



**Marubeni
Group**

June 21, 2023

Dear Valued Supplier,

TPH Holdings, LLC was successful in acquiring a number of Auto Plus distribution centers and stores in connection with a filing by IEH Auto Parts Holding LLC or an affiliate thereof of a petition for relief in the United States Bankruptcy Court for the Southern District of Texas. The transaction closed on June 2nd, 2023, as evidenced by the attached Bill of Sale document.

We look forward to continuing a mutually beneficial relationship.

Respectfully,

DocuSigned by:
Michael R Odell
20560AF08CAF48B...

Michael R Odell
President & Chief Executive Officer

EXECUTION VERSION**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Bill of Sale and Assignment and Assumption Agreement (this “Agreement”) is entered into as of June 2, 2023 (the “Effective Date”) by and between TPH Holdings, LLC, a Delaware limited liability company (“Buyer”), and IEH Auto Parts Holding LLC, a Delaware limited liability company (the “Company”), and each of the Company’s Subsidiaries listed on the signature pages hereto (together with the Company, “Sellers” and each, a “Seller”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below, including that Buyer is defined to include Buyer Assignees).

WHEREAS, Buyer and Sellers are parties to that certain Asset Purchase Agreement dated May 25, 2023 (the “Purchase Agreement”), pursuant to which Sellers agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Sellers, all of the right, title and interest of Seller in and to all of the Acquired Assets and, in connection therewith, Buyer has agreed to assume the Assumed Liabilities.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Subject to the terms, conditions and limitations set forth in the Purchase Agreement, Sellers hereby irrevocably sell, convey, transfer, assign and deliver all of Sellers’ right, title and interest in and to the Acquired Assets, free and clear of all Liens (except for the Permitted Liens) and Claims to Buyer (and/or Buyer Assignees as shown on the attached schedules hereto prepared by Buyer), and its successors and assigns, to its and their own use and benefit forever.

2. Subject to the terms, conditions and limitations set forth in the Purchase Agreement, Buyer (and/or the specified Buyer Assignees as shown on the attached schedules hereto prepared by Buyer) hereby accepts the sale, conveyance, transfer, assignment and delivery of the rights, title and interest in and to the Acquired Assets, free and clear of all Liens (except for the Permitted Liens) and Claims.

3. Subject to the terms, conditions and limitations set forth in the Purchase Agreement, Seller hereby assigns the Assumed Liabilities to Buyer (and/or Buyer Assignees as shown on the attached schedules hereto prepared by Buyer), and Buyer (and/or Buyer Assignees as shown on the attached schedules hereto prepared by Buyer) hereby accepts such assignment and assumes and agrees to observe and perform all of the duties, obligations, terms and provisions and covenants of and to pay and discharge, as and when due, all of the Assumed Liabilities; provided that Buyer (and any Buyer Assignees) shall not assume or undertake to assume and shall have no responsibility for the Excluded Liabilities.

4. Nothing herein is intended to limit, expand or supersede in any way the terms set forth in the Purchase Agreement. Wherever the provisions in this Agreement and the Purchase Agreement conflict, the provisions of the Purchase Agreement will control.

5. This Agreement shall be binding upon and enforceable against the parties hereto and their successors and permitted assigns.

6. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It is the express intent of the parties to be bound by the exchange of signatures on this Agreement via telecopy or electronic email through scanned signature pages in the portable document format (“PDF”).

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

SELLERS:

IEH AUTO PARTS HOLDING LLC

DocuSigned by:
By: Mohsin Mo Meghji
DD93FE84D1CD4A2...
Name: Mohsin Meghji
Title: Authorized Person

AP ACQUISITION COMPANY CLARK LLC

DocuSigned by:
By: Mohsin Mo Meghji
DD93FE84D1CD4A2...
Name: Mohsin Meghji
Title: Authorized Person

AP ACQUISITION COMPANY GORDON LLC

DocuSigned by:
By: Mohsin Mo Meghji
DD93FE84D1CD4A2...
Name: Mohsin Meghji
Title: Authorized Person

