Automotive Parts Division—International
Borg-Warner Corporation
P.O. Box 468, Franklin Park, IL 60131, U.S.A.
Telephone: 312/455-3120
Telex: 72-1459
Cable: APDINT-CHICAGO

BORG WARNER Transportation Equipment

PLAINTIFF'S EXHIBIT

BW-37

SAMPLE

March 9, 1981

This letter will confirm the terms of your relationship with Automotive Parts Division - International and your signature in the space provided at the end of this letter agreement shall constitute your acceptance of an appointment to avt as a sales representative of Automotive Parts Division - International (hereinafter referred to as "APDI") in accordance with the following terms and conditions.

1. You are appointed effective March 9, 19 81, to act as a sales representative of APDI to solicit orders for the following products presently sold through APDI, hereinafter known as Products:

You will solicit orders for those Products in, and for delivery in, the following territory:

2. You agree to devote your best efforts to the promotion of the sale of the Products in said Territory and you agree to endeavor diligently to achieve and maintain adequate distribution coverage in the Territory.

You are to submit, from time to time, and when requested by APDI, information as to your company's legal status (Corporation, Incorporated, etc.) and to submit details as to the location of your offices throughout the Territory, number of salesmen, etc.

3. You will be free to solicit orders for products of an allied nature of any other party of parties and shall not be limited to soliciting orders for the above defined Products except as the solicitation of orders for other products interferes with your devoting your best efforts to giving adequate coverage to the Products set forth above.

4. All orders obtained by you shall be subject to acceptance or rejection by APDI at its office in Franklin Park, Illinois and the sales price on the orders solicited by you and the design of the Products shall be subject to change at any time.

APDI shall not be liable for any failure to deliver or delay in delivering orders obtained by you and accepted by APDI. However, APDI will use its best efforts to fill all orders that are accepted.

5. APDI agrees to pay you the following commission on the net billing price of all factory shipments to the territory in response to orders obtained by you and accepted by APDI during the term hereof:

The term "net billing" as used in this agreement shall mean the invoice price f.o.b. the factory, and shall not include any sales, use or excise taxes, customs duties or transportation charges. Commissions will be paid only on orders accepted by APDI during the term of this arreement and upon merchandise shipped into the above mentioned territory. Commission will not, however, be due or be paid, or if paid shall be debited on the commission accounts, on merchandise returned to the factory or not accepted for any reason whatsoever and on shipments made to destinations outside the territory described above.

6. Commission will be due and owing only after payment for the orders obtained by you has been received by APDI. Once each month you will receive a statement giving an up-to-date account of the shipments made into the territory since the last preceding monthly statement and the commissions to become due on those shipments. An accounting of all commissions earned by you will be made as of the end of each quarter and all amounts found to be due and owing to you as of that date shall be promptly forwarded to you.

All travel, office and other expense of any nature incurred by you in soliciting orders and covering the above described territory shall be assumed and paid for by you without right to reimbursement from APDI.

APDI will furnish you with Product catalogs, price lists, advertising literature and product samples in amounts and of the type determined by APDI for the purpose of assisting you in actively promoting sales interest and obtaining orders for products in the Territory. APDI will also inform you of inquiries regarding the Products which it receives from the Territory described above.

You or your customers may or will undertake responsibility for translating whatever materials you deem necessary into local language.

SAMPLE

7. Neither you nor any person employed by you is or shall be deemed expressly or implied employee or agent of APDI for any purpose whatsoever. Since the orders you solicit and receive ill be sent to APDI in Franklin Park for formal acceptance or rejection, you are not authorized to ccept orders or to establish conditions, make collections, vary prices on the Products or make any epresentations or commitments for or on behalf of Borg-Warner Corporation or APDI except as ay be specifically authorized in writing.

8. Neither this agreement nor any rights under it are assignable by you. Any such assignment r attempted assignment shall cancel this agreement and all of your rights under it. It is understood hat the agreement shall be termintaed immediately by either your death, incapacity, or bankruptcy. t is further understood that you neither have nor may acquire by performance hereunder or in any ther way, any rights of any kind whatsoever in or to the Territory described above.

9. It is, of course, understood that no proprietary rights are granted with respect to the above described Territory nor with respect to any trade marks or trade names now or hereafter owned or used by APDI, Borg-Warner Corporation or any company affiliated with those corporations, and that any efforts in developing good will in the Territory are for the exclusive benefit of APDI, Borg-Warner Corporation, and affiliated companies. It is also understood that any and all rights arising out of the use of such trade names and trade marks shall be the exclusive property of APDI, Borg-Warner Corporation and affiliated companies. You agree that upon termination of this agreement you will cease immediately to use the name APDI, Borg-Warner Corporation and any trade mark or trade name owned or used by them or any company afffilated with them. You further agree that should it be deemed necessary or advisable in the sole opinion of the Patent Counsel of Borg-Warner Corporation, you will for the nominal considerati of one Dollar ($1.00) execute such documents as may be requested, releasing or assigning any and all rights with respect to such territory, trade marks, trade names and good will.

