

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

Form 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended March 31, 2023

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

Commission File No. 001-33861

MOTORCAR PARTS OF AMERICA, INC.

(Exact name of registrant as specified in its charter)

New York

(State or other jurisdiction of incorporation or organization)

11-2153962

(I.R.S. Employer Identification No.)

2929 California Street, Torrance, California

(Address of principal executive offices)

90503

Zip Code

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	MPAA	The Nasdaq Global Select Market

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Non-accelerated filer

Accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

As of September 30, 2022, which was the last business day of the registrant's most recently completed fiscal second quarter, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was approximately \$285,989,000 based on the closing sale price as reported on the NASDAQ Global Select Market.

There were 19,494,615 shares of common stock outstanding as of June 6, 2023.

DOCUMENTS INCORPORATED BY REFERENCE:

In accordance with General Instruction G (3) of Form 10-K, the information required by Part III hereof will either be incorporated into this Form 10-K by reference to the registrant's Definitive Proxy Statement for the registrant's next Annual Meeting of Stockholders filed within 120 days of March 31, 2023 or will be included in an amendment to this Form 10-K filed within 120 days of March 31, 2023.

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MOTORCAR PARTS OF AMERICA, INC.

GLOSSARY

The following terms are frequently used in the text of this report and have the meanings indicated below.

“Used Core” — An automobile part which has previously been used in the operation of a vehicle. Generally, the Used Core is an original equipment (“OE”) automobile part installed by the vehicle manufacturer and subsequently removed for replacement. Used Cores contain salvageable parts, which are an important raw material in the remanufacturing process. We obtain most Used Cores by providing credits to our customers for Used Cores returned to us under our core exchange programs. Our customers receive these Used Cores from consumers who deliver a Used Core to obtain credit from our customers upon the purchase of a newly remanufactured automobile part. When sufficient Used Cores are not available from our customers, we purchase Used Cores from core brokers, who are in the business of buying and selling Used Cores. The Used Cores purchased from core brokers or returned to us by our customers under the core exchange programs, and which have been physically received by us, are part of our raw material and work-in-process inventory. Used Cores returned by consumers to our customers but not yet returned to us are classified as contract assets until we physically receive these Used Cores.

“Remanufactured Core” — The Used Core underlying an automobile part that has gone through the remanufacturing process and through that process has become part of a newly remanufactured automobile part. The remanufacturing process takes a Used Core, breaks it down into its component parts, replaces those components that cannot be reused and reassembles the salvageable components of the Used Core and additional new components into a remanufactured automobile part. Remanufactured Cores held for sale at our customer locations are included in long-term contract assets. The Remanufactured Core portion of stock adjustment returns are classified as contract assets until we physically receive them.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Unless the context otherwise requires, all references in this Annual Report on Form 10-K to “the Company,” “we,” “us,” “MPA,” and “our” refer to Motorcar Parts of America, Inc. and its subsidiaries.

This Form 10-K may contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 with respect to our future performance that involve risks and uncertainties. All statements other than statements of historical fact are forward-looking statements, including, but not limited to, statements about our strategic initiatives, operational plans and objectives, expectations for economic conditions and recovery and future business and financial performance, as well as statements regarding underlying assumptions related thereto. They include, among others, factors related to the timing and implementation of strategic initiatives, the highly competitive nature of our industry, demand for our products and services, complexities in our inventory and supply chain, challenges with transforming and growing our business and factors related to the current global COVID-19 pandemic. Except as required by law, we undertake no obligation to revise or update publicly any forward-looking statements for any reason. Therefore, you should not place undue reliance on those statements. Please refer to “[Item 1A. Risk Factors](#)” included in this report and other filings made by us with the Securities and Exchange Commission (“SEC”) for a description of these and other risks and uncertainties that could cause actual results to differ materially from those projected or implied by the forward-looking statements.

PART I

Item 1. Business

General

We are a leading supplier of automotive aftermarket non-discretionary replacement parts and test solutions and diagnostic equipment -- building upon industry leading technology to be *“The Global Leader for Parts and Solutions that Move Our World Today and Tomorrow”*. We operate in the \$130 billion non-discretionary automotive aftermarket for replacement hard parts in North America. Our hard parts products include light-duty rotating electrical products, wheel hub products, brake-related products, and turbochargers. In addition, we sell test solutions and diagnostic equipment, which were added with our acquisitions of D&V Electronics Ltd. in July 2017 and Mechanical Power Conversion, LLC in December 2018 and heavy-duty rotating electrical products, which were added with our January 2019 acquisition of Dixie Electric, Ltd.

The automotive aftermarket is divided into two markets. The first is the do-it-yourself (“DIY”) market, which is generally serviced by the large retail chain outlets and on-line resellers. Consumers who purchase parts from the DIY market generally install parts into their vehicles themselves. In most cases, this is a less expensive alternative than having the repair performed by a professional installer. The second is the professional installer market, commonly known as the do-it-for-me (“DIFM”) market. Traditional warehouse distributors, dealer networks, and commercial divisions of retail chains service this market. Generally, the consumer in this market is a professional parts installer. Our products are distributed to both the DIY and DIFM markets. The distinction between these two markets has become less defined over the years, as retail outlets leverage their distribution strength and store locations to attract customers.

Demand for replacement parts generally increases with the age of vehicles and miles driven, which provides favorable opportunities for sales of our products. The current population of light-duty vehicles in the U.S. is approximately 285 million, and the average age of these vehicles is approximately 12 years and is expected to continue to grow, in particular during recession years. Although miles driven can fluctuate for various reasons, including fuel prices, they have been generally increasing for several years.

In addition, we operate in the \$11 billion-plus rapidly emerging global market for automotive test solutions and diagnostic equipment and see the opportunity for accelerating growth rates for today and the future as electrification becomes increasingly important around the world. We also operate in the \$700 million market for medium and heavy-duty automotive aftermarket replacement parts for truck, industrial, marine, and agricultural applications.

Growth Strategies and Key Initiatives

With a scalable infrastructure and abundant growth opportunities, we are focused on growing our aftermarket business in the North American marketplace and growing our leadership position in the test solutions and diagnostic equipment market by providing innovative and intuitive solutions to our customers.

To accomplish our strategic vision, we are focused on the following key initiatives:

Hard Parts

- *Grow our current product lines both with existing and potential new customers.* We continue to develop and offer current and new sales programs to ensure that we are supporting our customers’ businesses. We remain dedicated to managing growth and continuing to focus on enhancements to our infrastructure and making investments in resources to support our customers. We have globally positioned manufacturing and distribution centers to support our continuous growth.
- *Introduction of new product lines.* We continue to strive to expand our business by exploring new product lines, including working with our customers to identify potential new product opportunities.
- *Creating value for our customers.* A core part of our strategy is ensuring that we add meaningful value for our customers. We consistently support and pilot our customers’ supply management initiatives in addition to providing demand analytics, inventory management services, online training guides, and market share and retail store layout information to our customers.

- *Technological innovation.* We continue to expand our research and development teams as we further develop in-house technologies and advanced testing methods. This elevated level of technology aims to deliver our customers high quality products and support services.

Test Solutions and Diagnostic Equipment

- *We provide industry-leading test solutions and diagnostic equipment to both original equipment manufacturers and the aftermarket.* We are continuously upgrading our equipment to accommodate testing for the latest alternator and starter technology for both existing and new customers. These software and hardware upgrades are also available for existing products that the customer is using. In addition, we provide industry leading maintenance and service support for our test solutions and diagnostic equipment to provide a better end-user experience and value to our customers.
- *Market and grow our new product lines on a global basis.* We offer products and services that cater to automotive test solutions and diagnostic equipment for inverter and electric motors for both development and production. In addition, we provide power supply hardware and emulation software diagnostic products. Our strategy is to market these products on a global basis to original equipment manufacturers as well as suppliers to the original equipment manufacturers for development and production of electric vehicles and electric vehicle charging systems. We believe this is a rapidly emerging business, and see the opportunity for accelerating growth rates. In addition, we are well-positioned to supply test solutions and diagnostic equipment to the aerospace industry to support its shift to electric power driven control systems in airplanes.

Heavy Duty

- *Market and grow our innovative design solutions and commitment to quality.* We continue to develop and improve product performance, ease of installation or coverage simplification to deliver installation-ready products to provide extended service life and reduced downtime for our existing and new customers.

Products

We carry approximately 37,000 stock keeping units (“SKUs”) to support automotive replacement parts and test solutions and diagnostic equipment. Our products are sold under our customers’ widely recognized private label brand names and our own brand names including Quality-Built®, Pure Energy™, D&V Electronics, Dixie Electric, and DelStar®.

Our products include: (i) rotating electrical products such as alternators and starters, (ii) wheel hub assemblies and bearings, (iii) brake-related products, which include brake calipers, brake boosters, brake rotors, brake pads, and brake master cylinders, (iv) turbochargers, (v) test solutions and diagnostic equipment products, and (vi) heavy-duty products.

Segment Reporting

Our three operating segments are as follows:

- **Hard Parts**, including (i) light duty rotating electric products such as alternators and starters, (ii) wheel hub products, (iii) brake-related products, including brake calipers, brake boosters, brake rotors, brake pads and brake master cylinders, and (iv) turbochargers,
- **Test Solutions and Diagnostic Equipment**, including (i) applications for combustion engine vehicles, including bench top testers for alternators and starters, (ii) test solutions and diagnostic equipment for the pre- and post-production of electric vehicles, (iii) software emulation of power systems applications for the electrification of all forms of transportation (including automobiles, trucks and the emerging electrification of systems within the aerospace industry, such as electric vehicle charging stations), and

- **Heavy Duty**, including non-discretionary automotive aftermarket replacement hard parts for heavy-duty truck, industrial, marine, and agricultural applications.

Prior to the fourth quarter of fiscal 2023, our operating segments met the aggregation criteria and were aggregated. Effective as of the fourth quarter of fiscal 2023, we revised our segment reporting as we determined that our three operating segments no longer met the criteria to be aggregated. Our Hard Parts operating segment meets the criteria of a reportable segment. The Test Solutions and Diagnostic Equipment and Heavy Duty segments are not material, are not separately reportable, and are included within the “all other” category. See Note 19 of the notes to consolidated financial statements for more information.

Sales, Marketing and Distribution

We sell our hard parts products to the largest automotive chains, including Advance (inclusive of Carquest, Autopart International, and Worldpac), AutoZone, Genuine Parts (NAPA), and O’Reilly with an aggregate of approximately 26,000 retail outlets. In addition, these products are sold to warranty replacement programs (“OES”) customers, professional installers, and a diverse group of automotive warehouse distributors. Our heavy-duty products, which have some overlap with the light-duty automotive aftermarket, are also sold via specialty distribution channels through OES, fleet, and auto electric outlets. We also sell test solutions and diagnostic equipment to the automotive chains listed above and via direct and indirect sales channels, technical conferences, and trade shows to some of the world’s leading automotive companies, and to the aerospace/aviation sector. We offer testing services at our technical center located in Detroit, Michigan. During fiscal 2023, we sold approximately 98% of our products in North America, with approximately 2% of our products sold in Asian and European countries.

We publish printed and electronic catalogs with part numbers and applications for our products along with a detailed technical glossary and informational database. In addition, we publish printed and electronic product and service brochures and data sheets for our test solutions and diagnostic equipment and service offerings. We believe that we maintain one of the most extensive catalog and product identification systems available to the market.

We primarily ship our products from our facilities and various third-party warehouse distribution centers in North America, including our 410,000 square foot distribution center in Tijuana, Mexico.

Customers: Customer Concentration. While we continually seek to diversify our customer base, we currently derive, and have historically derived, a substantial portion of our sales from a small number of large customers. Sales to our three largest customers in the aggregate represented 84%, 85%, and 87%, and sales to our largest customer, represented 37%, 38%, and 42% of our net sales during fiscal 2023, 2022 and 2021, respectively. Any meaningful reduction in the level of sales to any of these customers, deterioration of the financial condition of any of these customers or the loss of any of these customers could have a materially adverse impact on our business, results of operations, and financial condition.

Customer Arrangements; Impact on Working Capital. We have various length agreements with our customers. Under these agreements, which in most cases have initial terms of at least four years, we are designated as the exclusive or primary supplier for specified categories of our products. Because of the very competitive nature of the market and the limited number of customers for these products, our customers have sought and obtained price concessions, significant marketing allowances and more favorable delivery and payment terms in consideration for our designation as a customer’s exclusive or primary supplier. These incentives differ from contract to contract and can include: (i) the purchase of Remanufactured Core inventory on customer shelves, (ii) the issuance of a specified amount of credits against receivables in accordance with a schedule set forth in the relevant contract, (iii) support for a particular customer’s research or marketing efforts provided on a scheduled basis, (iv) discounts granted in connection with each individual shipment of product, and (v) store expansion or product development support. These contracts typically require that we meet ongoing performance standards.

While these longer-term agreements strengthen our customer relationships, the increased demand for our products often requires that we increase our inventories and personnel. Customer demands that we purchase and maintain their Remanufactured Core inventory also requires the use of our working capital. The marketing and other allowances we typically grant our customers in connection with our new or expanded customer relationships adversely impact near-term revenues, profitability and associated cash flows from these arrangements. However, we believe the investment we make in these new or expanded customer relationships will improve our overall liquidity and cash flow from operations over time.

Competition

Our business is highly competitive. We compete with several large and medium-sized companies, including BBB Industries and Cardone Industries for hard parts, and AVL and Horiba for test solutions and diagnostic equipment, and a large number of smaller regional and specialty companies. We also compete with other overseas manufacturers, particularly those located in China who are increasing their operations and could become a significant competitive force in the future.

We believe that the reputations for quality, reliability, and customer service that a supplier provides are significant factors in our customers' purchase decisions. We continuously strive to increase our competitive and technical advantages as the industry and technologies rapidly evolve. Our advanced power emulators are protected by U.S. patents that provide us a strong competitive barrier for a large segment of the market and allow us to be lower cost and more efficient.

We believe our ability to educate also helps to distinguish us from many of our competitors. We have created an online library of video courses, aimed at supporting our customers as they seek to train the next generation of technicians. We also offer live and web-based training courses via our education center within our Torrance, California headquarters. We believe our ability to provide quality replacement automotive parts, rapid and reliable delivery capabilities as well as promotional support also distinguishes us from many of our competitors. In addition, favorable pricing, our core exchange programs, and extended payment terms are also very important competitive factors in customers' purchase decisions.

We seek to protect our proprietary processes and other information by relying on trade secret laws and non-disclosure and confidentiality agreements with certain of our employees and other persons who have access to that information.

Operations

Production Process for Non-discretionary Replacement Parts. The majority of our products are remanufactured at our facilities in Mexico, Canada, and to a lesser extent in Malaysia. We continue to maintain production of certain remanufactured units that require specialized service at our Torrance, California facility. We also manufacture and assemble new products at our facilities in Malaysia and India. Our remanufacturing process begins with the receipt of Used Cores from our customers or core brokers. The Used Cores are evaluated for inventory control purposes and then sorted by part number. Each Used Core is completely disassembled into its fundamental components. The components are cleaned in an environmentally sound process that employs customized equipment and cleaning materials in accordance with the required specifications of the particular component. All components known to be subject to major wear and those components determined not to be reusable or repairable are replaced by new components. Non-salvageable components of the Used Core are sold as scrap.

After the cleaning process is complete, the salvageable components of the Used Core are inspected and tested as prescribed by our IATF 16949 and ISO 9001:2015 approved quality programs, which have been implemented throughout the production processes. IATF 16949 and ISO 9001:2015 are internationally recognized, world class, quality programs. Upon passage of all tests, which are monitored by designated quality control personnel, all the component parts are assembled in a work cell into a finished product. Inspection and testing are conducted at multiple stages of the remanufacturing process, and each finished product is inspected and tested on equipment designed to simulate performance under operating conditions. To maximize remanufacturing efficiency, we store component parts ready for assembly in our production facilities.

Our remanufacturing processes combine product families with similar configurations into dedicated factory work cells. This remanufacturing process, known as “lean manufacturing,” eliminated a large number of inventory moves and the need to track inventory movement through the remanufacturing process. This manufacturing enables us to significantly reduce the time it takes to produce a finished product. We continue to explore opportunities for improving efficiencies in our remanufacturing process.

Production Process for Test Solutions and Diagnostic Equipment. Our test solutions and diagnostic equipment are engineered and manufactured in North America at facilities in Toronto, Canada and Binghamton, New York, U.S. Our facility in Canada is certified under ISO 9001:2015 quality management system, which mandates that we foster continuous improvement to our manufacturing processes. Materials for custom systems are purchased in a “just-in-time” environment while materials for standard systems are purchased in economic quantities. All materials and components are inspected and tested when required. Certain components require certificates of compliance or test results from our vendors prior to shipping to us. Our manufacturing process combines skilled labor from certified and licensed technicians with raw materials, manufactured components, purchased components, and purchased capital components to complete our test solutions and diagnostic equipment. All test solutions and diagnostic equipment are inspected and tested per our quality control program, which has been approved by the ISO 9001:2015 quality management system.

Our facility in New York, U.S., manufactures test solutions and diagnostic equipment using purchased electronic and custom components that are primarily assembled at this facility. While some circuit card assemblies are handled by outside subcontractors, most of the assemblies are manufactured in-house along with the fabrication of electronic subassemblies. Quality control and testing is completed on these subassemblies prior to their final installation into the overall equipment rack that includes mechanical, electrical and thermal management operations. Final inspection and acceptance testing are performed to predefined procedures prior to the equipment being packaged in a crate for shipment.

Used Cores. The majority of our Used Cores are obtained from customers through the core exchange programs. To supplement Used Cores received from our customers we purchase Used Cores from core brokers. Although this is not a primary source of Used Cores, it is a critical source for meeting our raw material demands. Remanufacturing consumes, on average, more than one Used Core for each remanufactured unit produced since not all Used Cores are reusable. The yield rates depend upon both the product and customer specifications.

We recycle materials, including metal from the Used Cores and corrugated packaging, in keeping with our focus as a remanufacturer to lessen our footprint on the environment.

Purchased Finished Goods. In addition to our remanufactured goods, we also purchase finished goods from various approved suppliers, including several located in Asia. We perform supplier qualification, product inspection and testing according to our IATF 16949 or ISO 9001:2015 certified quality systems to assure product quality levels. We also perform periodic site audits of our suppliers’ manufacturing facilities.

Environmental, Social and Governance (ESG) and Human Capital

Our Culture. Our Company was founded in 1968 on the values of integrity, common decency and respect for others. Our core values are Excellence, Passion/Productivity, Innovation/Integrity, Community, and Quality (“EPICQ”) and characterize our daily corporate focus. These values are embodied in our Code of Ethics, which has been adopted by our Board of Directors to serve as a statement of principles to guide our decision-making and reinforce our commitment to these values in all aspects of our business. We believe that our commitment to our Company, our employees and the communities within which we operate has led to high employee satisfaction and low employee turnover, and our commitment to our customers, suppliers and business partners has resulted in high customer satisfaction, as evidenced by the customer awards that we routinely win, and decades-long customer relationships.

Environmental. Environmental and sustainable processes have been our hallmark since the Company's establishment. We take our commitment to environmental stewardship seriously. The use of Remanufactured Cores results in a substantial reduction of raw materials and energy consumption. With the potential to significantly reduce material and energy consumption, industry sources believe that remanufacturing is the most efficient and sustainable process for producing aftermarket replacement parts – making our business practices green by nature. See more information on this at investors.motorcarparts.com/esg. Highlights of our eco-friendly remanufacturing processes include:

- sorting the Used Cores returned by customers utilizing an innovative and efficient core-sorting process;
- reconditioning and re-utilizing durable components after passing rigorous testing processes;
- savings of raw materials due to a reduction in the required materials used in the remanufacturing production process, compared with new product processes; and
- recycling of water, cardboard, and metal.

Human Capital. We regard our team members as integral to our strategic growth and success. We recognize that safety, inclusion, and offering exciting opportunities are fundamental to facilitating high retention and satisfaction of high performance team members. Equally important, we provide competitive compensation and excellent benefit programs, and support numerous programs that build connections between our team members and their communities. We believe our team members share our corporate ethics and values, as demonstrated in their daily interactions with customers, co-workers, vendors, and the public at large.

As of March 31, 2023, we employed approximately 5,600 people, with 400 people in the United States, 4,800 people in Mexico, 200 people Canada, and 200 people in Malaysia and China. Approximately 5,200 people are production employees. We have non-union and unionized facilities. Approximately 4,700 production employees are covered by a local union. We believe we have a strong relationship with the union that represents our employees.

Our facilities are located in labor markets with readily available access to skilled and unskilled workers. Our relationship and communication with our unionized and non-represented workforce is good.

Inclusion and Diversity. Our board is ethnically diverse and comprised of 9 independent directors, including three women. We believe an inclusive workforce is critical to our success, with an ongoing focus on the hiring, retention, and advancement of women and other underrepresented ethnic groups. We employ 38% women and 62% men globally. In the United States, 76% of our workforce are considered ethnic minorities.

Health, Safety and Wellness. The success of our business is connected to the safety and well-being of our team members and their families. We provide our employees and their families with flexible and convenient health and wellness programs – including protection and security to lessen concerns about missing work and the potential financial impact. Our programs are intended to support the physical and mental well-being with the tools and resources for employees to improve or maintain their health, and we encourage engagement in healthy behaviors for team members and their families.

Compensation and benefits. We provide competitive compensation and benefit programs that meet the needs of our employees, and are tailored to their local markets. In addition to wages and salaries, these programs may include annual cash bonuses, stock awards, a 401(k) Plan, healthcare, and insurance, and implemented methodologies to manage performance, provide feedback and develop talent.

Social Responsibility. We are firmly committed to social responsibility. While safety, respect, and inclusion have always been fundamental to our company, these qualities are more important than ever. Our socially responsible initiatives include subsidized food programs for certain employees, donations to community organizations, sponsorship of sport teams and weekend family events. In addition, we launched an Agri-farm organic food and community program in Mexico to enhance our social responsibility practices on a global basis.

Information Security and Risk Oversight

We have an information security risk program committed to regular risk management practices surrounding the protection of confidential data. This program includes various technical controls, including security monitoring, data leakage protection, network segmentation and access controls around the computer resources that house confidential or sensitive data. We have also implemented employee awareness training programs around phishing, malware, and other cyber risks. We continually evaluate the security environment surrounding the handling and control of our critical data and have instituted additional measures to help protect us from system intrusion or data breaches.

Our Board of Directors appointed the Audit Committee with direct oversight of our: (i) information security policies, including periodic assessment of risk of information security breach, training program, significant threat changes and vulnerabilities and monitoring metrics and (ii) effectiveness of information security policy implementation. Our Audit Committee is comprised entirely of independent directors, one of whom has significant work experience related to information security issues or oversight. Management will report information security instances to the Audit Committee as they occur, if material, and will provide a summary multiple times per year to the Audit Committee.

Governmental Regulation

Our operations are subject to various regulations governing, among other things, emissions to air, discharge to waters, and the generation, handling, storage, transportation, treatment and disposal of waste and other materials. We believe that our businesses, operations and facilities have been and are being operated in compliance in all material respects with applicable environmental and health and safety laws and regulations, many of which provide for substantial fines and criminal sanctions for violations. Potentially significant expenditures, however, could be required in order to comply with evolving environmental and health and safety laws, regulations or requirements that may be adopted or imposed in the future.

Access to Public Information

We file annual, quarterly and current reports, proxy statements and other information with the SEC. Our SEC filings are available free of charge to the public over the Internet at the SEC's website at www.sec.gov. In addition, our SEC filings and Code of Ethics are available free of charge on our website www.motorcarparts.com. The information contained on the websites referenced in this Form 10-K is not incorporated by reference into this filing. Further, our references to website URLs are intended to be inactive textual references only.

Item 1A. Risk Factors

While we believe the risk factors described below are all the material risks currently facing our business, additional risks we are not presently aware of or that we currently believe are immaterial may also impair our business operations. Our financial condition or results of operations could be materially and adversely impacted by these risks, and the trading price of our common stock could be adversely impacted by any of these risks. In assessing these risks, you should also refer to the other information included in or incorporated by reference into this Form 10-K, including our consolidated financial statements and related notes thereto appearing elsewhere or incorporated by reference in this Form 10-K.

Risks Related to Economic, Political and Health Conditions

Developments in global and local conditions, such as slowing growth, inflation, the Russia/Ukraine conflict and the COVID-19 pandemic, have a material impact on our results of operations and financial condition, and the continuation of or worsening of such conditions could have a similar or worse impact.

Several conditions have led to adverse impacts on the U.S. and global economies and created uncertainty regarding the potential effects on our employees, supply chain, operations, and customer demand. These conditions impact our operations and the operations of our customers, suppliers, and vendors because of quarantines, facility closures, travel, logistics restrictions and supply chain issues. The extent to which these conditions impact us will depend on numerous factors and future developments, which are highly uncertain and cannot be predicted, including, but not limited to: (i) general economic and growth conditions, (ii) the impact of inflation on our expenses, (iii) the effects of the Russia/Ukraine conflict on international trade, customers, suppliers, and vendors, (iv) public health crises, such as the COVID-19 pandemic, and (v) the extent to which we return to “normal” economic and operating conditions or the economy stabilizes to a “new normal.” Even if some of these conditions subside, we may continue to experience adverse impacts to our business because of an economic recession or depression that has occurred or may occur in the future, as well as the lingering effects on logistics, supply chain and the social norms of society. We could experience adverse impacts from these conditions in a number of ways, including, but not limited to, the following which have occurred to some extent during this fiscal year:

- supply chain delays or stoppages due to shipping delays (cargo ship, train and truck shortages as well as staffing shortages) resulting in increased freight costs, closed supplier facilities or distribution centers, reduced workforces, scarcity of raw materials and scrutiny or embargoing of goods produced in infected areas;
- change in demand for or availability of our products as a result of our customers modifying their restocking, fulfillment, or shipping practices;
- increased raw material, and other input costs resulting from market volatility;
- increased working capital needs and/or an increase in trade accounts receivable write-offs as a result of increased financial pressures on our suppliers or customers; and
- fluctuations in foreign currency exchange rates or interest rates resulting from market uncertainties.

At this time, we are unable to predict accurately the impact these conditions will have on our business and financial condition in the future.

Unfavorable economic conditions may adversely affect our business.

Adverse changes in economic conditions, including inflation, recession, increased fuel prices, tariffs, and unemployment levels, availability of consumer credit, taxation or instability in the financial markets or credit markets may either lower demand for our products or increase our operational costs, or both. In addition, elections and other changes in the political landscape could have similar effects. Such conditions may also materially impact our customers, suppliers and other parties with whom we do business. Our revenue will be adversely affected if demand for our products declines. The impact of unfavorable economic conditions may also impair the ability of our customers to pay for products they have purchased. As a result, reserves for doubtful accounts and write-offs of accounts receivables may increase and failure to collect a significant portion of amounts due on those receivables could have a material adverse effect upon our business, results of operations, and financial condition. In addition, we also get pressure from our suppliers to pay them faster and our customers to pay us slower, which impacts our cash flows.

Risks Related to Our Business and Industry.

We rely on a few large customers for a majority of our business, and the loss of any of these customers, significant changes in the prices, marketing allowances or other important terms provided to any of these customers or adverse developments with respect to the financial condition of these customers could reduce our net income and operating results.

Our net sales are concentrated among a small number of large customers. Sales to our three largest customers in the aggregate represented 84%, and sales to our largest customer represented 37% of our net sales during fiscal 2023. We are under ongoing pressure from our major customers to offer lower prices, extended payment terms, increased marketing and other allowances and other terms more favorable to these customers because our sales to these customers are concentrated, and the market in which we operate is very competitive. Customer demands have put continued pressure on our operating margins and profitability, resulted in periodic contract renegotiation to provide more favorable prices and terms to these customers and significantly increased our working capital needs. The loss of or a significant decline in sales to any of these customers could adversely affect our business, results of operations, and financial condition. In addition, customer concentration leaves us vulnerable to any adverse change in the financial condition of these customers.

We regularly review our accounts receivable and allowance for credit losses by considering factors such as historical experience, credit quality and age of the accounts receivable, and the current economic conditions that may affect a customer's ability to pay such amounts owed to us. The majority of our sales are to leading automotive aftermarket parts suppliers. We participate in trade accounts receivable discount programs with our major customers. If the creditworthiness of any of our customers was downgraded, we could be adversely affected, in that we may be subjected to higher interest rates on the use of these discount programs or we could be forced to wait longer for payment. Should our customers experience significant cash flow problems, our financial position and results of operations could be materially and adversely affected, and the maximum amount of loss that would be incurred would be the outstanding receivable balance, Used Cores expected to be returned by customers, and the value of the Remanufactured Cores held at customers' locations. We maintain an allowance for credit losses that, in our opinion, provides for an adequate reserve to cover losses that may be incurred. However we cannot assure you that our losses will not exceed our reserve for the reasons and risks above. Changes in terms with, significant allowances for, and collections from these customers could affect our operating results and cash flows.

Failure to compete effectively could reduce our market share and significantly harm our financial performance.

Our industry is highly competitive, and our success depends on our ability to compete with suppliers of automotive aftermarket products, some of which may have substantially greater financial, marketing and other resources than we do. The automotive aftermarket industry is highly competitive, and our success depends on our ability to compete with domestic and international suppliers of automotive aftermarket products. Due to the diversity of our product offering, we compete with several large and medium-sized companies, including BBB Industries and Cardone Industries for hard parts, and AVL and Horiba for test solutions and diagnostic equipment and a large number of smaller regional and specialty companies and numerous category specific competitors. In addition, we face competition from original equipment manufacturers, which, through their automotive dealerships, supply many of the same types of replacement parts we sell.

Some of our competitors may have larger customer bases and significantly greater financial, technical and marketing resources than we do. These factors may allow our competitors to:

- respond more quickly than we can to new or emerging technologies and changes in customer requirements by devoting greater resources than we can to the development, promotion and sale of automotive aftermarket products;
- engage in more extensive research and development; and
- spend more money and resources on marketing and promotion.

In addition, other overseas competitors, particularly those located in China, are increasing their operations and could become a significant competitive force in the future. Increased competition could put additional pressure on us to reduce prices or take other actions, which may have an adverse effect on our operating results. We may also lose significant customers or lines of business to competitors.

If we do not respond appropriately, the evolution of the automotive industry could adversely affect our business.

The automotive industry is increasingly focused on the development of hybrid and electric vehicles and of advanced driver assistance technologies, with the goal of developing and introducing a commercially-viable, fully-automated driving experience. There has also been an increase in consumer preferences for mobility on demand services, such as car and ride sharing, as opposed to automobile ownership, which may result in a long-term reduction in the number of vehicles per capita. In addition, some industry participants are exploring transportation through alternatives to automobiles. These evolving areas have also attracted increased competition from entrants outside the traditional automotive industry. If we do not continue to innovate and develop, or acquire, new and compelling products that capitalize upon new technologies in response to consumer preferences, it could have an adverse impact on our results of operations. These changes may also reduce demand for our products for combustion engine vehicles.

Work stoppages, production shutdowns and similar events could significantly disrupt our business.

Because the automotive industry relies heavily on just-in-time delivery of components during the assembly and manufacture of vehicles, a work stoppage or production shutdown at one or more of our manufacturing and assembly facilities could have adverse effects on our business. Similarly, if one or more of our customers were to experience a work stoppage, that customer would likely halt or limit purchases of our products. We have also experienced significant disruptions in the supply of several key components from Asia due to work stoppages, production shutdowns, government closures, and other supply chain issues at many of our suppliers, leading to an adverse effect on our financial results.

Interruptions or delays in obtaining component parts could impair our business and adversely affect our operating results.

In our remanufacturing processes, we obtain Used Cores, primarily through the core exchange programs with our customers, and component parts from third-party manufacturers. To supplement Used Cores received from our customers we purchase Used Cores from core brokers. Historically, the Used Core returned from customers together with purchases from core brokers have provided us with an adequate supply of Used Cores. If there was a significant disruption in the supply of Used Cores, whether as a result of increased Used Core acquisitions by existing or new competitors or otherwise, our operating activities could be materially and adversely impacted. In addition, a number of the other components used in the remanufacturing process are available from a very limited number of suppliers. We are, as a result, vulnerable to any disruption in component supply, and any meaningful disruption in this supply would materially and adversely impact our operating results.

Increases in the market prices of key component raw materials could increase the cost of our products and negatively impact our profitability.

In light of the continuous pressure on pricing which we have experienced from our large customers, we may not be able to recoup the higher costs of our products due to changes in the prices of raw materials, including, but not limited to, aluminum, copper, steel, and cardboard. If we are unable to recover a substantial portion of our raw materials from Used Cores returned to us by our customers through the core exchange programs, the prices of Used Cores that we purchase may reflect the impact of changes in the cost of raw materials. Sustained raw material price increases has had an impact on our product costs and profitability to date, but we are unable to determine the overall impact, in the future, at this time.

Our financial results are affected by automotive parts failure rates that are outside of our control.

Our operating results are affected over the long term by automotive parts failure rates. These failure rates are impacted by a number of factors outside of our control, including product designs that have resulted in greater reliability, the number of miles driven by consumers, and the average age of vehicles on the road. A reduction in the failure rates of automotive parts would reduce the demand for our products and thus adversely affect our sales and profitability.

Our reliance on foreign suppliers for some of the automotive parts we sell to our customers or included in our products presents risks to our business.

A significant portion of automotive parts and components we use in our remanufacturing process are imported from suppliers located outside the U.S., including China and other countries in Asia. As a result, we are subject to various risks of doing business in foreign markets and importing products from abroad, such as the following, which we have experienced in the last fiscal year:

- significant delays in the delivery of cargo due to port security and over-crowding considerations;
- imposition of duties, taxes, tariffs or other charges on imports;
- financial or political instability in any of the countries in which our product is manufactured;
- potential recalls or cancellations of orders for any product that does not meet our quality standards;
- disruption of imports by labor disputes or strikes and local business practices;
- inability of our non-U.S. suppliers to obtain adequate credit or access liquidity to finance their operations; and
- natural disasters, disease epidemics and health related concerns, which could result in closed factories, reduced workforces, scarcity of raw materials and scrutiny or embargoing of goods produced in infected areas.

It is also possible, in the future, that we may experience the following risks related to doing business in foreign markets and importing products from abroad, such as the following:

- imposition of new legislation relating to import quotas or other restrictions that may limit the quantity of our product that may be imported into the U.S. from countries or regions where we do business;
- political or military conflict involving foreign countries or the U.S., which could cause a delay in the transportation of our products and an increase in transportation costs;
- heightened terrorism security concerns, which could subject imported goods to additional, more frequent or more thorough inspections, leading to delays in deliveries or impoundment of goods for extended periods; and
- our ability to enforce any agreements with our foreign suppliers.

Any of the foregoing factors, or a combination of them, could increase the cost or reduce the supply of products available to us and materially and adversely impact our business, financial condition, results of operations or liquidity.

In addition, because we depend on independent third parties to manufacture a significant portion of our wheel hub, brake-related products, and other purchased finished goods, we cannot be certain that we will not experience operational difficulties with such manufacturers, such as reductions in the availability of production capacity, errors in complying with merchandise specifications, insufficient quality controls and failure to meet production deadlines or increases in manufacturing costs.

An increase in the cost or a disruption in the flow of our imported products may significantly decrease our sales and profits.

Merchandise manufactured offshore represents a significant portion of our total product purchases. A disruption in the shipping or cost of such merchandise may significantly decrease our sales and profits. In addition, if imported merchandise becomes more expensive or unavailable, the transition to alternative sources may not occur in time to meet our demands. Merchandise from alternative sources may also be of lesser quality and more expensive than those we currently import. Risks associated with our reliance on imported merchandise include disruptions in the shipping and importation or increase in the costs of imported products. For example, common risks include:

- raw material shortages;
- problems with oceanic shipping, including shipping container shortages;
- increased customs inspections of import shipments or other factors causing delays in shipments; and
- increases in shipping rates, all of which we experienced.

As well as the following common risks, which we may experience in the future:

- work stoppages;
- strikes and political unrest;
- economic crises;
- international disputes and wars;
- loss of “most favored nation” trading status by the U. S. in relations to a particular foreign country;
- import duties; and
- import quotas and other trade sanctions.

Products manufactured overseas and imported into the U.S. and other countries are subject to import restrictions and duties, which could delay their delivery or increase their cost. We are subject to various lawsuits and claims. In addition, government agencies and self-regulatory organizations have the ability to conduct periodic examinations of and administrative proceedings regarding our business.

Our operating results may continue to fluctuate significantly.

We have experienced significant variations in our annual and quarterly results of operations. These fluctuations have resulted from many factors, including shifts in the demand and pricing for our products, general economic conditions, including changes in prevailing interest rates, and the introduction of new products. Our gross profit percentage fluctuates due to numerous factors, some of which are outside of our control. These factors include the timing and level of marketing allowances provided to our customers, actual sales during the relevant period, pricing strategies, the mix of products sold during a reporting period, and general market and competitive conditions. We also incur allowances, accruals, charges and other expenses that differ from period to period based on changes in our business, which causes our operating income to fluctuate.

Regulations related to conflict minerals could adversely impact our business.

The Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank”) contains provisions to improve transparency and accountability concerning the supply of certain minerals, known as “conflict minerals”, originating from the Democratic Republic of Congo (“DRC”) and adjoining countries. These rules could adversely affect the sourcing, supply, and pricing of materials used in our products, as the number of suppliers who provide conflict-free minerals may be limited. We may also suffer reputational harm if we determine that certain of our products contain minerals not determined to be conflict-free or if we are unable to modify our products to avoid the use of such materials. We may also face challenges in satisfying customers who may require that our products be certified as containing conflict-free minerals.

The products we manufacture or contract to manufacture contain small quantities of Tin and Gold. We manufacture or contract to manufacture one product with small quantities of Tantalum. For the reporting year ending December 31, 2022, we surveyed 211 smelters, refiners, or metal processing facilities for these minerals that are, or could be, in our supply chain. Of these, 89% were validated as conflict-free, per publicly available information on the Conflict Free Sourcing Initiative website. We have not been able to ascertain the conflict-free status of the remaining smelters or refiners.

Our strategy for managing risks associated with conflict minerals in products includes continuing to encourage our suppliers to engage in conflict-free sourcing and obtaining data from our suppliers that is more applicable to the products we purchase. We continue to monitor progress on industry efforts to ascertain whether some facilities that suppliers identified are actually smelters. We do not believe conflict minerals pose risk to our operations. We are a member of the Automobile Industry Action Group (AIAG) and support their efforts in the conflict minerals area.

Natural disasters or other disruptions in our business in California and Baja California, Mexico could increase our operating expenses or cause us to lose revenues.

A substantial portion of our operations are located in California and Baja California, Mexico, including our headquarters, remanufacturing and warehouse facilities. Any natural disaster, such as an earthquake, or other damage to our facilities from weather, fire or other events could cause us to lose inventory, delay delivery of orders to customers, incur additional repair-related expenses, disrupt our operations or otherwise harm our business. These events could also disrupt our information systems, which would harm our ability to manage our operations worldwide and compile and report financial information. As a result, we could incur additional expenses or liabilities or lose revenues, which could exceed any insurance coverage and would adversely affect our financial condition and results of operations.

Our failure to maintain effective internal control over financial reporting may affect our ability to accurately report our financial results and could materially and adversely affect the market price of our common stock.

Under the Sarbanes-Oxley Act, we must maintain effective disclosure controls and procedures and internal control over financial reporting, which requires significant resources and management oversight. Effective internal and disclosure controls are necessary for us to provide reliable financial reports and effectively prevent fraud and to operate successfully as a public company. If we cannot provide reliable financial reports or prevent fraud, our reputation and operating results would be harmed. We cannot assure you that our internal control over financial reporting will be effective in the future or that other material weakness will not be discovered in the future. Any failure to maintain effective controls or timely effect any necessary improvement of our internal and disclosure controls could harm operating results or cause us to fail to meet our reporting obligations, which could affect our ability to remain listed with the NASDAQ Global Select Market or subject us to adverse regulatory consequences. Ineffective internal and disclosure controls could also cause investors to lose confidence in our reported financial information, which would likely have a negative effect on the trading price of our stock.

Risks Related to Our Overseas Operations

Our offshore remanufacturing and logistic activities expose us to increased political and economic risks and place a greater burden on management to achieve quality standards.

Our overseas operations, especially our operations in Mexico, increase our exposure to political, criminal or economic instability in the host countries and to currency fluctuations. Risks are inherent in international operations, including:

- exchange controls and currency restrictions;
- currency fluctuations and devaluations;
- changes in local economic conditions;
- repatriation restrictions (including the imposition or increase of withholding and other taxes on remittances and other payments by foreign subsidiaries);
- global sovereign uncertainty and hyperinflation in certain foreign countries;
- laws and regulations relating to export and import restrictions;

- exposure to government actions;
- increased required employment related costs; and
- exposure to local political or social unrest including resultant acts of war, terrorism or similar events.

These and other factors may have a material adverse effect on our offshore activities and on our business, results of operations and financial condition. Our overall success as a business depends substantially upon our ability to manage our foreign operations. We may not continue to succeed in developing and implementing policies and strategies that are effective in each location where we do business, and failure to do so could materially and adversely impact our business, results of operations, and financial condition.

Unfavorable currency exchange rate fluctuations could adversely affect us.

