

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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FILER

**MOTORCAR PARTS AMERICA INC**

CIK:[918251](#) | IRS No.: **112153962** | State of Incorporation: **NY** | Fiscal Year End: **0331**  
Type: **8-K** | Act: **34** | File No.: [001-33861](#) | Film No.: **13535366**  
SIC: **3690** Miscellaneous electrical machinery, equipment & supplies

Mailing Address

2929 CALIFORNIA STREET  
TORRANCE CA 90503

Business Address

2929 CALIFORNIA STREET  
TORRANCE CA 90503  
3109724015

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported): January 16, 2013**

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**Motorcar Parts of America, Inc.**

**(Exact Name of Registrant as Specified in Its Charter)**

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**New York**  
**(State or Other Jurisdiction of  
Incorporation or Organization)**

**001-33861**  
**(Commission File Number)**

**11-2153962**  
**(I.R.S. Employer Identification Number)**

**2929 California Street, Torrance CA**  
**(Address of Principal Executive Offices)**

**90503**  
**(Zip Code)**

**(310) 212-7910**  
**(Registrant's telephone number including area code)**

**N/A**  
**(Former Name or Former Address, if Changed Since Last Report)**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## Item 1.01 Entry into a Material Definitive Agreement

On January 16, 2013, Motorcar Parts of America, Inc. (the “Company”) entered into an Option Purchase Agreement (the “Agreement”) with Selwyn Joffe, Chairman, President and Chief Executive Officer of the Company (the “Holder”), pursuant to which, among other things, the Company would purchase the Holder’s options to purchase 100,000 shares and 1,500 shares of the Company’s common stock granted on March 3, 2003 and April 30, 2003, respectively, under the Motorcar Parts of America, Inc. 1994 Stock Option Plan at a purchase price of \$454,675 (the difference per share of common stock between \$6.87, the average closing price of the Company’s common stock for the five consecutive trading days preceding, and including, January 14, 2013, and the exercise price of the respective stock option, discounted 5 percent and multiplied by the total number of shares under Mr. Joffe’s stock options). A copy of the Agreement is being filed as an exhibit to this Form 8-K.

On January 16, 2013, in connection with the transaction described above, the Company amended its existing Financing Agreement (as amended to date, the “Financing Agreement”) by entering into the Fifth Amendment to Financing Agreement (the “Cerberus Fifth Amendment”) with the lenders party thereto, Cerberus Business Finance, LLC, (“Cerberus”) as collateral agent, and PNC Bank, National Association, as administrative agent. The Cerberus Fifth Amendment permits the Company to purchase the Holder’s stock options pursuant to the Agreement. A copy of the Cerberus Fifth Amendment is being filed as an exhibit to this Form 8-K.

## Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

To the extent applicable, the information set forth above under Item 1.01 is hereby incorporated by reference into this Item 2.03.

## Item 9.01 Financial Statements and Exhibits

d) Exhibits.

<b>Exhibit No</b>	<b>Description</b>
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<b>Exhibit No</b>	<b>Description</b>
<a href="#">10.1</a>	Option Purchase Agreement, dated as of January 16, 2013, by and between Motorcar Parts of America, Inc. and Selwyn Joffe.
<a href="#">10.2</a>	Fifth Amendment to Financing Agreement, dated as of January 16, 2013, among Motorcar Parts of America, Inc., each lender from time to time party thereto, Cerberus Business Finance, LLC, as collateral agent, and PNC Bank, National Association, as administrative agent.

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

**Motorcar Parts of America, Inc.**

Date: January 17, 2013

By: /s/ David Lee  
David Lee  
Chief Financial Officer

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MOTORCAR PARTS OF AMERICA, INC.

OPTION PURCHASE AGREEMENT

THIS OPTION PURCHASE AGREEMENT (the "Agreement") is made between Motorcar Parts of America, Inc., a New York corporation (the "Company"), and Selwyn Joffe (the "Holder"), as of January 16, 2013 (the "Effective Date").

RECITALS

A. The Company and the Holder are parties to (i) that certain stock option agreement, dated as of March 3, 2003, pursuant to which the Company granted to the Holder an option to purchase 100,000 shares of the common stock, \$0.01 par value per share, of the Company (the "Common Stock"), with an exercise price of \$2.16 per share (the "March Option"), and (ii) that certain stock option agreement, dated as of April 30, 2003, pursuant to which the Company granted to the Holder an option to purchase 1,500 shares of Common Stock, with an exercise price of \$1.80 per share (the "April Option," and together with the March Option, the "Options").