10. Your appointment hereunder is to act as sales representative for APDI and as an independent contractor for the period commencing March 9, 1981 and ending March 9, 1982, and for successive twelve-month periods thereafter unless and until your appointment is terminated as hereinafter provided. Your appointment may be terminated at any time without prior notice for proper cause and may be terminated at any time by either party without cause by the giving of not less than sixty (60) days written notice by registered mail to the other party at the following addresses:

1. Automotive Parts Division - International
   P.O. Box 468
   Franklin Park, Illinois 60131

2.

11. APDI reserves the right to cancel forthright any product or product lines included in this contract for which your company has shown no interest and/or no sign of activity.

12. You are to submit to APDI on a regular basis or as requested a detailed report as to your activities in the market, market conditions, economic conditions, foreign exchange availability, competitive conditions, etc.

13. This agreement cancels any and all understandings whether in writing or otherwise in effect prior to this date and constitutes the entire understanding of the parties. It is expressly understood that no officer or agent of APDI is authorized to modify or amend this agreement except by means of a writing signed by such duly authorized officer or agent.

SAMPLE

14. This agreement accepted at Franklin Park, Illinois shall be governed by and construed according to the laws of the State of Illinois.

Sincerely,

AUTOMOTIVE PARTS DIVISION
INTERNATIONAL

E. Rodriguez
Vice President

ER:mb

ACCEPTED

_____

DATE_____

DISTRIBUTOR AGREEMENT

BORG WARNER®

AUTOMOTIVE PARTS DIVISION

Borg-Warner Corporation

Distributor Franchise

_____
(NAME OF DISTRIBUTOR)

_____
STREET ADDRESS | CITY | STATE | ZIP CODE

desires to become a FRANCHISED DISTRIBUTOR, herein called "Distributor" of Borg-Warner merchandise, and to set forth the rights and obligations of the parties hereto, Distributor and Automotive Parts Division Borg-Warner Corporation, herein called Borg-Warner, enter into the following agreement:

FRANCHISED DISTRIBUTOR:

Borg-Warner will sell and distributor will purchase such lines of Borg-Warner merchandise as are mutually agreed upon and set out on the attachment hereto.

PRICES:

Distributor's orders will be billed at the prices set forth in Borg-Warner's jobber confidential net price lists in effect at the time of shipment. Prices are subject to change without notice and Borg-Warner assumes no responsibility with respect to price changes or changes in design.

Distributor will be allowed a functional discount on all reported sales of the Borg-Warner lines to bona fide jobbers (other than branches) as listed. To qualify for the functional discount the jobbers to whom such sales are made must be established as to their bona fide status and qualifications with an authorized representative of Borg-Warner and such sales will be reported once a month to Borg-Warner on forms supplied by Borg-Warner.

TERMS:

Distributor will be extended credit terms of 2%—10th prox., and net 30 days. No printed or other matter on any distributor's purchase order, which is either an extension of or in contradiction to any of the terms and provisions of this franchise, shall have any force or effect. All orders shall be subject to acceptance by Borg-Warner at its home office in Franklin Park, Illinois.

TERMS OF FRANCHISE:

This franchise agreement is conditional upon Distributor achieving and maintaining adequate distribution coverage on all Borg-Warner automotive replacement lines. It is understood that this obligation shall include stocking of principal items (or all items except slow-moving and infrequently called-for items), maintaining a clean up-to-date stock and attractive displays of Borg-Warner products, adequate warehouse facilities and an adequate and well-trained sales staff actively and aggressively promoting all of the Borg-Warner product lines. Each party to this franchise has the privilege of cancelling it with or without cause upon 30 days' written notice to the other party but such termination shall not affect any rights or obligations of either party accrued prior to such termination. Borg-Warner's acceptance of Distributor's orders and delivery of merchandise ordered is conditional upon non-interference of normal business practices and including but not limited to acts of God or Government, public enemy, fire, strikes, embargoes, freight difficulties, unusually severe weather, or inability to obtain raw materials because of any condition affecting a supplier's plant.