We are exposed to market risk from material movements in foreign exchange rates between the U.S. dollar and the currencies of the foreign countries in which we operate. In fiscal 2023, approximately 25% of our total expenses were in currencies other than the U.S. dollar. As a result of our extensive operations in Mexico, our primary risk relates to changes in the rates between the U.S. dollar and the Mexican peso. To mitigate this currency risk, we enter into forward foreign exchange contracts to exchange U.S. dollars for Mexican pesos. We also enter into forward foreign exchange contracts to exchange U.S. dollars for Chinese yuan in order to mitigate risk related to our purchases and payments to our Chinese vendors. The extent to which we use forward foreign exchange contracts is periodically reviewed in light of our estimate of market conditions and the terms and length of anticipated requirements. The use of derivative financial instruments allows us to reduce our exposure to the risk that the eventual net cash outflow resulting from funding the expenses of the foreign operations will be materially affected by changes in the exchange rates. We do not engage in currency speculation or hold or issue financial instruments for trading purposes. These contracts generally expire in a year or less. Any change in the fair value of foreign exchange contracts is accounted for as an increase or decrease to foreign exchange impact of lease liabilities and forward contracts in the consolidated statements of operations. We recorded a non-cash gain of \$2,776,000 and a non-cash loss of \$316,000 due to the change in the fair value of the forward foreign currency exchange contracts during fiscal 2023 and 2022, respectively. In addition, we recorded gains of \$6,515,000 and \$1,989,000 in connection with the remeasurement of foreign currency-denominated lease liabilities during fiscal 2023 and 2022, respectively.

Changes in trade policy and other factors beyond our control could materially adversely affect our business.

The former presidential administration advocated for greater restrictions on international trade generally, including with respect to the North American Free Trade Agreement (“NAFTA”) and the World Trade Organization (the “WTO”). In December 2019, the United States, Mexico and Canada signed the amended United States-Mexico-Canada Agreement (the “USMCA”), which replaced NAFTA. In July 2020, the U.S. notified the United Nations of its intention to withdraw from the WTO. While the current presidential administration has rejoined the WTO, it remains difficult to predict what affect the USMCA, the WTO or other trade agreements and organizations will have on our business. If the U.S. were to withdraw from or materially modify any other international trade agreements to which it is a party or if the U.S. imposes significant additional tariffs on imports from China or other restrictions, it could have an adverse impact on our business.

Possible new tariffs that might be imposed by the United States government could have a material adverse effect on our results of operations.

The U.S. government has placed tariffs on certain goods imported from China and may impose new tariffs on goods imported from China and other countries, including products that we import. In retaliation, China has responded by imposing tariffs on a wide range of products imported from the U.S. and by adjusting the value of its currency. If renegotiations of existing tariffs are unsuccessful or additional tariffs or trade restrictions are implemented by the U.S. or other countries in connection with a global trade war, the resulting escalation of trade tensions could have a material adverse effect on world trade and the global economy. Even in the absence of further tariffs or trade restrictions, the related uncertainty and the market’s fear of an economic slowdown could lead to a decrease in consumer spending and we may experience lower net sales than expected. Reduced net sales may result in reduced operating cash flows if we are not able to appropriately manage inventory levels or leverage expenses.

Risks Related to Our Indebtedness

Our debt can impact our operating results and cash flows and limit our operations.

As of March 31, 2023, we had \$158,325,000 of debt outstanding under our credit facility, which is at variable interest rates. Fluctuations in those rates could impact our operating results and cash flows. In particular, interest rates have been rising recently, which increases our interest expense. The weighted average interest on our debt was 8.12% at March 31, 2023 compared to 3.12% at March 31, 2022. In addition, our credit facility has covenants that limit aspects of our operations.

In addition, on March 31, 2023, we issued and sold \$32,000,000 in aggregate principal amount of 10.0% convertible notes due in 2029 (the “Convertible Notes”). The issuance of shares of our common stock upon conversion of the Convertible Notes may dilute the ownership interests of existing stockholders and reduce our per share results of operations. Any sales in the public market of our common stock issuable upon such conversion could adversely affect prevailing market prices of our common stock.

We may also incur additional debt in the future, which could further increase our leverage, reduce our cash flow or further restrict our business.

Our lenders may not waive future defaults under our credit agreements.

Our credit agreement with our lenders contains certain financial and other covenants. If we fail to meet any of these covenants in the future, there is no assurance that our lenders will waive any such defaults or that we will otherwise be able to cure them. If we obtained a waiver, it may impose significant costs or covenants on us. In addition, as the capital markets get more volatile, it may become more difficult to obtain such waivers or refinance our debt.

Weakness in conditions in the global credit markets and macroeconomic factors, including interest rates, could adversely affect our financial condition and results of operations.

The banking industry and global credit markets also experience difficulties from time to time, and issues involving our lenders could impact our deposits, the availability, terms and cost of borrowings or our ability to refinance our debt. Any weakness in the credit markets could result in significant constraints on liquidity and availability of borrowing terms from lenders and accounts payable terms with vendors. These issues could also result in more stringent lending standards and terms and higher interest rates. In addition, we are exposed to changes in interest rates primarily as a result of our borrowing and receivable discount programs, which have interest costs that vary with interest rate movements. Any limitations on our ability to fund our operations could have a material adverse effect on our business, financial condition and ability to grow.

Risks Related to Owning Our Stock

Our stock price is volatile and could decline substantially.

Our stock price has fluctuated in the past and may decline substantially in the future as a result of developments in our business, the volatile nature of the stock market, and other factors beyond our control. Our stock price and the stock market generally has, from time to time, experienced extreme price and volume fluctuations. Many factors may cause the market price for our common stock to decline, including: (i) our operating results failing to meet the expectations of securities analysts or investors in any period, (ii) downward revisions in securities analysts’ estimates, (iii) market perceptions concerning our future earnings prospects, (iv) public or private sales of a substantial number of shares of our common stock, (v) adverse changes in general market conditions or economic trends, and (vi) market shocks generally or in our industry, such as what has recently occurred.

General Risk Factors

We may continue to make strategic acquisitions of other companies or businesses and these acquisitions introduce significant risks and uncertainties, including risks related to integrating the acquired businesses and achieving benefits from the acquisitions.

In order to position ourselves to take advantage of growth opportunities, we have made, and may continue to make, strategic acquisitions that involve significant risks and uncertainties. These risks and uncertainties include:

- the difficulty in integrating newly-acquired businesses and operations in an efficient and effective manner;
- the challenges in achieving strategic objectives, cost savings and other benefits from acquisitions;
- the potential loss of key employees of the acquired businesses;
- the risk of diverting the attention of senior management from our operations;
- risks associated with integrating financial reporting and internal control systems;
- difficulties in expanding information technology systems and other business processes to accommodate the acquired businesses; and
- future impairments of any goodwill of an acquired business.

We may also incur significant expenses to pursue and consummate acquisitions. Any of the foregoing, or a combination of them, could cause us to incur additional expenses and materially and adversely impact our business, financial condition, results of operations, or liquidity.

Increasing attention to environmental, social, and governance matters may impact our business, financial results, or stock price.

In recent years, increasing attention has been given to corporate activities related to environmental, social, and governance (“ESG”) matters in public discourse and the investment community. A number of advocacy groups, both domestically and internationally, have campaigned for governmental and private action to promote change at public companies related to ESG matters, including through the investment and voting practices of investment advisers, public pension funds, universities, and other members of the investing community. These activities include increasing attention and demands for action related to climate change and promoting the use of energy saving building materials. A failure to comply with investor or customer expectations and standards, which are evolving, or if we are perceived to not have responded appropriately to the growing concern for ESG issues, regardless of whether there is a legal requirement to do so, could also cause reputational harm to our business and could have a material adverse effect on us.

If our technology and telecommunications systems were to fail, or we were not able to successfully anticipate, invest in or adopt technological advances in our industry, it could have an adverse effect on our operations.

We rely on computer and telecommunications systems to communicate with our customers and vendors and manage our business. The temporary or permanent loss of our computer and telecommunications equipment and software systems, through casualty, operating malfunction, software virus or service provider failure, could disrupt our operations. In addition, our future growth may require additional investment in our systems to keep up with technological advances in our industry. If we are not able to invest in or adopt changes to our systems, or such upgrades take longer or cost more than anticipated, our business, financial condition and operating results may be adversely affected.

Cyber-attacks or other breaches of information technology security could adversely impact our business and operations.

The incidence of cyber-attacks and other breaches of information technology security have increased worldwide. Cyber-attacks or other breaches of network or information technology security may cause equipment failure or disruption to our operations. Such attacks, which include the use of malware, computer viruses and other means for disruption or unauthorized access, on companies have increased in frequency, scope and potential harm in recent years. While, to the best of our knowledge, we have not been subject to cyber-attacks or to other cyber incidents which, individually or in the aggregate, have been material to our operations or financial conditions, the preventive actions we take to reduce the risk of cyber incidents and protect our information technology and networks may be insufficient to repel a major cyber-attack in the future. To the extent that any disruption or security breach results in a loss or damage to our data or unauthorized disclosure of confidential information, it could cause significant damage to our reputation, affect our relationship with our customers, suppliers and employees, and lead to claims against us and ultimately harm our business. Additionally, we may be required to incur significant costs to protect against damage caused by these disruptions or security breaches in the future. While we maintain specific cyber insurance coverage, which may apply in the event of various breach scenarios, the amount of coverage may not be adequate in any particular case. Furthermore, because cyber threat scenarios are inherently difficult to predict and can take many forms, some breaches may not be covered under our cyber insurance coverage.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

The following sets forth the location, type of facility, square footage and ownership interest in each of our material facilities.

Location	Type of Facility	Approx. Square Feet	Leased or Owned	Expiration
Torrance, CA	Remanufacturing, Warehouse, Administrative, and Office	231,000	Leased	March 2032
Tijuana, Mexico	Remanufacturing, Warehouse, and Office	312,000	Leased	August 2033
Tijuana, Mexico	Distribution Center and Office	410,000	Leased	December 2032
Tijuana, Mexico	Remanufacturing, Warehouse, and Office	199,000	Leased	December 2032
Tijuana, Mexico	Core Induction, Warehouse, and Office	173,000	Leased	December 2032
Tijuana, Mexico	Warehouse	104,000	Leased	May 2024
Singapore & Malaysia	Remanufacturing, Warehouse, and Office	114,000	Leased	Various through December 2024
Shanghai, China	Warehouse and Office	27,000	Leased	March 2024
Ontario, Canada	Remanufacturing, Warehouse, and Office	157,000	Leased	May 2026
Ontario, Canada	Manufacturing, Warehouse, and Office	35,000	Leased	December 2024

We believe the above mentioned facilities are sufficient to satisfy our current and foreseeable operations.

Item 3. Legal Proceedings

We are subject to various lawsuits and claims. In addition, government agencies and self-regulatory organizations have the ability to conduct periodic examinations of and administrative proceedings regarding our business. Following an audit in fiscal 2019 (“Audit”), the U.S. Customs and Border Protection (“CBP”) stated that it believed that we owed additional duties relating to products that we imported from Mexico from 2011 through mid-2018. The CBP recently requested that we pay additional duties of approximately \$3,900,000 from 2011 through mid-2018 related to the findings of the Audit. We do not believe that this amount is correct and believe that we have numerous defenses and are disputing this amount vigorously. We cannot assure that the CBP will agree or that we will not need to accrue or pay additional amounts in the future.

Item 4. Mine Safety Disclosures

Not applicable.

PART II**Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities**

Our common stock is traded on the NASDAQ Global Select Market under the trading symbol MPAA. As of June 6, 2023, there were 19,494,615 shares of common stock outstanding held by 11 holders of record.

Purchases of Equity Securities by the Issuer

Share repurchase activity during the fourth quarter of fiscal 2023 was as follows:

<u>Periods</u>	<u>Total Number of Shares Purchased</u>	<u>Average Price Paid Per Share</u>	<u>Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs</u>	<u>Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs (1)</u>
January 1 - January 31, 2023:				
Open market and privately negotiated purchases	-	\$ -	-	\$ 18,255,000
February 1 - February 28, 2023:				
Open market and privately negotiated purchases	-	\$ -	-	18,255,000
March 1 - March 31, 2023:				
Open market and privately negotiated purchases	-	\$ -	-	18,255,000
Total	<u>0</u>		<u>0</u>	<u>\$ 18,255,000</u>

(1) As of March 31, 2023, \$18,745,000 of the \$37,000,000 was utilized and \$18,255,000 remains available to repurchase shares under the authorized share repurchase program, subject to the limit in our Credit Facility. We retired the 837,007 shares repurchased under this program through March 31, 2023. Our share repurchase program does not obligate us to acquire any specific number of shares and shares may be repurchased in privately negotiated and/or open market transactions.

Sales of Unregistered Securities

On March 31, 2023, we issued \$32,000,000 aggregate principal amount of convertible notes (the “Convertible Notes”) in a private placement offering to persons reasonably believed to be qualified institutional buyers pursuant to the exemption from registration provided by Rule 144A under the Securities Act. The Convertible Notes bear interest at a rate of 10% per year. The Convertible Notes may either be redeemed for cash, converted into shares of our common stock, or a combination thereof, at our election. The Convertible Notes are presented as convertible notes, net of unamortized debt issuance costs, on the consolidated balance sheet. The aggregate proceeds from the offering were approximately \$31,280,000 million, net of initial purchasers’ fees and other related expenses. The notes will mature on March 30, 2029, unless earlier converted, repurchased or redeemed. The initial conversion rate is 66.6667 shares of our common stock per \$1,000 principal amount of notes (equivalent to an initial conversion price of approximately \$15.00 per share of common stock).

Equity Compensation Plan Information

The following summarizes our equity compensation plans as of March 31, 2023:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	1,854,795(1)	\$ 20.20(2)	871,432(3)
Equity compensation plans not approved by security holders	N/A	N/A	N/A
Total	1,854,795	\$ 20.20	871,432

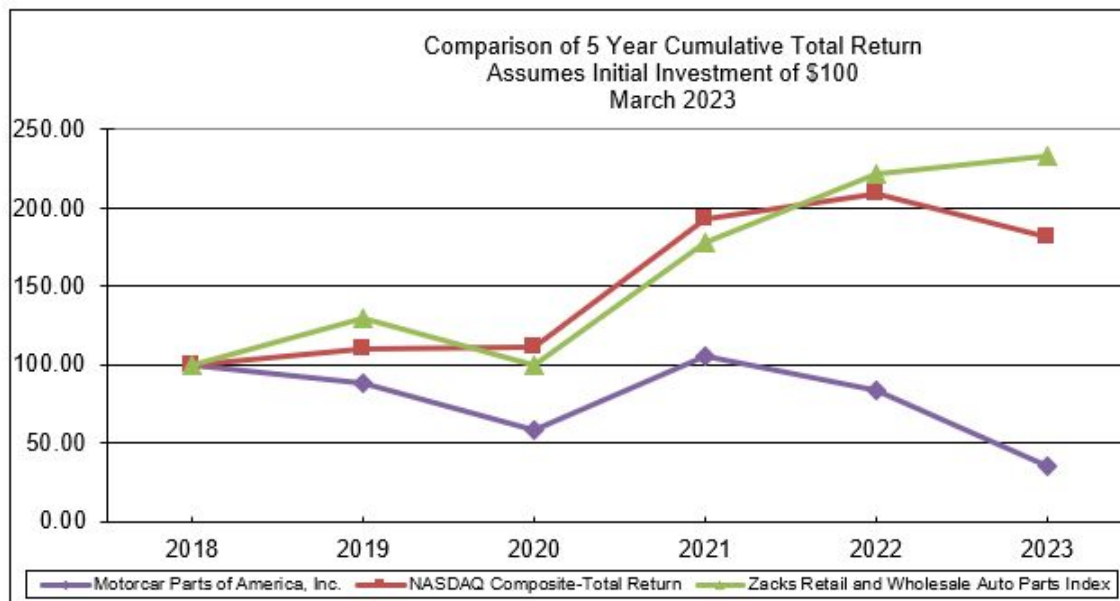
(1) Consists of (i) 6,000 stock options issued under the 2004 Non-Employee Director Stock Option Plan, (ii) 366,169 restricted stock units and restricted stock (collectively “RSUs”), 192,696 performance stock units (PSU’s), and 1,226,745 stock options issued under the Fourth Amended and Restated 2010 Incentive Award Plan (the “2010 Plan”), (iii) 10,417 RSUs issued under our 2014 Non-Employee Director Incentive Award Plan (the “2014 Plan”), and (iv) 52,768 RSUs issued under our 2022 Incentive Award Plan (the “2022 Plan”).

(2) The weighted average exercise price does not reflect the shares that will be issued in connection with the settlement of RSUs and PSUs, since RSUs and PSUs have no exercise price.

(3) Consists of shares available for future issuance under our 2022 Plan.

Stock Performance Graph

The following graph compares the cumulative return to holders of our common stock for the five years ending March 31, 2023 with the NASDAQ Composite Total Returns Index and the Zacks Retail and Wholesale Auto Parts Index. The comparison assumes \$100 was invested at the close of business on March 31, 2018 in our common stock and in each of the comparison groups, and assumes reinvestment of dividends.



Item 6. Selected Financial Data

None.

Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following discussion contains forward-looking statements, including, without limitation, our expectations and statements regarding our outlook and future revenues, expenses, results of operations, liquidity, plans, strategies and objectives of management and any assumptions underlying any of the foregoing. Our actual results may differ significantly from those projected in the forward-looking statements. Our forward-looking statements and factors that might cause future actual results to differ materially from our recent results or those projected in the forward-looking statements include, but are not limited to, those discussed in the section titled “Cautionary Note Regarding Forward-Looking Statements” and “Risk Factors” of this Annual Report on Form 10-K. Except as required by law, we assume no obligation to update the forward-looking statements or our risk factors for any reason.

Management Overview

With a scalable infrastructure and abundant growth opportunities, we are focused on growing our aftermarket business in the North American marketplace and growing our leadership position in the test solutions and diagnostic equipment market by providing innovative and intuitive solutions to our customers. Our investments in infrastructure and human resources during the past few years reflects the significant expansion of manufacturing capacity to support multiple product lines. These investments included (i) a 410,000 square foot distribution center, (ii) two buildings totaling 372,000 square feet for remanufacturing and core sorting of brake calipers, and (iii) the realignment of production at our original 312,000 square foot facility in Mexico.

Highlights and Accomplishments in Fiscal 2023

During fiscal 2023, we continued to execute our strategic plan – focusing on meaningful growth and improving profitability by leveraging our offshore infrastructure, industry position and customer relationships. The following significant accomplishments support our optimism moving forward:

- We achieved record fiscal fourth quarter and full-year sales, which increased 18.8 percent and 5.0 percent, respectively, with solid demand across multiple categories;
- We experienced meaningful traction with our customers and consumers since last year’s launch of a comprehensive line of brake pads utilizing an industry-leading formulation, and brake rotors – serving the professional installer market under our Quality-Built® brand;
- We expanded sales with additional product line offerings and customers in Mexico;
- We continued to improve efficiencies with expected ongoing benefits through increased production volume and pricing;
- We focused on reduction in inventory levels following a strategic build up to meet demand during recent global supply chain challenges;
- We enhanced our liquidity and capital resources with a \$32 million strategic convertible note investment that supports us at an exciting pivotal point in our evolution;
- We received increasing interest and orders for our Test Solutions and Diagnostic Equipment, including our emerging contract testing center, from major automotive retailers, major global automotive, aerospace and research institutions;
- We continued our social responsibility initiatives with the successful launch of an Agri-farm organic food and community program in Mexico and a continued focus on opportunities to enhance our *Environmental, Social and Governance* practices on a global basis.

Trends Affecting Our Business

Our business is impacted by various factors within the economy that affect both our customers and our industry, including but not limited to inflation, interest rates, global supply chain disruptions, fuel costs, wage rates, and other economic conditions. Given the nature of these various factors, we cannot predict whether or for how long certain trends will continue, nor can we predict to what degree these trends will impact us in the future.

Inflation

The cost to manufacture and distribute our products is impacted by the cost of raw materials, finished goods, labor, and transportation. During fiscal 2023, we experienced continued inflationary pressure and higher costs as a result of the increasing cost of raw materials, finished goods, labor, transportation, and other administrative costs. The increase in the cost of raw materials and finished goods are due in part to a shortage in the availability of certain products and the higher cost of shipping. We can only pass our increased costs onto customers on a limited basis. Future general price inflation and its impact on costs and availability of materials could adversely affect our financial results.

Interest Rates

Interest rates are rising in an effort to curb higher inflation. We are experiencing higher interest costs for our borrowing and our customers' receivable discount programs, which have interest costs that vary with interest rate movements. The majority of our interest costs results from our customers' receivable discount programs. The weighted average discount rate for these programs was 5.3% for fiscal 2023 compared with 1.9% for fiscal 2022. These higher interest rates and any future increases in interest rates will continue to adversely affect our financial results.

Impact of COVID-19

The COVID-19 pandemic continues to adversely impact the U.S. and global economies – creating uncertainty regarding the potential effects on the supply chain disruptions, rate of inflation, increasing interest rates, and customer demand. We incurred certain costs related to the COVID-19 pandemic, which are included in cost of goods sold and operating expenses in the consolidated statements of operations of \$1,957,000 and \$3,368,000 during fiscal 2023 and 2022, respectively.

Employee Retention Credit

The CARES Act provides an employee retention credit (“ERC”) that is a refundable tax credit against certain employer taxes. In the fourth quarter of the fiscal year ended March 31, 2022, we amended certain payroll tax filings and applied for a refund of \$5,104,000. As of March 31, 2023, we determined that all contingencies related to the ERC were resolved and recorded a \$5,104,000 receivable which is included in prepaid expenses and other current assets in the accompanying consolidated balance sheet. The ERC was recognized as a reduction in employer payroll taxes and allocated to the financial statement captions from which the employee's taxes were originally incurred. As a result, we recorded a reduction in expenses of \$2,034,000 in cost of goods sold, \$1,377,000 in general and administrative expense, \$968,000 in selling and marketing expense, and \$725,000 in research and development expense, which is reflected in the accompanying consolidated statement of operations for the year ended March 31, 2023. In April 2023, we received full payment of the ERC receivable.

Segment Reporting

Our three operating segments are as follows:

- **Hard Parts**, including (i) light duty rotating electric products such as alternators and starters, (ii) wheel hub products, (iii) brake-related products, including brake calipers, brake boosters, brake rotors, brake pads and brake master cylinders, and (iv) turbochargers,
- **Test Solutions and Diagnostic Equipment**, including (i) applications for combustion engine vehicles, including bench top testers for alternators and starters, (ii) test solutions and diagnostic equipment for the pre- and post-production of electric vehicles, (iii) software emulation of power systems applications for the electrification of all forms of transportation (including automobiles, trucks and the emerging electrification of systems within the aerospace industry, such as electric vehicle charging stations), and

- **Heavy Duty**, including non-discretionary automotive aftermarket replacement hard parts for heavy-duty truck, industrial, marine, and agricultural applications.

Prior to the fourth quarter of fiscal 2023, our operating segments met the aggregation criteria and were aggregated. Effective as of the fourth quarter of fiscal 2023, we revised our segment reporting as we determined that our three operating segments no longer met the criteria to be aggregated. Our Hard Parts operating segment meets the criteria of a reportable segment. The Test Solutions and Diagnostic Equipment and Heavy Duty segments are not material, are not separately reportable, and are included within the “all other” category. See Note 19 of the notes to consolidated financial statements for more information.

Critical Accounting Policies

We prepare our consolidated financial statements in accordance with generally accepted accounting principles, or GAAP, in the United States. Our significant accounting policies are discussed in detail below and in Note 2 of the notes to consolidated financial statements.

In preparing our consolidated financial statements, we use estimates and assumptions for matters that are inherently uncertain. We base our estimates on historical experiences and reasonable assumptions. Our use of estimates and assumptions affect the reported amounts of assets, liabilities and the amount and timing of revenues and expenses we recognize for and during the reporting period. Actual results may differ from our estimates.

There continues to be uncertainty and disruption in the global economy and financial markets. We are not currently aware of any specific event or circumstance that would require an update to our estimates or judgments or a revision of the carrying value of our assets or liabilities as of March 31, 2023. These estimates may change, as new events occur and additional information is obtained. Actual results could differ materially from these estimates under different assumptions or conditions.

Our remanufacturing operations include core exchange programs for the core portion of the finished goods. The Used Cores that we acquire and are returned to us from our customers are a necessary raw material for remanufacturing. We also offer our customers marketing and other allowances that impact revenue recognition. These elements of our business give rise to more complex accounting than many businesses our size or larger.

Inventory

Inventory is comprised of: (i) Used Core and component raw materials, (ii) work-in-process, and (iii) remanufactured and purchased finished goods.

Used Core, component raw materials, and purchased finished goods are stated at the lower of average cost or net realizable value.

Work-in-process is in various stages of production and is valued at the average cost of Used Cores and component raw materials issued to work orders still open, including allocations of labor and overhead costs. Historically, work-in-process inventory has not been material compared to the total inventory balance.

Remanufactured finished goods include: (i) the Used Core cost and (ii) the cost of component raw materials, and allocations of labor and variable and fixed overhead costs (the “Unit Cost”). The allocations of labor and variable and fixed overhead costs are based on the actual use of the production facilities over the prior 12 months which approximates normal capacity. This method prevents the distortion in allocated labor and overhead costs that would occur during short periods of abnormally low or high production. In addition, we exclude certain unallocated overhead such as severance costs, duplicative facility overhead costs, start-up costs, training, and spoilage from the calculation and expenses these unallocated overhead costs as period costs. Purchased finished goods also include an allocation of fixed overhead costs.

The estimate of net realizable value is subjective and based on our judgment and knowledge of current industry demand and management's projections of industry demand. The estimates may, therefore, be revised if there are changes in the overall market for our products or market changes that in our judgment impact our ability to sell or liquidate potentially excess or obsolete inventory. Net realizable value is determined at least quarterly as follows:

- Net realizable value for finished goods by customer, by product line are determined based on the agreed upon selling price with the customer for a product in the trailing 12 months. We compare the average selling price, including any discounts and allowances, to the finished goods cost of on-hand inventory, less any reserve for excess and obsolete inventory. Any reduction of value is recorded as cost of goods sold in the period in which the revaluation is identified.
- Net realizable value for Used Cores are determined based on current core purchase prices from core brokers to the extent that core purchases in the trailing 12 months are significant. Remanufacturing consumes, on average, more than one Used Core for each remanufactured unit produced since not all Used Cores are reusable. The yield rates depend upon both the product and customer specifications. We purchase Used Cores from core brokers to supplement our yield rates and Used Cores not returned under the core exchange programs. We also consider the net selling price our customers have agreed to pay for Used Cores that are not returned under our core exchange programs to assess whether Used Core cost exceeds Used Core net realizable value on a by customer, by product line basis. Any reduction of core cost is recorded as cost of goods sold in the period in which the revaluation is identified.
- We record an allowance for potentially excess and obsolete inventory based upon recent sales history, the quantity of inventory on-hand, and a forecast of potential use of the inventory. We periodically review inventory to identify excess quantities and part numbers that are experiencing a reduction in demand. Any part numbers with quantities identified during this process are reserved for at rates based upon our judgment, historical rates, and consideration of possible scrap and liquidation values which may be as high as 100% of cost if no liquidation market exists for the part. As a result of this process, we recorded reserves for excess and obsolete inventory of \$16,436,000 and \$13,520,000 at March 31, 2023 and 2022, respectively. This increase in the reserve was primarily due to excess inventory of certain finished goods on hand at March 31, 2023 compared with March 31, 2022.

We record vendor discounts as a reduction of inventories and are recognized as a reduction to cost of sales as the inventories are sold.

Inventory Unreturned

Inventory unreturned represents our estimate, based on historical data and prospective information provided directly by the customer, of finished goods shipped to customers that we expect to be returned, under our general right of return policy, after the balance sheet date. Inventory unreturned includes only the Unit Cost of a finished goods. The return rate is calculated based on expected returns within the normal operating cycle, which is generally one year. As such, the related amounts are classified in current assets. Inventory unreturned is valued in the same manner as our finished goods inventory.

Contract Assets

Contract assets consists of: (i) the core portion of the finished goods shipped to customers, (ii) upfront payments to customers in connection with customer contracts, (iii) core premiums paid to customers, (iv) finished goods premiums paid to customers, and (v) long-term core inventory deposits.

Remanufactured Cores held at customers' locations as a part of the finished goods sold to the customer are classified as long-term contract assets. These assets are valued at the lower of cost or net realizable value of Used Cores on hand (See Inventory above). For these Remanufactured Cores, we expect the finished good containing the Remanufactured Core to be returned under our general right of return policy or a similar Used Core to be returned to us by the customer, under our core exchange programs, in each case for credit. Remanufactured Cores and Used Cores returned by consumers to our customers but not yet returned to us are classified as "Cores expected to be returned by customers", which are included in short-term contract assets until we physically receive them during our normal operating cycle, which is generally one year.

Upfront payments to customers represent marketing allowances, such as sign-on bonuses, slotting fees, and promotional allowances provided to our customers. These allowances are recognized as an asset and amortized over the appropriate period of time as a reduction of revenue if we expect to generate future revenues associated with the upfront payment. If we do not expect to generate additional revenue, then the upfront payment is recognized in the consolidated statements of operations when payment occurs as a reduction of revenue. Upfront payments expected to be amortized during our normal operating cycle, which is generally one year, are classified as short-term contract assets.

Core premiums paid to customers represent the difference between the Remanufactured Core acquisition price paid to customers generally in connection with new business, and the related Used Core cost. The core premiums are treated as an asset and recognized as a reduction of revenue through the later of the date at which related revenue is recognized or the date at which the sales incentive is offered. We consider, among other things, the length of our largest ongoing customer relationships, duration of customer contracts, and the average life of vehicles on the road in determining the appropriate period of time over which to amortize these premiums. These core premiums are amortized over a period typically ranging from six to eight years, adjusted for specific circumstances associated with the arrangement. Core premiums are recorded as long-term contract assets. Core premiums expected to be amortized within our normal operating cycle, which is generally one year, are classified as short-term contract assets.

Finished goods premiums paid to customers represent the difference between the finished good acquisition price paid to customers, generally in connection with new business, and the related finished good cost, which is treated as an asset and recognized as a reduction of revenue through the later of the date at which related revenue is recognized or the date at which the sales incentive is offered. We consider, among other things, the length of our largest ongoing customer relationships, duration of customer contracts, and the average life of vehicles on the road in determining the appropriate period of time over which to amortize these premiums. Finished goods premiums are amortized over a period typically ranging from six to eight years, adjusted for specific circumstances associated with the arrangement. Finished goods premiums are recorded as long-term contract assets. Finished goods premiums expected to be amortized within our normal operating cycle, which is generally one year, are classified as short-term contract assets.

Long-term core inventory deposits represent the cost of Remanufactured Cores we have purchased from customers, which are held by the customers and remain on the customers' premises. The costs of these Remanufactured Cores were established at the time of the transaction based on the then current cost. The selling value of these Remanufactured Cores was established based on agreed upon amounts with these customers. We expect to realize the selling value and the related cost of these Remanufactured Cores should our relationship with a customer end, a possibility that we consider remote based on existing long-term customer agreements and historical experience.

Revenue Recognition

Revenue is recognized when performance obligations under the terms of a contract with our customers are satisfied; generally, this occurs with the transfer of control of our products. Revenue is measured as the amount of consideration we expect to receive in exchange for transferring goods or providing services. Revenue is recognized net of all anticipated returns, marketing allowances, volume discounts, and other forms of variable consideration. Revenue is recognized either when products are shipped or when delivered, depending on the applicable contract terms.

The price of a finished remanufactured product sold to customers is generally comprised of separately invoiced amounts for the Remanufactured Core included in the product (“Remanufactured Core value”) and the unit portion included in the product (“Unit Value”), for which revenue is recorded based on our then current price list, net of applicable discounts and allowances. The Remanufactured Core value is recorded as a net revenue based upon the estimate of Used Cores that will not be returned by the customer for credit. These estimates are subjective and based on management’s judgment and knowledge of historical, current, and projected return rates. As reconciliations are completed with the customers the actual rates at which Used Cores are not being returned may differ from the current estimates. This may result in periodic adjustments of the estimated contract asset and liability amounts recorded and may impact the projected revenue recognition rates used to record the estimated future revenue. These estimates may also be revised if there are changes in contractual arrangements with customers, or changes in business practices. A significant portion of the remanufactured automotive parts sold to customers are replaced by similar Used Cores sent back for credit by customers under the core exchange programs (as described in further detail below). The number of Used Cores sent back under the core exchange programs is generally limited to the number of similar Remanufactured Cores previously shipped to each customer.

Revenue Recognition — Core Exchange Programs

Full price Remanufactured Cores: When remanufactured products are shipped, certain customers are invoiced for the Remanufactured Core value of the product at the full Remanufactured Core sales price. For these Remanufactured Cores, revenue is only recognized based upon an estimate of the rate at which these customers will pay cash for Remanufactured Cores in lieu of sending back similar Used Cores for credits under the core exchange programs. The remainder of the full price Remanufactured Core value invoiced to these customers is established as a long-term contract liability rather than being recognized as revenue in the period the products are shipped as we expect these Remanufactured Cores to be returned for credit under our core exchange programs.

Nominal price Remanufactured Cores: Certain other customers are invoiced for the Remanufactured Core value of the product shipped at a nominal (generally \$0.01 or less) Remanufactured Core price. For these nominal Remanufactured Cores, revenue is only recognized based upon an estimate of the rate at which these customers will pay cash for Remanufactured Cores in lieu of sending back similar Used Cores for credits under the core exchange programs. Revenue amounts are calculated based on contractually agreed upon pricing for these Remanufactured Cores for which the customers are not returning similar Used Cores. The remainder of the nominal price Remanufactured Core value invoiced to these customers is established as a long-term contract liability rather than being recognized as revenue in the period the products are shipped as we expect these Remanufactured Cores to be returned for credit under our core exchange programs.

Revenue Recognition; General Right of Return

Customers are allowed to return goods that their end-user customers have returned to them, whether or not the returned item is defective (warranty returns). In addition, under the terms of certain agreements and industry practice, customers from time to time are allowed stock adjustments when their inventory of certain product lines exceeds the anticipated sales to end-user customers (stock adjustment returns). Customers have various contractual rights for stock adjustment returns, which are typically less than 5% of units sold. In some instances, a higher level of returns is allowed in connection with significant restocking orders. The aggregate returns are generally limited to less than 20% of unit sales.

The allowance for warranty returns is established based on a historical analysis of the level of this type of return as a percentage of total unit sales. The allowance for stock adjustment returns is based on specific customer inventory levels, inventory movements, and information on the estimated timing of stock adjustment returns provided by customers. Stock adjustment returns do not occur at any specific time during the year. The return rate for stock adjustments is calculated based on expected returns within the normal operating cycle, which is generally one year.

The Unit Value of the warranty and stock adjustment returns are treated as reductions of revenue based on the estimations made at the time of the sale. The Remanufactured Core value of warranty and stock adjustment returns are provided for as indicated in the paragraph “Revenue Recognition – Core Exchange Programs”.

As is standard in the industry, we only accept returns from on-going customers. If a customer ceases doing business with us, we have no further obligation to accept additional product returns from that customer. Similarly, we accept product returns and grant appropriate credits to new customers from the time the new customer relationship is established.

Contract Liability

Contract liability consists of: (i) customer allowances earned, (ii) accrued core payments, (iii) customer core returns accruals, (iv) core bank liability, (v) finished goods liabilities, and (vi) customer deposits.

Customer allowances earned includes all marketing allowances provided to customers. Such allowances include sales incentives and concessions. Voluntary marketing allowances related to a single exchange of product are recorded as a reduction of revenues at the time the related revenues are recorded or when such incentives are offered. Other marketing allowances, which may only be applied against future purchases, are recorded as a reduction to revenues in accordance with a schedule set forth in the relevant contract. Sales incentive amounts are recorded based on the value of the incentive provided. Customer allowances to be provided to customers within our normal operating cycle, which is generally one year, are considered short-term contract liabilities and the remainder are recorded as long-term contract liabilities.

Accrued core payments represent the sales price of Remanufactured Cores purchased from customers, generally in connection with new business, which are held by these customers and remain on their premises. The sales price of these Remanufactured Cores will be realized when our relationship with a customer ends, a possibility that we consider remote based on existing long-term customer agreements and historical experience. The payments to be made to customers for purchases of Remanufactured Cores within our normal operating cycle, which is generally one year, are considered short-term contract liabilities and the remainder are recorded as long-term contract liabilities.

Customer core returns accruals represent the full and nominally priced Remanufactured Cores shipped to our customers. When we ship product, we recognize an obligation to accept a similar Used Core sent back under the core exchange programs based upon the Remanufactured Core price agreed upon by us and our customer. The contract liability related to Used Cores returned by consumers to our customers but not yet returned to us are classified as short-term contract liabilities until we physically receive these Used Cores as they are expected to be returned during our normal operating cycle, which is generally one year and the remainder are recorded as long-term contract liabilities.

The core bank liability represents the full Remanufactured Core sales price for cores returned under our core exchange programs. The payment for these returned cores are made over a contractual repayment period pursuant to our agreement with this customer. Payments to be made within our normal operating cycle, which is generally one year, are considered short-term contract liabilities and the remainder are recorded as long-term contract liabilities.

Finished goods liabilities represents the agreed upon price of finished goods acquired from customers, generally in connection with new business. The payment for these finished goods are made over a contractual repayment period pursuant to our agreement with the customer. Payments to be made within our normal operating cycle, which is generally one year, are considered short-term contract liabilities and the remainder are recorded as long-term contract liabilities.

Customer deposits represent the receipt of prepayments from customers for the obligation to transfer goods or services in the future. We classify these customer deposits as short-term contract liabilities as we expect to satisfy these obligations within our normal operating cycle, which generally one year.

Customer Finished Goods Returns Accrual

The customer finished goods returns accrual represents our estimate of our exposure to customer returns, including warranty returns, under our general right of return policy to allow customers to return items that their end user customers have returned to them and from time to time, stock adjustment returns when the customers' inventory of certain product lines exceeds the anticipated sales to end-user customers. The customer finished goods returns accrual represents the Unit Value of the estimated returns and is classified as a current liability due to the expectation that these returns will occur within the normal operating cycle of one year. Our customer finished goods returns accrual was \$37,984,000 and \$38,086,000 at March 31, 2023 and 2022, respectively. The change in the customer finished goods returns accrual primarily resulted from the timing of returned goods authorizations ("RGAs") issued at March 31, 2023 compared with March 31, 2022.

Income Taxes

We account for income taxes using the liability method, which measures deferred income taxes by applying enacted statutory rates in effect at the balance sheet date to the differences between the tax basis of assets and liabilities and their reported amounts in the financial statements. The resulting asset or liability is adjusted to reflect changes in the tax laws as they occur. A valuation allowance is provided to reduce deferred tax assets when it is more likely than not that a portion of the deferred tax asset will not be realized.

Realization of deferred tax assets is dependent upon our ability to generate sufficient future taxable income. Significant judgment is required in determining our provision for income taxes, our deferred tax assets and liabilities and any valuation allowance recorded against our net deferred tax assets. We make these estimates and judgments about our future taxable income that are based on assumptions that are consistent with our future plans. A valuation allowance is established when we believe it is not more likely than not all or some of a deferred tax assets will be realized. In evaluating our ability to recover deferred tax assets within the jurisdiction in which they arise, we consider all available positive and negative evidence. Deferred tax assets arising primarily as a result of net operating loss carry-forwards and research and development credits in connection with our Canadian operations have been offset completely by a valuation allowance due to the uncertainty of their utilization in future periods. Should the actual amount differ from our estimate, the amount of our valuation allowance could be impacted.

We have made an accounting policy election to recognize the U.S. tax effects of global intangible low-taxed income as a component of income tax expense in the period the tax arises.

Results of Operations

The following discussion and analysis should be read together with the financial statements and notes thereto appearing elsewhere herein.

The following summarizes certain key operating consolidated data for the periods indicated:

	Fiscal Years Ended March 31,		
	2023	2022	2021
Cash flows (used in) provided by operations	\$ (21,754,000)	\$ (44,862,000)	\$ 56,089,000
Finished goods turnover (1)	3.6	3.8	4.1

(1) Finished goods turnover is calculated by dividing the cost of goods sold for the year by the average between beginning and ending non-core finished goods inventory values, for each fiscal year. We believe that this provides a useful measure of our ability to turn our inventory into revenues. Our finished goods turnover for fiscal 2023 was impacted by our investment in inventory during the prior year to address disruptions related to the worldwide supply chain and logistics challenges to meet higher anticipated future sales.

Fiscal 2023 Compared with Fiscal 2022**Net Sales and Gross Profit**

The following summarizes net sales and gross profit:

	Fiscal Years Ended March 31,	
	2023	2022
Net sales	\$ 683,074,000	\$ 650,308,000
Cost of goods sold	569,112,000	532,443,000
Gross profit	113,962,000	117,865,000
Gross profit percentage	16.7%	18.1%

Net Sales. Our consolidated net sales for the year ended March 31, 2023 were \$683,074,000, which represents an increase of \$32,766,000, or 5.0%, from the year ended March 31, 2022 of \$650,308,000. The prior year's net sales was positively impacted by \$13,327,000 in core revenue due to a realignment of inventory at certain customer distribution centers. This increase in net sales for the year ended March 31, 2023 primarily reflects growing sales of our brake-related products and higher sales of our rotating electric products, partially offset by disruptions to global supply chain and logistics services and inventory reduction initiatives from one of our largest customers.