B. The Company and the Holder agree that the Company shall purchase from the Holder, and the Holder shall sell to the Company, the Options at the Purchase Price and pursuant to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

PURCHASE OF THE OPTIONS

Section 1.1 Purchase of the Options. The Holder sells, conveys, transfers, assigns, and delivers to the Company, and the Company hereby purchases from the Holder, the Options (the "Purchase"). As consideration for the Purchase, the Company agrees to pay to the Holder the Purchase Price (as defined below) promptly following the Effective Date through the Company's payroll system in accordance with its usual practices, subject to the terms and conditions of this Agreement. The Purchase Price shall be subject to withholding by the Company of all amounts which the Company is required to withhold under federal, state and local tax law.

Section 1.2 Representations by the Holder. In connection with the Purchase, the Holder represents and warrants to the Company as follows:

(a) Authorization of Transaction. The Holder has the full, absolute and unrestricted right, power and authority to enter into this Agreement. The performance by the Holder of his obligations and duties hereunder does not and will not violate any agreement to which the Holder is a party or by which the Holder is otherwise bound.

(b) No Action. There are no actions, proceedings or investigations pending or, to the Holder's knowledge, threatened against or involving the Holder, the Options or the 101,500 shares of Common Stock underlying the Options (collectively, the "Shares"), in any case, that question the Purchase or would prevent the consummation thereof.

(c) Access to Information. The Holder is aware of the Company's business affairs and financial condition and has received all information that he considers necessary or appropriate about the Company and the Purchase to reach an informed and knowledgeable decision to enter into the Purchase.

(d) Experience. The Holder hereby represents and warrants that the Holder has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of entering into the Purchase.

(e) Tax Liability. The Holder has reviewed with his own tax advisors the federal, state, local and foreign tax consequences of the Purchase. The Holder has relied solely on such advisors and not on any statements or representations of the Company or any of its agents for the federal, state, local and foreign tax consequences to the Holder that may result from the Purchase. The Holder understands that he (and not the Company) shall be responsible for any tax liability of the Holder that may arise as a result of the Purchase.

(f) Acknowledgement. The Holder acknowledges that he has read and understands this Agreement, is fully aware of its legal effect, and has not relied upon any representations made by the Company (other than those contained herein) in making his decision with respect to the Purchase.

(g) Further Assurances. The Holder covenants to make, execute, acknowledge and deliver all such other instruments, certificates, letters and other writings and amendments to this Agreement, and, in general, to take such further action as the Company, in its sole and absolute discretion, may consider necessary or proper in connection with or to carry out the Purchase.

(h) Release. From and after the Purchase, the Holder, on behalf of himself and his successors and assigns, hereby releases the Company, its officers, directors, stockholders, employees, affiliates, representatives and agents from any and all claims, demands, and causes of action of any kind whatsoever, whether or not now known, suspected or claimed, which the Holder ever had, now has, or claims to have had arising exclusively out of the Purchase. Subject to the limited scope of this release, this release applies and extends to all rights, causes of action, or claims asserted, or which could have been asserted, by the Holder as of the date of this Agreement, irrespective of the theory of recovery that could have been asserted.

Section 1.3 Certain Definitions. As used in this Agreement, the following terms have the following respective meanings:

“Purchase Price” means the an aggregate amount equal to \$454,675, which is equal to the sum of (i) (A) the Average Market Price less (B) \$2.16, the per share exercise price, discounted five (5) percent, with respect to the 100,000 shares subject to the March Option plus (ii) (X) the Average Market Price less (Y) \$1.80, the exercise price, discounted five (5) percent, with respect to the 1,500 shares subject to the April Option.

“Average Market Price” means \$6.87, the average closing price for the Common Stock on the Nasdaq Global Market for the five consecutive trading days preceding, and including, January 14, 2013.

## ARTICLE II

### MISCELLANEOUS

Section 2.1 Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of New York excluding that body of law pertaining to conflicts of law. Should any provision of this Agreement be determined by a court of law to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable.

Section 2.2 Assignment; Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and any such assignment without such prior written consent shall be null and void. This Agreement shall be binding on the parties hereto, and their respective successors and assigns, and may not be amended, modified or supplemented in any manner, except by an instrument in writing signed on behalf of each party hereto.

Section 2.3 Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto and any such prior agreement of the parties hereto in respect of the subject matter contained therein is hereby terminated and canceled.

Section 2.4 Counterparts; Electronic and Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered electronically (including by transmission of .pdf files) and by facsimile and, upon such delivery, such signatures will be deemed to have the same effect as if the original signature had been delivered to the other party.