This contract constitutes the entire agreement between the parties and cancels and supersedes all previous franchises and/or agreements entered into between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

(Corporation)
(Partnership)
_____(Individual)
DISTRIBUTOR

By_____(Title)_____

AUTOMOTIVE PARTS DIVISION
Borg-Warner Corporation

Date Signed_____
(FIELD MANAGER)

Date Signed_____Approved by_____
(CENTRAL OFFICE)

AUTOMOTIVE PARTS DIVISION

Borg-Warner Corporation

Distributor Agreement

PRODUCT SCHEDULE ATTACHMENT

Product Line	Check	Redistribution Functional Discount	Initial
Carburetor Kits	☐	_____	☐
Clutches, New	☐	_____	☐
Clutches, Rebuilt	☐	_____	☐
Clutch Release & Pilot Bearings	☐	_____	☐
Disc Brakes	☐	_____	☐
Drive Line Parts & Assemblies	☐	_____	☐
Fuel Pumps	☐	_____	☐
Ignition	☐	_____	☐
Rubber Products	☐	_____	☐
Starter Drives	☐	_____	☐
Standard Transmission Gears	☐	_____	☐
Timing Chains, Gears & Sprockets	☐	_____	☐
Universal Joints	☐	_____	☐
Water Pumps	☐	_____	☐
Wire & Cable	☐	_____	☐
Power Brute Parts	☐	_____	☐
T10 Transmissions	☐	_____	☐
_____	☐	_____	☐
_____	☐	_____	☐

(Corporation)
(Partnership)
(Individual)

Signatures: _____
DISTRIBUTOR

By _____ Title _____

AUTOMOTIVE PARTS DIVISION
Borg-Warner Corporation

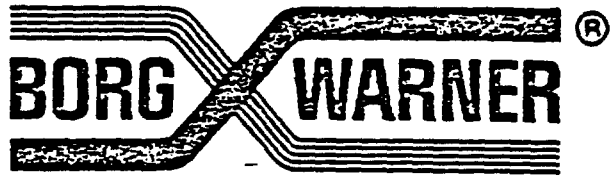
Date Signed _____
(FIELD)

Date Signed _____ Approved by _____
(CENTRAL OFFICE)

Form No. 51S

AUTOMOTIVE PARTS DIVISION
BORG-WARNER CORPORATION
11045 Gage Avenue, Franklin Park, Illinois 60131

WAREHOUSE DISTRIBUTOR AGREEMENT



AUTOMOTIVE PARTS DIVISION

Borg-Warner Corporation

Warehouse Distributor Franchise

_____
(NAME OF WAREHOUSE DISTRIBUTOR)

_____
STREET ADDRESS | CITY | STATE | ZIP CODE

desires to become a FRANCHISED WAREHOUSE DISTRIBUTOR, herein called "Warehouse Distributor," of Borg-Warner merchandise and to set forth the rights and obligations of the parties hereto, the Warehouse Distributor and Automotive Parts Division Borg-Warner Corporation, herein called "Borg-Warner," enter into the following agreement:

FRANCHISED WAREHOUSE DISTRIBUTOR:

Borg-Warner will sell and Warehouse Distributor will purchase and warehouse such Borg-Warner merchandise listed in the various Borg-Warner catalogs and which is mutually agreed upon and set out on the attachment hereto. Warehouse Distributor represents that it will sell only to automotive parts jobbers; that it will not be competitive to automotive parts jobbers in any way; that no majority interest in Warehouse Distributor is held by a majority interest holder in any automotive parts jobbing organization or if a majority interest in Warehouse Distributor is held by a majority interest holder in an automotive parts jobber, Warehouse Distributor represents that it will not, with respect to prices and terms and conditions of sale or in any other manner, discriminate in favor of such automotive parts jobber; and that sales by Warehouse Distributor to other than automotive parts jobbers shall constitute a violation of this agreement.

PRICES:

Warehouse Distributor's orders will be billed at net prices based on Borg-Warner's jobber confidential net price lists in effect at the time of shipment less functional discount for warehousing and distributor-to-jobber services as listed on the attached schedule. All shipments shall be made direct to Warehouse Distributor's place of business. Prices are subject to change without notice and Borg-Warner assumes no responsibility with respect to price changes or changes in design.

TERMS:

Warehouse Distributor will be extended credit terms of 2%—10th prox., and net 30 days. No printed or other matter on any Warehouse Distributor's purchase order, which is either an extension of or in contradiction to any of the terms and provisions of this franchise, shall have any force or effect. All orders shall be subject to acceptance by Borg-Warner.

