates, as Landlord, and Uni-Select USA, Inc., as Tenant, entered into a five (5) year *Lease* (“**Lease**”) for approximately 12,330 square feet of warehouse and office space in a building located at 625 Old Norcross Road, Suite D-2, Lawrenceville, Gwinnett County, Georgia (“**Premises**”). Pursuant to the terms of the Lease, the Lease expired on January 31, 2019.

2. On or about December 15, 2013, Gwinnett 316 Associates, as Landlord, and Uni-Select USA, Inc., as Tenant, entered into an *Amendment to Lease* (“**First Amended Lease**”).

3. On February 9, 2015, Uni-Select USA, Inc. entered into an Asset Purchase Agreement with IEH Auto Parts LLC, wherein Uni-Select USA, Inc. agreed to sell substantially of the assets of Uni-Select USA, Inc., including Uni-Select USA, Inc.’s interest in the Lease and the Premises, to IEH Auto Parts LLC.

4. On June 15, 2015, Landlord consented to the assignment of the Lease by Uni-Select USA, Inc. to IEH Auto Parts LLC (“**Tenant**”).

5. On or about July 13, 2018, GW 316 Commerce Center, LLC, as successor-in-interest to Gwinnett 316 Associates, as Landlord, and Tenant entered into a *Second Amendment to Lease* (“**Second Amended Lease**”). Pursuant to the terms of the Second Amended Lease, the Lease expires on January 31, 2024.

6. On or about October 10, 2018, GW 316 Commerce Center, LLC assigned, sold, transferred and set over all rights, title and interests of the Lease to 1005 Raco Court Owner, LLC (“**Landlord**”).

7. The Lease, First Amended Lease and Second Amended Lease are hereinafter jointly referred to as the “**Lease**.”

8. Due to their voluminous nature, and as the Debtors are in possession of the Lease documents, copies are not being attached hereto, but will be sent to any party making a request for same.

9. On January 31, 2023 (“**Petition Date**”), a voluntary Petition was filed by IEH Auto Parts Holding LLC and its related Debtors and Debtors-in-Possession, including Tenant IEH Auto Parts LLC (together, “**Debtors**”) under Chapter 11 of Title 11 of the UNITED STATES CODE (“**BANKRUPTCY CODE**”) with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (“**Bankruptcy Court**”), which cases have been jointly consolidated for administrative purposes only (“**Chapter 11 Cases**”).

10. Pursuant to the terms of the Lease, the rental obligations (which includes the base rent, additional rent, and percentage rent) are subject to a reconciliation at the end of each year. After the reconciliation, there is a balance of \$4,249.96 owed for year 2022 (“**CAM Reconciliation**”). Attached hereto as **Exhibit A**, and incorporated herein by reference, is a copy of Landlord’s invoice which shows the 2022 CAM Reconciliation due and owing to the Landlord. Since this amount is billed post-petition, Landlord asserts this amount is an administrative claim. In addition, Landlord included this amount in its Cure Objection (**Dkt.405**) filed on April 25, 2023.

11. Out of an abundance of caution, however, since this amount accrued pre-petition, Landlord is filing this Proof of Claim for the 2022 CAM Reconciliation. To the extent that this amount is paid as part of a cure payment or as an administrative claim, Landlord will withdraw this Proof of Claim.

12. Landlord’s Claim consists of all actual, incidental and consequential amounts owed as provided under the terms of the Lease.

13. Tenant Debtor has continued to occupy and profit from its use of the Premises from Petition Date through the date of filing of this Proof of Claim.

14. Landlord reserves and preserves the right to file an administrative expense priority claim for any unpaid post-petition rental obligations of the Lease should Debtor fail to make any monthly Lease payment.

15. If the Lease is not assumed and is ultimately rejected, however, Landlord reserves and preserves the right to amend this Proof of Claim to include the rejection damages of the remaining rental obligations of the Lease, as well as to include any additional breach of contract damages for any damages to the Property, and costs incurred relating to Debtor's default including, but not limited to, reletting charges, broker commissions, attorneys' fees, interest, repair and remodeling costs and expenses, as well as any sign removal charges. Nothing herein shall be construed to be a waiver of any claim that Landlord may have as a result of the rejection of the Lease by the Debtor.

16. The filing of this Proof of Claim is not a waiver of any of Landlord's rights to file either a rejection claim and/or an administrative expense claim for any unpaid post-petition rental obligation.

17. Furthermore, Landlord reserves the right to amend or supplement this Claim at any time and for any reason, including, without limitation: (a) to increase or otherwise adjust the total claim amount or any component thereof as a result of additional information or otherwise; (b) to revise the estimated amounts or substitute actual amounts for estimated amounts; (c) to include any additional breach of contract damages for any damages to the Property, and costs incurred relating to Debtor's default of the Lease, or (d) to revise any of the statements and information contained herein or to add new information and/or documents relating to the Claim asserted hereby.

18. The filing of this Claim is not an election of remedies, and Landlord does not waive, and expressly reserves and preserves any and all rights it may have under the Lease with Debtor and/or any applicable law and/or claims asserted hereby, including against the Debtor or any of the Debtor's affiliates or guarantors of the debt.

Exhibit A



INVOICE

1005 Raco Court Owner LLC
 c/o GPT Santa Fe Springs Owner LP
 P.O. Box 200507
 Dallas, TX 75320-0507

Please Note: Statements & Invoices will be delivered through the Tenant Portal. If you are not currently enrolled in the portal, please follow the instructions on the Tenant Portal login screen to request an account.
<https://tenantportal.linklogistics.com>

Bill To:

Larua Spencer
 Link

Property br40269
Account t0010228
Invoice # t0010228_4202023
Invoice Date 05/01/2023
Amount Due 11,207.46

Lease: IEH Auto Parts LLC
Location: 625 Old Norcross, Lawrenceville, GA 30046

Date	Charge Description	Charge Amount	Amount Paid	Total Due
Current Period Billing				
05/01/2023	Rent (05/2023)	5,137.50	0.00	5,137.50
05/01/2023	Insurance (05/2023)	55.00	0.00	55.00
05/01/2023	Mgt Fee - Base Rent - Inc in Cam (05/2023)	203.00	0.00	203.00
05/01/2023	Operating Expense Utilities (05/2023)	103.00	0.00	103.00
05/01/2023	Operating Expenses (05/2023)	323.00	0.00	323.00
05/01/2023	Real Estate Taxes (05/2023)	1,136.00	0.00	1,136.00
Current Billing Total:		6,957.50	0.00	6,957.50
Prior Period Billing				
03/08/2023	2022 CAM Reconciliation	4,249.96	0.00	4,249.96
Prior Billing Total:		4,249.96	0.00	4,249.96
Invoice Total:		11,207.46	0.00	11,207.46

Make Checks Payable To:	ACH / Wiring Instructions:

0 – 30 Days	31 – 60 days	61 – 90 Days	Over 90 Days	Prepayments	Total Owed
6,957.50	4,249.96	0.00	0.00	0.00	11,207.46

EFT (Direct Debit) Customers:

The total amount due on this statement will be drafted from your bank account on or around the first business day of the month.