Section 2.5 Further Assurances. At any time and from time to time after the date of this Agreement, each of the Company and the Holder, at its own cost and expense, in good faith and in a timely manner, shall use its respective commercially reasonable efforts to take or cause to be taken all appropriate actions, do or cause to be done all things necessary, proper or advisable, and execute, deliver and acknowledge such documents and other papers as may be required to carry out the provisions of this Agreement and to give effect to the consummation of the transactions contemplated herein.

*(Signature Page Follows)*

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

**THE HOLDER:**

/s/ Selwyn Joffe  
Selwyn Joffe

**THE COMPANY:**

MOTORCAR PARTS OF AMERICA, INC.

By: /s/ Selwyn Joffe  
Selwyn Joffe  
Chairman, President and Chief Executive Officer

**[Signature Page to Option Purchase Agreement]**

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**FIFTH AMENDMENT TO FINANCING AGREEMENT**

FIFTH AMENDMENT, dated as of January 16, 2013 (this "Fifth Amendment"), to the Financing Agreement, dated as of January 18, 2012 (as amended by First Amendment to Financing Agreement, dated as of March 18, 2012, Second Amendment to Financing Agreement, dated as of May 24, 2012, Third Amendment to Financing Agreement, dated as of August 22, 2012, Fourth Amendment to Financing Agreement, dated as of December 3, 2012, and as further amended, restated, supplemented, modified or otherwise changed from time to time, the "Financing Agreement"), by and among Motorcar Parts of America, Inc., a New York corporation (the "Borrower"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Cerberus Business Finance, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and PNC Bank, National Association ("PNC"), as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

WHEREAS, the Borrower, the Agents and the Lenders wish to amend certain terms and provisions of the Financing Agreement as hereafter set forth.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto hereby agree as follows:

1. Defined Terms. Any capitalized term used herein and not defined shall have the meaning assigned to it in the Financing Agreement.

2. Amendments.

(a) Section 7.02(h) (Restricted Payments). Clause (E) of the proviso of Section 7.02(h) of the Financing Agreement is hereby amended and restated to read as follows:

"(E) so long as no Default or Event of Default shall have occurred and be continuing, and no Event of Default results from the making thereof, repurchases or redemptions of Equity Interests of the Borrower from (1) Mel Marks in one or more transactions in an aggregate amount not to exceed \$300,000 during the period from the Fourth Amendment Effective Date up to and including February 28, 2013, (2) Selwyn Joffe in one or more transactions in an aggregate amount not to exceed \$454,675 pursuant to that certain Option Purchase Agreement, dated as of January 16, 2013, between the Borrower and Selwyn Joffe and (3) the Borrower's employees, directors or officers in one or more transactions (other than transactions described in clause (1) above), in an aggregate amount not to exceed \$100,000 in any calendar year; and"

3. Conditions to Effectiveness. The effectiveness of this Fifth Amendment is subject to the fulfillment, in a manner satisfactory to the Agents, of each of the following conditions precedent (the date such conditions are fulfilled or waived by the Agents is hereinafter referred to as the "Fifth Amendment Effective Date"):

(a) Representations and Warranties; No Event of Default. The following statements shall be true and correct: (i) the representations and warranties contained in this Fifth Amendment, ARTICLE VI of the Financing Agreement and in each other Loan Document, certificate or other writing delivered to any Agent or any Lender pursuant hereto or thereto on or prior to the Fifth Amendment Effective Date are true and correct on and as of the Fifth Amendment Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date) and (ii) no Default or Event of Default shall have occurred and be continuing on the Fifth Amendment Effective Date or would result from this Fifth Amendment becoming effective in accordance with its terms.

(b) Execution of Amendment. The Agents and the Lenders shall have executed this Fifth Amendment and shall have received a counterpart to this Fifth Amendment, duly executed by each Loan Party.

(c) Payment of Fees, Etc. The Borrower shall have paid on or before the Fifth Amendment Effective Date all fees and invoiced costs and expenses then payable by the Borrower pursuant to the Loan Documents, including, without limitation, Sections 2.06 and 12.04 of the Financing Agreement.

(d) Delivery of Documents. The Collateral Agent shall have received on or before the Fifth Amendment Effective Date the following, each in form and substance reasonably satisfactory to the Collateral Agent and, unless indicated otherwise, dated the Fifth Amendment Effective Date:

(i) a copy of the resolutions of each Loan Party, certified as of the Fifth Amendment Effective Date by an Authorized Officer thereof, authorizing the execution, delivery and performance by such Loan Party of this Fifth Amendment, the performance of the Loan Documents as amended thereby, and the execution and delivery of the other documents to be delivered by such Loan Party in connection herewith and therewith;

(ii) a certificate of an Authorized Officer of each Loan Party, certifying as to the matters set forth in subsection (a) of this Section 3; and

(iii) such other agreements, instruments, approvals, opinions and other documents, each satisfactory to the Agents in form and substance, as any Agent may reasonably request.