The following summarizes consolidated net sales by product mix:

	Years Ended March 31,	
	2023	2022
Rotating electrical products	67%	69%
Wheel hub products	11%	13%
Brake-related products	18%	15%
Other products	4%	3%
	<u>100%</u>	<u>100%</u>

Gross Profit. Our consolidated gross profit was \$113,962,000, or 16.7% of consolidated net sales, for the year ended March 31, 2023 compared with \$117,865,000, or 18.1% of consolidated net sales, for the year ended March 31, 2022. Our gross margin for the year ended March 31, 2023 reflects (i) higher per unit costs resulting from absorption of overhead costs as we manage our inventory levels, (ii) higher costs due to disruptions to the global supply chain, logistics services, related higher freight costs, higher wages, (iii) impact of core revenue in the prior period due to a realignment of inventory at certain customer distribution centers, and (iv) changes in product mix.

Our gross margin for the years ended March 31, 2023 and 2022 was impacted by (i) higher freight costs, net of certain price increases, of \$3,290,000, and \$9,135,000, respectively, (ii) additional expenses due to certain costs for disruptions in the supply chain of \$8,195,000 and \$8,759,000, respectively, (iii) amortization of core and finished goods premiums paid to customers related to new business of \$11,791,000 and \$11,960,000, respectively.

In addition, gross margin for the year ended March 31, 2023 was impacted by (i) non-cash quarterly revaluation of cores that are part of the finished goods on the customers' shelves (which are included in contract assets) to the lower of cost or net realizable value, which resulted in a write-down of \$3,736,000 and (ii) a \$2,034,000 reduction of payroll expense for the ERC.

For the year ended March 31, 2022, gross margin was impacted by non-cash quarterly revaluation of cores that are part of the finished goods on the customers' shelves (which are included in contract assets) to the lower of cost or net realizable value and gain due to realignment of inventory at certain customer distribution centers, which resulted in a net gain of \$75,000. Gross margin for the year ended March 31, 2022 was further impacted by transition expenses in connection with the expansion of our brake-related operations in Mexico of \$2,744,000.

Operating Expenses

The following summarizes consolidated operating expenses:

	Fiscal Years Ended March 31,	
	2023	2022
General and administrative	\$ 54,756,000	\$ 57,499,000
Sales and marketing	21,729,000	22,833,000
Research and development	10,322,000	10,502,000
Foreign exchange impact of lease liabilities and forward contracts	(9,291,000)	(1,673,000)
Percent of net sales		
General and administrative	8.0%	8.8%
Sales and marketing	3.2%	3.5%
Research and development	1.5%	1.6%
Foreign exchange impact of lease liabilities and forward contracts	(1.4)%	(0.3)%

General and Administrative. Our general and administrative expenses for fiscal 2023 were \$54,756,000, which represents a decrease of \$2,743,000, or 4.8%, from fiscal 2022 of \$57,499,000. The decrease in general and administrative expense during fiscal 2023 was primarily due to (i) \$3,743,000 of decreased employee incentives as no bonuses were recorded for fiscal 2023, (ii) \$2,602,000 of decreased share-based compensation in connection with equity grants made to employees, and (iii) a \$1,377,000 reduction of payroll expense for the ERC. These decreases were partially offset by (i) \$1,640,000 of increased expense resulting from foreign currency transactions, (ii) \$1,562,000 of increased severance expense due to headcount reduction, (iii) \$920,000 of increased employee-related expense at our offshore locations, (iv) \$403,000 of increased information technology costs in connection with cybersecurity and other productivity tools, and (v) \$346,000 of increased professional services.

Sales and Marketing. Our sales and marketing expenses for fiscal 2023 were \$21,729,000, which represents a decrease of \$1,104,000, or 4.8%, from fiscal 2022 of \$22,833,000. This decrease in sales and marketing expense during fiscal 2023 was primarily due to (i) \$1,359,000 of decreased employee-related expenses (including a \$968,000 reduction of payroll expense for the ERC) due to our cost-cutting measures and (ii) \$535,000 of decreased marketing and advertising expenses. These decreases were partially offset by (i) \$359,000 of increased trade shows as normal business expenses resumed, (ii) \$370,000 of increased travel costs as some business travel resumed, and (iii) \$171,000 of increased commissions due to higher sales.

Research and Development. Our research and development expenses for fiscal 2023 were \$10,322,000, which represents a decrease of \$180,000, or 1.7%, from fiscal 2022 of \$10,502,000. This decrease in research and development expenses during fiscal 2023 was primarily due to (i) a \$725,000 reduction of payroll expense related to the ERC and (ii) \$265,000 of decreased outside services. These decreases were partially offset by (i) \$558,000 of increased samples for our core library and other research and development supplies and (ii) \$238,000 of increased employee-related expenses.

Foreign Exchange Impact of Lease Liabilities and Forward Contracts. Our foreign exchange impact of lease liabilities and forward contracts for the years ended March 31, 2023 and 2022 were non-cash gains of \$9,291,000 and \$1,673,000, respectively. This change was primarily due to (i) the remeasurement of our foreign currency-denominated lease liabilities, which resulted in non-cash gains of \$6,515,000 and \$1,989,000 for the years ended March 31, 2023 and 2022, respectively, due to foreign currency exchange rate fluctuations and (ii) the forward foreign currency exchange contracts, which resulted in a non-cash gain of \$2,776,000 compared with a non-cash loss of \$316,000 for the years ended March 31, 2023 and 2022, respectively, due to the changes in their fair values.

Operating Income

Consolidated Operating Income. Our consolidated operating income for the year ended March 31, 2023 was \$36,446,000, which represents an increase of \$7,742,000, or 27.0%, from the year ended March 31, 2022 of \$28,704,000. Operating income increased primarily due to increased non-cash gains from the foreign exchange impact of lease liabilities and forward contracts and lower operating expenses, which were partially offset by lower gross profit as discussed above.

Interest Expense

Interest Expense, net. Our interest expense for the year ended March 31, 2023 was \$39,555,000, which represents an increase of \$24,000,000, or 154.3%, from interest expense for the year ended March 31, 2022 of \$15,555,000. Approximately 86% of this increase was due to higher interest rates on our borrowing and accounts receivable discount programs, which have variable interest rates. In addition, during the year ended March 31, 2023, utilization of our accounts receivable discount programs and our average borrowing under our credit facility increased.

Provision for Income Taxes

Income Tax. We recorded an income tax expense of \$1,098,000, or an effective tax rate of (35.3)%, and income tax expense of \$5,788,000, or an effective tax rate of 44.0%, for fiscal 2023 and 2022, respectively. The effective tax rate for year ended March 31, 2023, was primarily impacted by (i) specific jurisdictions that we do not expect to recognize the benefit of losses, (ii) foreign income taxed at rates that are different from the federal statutory rate, and (iii) non-deductible executive compensation under Internal Revenue Code Section 162(m).

Fiscal 2022 Compared with Fiscal 2021**Net Sales and Gross Profit**

The following summarizes net sales and gross profit:

	Fiscal Years Ended March 31,	
	2022	2021
Net sales	\$ 650,308,000	\$ 540,782,000
Cost of goods sold	532,443,000	431,321,000
Gross profit	117,865,000	109,461,000
Gross profit percentage	18.1%	20.2%

Net Sales. Our consolidated net sales for fiscal 2022 were \$650,308,000, which represents an increase of \$109,526,000, or 20.3%, from fiscal 2021 of \$540,782,000. While our net sales increased across all product lines due to strong demand for our products, we continued to experience a number of challenges related to the global COVID-19 pandemic, including disruptions with worldwide supply chain and logistics services during both periods. Net sales for fiscal 2022 and 2021 include \$13,327,000 and \$12,779,000, respectively, in core revenue due to a realignment of inventory at certain customer distribution centers.

The following summarizes sales mix:

	Years Ended March 31,	
	2022	2021
Rotating electrical products	69%	73%
Wheel hub products	13%	15%
Brake-related products	15%	10%
Other products	3%	2%
	<u>100%</u>	<u>100%</u>

Gross Profit. Our gross profit increased \$8,404,000, or 7.7%, to \$117,865,000 for fiscal 2022 from \$109,461,000 for fiscal 2021. Our gross profit increased due to strong demand across all product lines. Our consolidated gross margin was 18.1% of net sales for fiscal 2022 compared with 20.2% of net sales for fiscal 2021. The decrease in our gross margin was primarily due to inflationary costs related to the global pandemic, including disruptions with worldwide supply chain, logistics services, and related higher freight costs. During fiscal 2022 and 2021, higher freight costs, net of certain price increases that went into effect during the latter part of the current year, impacted gross margin by approximately \$9,135,000, and \$1,785,000, respectively. During fiscal 2022, we also incurred additional expenses of \$8,759,000 due to COVID-19 related costs for disruptions in the supply chain, increased salaries associated with COVID-19 vulnerable employee pay, and personal protective equipment. During fiscal 2021, we incurred additional expenses of \$5,268,000 due to increased salaries associated with COVID-19 bonuses, vulnerable employee pay, and personal protective equipment in connection with the COVID-19 pandemic.

Our gross margin for fiscal 2022 and 2021 was also impacted by (i) transition expenses in connection with the expansion of our brake-related operations in Mexico of \$2,744,000 and \$16,353,000, respectively, and (ii) amortization of core and finished goods premiums paid to customers related to new business of \$11,960,000 and \$6,691,000, respectively. Expansion of our brake-related operations in Mexico was completed during the second quarter of fiscal 2022.

In addition, gross margin was impacted by (i) non-cash quarterly revaluation of cores that are part of the finished goods on the customers' shelves (which are included in contract assets) to the lower of cost or net realizable value and gain due to realignment of inventory at customer distribution centers, which resulted in a net gain of \$75,000 and net write-down of \$209,000 for fiscal 2022 and 2021, respectively, (ii) customer allowances and return accruals related to new business of \$307,000 recorded during fiscal 2021, (iii) net tariff costs of \$332,000 not passed through to customers for fiscal 2021, and (iv) a \$3,561,000 benefit for revised tariff costs recorded during fiscal 2021.

Operating Expenses

The following summarizes consolidated operating expenses:

	Fiscal Years Ended March 31,	
	2022	2021
General and administrative	\$ 57,499,000	\$ 53,847,000
Sales and marketing	22,833,000	18,024,000
Research and development	10,502,000	8,563,000
Foreign exchange impact of lease liabilities and forward contracts	(1,673,000)	(17,606,000)
Percent of net sales		
General and administrative	8.8%	10.0%
Sales and marketing	3.5%	3.3%
Research and development	1.6%	1.6%
Foreign exchange impact of lease liabilities and forward contracts	(0.3)%	(3.3)%

General and Administrative. Our general and administrative expenses for fiscal 2022 were \$57,499,000, which represents an increase of \$3,652,000, or 6.8%, from fiscal 2021 of \$53,847,000, however, general and administrative expenses as a percentage of net sales decreased to 8.8% for fiscal 2022 from 10.0% for the prior year. The increase in general and administrative expense was primarily due to (i) \$2,040,000 of increased share-based compensation due to equity grants made to employees in fiscal 2022, (ii) \$353,000 of increased employee related expenses, primarily due to the reinstatement of salary reductions in the prior year in response to the COVID-19 pandemic, (iii) \$905,000 of decreased gain resulting from foreign currency transactions, (iv) \$705,000 of increased costs at our offshore locations, (v) \$305,000 of increased information technology costs in connection with cybersecurity and other productivity tools, and (vi) \$292,000 of increased general insurance costs. These increases in general and administrative expenses were partially offset by \$1,329,000 of decreased professional services.

Sales and Marketing. Our sales and marketing expenses for fiscal 2022 were \$22,833,000, which represents an increase of \$4,809,000, or 26.7%, from fiscal 2021 of \$18,024,000. This increase in sales and marketing expense during fiscal 2022 was primarily due to (i) \$1,500,000 of increased commissions due to higher sales, (ii) \$1,304,000 of increased employee related expenses, primarily due to the reinstatement of salary reductions in the prior year in response to the COVID-19 pandemic and increased headcount in the current year, (iii) \$1,027,000 of increased marketing in connection with new business and advertising expense, (iv) \$501,000 of increased travel as normal business operations resume, and (v) \$261,000 of increased trade shows expense as normal business operations resume.

Research and Development. Our research and development expenses for fiscal 2022 were \$10,502,000, which represents an increase of \$1,939,000, or 22.6%, from fiscal 2021 of \$8,563,000. This increase in research and development expenses during fiscal 2022 was primarily due to (i) \$1,274,000 of increased employee related expenses, primarily due to the reinstatement of salary reductions in the prior year in response to the COVID-19 pandemic and increased headcount during the current year, (ii) \$504,000 of increased outside services primarily due to development projects, and (iii) \$110,000 of increased samples for our core library and other research and development supplies.

Foreign Exchange Impact of Lease Liabilities and Forward Contracts. Our foreign exchange impact of lease liabilities and forward contracts for fiscal 2022 was a non-cash gain of \$1,673,000 compared with a non-cash gain for fiscal 2021 of \$17,606,000. This change in gain was primarily due to (i) the remeasurement of our foreign currency-denominated lease liabilities which resulted in non-cash gains of \$1,989,000 compared with \$9,893,000 for fiscal 2022 and 2021, respectively, due to foreign currency exchange rate fluctuations and (ii) the forward foreign currency exchange contracts which resulted in a non-cash loss of \$316,000 compared with a non-cash gain of \$7,713,000 for fiscal 2022 and 2021, respectively, due to the changes in their fair values.

Operating Income

Consolidated Operating Income. Our consolidated operating income for the year ended March 31, 2022 was \$28,704,000, which represents a decrease of \$17,929,000, or 38.4%, from the year ended March 31, 2021 of \$46,633,000. Operating income decreased primarily due to decreased non-cash gains from foreign exchange impact of lease liabilities and forward contracts and increased operating expenses, which were partially offset by increased gross profit as discussed above.

Interest Expense

Interest Expense, net. Our interest expense, net for fiscal 2022 was \$15,555,000, which represents a decrease of \$215,000, or 1.3%, from fiscal 2021 of \$15,770,000. The decrease in interest expense was primarily due to lower interest rates on our accounts receivable discount programs partially offset by increased borrowing under our credit facility.

Provision for Income Taxes

Income Tax. We recorded income tax expense of \$5,788,000, or an effective tax rate of 44.0%, for fiscal 2022 and \$9,387,000, or an effective tax rate of 30.4%, for fiscal 2021. The effective tax rate for fiscal 2022 was primarily impacted by (i) non-deductible executive compensation under Internal Revenue Code Section 162(m), (ii) income taxes associated with uncertain tax positions, (iii) specific jurisdictions that we do not expect to recognize the benefit of losses, and (iv) foreign income taxed at rates that are different from the federal statutory rate.

Liquidity and Capital Resources

Overview

We had working capital (current assets minus current liabilities) of \$154,886,000 and \$110,580,000, a ratio of current assets to current liabilities of 1.4:1.0 at March 31, 2023 and 1.3:1.0 at March 31, 2022. The increase in working capital resulted primarily from (i) lower accounts payable balances, (ii) the pay down of our revolving loans from the net proceeds received from the issuance of \$32,000,000 in convertible notes, (iii) higher accounts receivable, which resulted from higher net sales for fiscal 2023, and (iv) a reduction of inventory that was built-up in the prior year to meet customer demand.

Our primary source of liquidity was from the use of our receivable discount programs, credit facility, and issuance of convertible notes during fiscal 2023. In addition, we have access to our existing cash, as well as our available credit facilities to meet short-term liquidity needs. We believe our cash and cash equivalents, use of receivable discount programs, amounts available under our credit facility, and other sources are sufficient to satisfy our expected future working capital needs, repayment of the current portion of our term loans, and lease and capital expenditure obligations over the next 12 months.

On March 31, 2023, we issued \$32,000,000 aggregate principal amount of convertible notes in a private placement offering. The convertible notes bear interest at a rate of 10% per year. The convertible notes may either be redeemed for cash, converted into shares of our common stock, or a combination thereof, at our election. The aggregate proceeds from the offering were approximately \$31,280,000, net initial purchasers' fees and other related expenses. The notes will mature on March 30, 2029, unless earlier converted, repurchased or redeemed.

Cash Flows

The following summarizes cash flows as reflected in the consolidated statements of cash flows:

	Fiscal Years Ended March 31,		
	2023	2022	2021
Cash (used in) provided by:			
Operating activities	\$ (21,754,000)	\$ (44,862,000)	\$ 56,089,000
Investing activities	(4,191,000)	(7,938,000)	(14,214,000)
Financing activities	14,308,000	60,215,000	(76,567,000)
Effect of exchange rates on cash and cash equivalents	217,000	78,000	599,000
Net (decrease) increase in cash and cash equivalents	<u>\$ (11,420,000)</u>	<u>\$ 7,493,000</u>	<u>\$ (34,093,000)</u>
Additional selected cash flow data:			
Depreciation and amortization	\$ 12,444,000	\$ 12,886,000	\$ 11,144,000
Capital expenditures	4,201,000	7,550,000	13,942,000

Fiscal 2023 Compared with Fiscal 2022

Net cash used in operating activities was \$21,754,000 and \$44,862,000 for fiscal 2023 and 2022, respectively. The significant change in our operating activities was due primarily to (i) a reduction of inventory that was built-up in the prior year to meet customer demand, (ii) a reduction of accounts payable balances due to lower purchases as we continue to manage our inventory levels, and (iii) increased sales for fiscal 2023 compared with fiscal 2022, resulting in a higher accounts receivable balance which will be collected in future periods. We continue to manage our working capital to maximize our operating cash flow.

Net cash used in investing activities was \$4,191,000 and \$7,938,000 for fiscal 2023 and 2022, respectively. The change in our investing activities primarily resulted from decreased capital expenditures due to the completion of our expansion of our brake-related operations in Mexico during the second quarter of fiscal 2022.

Net cash provided by financing activities was \$14,308,000 and \$60,215,000 for fiscal 2023 and 2022, respectively. The significant change in our financing activities was due mainly to net repayments under our credit facility during fiscal 2023 compared to net borrowings under our credit facility during fiscal 2022 to support the investment in our inventory partially offset by \$32,000,000 in proceeds less debt issuance costs from the issuance of our convertible notes during fiscal 2023. In addition, we repurchased 106,486 shares of our common stock for \$1,914,000 during fiscal 2022.

Fiscal 2022 Compared with Fiscal 2021

Net cash used in operating activities was \$44,862,000 for fiscal 2022 compared with net cash provided by operating activities of \$56,089,000 for fiscal 2021. The significant change in our operating activities was due primarily to (i) increased sales for fiscal 2022 compared with fiscal 2021, resulting in a higher accounts receivable balance which will be collected in future periods and (ii) higher inventory purchases during the current year compared with the prior year as we increased our inventory levels as a result of disruptions with worldwide supply chain and logistics services to meet higher anticipated sales, however, our days payable outstanding did not increase proportionately to our purchases during the current year as compared with the prior year. Our operating results (net income plus the net add-back for non-cash transactions in earnings) were higher during fiscal 2022 as compared with fiscal 2021.

Net cash used in investing activities was \$7,938,000 and \$14,214,000 for fiscal 2022 and 2021, respectively. The significant change in our investing activities was due primarily to decreased capital expenditures in connection with the completion of our expansion of our brake-related operations in Mexico during the second quarter of fiscal 2022.

Net cash provided by financing activities was \$60,215,000 for fiscal 2022 compared with net cash used in financing activities \$76,567,000 for fiscal 2021. The significant change in our financing activities was due mainly to additional net borrowings under our credit facility during fiscal 2022 to support the investment in our inventory compared with repayments under our credit facility during fiscal 2021.

Capital Resources

Credit Facility

We are party to a \$268,620,000 senior secured financing, (as amended from time to time, the “Credit Facility”) with a syndicate of lenders, and PNC Bank, National Association, as administrative agent, consisting of (i) a \$238,620,000 revolving loan facility, subject to borrowing base restrictions, a \$24,000,000 sublimit for borrowings by Canadian borrowers, and a \$20,000,000 sublimit for letters of credit (the “Revolving Facility”) and (ii) a \$30,000,000 term loan facility (the “Term Loans”). The loans under the Credit Facility mature on May 28, 2026. The Credit Facility currently permits the payment of up to \$29,043,000 of dividends and share repurchases for fiscal year 2023, subject to pro forma compliance with financial covenants. In connection with the Credit Facility, the lenders have a security interest in substantially all of our assets.

The Term Loans require quarterly principal payments of \$937,500. The Credit Facility bears interest at rates equal to either SOFR (as defined below) plus a margin of 2.75%, 3.00% or 3.25% or a reference rate plus a margin of 1.75%, 2.00% or 2.25%, in each case depending on the senior leverage ratio as of the applicable measurement date. There is also a facility fee of 0.375% to 0.50%, depending on the senior leverage ratio as of the applicable measurement date. The interest rate on our Term Loans and Revolving Facility was 8.02% and 8.13%, respectively, at March 31, 2023, and 2.99% and 3.13%, respectively, at March 31, 2022.

The Credit Facility, among other things, requires us to maintain certain financial covenants -- including a maximum senior leverage ratio and a minimum fixed charge coverage ratio. In addition, the Credit Facility places limits on our ability to incur liens, incur additional indebtedness, make loans and investments, engage in mergers and acquisitions, engage in asset sales, redeem, or repurchase capital stock, alter the business conducted by us and our subsidiaries, transact with affiliates, prepay, redeem, or purchase subordinated debt, and amend or otherwise alter debt agreements.

On November 3, 2022, we entered into a fourth amendment to the Credit Facility, which among other things, (i) modified the fixed charge coverage ratio financial covenant for the fiscal quarters ending September 30, 2022 and December 31, 2022, (ii) modified the total leverage ratio financial covenant for the quarter ending September 30, 2022, (iii) modified the definition of “Consolidated EBITDA”, and (iv) replaced LIBOR as the benchmark rate with a replacement benchmark based on the Secured Overnight Financing Rate (“SOFR”) effective November 3, 2022. The modifications to the financial covenants were effective as of September 30, 2022.

As of December 31, 2022, we identified certain defaults with respect to the Credit Facility, which arose from non-compliance with certain financial covenants. On February 3, 2023, we entered into the fifth amendment, which among other things, (i) waived certain existing defaults and events of defaults arising from non-compliance with the fixed charge coverage ratio and senior leverage ratio financial covenants as of the end of the fiscal quarter ended December 31, 2022, (ii) modified the fixed charge coverage ratio and senior leverage ratio financial covenant levels for the quarters ending March 31, 2023 and June 30, 2023, (iii) modified the definitions of “Applicable Margin” and “Consolidated EBITDA”, and (iv) added a new minimum undrawn availability financial covenant.

On March 31, 2023, we entered into a sixth amendment to the Credit Facility, which among other things, (i) permitted the issuance of the Convertible Notes (as defined below), (ii) amended the definition of Consolidated EBITDA, and (iii) amended certain component definitions used in calculating the senior leverage ratio financial covenant to exclude the Convertible Notes (as defined below).

We were in compliance with all financial covenants as of March 31, 2023.

We had \$145,200,000 and \$155,000,000 outstanding under the Revolving Facility at March 31, 2023 and 2022, respectively. In addition, \$6,370,000 was reserved for letters of credit at March 31, 2023. At March 31, 2023, after certain adjustments, \$87,050,000 was available under the Revolving Facility.

Convertible Notes

On March 31, 2023, we entered into a note purchase agreement (the “Note Purchase Agreement”) with Bison Capital Partners VI, L.P. and Bison Capital Partners VI-A, L.P. (collectively, the “Purchasers”) and Bison Capital Partners VI, L.P., as the purchaser representative (the “Purchaser Representative”) for the issuance and sale of \$32,000,000 in aggregate principal amount of convertible notes due in 2029 (the “Convertible Notes”) to be used for general corporate purposes. The Convertible Notes bear interest at a rate of 10.0% per annum, compounded annually, and payable (i) in kind or (ii) in cash, annually in arrears on April 1 of each year, commencing on April 1, 2024. On June 8, 2023, we entered into the first amendment to the Note Purchase Agreement, which among other things, removed a provision that specified the Purchasers would be entitled to receive a dividend or distribution payable in certain circumstances. This amendment was effective as of March 31, 2023.

The aggregate proceeds from the offering were approximately \$31,280,000, net of initial purchasers’ fees and other related expenses. The initial conversion rate is 66.6667 shares of our common stock per \$1,000 principal amount of notes (equivalent to an initial conversion price of approximately \$15.00 per share of common stock). At March 31, 2023, we had 28,650,590 shares of our common stock available to be issued if the Convertible Notes were converted.

In connection with the Note Purchase Agreement, we entered into common stock warrants (the “Warrants”) with the Purchasers, which mature on March 30, 2029. The Warrants do not become exercisable unless a Company Redemption (as defined below) occurs and the volume weighted average price of our common stock for 20 consecutive days prior to the redemption is less than \$15.00. The fair value of the Warrants, using Level 3 inputs and the Monte Carlo simulation model, was zero at March 31, 2023. We estimate the fair value of the Warrants at each balance sheet date. Any subsequent changes from the initial recognition in the fair value of the Warrants will be recorded in current period earnings in the consolidated statements of operations.

The Convertible Notes may be converted, subject to certain conditions, at a conversion price of approximately \$15.00 (the “Conversion Option”). The Convertible Notes also include a provision for a return of interest (“Return of Interest”), which requires the Purchasers to return 15.0% of the interest paid to us in certain circumstances. The Return of Interest provision is accounted for as part of the Conversion Option and if the Conversion Option is exercised in the future, the Return of Interest provision will remain outstanding until the Purchaser sells all of the underlying stock received upon conversion. Upon conversion, any value associated with the Return of Interest provision will be reflected as a derivative asset upon conversion, with changes in fair value being recorded in earnings in the consolidated statements of operations until settlement in connection with the sale of the underlying stock by the Purchaser. Unless and until we deliver a redemption notice, the Purchasers of the Convertible Notes may convert their Convertible Notes at any time at their option. Upon conversion, the Convertible Notes will be settled in shares of our common stock. The conversion rate and conversion price are subject to customary adjustments upon the occurrence of certain events. The Convertible Notes have a stated maturity of March 30, 2029, subject to earlier conversion or redemption in accordance with their terms.

If there is a Fundamental Transaction, as defined in the Form of Convertible Promissory Note, we may redeem all or part of the Convertible Notes. Except in the case of the occurrence of a Fundamental Transaction, we may not redeem the Convertible Notes prior to March 31, 2026. After March 31, 2026, we may redeem all or part of the Convertible Notes for a cash purchase (the “Company Redemption”) price equal to the redemption price plus \$4,000,000, but only if (i) we are listed on a national exchange, (ii) there is no “Event of Default” occurring and continuing and (iii) Adjusted EBITDA for the prior four quarters is greater than \$80,000,000. The “Redemption Price” shall mean a cash amount equal to the principal amount of the Convertible Notes to be redeemed, plus accrued and unpaid interest. However, if the volume weighted average price of our common stock for 20 consecutive days prior to the notice of the Company Redemption is less than \$15.00, the Purchasers may exercise the warrants and we will pay the Redemption Price plus \$2,000,000. However, if the volume weighted average price of our common stock is less than \$8 for 20 days between March 31, 2023 and September 27, 2023, we will pay the redemption price plus \$5,000,000.

The Conversion Option and the Company Redemption both met the criteria for bifurcation from the Convertible Notes as derivatives and using the Monte Carlo simulation model were fair valued as a derivative liability of \$10,400,000 and an asset of \$1,970,000 at March 31, 2023, respectively. The Company Redemption has been combined with the Conversion Option as a compound net derivative liability (the “Compound Net Derivative Liability”). The Compound Net Derivative Liability has been recorded within convertible note, related party in the consolidated balance sheet at March 31, 2023. We estimate the fair value of the Compound Net Derivative Liability at each balance sheet date. Any subsequent changes from the initial recognition in the fair value of the Compound Net Derivative Liability will be recorded in current period earnings in the consolidated statements of operations.

The Convertible Notes also contain additional features, such as, default interest and options related to a Fundamental Transaction, requiring bifurcation which were not separately accounted for as the value of such features were not material at March 31, 2023. Any subsequent changes from the initial recognition in the fair value of those features will be recorded in current period earnings in the consolidated statements of operations.

The Convertible Notes include customary provisions relating to the occurrence of Events of Default, which include the following: (i) certain payment defaults on the Convertible Notes; (ii) certain events of bankruptcy, insolvency and reorganization involving us or any of our subsidiaries; (iii) the entering of one or more final judgements or orders against us or any of our subsidiaries for an aggregate payment exceeding \$25,000,000; (iv) the acceleration of senior debt; (v) certain failures of us to comply with certain provisions of the Note Purchase Agreement or material breaches of the Note Purchase Agreement by us or any of our subsidiaries; (vi) any material provision of the Note Purchase Agreement, the Convertible Notes, the guarantee, the subordination agreement, the warrants or the registration rights agreement, for any reason, ceases to be valid and binding on us or any subsidiary, or any subsidiary shall so claim in writing to challenge the validity of or our liability under the Note Purchase Agreement, the Convertible Notes, or the registration rights agreement; or (vii) we fail to maintain the listing of our capital stock on a national securities exchange. Events of Default will be subject to a 30-day cure period except for those related to clause (ii) and (iv) of the preceding sentence.

If an Event of Default occurs and is continuing, then, we shall deliver written notice to the Purchasers within 5 business days of first learning of such Event of Default. If an Event of Default involving bankruptcy, insolvency or reorganization events with respect to us (and not solely with respect to our significant subsidiary) occurs, then the principal amount of, and all accrued and unpaid interest on, all of the Convertible Notes then outstanding will immediately become due and payable without any further action.

Debt issuance costs of \$1,006,000 are presented in the balance sheet as a direct deduction from the carrying amounts of the Convertible Notes at March 31, 2023. Debt issuance costs are amortized using the effective interest method through the maturity of the Convertible Note and recorded in interest expense in the consolidated statements of operations. Debt issuance costs of \$360,000 allocated to the Compound Net Derivative Liability were immediately expensed to interest expense in the consolidated statements of operations for the year ended March 31, 2023.

Additionally, pursuant to the Note Purchase Agreement, subject to certain conditions, the Purchaser Representative shall have the right to nominate one director to serve (the “Investor Director”) on our Board of Directors (the “Board”). If an Investor Director is not currently serving on the Board, and subject to certain other conditions set forth in the Note Purchase Agreement, the Purchaser Representative shall have the right to designate one person to have observation rights with respect to all meetings of the Board. In connection with our entry into the Note Purchase Agreement, we have appointed Douglas Trussler to serve on our Board.

Receivable Discount Programs

We use receivable discount programs with certain customers and their respective banks. Under these programs, we have options to sell those customers’ receivables to those banks at a discount to be agreed upon at the time the receivables are sold. These discount arrangements allow us to accelerate receipt of payment on customers’ receivables. While these arrangements have reduced our working capital needs, there can be no assurance that these programs will continue in the future. Interest expense resulting from these programs would increase if interest rates rise, if utilization of these discounting arrangements expands, if customers extend their payment to us, or if the discount period is extended to reflect more favorable payment terms to customers.

The following is a summary of the receivable discount programs:

	Fiscal Years Ended March 31,	
	2023	2022
Receivables discounted	\$ 548,376,000	\$ 525,441,000
Weighted average days	328	336
Weighted average discount rate	5.3%	1.9%
Amount of discount as interest expense	\$ 26,432,000	\$ 9,197,000

Multi-year Customer Agreements

We have or are renegotiating long-term agreements with many of our major customers. Under these agreements, which in most cases have initial terms of at least four years, we are designated as the exclusive or primary supplier for specified categories of our products. Because of the very competitive nature of the market and the limited number of customers for these products, our customers have sought and obtained price concessions, significant marketing allowances and more favorable delivery and payment terms in consideration for our designation as a customer's exclusive or primary supplier. These incentives differ from contract to contract and can include (i) the issuance of a specified amount of credits against receivables in accordance with a schedule set forth in the relevant contract, (ii) support for a particular customer's research or marketing efforts provided on a scheduled basis, (iii) discounts granted in connection with each individual shipment of product, and (iv) other marketing, research, store expansion or product development support. These contracts typically require that we meet ongoing performance standards.

While these longer-term agreements strengthen our customer relationships, the increased demand for our products often requires that we increase our inventories and personnel. Customer demands that we purchase their Remanufactured Core inventory also require the use of our working capital. The marketing and other allowances we typically grant our customers in connection with our new or expanded customer relationships adversely impact the near-term revenues, profitability and associated cash flows from these arrangements. However, we believe the investment we make in these new or expanded customer relationships will improve our overall liquidity and cash flow from operations over time.

Share Repurchase Program

In August 2018, our board of directors approved an increase in our share repurchase program from \$20,000,000 to \$37,000,000 of our common stock. During fiscal 2023, we did not repurchase any shares of our common stock. During fiscal 2022 and 2021, we repurchased 106,486 and 54,960 shares of our common stock, respectively, for \$1,914,000 and \$1,139,000, respectively. As of March 31, 2023, \$18,745,000 was utilized and \$18,255,000 remains available to repurchase shares under the authorized share repurchase program, subject to the limit in our Credit Facility. We retired the 837,007 shares repurchased under this program through March 31, 2023. Our share repurchase program does not obligate us to acquire any specific number of shares and shares may be repurchased in privately negotiated and/or open market transactions.

Capital Expenditures and Commitments

Our total capital expenditures, including capital leases and non-cash capital expenditures, were \$4,792,000 for fiscal 2023 and \$8,150,000 for fiscal 2022. These capital expenditures primarily include the purchase of equipment for our current operations and the expansion of our operations in Mexico, which was completed during the second quarter of fiscal 2022. We expect to incur approximately \$7,000,000 of capital expenditures primarily to support our current operations during fiscal 2024. We have used and expect to continue using our working capital and additional capital lease obligations to finance these capital expenditures.

Contractual Obligations

The following summarizes our contractual obligations and other commitments as of March 31, 2023 and the effect such obligations could have on our cash flows in future periods:

Contractual Obligations	Payments Due by Period				
	Total	Less than 1 year	1 to 3 years	3 to 5 years	More than 5 years
Finance lease obligations (1)	\$ 5,008,000	\$ 2,064,000	\$ 2,406,000	\$ 532,000	\$ 6,000
Operating lease obligations (2)	113,671,000	13,567,000	24,634,000	21,541,000	53,929,000
Revolving facility (3)	145,200,000	-	-	145,200,000	-
Term loan (4)	14,947,000	4,655,000	8,391,000	1,901,000	-
Convertible notes (5)	56,704,000	-	-	-	56,704,000
Accrued core payment (6)	13,289,000	3,480,000	5,985,000	3,824,000	-
Core bank liability (7)	16,148,000	2,018,000	4,036,000	4,036,000	6,058,000
Finished goods liabilities (8)	1,710,000	1,277,000	433,000	-	-
Unrecognized tax benefits (9)	-	-	-	-	-
Other long-term obligations (10)	63,976,000	14,637,000	22,226,000	19,137,000	7,976,000
Total	\$ 430,653,000	\$ 41,698,000	\$ 68,111,000	\$ 196,171,000	\$ 124,673,000

- (1) Finance lease obligations represent amounts due under finance leases for various types of equipment.
- (2) Operating lease obligations represent amounts due for rent under our leases for all our facilities, certain equipment, and our Company automobile.
- (3) Obligations under our Revolving Facility mature on May 28, 2026. This debt is classified as a short term liability on our balance sheet as we expect to use our working capital to repay the amounts outstanding under our revolving loan.
- (4) Term Loan obligations represent the amounts due for principal payments as well as interest payments to be made. Interest payments were calculated based upon the interest rate for our Term Loan using the SOFR option at March 31, 2023, which was 8.02%.
- (5) Obligations under our Convertible Notes mature on March 30, 2029. There are no future payments required under the Convertible Notes prior to their maturity, therefore, the carrying value of the notes plus interest payable in kind, assuming no early redemption or conversion has occurred, is included in the above table based on their maturity date of March 30, 2029.
- (6) Accrued core payment represents the amounts due for principal of \$12,227,000 and interest payments of \$1,062,000 to be made in connection with the purchases of Remanufactured Cores from our customers, which are held by these customers and remain on their premises.
- (7) The core bank liability represents the amounts due for principal of \$15,268,000 and interest payments of \$880,000 to be made in connection with the return of Used Cores from our customers.
- (8) Finished goods liabilities represents the amounts due for principal of \$1,690,000 and interest payments of \$20,000 to be made in connection with the purchase of finished goods from our customers.
- (9) We are unable to reliably estimate the timing of future payments related to uncertain tax position liabilities at March 31, 2023; therefore, future tax payment accruals related to uncertain tax positions in the amount of \$1,964,000 have been excluded from the table above.
- (10) Other long-term obligations represent commitments we have with certain customers to provide marketing allowances in consideration for multi-year customer agreements to provide products over a defined period. We are not obligated to provide these marketing allowances should our business relationships end with these customers.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Our primary market risk relates to changes in interest rates, foreign currency exchange rates, and customer credit. We do not enter into derivatives or other financial instruments for trading or speculative purposes. As our overseas operations expand, our exposure to the risks associated with foreign currency fluctuations will continue to increase.

Interest rate risk

We are exposed to changes in interest rates primarily as a result of our borrowing and receivable discount programs, which have interest costs that vary with interest rate movements. Our credit facility bears interest at variable base rates, plus an applicable margin. At March 31, 2023, our net debt obligations totaled \$158,143,000. If interest rates were to increase 1%, our net annual interest expense on our credit facility would have increased by approximately \$1,581,000. The weighted average interest on our debt was 8.12% at March 31, 2023 compared to 3.12% at March 31, 2022. In addition, during the year ended March 31, 2023, receivables discounted were \$548,376,000. For each \$500,000,000 of accounts receivable we discount over a period of 180 days, a 1% increase in interest rates would have increased our interest expense by \$2,500,000. The weighted average discount rate on our factored receivables was 5.3% during fiscal 2023 compared with 1.9% for fiscal 2022.

Foreign currency risk

We are exposed to foreign currency exchange risk inherent in our anticipated purchases and expenses denominated in currencies other than the U.S. dollar. We transact business in the following foreign currencies; Mexican pesos, Malaysian ringgit, Singapore dollar, Chinese yuan, and the Canadian dollar. Our primary currency risks result from fluctuations in the value of the Mexican peso and to a lesser extent the Chinese yuan. To mitigate these risks, we enter into forward foreign currency exchange contracts to exchange U.S. dollars for these foreign currencies. The extent to which we use forward foreign currency exchange contracts is periodically reviewed in light of our estimate of market conditions and the terms and length of anticipated requirements. The use of derivative financial instruments allows us to reduce our exposure to the risk that the eventual net cash outflow resulting from funding the expenses of the foreign operations will be materially affected by changes in exchange rates. These contracts generally expire in a year or less. Any changes in the fair values of our forward foreign currency exchange contracts are reflected in current period earnings. Based upon our forward foreign currency exchange contracts related to these currencies, an increase of 10% in exchange rates at March 31, 2023 would have increased our operating expenses by approximately \$4,761,000. During fiscal 2023 and fiscal 2022, a gain of \$2,776,000 and a loss of \$316,000, respectively, was recorded due to the change in the value of the forward foreign currency exchange contracts subsequent to entering into the contracts. In addition, we recorded gains \$6,515,000 and \$1,989,000 in connection with the remeasurement of foreign currency-denominated lease liabilities during fiscal 2023 and fiscal 2022, respectively.

Credit Risk

We regularly review our accounts receivable and allowance for credit losses by considering factors such as historical experience, credit quality and age of the accounts receivable, and the current economic conditions that may affect a customer's ability to pay such amounts owed to us. The majority of our sales are to leading automotive aftermarket parts suppliers. We participate in trade accounts receivable discount programs with our major customers. If the creditworthiness of any of our customers was downgraded, we could be adversely affected, in that we may be subjected to higher interest rates on the use of these programs or we could be forced to wait longer for payment. Should our customers experience significant cash flow problems, our financial position and results of operations could be materially and adversely affected, and the maximum amount of loss that would be incurred would be the outstanding receivable balance, Used Cores expected to be returned by customers, and the value of the Remanufactured Cores held at customers' locations. We maintain an allowance for credit losses that, in our opinion, provides for an adequate reserve to cover losses that may be incurred.

Item 8. Financial Statements and Supplementary Data

The information required by this item is set forth in the consolidated financial statements, commencing on page F-1 included herein.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Management, with the participation of our Chief Executive Officer (“CEO”), Chief Financial Officer (“CFO”) and Chief Accounting Officer (“CAO”), has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a- 15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended, or the “Exchange Act,”) as of the end of the period covered by this Annual Report on Form 10-K.

Our disclosure controls and procedures are designed to provide reasonable assurance that information we are required to disclose in the reports we file or submit under the Exchange Act is accumulated and communicated to our management, including our CEO, CFO and CAO, as appropriate to allow timely decisions regarding required disclosures, and is recorded, processed, summarized, and reported within the time periods specified in the SEC’s rules and forms. Based on this evaluation, our CEO, CFO and CAO have concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of March 31, 2023.

Management’s Annual Report on Internal Control over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) and 15d- 15(f) under the Exchange Act. Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of our financial statements for external purposes in accordance with generally accepted accounting principles.

Management assessed the effectiveness of our internal control over financial reporting as of March 31, 2022 using the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in Internal Control—Integrated Framework (2013). Based on its assessment, our management, including our CEO and CFO, has concluded that our internal control over financial reporting was effective as of March 31, 2023.

The effectiveness of our internal control over financial reporting as of March 31, 2023 has been audited by the Company’s independent registered public accounting firm, Ernst & Young LLP. Their assessment is included in the accompanying Report of Independent Registered Public Accounting Firm on Internal Control over Financial Reporting.

Change in Internal Control Over Financial Reporting

There was no change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) identified in connection with the evaluation of our internal control performed during the period covered by this report, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

Management recognizes that a control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud or error, if any, have been detected. These inherent limitations include the realities that judgments in decision making can be faulty, and that breakdowns can occur because of a simple error or mistake.

Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the controls. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

Item 9B. Other Information

None.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information required by this item is incorporated by reference to our Definitive Proxy Statement in connection with our next Annual Meeting of Stockholders (the “Proxy Statement”).

Item 11. Executive Compensation

The information required by this item is incorporated by reference to the Proxy Statement.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this item is incorporated by reference to the Proxy Statement.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this item is incorporated by reference to the Proxy Statement.

Item 14. Principal Accountant Fees and Services

The information required by this item is incorporated by reference to the Proxy Statement.

PART IV

Item 15. Exhibits, Financial Statement Schedules

a. Documents filed as part of this report:

(1) Index to Consolidated Financial Statements:

Reports of Independent Registered Public Accounting Firm (PCAOB ID No. 42)	58
Consolidated Balance Sheets	F-1
Consolidated Statements of Operations	F-2
Consolidated Statements of Comprehensive Income	F-3
Consolidated Statements of Shareholders' Equity	F-4
Consolidated Statements of Cash Flows	F-5
Notes to Consolidated Financial Statements	F-6

(2) Schedules.

Schedule II — Valuation and Qualifying Accounts	S-1
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(3) Exhibits:

Number	Description of Exhibit	Method of Filing
3.1	Certificate of Incorporation of the Company	Incorporated by reference to Exhibit 3.1 to the Company's Registration Statement on Form SB-2 declared effective on March 22, 1994 (the "1994 Registration Statement").
3.2	Amendment to Certificate of Incorporation of the Company	Incorporated by reference to Exhibit 3.2 to the Company's Registration Statement on Form S-1 (No. 33-97498) declared effective on November 14, 1995 (the "1995 Registration Statement").
3.3	Amendment to Certificate of Incorporation of the Company	Incorporated by reference to Exhibit 3.3 to the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 1997.
3.4	Amendment to Certificate of Incorporation of the Company	Incorporated by reference to Exhibit 3.4 to the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 1998 (the "1998 Form 10-K").
3.5	Amendment to Certificate of Incorporation of the Company	Incorporated by reference to Exhibit C to the Company's proxy statement on Schedule 14A filed with the SEC on November 25, 2003.
3.6	Amended and Restated By-Laws of the Company	Incorporated by reference to Exhibit 3.1 to Current Report on Form 8-K filed on August 24, 2010.
3.7	Certificate of Amendment of the Certificate of Incorporation of the Company	Incorporated by reference to Exhibit 3.1 to Current Report on Form 8-K filed on April 17, 2014.
3.8	Amendment to the Amended and Restated By-Laws of the Company	Incorporated by reference to Exhibit 3.1 to Current Report on Form 8-K filed on June 14, 2016.

Number	Description of Exhibit	Method of Filing
3.9	Amendment to the Amended and Restated By-Laws of the Company	Incorporated by reference to Exhibit 3.1 to Current Report on Form 8-K filed on February 22, 2017.
3.10	Third Amendment to the Amended and Restated By-Laws of the Company	Incorporated by reference to Exhibit 3.1 to Current Report on Form 8-K filed on February 1, 2022.
4.1	Description of the Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934	Incorporated by reference to Exhibit 4.1 to Quarterly Report on Form 10-Q filed on August 9, 2022.
4.2	2004 Non-Employee Director Stock Option Plan	Incorporated by reference to Appendix A to the Proxy Statement on Schedule 14A for the 2004 Annual Shareholders Meeting.
4.3	2010 Incentive Award Plan	Incorporated by reference to Appendix A to the Proxy Statement on Schedule 14A filed on December 15, 2010.
4.4	Amended and Restated 2010 Incentive Award Plan	Incorporated by reference to Appendix A to the Proxy Statement on Schedule 14A filed on March 5, 2013.
4.5	Second Amended and Restated 2010 Incentive Award Plan	Incorporated by reference to Appendix A to the Proxy Statement on Schedule 14A filed on March 3, 2014.
4.6	2014 Non-Employee Director Incentive Award Plan	Incorporated by reference to Appendix B to the Proxy Statement on Schedule 14A filed on March 3, 2014.
4.7	Third Amended and Restated 2010 Incentive Award Plan	Incorporated by reference to Appendix A to the Proxy Statement on Schedule 14A filed on November 20, 2017.
4.8	Fourth Amended and Restated 2010 Incentive Award Plan	Incorporated by reference to Appendix A to the Proxy Statement on Schedule 14A filed on July 24, 2020.
4.9	2022 Incentive Award Plan	Incorporated by reference to Appendix A to the Proxy Statement on Schedule 14A filed on July 29, 2022.
4.10	Form of Convertible Promissory Note	Incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed on March 31, 2023.
4.11	Form of Common Stock Warrant	Incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K filed on March 31, 2023.
4.12	First Amended and Restated Convertible Promissory note	Filed herewith.
4.13	First Amended and Restated Common Stock Warrant	Filed herewith.
10.1	Form of Indemnification Agreement for officers and directors	Incorporated by reference to Exhibit 10.25 to the 1997 Registration Statement.
10.2	Amended and Restated Employment Agreement, dated as of December 31, 2008, by and between the Company and Selwyn Joffe	Incorporated by reference to Exhibit 10.1 to Current Report on Form 8-K filed January 7, 2009.

Number	Description of Exhibit	Method of Filing
10.3	Employment Agreement, dated as of May 18, 2012, between Motorcar Parts of America, Inc., and Selwyn Joffe	Incorporated by reference to Exhibit 10.1 to Current Report on Form 8-K filed on May 24, 2012.
10.4	Form of Stock Option Notice for use in connection with stock options granted to Selwyn Joffe pursuant to the Motorcar Parts of America, Inc. 2010 Incentive Award Plan	Incorporated by reference to Exhibit 10.1 to Current Report on Form 8-K filed on August 12, 2013.
10.5	Form of Stock Option Agreement for use in connection with stock options granted to Selwyn Joffe pursuant to the Motorcar Parts of America, Inc. 2010 Incentive Award Plan	Incorporated by reference to Exhibit 10.2 to Current Report on Form 8-K filed on August 12, 2013.
10.6*	Revolving Credit, Term Loan and Security Agreement, dated as of June 3, 2015, among Motorcar Parts of America, Inc., each lender from time to time party thereto, and PNC Bank, National Association, as administrative agent	Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on June 8, 2015.
10.7	First Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of November 5, 2015, among Motorcar Parts of America, Inc., each lender from time to time party thereto, and PNC Bank, National Association, as administrative agent	Incorporated by reference to Exhibit 10.2 to the Quarterly Report on Form 10-Q filed on November 9, 2015.
10.8	Consent and Second Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of May 19, 2016, among Motorcar Parts of America, Inc., each lender from time to time party thereto, and PNC Bank, National Association, as administrative agent	Incorporated by reference to Exhibit 10.1 to Quarterly Report on Form 10-Q filed on August 9, 2016.
10.9	Third Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of March 24, 2017, among Motorcar Parts of America, Inc., each lender from time to time party thereto, and PNC Bank, National Association, as administrative agent	Incorporated by reference to Exhibit 10.38 to Annual Report on Form 10-K filed on June 14, 2017.
10.10	Fourth Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of April 24, 2017, among Motorcar Parts of America, Inc., each lender from time to time party thereto and PNC Bank, National Association, as administrative agent	Incorporated by reference to Exhibit 10.1 to Current Report on Form 8-K filed on April 27, 2017.

Number	Description of Exhibit	Method of Filing
10.11	Fifth Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of July 18, 2017, among Motorcar Parts of America, Inc., each lender from time to time party thereto and PNC Bank, National Association, as administrative agent	Incorporated by reference to Exhibit 10.1 to Current Report on Form 8-K filed on July 24, 2017.
10.12*	Amended and Restated Credit Facility, dated as of June 5, 2018, among Motorcar Parts of America, Inc., each lender from time to time party thereto and PNC Bank, National Association, as administrative agent	Incorporated by reference to Exhibit 10.1 to the Quarterly Report on Form 10-Q filed on August 9, 2018.
10.13	First Amendment to Amended and Restated Loan Agreement, dated as of November 14, 2018, among Motorcar Parts of America, Inc., D & V Electronics Ltd., each lender from time to time party thereto, and PNC Bank, National Association, as administrative agent	Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on November 20, 2018.
10.14	Amendment No. 2 to Employment Agreement, dated as of February 5, 2019, between Motorcar Parts of America, Inc., and Selwyn Joffe	Incorporated by reference to Exhibit 10.3 to the Quarterly Report on Form 10-Q filed on February 11, 2019.
10.15	Second Amendment to Amended and Restated Loan Agreement, dated as of June 4, 2019, among Motorcar Parts of America, Inc., D&V Electronics Ltd., Dixie Electric Ltd., Dixie Electric Inc., each lender from time to time party thereto, and PNC Bank, National Association, as administrative agent	Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on June 7, 2019.
10.16	Amendment No. 3 to Employment Agreement, dated as of March 30, 2020, between Motorcar Parts of America, Inc., and Selwyn Joffe	Incorporated by reference to Exhibit 10.24 to the Annual Report on Form 10-K filed on June 15, 2020.
10.17	Amendment No. 4 to Employment Agreement, dated as of May 21, 2020, between Motorcar Parts of America, Inc., and Selwyn Joffe	Incorporated by reference to exhibit 10.1 to the Quarterly Report filed on August 10, 2020.
10.18	Third Amendment to Amended and Restated Loan Agreement, dated as of May 28, 2021, among Motorcar Parts of America, Inc., D&V Electronics Ltd., Dixie Electric Ltd., Dixie Electric Inc., each lender from time to time party thereto, and PNC Bank, National Association, as administrative agent	Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on June 2, 2021.

Number	Description of Exhibit	Method of Filing
10.19	Amendment No. 5 to Employment Agreement, dated as of June 18, 2021, between Motorcar Parts of America, Inc., and Selwyn Joffe	Incorporated by reference to Exhibit 10.1 to Quarterly Report on Form 10-Q filed on August 9, 2021.
10.20	Fourth Amendment to Amended and Restated Loan Agreement, dated as of November 3, 2022, among Motorcar Parts of America, Inc., D&V Electronics Ltd., Dixie Electric Ltd., Dixie Electric Inc., each lender from time to time party thereto, and PNC Bank, National Association, as administrative agent	Incorporated by reference to Exhibit 10.1 to the Quarterly Report on Form 10-Q filed on November 9, 2022.
10.21	Fifth Amendment to Amended and Restated Loan Agreement, dated as of February 3, 2023, among Motorcar Parts of America, Inc., D&V Electronics Ltd., Dixie Electric Ltd., Dixie Electric Inc., each lender from time to time party thereto, and PNC Bank, National Association, as administrative agent	Incorporated by reference to Exhibit 10.2 to the Quarterly Report on Form 10-Q filed on February 9, 2023.
10.22	Note Purchase Agreement	Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on March 31, 2023.
10.23	Registration Rights Agreement	Incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed on March 31, 2023.
10.24	Sixth Amendment to Amended and Restated Loan Agreement, dated as of May 28, 2021, among Motorcar Parts of America, Inc., D & V Electronics Ltd., Dixie Electric Ltd., and Dixie Electric Inc., each lender from time to time party thereto, and PNC Bank, National Association, as administrative agent	Incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K filed on March 31, 2023.
10.25	Amendment No. 6 to Employment Agreement, dated March 29, 2023, between Motorcar Parts of America, Inc. and Selwyn Joffe.	Incorporated by reference to Exhibit 10.4 to the Current Report on Form 8-K filed on March 31, 2023.
10.26	First Amendment to Note Purchase Agreement	Filed herewith.
21.1	List of Subsidiaries	Filed herewith.
23.1	Consent of Independent Registered Public Accounting Firm Ernst & Young LLP	Filed herewith.
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes Oxley Act of 2002	Filed herewith.

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31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes Oxley Act of 2002	Filed herewith.
31.3	Certification of Chief Accounting Officer pursuant to Section 302 of the Sarbanes Oxley Act of 2002	Filed herewith.
32.1	Certifications of Chief Executive Officer, Chief Financial Officer and Chief Accounting Officer pursuant to Section 906 of the Sarbanes Oxley Act of 2002	Filed herewith.
101.INS	Inline XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the XBRL document)	Filed herewith.
101.SCM	Inline XBRL Taxonomy Extension Schema Document	Filed herewith.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	Filed herewith.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	Filed herewith.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document	Filed herewith.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	Filed herewith.
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)	Filed herewith.

* Portions of this exhibit have been granted confidential treatment by the SEC.

The agreements and other documents filed as exhibits to this report are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. In particular, any representations and warranties made by us in those agreements or other documents were made solely within the specific context of the relevant agreement or document and may not describe the actual state of affairs as of the date they were made or at any other time.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 15(d) 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.

Dated: June 13, 2023

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

Dated: June 13, 2023

By: /s/ Kamlesh Shah
Kamlesh Shah
Chief Accounting Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this Report on Form 10-K has been signed by the following persons on behalf of the Registrant in the capacities and on the dates indicated:

<u>/s/ Selwyn Joffe</u> Selwyn Joffe	Chief Executive Officer and Director (Principal Executive Officer)	June 13, 2023
<u>/s/ David Lee</u> David Lee	Chief Financial Officer (Principal Financial Officer)	June 13, 2023
<u>/s/ Kamlesh Shah</u> Kamlesh Shah	Chief Accounting Officer (Principal Accounting Officer)	June 13, 2023
<u>/s/ Rudolph Borneo</u> Rudolph Borneo	Director	June 13, 2023
<u>/s/ David Bryan</u> David Bryan	Director	June 13, 2023
<u>/s/ Joseph Ferguson</u> Joseph Ferguson	Director	June 13, 2023
<u>/s/ Philip Gay</u> Philip Gay	Director	June 13, 2023
<u>/s/ Jeffrey Mirvis</u> Jeffrey Mirvis	Director	June 13, 2023
<u>/s/ Jamy Rankin</u> Jamy Rankin	Director	June 13, 2023
<u>/s/ Douglas Trussler</u> Douglas Trussler	Director	June 13, 2023
<u>/s/ Patricia Warfield</u> Patricia Warfield	Director	June 13, 2023
<u>/s/ Barbara Whittaker</u> Barbara Whittaker	Director	June 13, 2023

**MOTORCAR PARTS OF AMERICA, INC.
AND SUBSIDIARIES**

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of Motorcar Parts of America, Inc.

Opinion on Internal Control Over Financial Reporting

We have audited Motorcar Parts of America, Inc. and subsidiaries' internal control over financial reporting as of March 31, 2023, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Motorcar Parts of America, Inc. and subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of March 31, 2023, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of March 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income, shareholders' equity and cash flows for each of the three years in the period ended March 31, 2023, and the related notes and financial statement schedule and our report dated June 13, 2023 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Los Angeles, California
June 13, 2023

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of Motorcar Parts of America, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Motorcar Parts of America, Inc. and subsidiaries (the Company) as of March 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income, shareholders' equity and cash flows for each of the three years in the period ended March 31, 2023, and the related notes and financial statement schedule listed in the Index at Item 15 (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at March 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended March 31, 2023, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of March 31, 2023, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated June 13, 2023 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Contractual Agreements with Core Exchange Programs

Description of the Matter

As more fully described in Note 2 to the consolidated financial statements, the Company enters into contractual arrangements with customers (core exchange programs) which represent the majority of the Company's sales for products that contain remanufactured cores. At March 31, 2023, contract assets and contract liabilities related to core exchange programs recorded on the consolidated balance sheet were \$343,824,000 and \$233,946,000, respectively.

Auditing contract assets and contract liabilities related to the core exchange programs involved complex auditor judgment due to the unique terms of each customer arrangement which impact the completeness, existence, valuation and classification of contract assets and liabilities.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over management's review of contracts with customers, management's assessment of the accounting for core exchange programs, including unique contractual terms, and management's review of the related contract assets and liabilities including controls over the completeness and accuracy of data.

Our audit procedures to test the contract assets and contract liabilities related to core exchange programs included, among others, (i) reviewing agreements and amendments for significant customers, (ii) testing the completeness of management's identification of contractual terms, (iii) evaluating the consistency of the accounting treatment with the Company's policies; and (v) testing the completeness and accuracy of the underlying data used in management's analyses.

Marketing Allowances

Description of the Matter

As more fully described in Note 2 and Note 14 to the consolidated financial statements, revenue is recognized net of applicable marketing allowances. These marketing allowances vary by contract and can include (i) the issuance of a specified amount of credits against receivables, (ii) support for research or marketing efforts, (iii) discounts granted in connection with shipments of product, and (iv) other marketing, research, store expansion or product development support. At March 31, 2023, marketing allowances recorded on the Company's consolidated balance sheet was \$19,997,000, which is presented within contract liabilities.

Auditing the completeness of marketing allowances was complex because marketing allowances vary by contract and could be impacted by unrecorded marketing allowances provided to customers.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the marketing allowances processes. For example, we tested controls over management's review of contracts with customers containing marketing allowances, management's review of the completeness and accuracy of data used in the marketing accrual analysis at period end and management's review of credits issued to customers subsequent to the balance sheet date.

Our audit procedures to test marketing allowances included, among others, reviewing significant contracts with customers, obtaining confirmations of contractual terms and conditions from a sample of the Company's customers, and testing credits issued or payments made to customers throughout the year and subsequent to year-end. We tested the completeness and accuracy of data used in the calculation of the marketing allowance by agreeing contractual terms to the underlying agreements. In addition, we evaluated the relationship between revenue and marketing allowances and assessed subsequent events to determine whether there was any new information that would require adjustments to the amounts recorded.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2007.

Los Angeles, California
June 13, 2023

MOTORCAR PARTS OF AMERICA, INC. AND SUBSIDIARIES
Consolidated Balance Sheets

	<u>March 31, 2023</u>	<u>March 31, 2022</u>
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 11,596,000	\$ 23,016,000
Short-term investments	2,011,000	2,202,000
Accounts receivable — net	119,868,000	85,075,000
Inventory — net	339,675,000	370,503,000
Inventory unreturned	16,579,000	15,001,000
Contract assets	25,443,000	27,500,000
Income tax receivable	2,156,000	301,000
Prepaid expenses and other current assets	20,150,000	13,387,000
Total current assets	<u>537,478,000</u>	<u>536,985,000</u>
Plant and equipment — net	46,052,000	51,062,000
Operating lease assets	87,619,000	81,997,000
Deferred income taxes	32,625,000	26,982,000
Long-term contract assets	318,381,000	310,255,000
Goodwill	3,205,000	3,205,000
Intangible assets — net	2,143,000	3,799,000
Other assets	1,062,000	1,413,000
TOTAL ASSETS	<u>\$ 1,028,565,000</u>	<u>\$ 1,015,698,000</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 119,437,000	\$ 147,469,000
Accrued liabilities	22,329,000	20,966,000
Customer finished goods returns accrual	37,984,000	38,086,000
Contract liabilities	40,340,000	42,496,000
Revolving loan	145,200,000	155,000,000
Other current liabilities	4,871,000	11,930,000
Operating lease liabilities	8,767,000	6,788,000
Current portion of term loan	3,664,000	3,670,000
Total current liabilities	<u>382,592,000</u>	<u>426,405,000</u>
Term loan, less current portion	9,279,000	13,024,000
Convertible notes, related party	30,994,000	-
Contract liabilities, less current portion	193,606,000	172,764,000
Deferred income taxes	718,000	126,000
Operating lease liabilities, less current portion	79,318,000	80,803,000
Other liabilities	11,583,000	7,313,000
Total liabilities	<u>708,090,000</u>	<u>700,435,000</u>
Commitments and contingencies		
Shareholders' equity:		
Preferred stock; par value \$0.01 per share, 5,000,000 shares authorized; none issued	-	-
Series A junior participating preferred stock; par value \$0.01 per share, 20,000 shares authorized; none issued	-	-
Common stock; par value \$0.01 per share, 50,000,000 shares authorized; 19,494,615 and 19,104,751 shares issued and outstanding at March 31, 2023 and 2022, respectively	195,000	191,000
Additional paid-in capital	231,836,000	227,184,000
Retained earnings	88,747,000	92,954,000
Accumulated other comprehensive loss	(303,000)	(5,066,000)
Total shareholders' equity	<u>320,475,000</u>	<u>315,263,000</u>
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	<u>\$ 1,028,565,000</u>	<u>\$ 1,015,698,000</u>

The accompanying notes to consolidated financial statements are an integral part hereof.

MOTORCAR PARTS OF AMERICA, INC. AND SUBSIDIARIES
Consolidated Statements of Operations

	Years Ended March 31,		
	2023	2022	2021
Net sales	\$ 683,074,000	\$ 650,308,000	\$ 540,782,000
Cost of goods sold	569,112,000	532,443,000	431,321,000
Gross profit	113,962,000	117,865,000	109,461,000
Operating expenses:			
General and administrative	54,756,000	57,499,000	53,847,000
Sales and marketing	21,729,000	22,833,000	18,024,000
Research and development	10,322,000	10,502,000	8,563,000
Foreign exchange impact of lease liabilities and forward contracts	(9,291,000)	(1,673,000)	(17,606,000)
Total operating expenses	77,516,000	89,161,000	62,828,000
Operating income	36,446,000	28,704,000	46,633,000
Interest expense, net	39,555,000	15,555,000	15,770,000
(Loss) income before income tax expense	(3,109,000)	13,149,000	30,863,000
Income tax expense	1,098,000	5,788,000	9,387,000
Net (loss) income	\$ (4,207,000)	\$ 7,361,000	\$ 21,476,000
Basic net (loss) income per share	\$ (0.22)	\$ 0.38	\$ 1.13
Diluted net (loss) income per share	\$ (0.22)	\$ 0.38	\$ 1.11
Weighted average number of shares outstanding:			
Basic	19,340,246	19,119,727	19,023,145
Diluted	19,340,246	19,559,646	19,387,555

The accompanying notes to consolidated financial statements are an integral part hereof.

MOTORCAR PARTS OF AMERICA, INC. AND SUBSIDIARIES
Consolidated Statements of Comprehensive Income

	Years Ended March 31,		
	2023	2022	2021
Net (loss) income	\$ (4,207,000)	\$ 7,361,000	\$ 21,476,000
Other comprehensive income (loss), net of tax:			
Foreign currency translation income (loss)	<u>4,763,000</u>	<u>2,630,000</u>	<u>(328,000)</u>
Total other comprehensive income (loss), net of tax	<u>4,763,000</u>	<u>2,630,000</u>	<u>(328,000)</u>
Comprehensive income	<u>\$ 556,000</u>	<u>\$ 9,991,000</u>	<u>\$ 21,148,000</u>

The accompanying notes to consolidated financial statements are an integral part hereof.

MOTORCAR PARTS OF AMERICA, INC. AND SUBSIDIARIES
Consolidated Statements of Shareholders' Equity

	<u>Common Stock</u>		<u>Additional Paid-in Capital Common Stock</u>	<u>Retained Earnings</u>	<u>Accumulated Other Comprehensive Loss (Income)</u>	<u>Total</u>
	<u>Shares</u>	<u>Amount</u>				
Balance at March 31, 2020	18,969,380	\$ 190,000	\$ 218,581,000	\$ 64,117,000	\$ (7,368,000)	\$ 275,520,000
Compensation recognized under employee stock plans	-	-	5,247,000	-	-	5,247,000
Exercise of stock options	58,848	-	719,000	-	-	719,000
Issuance of common stock upon vesting of RSUs, net of shares withheld for employee taxes	72,118	1,000	(351,000)	-	-	(350,000)
Repurchase and cancellation of treasury stock, including fees	(54,960)	(1,000)	(1,138,000)	-	-	(1,139,000)
Foreign currency translation	-	-	-	-	(328,000)	(328,000)
Net income	-	-	-	21,476,000	-	21,476,000
Balance at March 31, 2021	19,045,386	\$ 190,000	\$ 223,058,000	\$ 85,593,000	\$ (7,696,000)	\$ 301,145,000
Compensation recognized under employee stock plans	-	-	7,287,000	-	-	7,287,000
Exercise of stock options, net of shares withheld for employee taxes and net share settlement of exercise price	33,996	-	499,000	-	-	499,000
Issuance of common stock upon vesting of RSUs, net of shares withheld for employee taxes	131,855	2,000	(1,747,000)	-	-	(1,745,000)
Repurchase and cancellation of treasury stock, including fees	(106,486)	(1,000)	(1,913,000)	-	-	(1,914,000)
Foreign currency translation	-	-	-	-	2,630,000	2,630,000
Net income	-	-	-	7,361,000	-	7,361,000
Balance at March 31, 2022	19,104,751	\$ 191,000	\$ 227,184,000	\$ 92,954,000	\$ (5,066,000)	\$ 315,263,000
Compensation recognized under employee stock plans	-	-	4,685,000	-	-	4,685,000
Exercise of stock options, net of shares withheld for employee taxes and net share settlement of exercise price	236,199	2,000	938,000	-	-	940,000
Issuance of common stock upon vesting of RSUs, net of shares withheld for employee taxes	153,665	2,000	(971,000)	-	-	(969,000)
Foreign currency translation	-	-	-	-	4,763,000	4,763,000
Net loss	-	-	-	(4,207,000)	-	(4,207,000)
Balance at March 31, 2023	19,494,615	\$ 195,000	\$ 231,836,000	\$ 88,747,000	\$ (303,000)	\$ 320,475,000

The accompanying notes to consolidated financial statements are an integral part hereof.

MOTORCAR PARTS OF AMERICA, INC. AND SUBSIDIARIES
Consolidated Statements of Cash Flows

	Years Ended March 31,		
	2023	2022	2021
Cash flows from operating activities:			
Net (loss) income	\$ (4,207,000)	\$ 7,361,000	\$ 21,476,000
Adjustments to reconcile net income to net cash (used in) provided by operating activities:			
Depreciation and amortization	10,984,000	11,338,000	9,573,000
Amortization of intangible assets	1,460,000	1,548,000	1,571,000
Amortization and write-off of debt issuance costs	663,000	623,000	859,000
Amortization of interest on contract liabilities, net	940,000	879,000	924,000
Accrued interest on convertible notes, related party	9,000	-	-
Amortization of core premiums paid to customers	11,113,000	11,242,000	6,590,000
Amortization of finished goods premiums paid to customers	678,000	718,000	101,000
Non-cash lease expense	8,348,000	7,447,000	7,102,000
Foreign exchange impact of lease liabilities and forward contracts	(9,291,000)	(1,673,000)	(17,606,000)
Foreign currency remeasurement loss (gain)	1,408,000	48,000	(1,500,000)
Loss due to the change in the fair value of the contingent consideration	-	67,000	230,000
Loss (gain) on short-term investments	181,000	(163,000)	(521,000)
Net provision for inventory reserves	18,851,000	13,504,000	12,803,000
Net provision for customer payment discrepancies	2,112,000	2,142,000	694,000
Net provision for doubtful accounts	108,000	95,000	(1,000)
Deferred income taxes	(5,207,000)	(7,442,000)	(433,000)
Share-based compensation expense	4,685,000	7,287,000	5,247,000
Loss on disposal of plant and equipment	17,000	36,000	29,000
Change in operating assets and liabilities, net of effects of acquisitions:			
Accounts receivable	(37,176,000)	(24,145,000)	28,364,000
Inventory	10,423,000	(95,529,000)	(73,564,000)
Inventory unreturned	(1,531,000)	(437,000)	(5,514,000)
Income tax receivable	(2,030,000)	111,000	3,200,000
Prepaid expenses and other current assets	(2,906,000)	(682,000)	(2,763,000)
Other assets	435,000	122,000	523,000
Accounts payable and accrued liabilities	(23,757,000)	17,453,000	55,958,000
Customer finished goods returns accrual	(201,000)	6,533,000	6,138,000
Contract assets, net	(17,560,000)	(52,474,000)	(43,871,000)
Contract liabilities, net	17,719,000	48,056,000	45,118,000
Operating lease liabilities	(7,141,000)	(5,442,000)	(6,376,000)
Other liabilities	(881,000)	6,515,000	1,738,000
Net cash (used in) provided by operating activities	<u>(21,754,000)</u>	<u>(44,862,000)</u>	<u>56,089,000</u>
Cash flows from investing activities:			
Purchase of plant and equipment	(4,201,000)	(7,550,000)	(13,942,000)
Proceeds from sale of plant and equipment	-	-	8,000
Redemptions of (payments for) short term investments	10,000	(388,000)	(280,000)
Net cash used in investing activities	<u>(4,191,000)</u>	<u>(7,938,000)</u>	<u>(14,214,000)</u>
Cash flows from financing activities:			
Borrowings under revolving loan	65,000,000	107,000,000	27,000,000
Repayments under revolving loan	(74,800,000)	(36,000,000)	(95,000,000)
Repayments of term loan	(3,750,000)	(3,750,000)	(3,750,000)
Proceeds from issuance of convertible notes, related party	32,000,000	-	-
Payments for debt issuance costs	(1,716,000)	(1,159,000)	-
Payments on finance lease obligations	(2,397,000)	(2,716,000)	(2,442,000)
Payment of contingent consideration	-	-	(1,605,000)
Exercise of stock options	940,000	499,000	719,000
Cash used to net share settle equity awards	(969,000)	(1,745,000)	(350,000)
Repurchase of common stock, including fees	-	(1,914,000)	(1,139,000)
Net cash provided by (used in) financing activities	<u>14,308,000</u>	<u>60,215,000</u>	<u>(76,567,000)</u>
Effect of exchange rate changes on cash and cash equivalents	217,000	78,000	599,000
Net (decrease) increase in cash and cash equivalents	<u>(11,420,000)</u>	<u>7,493,000</u>	<u>(34,093,000)</u>
Cash and cash equivalents — Beginning of year	23,016,000	15,523,000	49,616,000
Cash and cash equivalents — End of year	<u>\$ 11,596,000</u>	<u>\$ 23,016,000</u>	<u>\$ 15,523,000</u>
Supplemental disclosures of cash flow information:			
Cash paid for interest, net	\$ 37,772,000	\$ 13,994,000	\$ 14,066,000
Cash paid for income taxes, net of refunds	14,198,000	6,746,000	3,027,000
Cash paid for operating leases	12,055,000	10,406,000	10,878,000
Cash paid for finance leases	2,659,000	3,061,000	2,821,000

Plant and equipment acquired under finance lease	1,246,000	836,000	4,102,000
Assets acquired under operating leases	7,832,000	16,187,000	16,484,000
Non-cash capital expenditures	6,000	661,000	857,000
Debt issuance costs included in accounts payable and accrued liabilities	476,000	-	-

The accompanying notes to consolidated financial statements are an integral part hereof.

MOTORCAR PARTS OF AMERICA, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

1. Company Background and Organization

Motorcar Parts of America, Inc. and its subsidiaries (the “Company”, or “MPA”) is a leading supplier of automotive aftermarket non-discretionary replacement parts, and test solutions and diagnostic equipment. These replacement parts are primarily sold to automotive retail chain stores and warehouse distributors throughout North America and to major automobile manufacturers for both their aftermarket programs and warranty replacement programs (“OES”). The Company’s test solutions and diagnostic equipment primarily serves the global automotive component and powertrain testing market. The Company’s products include (i) light duty and heavy duty rotating electrical products such as alternators and starters, (ii) wheel hub assemblies and bearings, (iii) brake-related products, which include brake calipers, brake boosters, brake rotors, brake pads, brake shoes, and brake master cylinders, and (iv) other products, which include (a) turbochargers and (b) test solutions and diagnostic equipment including: (i) applications for combustion engine vehicles, including bench top testers for alternators and starters, (ii) test solutions and diagnostic equipment for the pre- and post-production of electric vehicles, (iii) software emulation of power systems applications for the electrification of all forms of transportation (including automobiles, trucks and the emerging electrification of systems within the aerospace industry, such as electric vehicle charging stations).

The Company primarily ships its products from its facilities, including the Company’s 410,000 square foot distribution center in Tijuana, Mexico, and various third-party warehouse distribution centers in North America.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of Motorcar Parts of America, Inc. and its wholly owned subsidiaries. All significant inter-company accounts and transactions have been eliminated.

Segment Reporting

The Company’s three operating segments are as follows:

- **Hard Parts**, including (i) light duty rotating electric products such as alternators and starters, (ii) wheel hub products, (iii) brake-related products, including brake calipers, brake boosters, brake rotors, brake pads and brake master cylinders, and (iv) turbochargers,
- **Test Solutions and Diagnostic Equipment**, including (i) applications for combustion engine vehicles, including bench top testers for alternators and starters, (ii) test solutions and diagnostic equipment for the pre- and post-production of electric vehicles, (iii) software emulation of power systems applications for the electrification of all forms of transportation (including automobiles, trucks and the emerging electrification of systems within the aerospace industry, such as electric vehicle charging stations), and
- **Heavy Duty**, including non-discretionary automotive aftermarket replacement hard parts for heavy-duty truck, industrial, marine, and agricultural applications.

Prior to the fourth quarter of fiscal 2023, the Company’s operating segments met the aggregation criteria and were aggregated. Effective as of the fourth quarter of fiscal 2023, the Company revised its segment reporting as it determined that its three operating segments no longer met the criteria to be aggregated. The Company’s Hard Parts operating segment meets the criteria of a reportable segment. The Test Solutions and Diagnostic Equipment and Heavy Duty are not material, are not separately reportable, and are included within the “all other” category. See Note 19 for more information.

Cash and Cash Equivalents

Cash primarily consists of cash on hand and bank deposits. Cash equivalents consist of money market funds. The Company considers all highly liquid investments purchased with an original or remaining maturity of less than three months at the date of purchase to be cash equivalents. Cash and cash equivalents are maintained with various financial institutions.

Accounts Receivable

The Company's accounts receivable are recorded at amortized cost less an allowance for credit losses that are not expected to be recovered. The net amount of accounts receivable and corresponding allowance for credit losses are presented in the consolidated balance sheets. The Company maintains allowances for credit losses resulting from the expected failure or inability of its customers to make required payments. The Company does not require collateral for accounts receivable. The Company believes its credit risk with respect to trade accounts receivable is limited due to its credit evaluation process and the long-term nature of its relationships with its largest customers. The Company utilizes a historical loss rate method, adjusted for any changes in economic conditions or risk characteristics, to estimate its expected credit losses each period. When developing an estimate of expected credit losses, the Company considers all available relevant information regarding the collectability of cash flows, including historical information, current conditions, and reasonable and supportable forecasts of future economic conditions over the contractual life of the receivable. The historical loss rate method considers past write-offs of trade accounts receivable over a period commensurate with the initial term of the Company's contracts with its customers. The Company recognizes the allowance for credit losses at inception and reassesses quarterly based on management's expectation of the asset's collectability. The Company's accounts receivable are short-term in nature and written off only when all collection attempts have failed.

The Company has receivable discount programs that have been established with certain major customers and their respective banks. Under these programs, the Company has the option to sell those customers' receivables to those banks at a discount to be agreed upon at the time the receivables are sold. Once the customer chooses which outstanding invoices are going to be made available for discounting, the Company can accept or decline the bundle of invoices provided. The receivable discount programs are non-recourse, and funds cannot be reclaimed by the customer or its bank after the related invoices have been discounted.

Inventory

Inventory is comprised of: (i) Used Core and component raw materials, (ii) work-in-process, (iii) remanufactured finished goods and purchased finished goods.

Used Core, component raw materials, and purchased finished goods are stated at the lower of average cost or net realizable value.

Work-in-process is in various stages of production and is valued at the average cost of Used Cores and component raw materials issued to work orders still open, including allocations of labor and overhead costs. Historically, work-in-process inventory has not been material compared to the total inventory balance.

Remanufactured finished goods include: (i) the Used Core cost and (ii) the cost of component raw materials, and allocations of labor and variable and fixed overhead costs (the "Unit Cost"). The allocations of labor and variable and fixed overhead costs are based on the actual use of the production facilities over the prior 12 months which approximates normal capacity. This method prevents the distortion in allocated labor and overhead costs that would occur during short periods of abnormally low or high production. In addition, the Company excludes certain unallocated overhead such as severance costs, duplicative facility overhead costs, start-up costs, training, and spoilage from the calculation and expenses these unallocated overhead costs as period costs. Purchased finished goods also include an allocation of fixed overhead costs.

The estimate of net realizable value is subjective and based on management's judgment and knowledge of current industry demand and management's projections of industry demand. The estimates may, therefore, be revised if there are changes in the overall market for the Company's products or market changes that in management's judgment impact its ability to sell or liquidate potentially excess or obsolete inventory. Net realizable value is determined at least quarterly as follows:

- Net realizable value for finished goods by customer, by product line are determined based on the agreed upon selling price with the customer for a product in the trailing 12 months. The Company compares the average selling price, including any discounts and allowances, to the finished goods cost of on-hand inventory, less any reserve for excess and obsolete inventory. Any reduction of value is recorded as cost of goods sold in the period in which the revaluation is identified.
- Net realizable value for Used Cores are determined based on current core purchase prices from core brokers to the extent that core purchases in the trailing 12 months are significant. Remanufacturing consumes, on average, more than one Used Core for each remanufactured unit produced since not all Used Cores are reusable. The yield rates depend upon both the product and consumer specifications. The Company purchases Used Cores from core brokers to supplement its yield rates and Used Cores not returned under the core exchange programs. The Company also considers the net selling price its customers have agreed to pay for Used Cores that are not returned under its core exchange programs to assess whether Used Core cost exceeds Used Core net realizable value on a by customer, by product line basis. Any reduction of core cost is recorded as cost of goods sold in the period in which the revaluation is identified.
- The Company records an allowance for potentially excess and obsolete inventory based upon recent sales history, the quantity of inventory on-hand, and a forecast of potential use of the inventory. The Company periodically reviews inventory to identify excess quantities and part numbers that are experiencing a reduction in demand. Any part numbers with quantities identified during this process are reserved for at rates based upon management's judgment, historical rates, and consideration of possible scrap and liquidation values which may be as high as 100% of cost if no liquidation market exists for the part. As a result of this process, the Company recorded reserves for excess and obsolete inventory of \$16,436,000 and \$13,520,000 at March 31, 2023 and 2022, respectively. This increase in the reserve was primarily due to excess inventory of certain finished goods on hand at March 31, 2023 compared with March 31, 2022.

The Company records vendor discounts as a reduction of inventories and are recognized as a reduction to cost of sales as the inventories are sold.

Inventory Unreturned

Inventory unreturned represents the Company's estimate, based on historical data and prospective information provided directly by the customer, of finished goods shipped to customers that the Company expects to be returned under its general right of return policy, after the balance sheet date. Inventory unreturned includes only the Unit Cost of a finished good. The return rate is calculated based on expected returns within the normal operating cycle, which is generally one year. As such, the related amounts are classified in current assets. Inventory unreturned is valued in the same manner as the Company's finished goods inventory.

Contract Assets

Contract assets consists of: (i) the core portion of the finished goods shipped to customers, (ii) upfront payments to customers in connection with customer contracts, (iii) core premiums paid to customers, (iv) finished goods premiums paid to customers, and (v) long-term core inventory deposits.

Remanufactured Cores held at customers' locations as a part of the finished goods sold to the customer are classified as long-term contract assets. These assets are valued at the lower of cost or net realizable value of Used Cores on hand (See Inventory above). For these Remanufactured Cores, the Company expects the finished good containing the Remanufactured Core to be returned under the Company's general right of return policy or a similar Used Core to be returned to the Company by the customer, under the Company's core exchange programs, in each case for credit. The Remanufactured Cores and Used Cores returned by consumers to the Company's customers but not yet returned to the Company are classified as "Cores expected to be returned by customers", which are included in short-term contract assets until the Company physically receives them during its normal operating cycle, which is generally one year.

Upfront payments to customers represent marketing allowances, such as sign-on bonuses, slotting fees, and promotional allowances provided by the Company to its customers. These allowances are recognized as an asset and amortized over the appropriate period of time as a reduction of revenue if the Company expects to generate future revenues associated with the upfront payment. If the Company does not expect to generate additional revenue, then the upfront payment is recognized in the consolidated statements of operations when payment occurs as a reduction of revenue. Upfront payments expected to be amortized during the Company's normal operating cycle, which is generally one year, are classified as short-term contract assets.

Core premiums paid to customers represent the difference between the Remanufactured Core acquisition price paid to customers, generally in connection with new business, and the related Used Core cost. The core premiums are treated as an asset and recognized as a reduction of revenue through the later of the date at which related revenue is recognized or the date at which the sales incentive is offered. The Company considers, among other things, the length of its largest ongoing customer relationships, duration of customer contracts, and the average life of vehicles on the road in determining the appropriate period of time over which to amortize these premiums. These core premiums are amortized over a period typically ranging from six to eight years, adjusted for specific circumstances associated with the arrangement. Core premiums are recorded as long-term contract assets. Core premiums expected to be amortized within the Company's normal operating cycle, which is generally one year, are classified as short-term contract assets.

Finished goods premiums paid to customers represent the difference between the finished good acquisition price paid to customers, generally in connection with new business, and the related finished good cost, which is treated as an asset and recognized as a reduction of revenue through the later of the date at which related revenue is recognized or the date at which the sales incentive is offered. The Company considers, among other things, the length of its largest ongoing customer relationships, duration of customer contracts, and the average life of vehicles on the road in determining the appropriate period of time over which to amortize these premiums. Finished goods premiums are amortized over a period typically ranging from six to eight years, adjusted for specific circumstances associated with the arrangement. Finished goods premiums are recorded as long-term contract assets. Finished goods premiums expected to be amortized within our normal operating cycle, which is generally one year, are classified as short-term contract assets.