ERMS OF FRANCHISE:

This franchise agreement is conditional upon Warehouse Distributor achieving and maintaining adequate distribution coverage on Borg-Warner automotive replacement lines carried. It is understood that this obligation shall include stocking of principal items (or all items except slow-moving and infrequently called-for items), maintaining a clean, up-to-date stock and attractive displays of Borg-Warner products, adequate warehouse facilities and an adequate and well-trained sales staff actively and aggressively promoting the Borg-Warner lines. Each party to this franchise has the privilege of cancelling it with or without cause upon 30 days' written notice to the other party but such termination shall not affect any rights or obligations of either party accrued prior to such termination, Borg-Warner's acceptance of Warehouse Distributor orders and delivery of merchandise ordered is conditional upon non-interference of normal business practices and including but not limited to acts of God or Government, public enemy, fire, strikes, embargoes, freight difficulties, unusually severe weather, or inability to obtain raw materials because of any condition affecting a supplier's plant.

This contract constitutes the entire agreement between the parties and cancels and supersedes all previous franchises and/or agreements entered into between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

(Corporation)
(Partnership)
_____(Individual)
WAREHOUSE DISTRIBUTOR

By_____(Title)_____

AUTOMOTIVE PARTS DIVISION
Borg-Warner Corporation

Date Signed_____
(FIELD MANAGER)

Date Signed_____Approved by_____
(CENTRAL OFFICE)

AUTOMOTIVE PARTS DIVISION
BORG-WARNER CORPORATION
11045 Gage Avenue, Franklin Park, Illinois 60131

AUTOMOTIVE PARTS DIVISION—BORG-WARNER CORPORATION

WAREHOUSE DISTRIBUTOR AGREEMENT

PRODUCT SCHEDULE ATTACHMENT

BORG WARNER Transportation Equipment

PRODUCT LINES	Check Functional Discount	Initial
CARBURETOR KITS		
CLUTCHES, NEW		
CLUTCH RELEASE & PILOT BEARINGS		
DRIVE LINE PARTS & ASSEMBLIES		
FUEL PUMPS		
IGNITION		
RUBBER PRODUCTS		
STARTER DRIVES		
STANDARD TRANSMISSION GEARS		
TIMING CHAINS, GEARS & SPROCKETS		
UNIVERSAL JOINTS		
WATER PUMPS		
WIRE & CABLE		
T10 TRANSMISSIONS		
SLACK ADJUSTERS		
OIL COOLERS		
EMISSION CONTROLS		
CLUTCHES, REMANUFACTURED		
HEAVY DUTY CLUTCHES		
IMPORT CLUTCHES		
DISTRIBUTORS		
WIPER MOTORS		

WAREHOUSE DISTRIBUTOR _____

CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

BY _____ TITLE _____

REGIONAL MGR. _____ DATE _____

CENTRAL OFFICE _____ DATE _____

HEAVY DUTY/FLEET DISTRIBUTOR AGREEMENT

BORG WARNER® Transportation Equipment

E00154

AUTOMOTIVE PARTS DIVISION

Borg-Warner Corporation

HEAVY DUTY/FLEET DISTRIBUTOR AGREEMENT

(NAME OF HEAVY DUTY/FLEET DISTRIBUTOR)

STREET ADDRESS | CITY | STATE | ZIP CODE

desires to become a FRANCHISED HEAVY DUTY/FLEET DISTRIBUTOR of Borg-Warner mercha dise and to set forth the rights and obligations of the parties hereto, the Heavy Duty/Fleet Distribut and Automotive Parts Division Borg-Warner Corporation, herein called "Borg-Warner," enter in the following agreement:

FRANCHISED HEAVY DUTY/FLEET DISTRIBUTOR:

Borg-Warner will sell and the Heavy Duty/Fleet Distributor will purchase and warehouse such Bor Warner merchandise listed in the various Borg-Warner catalogs and which is mutually agreed upc and set out on the attachment hereto. The Heavy Duty/Fleet Distributor represents that it will se Borg-Warner products into the Heavy Duty/Fleet Market to those customers in the distributic system termed to be in the fleet category, not particularly for resale, but rather for direct consumptic into and for the Fleet.

(A Fleet is interpreted in this agreement to cover any company who maintains five or more vehicle one of which is in the Class 6, 7 or 8 category of hauling vehicles.)

The Heavy Duty/Fleet Distributor, recognizing that Borg-Warner must be aware of the function h performs in the marketplace in order that proper prices may be promulgated, agrees that should it principal market and function change materially from the description in the foregoing paragraph tha it will promptly notify Borg-Warner

PRICES

The Heavy Duty/Fleet Distributor's orders will be billed at net prices based on Borg-Warner distributor confidential net price lists in effect at the time of shipment less functional discount fc warehousing and distributor-to-fleet services as listed on the attached schedule. All shipments shal be made direct to Heavy Duty/Fleet Distributor's place of business. Prices are subject to chang without notice and Borg-Warner assumes no responsibility with respect to price changes or changes i: design.

