

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

FORM 8-K/A
Amendment 1

CURRENT REPORT

Pursuant to Section 13 or 15 (d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 31, 2010

AUDIOVOX CORPORATION
(Exact name of registrant as specified in its charter)

<u>Delaware</u> (State or other jurisdiction of incorporation)	<u>0-28839</u> (Commission File Number)
<u>13-1964841</u> (I.R.S. Employer Identification No.)	
<u>180 Marcus Blvd., Hauppauge, New York</u> (Address of principal executive officers)	<u>11788</u> (Zip Code)

Registrant's telephone number, including area code (631) 231-7750

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(e))
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Explanatory Note

On April 6, 2010, Audiovox Corporation (the "Company") filed a Current Report on Form 8-K with the Securities and Exchange Commission (the "Original Filing") reporting the Company's entry into a Credit Agreement with JPMorgan Chase. The Original Filing included the Credit Agreement as Exhibit 10.1 but the exhibits and schedules to the Credit Agreement were not included in Exhibit 10.1. In addition, the Original Filing, although signed by Charles M. Stoehr, Chief Financial Officer of the Company on April 6, 2010, was not filed with a conformed signature. The Company is filing this 8-K/A to provide the exhibits and schedules to the Credit Agreement and to clarify that the Original Filing was signed. Except as described above, no other changes have been made to the Original Filing, and this Form 8-K/A does not modify or update any other information in the Original Filing.

Item 1.01 Entry Into a Material Definitive Agreement.

On March 31, 2010, Audiovox Corporation (the "Company") entered into a Credit Agreement (the "Credit Agreement") by and among the lenders party thereto and JPMorgan Chase Bank, N.A. as Administrative Agent for the lenders. The Company also entered into a Security Agreement in connection with the Credit Agreement. The Credit Agreement provides for a \$15 million secured revolving credit facility. The credit facility matures on March 31, 2013.

Pursuant to the terms of the Credit Agreement, the Company will pay commitment fees equal to 0.50% per year on the unused portion of the revolving credit facility. In addition, the fee for each letter of credit under the Credit Agreement will be 0.125% per annum and for each standby letter of credit the fee will be Libor plus 4.50% per annum.

The borrowing under the credit facility, will, at the Company's option, be classified as either LIBO Rate or Alternate Base Rate loans (both as defined in the Credit Agreement). The rate of interest payable by the Company in respect of outstanding loans under the credit facility is (i) with respect to LIBO Rate loans, the Adjusted LIBO Rate (as defined in the Credit Agreement) for the Interest Period plus 4.5%, or (ii) with respect to ABR Loans, the Adjusted Base Rate (as defined in the Credit Agreement) then in effect plus 0.50%.

The Credit Agreement requires the Company to comply with various affirmative and negative covenants which include, among other things, a minimum net worth requirement. Events of default under the Credit Agreement include, among other things, payment defaults, breaches of representations, warrants or covenants, defaults under Material Indebtedness (as defined in the Credit Agreement), certain events of bankruptcy or insolvency, judgment defaults, certain defaults or events relating to employee benefit plans or a Change in Control (as defined in the Credit Agreement). An Event of Default would permit the Administrative Agent to terminate the revolving commitments and accelerate the maturity of the Loans.

The new revolving credit facility is secured by a first security priority security interest in the Company's assets and those of the Company's subsidiaries party to the Credit Agreement.

The foregoing description of the Credit Agreement is qualified in its entirety by reference to the complete terms of the Credit Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

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

The information required by this Item 2.03 is set forth under Item 1.01 of this Current Report on Form 8-K, which is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Credit Agreement, dated March 31, 2010, by and among the Company, the lenders party thereto and JPMorgan Chase Bank, N.A. as Administrative Agent for the lenders.