Long-term core inventory deposits represent the cost of Remanufactured Cores the Company has purchased from customers, which are held by the customers and remain on the customers' premises. The costs of these Remanufactured Cores were established at the time of the transaction based on the then current cost. The selling value of these Remanufactured Cores was established based on agreed upon amounts with these customers. The Company expects to realize the selling value and the related cost of these Remanufactured Cores should its relationship with a customer end, a possibility that the Company considers remote based on existing long-term customer agreements and historical experience.

Customer Finished Goods Returns Accrual

The customer finished goods returns accrual represents the Company's estimate of its exposure to customer returns, including warranty returns, under its general right of return policy to allow customers to return items that their end user customers have returned to them and from time to time, stock adjustment returns when the customers' inventory of certain product lines exceeds the anticipated sales to end-user customers. The customer finished goods returns accrual represents the Unit Value of the estimated returns and is classified as a current liability due to the expectation that these returns will occur within the normal operating cycle of one year.

Income Taxes

The Company accounts for income taxes using the liability method, which measures deferred income taxes by applying enacted statutory rates in effect at the balance sheet date to the differences between the tax basis of assets and liabilities and their reported amounts in the financial statements. The resulting asset or liability is adjusted to reflect changes in the tax laws as they occur. A valuation allowance is provided to reduce deferred tax assets when it is more likely than not that a portion of the deferred tax asset will not be realized.

The primary components of the Company's income tax expense were (i) federal income taxes, (ii) state income taxes, (iii) foreign income taxed at rates that are different from the federal statutory rate, (iv) change in realizable deferred tax items, (v) impact of the non-deductible executive compensation under Internal Revenue Code Section 162(m), and (vi) income taxes associated with uncertain tax positions.

Realization of deferred tax assets is dependent upon the Company's ability to generate sufficient future taxable income. Significant judgment is required in determining the Company's provision for income taxes, deferred tax assets and liabilities and any valuation allowance recorded against the Company's net deferred tax assets. The Company makes these estimates and judgments about its future taxable income that are based on assumptions that are consistent with the Company's future plans. A valuation allowance is established when the Company believes it is not more likely than not all or some deferred tax assets will be realized. In evaluating the Company's ability to recover deferred tax assets within the jurisdiction in which they arise, the Company considers all available positive and negative evidence. Deferred tax assets arising primarily as a result of net operating loss carry-forwards and research and development credits in connection with the Company's Canadian operations have been offset completely by a valuation allowance due to the uncertainty of their utilization in future periods. Should the actual amount differ from the Company's estimates, the amount of the valuation allowance could be impacted.

The Company has made an accounting policy election to recognize the U.S. tax effects of global intangible low-taxed income as a component of income tax expense in the period the tax arises.

Plant and Equipment

Plant and equipment are stated at cost, less accumulated depreciation. The cost of additions and improvements are capitalized, while maintenance and repairs are charged to expense when incurred. Depreciation is provided on a straight-line basis in amounts sufficient to relate the cost of depreciable assets to operations over their estimated service lives. Machinery and equipment are depreciated over a range from five to ten years. Office equipment and fixtures are depreciated over a range from three to ten years. Leasehold improvements are depreciated over the lives of the respective leases or the service lives of the leasehold improvements, whichever is shorter. Depreciation of assets recorded under finance leases is included in depreciation expense. The Company evaluates plant and equipment, including leasehold improvements, equipment, construction in progress, and right-of-use assets for impairment whenever events or circumstances indicate that the carrying value of an asset or asset group may not be recoverable. There was no impairment recorded during the years ended March 31, 2023, 2022, or 2021.

Leases

The Company determines if an arrangement contains a lease at inception. Lease assets and lease liabilities are recorded based on the present value of lease payments over the lease term, which includes the minimum unconditional term of the lease. Certain of the Company's leases include options to extend the leases for up to five years. When the Company has the option to extend the lease term, terminate the lease before the contractual expiration date, or purchase the leased asset, and it is reasonably certain that it will exercise the option, the option is considered in determining the classification and measurement of the lease. The lease assets are recorded net of any lease incentives received. The Company exempts leases with an initial term of 12 months or less from balance sheet recognition and, for all classes of assets, combines non-lease components with lease components. Lease assets are tested for impairment in the same manner as long-lived assets used in operations.

The Company uses its incremental borrowing rate for each of its leases in determining the present value of its expected lease payments based on the information available at the lease commencement date as the rate implicit for each of its leases is not readily determinable. The Company's incremental borrowing rate is determined by analyzing and combining (i) an applicable risk-free rate, (ii) a financial spread adjustment, and (iii) any lease specific adjustment. Certain leases contain provisions for property-related costs that are variable in nature for which the Company is responsible, including common area maintenance and other property operating services, which are expensed as incurred and not included in the determination of lease assets and lease liabilities. These costs are calculated based on a variety of factors including property values, tax and utility rates, property services fees, and other factors. The Company records rent expense for operating leases, some of which have escalating rent payments, on a straight-line basis over the lease term.

The Company has material non-functional currency leases. As required for other monetary liabilities, lessees shall remeasure a foreign currency-denominated lease liability using the exchange rate at each reporting date, but the lease assets are nonmonetary assets measured at historical rates, which are not affected by subsequent changes in the exchange rates. The Company recorded gains of \$6,515,000, \$1,989,000 and \$9,893,000 during the years ended March 31, 2023, 2022 and 2021, respectively, which are included in foreign exchange impact of lease liabilities and forward contracts in the consolidated statements of operations. See Note 10 for additional information regarding the Company's leases.

Goodwill

The Company evaluates goodwill for impairment at least annually during the fourth quarter of each fiscal year or more frequently when an event occurs or circumstances change that indicate the carrying value may not be recoverable. The goodwill impairment test is performed at the reporting unit level, which represents the Company's operating segments. In testing for goodwill impairment, the Company may elect to utilize a qualitative assessment to evaluate whether it is more likely than not that the fair value of the reporting unit is less than its carrying amount. If the Company's qualitative assessment indicates that goodwill impairment is more likely than not, it will proceed with performing the quantitative assessment. If the fair value of the reporting unit exceeds its carrying value, goodwill is not considered impaired. If the carrying value of the reporting unit exceeds its fair value an impairment loss will be recognized for the amount by which the carrying value exceeds the reporting unit's fair value. The Company completes the required annual testing of goodwill impairment for each of the reporting units during the fourth quarter of the year. No impairment was recorded during the years ended March 31, 2023, 2022, or 2021.

Intangible Assets

The Company's intangible assets other than goodwill are finite-lived and amortized on a straight-line basis over their respective useful lives. The Company analyzes its finite-lived intangible assets for impairment when and if indicators of impairment exist. No impairment was recorded during the years ended March 31, 2023, 2022, or 2021.

Debt Issuance Costs

Debt issuance costs include fees and costs incurred to obtain financing. Debt issuance costs related to the Company's term loans and convertible notes are presented in the balance sheet as a direct deduction from carrying amounts of the respective debt. Debt issuance costs related to the Company's revolving loan are presented in prepaid expenses and other current assets in the accompanying consolidated balance sheets, regardless of whether or not there are any outstanding borrowings under the revolving loan. These fees and costs are amortized using the straight-line method, which approximates the effective interest rate method, over the terms of the related loans and notes and are included in interest expense in the Company's consolidated statements of operations.

Foreign Currency Translation

For financial reporting purposes, the functional currency of the foreign subsidiaries is the local currency. The assets and liabilities of foreign operations for which the local currency is the functional currency are translated into the U.S. dollar at the exchange rate in effect at the balance sheet date, while revenues and expenses are translated at average exchange rates during the year. The accumulated foreign currency translation adjustment is presented as a component of comprehensive income or loss in the consolidated statements of shareholders' equity. During the year ended March 31, 2023, aggregate foreign currency transaction losses of \$1,401,000 and gains of \$239,000 and \$1,144,000 for the years ended March 31, 2022 and 2021, respectively, were recorded in general and administrative expenses.

Revenue Recognition

Revenue is recognized when performance obligations under the terms of a contract with the Company's customers are satisfied; generally, this occurs with the transfer of control of its products. Revenue is measured as the amount of consideration the Company expects to receive in exchange for transferring goods or providing services. Revenue is recognized net of all anticipated returns, marketing allowances, volume discounts, and other forms of variable consideration. Revenue is recognized either when products are shipped or when delivered, depending on the applicable contract terms.

The price of a finished remanufactured product sold to customers is generally comprised of separately invoiced amounts for the Remanufactured Core included in the product (“Remanufactured Core value”) and the unit portion included in the product (“Unit Value”), for which revenue is recorded based on our then current price list, net of applicable discounts and allowances. The Remanufactured Core value is recorded as a net revenue based upon the estimate of Used Cores that will not be returned by the customer for credit. These estimates are subjective and based on management’s judgment and knowledge of historical, current, and projected return rates. As reconciliations are completed with the customers the actual rates at which Used Cores are not being returned may differ from the current estimates. This may result in periodic adjustments of the estimated contract asset and liability amounts recorded and may impact the projected revenue recognition rates used to record the estimated future revenue. These estimates may also be revised if there are changes in contractual arrangements with customers, or changes in business practices. A significant portion of the remanufactured automotive parts sold to customers are replaced by similar Used Cores sent back for credit by customers under the core exchange programs (as described in further detail below). The number of Used Cores sent back under the core exchange programs is generally limited to the number of similar Remanufactured Cores previously shipped to each customer.

Revenue Recognition — Core Exchange Programs

Full price Remanufactured Cores: When remanufactured products are shipped, certain customers are invoiced for the Remanufactured Core value of the product at the full Remanufactured Core sales price. For these Remanufactured Cores, revenue is only recognized based upon an estimate of the rate at which these customers will pay cash for Remanufactured Cores in lieu of sending back similar Used Cores for credits under the core exchange programs. The remainder of the full price Remanufactured Core value invoiced to these customers is established as a long-term contract liability rather than being recognized as revenue in the period the products are shipped as the Company expects these Remanufactured Cores to be returned for credit under its core exchange programs.

Nominal price Remanufactured Cores: Certain other customers are invoiced for the Remanufactured Core value of the product shipped at a nominal (generally \$0.01 or less) Remanufactured Core price. For these nominal Remanufactured Cores, revenue is only recognized based upon an estimate of the rate at which these customers will pay cash for Remanufactured Cores in lieu of sending back similar Used Cores for credits under the core exchange programs. Revenue amounts are calculated based on contractually agreed upon pricing for these Remanufactured Cores for which the customers are not returning similar Used Cores. The remainder of the nominal price Remanufactured Core value invoiced to these customers is established as a long-term contract liability rather than being recognized as revenue in the period the products are shipped as the Company expects these Remanufactured Cores to be returned for credit under its core exchange programs.

Revenue Recognition; General Right of Return

Customers are allowed to return goods that their end-user customers have returned to them, whether or not the returned item is defective (warranty returns). In addition, under the terms of certain agreements and industry practice, customers from time to time are allowed stock adjustments when their inventory of certain product lines exceeds the anticipated sales to end-user customers (stock adjustment returns). Customers have various contractual rights for stock adjustment returns, which are typically less than 5% of units sold. In some instances, a higher level of returns is allowed in connection with significant restocking orders. The aggregate returns are generally limited to less than 20% of unit sales.

The allowance for warranty returns is established based on a historical analysis of the level of this type of return as a percentage of total unit sales. The allowance for stock adjustment returns is based on specific customer inventory levels, inventory movements, and information on the estimated timing of stock adjustment returns provided by customers. Stock adjustment returns do not occur at any specific time during the year. The return rate for stock adjustments is calculated based on expected returns within the normal operating cycle, which is generally one year.

The Unit Value of the warranty and stock adjustment returns are treated as reductions of revenue based on the estimations made at the time of the sale. The Remanufactured Core value of warranty and stock adjustment returns are provided for as indicated in the paragraph “Revenue Recognition – Core Exchange Programs”.

As is standard in the industry, the Company only accepts returns from on-going customers. If a customer ceases doing business with the Company, it has no further obligation to accept additional product returns from that customer. Similarly, the Company accepts product returns and grants appropriate credits to new customers from the time the new customer relationship is established.

Shipping Costs

The Company includes shipping and handling charges in the gross invoice price to customers and classifies the total amount as revenue. All shipping and handling costs are expensed as cost of sales as inventory is sold.

Contract Liability

Contract liability consists of: (i) customer allowances earned, (ii) accrued core payments, (iii) customer core returns accruals, (iv) core bank liability, (v) finished goods liabilities, and (vi) customer deposits.

Customer allowances earned includes all marketing allowances provided to customers. Such allowances include sales incentives and concessions. Voluntary marketing allowances related to a single exchange of product are recorded as a reduction of revenues at the time the related revenues are recorded or when such incentives are offered. Other marketing allowances, which may only be applied against future purchases, are recorded as a reduction to revenues in accordance with a schedule set forth in the relevant contract. Sales incentive amounts are recorded based on the value of the incentive provided. See Note 14 for a description of all marketing allowances. Customer allowances to be provided to customers within the Company's normal operating cycle, which is generally one year, are considered short-term contract liabilities and the remainder are recorded as long-term contract liabilities.

Accrued core payments represent the sales price of Remanufactured Cores purchased from customers, generally in connection with new business, which are held by these customers and remain on their premises. The sales price of these Remanufactured Cores will be realized when the Company's relationship with a customer ends, a possibility that the Company considers remote based on existing long-term customer agreements and historical experience. The payments to be made to customers for purchases of Remanufactured Cores within the Company's normal operating cycle, which is generally one year, are considered short-term contract liabilities and the remainder are recorded as long-term contract liabilities.

Customer core returns accruals represent the full and nominally priced Remanufactured Cores shipped to the Company's customers. When the Company ships the product, it recognizes an obligation to accept a similar Used Core sent back under the core exchange programs based upon the Remanufactured Core price agreed upon by the Company and its customer. The Contract liability related to Used Cores returned by consumers to the Company's customers but not yet returned to the Company are classified as short-term contract liabilities until the Company physically receives these Used Cores as they are expected to be returned during the Company's normal operating cycle, which is generally one year and the remainder are recorded as long-term contract liabilities.

The core bank liability represents the full Remanufactured Core sales price paid for cores returned under the core exchange programs. The payment for these cores are made over a contractual repayment period pursuant to the Company's agreement with this customer. Payments to be made within the Company's normal operating cycle, which is generally one year, are considered short-term contract liabilities and the remainder are recorded as long-term contract liabilities.

Finished goods liabilities represents the agreed upon price of finished goods purchased from customers, generally in connection with new business. The payment for these finished goods are made over a contractual repayment period pursuant to the Company's agreement with the customer. Payments to be made within the Company's normal operating cycle, which is generally one year, are considered short-term contract liabilities and the remainder are recorded as long-term contract liabilities.

Customer deposits represent the receipt of prepayments from customers for the obligation to transfer goods or services in the future. The Company classifies these customer deposits as short-term contract liabilities as the Company expects to satisfy these obligations within its normal operating cycle, which is generally one year.

Advertising Costs

The Company expenses all advertising costs as incurred. Advertising expenses for the years ended March 31, 2023, 2022 and 2021 were \$606,000, \$1,007,000, and \$507,000, respectively.

Net (Loss) Income Per Share

Basic net (loss) income per share is computed by dividing net (loss) income by the weighted average number of shares of common stock outstanding during the period. Diluted net (loss) income per share includes the effect, if any, from the potential exercise or conversion of securities, such as stock options, warrants, and Convertible Notes (as defined in Note 8), which would result in the issuance of incremental shares of common stock to the extent such impact is not anti-dilutive.

The following presents a reconciliation of basic and diluted net (loss) income per share.

	Years Ended March 31,		
	2023	2022	2021
Net (loss) income	\$ (4,207,000)	\$ 7,361,000	\$ 21,476,000
Basic shares	19,340,246	19,119,727	19,023,145
Effect of dilutive stock options	-	439,919	364,410
Diluted shares	19,340,246	19,559,646	19,387,555
Net (loss) income per share:			
Basic net (loss) income per share	\$ (0.22)	\$ 0.38	\$ 1.13
Diluted net (loss) income per share	\$ (0.22)	\$ 0.38	\$ 1.11

Potential common shares that would have the effect of increasing diluted net income per share or decreasing diluted net loss per share are considered to be anti-dilutive and as such, these shares are not included in calculating diluted net (loss) income per share. For the years ended March 31, 2023, 2022 and 2021, there were 1,854,795, 725,998, and 1,279,251, respectively, of potential common shares not included in the calculation of diluted net (loss) income per share because their effect was anti-dilutive. In addition, for the year ended March 31, 2023, there were 5,846 of potential common shares not included in the calculation of diluted net (loss) income per share in under the “if-converted” method for the Convertible Notes because their effect was anti-dilutive. The potential common shares related to the Warrants (as defined below) issued in connection with the Convertible Notes (see Note 8) are anti-dilutive until they become exercisable and as of March 31, 2023, the Warrants were not exercisable.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States (“GAAP”) requires management to make estimates and assumptions that affect the reported amounts in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates. On an on-going basis, the Company evaluates its estimates, including allowances for credit losses, valuation of inventory, valuation of long-lived assets, goodwill and intangible assets, depreciation and amortization of long-lived assets, litigation matters, valuation of deferred tax assets, share-based compensation, sales returns and other customer marketing allowances, the incremental borrowing rate used in determining the present value of lease liabilities, and valuation of the embedded derivatives in connection with the convertible notes. Although the Company does not believe that there is a reasonable likelihood that there will be a material change in the future estimate or in the assumptions used in calculating the estimate, unforeseen changes in the industry, or business could materially impact the estimate and may have a material adverse effect on its business, financial condition and results of operations.

Financial Instruments

The carrying amounts of cash, short-term investments, accounts receivable, accounts payable and accrued liabilities approximate their fair value due to the short-term nature of these instruments. The carrying amounts of the revolving loan, term loan and other long-term liabilities approximate their fair value based on current rates for instruments with similar characteristics. The carrying amount of the convertible notes approximated their fair value as they were issued and sold on March 31, 2023.

Share-Based Payments

The Company has share-based compensation plans and recognizes compensation expense over the requisite service period for its share-based plans based on the fair value of the awards on the date of the grant, award or issuance and accounts for forfeitures as they occur. Share-based plans include stock option awards, restricted stock units, restricted stock awards, and performance stock units issued under the Company's incentive plans. The cost is measured at the grant date, based on the estimated fair value of the award using the Black-Scholes option pricing model for stock options, based on the closing share price of the Company's stock on the grant date for restricted stock units and restricted stock awards, based on the closing share price of the Company's stock on the grant date for performance stock units subject to performance conditions, and based on the estimated fair value of the award using the Monte Carlo valuation model for performance stock units subject to market conditions. See Note 18 for further information concerning the Company's share-based payments.

The Black-Scholes option-pricing model and Monte Carlo valuation model require the input of subjective assumptions including the expected volatility of the underlying stock and the expected holding period of the option. These subjective assumptions are based on both historical and other information. Changes in the values assumed and used in the model can materially affect the estimate of fair value.

Credit Risk

The Company regularly reviews its accounts receivable and allowance for credit losses by considering factors such as historical experience, credit quality and age of the accounts receivable, and the current economic conditions that may affect a customer's ability to pay. The majority of the Company's sales are to leading automotive aftermarket parts suppliers. The Company participates in trade accounts receivable discount programs with its major customers. If the creditworthiness of any of its customers was downgraded, the Company could be adversely affected, in that it may be subjected to higher interest rates on the use of these discount programs or it could be forced to wait longer for payment. Should the Company's customers experience significant cash flow problems, its financial position and results of operations could be materially and adversely affected, and the maximum amount of loss that would be incurred would be the outstanding receivable balance, Used Cores expected to be returned by customers, and the value of the Remanufactured Cores held at customers' locations. The Company maintains an allowance for credit losses that, in its opinion, provide for an adequate reserve to cover losses that may be incurred.

Deferred Compensation Plan

The Company has a deferred compensation plan for certain members of management. The plan allows participants to defer salary and bonuses. The assets of the plan, which are held in a trust and are subject to the claims of the Company's general creditors under federal and state laws in the event of insolvency, are recorded as short-term investments in the consolidated balance sheets. Consequently, the trust qualifies as a Rabbi trust for income tax purposes. The plan's assets consist primarily of mutual funds and are recorded at market value with any unrealized gain or loss recorded as general and administrative expense. The carrying value of plan assets were \$2,011,000 and \$2,202,000, and the deferred compensation liability, which is included in other current liabilities in the accompanying consolidated balance sheets, was \$2,011,000 and \$2,202,000 at March 31, 2023 and 2022, respectively. During the years ended March 31, 2023, 2022, and 2021, the Company made contributions of \$75,000, \$119,000 and \$96,000, respectively.

During the year ended March 31, 2023, the Company redeemed \$297,000 of its short-term investments for the payment of deferred compensation liabilities. During the year ended March 31, 2022, the Company did not redeem any of its short-term investments for the payment of deferred compensation liabilities.

The following summarizes the gain (loss) on the Company's equity investments:

	Years Ended March 31,		
	2023	2022	2021
Net (loss) gain recognized on equity securities	\$ (181,000)	\$ 163,000	\$ 521,000
Less: net (loss) gain recognized on equity securities sold	(15,000)	-	10,000
Unrealized (loss) gain recognized on equity securities still held	<u>\$ (166,000)</u>	<u>\$ 163,000</u>	<u>\$ 511,000</u>

Comprehensive Income or Loss

Comprehensive income or loss is defined as the change in equity during a period resulting from transactions and other events and circumstances from non-owner sources. The Company's total comprehensive income or loss consists of net unrealized income or loss from foreign currency translation adjustments.

3. Goodwill and Intangible Assets

Goodwill

The Company had goodwill of \$3,205,000 at March 31, 2023 and 2022, which was comprised of \$2,551,000 for the Hard Parts segment and \$654,000 for all others, respectively.

Intangible Assets

The following is a summary of acquired intangible assets subject to amortization:

	Weighted Average Amortization Period	March 31, 2023		March 31, 2022	
		Gross Carrying Value	Accumulated Amortization	Gross Carrying Value	Accumulated Amortization
Intangible assets subject to amortization					
Trademarks	9 years	\$ 705,000	\$ 577,000	\$ 705,000	\$ 513,000
Customer relationships	11 years	8,576,000	6,947,000	8,799,000	6,188,000
Developed technology	5 years	2,667,000	2,281,000	2,888,000	1,892,000
Total	9 years	<u>\$ 11,948,000</u>	<u>\$ 9,805,000</u>	<u>\$ 12,392,000</u>	<u>\$ 8,593,000</u>

During the year ended March 31, 2023, the Company did not retire any fully amortized intangible assets. During the year ended March 31, 2022 the Company retired \$136,000 of fully amortized intangible assets.

Amortization expense for acquired intangible assets is as follows:

	Years Ended March 31,		
	2023	2022	2021
Amortization expense	\$ 1,460,000	\$ 1,548,000	\$ 1,571,000

The estimated future amortization expense for acquired intangible assets subject to amortization is as follows:

Year Ending March 31,	
2024	\$ 1,073,000
2025	486,000
2026	342,000
2027	242,000
Total	<u>\$ 2,143,000</u>

4. Accounts Receivable — Net

The Company has trade accounts receivable that result from the sale of goods and services. Accounts receivable — net includes offset accounts related to customer payment discrepancies, returned goods authorizations (“RGAs”) issued for in-transit unit returns, and allowances for credit losses.

Accounts receivable — net is comprised of the following:

	<u>March 31, 2023</u>	<u>March 31, 2022</u>
Accounts receivable — trade	\$ 136,076,000	\$ 98,734,000
Allowance for credit losses	(339,000)	(375,000)
Customer payment discrepancies	(1,634,000)	(1,375,000)
Customer returns RGA issued	(14,235,000)	(11,909,000)
Less: total accounts receivable offset accounts	<u>(16,208,000)</u>	<u>(13,659,000)</u>
Total accounts receivable — net	<u>\$ 119,868,000</u>	<u>\$ 85,075,000</u>

5. Inventory

Inventory is comprised of the following:

	<u>March 31, 2023</u>	<u>March 31, 2022</u>
Raw materials	\$ 147,880,000	\$ 150,414,000
Work in process	7,033,000	6,880,000
Finished goods	<u>201,198,000</u>	<u>226,729,000</u>
	356,111,000	384,023,000
Less allowance for excess and obsolete inventory	<u>(16,436,000)</u>	<u>(13,520,000)</u>
Total	<u>\$ 339,675,000</u>	<u>\$ 370,503,000</u>
Inventory unreturned	<u>\$ 16,579,000</u>	<u>\$ 15,001,000</u>

6. Contract Assets

During the years ended March 31, 2023 and 2022, the Company reduced the carrying value of Remanufactured Cores held at customers' locations by \$3,736,000 and \$4,671,000, respectively.

Contract assets are comprised of the following:

	<u>March 31, 2023</u>	<u>March 31, 2022</u>
Short-term contract assets		
Cores expected to be returned by customers	\$ 13,463,000	\$ 15,778,000
Core premiums paid to customers	9,812,000	10,621,000
Upfront payments to customers	1,593,000	517,000
Finished goods premiums paid to customers	575,000	584,000
Total short-term contract assets	<u>\$ 25,443,000</u>	<u>\$ 27,500,000</u>
Remanufactured cores held at customers' locations		
Remanufactured cores held at customers' locations	\$ 271,628,000	\$ 258,376,000
Core premiums paid to customers	38,310,000	43,294,000
Long-term core inventory deposits	5,569,000	5,569,000
Finished goods premiums paid to customers	2,530,000	2,806,000
Upfront payments to customers	344,000	210,000
Total long-term contract assets	<u>\$ 318,381,000</u>	<u>\$ 310,255,000</u>

7. Plant and Equipment

Plant and equipment is comprised of the following:

	<u>March 31, 2023</u>	<u>March 31, 2022</u>
Machinery and equipment	\$ 62,556,000	\$ 63,094,000
Office equipment and fixtures	32,769,000	31,434,000
Leasehold improvements	14,301,000	13,473,000
	<u>109,626,000</u>	<u>108,001,000</u>
Less accumulated depreciation	<u>(63,574,000)</u>	<u>(56,939,000)</u>
Total	<u>\$ 46,052,000</u>	<u>\$ 51,062,000</u>

Plant and equipment located in the foreign countries where the Company has facilities, net of accumulated depreciation, totaled \$40,609,000 and \$44,348,000, of which \$37,667,000 and \$40,912,000 is located in Mexico, at March 31, 2023 and 2022, respectively.

8. Debt

The Company is party to a \$268,620,000 senior secured financing, (as amended from time to time, the "Credit Facility") with a syndicate of lenders and PNC Bank, National Association, as administrative agent, consisting of (i) a \$238,620,000 revolving loan facility, subject to borrowing base restrictions, a \$24,000,000 sublimit for borrowings by Canadian borrowers, and a \$20,000,000 sublimit for letters of credit (the "Revolving Facility") and (ii) a \$30,000,000 term loan facility (the "Term Loans"). The loans under the Credit Facility mature on May 28, 2026. The Credit Facility currently permits the payment of up to \$29,043,000 of dividends and share repurchases for fiscal year 2023, subject to pro forma compliance with financial covenants. In connection with the Credit Facility, the lenders have a security interest in substantially all of the assets of the Company.

The Term Loans require quarterly principal payments of \$937,500. The Credit Facility bears interest at rates equal to either SOFR (as defined below) plus a margin of 2.75%, 3.00% or 3.25% or a reference rate plus a margin of 1.75%, 2.00% or 2.25%, in each case depending on the senior leverage ratio as of the applicable measurement date. There is also a facility fee of 0.375% to 0.50%, depending on the senior leverage ratio as of the applicable measurement date. The interest rate on the Company's Term Loans and Revolving Facility was 8.02% and 8.13%, respectively, at March 31, 2023, and 2.99% and 3.13%, respectively, at March 31, 2022.

The Credit Facility, among other things, requires the Company to maintain certain financial covenants including a maximum senior leverage ratio and a minimum fixed charge coverage ratio. In addition, the Credit Facility places limits on the Company's ability to incur liens, incur additional indebtedness, make loans and investments, engage in mergers and acquisitions, engage in asset sales, redeem, or repurchase capital stock, alter the business conducted by the Company and its subsidiaries, transact with affiliates, prepay, redeem, or purchase subordinated debt, and amend or otherwise alter debt agreements.

On November 3, 2022, the Company entered into a fourth amendment to the Credit Facility, which among other things, (i) modified the fixed charge coverage ratio financial covenant for the fiscal quarters ending September 30, 2022 and December 31, 2022, (ii) modified the total leverage ratio financial covenant for the fiscal quarter ending September 30, 2022, (iii) modified the definition of "Consolidated EBITDA", and (iv) replaces LIBOR as the benchmark rate with a replacement benchmark based on the Secured Overnight Financing Rate ("SOFR") effective beginning November 3, 2022. The modifications to the financial covenants were effective as of September 30, 2022.

As of December 31, 2022, the Company identified certain defaults with respect to the Credit Facility, which arose from non-compliance with certain financial covenants. On February 3, 2023, the Company entered into a fifth amendment to the Credit Facility, which among other things, (i) waived certain existing defaults and events of default arising from non-compliance with the fixed charge coverage ratio and senior leverage ratio financial covenants as of the end of the fiscal quarter ended December 31, 2022, (ii) modified the fixed charge coverage ratio and senior leverage ratio financial covenants for the quarters ending March 31, 2023 and June 30, 2023, (iii) modified the definitions of "Applicable Margin" and "Consolidated EBITDA", and (iv) added a new minimum undrawn availability financial covenant.

On March 31, 2023, the Company entered into a sixth amendment to the Credit Facility, which among other things, (i) permitted the issuance of the Convertible Notes (as defined below) and the performance of its respective obligations under the Note Purchase Agreement (as defined below) and the Convertible Notes, (ii) amended the definition of Consolidated EBITDA, and (iii) amended certain component definitions used in calculating the senior leverage ratio financial covenant to exclude the Convertible Notes.

The Company was in compliance with all financial covenants as of March 31, 2023.

The Company's Term Loans are comprised of the following:

	<u>March 31, 2023</u>	<u>March 31, 2022</u>
Principal amount of Term Loans	\$ 13,125,000	\$ 16,875,000
Unamortized financing fees	(182,000)	(181,000)
Net carrying amount of Term Loans	12,943,000	16,694,000
Less current portion of Term Loans	(3,664,000)	(3,670,000)
Long-term portion of Term Loans	<u>\$ 9,279,000</u>	<u>\$ 13,024,000</u>

Future repayments of the Company's Term Loans are as follows:

Year Ending March 31,

2024	\$ 3,750,000
2025	3,750,000
2026	3,750,000
2027	1,875,000
Total payments	<u>\$ 13,125,000</u>

The Company had \$145,200,000 and \$155,000,000 outstanding under the Revolving Facility at March 31, 2023 and 2022, respectively. In addition, \$6,370,000 was reserved for letters of credit at March 31, 2023. At March 31, 2023, after certain adjustments, \$87,050,000 was available under the Revolving Facility.

Convertible Notes

On March 31, 2023, the Company entered into a note purchase agreement (the “Note Purchase Agreement”) with Bison Capital Partners VI, L.P. and Bison Capital Partners VI-A, L.P. (collectively, the “Purchasers”) and Bison Capital Partners VI, L.P., as the purchaser representative (the “Purchaser Representative”) for the issuance and sale of \$32,000,000 in aggregate principal amount of convertible notes due in 2029 (the “Convertible Notes”) to be used for general corporate purposes. The Convertible Notes will bear interest at a rate of 10.0% per annum, compounded annually, and payable (i) in kind or (ii) in cash, annually in arrears on April 1 of each year, commencing on April 1, 2024. On June 8, 2023, the Company entered into the first amendment to the Note Purchase Agreement, which among other things, removed a provision that specified the Purchasers would be entitled to receive a dividend or distribution payable in certain circumstances. This amendment was effective as of March 31, 2023.

The Company’s Convertible Notes are comprised of the following:

	March 31, 2023
Principal amount of Convertible Notes	\$ 32,000,000
Less: unamortized debt discount attributed to Compound Net Derivative Liability	(8,430,000)
Less: unamortized debt discount attributed to debt issuance costs	(1,006,000)
Carrying amount of the Convertible Notes	22,564,000
Plus: Compound Net Derivative Liability	8,430,000
Net carrying amount of Convertible Notes, related party	<u>\$ 30,994,000</u>

The aggregate proceeds from the offering were approximately \$31,280,000, net of initial purchasers’ fees and other related expenses. The initial conversion rate is 66.6667 shares of the Company’s common stock per \$1,000 principal amount of notes (equivalent to an initial conversion price of approximately \$15.00 per share of common stock). At March 31, 2023, the Company had 28,650,590 shares of its common stock available to be issued if the Convertible Notes were converted.

In connection with the Note Purchase Agreement, the Company entered into common stock warrants (the “Warrants”) with the Purchasers, which mature on March 30, 2029. The Warrants do not become exercisable unless a Company Redemption (as defined below) occurs and the volume weighted average price of the Company’s common stock for 20 consecutive days prior to the redemption is less than \$15.00. The fair value of the Warrants, using Level 3 inputs and the Monte Carlo simulation model, was zero at March 31, 2023. The Company estimates the fair value of the Warrants at each balance sheet date. Any subsequent changes from the initial recognition in the fair value of the Warrants will be recorded in current period earnings in the consolidated statements of operations.

The Convertible Notes may be converted, subject to certain conditions, at a conversion price of approximately \$15.00 (the “Conversion Option”). The Convertible Notes also include a provision for a return of interest (“Return of Interest”), which requires the Purchasers to return 15.0% of the interest paid to the Company in certain circumstances. The Return of Interest provision is accounted for as part of the Conversion Option and if the Conversion Option is exercised in the future, the Return of Interest provision will remain outstanding until the Purchaser sells all of the underlying stock received upon conversion. Upon conversion, any value associated with the Return of Interest provision will be reflected as a derivative asset upon conversion, with changes in fair value being recorded in earnings in the consolidated statements of operations until settlement in connection with the sale of the underlying stock by the Purchaser. Unless and until the Company delivers a redemption notice, the Purchasers of the Convertible Notes may convert their Convertible Notes at any time at their option. Upon conversion, the Convertible Notes will be settled in shares of the Company’s common stock. The conversion rate and conversion price are subject to customary adjustments upon the occurrence of certain events. The Convertible Notes have a stated maturity of March 30, 2029, subject to earlier conversion or redemption in accordance with their terms.

If there is a Fundamental Transaction, as defined in the Form of Convertible Promissory Note, the Company may redeem all or part of the Convertible Notes. Except in the case of the occurrence of a Fundamental Transaction, the Company may not redeem the Convertible Notes prior to March 31, 2026. After March 31, 2026, the Company may redeem all or part of the Convertible Notes for a cash purchase (the “Company Redemption”) price equal to the redemption price plus \$4,000,000, but only if (i) it is listed on a national exchange, (ii) there is no “Event of Default” occurring and continuing, and (iii) Adjusted EBITDA for the prior four quarters is greater than \$80,000,000. The “Redemption Price” shall mean a cash amount equal to the principal amount of the Convertible Notes to be redeemed, plus accrued and unpaid interest. However, if the volume weighted average price of the Company’s common stock for 20 consecutive days prior to the notice of the Company Redemption is less than \$15.00, the Purchasers may exercise the warrants and the Company will pay the Redemption Price plus \$2,000,000. However, if the volume weighted average price of the Company’s common stock is less than \$8 for 20 days between March 31, 2023 and September 27, 2023, the Company will pay the redemption price plus \$5,000,000.

The Conversion Option and the Company Redemption both met the criteria for bifurcation from the Convertible Notes as derivatives and using the Monte Carlo simulation model were fair valued as a liability of \$10,400,000 and an asset of \$1,970,000 at March 31, 2023, respectively. The Company Redemption has been combined with the Conversion Option as a compound net derivative liability (the “Compound Net Derivative Liability”). The Compound Net Derivative Liability has been recorded within convertible note, related party in the consolidated balance sheet at March 31, 2023. The Company estimates the fair value of the Compound Net Derivative Liability at each balance sheet date. Any subsequent changes from the initial recognition in the fair value of the Compound Net Derivative Liability will be recorded in current period earnings in the consolidated statements of operations.

The Convertible Notes also contain additional features, such as, default interest and options related to a Fundamental Transaction, requiring bifurcation which were not separately accounted for as the value of such features were not material at March 31, 2023. Any subsequent changes from the initial recognition in the fair value of those features will be recorded in current period earnings in the consolidated statements of operations.

The Convertible Notes include customary provisions relating to the occurrence of Events of Default, which include the following: (i) certain payment defaults on the Convertible Notes; (ii) certain events of bankruptcy, insolvency and reorganization involving the Company or any of its subsidiaries; (iii) the entering of one or more final judgements or orders against the Company or any of its subsidiaries for an aggregate payment exceeding \$25,000,000; (iv) the acceleration of senior debt; (v) certain failures of the Company to comply with certain provisions of the Note Purchase Agreement or material breaches of the Note Purchase Agreement by the Company or any of its subsidiaries; (vi) any material provision of the Note Purchase Agreement, the Convertible Notes, the guarantee, the subordination agreement, the warrants or the registration rights agreement, for any reason, ceases to be valid and binding on the Company or any subsidiary, or any subsidiary shall so claim in writing to challenge the validity of or the Company’s liability under the Note Purchase Agreement, the Convertible Notes, or the registration rights agreement; or (vii) the Company fails to maintain the listing of its capital stock on a national securities exchange. Events of Default will be subject to a 30-day cure period except for those related to clause (ii) and (iv) of the preceding sentence.

If an Event of Default occurs and is continuing, then, the Company shall deliver written notice to the Purchasers within 5 business days of first learning of such Event of Default. If an Event of Default involving bankruptcy, insolvency or reorganization events with respect to the Company (and not solely with respect to its significant subsidiary) occurs, then the principal amount of, and all accrued and unpaid interest on, all of the Convertible Notes then outstanding will immediately become due and payable without any further action.

Debt issuance costs of \$1,006,000 are presented in the balance sheet as a direct deduction from the carrying amounts of the Convertible Notes at March 31, 2023. Debt issuance costs are amortized using the effective interest method through the maturity of the Convertible Note and recorded in interest expense in the consolidated statements of operations. Debt issuance costs of \$360,000 allocated to the Compound Net Derivative Liability were immediately expensed to interest expense in the consolidated statements of operations for the year ended March 31, 2023.

Additionally, pursuant to the Note Purchase Agreement, subject to certain conditions, the Purchaser Representative shall have the right to nominate one director to serve (the "Investor Director") on the Company's Board of Directors (the "Board"). If an Investor Director is not currently serving on the Board, and subject to certain other conditions set forth in the Note Purchase Agreement, the Purchaser Representative shall have the right to designate one person to have observation rights with respect to all meetings of the Board. In connection with the Company's entry into the Note Purchase Agreement, Douglas Trussler was appointed to serve on its Board.

Total contractual interest expense of \$9,000 related to the Convertible Notes was recognized during the year ended March 31, 2023.

There are no future payments required under the Convertible Notes prior to their maturity, therefore, the principal amount of the notes plus interest payable in kind, assuming no early redemption or conversion has occurred, of \$56,704,000 would be paid on March 30, 2029.

9. Contract Liabilities

Contract liabilities are comprised of the following:

	<u>March 31, 2023</u>	<u>March 31, 2022</u>
Short-term contract liabilities		
Customer allowances earned	\$ 19,997,000	\$ 22,018,000
Customer core returns accruals	11,112,000	12,322,000
Customer deposits	3,232,000	3,306,000
Accrued core payment	3,056,000	1,679,000
Core bank liability	1,686,000	1,634,000
Finished goods liabilities	1,257,000	1,537,000
Total short-term contract liabilities	<u>\$ 40,340,000</u>	<u>\$ 42,496,000</u>
Long-term contract liabilities		
Customer core returns accruals	\$ 170,420,000	\$ 154,940,000
Core bank liability	13,582,000	15,267,000
Accrued core payment	9,171,000	928,000
Finished goods liabilities	433,000	1,588,000
Customer allowances earned	-	41,000
Total long-term contract liabilities	<u>\$ 193,606,000</u>	<u>\$ 172,764,000</u>

10. Leases

The Company leases various facilities in North America and Asia under operating leases expiring through August 2033. The Company also has finance leases for certain office and manufacturing equipment, which generally range from three to five years. The Company has material non-functional currency leases, which resulted in a remeasurement gains of \$6,515,000, \$1,989,000, and \$9,893,000 during the years ended March 31, 2023, 2022, and 2021, respectively. These remeasurement gains are included in foreign exchange impact of lease liabilities and forward contracts in the consolidated statements of operations.

