

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>54 Adelaide St LLC</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small>	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<u>54 Adelaide St LLC</u> <u>1 Basin View Drive</u> <u>Pittsford, New York 14534, USA</u>	
	Contact phone <u>585-360-5333</u>	Contact phone _____
	Contact email <u>bcongdon56@gmail.com</u>	Contact email _____
	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 _____ <small>MM / DD / YYYY</small>	
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: _____

7. How much is the claim? \$ 10,119.08. 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.
Damaged to building leased building at 54 Adelaide St Rochester NY 14606

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: 54 Adelaide St Rochester NY 14606 Store #10166

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: \$ 750,000.00
Amount of the claim that is secured: \$ 10,119.08
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: \$ 10,119.08

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.** \$ 10119.08

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 05/19/2023
MM / DD / YYYY

/s/D. Bruce Congdon
Signature

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

Name D. Bruce Congdon
First name Middle name Last name

Title Building Owner

Company 54 Adelaide St LLC
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: 54 Adelaide St LLC 1 Basin View Drive Pittsford, New York, 14534 USA Phone: 585-360-5333 Phone 2: 585-612-1700 Fax: 585-612-1710 Email: bcongdon56@gmail.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Damaged to building leased building at 54 Adelaide St Rochester NY 14606	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 10,119.08	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: Yes: 10,119.08 Amount of 503(b)(9): No Based on Lease: Yes, 10119.08 Subject to Right of Setoff: No	Nature of Secured Amount: Real Estate Describe: 54 Adelaide St Rochester NY 14606 Store #10166 Value of Property: 750,000.00 Annual Interest Rate: Arrearage Amount: 10,119.08 Basis for Perfection: Amount Unsecured:	
Submitted By: D. Bruce Congdon on 19-May-2023 3:02:20 p.m. Eastern Time Title: Building Owner Company: 54 Adelaide St LLC		

Martin's Door Service LLC
1116 Rte 5 & 20
Geneva NY 14456
315-789-5423

Estimate

Date	Estimate #
5/8/2023	70705

Name / Address
Auto Plus 54 Adelaide St Rochester NY 14606



Phone #	Fax #	E-mail	Mobile	Customer Phone
1-315-789-5423	315-789-5424	harveyleid@martinsdoorservice.com		585-458-3970

Item	Quantity	Description	Rate	Total
		Bruce Congdon 585.360.5333		
		Commercial Micro Grooved R17 , NO Windows		
Commercial* track highlift* 10000	1	#3216 12'2" X 14' garage door reversed clip HL Almond?	4,293.00	4,293.00T
	1	36" high lift track	228.00	228.00T
	1	Installation	295.00	295.00
		existing door is Haas Sandstone, but other door is C.H.I. Almond which matches building		

QUOTE VALID FOR 10 DAYS		Subtotal	\$4,816.00
WE REQUIRE ANY SALES TAX EXEMPTION FORMS ON FILE BEFORE FINAL INVOICE		Sales Tax (7.5%)	\$339.08
		Total	\$5,155.08

Rochester Colonial

MFG. CORP.

1794 Lyell Avenue, Rochester, New York 14606 • Phone: (585) 254-8191 • Fax: (585) 254-1760

The Window and Door Experts™

Date: 05-18-2023

To: Auto Plus-54 Adelaide St LLC
Address: 54 Adelaide Street
Rochester, New York
14606 **Attn:** Bruce Congdon

Project: Man Door Replacement
Email: bcongdon56@gmail.com
Phone: 585-360-5333
Fax:

Rochester Colonial to remove the existing steel door, frame, and hardware and dispose from site.

Furnish And Install:

- (1) Ceco 16 gauge 3/0 x 6/8 x 5 3/4 welded primed custom steel door frame.
- (1) Ceco 18 gauge 3/0 x 6/8 flush insulated and galvanized steel door.
- (1) Hager 4701 x Aluminum rim panic exit device.
- (1) Hager 47 CE x WTN x US32D lever handle with keyed cylinder lock.
- (3) Hager BB1279 4 1/2" x 4 1/2" ball bearing hinges in USP/NRP.(non removable pins)
- (1) Hager 5200 commercial door closer.
- (1) Pemko 172 x 36" x aluminum threshold.
- (1) Pemko 303 APK x 3/0 x 7/0 perimeter weather seal.
- (1) Hager 750S x 36" x aluminum commercial door sweep.
- (1) Hager 1756 x US32D Peep Site.