TERMS:

Heavy Duty/Fleet Distributor will be extended credit terms of 2%—10th prox., and net 30 days. N printed or other matter on any Heavy Duty/Fleet Distributor's purchase order, which is either ar extension of or in contradiction to any of the terms and provisions of this agreement, shall have any force or effect. All orders shall be subject to acceptance by Borg-Warner.

TERMS OF FRANCHISE:

This franchise agreement is conditional upon the Heavy Duty/Fleet Distributor achieving and maintaining adequate distribution coverage on Borg-Warner automotive replacement lines carried. It is understood that this obligation shall include stocking of principal items or retrofit, maintaining a clean, up-to-date stock and attractive displays of Borg-Warner products, adequate warehouse facilities and an adequate and well-trained sales staff actively and aggressively promoting the Borg-Warner lines. Each party to this franchise has the privilege of cancelling it with or without cause upon 30 days' written notice to the other party but such termination shall not affect any rights or obligations of either party accrued prior to such termination, Borg-Warner's acceptance of the Heavy Duty/Fleet Distributor orders and delivery of merchandise ordered is conditional upon noninterference of normal business practices and including but not limited to acts of God or Government, public enemy, fire, strikes, embargoes, freight difficulties, unusually severe weather, or inability to obtain raw materials because of any condition affecting a supplier's plant.

This contract constitutes the entire agreement between the parties and cancels and supersedes all previous agreements entered into between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

(Corporation)
(Partnership)
(Individual)

_____

HEAVY DUTY/FLEET DISTRIBUTOR

By_____ (Title)_____

AUTOMOTIVE PARTS DIVISION
Borg-Warner Corporation

Date Signed_____

(FIELD MANAGER)

Date Signed_____ Approved by_____

(CENTRAL OFFICE)

AUTOMOTIVE PARTS DIVISION
Borg-Warner Corporation
11045 Gage Avenue, Franklin Park, Illinois 60131

AUTOMOTIVE PARTS DIVISION — BORG-WARNER CORPORATION

HEAVY DUTY/FLEET DISTRIBUTOR AGREEMENT

PRODUCT SCHEDULE ATTACHMENT

BORG WARNER Transportation Equipment

PRODUCT LINES	Check Functional Discount	Initial	
CARBURETOR KITS			
CLUTCHES, NEW			
CLUTCH RELEASE & PILOT BEARINGS			
DRIVE LINE PARTS & ASSEMBLIES			
FUEL PUMPS			
IGNITION			
RUBBER PRODUCTS			
STARTER DRIVES			
STANDARD TRANSMISSION GEARS			
TIMING CHAINS, GEARS & SPROCKETS			
UNIVERSAL JOINTS			
WATER PUMPS			
WIRE & CABLE			
POWER BRUTE PARTS			
T10 TRANSMISSIONS			
SLACK ADJUSTERS			
OIL COOLERS			
EMISSION CONTROLS			
BRAKE SHOES			
CLUTCHES, REMANUFACTURED			
HEAVY DUTY CLUTCHES			
IMPORT CLUTCHES			
DISTRIBUTORS			
WIPER MOTORS			
FAN DRIVES			
_____			
_____			
_____			
_____			
_____			

HEAVY DUTY/FLEET DISTRIBUTOR_____

CORPORATION_____ PARTNERSHIP_____ INDIVIDUAL_____

BY_____ TITLE_____

REGIONAL MGR_____ DATE_____

CENTRAL OFFICE_____ DATE_____

Exhibit D

Leased Real Properties

(1) Franklin Park Warehouse and Adjacent Vacant Property

Parcel A, B, and C (as more fully described at page 3 of the lease) located in the County of Cook, State of Illinois commonly known as 11045 Gage Avenue, Franklin Park, Illinois.

Lessor: Stephen J. Nardi, as agent for Tri-State Industrial Park

Annual Net Rent: One Hundred Forty-Six Thousand One Hundred Nine Dollars and Fifty-Three Cents ($146,109.53), payable in equal monthly installments in advance on or before the first day of each calendar month.

Terms: The lease expires on March 31, 1991. It may be extended at lessees written request for a period of 5 years, at a rental payment to be agreed upon by the parties. Lessee has the right of first refusal pursuant to paragraph three of Lease. Supplement No. 1 executed by the parties on January 5, 1971.

(2) Elkridge, Maryland Distribution Center

That portion of the building located on Parcels E and F of Block D, Route One Hundred Business Park, Howard County, Maryland, as detailed in the plat attached to the lease as Exhibit A.

Lessor: Elkridge Development Company, Inc.

Monthly Installment on Annual Rent: Eleven Thousand One Hundred and Sixty-One Dollars and Sixty Seven Cents ($11,161.67).