AP ACQUISITION COMPANY MASSACHUSETTS
LLC

DocuSigned by:
By: Mohsin Mo Meghji
DD93FE84D1CD4A2...
Name: Mohsin Meghji
Title: Authorized Person

AP ACQUISITION COMPANY MISSOURI LLC

DocuSigned by:
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Name: Mohsin Meghji
Title: Authorized Person

AP ACQUISITION COMPANY NEW YORK LLC

DocuSigned by:
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Name: Mohsin Meghji
Title: Authorized Person

AP ACQUISITION COMPANY NORTH CAROLINA LLC

DocuSigned by:
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Name: Mohsin Meghji
Title: Authorized Person

AP ACQUISITION COMPANY WASHINGTON LLC

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By: Mohsin Mo Meghji
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Name: Mohsin Meghji
Title: Authorized Person

AUTO PLUS AUTO SALES LLC

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By: Mohsin Mo Meghji
DD93FE84D1CD4A2...
Name: Mohsin Meghji
Title: Authorized Person

IEH AIM LLC

DocuSigned by:
By: Mohsin Mo Meghji
DD93FE84D1CD4A2...
Name: Mohsin Meghji
Title: Authorized Person

IEH AUTO PARTS LLC

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Name: Mohsin Meghji
Title: Authorized Person

IEH AUTO PARTS PUERTO RICO, INC.

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By: Mohsin Mo Meghji
DD93FE84D1CD4A2...
Name: Mohsin Meghji
Title: Authorized Person

IEH BA LLC

DocuSigned by:
By: Mohsin Mo Meghji
DD93FE84D1CD4A2...
Name: Mohsin Meghji
Title: Authorized Person

IEH AUTO PARTS PUERTO RICO, INC.

By: _____
Name:
Title:

IEH BA LLC

By: _____
Name:
Title:

**BUYER (ON BEHALF OF ITSELF AND THE BUYER
ASSIGNEES SHOWN ON THE SPECIFIED SCHEDULES:**

TPH HOLDINGS, LLC


By:  _____
Name: Michael R Odell
Title: Chief Executive Officer

EXHIBIT A**Acquired Asset Schedule**

<u>#</u>	<u>ID</u>	<u>Profit Center Name</u>	<u>State</u>
1.	10094	S W Pike St Lawrenceville	GA
2.	10591	S AUTO PLUS-WILLIAMSON	VA
3.	10580	S AUTO PLUS LEIGH ST	VA
4.	10087	Chattanooga	TN
5.	10101	S First Flag Dr Austell	GA
6.	18049	W 1223 First Flag Dr Austell	GA

<u>#</u>	<u>ID</u>	<u>Profit Center Name</u>	<u>State</u>
7.	10596	S AUTO PLUS-FLORENCE	SC
8.	10086	S Decatur Pike Athens	TN
9.	10579	S AUTO PLUS-CHRISTIANBURG	VA
10.	10583	S AUTO PLUS-NORFOLK	VA
11.	10107	Auto Plus Winder	GA
12.	10599	S AUTO PLUS-BREVARD	NC
13.	10084	S S. Creek Rd. Chattanooga	TN
14.	10089	S Jones Mill Court Norcross	GA
15.	10083	AUTO PLUS - CALHOUN	GA

<u>#</u>	<u>ID</u>	<u>Profit Center Name</u>	<u>State</u>
16.	10090	S Scenic Hwy Snellville	GA
17.	10597	S AUTO PLUS-CONWAY	SC
18.	10088	360 Central Ave NE Cleveland	TN
19.	10594	S West 28th Street Charlotte	NC
20.	18037	W West 28th Street Charlotte	NC
21.	10106	AutoPlus Conyers 10106	GA
22.	10708	Auto Plus Greenwood 10708	IN
23.	10667	S Murdock Blvd Orlando	FL
24.	10669	S Old Hopewell Road Tampa	FL

#	<u>ID</u>	<u>Profit Center Name</u>	<u>State</u>
25.	10670	S 66 th St N St Petersburg	FL
26.	18068	W Old Hopewell Road Tampa	FL