SIGNATURES

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

AUDIOVOX CORPORATION (Registrant)

Date: October 4, 2010
By: /s/ Charles M. Stoehr
Charles M. Stoehr
Senior Vice President and
Chief Financial Officer

Schedule 1.01
Existing Letters of Credit

Letters of Credit Reference Number	Account Party	Beneficiary Name	Maturity Date	Outstanding Amount (USD)
RRRI-529416	Audiovox Corporation	SKYPINE TECHNOLOGY CO., LTD.	June 7, 2010	\$1,090,850.00
RRRI-529417	Audiovox Corporation	WAI HANG ELECTRONIC CO LTD	April 20, 2010	\$18,250.00
T-696573	Audiovox Corporation	EMPIRE HEALTH ASSURANCES INC	August 9, 2010	\$716,751.00
T-802614	Audiovox Corporation	LIBERTY MUTUAL INSURANCE CO.	July 7, 2010	\$300,000.00
T-900103	Audiovox Corporation	BANCO BILBAO VIZCAYA ARGENTARIA	July 7, 2010	\$270,130.89

**SCHEDULE 3.06
TO THE CREDIT AGREEMENT**

DISCLOSED MATTERS

LITIGATION

MPEG LA, LLC v. Audiovox Electronics Corporation
Supreme Court of the State of New York, Suffolk County

SCHEDULE 3.13
TO THE CREDIT AGREEMENT

CAPITALIZATION AND SUBSIDIARIES

<u>Subsidiaries</u>	<u>Jurisdiction of Incorporation</u>	<u>% of Ownership*</u>
Audiovox Accessories Corp.	Delaware	100%
Batteries.com, LLC	Indiana	100%**
Technuity, Inc.	Indiana	100%**
Audiovox Electronics Corporation	Delaware	100%
Code Systems, Inc.	Delaware	100%***
Audiovox Consumer Electronics Inc.	Delaware	100%
American Radio Corp.	Georgia	100%

*Audiovox Corporation is parent unless otherwise indicated.

**Audiovox Accessories Corporation is the parent.

***Audiovox Electronics Corporation is the parent.

****None of these subsidiaries is a Material Foreign Subsidiary

**SCHEDULE 6.01
TO THE CREDIT AGREEMENT**

EXISTING INDEBTEDNESS

- Unsecured \$10,000,000 line of credit with JPMorgan Chase.
- SunTrust Bank, \$5,000,000 Term Loan to Invision Automotive Systems Inc. from February 1, 2010 through January 31, 2011, guaranteed by Audiovox Corporation

**SCHEDULE 6.02
TO THE CREDIT AGREEMENT**

EXISTING LIENS

Lien on Invision Automotive Systems, Inc. Inventory

Equipment Leases:

Audiovox Corporation:

State	Jurisdiction	Expiration Date	Original File Date	File Number	Secured Party
DE	SOS	10/21/2010	10/21/2005	53277341	Wells Fargo Equipment Finance
DE	SOS	2/16/2012	2/16/2007	70621325	US Express Leasing Inc.
DE	SOS	2/21/2012	2/21/2007	70662907	Wells Fargo Equipment Finance
DE	SOS	6/22/2012	6/22/2007	72371416	Wells Fargo Financial Leasing Inc.
DE	SOS	4/30/2013	4/30/2008	81495819	Key Equipment Finance Inc.
DE	SOS	4/30/2013	4/30/200/	81496312	Key Equipment Finance Inc.
DE	SOS	6/20/2013	6/20/2008	82125126	Wells Fargo Equipment Finance Inc.
DE	SOS	6/30/2013	6/30/2008	82235693	Wells Fargo Equipment Finance Inc.
DE	SOS	10/9/2013	10/9/2008	83421656	Wells Fargo Equipment Finance Inc.
DE	SOS	10/21/2013	10/21/200/	83545678	Popular Equipment Finance Inc.
DE	SOS	1/21/2014	1/21/2009	90208139	Wells Fargo Equipment Finance Inc.
DE	SOS	1/21/2014	1/21/2009	90208253	Wells Fargo Equipment Finance Inc.
DE	SOS	1/21/2014	1/21/2009	90208352	Wells Fargo Equipment Finance Inc.
DE	SOS	2/11/2014	2/11/2009	90455763	Wells Fargo Financial Leasing Inc.
DE	SOS	3/26/2014	3/26/2009	9095522	Heartland Business Credit
DE	SOS	3/27/2014	3/27//2009	91074969	AEL Financial LLC
DE	SOS	5/28/2014	5/28/2009	91678660	Heartland Business Credit
DE	SOS	6/19/2014	6/19/2009	91958138	Heartland Business Credit
DE	SOS	7/1/2014	7/1/2009	92118856	IBM Credit LLC
DE	SOS	8/7/2014	8/7/2009	92534318	Heartland Business Credit
DE	SOS	8/27/2014	8/27/2009	92767579	IB M Credit LLC
DE	SOS	9/30/2014	9/30/2009	93136170	Heartland Business Credit

Audiovox Electronics Corpooation

DE	SOS	Continuation 3/3/2009	8/30/2004	42439943	Bank One, NA
DE	SOS	6/23/2014	6/23/2009	92003322	California First Leasing Corporation

Technuity Inc.