Terms: The lease expires August 31, 1987. The tenant has the right to renew the lease for an additional five (5) year term running to August 31, 1992 at an annual rent of $148,420.00, payable in equal monthly installments or Twelve Thousand Three Hundred Sixty Eight Dollars and Thirty Four Cents ($12,368.34). The tenant has the further right to renew the lease for an additional 5 year term to run till August 31, 1997 at an annual rent of ($162,900.00), payable in equal monthly installments of Thirteen Thousand Five Hundred Seventy Five Dollars ($13,575.00).

(3) Jackson, Tennessee Distribution Center

The premises, together with the building and improvements erected thereon, located in the Seventh Ward of the City of Jackson, Madison County, Tennessee, being more particularly described at page one of the Lease Agreement.

Lessor: National Development Company, a joint venture composed of Dave W. Baggett, Jr., James E. Cambell, F. W. Hamilton, Roy Johnson, S. M. Lawrence, Jr., and William S. Lawrence.

Monthly Rent: Four Thousand Five Hundred Dollars ($4,500.00), payable on the first day of each month.

Terms: The lease expires September 30, 1990. The lessee has the right to extend the lease for a period of five (5) years at terms stated in the lease. If the lessee exercises said option, the lessee shall then be granted the additional right to extend to lease for another successive five (5) year period at terms stated in the lease.

(4) Marietta, Georgia Distribution Center

The parcel of property located at Land Lots 947 and 998 of the 16th District, 2nd Section, Cobb County, Georgia, being Lots 3-D and 2-D (designated "Lot 2-D"), as shown on "General Plan, Cobb-Marietta Industrial Parks," attached as Exhibits A and B of the lease.

Lessor: The Georgia Marietta Company, Inc.

Monthly Rent: Five Thousand One Hundred Eighty Five Dollars ($5,185.00), payable on the first day of each month.

Terms: The lease expires on July 31, 1989. The tenant has two successive options to renew the lease for an additional five (5) year period at terms stated in the lease.

(5) Milwaukie, Oregon Distribution Center:

43,200 square feet of space located at 5505 International Way, Milwaukie, Oregon, County of Clackamus.

Lessor: Lincoln Property Company N.C., Inc.

Monthly Rent: Five Thousand One Hundred and Eighty Four Dollars ($5,184.00), payable on the first day of each month.

Terms: The lease expires on May 31, 1981. The tenant has the right, upon written notice 90 days prior to May 31, 1981, to renew the lease for a period of five years effective June 1, 1981 at the prevailing market rate. Tenant has the right of first refusal to lease the adjacent 21,600 square feet within 30 days after notification by the landlord of a bona fide offer by a third party.

(6) Pico Rivera, California Distribution Center

Premises located at the 4700 Block on Gregg Road, County of Los Angeles, State of California, more particularly described in Exhibit A of the lease.

Lessor: ABCO Investment Co.

Monthly Rent: Three Thousand Seven Hundred Forty Dollars ($3,740.00), payable on the first day of each month.

Terms: The lease expires on April 30, 1986. The tenant has the option to extend the lease for an additional five (5) year period, provided the tenant gives the lessor (six) 6 months written notice of its election to exercise the option. The terms of such extension are set forth at Article 34 of the lease.

(7) Mesquite, Texas Distribution Center

Located in Skyline Industrial Village, City of Mesquite, County of Dallas, State of Texas, and described in Exhibit A of the lease.

Lessor: McFadden and Miller Construction Company

Monthly Rental: Three Thousand Three Hundred Five Dollars ($3,305.00), payable on the first day of the month.

Terms: The lease expires on January 31, 1987.

(8) Virginia Beach, Virginia Warehouse:

51,000 square feet, industrial building located at Diamond Springs Road, Virginia Beach, Virginia.

Lessor: C.P.I. Associates VII

Monthly Rent: Eight Thousand Seventy Five Dollars ($8,075.00).

Terms: The lease expires on March 31, 1985.

(9) Office Space, Philadelphia, PA

Units 964-66, Public Ledger Building, City of Philadelphia, PA.

Lessor: Massachusettes Mutual Life Insurance Company doing business as the Public Ledger Building.

Monthly Payment: Five Hundred Eighty-One Dollars ($581.00).

Terms: The lease expires on August 31, 1981.

(10) Washington, Missouri Manufacturing Plant

Part of Sections 8, 9, and 16, Township 44 North, Range 1 West of the 5th P.M., in Franklin County, Missouri, more fully described in the lease agreement.