Balance sheet information for leases is comprised of the following:

Leases	Classification	<u>March 31, 2023</u>	<u>March 31, 2022</u>
Assets:			
Operating	Operating lease assets	\$ 87,619,000	\$ 81,997,000
Finance	Plant and equipment	5,549,000	7,470,000
Total leased assets		<u>\$ 93,168,000</u>	<u>\$ 89,467,000</u>
Liabilities:			
Current			
Operating	Operating lease liabilities	\$ 8,767,000	\$ 6,788,000
Finance	Other current liabilities	1,851,000	2,330,000
Long-term			
Operating	Long-term operating lease liabilities	79,318,000	80,803,000
Finance	Other liabilities	2,742,000	3,425,000
Total lease liabilities		<u>\$ 92,678,000</u>	<u>\$ 93,346,000</u>

Lease cost recognized in the consolidated statement of operations is comprised of the following:

	Years Ended March 31,		
	2023	2022	2021
Lease cost			
Operating lease cost	\$ 13,176,000	\$ 12,472,000	\$ 11,527,000
Short-term lease cost	1,686,000	1,462,000	1,383,000
Variable lease cost	761,000	1,011,000	825,000
Finance lease cost:			
Amortization of finance lease assets	1,983,000	2,088,000	1,762,000
Interest on finance lease liabilities	262,000	345,000	379,000
Total lease cost	\$ 17,868,000	\$ 17,378,000	\$ 15,876,000

Maturities of lease commitments at March 31, 2023 were as follows:

Maturity of lease liabilities by fiscal year	Operating Leases	Finance Leases	Total
2024	\$ 13,567,000	\$ 2,064,000	\$ 15,631,000
2025	12,535,000	1,569,000	14,104,000
2026	12,099,000	837,000	12,936,000
2027	10,816,000	346,000	11,162,000
2028	10,725,000	186,000	10,911,000
Thereafter	53,929,000	6,000	53,935,000
Total lease payments	113,671,000	5,008,000	118,679,000
Less amount representing interest	(25,586,000)	(415,000)	(26,001,000)
Present value of lease liabilities	\$ 88,085,000	\$ 4,593,000	\$ 92,678,000

Other information about leases is as follows:

	March 31, 2023	March 31, 2022
Lease term and discount rate		
Weighted-average remaining lease term (years):		
Finance leases	2.9	2.9
Operating leases	9.0	10.4
Weighted-average discount rate:		
Finance leases	5.9%	5.1%
Operating leases	5.8%	5.7%

11. Accounts Receivable Discount Programs

The Company uses receivable discount programs with certain customers and their respective banks. Under these programs, the Company may sell those customers' receivables to those banks at a discount to be agreed upon at the time the receivables are sold. These discount arrangements allow the Company to accelerate receipt of payment on customers' receivables.

The following is a summary of the Company's accounts receivable discount programs:

	Fiscal Years Ended March 31,	
	2023	2022
Receivables discounted	\$ 548,376,000	\$ 525,441,000
Weighted average days	328	336
Weighted average discount rate	5.3%	1.9%
Amount of discount as interest expense	\$ 26,432,000	\$ 9,197,000

12. Financial Risk Management and Derivatives

Purchases and expenses denominated in currencies other than the U.S. dollar, which are primarily related to the Company's facilities overseas, expose the Company to market risk from material movements in foreign exchange rates between the U.S. dollar and the foreign currencies. The Company's primary risk exposure is from fluctuations in the value of the Mexican peso and to a lesser extent the Chinese yuan. To mitigate these risks, the Company enters into forward foreign currency exchange contracts to exchange U.S. dollars for these foreign currencies. The extent to which forward foreign currency exchange contracts are used is modified periodically in response to the Company's estimate of market conditions and the terms and length of anticipated requirements.

The Company enters into forward foreign currency exchange contracts in order to reduce the impact of foreign currency fluctuations and not to engage in currency speculation. The use of derivative financial instruments allows the Company to reduce its exposure to the risk that the eventual cash outflow resulting from funding the expenses of the foreign operations will be materially affected by changes in exchange rates between the U.S. dollar and the foreign currencies. The Company does not hold or issue financial instruments for trading purposes. The forward foreign currency exchange contracts are designated for forecasted expenditure requirements to fund foreign operations.

The Company had forward foreign currency exchange contracts with a U.S. dollar equivalent notional value of \$48,486,000 and \$44,968,000 at March 31, 2023 and 2022, respectively. These contracts generally have a term of one year or less, at rates agreed at the inception of the contracts. The counterparty to this derivative transaction is a major financial institution with investment grade credit rating; however, the Company is exposed to credit risk with this institution. The credit risk is limited to the potential unrealized gains (which offset currency fluctuations adverse to the Company) in any such contract should this counterparty fail to perform as contracted. Any changes in the fair values of forward foreign currency exchange contracts are included in foreign exchange impact of lease liabilities and forward contracts in the consolidated statements of operations.

The following shows the effect of the Company's derivative instruments on its consolidated statements of operations:

Derivatives Not Designated as Hedging Instruments	Gain (Loss) Recognized as Foreign Exchange Impact of Lease Liabilities and Forward Contracts		
	2023	Years Ended March 31,	
		2022	2021
Forward foreign currency exchange contracts	\$ 2,776,000	\$ (316,000)	\$ 7,713,000

The fair value of the forward foreign currency exchange contracts of \$3,889,000 and \$1,113,000 are included in prepaid and other current assets in the consolidated balance sheets at March 31, 2023 and 2022, respectively. The changes in the fair values of forward foreign currency exchange contracts are included in foreign exchange impact of lease liabilities and forward contracts in the consolidated statements of cash flows for the years ended March 31, 2023, 2022, and 2021.

13. Fair Value Measurements

The Company defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The Company uses a three-tier valuation hierarchy based upon observable and unobservable inputs:

- Level 1 — Valuation is based upon quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2 — Valuation is based upon quoted prices for similar assets and liabilities in active markets, or other inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
- Level 3 — Valuation is based upon unobservable inputs that are significant to the fair value measurement.

The fair value hierarchy requires the use of observable market data when available. In instances in which the inputs used to measure fair value fall into different levels of the fair value hierarchy, the fair value measurement has been determined based on the lowest level input that is significant to the fair value measurement in its entirety. The Company's assessment of the significance of a particular item to the fair value measurement in its entirety requires judgment, including the consideration of inputs specific to the asset or liability.

The following sets forth by level within the fair value hierarchy, the Company's financial assets and liabilities that were accounted for at fair value on a recurring basis according to the valuation techniques the Company used to determine their fair values at:

	March 31, 2023				March 31, 2022			
	Fair Value Measurements Using Inputs Considered as				Fair Value Measurements Using Inputs Considered as			
	Fair Value	Level 1	Level 2	Level 3	Fair Value	Level 1	Level 2	Level 3
Assets								
Short-term investments								
Mutual funds	\$ 2,011,000	\$ 2,011,000	\$ -	\$ -	\$ 2,202,000	\$ 2,202,000	\$ -	\$ -
Prepaid expenses and other current assets								
Forward foreign currency exchange contracts	3,889,000	-	3,889,000	-	1,113,000	-	1,113,000	-
Liabilities								
Other current liabilities								
Deferred compensation	2,011,000	2,011,000	-	-	2,202,000	2,202,000	-	-
Convertible notes, related party								
Compound Net Derivative Liability	8,430,000	-	-	8,430,000	-	-	-	-

Short-term Investments and Deferred Compensation

The Company's short-term investments, which fund its deferred compensation liabilities, consist of investments in mutual funds. These investments are classified as Level 1 as the shares of these mutual funds trade with sufficient frequency and volume to enable the Company to obtain pricing information on an ongoing basis.

Forward Foreign Currency Exchange Contracts

The forward foreign currency exchange contracts are primarily measured based on the foreign currency spot and forward rates quoted by the banks or foreign currency dealers (See Note 12).

Compound Net Derivative Liability

In connection with the issuance of the Convertible Notes on March 31, 2023, the Company estimates the fair value of the Compound Net Derivative Liability (see Note 8) using Level 3 inputs and the Monte Carlo simulation model at the balance sheet date. The Monte Carlo simulation model requires the input of subjective assumptions including the expected volatility of the underlying stock. These subjective assumptions are based on both historical and other information. Changes in the values assumed and used in the model can materially affect the estimate of fair value. This amount is recorded within convertible notes, related party in the consolidated balance sheet at March 31, 2023. The Company estimates the fair value of the Compound Net Derivative Liability using Level 3 inputs and the Monte Carlo simulation model at each balance sheet date. Any subsequent changes from the initial recognition in the fair value of the Compound Net Derivative Liability will be recorded in current period earnings in the consolidated statements of operations.

The following assumptions were used to determine the fair value of the Compound Net Derivative Liability:

	March 31, 2023
Risk free interest rate	3.64%
Cost of equity	21.80%
Weighted average cost of capital	14.60%
Expected volatility of MPA Common Stock	50.00%
EBITDA volatility	35.00%

The following summarizes the activity for Level 3 fair value measurements:

	Years Ended March 31, 2023
Beginning balance	\$ -
Newly issued	8,430,000
Changes in revaluation of Compound Net Derivative Liability included in earnings	-
Exercises/settlements	-
Ending balance	<u>\$ 8,430,000</u>

During the years ended March 31, 2023 and 2022, the Company had no significant measurements of assets or liabilities at fair value on a nonrecurring basis subsequent to their initial recognition.

The carrying amounts of cash and cash equivalents, accounts receivable, accounts payable and accrued liabilities approximate their fair value due to the short-term nature of these instruments. The carrying amounts of the revolving loan, term loan and other long-term liabilities approximate their fair value based on the variable nature of interest rates and current rates for instruments with similar characteristics. The carrying amount of the Convertible Notes approximated their fair value as they were issued on March 31, 2023.

14. Commitments and Contingencies

Warranty Returns

The Company allows its customers to return goods that their consumers have returned to them, whether or not the returned item is defective (“warranty returns”). The Company accrues an estimate of its exposure to warranty returns based on a historical analysis of the level of this type of return as a percentage of total unit sales. Amounts charged to expense for these warranty returns are considered in arriving at the Company’s net sales.

The following summarizes the changes in the warranty return accrual:

	Years Ended March 31,		
	2023	2022	2021
Balance at beginning of year	\$ 20,125,000	\$ 21,093,000	\$ 18,300,000
Charged to expense	132,719,000	118,675,000	111,025,000
Amounts processed	(133,014,000)	(119,643,000)	(108,232,000)
Balance at end of year	<u>\$ 19,830,000</u>	<u>\$ 20,125,000</u>	<u>\$ 21,093,000</u>

Commitments to Provide Marketing Allowances under Long-Term Customer Contracts

The Company has or is renegotiating long-term agreements with many of its major customers. Under these agreements, which in most cases have initial terms of at least four years, the Company is designated as the exclusive or primary supplier for specified categories of the Company’s products. Because of the very competitive nature of the market and the limited number of customers for these products, the Company’s customers have sought and obtained price concessions, significant marketing allowances, and more favorable delivery and payment terms in consideration for the Company’s designation as a customer’s exclusive or primary supplier. These incentives differ from contract to contract and can include (i) the issuance of a specified amount of credits against receivables in accordance with a schedule set forth in the relevant contract, (ii) support for a particular customer’s research or marketing efforts provided on a scheduled basis, (iii) discounts granted in connection with each individual shipment of product, and (iv) other marketing, research, store expansion or product development support. These contracts typically require that the Company meet ongoing performance standards. While these longer-term agreements strengthen the Company’s customer relationships, the increased demand for the Company’s products often requires that the Company increase its inventories and personnel. Customer demands that the Company purchase their Remanufactured Core inventory also require the use of the Company’s working capital.

The marketing and other allowances the Company typically grants its customers in connection with its new or expanded customer relationships adversely impact the near-term revenues, profitability, and associated cash flows from these arrangements. Such allowances include sales incentives and concessions and typically consist of: (i) allowances which may only be applied against future purchases and are recorded as a reduction to revenues in accordance with a schedule set forth in the long-term contract, (ii) allowances related to a single exchange of product that are recorded as a reduction of revenues at the time the related revenues are recorded or when such incentives are offered, and (iii) amortization of core premiums paid to customers generally in connection with new business.

The following summarizes the breakout of allowances discussed above, recorded as a reduction to revenues:

	Years Ended March 31,		
	2023	2022	2021
Allowances incurred under long-term customer contracts	\$ 18,253,000	\$ 19,348,000	\$ 29,238,000
Allowances related to a single exchange of product	154,194,000	129,283,000	99,768,000
Amortization of core premiums paid to customers	11,113,000	11,242,000	6,590,000
Total customer allowances recorded as a reduction of revenues	<u>\$ 183,560,000</u>	<u>\$ 159,873,000</u>	<u>\$ 135,596,000</u>

The following presents the Company’s commitments to incur allowances, excluding allowances related to a single exchange of product, which will be recognized as a reduction to revenue when the related revenue is recognized:

Year Ending March 31,	
2024	\$ 14,637,000
2025	11,621,000
2026	10,605,000
2027	9,939,000
2028	9,198,000
Thereafter	7,976,000
Total marketing allowances	<u>\$ 63,976,000</u>

Contingencies

The Company is subject to various lawsuits and claims. In addition, government agencies and self-regulatory organizations have the ability to conduct periodic examinations of and administrative proceedings regarding the Company’s business. Following an audit in fiscal 2019 (“Audit”), the U.S. Customs and Border Protection (“CBP”) stated that it believed that the Company owed additional duties relating to products that it imported from Mexico from 2011 through mid-2018. The CBP recently requested that the Company pay additional duties of approximately \$3,900,000 from 2011 through mid-2018 related to the findings of the Audit. The Company does not believe that this amount is correct and believes that it has numerous defenses and is disputing this amount vigorously. The Company cannot assure that the CBP will agree or that it will not need to accrue or pay additional amounts in the future.

15. Significant Customer and Other Information

Significant Customer Concentrations

While the Company continually seeks to diversify its customer base, it currently derives, and has historically derived, a substantial portion of its sales from a small number of large customers. Any meaningful reduction in the level of sales to any of these customers, deterioration of the financial condition of any of these customers or the loss of any of these customers could have a materially adverse impact on our business, results of operations, and financial condition. The Company's largest customers accounted for the following total percentage of net sales:

	Years Ended March 31,		
	2023	2022	2021
Customer A	37%	38%	42%
Customer B	23%	18%	22%
Customer C	24%	29%	23%
Customer D	4%	2%	2%

Revenues for Customers A through C were derived from the Hard Parts segment and Test Solutions and Diagnostic Equipment segment. Revenues for Customer D were derived from the Hard Parts segment.

The Company's largest customers accounted for the following total percentage of accounts receivable — trade:

	March 31, 2023	March 31, 2022
Customer A	33%	42%
Customer B	18%	21%
Customer C	21%	9%
Customer D	12%	5%

Geographic and Product Information

The Company's products are predominantly sold in the U.S. and accounted for the following total percentage of net sales:

	Years Ended March 31,		
	2023	2022	2021
Rotating electrical products	67%	69%	73%
Wheel hub products	11%	13%	15%
Brake-related products	18%	15%	10%
Other products	4%	3%	2%
	<u>100%</u>	<u>100%</u>	<u>100%</u>

Significant Supplier Concentrations

No suppliers accounted for more than 10% of the Company's inventory purchases for the years ended March 31, 2023, 2022, and 2021.

16. Income Taxes

Domestic and foreign components of income (loss) before income taxes are as follows:

	Years Ended March 31,		
	2023	2022	2021
United States	\$ (14,470,000)	\$ 6,021,000	\$ 13,920,000
Foreign	11,361,000	7,128,000	16,943,000
(Loss) income before income taxes	<u>(3,109,000)</u>	<u>13,149,000</u>	<u>30,863,000</u>

The income tax expense is as follows:

	Years Ended March 31,		
	2023	2022	2021
Current tax expense			
Federal	\$ 2,483,000	\$ 8,572,000	\$ 5,734,000
State	396,000	1,478,000	722,000
Foreign	3,426,000	3,180,000	3,364,000
Total current tax expense	<u>6,305,000</u>	<u>13,230,000</u>	<u>9,820,000</u>
Deferred tax (benefit) expense			
Federal	(5,037,000)	(6,411,000)	(1,909,000)
State	(705,000)	(659,000)	118,000
Foreign	535,000	(372,000)	1,358,000
Total deferred tax benefit	<u>(5,207,000)</u>	<u>(7,442,000)</u>	<u>(433,000)</u>
Total income tax expense	<u>\$ 1,098,000</u>	<u>\$ 5,788,000</u>	<u>\$ 9,387,000</u>

Deferred income taxes consist of the following:

	<u>March 31, 2023</u>	<u>March 31, 2022</u>
Assets		
Allowance for bad debts	\$ 78,000	\$ 99,000
Customer allowances earned	4,760,000	5,321,000
Allowance for stock adjustment returns	2,391,000	1,651,000
Inventory adjustments	7,817,000	3,815,000
Intangibles, net	809,000	785,000
Stock options	2,770,000	2,984,000
Operating lease liabilities	23,408,000	23,894,000
Estimate for returns	26,670,000	25,445,000
Accrued compensation	2,718,000	3,515,000
Net operating losses	5,351,000	4,617,000
Tax credits	2,012,000	2,018,000
Other	5,046,000	3,833,000
Total deferred tax assets	<u>\$ 83,830,000</u>	<u>\$ 77,977,000</u>
Liabilities		
Plant and equipment, net	(79,000)	(1,051,000)
Contract assets	(12,357,000)	(13,873,000)
Operating lease assets	(25,004,000)	(23,421,000)
Other	(6,864,000)	(5,960,000)
Total deferred tax liabilities	<u>\$ (44,304,000)</u>	<u>\$ (44,305,000)</u>
Less valuation allowance	<u>\$ (7,619,000)</u>	<u>\$ (6,816,000)</u>
Total	<u>\$ 31,907,000</u>	<u>\$ 26,856,000</u>

As of March 31, 2023, before tax effect, the Company had federal net operating loss carryforwards of \$1,361,000 related to its January 2019 acquisition, state net operating loss carryforwards of \$649,000 and foreign net operating loss carryforwards of \$19,012,000. The federal net operating loss carryforwards expire beginning in fiscal year 2033, the state net operating loss carryforwards expire beginning in fiscal year 2033, and the foreign net operating loss carryforwards expire beginning in fiscal year 2038. As of March 31, 2023, the Company also had non-US tax credit carryforwards of \$2,012,000, which will expire beginning in fiscal year 2034. A full valuation allowance was established on the federal and foreign net operating loss and tax credits carryforward as the Company believes it is more likely than not these tax attributes would not be realizable in the future. The net increase in the valuation allowance was \$803,000 during the year ended March 31, 2023.

Realization of deferred tax assets is dependent upon the Company's ability to generate sufficient future taxable income. Significant judgment is required in determining the Company's provision for income taxes, deferred tax assets and liabilities and any valuation allowance recorded against the Company's net deferred tax assets. The Company makes these estimates and judgments about its future taxable income that are based on assumptions that are consistent with the Company's future plans. A valuation allowance is established when the Company believes it is not more likely than not all or some deferred tax assets will be realized. In evaluating the Company's ability to recover deferred tax assets within the jurisdiction in which they arise, the Company considers all available positive and negative evidence. Deferred tax assets arising primarily as a result of non-US net operating loss carry-forwards and non-US research and development credits in connection with the Company's Canadian operations have been offset completely by a valuation allowance due to the uncertainty of their utilization in future periods. Should the actual amount differ from the Company's estimates, the amount of the valuation allowance could be impacted.

For the years ended March 31, 2023, 2022, and 2021, the primary components of the Company's income tax expense were (i) federal income taxes, (ii) state income taxes, (iii) foreign income taxed at rates that are different from the federal statutory rate, (iv) change in realizable deferred tax items, (v) impact of the non-deductible executive compensation under Internal Revenue Code Section 162(m), and (vi) income taxes associated with uncertain tax positions

The difference between the income tax expense at the federal statutory rate and the Company's effective tax rate is as follows:

	Years Ended March 31,		
	2023	2022	2021
Statutory federal income tax rate	21.0%	21.0%	21.0%
State income tax rate, net of federal benefit	3.5%	4.1%	2.2%
Foreign income taxed at different rates	(28.7)%	4.9%	1.9%
Non-deductible executive compensation	(9.0)%	7.2%	1.9%
Change in valuation allowance	(25.8)%	5.0%	2.2%
Uncertain tax positions	(1.0)%	6.1%	0.3%
Research and development credit	2.7%	(0.9)%	(0.3)%
Net operating loss carryback	-%	(0.4)%	-%
Other	2.0%	(3.0)%	1.2%
	<u>(35.3)%</u>	<u>44.0%</u>	<u>30.4%</u>

The Company and its subsidiaries file income tax returns in the U.S. federal jurisdiction and various state and foreign jurisdictions with varying statutes of limitations. At March 31, 2023, the Company is not under examination in any jurisdiction and the years ended March 31, 2018 through 2023 remain subject to examination. The Company believes no significant changes in the unrecognized tax benefits will occur within the next 12 months.

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

	Years Ended March 31,		
	2023	2022	2021
Balance at beginning of period	\$ 1,975,000	\$ 1,104,000	\$ 1,011,000
Additions based on tax positions related to the current year	53,000	352,000	249,000
Additions for tax positions of prior year	-	581,000	67,000
Reductions for tax positions of prior year	(64,000)	(62,000)	(223,000)
Balance at end of period	<u>\$ 1,964,000</u>	<u>\$ 1,975,000</u>	<u>\$ 1,104,000</u>

At March 31, 2023, 2022 and 2021, there are \$1,616,000, \$1,632,000, and \$923,000, respectively, of unrecognized tax benefits that if recognized would affect the annual effective tax rate.

The Company recognizes interest and penalties related to unrecognized tax benefits as part of income tax expense. During the years ended March 31, 2023, 2022, and 2021, the Company recognized interest and penalties of approximately \$59,000, \$112,000, and \$(16,000), respectively. The Company had approximately \$229,000 and \$170,000 for the payment of interest and penalties accrued at March 31, 2023 and 2022, respectively.

With the exception of its earnings from its Singapore subsidiary, the Company intends to indefinitely reinvest its undistributed earnings from foreign subsidiaries in foreign operations. No incremental U.S. Federal tax or withholding taxes have been provided for these earnings.

17. Defined Contribution Plans

The Company has a 401(k) plan covering all employees who are 21 years of age with at least six months of service. The plan permits eligible employees to make contributions up to certain limitations, with the Company matching 50% of each participating employee's contribution up to the first 6% of employee compensation. Employees are immediately vested in their voluntary employee contributions and vest in the Company's matching contributions ratably over five years. The Company's matching contribution to the 401(k) plan was \$549,000, \$578,000, and \$507,000 for the years ended March 31, 2023, 2022, and 2021, respectively.

18. Share-based Payments

In September 2022, the Company's shareholders approved the 2022 Incentive Award Plan (the "2022 Plan"), which replaced the 2010 Incentive Award Plan and the 2014 Non-Employee Director Incentive Award Plan. Under the 2022 Plan, a total of 924,200 shares of the Company's common stock were reserved for grants to its employees, non-employee directors, and consultants. At March 31, 2023, there were 52,768 shares of restricted stock units outstanding and 871,432 shares of common stock were available for grant under this plan.

At March 31, 2023 and 2022, 10,417 and 82,324 of restricted stock units, respectively, were outstanding under the 2014 Non-Employee Director Incentive Award Plan. No shares of common stock remain available for grant under this plan.

At March 31, 2023 and 2022, respectively, there was (i) 266,169 and 216,739 shares of restricted stock units were outstanding, (ii) options to purchase 1,226,745 and 1,674,499 shares of common stock were outstanding, (iii) 100,000 and 100,000 restricted shares were outstanding, and (iv) 192,696 and 84,593 shares of performance stock units were outstanding under the 2010 Incentive Award Plan. No shares of common stock remain available for grant under this plan.

In addition, at March 31, 2023 and 2022, options to purchase 6,000 and 21,000 shares of common stock, respectively, were outstanding under the 2004 Non-Employee Director Stock Option Plan. No options remain available for grant under this plan.

Stock Options

The Company did not grant any stock options during the year ended March 31, 2023 and 2022. The following summarizes the Black-Scholes option-pricing model assumptions used to derive the weighted average fair value of the stock options granted during the year ended March 31, 2021.

	<u>Years Ended March 31,</u> <u>2021</u>
Weighted average risk free interest rate	0.44%
Weighted average expected holding period (years)	5.96
Weighted average expected volatility	44.90%
Weighted average expected dividend yield	-
Weighted average fair value of options granted	\$ 6.43

The following is a summary of stock option transactions:

	<u>Number of</u> <u>Shares</u>	<u>Weighted Average</u> <u>Exercise Price</u>
Outstanding at March 31, 2022	1,695,499	\$ 17.53
Granted	-	\$ -
Exercised	(326,469)	\$ 6.75
Forfeited/Cancelled	(123,932)	\$ 19.45
Expired	(12,353)	\$ 15.91
Outstanding at March 31, 2023	<u>1,232,745</u>	\$ 20.20

At March 31, 2023, options to purchase 96,495 shares of common stock were unvested at the weighted average exercise price of \$15.16.

Based on the market value of the Company's common stock at March 31, 2023, 2022, and 2021, the pre-tax intrinsic value of options exercised was \$2,427,000, \$245,000, and \$546,000, respectively. The total fair value of stock options vested during the years ended March 31, 2023, 2022, and 2021 was \$1,140,000, \$2,174,000, and \$2,184,000, respectively.

The following summarizes information about the options outstanding at March 31, 2023:

Range of Exercise price	Options Outstanding				Options Exercisable			
	Shares	Weighted Average Exercise Price	Weighted Average Remaining Life In Years	Aggregate Intrinsic Value	Shares	Weighted Average Exercise Price	Weighted Average Remaining Life In Years	Aggregate Intrinsic Value
\$ 6.48 to \$18.20	405,418	\$ 13.33	4.83		308,923	\$ 12.76	4.08	
\$ 18.21 to \$22.83	438,637	19.58	5.78		438,637	19.58	5.78	
\$ 22.84 to \$28.04	178,566	26.27	3.50		178,566	26.27	3.50	
\$ 28.05 to \$31.13	210,124	29.60	2.95		210,124	29.60	2.95	
	<u>1,232,745</u>	\$ 20.20	4.66\$	-	<u>1,136,250</u>	\$ 20.63	4.44\$	-

The aggregate intrinsic values in the above table represent the pre-tax value of all in-the-money options if all such options had been exercised on March 31, 2023 based on the Company's closing stock price of \$7.44 as of that date.

At March 31, 2023, there was \$132,000 of total unrecognized compensation expense from stock-based compensation granted under the plans, which is related to non-vested shares. The compensation expense is expected to be recognized over a weighted average vesting period of three months.

Restricted Stock Units and Restricted Stock (collectively "RSUs")

During the years ended March 31, 2023 and 2022, the Company granted (i) performance-based restricted stock awards which had a threshold performance level of 33,333 shares, a target performance level of 66,667 shares, and a maximum performance level of 100,000 shares at the grant date for both periods and (ii) 229,121 and 163,703 of time-based vesting restricted stock units, respectively. The estimated grant date fair value of the RSUs \$4,430,000, \$5,775,000, and \$4,150,000, for the years ended March 31, 2023, 2022, and 2021, respectively, which was based on the closing market price on the date of grant. The fair value related to these awards is recognized as compensation expense over the vesting period. These awards generally vest in three equal installments beginning each anniversary from the grant date, subject to continued employment. Upon vesting, these awards may be net share settled to cover the required withholding tax with the remaining amount converted into an equivalent number of shares of common stock. Total shares withheld during the years ended March 31, 2023 and 2022 were 74,854 and 84,762, respectively, based on the value of these awards as determined by the Company's closing stock price on the vesting date.

The following is a summary of non-vested RSUs:

	Number of Shares	Weighted Average Grant Date Fair Value
Outstanding at March 31, 2022	399,063	\$ 19.98
Granted	329,121	\$ 13.46
Vested	(228,519)	\$ 20.08
Forfeited/Cancelled	(70,311)	\$ 19.15
Outstanding at March 31, 2023	<u>429,354</u>	\$ 15.07

As of March 31, 2023, there was \$3,289,000 of unrecognized compensation expense related to these awards, which will be recognized over the remaining vesting period of approximately 1.5 years. The Company's unrecognized compensation expense includes restricted stock awards at the target performance level as deemed probable at each quarter-end.

Performance Stock Units (“PSUs”)

During the years ended March 31, 2023 and 2022, the Company granted 126,028 and 84,593 of performance-based PSUs (at target performance levels), respectively, to its executives, which typically cliff vest after three-years subject to continued employment. These awards are contingent and granted separately for each of the following metrics: adjusted EBITDA, net sales, and relative total shareholder return (“TSR”). Compensation cost is determined at the grant date and recognized on a straight-line basis over the requisite service period to the extent the conditions are deemed probable. The number of shares earned at the end of the three-year period will vary, based only on actual performance, from 0% to 150% of the target number of PSUs granted. PSUs are not considered issued or outstanding ordinary shares of the Company.

Adjusted EBITDA and net sales are considered performance conditions. The Company will reassess the probability of achieving each performance condition separately each reporting period. TSR is considered a market condition because it measures the Company’s return against the performance of the Russell 3000, excluding companies classified as financials and real estate, over a given period of time. Compensation cost related to the TSR award will not be adjusted even if the market condition is not met.

The Company calculated the fair value of the PSUs for each component individually. The fair value of PSUs subject to performance conditions is equal to the closing stock price on the grant date. The fair value of PSUs subject to the market condition is determined using the Monte Carlo valuation model.

The following table summarizes the assumptions used in determining the fair value of the TSR awards:

	Year Ended March 31,	
	2023	2022
Risk free interest rate	3.35%	0.47%
Expected life in years	3	3
Expected volatility of MPA common stock	51.30%	53.70%
Expected average volatility of peer companies	62.70%	59.30%
Average correlation coefficient of peer companies	27.50%	26.70
Expected dividend yield	-	-
Grant date fair value	\$ 16.02	\$ 26.89

The following is a summary of non-vested PSUs:

	Number of Shares	Weighted Average Grant Date Fair Value
Outstanding at March 31, 2022	84,593	\$ 23.19
Granted	126,028	\$ 14.00
Vested	-	-
Forfeited/Cancelled	(17,925)	\$ 19.95
Outstanding at March 31, 2023	<u>192,696</u>	\$ 17.48

At March 31, 2023, there was \$1,926,000 of unrecognized compensation expense related to these awards, which will be recognized over the weighted average remaining vesting period of approximately 1.9 years.

19. Segment Information

Pursuant to the guidance provided under the Financial Accounting Standards Board Accounting Standards Codification for segment reporting, the Company has identified its chief operating decision maker (“CODM”), reviewed the documents used by the CODM, and understands how such documents are used by the CODM to make financial and operating decisions. The Company has identified its Chief Executive Officer as the CODM. The criteria the Company used to identify the reportable segments are primarily the nature of the products the Company sells, the Company’s organizational and management reporting structure, and the operating results that are regularly reviewed by the Company’s CODM to make decisions about the resources to be allocated to the business units and to assess performance.

The Company’s three operating segments are:

- **Hard Parts**, including (i) light duty rotating electric products such as alternators and starters, (ii) wheel hub products, (iii) brake-related products, including brake calipers, brake boosters, brake rotors, brake pads and brake master cylinders, and (iv) turbochargers,
- **Test Solutions and Diagnostic Equipment**, including (i) applications for combustion engine vehicles, including bench top testers for alternators and starters, (ii) test solutions and diagnostic equipment for the pre- and post-production of electric vehicles, (iii) software emulation of power systems applications for the electrification of all forms of transportation (including automobiles, trucks and the emerging electrification of systems within the aerospace industry, such as electric vehicle charging stations), and
- **Heavy Duty**, including non-discretionary automotive aftermarket replacement hard parts for heavy-duty truck, industrial, marine, and agricultural applications.

Prior to the fourth quarter of fiscal 2023, the Company’s operating segments met the aggregation criteria and were aggregated. Effective as of the fourth quarter of fiscal 2023, the Company revised its segment reporting as it determined that its three operating segments no longer met the criteria to be aggregated. The Company’s Hard Parts operating segment meets the criteria of a reportable segment while Test Solutions and Diagnostic Equipment and Heavy Duty are not material, are not separately reportable, and are included within the “all other” category.

Financial information relating to the Company's segments is as follows:

	March 31, 2023		
	Hard Parts	All Other	Total
Net sales to external customers	\$ 638,460,000	\$ 44,614,000	\$ 683,074,000
Intersegment sales	600,000	192,000	792,000
Operating income (loss)	44,855,000	(8,303,000)	36,552,000
Depreciation and amortization	10,955,000	1,489,000	12,444,000
Segment assets	1,032,739,000	49,778,000	1,082,517,000
Capital expenditures	3,459,000	742,000	4,201,000
	March 31, 2022		
	Hard Parts	All Other	Total
Net sales to external customers	\$ 609,992,000	\$ 40,316,000	\$ 650,308,000
Intersegment sales	831,000	2,502,000	3,333,000
Operating income (loss)	32,265,000	(3,544,000)	28,721,000
Depreciation and amortization	11,345,000	1,541,000	12,886,000
Segment assets	1,017,475,000	47,488,000	1,064,963,000
Capital expenditures	6,630,000	920,000	7,550,000
	March 31, 2021		
	Hard Parts	All Other	Total
Net sales to external customers	\$ 512,251,000	\$ 28,531,000	\$ 540,782,000
Intersegment sales	560,000	1,898,000	2,458,000
Operating income (loss)	48,450,000	(1,830,000)	46,620,000
Depreciation and amortization	9,744,000	1,400,000	11,144,000
Capital expenditures	13,424,000	518,000	13,942,000
Net sales	March 31, 2023	March 31, 2022	March 31, 2021
Total net sales for reportable segment	\$ 639,060,000	\$ 610,823,000	\$ 512,811,000
Other net sales	44,806,000	42,818,000	30,429,000
Elimination of intersegment net sales	(792,000)	(3,333,000)	(2,458,000)
Total consolidated net sales	<u>\$ 683,074,000</u>	<u>\$ 650,308,000</u>	<u>\$ 540,782,000</u>
Profit or loss	March 31, 2023	March 31, 2022	March 31, 2021
Total operating income for reportable segment	\$ 44,855,000	\$ 32,265,000	\$ 48,450,000
Other operating loss	(8,303,000)	(3,544,000)	(1,830,000)
Elimination of intersegment operating (loss) income	(106,000)	(17,000)	13,000
Interest expense, net	(39,555,000)	(15,555,000)	(15,770,000)
Total consolidated (loss) income before income tax expense	<u>\$ (3,109,000)</u>	<u>\$ 13,149,000</u>	<u>\$ 30,863,000</u>
Assets	March 31, 2023	March 31, 2022	
Total assets for reportable segment	\$ 1,032,739,000	\$ 1,017,475,000	
Other assets	49,778,000	47,488,000	
Elimination of intersegment assets	(53,952,000)	(49,265,000)	
Total consolidated assets	<u>\$ 1,028,565,000</u>	<u>\$ 1,015,698,000</u>	

20. Share Repurchase Program

In August 2018, the Company's board of directors approved an increase in its share repurchase program from \$20,000,000 to \$37,000,000 of its common stock. During the year ended March 31, 2023 the Company did not repurchase any shares of its common stock. During the years ended March 31, 2022 and 2021, the Company repurchased 106,486 and 54,960 shares of its common stock, respectively, for \$1,914,000 and \$1,139,000, respectively. As of March 31, 2023, \$18,745,000 was utilized and \$18,255,000 remains available to repurchase shares under the authorized share repurchase program, subject to the limit in the Company's Credit Facility. The Company retired the 837,007 shares repurchased under this program through March 31, 2023. The Company's share repurchase program does not obligate it to acquire any specific number of shares and shares may be repurchased in privately negotiated and/or open market transactions.

21. Related Party Transactions

Lease

In December 2022, the Company entered into an operating lease for its 35,000 square foot manufacturing, warehouse, and office facility in Ontario, Canada, with a company co-owned by a member of management. The lease, which commenced January 1, 2023, has an initial term of one year with a base rent of approximately \$27,000 per month and includes options to renew for up to four years. The rent expense recorded by the Company for the related party lease was \$82,000 for the year ended March 31, 2023.

Convertible Note and Election of New Director

On March 31, 2023, the Company entered into the Note Purchase Agreement with Bison Capital Partners VI, L.P. and Bison Capital Partners VI-A, L.P., and Bison Capital Partners VI, L.P. as the Purchaser Representative, for the issuance and sale of the Convertible Notes. In connection with the issuance of the Convertible Notes and at the recommendation of the Nominating and Corporate Governance Committee of the Board and in connection with the bylaws of the Company, the Board appointed Douglas Trussler, a co-founder of Bison Capital in 2001, to the Board, effective immediately, to serve until the Company's 2024 Annual Meeting of Stockholders and until his successor is duly elected and qualified. Mr. Trussler's compensation will be consistent with the Company's previously disclosed standard compensation practices for non-employee directors, which are described in the Company's Definitive Proxy Statement, filed with the SEC on July 29, 2022. There are no other transactions between Mr. Trussler and the Company that would be reportable under Item 404(a) of Regulation S-K.

22. Employee Retention Credit

The CARES Act provides an employee retention credit ("ERC") that is a refundable tax credit against certain employer taxes. On December 27, 2020, Congress enacted the Taxpayer Certainty and Disaster Tax Relief Act of 2020, which amended and extended ERC availability under Section 2301 of the CARES Act. As a result, the Company was eligible to claim a refundable tax credit against the employer share of Social Security taxes equal to seventy percent (70%) of the qualified wages that it paid to its employees between December 31, 2020 and June 30, 2021. Qualified wages are limited to \$10,000 per employee per calendar quarter in 2021 for a maximum ERC per employee of \$7,000 per calendar quarter in 2021.

In the fourth quarter of the fiscal year ended March 31, 2022, the Company amended certain payroll tax filings and applied for a refund of \$5,104,000. As of March 31, 2023, the Company determined that all contingencies related to the ERC were resolved and recorded a \$5,104,000 receivable which is included in prepaid expenses and other current assets in the accompanying consolidated balance sheet. The \$5,104,000 of ERCs were recognized as a reduction in employer payroll taxes and allocated to the financial statement captions from which the employee's taxes were originally incurred. As a result, the Company recorded a reduction in expenses of \$2,034,000 in cost of goods sold, \$1,377,000 in general and administrative, \$968,000 in selling and marketing, and \$725,000 in research and development, which is reflected in the accompanying consolidated statement of operations for the year ended March 31, 2023. In April 2023, the Company received full payment for the ERC receivable.

The refund of employer taxes results in a decrease in deductions included in the Company's US federal and certain state income tax returns for the years that it received the payroll tax credits. The Company is required to amend its US federal and state income tax returns for the years ended March 31, 2022 and 2021 and pay additional income tax for those years. The Company has estimated that this will result in approximately \$1,250,000 of taxes payable, which is included in other current liabilities in the consolidated balance sheet at March 31, 2023 and income tax expense in the consolidated statements of operations for the year ended March 31, 2023.

Schedule II — Valuation and Qualifying Accounts**Accounts Receivable — Allowance for credit losses**

Years Ended March 31,	Description	Balance at beginning of year	Charge to (recovery of) bad debts expense	Amounts written off	Balance at end of year
2023	Allowance for credit losses	\$ 375,000	\$ 108,000	\$ 144,000	\$ 339,000
2022	Allowance for credit losses	\$ 348,000	\$ 95,000	\$ 68,000	\$ 375,000
2021	Allowance for credit losses	\$ 4,252,000	\$ (1,000)	\$ 3,903,000	\$ 348,000

Accounts Receivable — Allowance for customer-payment discrepancies

Years Ended March 31,	Description	Balance at beginning of year	Charge to discrepancies expense	Amounts Processed	Balance at end of year
2023	Allowance for customer-payment discrepancies	\$ 1,375,000	\$ 2,112,000	\$ 1,853,000	\$ 1,634,000
2022	Allowance for customer-payment discrepancies	\$ 752,000	\$ 2,142,000	\$ 1,519,000	\$ 1,375,000
2021	Allowance for customer-payment discrepancies	\$ 1,040,000	\$ 694,000	\$ 982,000	\$ 752,000

Inventory — Allowance for excess and obsolete inventory

Years Ended March 31,	Description	Balance at beginning of year	Provision for excess and obsolete inventory	Amounts written off	Balance at end of year
2023	Allowance for excess and obsolete inventory	\$ 13,520,000	\$ 18,851,000	\$ 15,935,000	\$ 16,436,000
2022	Allowance for excess and obsolete inventory	\$ 13,246,000	\$ 13,504,000	\$ 13,230,000	\$ 13,520,000
2021	Allowance for excess and obsolete inventory	\$ 13,208,000	\$ 12,803,000	\$ 12,765,000	\$ 13,246,000

FIRST AMENDED AND RESTATED CONVERTIBLE PROMISSORY NOTE

THIS FIRST AMENDED AND RESTATED CONVERTIBLE PROMISSORY NOTE (THIS “NOTE”) AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBJECT TO THE SUBORDINATION AGREEMENT DATED MARCH 31, 2023 AMONG PNC BANK, NATIONAL ASSOCIATION, MOTORCAR PARTS OF AMERICA, INC., D & V ELECTRONICS LTD., DIXIE ELECTRIC LTD., DIXIE ELECTRIC INC., BISON CAPITAL PARTNERS VI, L.P. AND BISON CAPITAL PARTNERS VI-A, L.P.

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS.

THIS NOTE IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT UNDER SECTIONS 1272, 1273 AND 1275 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”). YOU MAY CONTACT THE CHIEF FINANCIAL OFFICER, AT 2929 CALIFORNIA STREET TORRANCE, CA 90503, WHO WILL PROVIDE YOU WITH ANY REQUIRED INFORMATION REGARDING THE ORIGINAL ISSUE DISCOUNT, INCLUDING THE ISSUE PRICE, THE AMOUNT OF ORIGINAL ISSUE DISCOUNT, THE ORIGINAL ISSUE DATE AND THE YIELD TO MATURITY.

CONVERTIBLE PROMISSORY NOTE
Due March 30, 2029

[\$ _____]¹

Reissued as of March 31, 2023

FOR VALUE RECEIVED, the undersigned, MOTORCAR PARTS OF AMERICA, INC., a New York corporation (“Maker” or the “Company”), hereby promises to pay to BISON CAPITAL PARTNERS [VI / VI-A], L.P., a Delaware limited partnership or its registered assigns (such Person or any registered assigns, “Holder”), the principal sum of [_____ Dollars (\$ _____)] (the “Original Principal Amount”) plus all interest thereon and other amounts payable hereunder at the times and on the dates set forth herein. Except as otherwise stated herein, the principal amount of this Note, the interest thereon and all other amounts due hereunder shall be payable in lawful currency of the United States of America in immediately available funds and in the manner provided in Section 7.