4. Representations and Warranties. Each Loan Party represents and warrants as follows:

(a) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or limited partnership duly organized, validly existing and in good standing under the laws of the state or jurisdiction of its organization, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated, and to execute and deliver this Fifth Amendment, and to consummate the transactions contemplated hereby and by the Financing Agreement, as amended hereby, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except (solely for the purposes of this subclause (iii)) where the failure to be so qualified or in good standing could not reasonably be expected to result in a Material Adverse Effect.

(b) Authorization, Etc. The execution, delivery and performance by each Loan Party of this Fifth Amendment, and the performance of the Financing Agreement, as amended hereby, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene any of its Governing Documents or any applicable Requirement of Law in any material respect or any material Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties.

(c) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance of this Fifth Amendment by the Loan Parties, and the performance of the Financing Agreement, as amended hereby.

(d) Enforceability of the Fifth Amendment. This Fifth Amendment and the Financing Agreement, as amended hereby, when delivered hereunder, will be a legal, valid and binding obligation of each Loan Party, enforceable against such Loan Party in accordance with the terms thereof, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally.

(e) Representations and Warranties; No Event of Default. The following statements shall be true and correct: (i) the representations and warranties contained in this Fifth Amendment, ARTICLE VI of the Financing Agreement and in each other Loan Document, certificate or other writing delivered to any Agent or any Lender pursuant hereto or thereto on or prior to the Fifth Amendment Effective Date are true and correct on and as of the Fifth Amendment Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date) and (ii) no Default or Event of Default has occurred and is continuing on the Fifth Amendment Effective Date or would result from this Fifth Amendment becoming effective in accordance with its terms.

5. Release. Each Loan Party hereby acknowledges and agrees that: (a) neither it nor any of its Affiliates has any claim or cause of action against any Agent or any Lender (or any of their respective Affiliates, officers, directors, employees, attorneys, consultants or agents) and (b) each Agent and each Lender has heretofore properly performed and satisfied in a timely manner all of its obligations to the Loan Parties and their Affiliates under the Financing Agreement and the other Loan Documents that are required to have been performed on or prior to the date hereof. Notwithstanding the foregoing, the Agents and the Lenders wish (and the Loan Parties agree) to eliminate any possibility that any past conditions, acts, omissions, events or circumstances would impair or otherwise adversely affect any of the Agents' and the Lenders' rights, interests, security and/or remedies under the Financing Agreement and the other Loan Documents. Accordingly, for and in consideration of the agreements contained in this Fifth Amendment and other good and valuable consideration, each Loan Party (for itself and its Affiliates and the successors, assigns, heirs and representatives of each of the foregoing) (collectively, the "Releasers") does hereby fully, finally, unconditionally and irrevocably release and forever discharge each Agent, each Lender and each of their respective Affiliates, officers, directors, employees, attorneys, consultants and agents (collectively, the "Released Parties") from any and all debts, claims, obligations, damages, costs, attorneys' fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releaser has heretofore had or now or hereafter can, shall or may have against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done on or prior to the Fifth Amendment Effective Date directly arising out of, connected with or related to this Fifth Amendment, the Financing Agreement or any other Loan Document, or any act, event or transaction related or attendant thereto, or the agreements of any Agent or any Lender contained therein, or the possession, use, operation or control of any of the assets of any Loan Party, or the making of any Loans or other advances, or the management of such Loans or advances or the Collateral.

6. Reaffirmation. The Borrower hereby confirms its grant of a security interest and other obligations under and subject to the terms of the Security Agreement, and agrees that, notwithstanding the effectiveness of this Fifth Amendment or any of the transactions contemplated hereby, such grant of security interest and other obligations are not impaired or adversely affected in any manner whatsoever and shall continue to be in full force and effect and shall continue to secure all the Secured Obligations (as defined in the Security Agreement), as amended, increased and/or extended pursuant to this Fifth Amendment.