IN	SOS	4/25/2011	4/25/2006	200600003937464	Citicorp Leasing, Inc.
IN	SOS	6/4/2013	6/4/2008	200800005219512	US Bancorp

**SCHEDULE 6.07
TO THE CREDIT AGREEMENT**

EXISTING RESTRICTIONS

- SunTrust Bank, \$5,000,000 Term Loan to Invision Automotive Systems Inc. from February 1, 2010 through January 31, 2011, guaranteed by Audiovox Corporation

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between [Insert name of Assignor] (the "Assignor") and [Insert name of Assignee] (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor (including any letters of credit, guarantees, and swingline loans) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: _____
2. Assignee: _____
[and is an Affiliate/Approved Fund of [identify Lender]¹]
3. Administrative Agent: _____, as the administrative agent under the Credit Agreement
4. Credit Agreement: The Credit Agreement dated as of March 31, 2010, among Audiovox Corporation, the other Loan Parties party thereto, the Lenders parties thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent

¹ Select as applicable.

5. Assigned Interest:

Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans ²
\$	\$	%
\$	\$	%
\$	\$	%

Effective Date: _____, 20__ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The Assignee agrees to deliver to the Administrative Agent, except if the Assignee is already a Lender pursuant to the terms of the Credit Agreement, a completed Administrative Questionnaire in which the Assignee designates one or more Credit Contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Title:

² Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

Consented to and Accepted:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By _____
Title:

Consented to:

Issuing Bank

By _____
Title:

[Consented to:

Borrower

By _____
Title:]

Exhibit A
509265-1423-11447-11698801

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION1. Representations and Warranties.

1.1. Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) if it is a Foreign Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. Processing and Recordation Fee.

deliver to the Administrative Agent a processing and recordation fee of \$3,500.

In connection with the Assignment and Assumption, the parties thereto shall

4. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by facsimile shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

Exhibit A

509265-1423-11447-11698801

LEVY, STOPOL & CAMELO LLP
COUNSELORS AT LAW
1425 RXR PLAZE
UNIONDALE, NY 11556-1425

Robert S. Levy*
Larry N. Stopol*
Dianne M. Camelo*

NEW JERSEY OFFICE

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Suite 2
Oradell, NJ 07649
Tel. (201) 599-1975
Fax (201) 599-1951

*Admitted in NY & NJ

March 31, 2010

To the Lenders and the Administrative Agent Referred to Below
c/o JPMorgan Chase Bank, N.A., as Administrative Agent
270 Park Avenue
New York, New York 10017

Dear Sirs:

We have acted as counsel for Audiovox Corporation, a Delaware corporation (the "Borrower") and each of the subsidiaries listed on Schedule A hereto (each a "Select Subsidiary"), as guarantors, in connection with the Credit Agreement dated as of March , 2010 (the "Credit Agreement"), among the Borrower, the Select Subsidiaries parties thereto as guarantors, the banks and other financial institutions identified therein as Lenders, and JPMorgan Chase Bank, N.A., as Administrative Agent and the Security Agreement dated as of March 31, 2010 and made in connection with the Credit Agreement. Terms defined in the Credit Agreement are used herein with the same meanings. This Opinion Letter is being furnished to th e Administrative Agent and the Lenders pursuant to Section 4.01(a) of the Credit Agreement.

In so acting, we have examined the originals, or copies certified or otherwise identified to our reasonable satisfaction, of certificates of incorporation and, where applicable, formation, and by-laws, and where applicable, operating agreement(s), of each of the Borrower and the subsidiaries listed on Schedule A hereto (each a "Select Subsidiary"), the Loan Documents and such other records, agreements, instruments and documents as we have deemed relevant or necessary as the basis for the opinions expressed herein. In such examinations, we have assumed the genuineness of all signatures and the conformity to the originals of all documents submitted to us as copies. As to various questions of fact material to the opinions expressed herein, we have relied upon statements or certificates of public officials and of

officers/managers of the Borrower and its Select Subsidiaries, and upon the representations and warranties in the Loan Documents.