¹ NTD: Holder’s Pro Rata Percentage of the Purchase Price (as defined in the NPA).

This First Amended and Restated Promissory Note (as amended, restated, amended and restated, extended, or otherwise modified in writing from time to time, this “Note”) is one of the two Notes (such other Note, the “Other Note”) referred to in that certain Note Purchase Agreement dated as of March 31, 2023 (the “Original Issue Date”), as amended on [•], 2023 but with effect as of the Original Issue Date, by and among (a) Maker, on the one hand, and (b) Holder, Bison Capital Partners [VI / VI-A], L.P., a Delaware limited partnership, and [Holder / Bison Capital Partners VI, L.P.], as the purchaser representative thereunder, on the other hand (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Purchase Agreement”). This Note amends and restates that certain Convertible Promissory Note dated March 31, 2023 (the “Original Note”) with effect as of the Original Issue Date. This Note is subject to the provisions of the Purchase Agreement including the provisions therein with respect to exercising rights and remedies under this Note. Holder is entitled to the benefits of this Note and the Purchase Agreement to the extent that it relates to this Note, and may enforce the agreements of the Company contained herein and therein and exercise the remedies provided for hereby and thereby or otherwise available in respect hereto and thereto, subject to the terms and conditions herein and therein. Capitalized terms used herein without definition are used herein with the meanings ascribed to such terms in the Purchase Agreement.

1. Interest.

(a) Regular interest (“Interest”) shall accrue on the principal amount of this Note at a per annum rate equal to ten percent (10.0%) (such interest rate, the “Scheduled Interest Rate”). Interest at the Scheduled Interest Rate shall be due and payable in arrears annually on the first Business Day of each April (each such scheduled date for interest payment, an “Interest Payment Date”), commencing on April 1, 2024, and shall be paid, at the election of Maker, on each Interest Payment Date either in kind or in cash; provided, however, that if Maker does not make an election prior to the Interest Payment Date, Maker shall be deemed to have elected for the applicable Interest to be paid in kind; provided further that Maker shall be deemed to have elected that the Interest through April 1, 2024 shall be paid in kind. Each reference in this Note to the payment of interest in kind shall mean that such interest shall be automatically added to the outstanding principal amount of this Note on the date such interest was due (whether such date is an Interest Payment Date or otherwise) and shall further accrue interest in the same manner as the outstanding principal under this Note.

(b) Upon the Maturity Date, all accrued and unpaid Interest under this Note shall be due and payable pursuant to Section 2. For the avoidance of doubt, the Company may be further responsible for Default Interest and Costs (as all such terms are defined below) under and pursuant to the terms of this Note, all of which will be due and payable as set forth in this Note, and the Company’s obligation to pay such amounts will survive the Company’s discharge of principal and Interest due under this Note.

(c) Interest under this Note shall accrue from and including the Original Issue Date until the repayment (or, as set forth in Section 3, Section 4 or Section 5 of this Note, conversion or redemption) in full of the principal of this Note, all other Outstanding Amounts (as defined below) and all other amounts, if any, payable under this Note. All interest payable under this Note shall be computed on the basis of a 360 day year of twelve 30-day months, and for partial months, on the basis of actual days elapsed over a 30-day month.

(d) With five (5) Business Days prior written notice to Holder (the “Accrued Interest Notice”), Maker may elect to pay all or part of the Interest previously accrued and paid in kind (the “Accrued Interest”) in cash (the “Accrued Interest Cash”); *provided, however*, that without Holder’s prior written consent, Maker shall not have such right after the date that Maker receives an indication of interest for a Fundamental Transaction Maker believes is reasonably likely to actually result in a Fundamental Transaction (unless and until the contemplated Fundamental Transaction is abandoned). If such Accrued Interest is paid in cash, the outstanding principal shall be adjusted to account for this payment of the Accrued Interest.

(e) If Maker provided the Accrued Interest Notice and paid Holder Accrued Interest Cash, and, within ninety (90) days of such payment, Maker issues a Redemption Offer pursuant to Section 5(a) herein, Holder may return such paid Accrued Interest Cash to the Company (whereupon it shall be added to principal balance of this Note) prior to (but contingent upon) the consummation of the applicable redemption (and if the redemption does not occur by the date provided therefor, the Company shall return such amount to Holder upon its request).

2. Repayment of Principal.

(a) All payments of principal under this Note *plus* any accrued but unpaid interest thereon (including Interest at the Scheduled Interest Rate and Default Interest) (collectively, the “Outstanding Amount” or “Outstanding Amounts”), shall be due and payable in immediately available funds on March 30, 2029 (the “Maturity Date”), unless this Note has been earlier converted or redeemed as described below in Section 3, Section 4 or Section 5. For the avoidance of doubt, nothing in this clause shall affect the obligation of Maker to make, or the right of Holder to demand, payments of interest and Costs when due and payable in accordance with the other provisions of this Note.

(b) Maker may not prepay or redeem all or any portion of this Note, except as otherwise provided herein or with the prior written consent of Holder.

(c) Prior to the close of the first “accrual period” (within the meaning of Section 163(i)(2) of the Code) ending after the fifth anniversary of the Original Issue Date and prior to the close of each subsequent accrual period (the date of each such payment, an “AHYDO Payment Date”), Maker shall make a cash payment on the Note in an amount equal to the AHYDO Amount, without payment of any premium or penalty. For purposes of this Section 2(c), “AHYDO Amount” means, as of each AHYDO Payment Date, the amount sufficient to ensure that the Note will not be an “applicable high yield discount obligation” within the meaning of Section 163(i)(1) of the Code and that such Note shall be treated as not having “significant original issue discount” within the meaning of Section 163(i)(2) of the Code. Each payment of the AHYDO Amount shall be treated for tax and all other relevant purposes first as a payment of the current accrued and unpaid interest (including any interest paid in kind) as of each such AHYDO Payment Date to the extent thereof and thereafter as an additional payment on the Note. Notwithstanding anything herein to the contrary, it is the intention of this Section 2(c) that the Note shall not be treated as an “applicable high yield discount obligation” within the meaning of Section 163(i)(1) of the Code, and the provisions hereunder shall be construed pursuant to this intent. The computations and determinations made by Maker under this provision shall be binding upon Holder.

3. Conversion.

(a) Generally. Holder shall have the right at any time and from time to time to convert all or any portion of the Outstanding Amounts into fully paid, non-assessable and freely tradeable shares of Common Stock at the Conversion Price in effect at the time of conversion (the "Conversion Right"); *provided*, that any such exercise of a Conversion Right shall be for an amount no less than and (if for less than the Outstanding Amounts) in a whole multiple of Five Million Dollars (\$5,000,000) (unless the Outstanding Amounts are less than Five Million Dollars (\$5,000,000), in which case the conversion amount shall be the Outstanding Amounts). The "Conversion Price" is initially equal to Fifteen Dollars (\$15) per share, subject to adjustment as provided pursuant to the terms of this Note (as so adjusted, the "Conversion Price").

(b) Termination of Conversion Right. The Conversion Right shall terminate upon redemption in full of this Note.

(c) Fractional Shares. No fractional shares of Common Stock shall be issued upon any conversion of this Note. In lieu of any fractional shares to which Holder would otherwise be entitled, the number of shares of Common Stock to be issued upon conversion of this Note shall be rounded to the nearest whole share.

(d) Mechanics of Conversion.

(1) Notice of Conversion. Holder shall exercise the Conversion Right by transmitting by email (or otherwise delivering) a signed (which may be in electronic format and may be delivered by email) copy of a written conversion notice substantially in the form attached hereto as Exhibit A (the "Conversion Notice") to the Company in accordance with Section 15 (the "Notice of Conversion"), which notice shall specify the portion of the Outstanding Amounts to be converted and the date the applicable conversion is to be effected (the "Conversion Effective Date"), and may specify that the effectiveness of the exercise of the Conversion Right is contingent upon the consummation of a transaction or occurrence meeting conditions specified by Holder (such as timing and consideration payable to holders of Common Stock), in which case the Conversion Effective Date shall be deemed to be the date of the consummation of such event and, if such specified conditions are not met, the Conversion Notice shall be deemed automatically withdrawn unless Holder otherwise indicates in a written notice delivered to the Company. Without limiting the foregoing, Holder shall have the right to withdraw the Conversion Notice by delivery of a notice of withdrawal to the Company at any time prior to the Conversion Effective Date.

(2) Issuance of Shares. Within one (1) Business Day after the Conversion Effective Date, Maker shall cause to be issued in the name of and delivered to Holder a certificate or certificates for the number of shares of Common Stock to which Holder is entitled upon exercise of the Conversion Right.

(3) Reservation of Shares. The Company shall, at all times when this Note shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the Conversion Right, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of the then Outstanding Amounts, and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the Conversion Right of the then Outstanding Amounts, the Company shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to the certificate of incorporation or other Governing Documents of the Company. Before taking any action which would cause an adjustment reducing the Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of this Note, the Company shall take any corporate action which may, in the opinion of its counsel, be necessary in order that the Company may validly and legally issue fully paid and non-assessable shares of Common Stock at such adjusted Conversion Price.

(4) Taxes. The Company shall pay any and all stamp, documentary or similar issue Taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon exercise of the Conversion Right. The Company shall not, however, be required to pay any Tax which may be payable (i) by Holder as a result of the exercise of its Conversion Right or (ii) in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which this Note so converted was registered, and no such issuance or delivery shall be made unless and until the Person requesting such issuance has paid to the Company the amount of any such Tax or has established, to the satisfaction of the Company, that such Tax has been paid.

(e) Adjustment for Stock Splits and Combinations. If the Company shall at any time or from time to time after the Original Issue Date effect a subdivision of the outstanding Common Stock, the Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Company shall at any time or from time to time after the Original Issue Date combine the outstanding shares of Common Stock, the Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

(f) Adjustment for Certain Dividends and Distributions. In the event the Company at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Conversion Price then in effect by a fraction:

(1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing: (i) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (ii) no such adjustment shall be made if Holder simultaneously receives a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if the Outstanding Amounts had been converted into Common Stock on the date of such event.

(g) [Reserved]

(h) Adjustment for Merger or Reorganization, etc. If there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Company in which the Common Stock is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsections 3(e), 3(f) and 3(g)), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, the Note shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Company issuable upon conversion of the Note immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as reasonably determined in good faith by the Board) shall be made in the application of the provisions in this Subsection 3(h) with respect to the rights and interests thereafter of Holder, to the end that the provisions set forth in this Subsection 3(h) (including provisions with respect to changes in and other adjustments of the Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Note.

(i) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 3, the Company at its expense shall, as promptly as reasonably practicable but in any event not later than thirty (30) days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to Holder a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Note is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, as promptly as reasonably practicable after the written request at any time of Holder (but in any event not later than thirty (30) days thereafter), furnish or cause to be furnished to Holder a certificate setting forth (i) the Conversion Price then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of the Note.

(j) Notice of Record Date. In the event: (1) the Company shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Note) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security, (2) of any capital reorganization of the Company, any reclassification of the Common Stock of the Company, or any Fundamental Transaction; or (3) of the voluntary or involuntary dissolution, liquidation or winding-up of the Company, then, and in each such case, the Company will send or cause to be sent to Holder a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Note) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Note and the Common Stock. Such notice shall be sent at least ten (10) days prior to the record date or effective date for the event specified in such notice.

(k) Post-Conversion Covenants. Unless Maker and Holder otherwise agree, acting reasonably and in good faith, if the sum of (i) the aggregate proceeds received by Holder from the sale of shares of Common Stock received pursuant to the exercise of the Conversion Right (net of all underwriting discounts, selling commissions and similar costs applicable to the sale of such shares) plus (ii) any cash interest Holder has received to such date (together, the "Total Holder Amount") exceeds two (2) times the Original Principal Amount, Holder shall pay to Maker fifteen percent (15%) of all Interest and Default Interest paid to Holder except to the extent that such payment would result in the Total Holder Amount (after deducting such payment) to be less than two (2) times the Original Principal Amount. Such payment shall be deemed additional consideration for the applicable shares of Common Stock, to be allocated among such shares in a manner jointly determined by Maker and Holder, acting reasonably and in good faith. This Section 3(k) shall not be applicable if Maker has made a Redemption Offer (as defined below).

4. Event of Default. Upon the occurrence of an Event of Default, Maker shall as soon as reasonably practicable but in all events within five (5) Business Days deliver written notice thereof (an "Event of Default Notice") to Holder.

(a) Default Interest. Upon and during the occurrence and continuance of an Event of Default, at the option of Holder (by written notice to Maker, which notice shall be given effect as of the date of the occurrence of such Event of Default), this Note and all Outstanding Amounts hereunder shall bear interest, from the date of the occurrence of such Event of Default until such Event of Default is cured or waived in writing, at a *per annum* rate equal to twelve percent (12.0%) (the "Default Interest Rate," and all such additional amounts of interest described in this Section 4(a), the "Default Interest"); *provided, however,* upon and during the occurrence and continuance of an Event of Default pursuant to Section 9.1(b) of the Purchase Agreement, this Note and all Outstanding Amounts hereunder shall bear interest at the Default Interest Rate automatically from the date of the occurrence of such Event of Default until such Event of Default is waived in writing. Default Interest shall be due and payable, at the election of Maker, on the last day of each of the first two three month periods occurring following the Event of Default either in kind or in cash; provided, however, that if Maker does not make an election prior to the applicable date, Maker shall be deemed to have elected for the applicable Interest to be paid in kind; and provided further that Default Interest accruing following the second three month period, along with any interest paid in kind pursuant to the first part of this sentence, shall be due and payable in cash on demand.

(b) Rights and Remedies on Event of Default. Upon the occurrence and during the continuation of an Event of Default, (i) Holder shall have all rights and remedies specified herein with respect to an Event of Default, (ii) Holder shall have the right to declare all Outstanding Amounts and other amounts owing by the Maker to the Holder under this Note immediately due and payable in cash if such Event of Default has not been cured (to the extent the Maker has a cure right for such Event of Default pursuant to Section 9.2 of the Purchase Agreement) as set forth in Section 9.2 of the Purchase Agreement; provided, however, if any Event of Default described in Section 9.1(b) of the Purchase Agreement occurs, all Outstanding Amounts and other amounts owing by the Maker to the Purchaser under this Note shall automatically become due and payable in cash without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Maker; (iii) the rights and remedies specified in the Purchase Agreement shall be available for the benefit of Holder and (iv) Holder shall have all other rights and remedies available to it at law or in equity that apply to a breach of contract. Without limiting the foregoing, even if an Event of Default occurs, Holder reserves the right to exercise the Conversion Right with respect to all or any portion of the Outstanding Amounts in accordance with Section 3.

5. Redemption.

(a) Redemption by the Company. If the Redemption Conditions (as defined below) are met as of both the date of the Redemption Offer and the date of the redemption, the Company shall have the right, from and after March 31, 2026, being the date that is thirty-six (36) months after the Original Issue Date, to provide thirty (30) days written notice to Holder indicating its intention (the "Redemption Offer") to repay all or part of the outstanding Notes at the Company Redemption Price; provided, that any such exercise of the Redemption Offer shall be for an amount no less than and (if for less than the Outstanding Amounts) in a whole multiple of the product of Ten Million Dollars (\$10,000,000) (unless the Outstanding Amounts are less than Ten Million Dollars (\$10,000,000), in which case the redemption amount shall be the Outstanding Amounts). At any time until fifteen (15) days prior to the closing of the Redemption Offer, Holder may elect to convert all or part of the Outstanding Amounts into Common Stock pursuant to Section 3 above, *provided that*, if the volume weighted average price ("VWAP") of the Common Stock as reported on The NASDAQ Stock Market (or, if The NASDAQ Stock Market is not the principal trading market for the Common Stock, then on the principal securities exchange or securities market on which the Common Stock is then traded) for the twenty (20) consecutive Trading Day (as defined in the Warrant) period ending on the Trading Day immediately prior to the date the notice of the Redemption Offer is delivered is less than \$15.00 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Common Stock effected after Original Issue Date), at any time until five (5) Business Days prior to the closing of the Redemption Offer, Holder may elect to convert all or part of the Outstanding Amounts into Common Stock pursuant to Section 3 above.

(b) Redemption Upon Fundamental Transaction. The Company shall deliver written notice (the “Fundamental Transaction Notice”, and with the Redemption Offer, the “Redemption Notices”) to Holder upon the earlier of (i) thirty (30) days prior to the consummation of a Fundamental Transaction, or (ii) the public announcement of such Fundamental Transaction, which notice shall include the material terms of the Fundamental Transaction (and each time there are any changes in the material terms of the Fundamental Transaction, the Company shall promptly thereafter, and in all events no less than thirty (30) days prior to the consummation thereof, deliver a notice to Holder setting forth such changes). At any time prior to five (5) Business Days prior to the closing of the Fundamental Transaction, Holder will have the right, by written notice to the Company, to require the Company to redeem this Note in full in cash at the Applicable Sale Redemption Price effective (and contingent) upon consummation of the Fundamental Transaction. As used herein, a “Fundamental Transaction” means the occurrence of any of the following: (a) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) becomes, or obtains rights (whether by means or warrants, options or otherwise) to become, the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than thirty-three percent (33%) of the outstanding Capital Stock of the Company; (b) the consummation of an Acquisition, an Asset Transfer, or a liquidation, dissolution or winding up of the Company; (c) any transaction or series of transactions similar to the foregoing clauses of this paragraph; or (d) the Board or stockholders of the Company authorize or approve any of the foregoing clauses of this paragraph.

(c) Redemption Conditions. The “Redemption Conditions” shall mean that the following conditions are satisfied: (i) the Common Stock is listed on a national exchange, including on The NASDAQ Stock Market, (ii) there is no Event of Default occurring and continuing and (iii) Adjusted EBITDA as defined in and reported by the Company in its most recent earnings release for the most recent four quarters is greater than Eighty Million Dollars (\$80,000,000).

(d) Holder Redemption Price. For purposes of this Section 5, the “Holder Redemption Price” shall mean the outstanding principal amount of the Note at the time of redemption (or portion thereof), *plus* any accrued and unpaid interest thereon at the Scheduled Interest Rate, *plus* any accrued and unpaid Default Interest.

(e) Company Redemption Price. For purposes of this Section 5, the “Company Redemption Price” shall mean Holder Redemption Price *plus* Holder’s Pro Rata Percentage (as defined in the Purchase Agreement) of Four Million Dollars (\$4,000,000), provided, however, that if the VWAP of the Common Stock as reported on The NASDAQ Stock Market (or, if The NASDAQ Stock Market is not the principal trading market for the Common Stock, then on the principal securities exchange or securities market on which the Common Stock is then traded) for twenty (20) Trading Days during the period commencing on the Original Issue Date and ending 180 days hereafter is less than \$8.00 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Common Stock effected after the Original Issue Date), the Company Redemption Price shall mean Holder Redemption Price *plus* Holder’s Pro Rata Percentage of Five Million Dollars (\$5,000,000); *provided, further*, that if the exercise conditions as described in the Warrant are met, the Company Redemption Price shall mean Holder Redemption Price *plus* Holder’s Pro Rata Percentage of Two Million Dollars (\$2,000,000). The Company Redemption Price and Holder Redemption Price shall be known as the “Redemption Prices,” and each a “Redemption Price.”

(f) Applicable Sale Redemption Price. For purposes of this Section 5, the “Applicable Sale Redemption Price” shall mean (i) until the date that is thirty-six (36) months after the Original Issue Date, the Company Redemption Price, and (ii) on and after the date that is thirty-six (36) months after the Original Issue Date, the Holder Redemption Price.

(g) Redemption Mechanics. Maker shall deliver a calculation of the applicable Redemption Price to Holder within three (3) Business Days after Holder's receipt of the applicable Redemption Notice. Maker shall deliver the applicable Redemption Price to Holder concurrently with the consummation of such Fundamental Transaction or, upon receipt of a Redemption Offer, within the time specified within such Redemption Offer. In addition, in the event all of the then Outstanding Amounts are redeemed, then Maker shall, on the effective date of the redemption (the "Redemption Date"), pay to Holder all Outstanding Amounts and Holder shall promptly thereafter deliver to the Company the original Note, marked cancelled.

6. Maximum Lawful Rate of Interest. The rate of interest payable under this Note shall in no event exceed the maximum rate permissible under applicable Law. If the rate of interest payable on this Note is ever reduced as a result of this Section 6 and at any time thereafter the maximum rate permitted under applicable Law exceeds the rate of interest provided for in this Note, then the rate provided for in this Note shall be increased to the maximum rate provided for under applicable Law for such period as is required so that the total amount of interest received by Holder is that which would have been received by Holder but for the operation of the first sentence of this Section.

7. Manner of Payment. Payments of principal, interest and other amounts due under this Note shall be made no later than 11:00 a.m. (Pacific Time) on the date when due and in lawful money of the United States of America (by wire transfer in funds immediately available at the place of payment) to such account as Holder may designate in writing to Maker at least three (3) Business Days prior to such payment date. Any payments received after 11:00 a.m. (Pacific Time) shall be deemed to have been received on the following Business Day. Any payments due hereunder that are due on a day which is not a Business Day shall be payable on the following Business Day, and such extension of time shall be included in the computation of all amounts payable hereunder.

8. Transfer.

(a) The term "Holder" as used herein shall initially mean Holder named in this Note and shall also include any transferee of this Note whose name has been recorded in the register for the registration and registration of transfers of this Note (the "Register"), which Register shall be maintained by Maker at its principal executive office. Each transferee of this Note acknowledges that this Note has not been registered under the Securities Act, and may be transferred only pursuant to an effective registration under the Securities Act or pursuant to an applicable exemption from the registration requirements of the Securities Act.

(b) The name and address of Holder, each transfer thereof and the name and address of each transferee shall be registered in the Register, and upon notice of such transfer, Maker shall be obligated to record such information in the Register. Prior to due presentment for registration of transfer, absent manifest error, the Person in whose name this Note is registered shall be deemed and treated as the owner and holder thereof for all purposes hereof. Any transfer of this Note shall be effective as against Maker upon appropriate entries with respect thereto being made in the Register.

(c) Holder may, at any time and from time to time without the consent of Maker, assign or transfer to one or more Persons all or any portion of this Note; provided that Holder may not, without the consent of Maker, assign or transfer all or any portion of this Note to one or more Persons which Maker shall reasonably determine is in the same or substantially similar business that is competitive with Maker. Upon surrender of this Note at Maker's principal executive office for registration of any such assignment or transfer, accompanied by a duly executed instrument of transfer, Maker shall, at its expense and within five (5) Business Days of such surrender, execute and deliver one or more new notes of like tenor in the requested principal denominations and in the name of the assignee or assignees and bearing the legend set forth on the face of this Note, and this Note shall promptly be canceled. If the entire outstanding principal balance of this Note is not being assigned, Maker shall issue to Holder hereof, within five (5) Business Days of the date of surrender hereof, a new note which evidences the portion of such outstanding principal balance not being assigned. If this Note is divided into one or more notes, is held at any time by more than one Holder, and any payments of principal of, premium on (if any), interest or other amounts on this Note are made that are not sufficient to pay the amounts then due hereunder, then such payments shall be made pro rata with respect to all such notes in accordance with the outstanding principal amounts thereof.

(d) Notwithstanding anything to the contrary contained herein, the Note is a registered obligation, the right, title and interest of Holder and its assignees in and to the Note shall be transferable only upon notation of such transfer in the Register and no assignment thereof shall be effective until recorded therein. This Section 8(d) shall be construed so that the Note is at all times maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Internal Revenue Code.

(e) Except as otherwise permitted by Section 8(c) or Section 9(a) or following an Event of Default, Holder and any permitted transferee thereof as set forth above shall not, without the prior written consent of Maker, make any short sale of, grant or sell any option for the purchase of, lend, pledge, in whole or in part, any of the economic consequences of ownership (whether any such transaction is described above or is to be settled by delivery of the Notes in cash, or otherwise), the Note or shares of Common Stock then owned by Holder or any transferee thereof, or enter into an agreement to do any of the foregoing.

9. Persons Deemed Owners; Participations.

(a) Prior to due presentment for registration of any assignment, Maker may treat the Person in whose name this Note is registered as the owner and Holder of this Note for all purposes, and Maker shall not be affected by notice to the contrary. Subject to the preceding sentence, Holder may grant to any other Person participations from time to time in all or any part of this Note on such terms and conditions as may be determined by Holder in its sole discretion, subject to applicable federal and state securities Laws. Notwithstanding anything to the contrary contained herein or otherwise, nothing in the Purchase Agreement, this Note or any other Transaction Document or otherwise shall confer upon the participant any rights in the Purchase Agreement or any other Transaction Document, and Holder shall retain all rights with respect to the administration, waiver, amendment, collection and enforcement of, compliance with and consent to the terms and provisions of the Purchase Agreement, this Note or any other Transaction Document.

(b) In addition, Holder may, without the consent of the participant, give or withhold its consent or agreement to any amendments to or modifications of the Purchase Agreement, this Note or any other Transaction Document, waive any of the provisions hereof or thereof or exercise or refrain from exercising any other rights or remedies which Holder may have under the Purchase Agreement, this Note or any other Transaction Document or otherwise.

10. Replacement of Note. On receipt by Maker of an affidavit of an authorized representative of Holder stating the circumstances of the loss, theft, destruction or mutilation of this Note (and in the case of any such mutilation, on surrender and cancellation of this Note), Maker, at its expense, will promptly (and in no event later than five (5) Business Days after such notice) execute and deliver, in lieu thereof, a new note in the same form and of like tenor as this Note.

11. Costs of Collection. Maker agrees to pay all costs and expenses, including the fees and expenses of any attorneys, accountants and other experts retained by Holder, which are expended or incurred by Holder in connection with: (a) the enforcement of this Note or the collection of any sums due hereunder, whether or not suit is commenced; (b) any actions for declaratory relief in any way related to this Note; (c) the protection or preservation of any rights of Holder under this Note; (d) any actions taken by Holder in negotiating any amendment, waiver, consent or release of or under this Note, (e) in connection to this Note, Holder's participation in any refinancing, restructuring, bankruptcy or insolvency proceeding involving Maker, any other Group Company or any other Affiliate of Maker; (f) any refinancing or restructuring of this Note, including, without limitation, any restructuring in the nature of a "work out" or in any insolvency or bankruptcy proceeding and (g) without duplication the foregoing, Purchaser Expenses (collectively, "Costs"). All of these Costs shall be payable by Maker within ten (10) days after Holder provides written notice of such Costs to the Company. Unpaid Costs remaining after ten (10) days after Holder provides written notice of such Costs to the Company shall bear interest at the Default Interest Rate until paid, but not in excess of the maximum rate permitted by Law.

12. Extension of Time. Holder, at its option, may extend the time for payment of this Note, postpone the enforcement hereof, or grant any other indulgences without affecting or diminishing Holder's right to recourse against the Company, which right is expressly reserved.

13. Company's Waivers. Maker hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and all other notices of any kind to which it may be entitled under applicable Law or otherwise. All payments under this Note shall be made without setoff, counterclaim or deduction of any kind.

14. Stay, Extension and Usury Laws. To the extent that it may lawfully do so, Maker (A) agrees that it will not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law (wherever or whenever enacted or in force) that may affect the covenants or the performance of this Note; and (B) expressly waives all benefits or advantages of any such law and agrees that it will not, by resort to any such law, hinder, delay or impede the execution of any power granted to Holders by this Note, but will suffer and permit the execution of every such power as though no such law has been enacted.

15. Notices. All notices, consents and other communications required or permitted by this Note shall be in writing and shall be (a) delivered to the appropriate address by hand, by nationally recognized overnight service or by courier service (costs prepaid), (b) sent by facsimile or e-mail, or (c) sent by registered or certified mail, return receipt requested, in each case to the addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated in the Purchase Agreement (or to such other address, facsimile number, e-mail address or person as a party may designate by notice to the other party). All notices, consents, waivers and other communications shall be deemed to have been duly given (as applicable): if delivered by hand, when delivered by hand; if delivered by overnight service, when delivered by nationally recognized overnight service; if delivered by courier, when delivered by courier; if sent via registered or certified mail, five (5) Business Days after being deposited in the mail, postage prepaid; or if delivered by email or facsimile, when transmitted if transmitted without indication of delivery failure and prior to 5:00 p.m. local time for the recipient (and if on or after 5:00 p.m. local time for the recipient, then delivery will be deemed duly given at 9:00 a.m. local time for the recipient on the subsequent Business Day).

16. Governing Law; Waiver.

(a) In all respects, including matters of construction, validity and performance, this Note shall be governed by, and construed and enforced in accordance with, the internal Laws of the State of New York applicable to Contracts made and performed in that state (without regard to the choice of law or conflicts of law provisions thereof that would require the application of the Law of any other jurisdiction).

(b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS NOTE, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS NOTE. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

(c) This section shall survive the termination of this Note.

17. Arbitration. All claims, controversies or disputes arising under or in connection with this Note, between or among any of the parties (and their respective Representatives), whether sounding in contract or tort, including arbitrability and any claim that this Note was induced by fraud (collectively, the "Covered Claims"), will be resolved by binding arbitration in Los Angeles, California in accordance with the following terms and conditions:

(a) Administrator. The arbitration of all Covered Claims will be administered by the American Arbitration Association ("AAA") in accordance with the AAA Commercial Arbitration Rules then in effect, except that the arbitration proceedings will be governed by California procedural law as if the Covered Claims had been brought in a state court of California; *provided, however*, that (i) the parties waive any right to jury, (ii) there shall be no interlocutory appellate relief (such as writs) available, (iii) discovery will be limited to matters which are directly relevant to the issues in the arbitration and (iv) any award of the Arbitrator shall be final and binding and non-appealable.

(b) Arbitrator. The arbitration will take place in the Los Angeles, California office of AAA and be conducted by a single, neutral arbitrator (“Arbitrator”), to be selected as follows: (i) within seven (7) Business Days from service of an arbitration complaint, the parties will endeavor in good faith to agree upon an Arbitrator; and (ii) failing such agreement under subparagraph (i) above, the parties, or any party, will ask AAA to supply the parties with a list of no less than seven (7) arbitrators (all of whom shall disclose and clear any potential conflicts) having no less than five (5) years’ experience in arbitrating complex business arrangements. Upon receipt of that list of potential arbitrators, each of the parties will communicate within seven (7) days to AAA the names of four arbitrators from the list that the party would agree to use or its right to participate in the selection of the arbitrator will be forfeited. As soon as AAA receives the selections from affected parties, AAA will review the selected arbitrators and appoint one of those arbitrators whose name appears on all of the lists submitted by the parties. AAA will have the discretion to select the arbitrator that it believes is best suited for the arbitration in terms of experience and availability, and AAA’s selection will be final.

(c) Interim, Provisional or Emergency Relief. The Arbitrator may, in the course of the proceedings, order any interim, provisional or emergency relief, remedy or measure (including attachment, preliminary injunction, or the deposit of specified security) that the Arbitrator considers to be necessary, just and equitable. The failure of a party to comply with such an interim order may, after due notice and opportunity to cure such noncompliance, be treated by the Arbitrator as a default, and some or all of the claims or defenses of the defaulting party may be stricken and partial or final award entered against such party, or the Arbitrator may impose such lesser sanctions as the Arbitrator may deem appropriate. This Section 17 will not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction, and each of the parties irrevocably submits to the jurisdiction of the Superior Court and the Federal Court, located in the county of Los Angeles, California, in conjunction with an application for a provisional remedy.

(d) Excluded Claims. The term “Covered Claims” as used in this Note does not include compulsory or permissive cross-claims between or among the parties that arise in a legal action brought by or against a non-signatory hereto (“Non-Signatory Action”) or any dispute submitted to the Accounting Firm in accordance with Section 4. However, a party that has the right to assert a permissive cross-claim against another party in a Non-Signatory Action may choose to treat that claim as a Covered Claim and assert it in accordance with the terms of this Note. The term “Covered Claims” as used in this Note also does not limit the right of any party to (i) foreclose against real or personal property collateral, (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before, during or after the pendency of any arbitration proceeding. The exclusions from “Covered Claims” set forth in this Section 17(d) do not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in this Section 17(d).

(e) Record and Proceedings. A full stenographic or electronic record of all proceedings in the arbitration will be maintained, and the Arbitrator will issue rulings, a statement of decision and a judgment as if the Arbitrator were a sitting judge of the state court of California, with all of the powers (including with respect to remedies) vested in such a judge. The fees and costs of creating and maintaining a stenographic or electronic record will be initially borne by the parties to the arbitration in equal amounts.

(f) Res Judicata, Collateral Estoppel and Law of the Case. A decision of the Arbitrator will have the same force and effect with respect to collateral estoppel, *res judicata* and law of the case that such decision would have been entitled to if decided in a court of law, but in no event will such a decision be used by or against a party to this Note in a Non-Signatory Action.

(g) Jurisdiction/Venue/Enforcement of Award. The parties consent and submit to the exclusive personal jurisdiction and venue of the state and federal courts located in Los Angeles, California to confirm any arbitration award granted pursuant to this Note, including, but not limited to, any award granting equitable relief, and to otherwise enforce this Note and carry out the intentions of the parties to resolve all Covered Claims through arbitration. This Section 17 does not prevent the parties from enforcing the award of the arbitrator in the court of any other jurisdiction, to the extent permitted by applicable Law (for example, if property that is the subject of the award is located in another jurisdiction).

(h) Confidentiality. All arbitration proceedings will be closed to the public and confidential, and all records relating thereto will be permanently sealed, except as necessary, and only to the extent reasonably necessary, to obtain court confirmation of the judgment of the Arbitrator, and except as necessary, and only to the extent reasonably necessary, to give effect to *res judicata* and collateral estoppel (e.g., in a dispute between the parties that is not a Covered Claim), in which case all filings with any court will be sealed to the extent permitted by the court. A party (including such party's counsel or other Representatives) may disclose to the media only the fact and generic nature of a Covered Claim that is being, or has been, arbitrated pursuant to this Note. Nothing in this Section 17 is intended to, or shall, preclude a party from communicating with, or making disclosures to, its lawyers, tax advisors, auditors, lenders, general partners, limited partners, prospective investors, investors, landlords, regulators and insurers, as necessary and appropriate or from making such other disclosures as may be required by applicable Law.

(i) Fees and Costs. The parties to the arbitration will share equally in the fees of the Arbitrator and the administrative costs of the arbitration; provided, that the prevailing party in the arbitration will be entitled to recover its fees and costs (including reasonable attorneys' fees) from the other party or parties.

18. Specific Performance. Maker acknowledges that the rights of the other parties under this Note are unique and the failure of Maker to perform its obligations hereunder would irreparably harm the other parties. Accordingly, each such other party shall, in addition to such other remedies as may be available at law or in equity, have the right to enforce their rights hereunder by actions for specific performance to the extent permitted by applicable Law.

19. Further Assurances. Each of the parties shall execute such documents and perform such further acts (including obtaining any consents, exemptions, authorizations, or other actions by, or giving any notices to, or making any filings with, any Governmental Authority or any other Person) as may be reasonably required or desirable to carry out or to perform the provisions of this Note.

20. Severability. If any one or more of the provisions contained in this Note, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions of this Note. The parties hereto further agree to replace such invalid, illegal or unenforceable provision of this Note with a valid, legal and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid, illegal or unenforceable provision.

21. Successors and Assigns. All of the covenants and provisions of this Note shall bind and inure to the benefit of the parties' respective successors and permitted assigns hereunder. Except as otherwise provided in this Note in the case of Holder, neither party may assign any of its rights, or delegate any of its obligations, under this Note without the prior written consent of the other party, and any such purported assignment by such party without the written consent of the other parties shall be null and void and of no force or effect. There are no intended third party beneficiaries of this Note.

22. Entire Agreement; Amendment; Waiver.

(a) This Note and the other Transaction Documents (together with the exhibits and schedules hereto and thereto) are intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties in respect of the subject matter contained herein and therein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein or therein. The parties have voluntarily agreed to define their rights, liabilities and obligations respecting the subject matter hereof exclusively in contract pursuant to the express terms and provisions of this Note, the Purchase Agreement and the other Transaction Documents (together with the exhibits and schedules attached hereto and thereto), and the parties expressly disclaim that they are owed any duties or are entitled to any remedies not expressly set forth in this Note, the Purchase Agreement or any other Transaction Document. Each party further acknowledges that, in entering into this Note, it has not relied on, and shall have no right or remedy in respect of, and hereby expressly disclaims, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Note, the Purchase Agreement or any other Transaction Document.

(b) Except as otherwise set forth in this Note, any amendment, supplement or modification of or to any provision of this Note, and waiver of any provision of this Note, and any consent to any departure by any party from the terms of any provision of this Note, shall be effective (i) only if it is made or given in writing and signed by Holder, on the one hand, and Maker, on the other hand, and (ii) only in the specific instance and for the specific purpose for which it is made or given. No amendment, supplement or modification of or to any provision of this Note, or any waiver of any such provision or consent to any departure by any party from the terms of any such provision may be made orally. Except where notice is specifically required by this Note, no notice to or demand on Maker in any case shall entitle Maker to any other or further notice or demand in similar or other circumstances.

(c) No failure or delay on the part of Holder in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for in this Note are cumulative and are not exclusive of any remedies that may be available to Holder at law, in equity or otherwise.

23. Cancellation of Original Note. Holder agrees and acknowledges that by entering into this Note, the Original Note shall be automatically cancelled and shall not be valid or exchangeable for cash, securities or other property of the Maker.

24. Effectiveness. Holder and Maker agree and acknowledge that this Note shall govern and be considered effective as of the Original Issue Date.

25. Time of the Essence. With regard to all dates and time periods set forth or referred to in this Note, time is of the essence.

26. Interpretation. The descriptive headings of this Note are for convenience of reference only, do not constitute a part of this Note and are not to be considered in construing or interpreting this Note. All section, clause and party references are to this Note unless otherwise stated. No party, nor its counsel, shall be deemed the drafter of this Note for purposes of construing the provisions of this Note, and all provisions of this Note shall be construed in accordance with their fair meaning, and not strictly for or against any party. References to “Dollars” and “\$” shall be to United States Dollars, unless otherwise specified. The words “including” and “includes” and words of similar import when used in this Note shall not be limiting and shall mean “including without limitation” or “includes without limitation”, as the case may be. Unless the context otherwise requires, the “parties” means the parties to this Note. Unless expressly provided otherwise, any approval or consent required to be given by a party in this Note shall be given or withheld by such party in its sole discretion.

27. Federal Anti-Money Laundering Law. To help the government fight the funding of terrorism and money laundering activities, federal Law requires financial institutions (which may include Holder and its Affiliates) to obtain, verify and record information that identifies each person who opens an account or other formal customer relationship. Accordingly, in connection with this Note, Holder and its Affiliates may require the other parties to provide certified copies of its articles of incorporation, certificate of formation, operating agreement or other similar identifying documents. Further, each party confirms that its legal name and address, as set forth in this Note, are true, complete and correct and covenants and agrees to provide such other information as may be necessary to allow Holder and its Affiliates to comply with such Laws.

28. Electronic Signature. This Note, the Conversion Notice and any other notice or document that may be delivered pursuant hereto may be executed by email, facsimile, portable document format (pdf) or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 (including DocuSign).

29. Taxes. If any payments to Holder under this Note are made from outside the United States, Maker will not deduct any foreign taxes, deductions, withholdings, assessments, fees or other charges from any payments it makes to Holder, except as required by applicable law. If any such foreign taxes, deductions, withholdings, assessments, fees or other charges are required to be deducted or withheld from any payments made by Maker from outside the United States (including payments under this Section 29 from outside the United States), Maker shall pay such taxes, deductions, withholdings, assessments, fees or other charges and will also pay to Holder any additional amount as necessary so that after such deduction or withholding on account of foreign taxes, deductions, withholdings, assessments, fees or other charges required to be deducted from any payments made by Maker from outside the United States has been made (including such deductions or withholding applicable to additional sums payable under this Section 29) Holder receives an amount equal to the sum it would have received had no such deduction or withholding been made. Maker shall be entitled to make any other deduction or withholding from any payment which it makes hereunder for or on account of any present or future taxes, duties or charges to the extent so required by any applicable law, in which event Maker shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so withheld and deducted and, except as provided in the immediately preceding sentence, shall have no obligation to gross-up any payment hereunder or pay any additional amount as a result of such withholding.

30. Tax Forms. Holder shall deliver to Maker on or prior to the date it becomes a Holder hereunder, and from time to time thereafter upon the reasonable request of Maker or as required under applicable law, a duly completed and executed IRS Form W-9 certifying that Holder is exempt from U.S. federal backup withholding tax.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Convertible Promissory Note is executed by Maker as of the date first above written.

MOTORCAR PARTS OF AMERICA, INC.

By: _____

Name: Selwyn Joffe

Title: President and Chief Executive Officer

EXHIBIT A

CONVERSION NOTICE

MOTORCAR PARTS OF AMERICA, INC.

10.00% Convertible Promissory Note due 2029

This Conversion Notice is being delivered by the undersigned pursuant to Section 3 of that certain First Amended and Restated Convertible Promissory Note, dated as of [●], 2023, issued by Motorcar Parts of America, Inc., a New York corporation (the "Company"), to Bison Capital Partners [VI / VI-A], L.P., a Delaware limited partnership, in the original principal amount of \$[] (the "Note"). Capitalized terms used herein without definition are used herein with the meanings ascribed to such terms in the Note.

On the terms and subject to the conditions of Section 3 of the Note, by executing and delivering this Conversion Notice, the undersigned holder of the Note identified below directs the Company to convert (check one):

the entire Outstanding Amounts

\$² of the Outstanding Amounts

Effective as of _____.