7. Miscellaneous.

(a) Continued Effectiveness of the Financing Agreement and the Other Loan Documents. Except as otherwise expressly provided herein, the Financing Agreement and the other Loan Documents are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects, except that on and after the Fifth Amendment Effective Date (i) all references in the Financing Agreement to "this Agreement", "hereto", "hereof", "hereunder" or words of like import referring to the Financing Agreement shall mean the Financing Agreement as amended by this Fifth Amendment, and (ii) all references in the other Loan Documents to the "Financing Agreement", "thereto", "thereof", "thereunder" or words of like import referring to the Financing Agreement shall mean the Financing Agreement as amended by this Fifth Amendment. To the extent that the Financing Agreement or any other Loan Document purports to pledge to the Collateral Agent, or to grant to the Collateral Agent, a security interest or lien, such pledge or grant is hereby ratified and confirmed in all respects. Except as expressly provided herein, the execution, delivery and effectiveness of this Fifth Amendment shall not operate as an amendment of any right, power or remedy of the Agents and the Lenders under the Financing Agreement or any other Loan Document, nor constitute an amendment of any provision of the Financing Agreement or any other Loan Document.

(b) Counterparts. This Fifth Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Fifth Amendment by telefacsimile or electronic mail shall be equally as effective as delivery of an original executed counterpart of this Fifth Amendment.

(c) Headings. Section headings herein are included for convenience of reference only and shall not constitute a part of this Fifth Amendment for any other purpose.

(d) Costs and Expenses. The Borrower agrees to pay on demand all fees, costs and expenses of the Agents and the Lenders in connection with the preparation, execution and delivery of this Fifth Amendment.

(e) Fifth Amendment as Loan Document. Each Loan Party hereby acknowledges and agrees that this Fifth Amendment constitutes a "Loan Document" under the Financing Agreement. Accordingly, it shall be an Event of Default under the Financing Agreement if (i) any representation or warranty made by any Loan Party under or in connection with this Fifth Amendment, which representation or warranty is (A) subject to a materiality or a Material Adverse Effect qualification, shall have been incorrect in any respect when made or deemed made, or (B) not subject to a materiality or a Material Adverse Effect qualification, shall have been incorrect in any material respect when made or deemed made or (ii) any Loan Party shall fail to perform or observe any term, covenant or agreement contained in this Fifth Amendment.

(f) Severability. Any provision of this Fifth Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(g) Governing Law. This Fifth Amendment shall be governed by the laws of the State of New York.

(h) Waiver of Jury Trial. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS FIFTH AMENDMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Fifth Amendment to be executed and delivered by their respective duly authorized officers as of the date first written above.

BORROWER:

MOTORCAR PARTS OF AMERICA, INC.

By: /s/ David Lee  
David Lee  
Chief Financial Officer

FIFTH AMENDMENT

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COLLATERAL AGENT:

CERBERUS BUSINESS FINANCE, LLC

By: /s/ Daniel Wolf  
Daniel Wolf  
President

FIFTH AMENDMENT

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ADMINISTRATIVE AGENT AND LENDER:

PNC BANK, NATIONAL ASSOCIATION

By: /s/ Fred Kiehne  
Fred Kiehne  
Senior Vice President

FIFTH AMENDMENT

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LENDER:

ABLECO FINANCE LLC

By: /s/ Daniel Wolf  
Daniel Wolf  
President

FIFTH AMENDMENT

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LENDER:

A5 FUNDING L.P.

By: A5 Fund Management LLC  
Its: General Partner

By: /s/ Daniel Wolf  
Daniel Wolf  
Vice President

FIFTH AMENDMENT

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LENDER:

CERBERUS OFFSHORE LEVERED I L.P.

By: COL I GP Inc.  
Its: General Partner

By: /s/ Daniel Wolf  
Daniel Wolf  
Vice President

FIFTH AMENDMENT

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LENDER:

CERBERUS N-1 FUNDING LLC

By: /s/ Daniel Wolf  
Daniel Wolf  
Vice President

FIFTH AMENDMENT

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LENDER:

CERBERUS LEVERED LOAN OPPORTUNITIES  
FUND I, L.P.

By: Cerberus Levered Opportunities GP, LLC  
Its: General Partner

By: /s/ Daniel Wolf  
Daniel Wolf  
Managing Director

FIFTH AMENDMENT

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LENDER:

CERBERUS ONSHORE LEVERED II LLC

By: /s/ Daniel Wolf  
Daniel Wolf  
Vice President

FIFTH AMENDMENT

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LENDER:

CERBERUS OFFSHORE LEVERED II LP

By: COL II GP Inc.  
Its: General Partner

By: /s/ Daniel Wolf  
Daniel Wolf  
Vice President

FIFTH AMENDMENT

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LENDER:

CERBERUS AUS LEVERED LP

By: CAL I GP LLC  
Its: General Partner

By: /s/ Daniel Wolf  
Daniel Wolf  
Vice President

FIFTH AMENDMENT

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LENDER:

CERBERUS ASRS FUNDING LLC

By: /s/ Daniel Wolf  
Daniel Wolf  
Vice President

FIFTH AMENDMENT

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