Lessor: City of Washington

Yearly Payment: Such amounts as Lessor shall require in order to pay the principal amount of the bonds issued by Lessor as they become due, those amounts being more specifically set forth in the Schedule of Principal and Interest Required.

Terms: The original term of the lease and the options to renew the rights thereunder, may continue for a period not to exceed 79 years. The Lessee has the option to purchase the property at any time during the term of the agreement pursuant to the relevant provisions contained therein.

Other Leased Properties

The following lease commitments require aggregate monthly payments that exceed $10,000 per year or commit the Automotive Aftermarket Operations to perform thereunder for a period of time in excess of one year.*

Lessor	Description and Location of Leased Property	Term of Lease	Monthly Payment
(1) Automotive Parts Division International			
Xerox	Xerox 2600 Copier Virginia Beach facility	2 years	$ 127.50
Montgomery Leasing Company	Sharp-811 Copier Philadelphia facility	3 years	320.00
Honeywell	Security/Burglary and Sprinkler System Virginia Beach facility	2 years	86.50
(2) Automotive Parts Division			
NSCC Leasing Peotone Bank & Trust Peotone, Illinois	MIS Computer	5 years	11,050.00
B-W Leasing Schaumburg, Illinois	Xerox Copier	5 years	860.00
Leasemark Corp. Schaumburg, Illinois	Rolm Telephone System	7 years	1,815.00
BWAC	Tapes (3)	7 years	1,353.00
BWAC	Disk Controller (1)	7 years	2,256.00
BWAC	Disks (3)	7 years	↓
BWAC	CPU	7 years	13,116.00 (estimated)
BWAC	Printer	7 years	554.00
BWAC	Air Conditioner	7 years	709.00
Memorex	1270 Comm. Control	2 years	1,035.00
Memorex	1377 Terminal	5 years	60.00

*Does not include lease payments for employee automobiles described in Exhibit G(d) hereof.

Lessor	Description and Location of Leased Property	Term of Lease	Monthly Payment
(3) Ballwin/Washington Division			
BWAC	Two Xerox 7000 copiers located at Ballwin and Washington facilities	5 years	$ 1,123.35
BWAC	IBM 370/125 Computer located at Ballwin facility	5 years	2,531.80
IBM	IBM Computer 4331 located at Ballwin facility	2 years	2,697.00
BWAC	Executone Phone System located at the Washington facility	5 years	665.15
Ryder Truck Rental	International Harvester Tractor located at the Ballwin facility	5 years	337.31 per week plus $.08 per mile
BWAC	Wang System located at Ballwin facility	3 years	3,611.97
(4) Ottawa Division			
BWAC	Xerox 3100 Copier	5 years	216.59
Bell-Mill Distributors	Core Storage Warehouse facility located at Commercial Street, Marseilles, Illinois	3 years	550.00
(5) Automotive Parts Division (Canada)			
Xerox	Xerox 2600 copier located at the Mississauga facility	2 years	47.25
Hyster Credit Limited	Fork-lift truck located at the Mississauga facility	5 years	720.58

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale made and delivered July 14, 1981, effective as of February 28, 1981 is furnished pursuant to the terms and provisions of the Agreement for Sale of Assets made as of February 28, 1981 (the "Agreement") between Borg-Warner Corporation and The Echlin Manufacturing Company relating to the sale of the business, assets and properties of Borg-Warner Corporation's Ottawa Division, Automotive Parts Division, Automotive Parts Division International, Ballwin/Washington Division and APD Automotive Inc. (hereinafter the "Automotive Aftermarket Operations") as set forth below:

BORG-WARNER CORPORATION, a Delaware corporation, for good and valuable consideration to it in hand paid, receipt of which is hereby acknowledged, by these presents does hereby sell, assign, transfer and convey unto THE ECHLIN MANUFACTURING COMPANY, its successors and assigns, the assets and business as a going concern of its Automotive Aftermarket Operations of every kind and character whether real or personal, intangible (where attributable to and used exclusively by or in connection with the Automotive Aftermarket Operations) or tangible, known or unknown, and wherever situated, including without limitation, all lands, factories, plants, buildings, (together with appurtenances, licenses and permits) machinery and equipment, molds,

tools, automobiles and trucks, furniture and fixtures, inventories, supplies, cash, bank accounts, accounts and notes receivable, contracts, leases, unfilled orders, securities, claims and all other choses in action, prepaid expenses, patents and patent applications, inventions, discoveries and improvements, patent, trademark and trade name licenses and shop rights, processes and formulae, trade secrets, proprietary and technical information, know-how, trademarks, trade names, and any applications for any thereof, copyrights, labels and other trade rights, and any and all right to or application for any of the foregoing. Such assets include, without limitation, those reflected in the Automotive Aftermarket Operations Balance Sheet, dated December 31, 1980, with only such changes therein and as have occurred in the ordinary course of business between December 31, 1980 and February 28, 1981, or otherwise may have been consented to or approved by The Echlin Manufacturing Company in writing.