Date: _____

(Legal Name of Holder)

By: _____

Name: _____

Title: _____

² Must be an Authorized Denomination.

THIS FIRST AMENDED AND RESTATED WARRANT AND THE UNDERLYING SECURITIES ISSUABLE UPON EXERCISE OF THIS FIRST AMENDED AND RESTATED WARRANT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT, OR ANY STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE ASSIGNED EXCEPT (1) PURSUANT TO A REGISTRATION STATEMENT WITH RESPECT TO SUCH SECURITIES THAT IS EFFECTIVE UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT RELATING TO THE DISPOSITION OF SECURITIES AND (2) IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

**FIRST AMENDED AND RESTATED WARRANT TO PURCHASE COMMON STOCK
OF
MOTORCAR PARTS OF AMERICA, INC.**

Warrant No. [3/ 4]

Reissued as of March 31, 2023

Motorcar Parts of America, Inc., a New York corporation (the "Company"), hereby certifies that, for value received and pursuant to the Note Purchase Agreement, dated as of March 31, 2023 (the "Original Issue Date") and as amended on [•], 2023 with effect as of the Original Issue Date, by and among the Company, Bison Capital Partners VI, L.P., a Delaware limited partnership ("Bison V"), Bison Capital Partners VI-A, L.P., a Delaware limited partnership ("Bison V-A"), and Bison V, as the Purchaser Representative (as the as from time to time amended, restated, supplemented or otherwise modified, the "Purchase Agreement"), and the First Amended and Restated Convertible Promissory Note issued thereunder, dated as of [•], 2023, by the Company in favor of [Bison V / Bison V-A] (the "Noteholder" and such First Amended and Restated Promissory Note, the "Promissory Note"), [Bison V / Bison V-A] (together with its successors and assigns and any transferee of this Warrant, the "Holder"), is entitled, subject to the terms and conditions set forth in this warrant (this "Warrant"), to purchase from the Company, at any time and from time to time on or after the receipt by the Noteholder of the Company Redemption Price (as defined in the Promissory Note) pursuant to Section 5(a) of the Promissory Note, so long as with respect to such redemption the Warrant Condition is met with respect thereto (each, a "Specified Redemption Date"), but not after 5:00 P.M., New York City time on the Maturity Date (as defined in the Promissory Note) (the "Expiration Date"), the Warrant Shares at a purchase price per share equal to \$15.00 per share (as the same may be adjusted pursuant hereto, the "Warrant Price"). This Warrant amends and restates that certain Warrant dated March 31, 2023 (the "Original Warrant") and is effective as of the Original Issue Date.

As used herein, the "Warrant Shares" shall be a number duly authorized, validly issued, fully paid, nonassessable and freely tradeable shares of Common Stock (as defined below), which shall be adjusted or readjusted from time to time as provided in this Warrant, determined by the quotient of (i) any Redemption Price received by the Noteholder on any Specified Redemption Date, *divided by* (ii) the Warrant Price. For the avoidance of doubt, the number of Warrant Shares will increase after any Specified Redemption Date.

As used herein, the “Warrant Condition” shall mean the volume weighted average price (“VWAP”) of the Common Stock as reported on The NASDAQ Stock Market (or, if The NASDAQ Stock Market is not the principal trading market for the Common Stock, then on the principal securities exchange or securities market on which the Common Stock is then traded) for the twenty (20) consecutive Trading Day period ending on the Trading Day immediately prior to either the date the notice of the applicable Redemption Offer is delivered or the date of any applicable redemption occurs, in each case is less than \$15.00 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Common Stock effected after the Original Issue Date). A “Trading Day” means any day on which the Common Stock is traded on The NASDAQ Stock Market, or, if The NASDAQ Stock Market is not the principal trading market for the Common Stock, then on the principal securities exchange or securities market on which the Common Stock is then traded; provided, that “Trading Day” shall not include any day on which the Common Stock is scheduled to trade on such exchange or market for less than 4.5 hours or any day that the Common Stock is suspended from trading during the final hour of trading on such exchange or market (or if such exchange or market does not designate in advance the closing time of trading on such exchange or market, then during the hour ending at 4:00 p.m., New York Time).

All capitalized terms used herein and not otherwise defined herein, either within the text in which it first appears or in Section 4.19, shall have the meanings set forth in the Purchase Agreement or the Promissory Note, as applicable.

SECTION 1. Exercise of Warrant.

1.1 Manner of Exercise; Net Exercise.

(a) Exercise. The Holder may exercise this Warrant, in whole or in part (except as to a fractional share), at any time and from time to time during normal business hours on any Business Day on or after any applicable Specified Redemption Date and on or prior to the Expiration Date, by (i) delivering to the Company a written notice, in the form attached hereto as Exhibit A (the “Exercise Notice”), duly executed by the Holder, specifying the number of Warrant Shares as to which the Warrant is being exercised and (ii) by tendering payment for the shares of Common Stock designated by the Exercise Notice in lawful money of the United States by wire transfer of immediately available funds, of an amount equal to the product of (A) the Warrant Price and (B) the number of Warrant Shares as to which this Warrant is being exercised.

(b) Net Exercise. The Holder may, in lieu of exercising or converting this Warrant pursuant to the terms of Section 1.1(a), elect to net exercise this Warrant, in whole or in part (except as to a fractional share), at any time and from time to time during normal business hours on any Business Day on or after any applicable Specified Redemption Date and on or prior to the Expiration Date by delivering to the Company a written notice, in the form attached hereto as Exhibit B (the “Net Exercise Notice”), duly executed by the Holder, specifying the number of Warrant Shares for which the Warrant is being net exercised, and the Holder shall thereupon be entitled to receive the number of Warrant Shares equal to the product of (i) the number of Warrant Shares issuable upon exercise of this Warrant (or, if only a portion of this Warrant is being exercised, issuable upon the exercise of such portion) for cash, determined as provided in Section 2, and (ii) a fraction, the numerator of which is the Fair Market Value per share of Common Stock at the time of such exercise *minus* the Warrant Price in effect at the time of such exercise, and the denominator of which is the Fair Market Value per share of Common Stock at the time of such exercise, such number of shares so issuable upon such net exercise to be rounded up or down to the nearest whole number of shares of Common Stock.

(c) The “net exercise” of this Warrant pursuant to Section 1.1(b) is intended to qualify as a recapitalization within the meaning of Section 368(a)(1)(E) of the Internal Revenue Code of 1986, as amended.

(d) For the avoidance of doubt, any Exercise Notice or Net Exercise Notice may specify that the effectiveness of any exercise thereunder is contingent upon the consummation of a transaction or occurrence meeting conditions specified by the Holder, in which case the exercise of all or a portion of this Warrant set forth in the applicable Exercise Notice or Net Exercise Notice shall be deemed to be the date of the consummation of such event and if such specified conditions are not met, the Exercise Notice or Net Exercise Notice shall be deemed automatically withdrawn unless the Holder otherwise indicates in a written notice delivered to the Company.

1.2 When Exercise Effective. Each exercise of this Warrant shall be deemed to have been effected at such time the Person or Persons in whose name or names any certificate or certificates for shares of Common Stock shall be issuable upon such exercise as provided in Section 1.3 shall be deemed to have become the holder or holders of record thereof.

1.3 Delivery of Stock Certificates Upon Exercise. As soon as practicable after exercise of this Warrant in accordance with this Section 1, but in no event later than three (3) Business Days after such exercise, the Company shall at its expense cause to be issued in the name of and delivered to the Holder or, subject to Section 4.7, as the Holder may direct, a certificate or certificates for the number of Warrant Shares, determined as provided in Section 2, to which the Holder shall be entitled upon such exercise. If Company fails to transmit to the Holder a certificate or certificates representing the applicable Warrant Shares by the date required in accordance with this Section 1.3, then the Holder will have the right to rescind such exercise. In addition to any other rights available to the Holder, if the Common Stock is then traded on a national securities exchange and the Company fails to transmit to the Holder one (1) or more certificates representing the applicable Warrant Shares pursuant to an exercise on or before the date required in accordance with Section 1.3, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder in good faith anticipated receiving upon such exercise (a “Buy-In”), then Company shall (a) pay in cash to the Holder the amount by which the Holder’s total purchase price (including brokerage commissions, if any) for the Common Stock so purchased exceeds the applicable Warrant Price, and (b) at the option of the Holder, either reinstate the portion of this Warrant and equivalent number of Warrant Shares for which such exercise was not honored or deliver to the Holder the number of Common Stock that would have been issued had Company timely complied with its exercise and delivery obligations hereunder. The Holder shall provide Company written notice indicating the amounts payable to the Holder in respect of the Buy-In, together with applicable confirmations and other evidence reasonably requested by the Company. Nothing herein shall limit the Holder’s right to pursue any other remedies available to it hereunder or under any other Transaction Document, at law or in equity with respect to Company’s failure to timely deliver certificates representing the applicable Warrant Shares upon exercise of this Warrant as required pursuant to the terms hereof.

1.4 Surrender of Warrant. Upon the earlier of (i) the Expiration Date and (ii) the date this Warrant has been exercised in full and there are no further amounts outstanding under the Promissory Note that is subject to redemption pursuant to Section 5(a) of the Promissory Note, the Holder shall surrender this Warrant to the Company, properly endorsed by the Holder (or if this Warrant has been destroyed, stolen or has otherwise been misplaced, by delivering to the Company an affidavit of loss duly executed by the Holder).

SECTION 2. Adjustments to Warrant Price and Warrant Shares.

2.1 Subdivision or Combination of Common Stock. If the Company shall at any time after the Original Issue Date subdivide its outstanding shares of Common Stock into a greater number of shares (by any stock split, stock dividend or otherwise), then the Warrant Price in effect immediately prior to such subdivision shall be proportionately reduced and the number of Warrant Shares for which the Warrant is then exercisable will be proportionately increased, and, conversely, if the Company shall at any time after the Original Issue Date combine its outstanding shares of Common Stock into a smaller number of shares (by any reverse stock split or otherwise), then the Warrant Price in effect immediately prior to such combination shall be proportionately increased and the number of Warrant Shares for which the Warrant is then exercisable will be proportionately reduced.

2.2 Reorganization or Reclassification. If any capital reorganization or reclassification of the capital stock of the Company other than a transaction described in Section 2.4 below shall be effected in such a way that the holders of Common Stock shall be entitled to receive stock, securities or assets with respect to or in exchange for Common Stock, then, as a condition of such reorganization or reclassification, lawful and adequate provisions shall be made whereby the Holder shall thereupon have the right to receive, upon the basis and upon the terms and conditions specified herein and in lieu of the Warrant Shares immediately theretofore receivable upon the exercise of this Warrant in full, as the case may be, such shares of stock, securities or assets as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock equal to the number of shares of such Common Stock immediately theretofore receivable upon such exercise of this Warrant in full had such reorganization or reclassification not taken place, and in any such case appropriate provisions shall be made with respect to the rights and interests of the Holder to the end that the provisions hereof (including, without limitation, provisions for adjustments of the Warrant Price) shall thereafter be applicable, as nearly as may be, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise of such conversion rights.

2.3 [Reserved].

2.4 Adjustment for Fundamental Transaction. In the event that the Company shall effect any Fundamental Transaction (as defined in the Promissory Note), this Warrant shall be exchanged for the kind and amount of shares of stock or other securities or property (including cash, if applicable) to which a holder of the number of shares of Common Stock of the Company deliverable upon a net exercise of this Warrant in full would have been entitled upon such Fundamental Transaction (and any distribution of assets to stockholders following such Fundamental Transaction).

2.5 Record Date. If the Company takes a record of the holders of its Common Stock for the purpose of entitling them (a) to receive a dividend or other distribution payable in Common Stock, Options or Convertible Securities, or (b) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date shall be deemed to be the date of the issuance or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

SECTION 3. Covenants of the Company. The Company covenants and agrees that:

3.1 all shares of Common Stock that may be issued upon the exercise of the rights represented by this Warrant shall have been duly authorized, and shall, upon issuance, be validly issued, fully paid, nonassessable and free and clear of all Liens other than restrictions on transfer imposed by applicable securities Laws;

3.2 during the period within which this Warrant may be exercised, it will at all times have authorized and reserved a sufficient number of shares of Common Stock to provide for the exercise of rights represented by this Warrant;

3.3 if any shares of Common Stock reserved or to be reserved to provide for the exercise of this Warrant require registration with or approval of any governmental or self-regulatory authority under any federal or state law or stock exchange rule before such shares may be validly issued, then it shall in good faith and as expeditiously as possible endeavor to secure such registration or approval, as the case may be;

3.4 it shall comply with the reporting requirements of Sections 13 and 15(d) of Securities and Exchange Act of 1934, as amended, and will comply with all other public information reporting requirements the Securities and Exchange Commission (including Rule 144 promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act")) from time to time in effect and relating to the availability of an exemption from the Securities Act for the sale of any restricted securities;

3.5 it shall not, by amendment to its certificate of incorporation (whether by way of merger, operation of law, or otherwise) or through any reorganization, transfer of assets, consolidation, merger, dissolution, issuance or sale of securities, agreement or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company and shall at all times in good faith assist in the carrying out of all the provisions of this Warrant and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holders against impairment as if the Holder was a stockholder of the Company entitled to the benefit of fiduciary duties afforded to stockholders under Delaware law. Any successor to the Company shall agree in writing, as a condition to such succession, to carry out and observe the obligations of the Company hereunder with respect to the Warrants.

SECTION 4. Miscellaneous.

4.1 Notice of Adjustments. In each case of any adjustment or readjustment in the Warrant Price and the Warrant Shares issuable upon exercise of this Warrant, the Company shall promptly thereafter compute such adjustment or readjustment in accordance with the terms of this Warrant and provide written report thereof certified by an officer of the Company to the Holder stating the number of Warrant Shares and the Warrant Price, after giving effect to such adjustment or readjustment, and setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based.

4.2 Notice of Certain Events. In case at any time: (a) the Company shall pay any dividend upon, or make any distribution in respect of, its stock; (b) effect any reclassification or recapitalization of Common Stock; or (c) consummate any Fundamental Transaction, then in each case the Company shall give notice to the Holder of the date on which (i) the books of the Company shall close or a record shall be taken for such dividend or distribution, or (ii) such reclassification, recapitalization or Fundamental Transaction shall take place, as the case may be. Such notice shall be given not less than ten (10) days prior to the record date or the date on which the transfer books of the Company are to be closed in respect thereto in the case of an action specified in clause (i) and at least twenty (20) days prior to the action in question in the case of an action specified in clause (ii) or (iii).

4.3 Notices. All notices, consents and other communications required or permitted by this Note shall be in writing and shall be (a) delivered to the appropriate address by hand, by nationally recognized overnight service or by courier service (costs prepaid), (b) sent by facsimile or e-mail, or (c) sent by registered or certified mail, return receipt requested, in each case to the addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated in the Purchase Agreement (or to such other address, facsimile number, e-mail address or person as a party may designate by notice to the other party). All notices, consents, waivers and other communications shall be deemed to have been duly given (as applicable): if delivered by hand, when delivered by hand; if delivered by overnight service, when delivered by nationally recognized overnight service; if delivered by courier, when delivered by courier; if sent via registered or certified mail, five (5) Business Days after being deposited in the mail, postage prepaid; or if delivered by email or facsimile, when transmitted if transmitted without indication of delivery failure and prior to 5:00 p.m. local time for the recipient (and if on or after 5:00 p.m. local time for the recipient, then delivery will be deemed duly given at 9:00 a.m. local time for the recipient on the subsequent Business Day).

4.4 Transfer. The Holder may, at any time and from time to time without the consent of the Company, assign or transfer to one or more Persons all or any portion of this Warrant; *provided*, that the Holder may not, without the consent of the Company, assign or transfer all or any portion of this Warrant to one or more Persons which the Company shall reasonably determine is in the same or substantially similar business that is competitive with the Company. If the entire portion of this Warrant is not being assigned, the Company shall issue to the Holder, within five (5) Business Days of the date of surrender hereof, new warrant (or warrants) substantially in the form of, and on the terms in, this Warrant, for the number of Warrant Shares remaining following such transfer.

4.5 No Change in Warrant Terms on Adjustment. Irrespective of any adjustment in the Warrant Price or the number of Warrant Shares, this Warrant, to the extent reissued after the Original Issue Date, may continue to express the same price and number of shares of Common Stock as are stated herein and the Warrant Price and such number of Common Stock shares specified herein shall be deemed to have been so adjusted.

4.6 Issuance and Transfer Taxes. The issuance of certificates for shares of Common Stock upon any exercise of this Warrant shall be made without charge to the Holder for any issuance tax in respect thereto; provided, that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any certificate in a name other than that of Holder or upon any transfer of this Warrant.

4.7 Exchange of Warrant. This Warrant is exchangeable at no cost to the Holder upon the surrender hereof by the Holder at such office or agency of the Company, for a new warrant of like tenor representing in the aggregate the right to subscribe for and purchase the number of shares that may be subscribed for and purchased hereunder from time to time after giving effect to all the provisions hereof, each of such new warrants to represent the right to subscribe for and purchase such number of shares as shall be designated by the Holder at the time of such surrender.

4.8 Lost, Stolen, Mutilated or Destroyed Warrant. If this Warrant is lost, stolen, mutilated or destroyed, the Company shall at no cost to the Holder, on such terms as to indemnity or otherwise as it may in its reasonable discretion impose (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new warrant of like denomination and tenor as the Warrant so lost, stolen, mutilated or destroyed. Any such new warrant shall constitute an original contractual obligation of the Company, whether or not the allegedly lost, stolen, mutilated or destroyed Warrant shall be at any time enforceable by anyone.

4.9 Successors and Assigns. All of the covenants and provisions of this Warrant shall bind and inure to the benefit of the parties' respective successors and permitted assigns hereunder. Except as otherwise provided in this Warrant in the case of the Holder, neither party may not assign any of its rights, or delegate any of its obligations, under this Warrant without the prior written consent of the other party, and any such purported assignment by such party without the written consent of the other parties shall be null and void and of no force or effect. There are no intended third party beneficiaries of this Warrant.

4.10 Governing Law. In all respects, including matters of construction, validity and performance, this Warrant shall be governed by, and construed and enforced in accordance with, the internal Laws of the State of New York applicable to Contracts made and performed in that state (without regard to the choice of law or conflicts of law provisions thereof that would require the application of the Law of any other jurisdiction).

4.11 Arbitration. All claims, controversies or disputes arising under or in connection with this Warrant, between or among any of the parties (and their respective Representatives), whether sounding in contract or tort, including arbitrability and any claim that this Warrant was induced by fraud (collectively, the "Covered Claims"), will be resolved by binding arbitration in Los Angeles, California in accordance with the following terms and conditions:

(a) Administrator. The arbitration of all Covered Claims will be administered by the American Arbitration Association ("AAA") in accordance with the AAA Commercial Arbitration Rules then in effect, except that the arbitration proceedings will be governed by California procedural law as if the Covered Claims had been brought in a state court of California; *provided, however*, that (i) the parties waive any right to jury, (ii) there shall be no interlocutory appellate relief (such as writs) available, (iii) discovery will be limited to matters which are directly relevant to the issues in the arbitration and (iv) any award of the Arbitrator shall be final and binding and non-appealable.

(b) Arbitrator. The arbitration will take place in the Los Angeles, California office of AAA and be conducted by a single, neutral arbitrator (“Arbitrator”), to be selected as follows: (i) within seven (7) Business Days from service of an arbitration complaint, the parties will endeavor in good faith to agree upon an Arbitrator; and (ii) failing such agreement under subparagraph (i) above, the parties, or any party, will ask AAA to supply the parties with a list of no less than seven (7) arbitrators (all of whom shall disclose and clear any potential conflicts) having no less than five (5) years’ experience in arbitrating complex business arrangements. Upon receipt of that list of potential arbitrators, each of the parties will communicate within seven (7) days to AAA the names of four arbitrators from the list that the party would agree to use or its right to participate in the selection of the arbitrator will be forfeited. As soon as AAA receives the selections from affected parties, AAA will review the selected arbitrators and appoint one of those arbitrators whose name appears on all of the lists submitted by the parties. AAA will have the discretion to select the arbitrator that it believes is best suited for the arbitration in terms of experience and availability, and AAA’s selection will be final.

(c) Interim, Provisional or Emergency Relief. The Arbitrator may, in the course of the proceedings, order any interim, provisional or emergency relief, remedy or measure (including attachment, preliminary injunction, or the deposit of specified security) that the Arbitrator considers to be necessary, just and equitable. The failure of a party to comply with such an interim order may, after due notice and opportunity to cure such noncompliance, be treated by the Arbitrator as a default, and some or all of the claims or defenses of the defaulting party may be stricken and partial or final award entered against such party, or the Arbitrator may impose such lesser sanctions as the Arbitrator may deem appropriate. This Section 4.11 will not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction, and each of the parties irrevocably submits to the jurisdiction of the Superior Court and the Federal Court, located in the county of Los Angeles, California, in conjunction with an application for a provisional remedy.

(d) Excluded Claims. The term “Covered Claims” as used in this Warrant does not include compulsory or permissive cross-claims between or among the parties that arise in a legal action brought by or against a non-signatory hereto (“Non-Signatory Action”). However, a party that has the right to assert a permissive cross-claim against another party in a Non-Signatory Action may choose to treat that claim as a Covered Claim and assert it in accordance with the terms of this Warrant. The term “Covered Claims” as used in this Note also does not limit the right of any party to (i) foreclose against real or personal property collateral, (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before, during or after the pendency of any arbitration proceeding. The exclusions from “Covered Claims” set forth in this Section 4.11(d) do not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in this Section 4.11(d).

(e) Record and Proceedings. A full stenographic or electronic record of all proceedings in the arbitration will be maintained, and the Arbitrator will issue rulings, a statement of decision and a judgment as if the Arbitrator were a sitting judge of the state court of California, with all of the powers (including with respect to remedies) vested in such a judge. The fees and costs of creating and maintaining a stenographic or electronic record will be initially borne by the parties to the arbitration in equal amounts.

(f) Res Judicata, Collateral Estoppel and Law of the Case. A decision of the Arbitrator will have the same force and effect with respect to collateral estoppel, *res judicata* and law of the case that such decision would have been entitled to if decided in a court of law, but in no event will such a decision be used by or against a party to this Note in a Non-Signatory Action.

(g) Jurisdiction/Venue/Enforcement of Award. The parties consent and submit to the exclusive personal jurisdiction and venue of the state and federal courts located in Los Angeles, California to confirm any arbitration award granted pursuant to this Note, including, but not limited to, any award granting equitable relief, and to otherwise enforce this Note and carry out the intentions of the parties to resolve all Covered Claims through arbitration. This Section 4.11 does not prevent the parties from enforcing the award of the arbitrator in the court of any other jurisdiction, to the extent permitted by applicable Law (for example, if property that is the subject of the award is located in another jurisdiction).

(h) Confidentiality. All arbitration proceedings will be closed to the public and confidential, and all records relating thereto will be permanently sealed, except as necessary, and only to the extent reasonably necessary, to obtain court confirmation of the judgment of the Arbitrator, and except as necessary, and only to the extent reasonably necessary, to give effect to *res judicata* and collateral estoppel (e.g., in a dispute between the parties that is not a Covered Claim), in which case all filings with any court will be sealed to the extent permitted by the court. A party (including such party's counsel or other Representatives) may disclose to the media only the fact and generic nature of a Covered Claim that is being, or has been, arbitrated pursuant to this Warrant. Nothing in this Section 4.11 is intended to, or shall, preclude a party from communicating with, or making disclosures to, its lawyers, tax advisors, auditors, lenders, general partners, limited partners, prospective investors, investors, landlords, regulators and insurers, as necessary and appropriate or from making such other disclosures as may be required by applicable Law.

(i) Fees and Costs. The parties to the arbitration will share equally in the fees of the Arbitrator and the administrative costs of the arbitration; *provided*, that the prevailing party in the arbitration will be entitled to recover its fees and costs (including reasonable attorneys' fees) from the other party or parties.

4.12 Specific Performance. The Company acknowledges that the rights of the other parties under this Warrant are unique and the failure of the Company to perform its obligations hereunder would irreparably harm the other parties. Accordingly, each such other party shall, in addition to such other remedies as may be available at law or in equity, have the right to enforce their rights hereunder by actions for specific performance to the extent permitted by applicable Law.

4.13 Titles and Subtitles. The titles and subtitles used in this Warrant are used for convenience only and are not to be considered in construing or interpreting this Warrant.

4.14 Severability. If any one or more of the provisions contained in this Warrant, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions of this Warrant. The parties hereto further agree to replace such invalid, illegal or unenforceable provision of this Warrant with a valid, legal and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid, illegal or unenforceable provision.

4.15 Entire Agreement.

(a) This Warrant and the other Transaction Documents (together with the exhibits and schedules hereto and thereto) are intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties in respect of the subject matter contained herein and therein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein or therein. The parties have voluntarily agreed to define their rights, liabilities and obligations respecting the subject matter hereof exclusively in contract pursuant to the express terms and provisions of this Warrant, the Purchase Agreement and the other Transaction Documents (together with the exhibits and schedules attached hereto and thereto), and the parties expressly disclaim that they are owed any duties or are entitled to any remedies not expressly set forth in this Warrant, the Purchase Agreement or any other Transaction Document. Each party further acknowledges that, in entering into this Warrant, it has not relied on, and shall have no right or remedy in respect of, and hereby expressly disclaims, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Warrant, the Purchase Agreement or any other Transaction Document.

(b) Except as otherwise set forth in this Warrant, any amendment, supplement or modification of or to any provision of this Warrant, and waiver of any provision of this Warrant, and any consent to any departure by any party from the terms of any provision of this Warrant, shall be effective (i) only if it is made or given in writing and signed by the Holder, on the one hand, and the Company, on the other hand, and (ii) only in the specific instance and for the specific purpose for which it is made or given. No amendment, supplement or modification of or to any provision of this Warrant, or any waiver of any such provision or consent to any departure by any party from the terms of any such provision may be made orally. Except where notice is specifically required by this Warrant, no notice to or demand on the Company in any case shall entitle the Company to any other or further notice or demand in similar or other circumstances.

(c) No failure or delay on the part of Holder in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for in this Warrant are cumulative and are not exclusive of any remedies that may be available to Holder at law, in equity or otherwise.

4.16 Cancellation of Original Warrant. Holder agrees and acknowledges that by entering into this Warrant, the Original Warrant shall be automatically cancelled and shall not be valid or exchangeable for cash, securities or other property of the Company.

4.17 Effectiveness. Holder and Company agree and acknowledge that this Warrant shall govern and be considered effective as of the Original Issue Date.

4.18 No Rights or Liabilities as Stockholder. Except as expressly set forth herein, nothing contained in this Warrant shall be construed as conferring upon Holder any rights as a stockholder of the Company or as imposing any obligation on Holder to purchase any securities or as imposing any liabilities on Holder as a stockholder of the Company, whether such obligation or liabilities are asserted by the Company or creditors of the Company.

4.19 Certain Definitions. The following terms as used in this Warrant shall have the following meanings:

(a) “Board” means the Board of Directors of the Company.

(b) “Business Day” means any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.

(c) “Convertible Securities” means any stock or security convertible into or exercisable or exchangeable for Common Stock.

(d) “Fair Market Value” means (i) the average closing price of Common Stock for the five (5) Trading Days ending on the Trading Day prior to the date on which Net Exercise Notice is sent to the Company pursuant to Section 1.1(b), or (ii) if the Common Stock is not then publicly traded, the fair market value of a share of Common Stock as determined pursuant to Section 4.23.

(e) “Options” means any warrants or other rights to subscribe for or to purchase, or any options to purchase, shares of Common Stock.

(f) “Person” means any individual, corporation, partnership, trust, limited liability company, association or other entity.

4.20 Time of the Essence. With regard to all dates and time periods set forth or referred to in this Warrant, time is of the essence.

4.21 Interpretation. The descriptive headings of this Warrant are for convenience of reference only, do not constitute a part of this Warrant and are not to be considered in construing or interpreting this Warrant. All section, clause and party references are to this Warrant unless otherwise stated. No party, nor its counsel, shall be deemed the drafter of this Warrant for purposes of construing the provisions of this Warrant, and all provisions of this Warrant shall be construed in accordance with their fair meaning, and not strictly for or against any party. References to “Dollars” and “\$” shall be to United States Dollars, unless otherwise specified. The words “including” and “includes” and words of similar import when used in this Warrant shall not be limiting and shall mean “including without limitation” or “includes without limitation”, as the case may be. Unless the context otherwise requires, the “parties” means the parties to this Warrant. Unless expressly provided otherwise, any approval or consent required to be given by a party in this Warrant shall be given or withheld by such party in its sole discretion.

4.22 Electronic Signature. This Warrant and any other notice or document that may be delivered pursuant hereto may be executed by email, facsimile, portable document format (pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (including DocuSign).

4.23 Fair Market Value. The determination of Fair Market Value with respect to clause (ii) of the definition thereof shall mean the Board’s reasonable good faith determination of the fair market value of a share of Common Stock as of the applicable reference date; *provided*, that if the Holder disagrees with the Board’s determination, the Holder may, within ten (10) Business Days of the Board’s notice to the Holder of such determination, request that the Company engage, and the Company shall engage, a qualified independent valuation firm reasonably acceptable to the Company and the Holder (the “Valuation Firm”) to make an independent determination of the Fair Market Value of a share of Common Stock (the “Valuation”). The determination of Fair Market Value by the Valuation Firm shall be final and binding on the parties hereto. The cost of conducting the Valuation shall be borne by the Company unless the Fair Market Value, as determined by the Valuation, differs from the Fair Market Value as determined by the Board by less than five percent (5%), in which case the costs of conducting the Valuation shall be borne by the Holder.

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its duly authorized as of the date first written above.

MOTORCAR PARTS OF AMERICA, INC.

By:

Name: Selwyn Joffe

Title: President and Chief Executive Officer

AGREED AND ACKNOWLEDGED:

BISON CAPITAL PARTNERS [VI / VI-A], L.P.

By: Bison Capital Partners VI GP, LP

Its: General Partner

By: Bison Capital Partners GP, LLC

Its: General Partner

By:

Name:

Title:

Signature Page to Warrant

EXHIBIT A
FORM OF EXERCISE NOTICE

[To be executed only upon exercise of Warrant pursuant to Section 1.1(a)]

To Motorcar Parts of America, Inc.,
2929 California Street,
Torrance, CA 90503

The undersigned registered Holder of the within Warrant hereby irrevocably exercises such Warrant for, and purchases thereunder, ____¹ shares of the Common Stock and herewith makes payment of \$_____ therefor, and requests that the certificates for such shares or certificateless shares be issued in the name of, and delivered to _____, whose address is _____.

Dated: _____

(Signature must conform in all respects to name of Holder as specified on the face of Warrant)

(Street Address)

(City)

(State)

(Zip Code)

¹ Insert here the number of shares called for on the face of this Warrant (or, in the case of a partial exercise, the portion thereof as to which this Warrant is being exercised).

EXHIBIT B
FORM OF NET EXERCISE NOTICE

[To be executed only upon net exercise of the Warrant pursuant to Section 1.1(b)]

To Motorcar Parts of America, Inc.,
2929 California Street,
Torrance, CA 90503

The undersigned registered Holder of the within Warrant hereby irrevocably net exercises such Warrant with respect to _____² shares of the Common Stock pursuant to the net exercise provisions of Section 1.1(b), and requests that the certificates for such shares be issued in the name of, and delivered to _____, whose address is _____.

Dated: _____

(Signature must conform in all respects to name
of Holder as specified on the face of Warrant)

(Street Address)

(City) (State) (Zip Code)

² Insert here the number of shares called for on the face of this Warrant (or, in the case of a partial exercise, the portion thereof as to which this Warrant is being exercised).

FIRST AMENDMENT TO NOTE PURCHASE AGREEMENT

This FIRST AMENDMENT TO NOTE PURCHASE AGREEMENT dated as of June 8, 2023 (this "Amendment"), and amends that certain Note Purchase Agreement dated March 31, 2023 (as may be further amended from time to time, the "Note Purchase Agreement") by and among Motorcar Parts of America, Inc., a New York corporation ("Company"), and, severally and not jointly, Bison Capital Partners VI, L.P., a Delaware limited partnership ("Purchaser One"), Bison Capital Partners VI-A, L.P., a Delaware limited partnership ("Purchaser Two"); each of Purchaser One and Purchaser Two is sometimes referred to individually as a "Purchaser" and together as the "Purchasers", and Bison Capital Partners VI, L.P., a Delaware limited partnership, as the representative of the Purchasers (the "Purchaser Representative"). Capitalized terms used herein without definition shall have the meanings ascribed to them in the Note Purchase Agreement.

WITNESSETH :

WHEREAS, pursuant to the Note Purchase Agreement, the Purchasers have purchased the Notes from the Company and the Company issued the Warrants to the Purchasers;

WHEREAS, pursuant to Section 10.4 the Note Purchase Agreement, the Note Purchase Agreement may be amended by an instrument in writing, signed by the Company and the Purchaser Representative; and

WHEREAS, the Company, Purchasers and Purchaser Representative have agreed to amend the Note Purchase Agreement as described herein;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendments.

- (a) The definition of "Note" contained in the Note Purchase Agreement is hereby amended and restated to refer to the form of the First Amended and Restated Convertible Promissory Note attached to this Amendment as Exhibit A.
- (b) The definition of "Warrant" contained in the Note Purchase Agreement is hereby amended and restated to refer to the form of the First Amended and Restated Warrant to Purchase Common Stock attached to this Amendment as Exhibit B.

2. Delivery of Restated Notes. Concurrently herewith, the Company shall execute and deliver to each Purchaser a First Amended and Restated Note in the form of Exhibit A hereto and in the original principal amount equal to the product of the Purchase Price times such Purchaser's Pro Rata Percentage, free and clear of all Liens other than restrictions on transfer imposed by applicable securities Laws. Upon delivery of such Note to such Purchaser, the Note currently held by such Purchaser shall be deemed cancelled. All of the foregoing transactions shall be deemed effective as of the Closing.

3. Delivery of Restated Warrants. Concurrently herewith, the Company shall execute and deliver to each Purchaser a First Amended and Restated Warrant in the form of Exhibit B hereto, free and clear of all Liens other than restrictions on transfer imposed by applicable securities Laws. Upon delivery of such Warrant to such Purchaser, such Purchaser shall execute and deliver to the Company a counterpart thereto and the Warrant currently held by such Purchaser shall be deemed cancelled. All of the foregoing transactions shall be deemed effective as of the Closing.

4. Delivery of Consent under Subordination Agreement. It shall be a condition to the effectiveness of this Amendment that PNC Bank, National Association shall have consented, pursuant to the Subordination Agreement, to this Amendment and shall have delivered a copy of such consent to the Purchaser Representative.

5. Dividends Restriction. Section 6.5 (Restricted Payments) of the Note Purchase Agreement is hereby amended by adding the following to the end thereof: “Notwithstanding and without limiting the foregoing provisions of this Section 6.5, if the prior written consent of the Senior Lenders is required to declare or pay any dividend or make any other payment or distribution on account of the Company’s Capital Stock, then in no such event shall the Company, without the prior written consent of both the Senior Lenders and the Purchaser Representative, declare or pay such dividend or make such other payment or distribution on account of the Company’s Capital Stock.”

6. Limitation of Amendment. This Amendment is effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Transaction Document (as defined in the Note Purchase Agreement), or (b) otherwise prejudice any right or remedy which any Purchaser may now have or may have in the future under or in connection with any Transaction Document.

7. Ratification of the Agreement. The Note Purchase Agreement and the other Transaction Documents are in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment and the Notes and Warrants delivered pursuant hereto each is a Transaction Document and shall form a part of the Note Purchase Agreement for all purposes, and every holder of a Note shall be bound hereby. In furtherance of the foregoing, the Company hereby agrees that the representations and warranties contained in Article 3 of the Note Purchase Agreement regarding the Transaction Documents shall be deemed to include, effective as of the Closing, this Amendment and the Notes and Warrants delivered pursuant hereto.

8. Effectiveness. The Company, Purchaser Representative and Purchasers agree and acknowledge that this Amendment shall govern and be considered effective as of March 31, 2023.

9. Governing Law. This Amendment and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York (including Section 5-1401 of the General Obligations Law of the State of New York), without regard to conflicts of laws principles that would require application of another law.

10. Counterparts. This Amendment 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. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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

“Company”

MOTORCAR PARTS OF AMERICA, INC.

By: /s/ Selwyn Joffe

Name: Selwyn Joffe

Title: President and Chief Executive Officer

[Signature Page to NPA Amendment]

“Purchasers”

BISON CAPITAL PARTNERS VI, L.P.

By: Bison Capital Partners V GP, LP
Its: General Partner

By: Bison Capital Partners GP, LLC
Its: General Partner

By: /s/ Doug Trussler

Name: Doug Trussler
Title: GP-EVP

BISON CAPITAL PARTNERS VI-A, L.P.

By: Bison Capital Partners VI GP, LP
Its: General Partner

By: Bison Capital Partners GP, LLC
Its: General Partner

By: /s/ Doug Trussler

Name: Doug Trussler
Title: GP-EVP

“Purchaser Representative”

BISON CAPITAL PARTNERS VI, L.P.,

By: Bison Capital Partners VI GP, LP
Its: General Partner

By: Bison Capital Partners GP, LLC
Its: General Partner

By: /s/ Doug Trussler

Name: Doug Trussler
Title: GP-EVP

[Signature Page to NPA Amendment]

Exhibit A
Form of Note

Exhibit B
Form of Warrant

List of Subsidiaries

MVR Products Pte. Limited, a company organized under the laws of Singapore

Unijoh Sdn. Bhd., a company organized under the laws of Malaysia

Motorcar Parts de Mexico, S.A. de C.V., a company organized under the laws of Mexico

Motorcar Parts of Canada, Inc., a company organized under the laws of Canada

Central Auto Parts (Shanghai) Co., Ltd, a company organized under the laws of China

D&V Electronics Ltd, a company organized under the laws of Canada

D&V Electronic Technology (Shanghai) Co., Ltd, a company organized under the laws of China

EPICQ MX, S.A. de C.V., a company organized under the laws of Mexico

Dixie Electric Ltd., a company organized under the laws of Canada

Dixie Electric Inc., a company organized under the laws of the United States

INDEL Distribution Company Private Limited, a company organized under the laws of India

Dixie Auto Electric India Private Limited, a company organized under the laws of India

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-8 No. 333-144883) pertaining to the 2004 Non-Employee Director Stock Option Plan,
- (2) Registration Statement (Form S-8 No. 333-185691) pertaining to the 2010 Incentive Award Plan,
- (3) Registration Statement (Form S-3 No. 333-195585) of Motorcar Parts of America, Inc.,
- (4) Registration Statement (Form S-8 No. 333-205910) pertaining to the 2014 Non-Employee Director Incentive Award Plan and Second Amended and Restated 2010 Incentive Award Plan,
- (5) Registration Statement (Form S-8 No. 333-223685) pertaining to the Third Amended and Restated 2010 Incentive Award Plan,
- (6) Registration Statement (Form S-8 No. 333-248577) pertaining to the Fourth Amended and Restated 2010 Incentive Award Plan, and
- (7) Registration Statement (Form S-8 No. 333-268273) pertaining to the 2022 Incentive Award Plan;

of our reports dated June 13, 2023, with respect to the consolidated financial statements and schedule of Motorcar Parts of America, Inc. and subsidiaries and the effectiveness of internal control over financial reporting of Motorcar Parts of America, Inc. and subsidiaries, included in this Annual Report (Form 10-K) of Motorcar Parts of America, Inc. and subsidiaries for the year ended March 31, 2023.

/s/ Ernst & Young LLP

Los Angeles, CA
June 13, 2023

CERTIFICATIONS

I, Selwyn Joffe, certify that:

1. I have reviewed this report on Form 10-K of Motorcar Parts of America, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused, such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 13, 2023

/s/ Selwyn Joffe

Selwyn Joffe
Chief Executive Officer

CERTIFICATIONS

I, David Lee, certify that:

1. I have reviewed this report on Form 10-K of Motorcar Parts of America, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused, such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based upon such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 13, 2023

/s/ David Lee

David Lee
Chief Financial Officer

CERTIFICATIONS

I, Kamlesh Shah, certify that:

1. I have reviewed this report on Form 10-K of Motorcar Parts of America, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused, such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based upon such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 13, 2023

/s/ Kamlesh Shah

Kamlesh Shah
Chief Accounting Officer

**CERTIFICATE OF CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER AND CHIEF
ACCOUNTING OFFICER PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Motorcar Parts of America, Inc. (the "Company") on Form 10-K for the year ended March 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Annual Report"), I, Selwyn Joffe, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

1. The Annual Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Selwyn Joffe

Selwyn Joffe
Chief Executive Officer
June 13, 2023

In connection with the Annual Report of Motorcar Parts of America, Inc. (the "Company") on Form 10-K for the year ended March 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Annual Report"), I, David Lee, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

1. The Annual Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ David Lee

David Lee
Chief Financial Officer
June 13, 2023

In connection with the Annual Report of Motorcar Parts of America, Inc. (the "Company") on Form 10-K for the year ended March 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Annual Report"), I, Kamlesh Shah, Chief Accounting Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

1. The Annual Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Kamlesh Shah

Kamlesh Shah
Chief Accounting Officer
June 13, 2023

The foregoing certifications are being furnished to the Securities and Exchange Commission as part of the accompanying report on Form 10-K. A signed original of each of these statements has been provided to Motorcar Parts of America, Inc. and will be retained by Motorcar Parts of America, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.