The door and frame come in a primer finish and will need to be finish painted by others.

The Above Door, Frame, and Hardware Installed Complete: \$4,964.00

Deposit Required To Order: \$2,482.00

Balance Due On Completion \$2,482.00

Subject to terms and conditions attached to proposal.

Customer: Bruce Congdon

Accepted by: _____

This proposal is subject to the following terms and conditions:

1. Payment terms: No work, including the ordering of products, will begin until receipt of deposit. The balance after deposit is due upon substantial completion or, if supply only, at the time of delivery, unless otherwise noted above. Minor defects or problems are warranty items and cannot be the basis for withholding payment. If there are minor items that remain uncompleted, you may only hold back payment for the reasonable value of the incomplete item(s). If the installation or delivery of product is delayed at your request, the balance is due at the time of such request. If you fail to pay the balance when due, interest in the amount of 1 ½ % per month will be added to your balance.
2. Warranty: Products purchased under this proposal are warranted by their manufacturer. In addition, Rochester Colonial warrants that the completed work shall be free from defects caused by faulty workmanship of its employees for a period of one year from that date of substantial completion. **Rochester Colonial makes no other warranty, express or implied, including warranties of merchantability or fitness for a particular purpose.** Rochester Colonial will not be liable for any indirect, incidental or consequential damages, including but not limited to lost profits, loss of income, or inconvenience. Regardless of the nature of any claim, including but not limited to warranty or breach of contract claims, Rochester Colonial's maximum liability (inclusive of interest and all other costs) under any circumstance shall be the contract price. Rochester Colonial's warranty is suspended during any period of non-payment, and is not extended if payment is later made. The warranty is void if any of the work is serviced or modified by anyone other than Rochester Colonial. Condensation is the natural result of excess moisture, does not indicate a faulty product, and is not covered under this warranty. Problems or defects caused by abuse, misuse, and improper maintenance are not covered under warranty.
3. Time of performance: Dates for delivery and/or commencement or completion of work are estimates only. These dates may change materially due to delays in shipment from vendors, material or labor shortages, weather conditions, and other circumstances beyond the control of Rochester Colonial. These dates are not of the essence. If performance is unreasonably delayed through no fault of Rochester Colonial, the contract price may be adjusted to reflect increases in cost of labor and materials.
4. Asbestos, lead and other hazardous substances: This proposal excludes any work to remove or otherwise abate, handle or treat asbestos, lead or any other substances that are deemed by any governmental authority to be hazardous, and it is your responsibility to test for such substances. Should such substances be discovered at any time before or during the performance of the work, you shall take appropriate measures to remove, abate, handle or treat such substances at your expense in accordance with federal, state or local laws and regulations prior to continued performance by Rochester Colonial. You will defend, indemnify and hold Rochester Colonial harmless from any and all claims arising out of the presence of asbestos, lead or any other substances that are deemed by any governmental agency to be hazardous.
5. Collections: If Rochester Colonial must resort to legal action, including the filing of a mechanic's lien, in order to collect a balance due, you will be responsible for paying reasonable attorneys fees, filing fees and other costs incurred by Rochester Colonial.
6. You will permit Rochester Colonial to commence the work within a reasonable time of being notified that work is ready to proceed. You will cooperate with Rochester Colonial to ensure the orderly performance and completion of the work and you will coordinate and organize work performed by others so as to not interfere with the work of Rochester Colonial. This proposal contemplates that Rochester Colonial will be able to perform its work in an uninterrupted manner,. Should Rochester Colonial have to suspend the work for any reason outside of its control, you will pay any reasonable re-mobilization charges incurred to resume the work.
7. Entire agreement/Modification: This proposal contains the entire agreement between the parties. You agree that no representations, promises or warranties have been made other than as contained in this proposal. Once accepted, this proposal may only be modified by a written change order signed by both parties.