The Automotive Aftermarket Operations business, assets and personal properties sold, assigned, transferred and conveyed hereunder include, but are not limited to, the following:

(a) All equipment leases and leases of other personal property made by and on behalf of OTTAWA DIVISION, AUTOMOTIVE PARTS DIVISION, AUTOMOTIVE PARTS DIVISION INTERNATIONAL, BALLWIN/WASHINGTON DIVISION and APD AUTOMOTIVE INC.;

(b) All machinery and equipment and furniture and fixtures;

(c) All inventories whether finished, in-process, raw materials or supplies;

(d) All cash, separate bank accounts, and certificates of deposit;

(e) All contracts and purchase orders for the purchase of materials or services including, but not limited to, those contracts and purchase orders listed in Exhibit G, paragraph (a) to the Agreement, a copy of which is attached hereto and by this reference incorporated herein;

(f) All manufacturer's agents and sale representative's contracts;

(g) All sales orders, commitments and outstanding quotations or offers to sell products including, but not limited to, those sales orders and commitments listed in Exhibit G, paragraph (b) to the Agreement, a copy of which is attached hereto and by this reference incorporated herein.

(h) All ledgers, books, records, files, customer lists, trade secrets (to the full extent that such trade secrets may be transferrable) and other documents; and

(i) All other personal properties and assets, of whatsoever kind or nature, intangible (where

all documents

attributable to and used exclusively by or in connection with the Automotive Aftermarket Operations) or tangible, wherever located, owned by BORG-WARNER CORPORATION for or on behalf of OTTAWA DIVISION, AUTOMOTIVE PARTS DIVISION, AUTOMOTIVE PARTS DIVISION INTERNATIONAL, BALLWIN/ WASHINGTON DIVISION or APD AUTOMOTIVE INC. in its name or in the name of any of those operations, whether or not carried or shown in the books and records of OTTAWA DIVISION, AUTOMOTIVE PARTS DIVISION, AUTOMOTIVE PARTS DIVISION INTERNATIONAL, BALLWIN/WASHINGTON DIVISION or APD AUTOMOTIVE INC. on the date hereof.

With respect to the assets and personal properties covered by this Assignment and Bill of Sale, BORG-WARNER CORPORATION does hereby warrant, represent, covenant and agree to and with THE ECHLIN MANUFACTURING COMPANY that:

(a) BORG-WARNER CORPORATION has good and marketable title to the business, assets and properties which are hereby sold, assigned, transferred, conveyed and delivered on a going concern basis, and THE ECHLIN MANUFACTURING COMPANY will receive hereby good and marketable title thereto;

(b) BORG-WARNER CORPORATION shall defend title to said business, assets and personal properties on a

going concern basis against each and every person or persons whomever claiming or to claim against any or all of the same; and

(c) BORG-WARNER CORPORATION shall take all steps necessary to put THE EHCLIN MANUFACTURING COMPANY in actual possession and operating control of said business, assets and personal properties on a going concern basis.

IN WITNESS WHEREOF, BORG-WARNER CORPORATION as caused this Assignment and Bill of Sale to be duly executed by its corporate officers and its corporate seal affixed hereto effective as of the 28th day of February, 1981.

BORG-WARNER CORPORATION

By: Russell Parsons

Its: SENIOR VICE PRESIDENT

ATTEST:

By: J E Terrill

Its: ASSISTANT SECRETARY

Exhibit G

The Automotive Aftermarket Operations have unfilled purchase orders in excess of $50,000, as shown below:

Purchase Order	Vendor	Amount Open*
(1) Automotive Parts Division International		
LM434	Borg & Beck Division 6700 18 1/2 Mile Road Sterling Heights, MI 48078	$127,000
LM447	"	80,243
EA438	Eaton Corporation Engine Components Division 463 North 20th Street Battle Creek, MI 49016	91,500
SC431	Stanadyne/Chicago Division 2701 Washington Boulevard Bellwood, IL 60104	89,700
SC435	"	120,066
TO-8053	Warner Gear Division P.O. Box 2688 Muncie, IN 47302	77,000
T1-2112	"	60,800
T1-2113	"	60,800
T1-2210	Borg & Beck Division 6558 South Menard Avenue Chicago, IL 60638	85,500
T1-2245	"	229,200
T1-2096	Safeguard Engine Parts, Inc. 800 Space Park South Drive Nashville, TENN 37211	57,500

*Amount Open as of 4/1/81