In rendering the opinions set forth herein, we express no opinion as to (i) licensing or other requirements of the Federal Communications Commission or any federal, state or local public utilities, communications or similar regulatory authority; (ii) the Assignment of Claims Act of 1940; (iii) any licensing or regulatory or other requirements involving imports and exports or international trade, or their respective applicability to the Borrower, the Loan Documents, or any other agreement, instrument or document executed or delivered pursuant to the Loan Documents or the transactions contemplated thereby; (iv) the laws of any jurisdiction other than the laws of the State of New York and, subject to the exceptions set forth above, the federal laws of the United States; (v) except as otherwise set forth on page [], paragraph [] hereof the creation, perfection or priority of any security interests or mortgage, or pledge or other lien purported to be created under the Loan Documents; and (vi) the legality, validity or binding effect, or enforceability of, (1) any self-help provisions, (2) provisions that purport to establish evidentiary standards, (3) terms and provisions of an agreement or instrument in circumstances in which certain terms and provisions of the agreement or instrument are illegal or unenforceable, (4) provisions related to waiver of remedies (or the delay or omission of enforcement of remedies), disclaimers, liability limitations, limitations on your obligations in circumstances in which a failure of condition or default by the Borrower is not material, prospective releases or waivers of legal or equitable rights or discharge of defenses, or reimbursement or indemnification in circumstances in which the person seeking reimbursement or indemnification has breached its duties under the applicable agreement or instrument or otherwise or itself has been negligent, and (5) provisions related to your ability to accelerate the date of payment or foreclosure on security in circumstances in which there has not been a material default by the Borrower, or in circumstances in which a default has been cured within a reasonable time.

In rendering the opinions set forth herein, we have assumed that the Administrative Agent and each Lender has the power to enter into and perform the Credit Agreement and other Loan Documents to which each is a party, and that the Credit Agreement and other Loan Documents have been duly authorized, executed and delivered by the Administrative Agent and/or each such Lender and are legal, valid and binding upon each of them.

Based solely upon and subject to the foregoing and subject to the assumptions, limitations, exceptions and qualifications set forth herein, we are of the opinion that:

1. The Borrower and each of the Select Subsidiaries (a) is a corporation, partnership or limited liability company duly and properly incorporated or organized, as the case may be, validly existing and (to the extent such concept applies to such entity) in good standing under the laws of its jurisdiction of incorporation or organization, (b) has all requisite power and

authority to carry on its business as now conducted and (c) except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where any significant portion of the Collateral is located.

2. The Borrower has the requisite corporate power and authority to execute, deliver and perform its obligations under the Credit Agreement and the Security Agreement and to borrow under the Credit Agreement, and to grant the security interests to be granted by it pursuant to the Security Agreement.

Each Select Subsidiary has the requisite corporate power and authority to execute, deliver and perform its obligations under the Credit Agreement and under the Security Agreement and to grant the security interests to be granted by it pursuant to the Security Agreement.

The Borrower and each Select Subsidiary have duly authorized, executed and delivered the Credit Agreement and the Security Agreement to the Administrative Agent and the Credit Agreement and Security Agreement constitute valid and legally binding obligations of the Borrower and each Select Subsidiary enforceable in accordance with their terms.

3. The Transactions and the granting of any security interest under the Security Agreement (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect, (b) will not violate any applicable law or regulation or the charter, by-laws or other organizational documents of the Borrower or any Select Subsidiary or any order of any Governmental Authority, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon the Borrower or any Select Subsidiary or its assets, or give rise to a right thereunder to require any payment to be made by the Borrower or any Select Subsidiary, and (d) will not result in the creation or imposition of any Lien on any asset of the Borrower or the Select Subsidiaries (except for Liens created in favor of the Administrative Agent by the Loan Documents).

4. There are no legal or arbitral proceedings, and no proceedings by or before any governmental or regulatory authority or agency, pending against, or to the best of our knowledge, threatened against or affecting the Borrower or any Select Subsidiary or any properties or rights of the Borrower or any Select Subsidiary, which if adversely determined, would have a Material Adverse Effect.

5. Neither the Borrower nor any of the Select Subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

6. The application of the proceeds of the Loans as provided in the Credit Agreement will not violate Regulations T, U and X of the Board of Governors of the Federal Reserve System.

7. The Security Agreement, is effective to create in favor of the Administrative Agent for the benefit of the Secured Parties, as security for the Secured Obligations, a security interest (the "Article 9 Security Interest") in the collateral described in the Security Agreement (the "Article 9 Collateral"). Based solely upon the UCC searches reviewed by the undersigned for the Borrower and each Select Subsidiary, the UCC-1's attached hereto as Annex I are in proper form for filing and upon the proper filing of the UCC-1's, with the Secretary of State in Delaware for the Borrower and in each of the jurisdictions indicated on Schedule A for each of the Select Subsidiaries, the security interest in the Article 9 Collateral in which a security interest may be perfected by the filing of a financing statement under the U.C.C. (the "Filing Collateral") will be perfected.

This Opinion Letter may be relied upon only by the Administrative Agent and the Lenders and solely in connection with the Credit Agreement and the borrowings contemplated thereby, and may not be used or relied upon by the Administrative Agent, the Lenders or any other person for any purpose whatsoever without, in each instance, our prior written consent.

Very truly yours,

LEVY, STOPOL & CAMELO, LLP

By: /s/ Dianne M. Camelo

Schedule A

SELECT SUBSIDIARIES OF

AUDIOVOX CORPORATION

Name of Corporation	Jurisdiction of Incorporation
Audiovox Electronics Corporation	Delaware
Audiovox Accessories Corporation	Delaware
Audiovox Consumer Electronics, Inc.	Delaware
American Radio Corp.	Georgia
Code Systems, Inc.	Delaware
Technuity Inc.	Indiana
Batteries.com, LLC	Indiana



CHASE

BORROWING BASE REPORT

Obligor Number:	Rpt #
Loan Number:	Date:
	Period Covered:

COLLATERAL CATEGORY	A/R	Total Eligible Collateral	0.00
<i>Description</i>			
1 Beginning Balance (Previous report - Line 8)			
2 Additions to Collateral (Gross Sales or Purchases)			
3 Other Additions (Add back any non-A/R cash in line 3)			
4 Deductions to Collateral (Cash Received)			
5 Deductions to Collateral (Discounts, other)			
6 Deductions to Collateral (Credit Memos, all)			
7 Other non-cash credits to A/R			
8 Total Ending Collateral Balance	0.00		
9 Less Ineligible - Past Due			
10 Less Ineligible - Cross-age (50%)			
11 Less Ineligible - Foreign			
12 Less Ineligible - Contra			
13 Less Ineligible - Other (attach schedule)			
14 Total Ineligibles -Accounts Receivable	0.00		
15 Total Eligible Collateral	0.00		
16 Advance Rate Percentage	85%		
17 Net Available - Borrowing Base Value	0.00		
18 Reserves - Dilution Reserve	0.00		
19 Total Borrowing Base Value	0.00		
20.A Total Availability/ CAPS	0.00		
20.B Revolver Line	15,000,000.00	Total Revolver Line	0.00
21 Maximum Borrowing Limit (Lesser of 20.A or 20.B)*	0.00	Total Available	0.00

LOAN STATUS			
22 Previous Loan Balance (Previous Report Line 31)	0.00		
23 Less: A. Net Collections (Same as line 4)	0.00		
B. Adjustments / Other _____			
24 Add: A. Request for Funds	0.00		
B. Adjustments / Other _____			
25 New Loan Balance	0.00	Total New Loan Balance:	0.00
26 Letters of Credit/Bankers Acceptance Outstanding			0.00
27 Availability Not Borrowed (Lines 21 less 25 & 26)			0.00
28			
29 OVERALL EXPOSURE (lines 31 & 34)			0.00

Pursuant to, and in accordance with, the terms and provisions of that certain Loan and Security Agreement ("Agreement"), between JPM Chase ("Secured Party") and Audiovox Corporation ("Borrower"), Borrower is executing and delivering to Secured Party this Collateral Report accompanied by supporting data (collectively referred to as ("Report")).

Borrower warrants and represents to Secured Party that this Report is true, correct, and based on information contained in Borrower's own financial accounting records. Borrower, by the execution of this Report, hereby ratifies, confirms and affirms all of the terms, conditions and provisions of the Agreement, and further certifies on this 31 day of March 2010, that the Borrower is in compliance with said Agreement.

BORROWER NAME: **AUDIOVOX CORPORATION**

AUTHORIZED SIGNATURE: _____

COMPLIANCE CERTIFICATE

To: The Lenders parties to the
Credit Agreement Described Below

This Compliance Certificate is furnished pursuant to that certain Credit Agreement dated as of March 31, 2010 (as amended, modified, renewed or extended from time to time, the "Agreement") among Audiovox Corporation (the "Borrower"), the other Loan Parties party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent. Unless otherwise defined herein, capitalized terms used in this Compliance Certificate have the meanings ascribed thereto in the Agreement.

THE UNDERSIGNED HEREBY CERTIFIES, ON ITS BEHALF AND ON BEHALF OF THE BORROWER, THAT:

1. I am a duly elected Financial Officer of the Borrower;
2. I have reviewed the terms of the Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the Borrower and its consolidated Subsidiaries during the accounting period covered by the attached financial statements [**for quarterly or monthly financial statements add:** and such financial statements present fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes];
3. The examinations described in the paragraph 2 above did not disclose, except as set forth below, and I have no knowledge of (i) the existence of any condition or event which constitutes a Default or Event of Default during or at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate or (ii) any change in GAAP or in the application thereof that has occurred since the date of the audited financial statements referred to in Section 3.04 of the Agreement;
4. I hereby certify that no Loan Party has changed (i) its name, (ii) its chief executive office, (iii) principal place of business, (iv) the type of entity it is or (v) its state of incorporation or organization without having given the Agent the notice required by Section 4.7 of the Security Agreement;
5. Schedule I attached hereto sets forth financial data and computations evidencing the Borrower's calculation of Consolidated Net Worth (which is not less than \$300,000,000), all of which data and computations are true, complete and correct; and
6. Schedule II hereto sets forth the computations necessary to determine the Applicable Rate commencing on the Business Day this certificate is delivered.

Exhibit D

Described below are the exceptions, if any, to paragraph 3 listing, in detail, the (i) nature of the condition or event which constitutes a Default or Event of Default, the period during which it has existed and the action which the Borrower has taken, is taking, or proposes to take with respect to each such condition or event or (ii) the change in GAAP or the application thereof and the effect of such change on the attached financial statements:

The foregoing certifications, together with the computations set forth in Schedule I and Schedule II hereto and the financial statements delivered with this Certificate in support hereof, are made and delivered this _ day of March, 2010.

AUDIOVOX CORPORATION

By: /s/Charles M. Stoehr
Name: Charles M. Stoehr
Title: Senior VP & CFO

Exhibit D

Calculation of Consolidated Net Worth as of March 30, 2010

\$359,564,962

Exhibit D

Borrower's Applicable Rate Calculation

ABR Spread	Euro Dollar
3.50%	4.50%

Exhibit D

.



JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Agreement"), dated as of _____, ____, 200__, is entered into between _____, a _____ (the "New Subsidiary") and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") under that certain Credit Agreement, dated as of March 31, 2010 among AUDIOVOX CORPORATION (the "Borrower"), the Loan Parties party thereto, the Lenders party thereto and the Administrative Agent (as the same may be amended, modified, extended or restated from time to time, the "Credit Agreement"). All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement..

The New Subsidiary and the Administrative Agent, for the benefit of the Lenders, hereby agree as follows:

1. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will be deemed to be a Loan Party under the Credit Agreement and a "Loan Guarantor" for all purposes of the Credit Agreement and shall have all of the obligations of a Loan Party and a Loan Guarantor thereunder as if it had executed the Credit Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement, including without limitation (a) all of the representations and warranties of the Loan Parties set forth in Article III of the Credit Agreement, (b) all of the covenants set forth in Articles V and VI of the Credit Agreement and (c) all of the guaranty obligations set forth in Article X of the Credit Agreement. Without limiting the generality of the foregoing terms of this paragraph 1, the New Subsidiary, subject to the limitations set forth in Section 10.09 of the Credit Agreement, hereby guarantees, jointly and severally with the other Loan Guarantors, to the Administrative Agent and the Lenders, as provided in Article X of the Credit Agreement, the prompt payment and performance of the Guaranteed Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise) strictly in accordance with the terms thereof and agrees that if any of the Guaranteed Obligations are not paid or performed in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise), the New Subsidiary will, jointly and severally together with the other Loan Guarantors, promptly pay and perform the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, as a mandatory prepayment, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

2. If required, the New Subsidiary is, simultaneously with the execution of this Agreement, executing and delivering such Collateral Documents (and such other documents and instruments) as requested by the Administrative Agent in accordance with the Credit Agreement.

3. The address of the New Subsidiary for purposes of Section 9.01 of the Credit Agreement is as follows:



4. The New Subsidiary hereby waives acceptance by the Administrative Agent and the Lenders of the guaranty by the New Subsidiary upon the execution of this Agreement by the New Subsidiary.

5. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

6. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Administrative Agent, for the benefit of the Lenders, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

[NEW SUBSIDIARY]

By:
Name:
Title:

Acknowledged and accepted:

JPMORGAN CHASE BANK, N.A., as Administrative
Agent

By:
Name:
Title:

Exhibit E
509265-1423-11447-11698801

U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement, dated as of March 31, 2010 among AUDIOVOX CORPORATION (the "Borrower"), the Loan Parties party thereto, the Lenders party thereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent (as the same may be amended, modified, extended or restated from time to time, the "Credit Agreement"). All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any promissory note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Code Section 871(h)(3)(B), (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code and (v) the interest payments in question are not effectively connected with the undersigned's conduct of a U.S. trade or business.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. person status on Internal Revenue Service Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF LENDER]

By:

Name:

Title:

Date: _____, 20[]

U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement, dated as of March 31, 2010 among AUDIOVOX CORPORATION (the "Borrower"), the Loan Parties party thereto, the Lenders party thereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent (as the same may be amended, modified, extended or restated from time to time, the "Credit Agreement"). All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any promissory note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its partners/members are the sole beneficial owners of such Loan(s) (as well as any promissory note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to the Credit Agreement or any other Loan Document, neither the undersigned nor any of its partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its partners/members is a ten percent shareholder of the Borrower within the meaning of Code Section 871(h)(3)(B), (v) none of its partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (vi) the interest payments in question are not effectively connected with the undersigned's or its partners/members' conduct of a U.S. trade or business.

The undersigned has furnished the Administrative Agent and the Borrower with Internal Revenue Service Form W-8IMY accompanied by an Internal Revenue Service Form W-8BEN from each of its partners/members claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF LENDER]

By:

Name:

Title:

Date: _____, 20[]

U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement, dated as of March 31, 2010 among AUDIOVOX CORPORATION (the "Borrower"), the Loan Parties party thereto, the Lenders party thereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent (as the same may be amended, modified, extended or restated from time to time, the "Credit Agreement"). All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code of 1986, as amended, (the "Code"), (iii) it is not a ten percent shareholder of the Borrower within the meaning of Code Section 871(h)(3)(B), (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (v) the interest payments in question are not effectively connected with the undersigned's conduct of a U.S. trade or business.

The undersigned has furnished its participating Foreign Lender with a certificate of its non-U.S. person status on Internal Revenue Service Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Foreign Lender in writing and (2) the undersigned shall have at all times furnished such Foreign Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF PARTICIPANT]

By:

Name:

Title:

Date: _____, 20[]

U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement, dated as of March 31, 2010 among AUDIOVOX CORPORATION (the "Borrower"), the Loan Parties party thereto, the Lenders party thereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent (as the same may be amended, modified, extended or restated from time to time, the "Credit Agreement"). All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code of 1986, as amended, (the "Code"), (iv) none of its partners/members is a ten percent shareholder of the Borrower within the meaning of Code Section 871(h)(3)(B), (v) none of its partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (vi) the interest payments in question are not effectively connected with the undersigned's or its partners/members' conduct of a U.S. trade or business.

The undersigned has furnished its participating Foreign Lender with Internal Revenue Service Form W-8IMY accompanied by an Internal Revenue Service Form W-8BEN from each of its partners/members claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Foreign Lender and (2) the undersigned shall have at all times furnished such Foreign Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF PARTICIPANT]

By:

Name:

Title:

Date: _____, 20[]