

SUPPLY AGREEMENT

This Agreement entered into this 14th day of Sept., 1981, by and between Borg-Warner Corporation (herein "Borg-Warner") and The Echlin Manufacturing Company (herein "Echlin").

W I T N E S S E T H:

WHEREAS, Borg-Warner and Echlin have entered into an Agreement for Sale of Assets under which Borg-Warner is selling its Automotive Parts Division (APD), Automotive Parts Division International - (APDI), Automotive Parts Division Borg-Warner (Canada) Limited (APD-Canada), Ottawa Division (Ottawa), and Ballwin/Washington Division (BWD) (hereinafter collectively referred to as the "Automotive Aftermarket Operations"); and

WHEREAS, the Automotive Aftermarket Operations have marketed automotive products manufactured by divisions of Borg-Warner other than BWD and Ottawa, which include, but are not limited to, Borg & Beck, Byron Jackson Pump, Long Manufacturing, Marvel-Schebler/Tillotson, Morse Chain, New Bedford Gear, Rockford, Spring/Brummer, Warner Gear and York Divisions of Borg-Warner (herein "the Borg-Warner supplying divisions"); and

WHEREAS, the parties desire that Borg-Warner continue to supply the Automotive Aftermarket Operations with

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Automotive products manufactured by the Borg-Warner supplying divisions including, but not limited to, those products heretofore supplied to the Automotive Aftermarket Operations by the Borg-Warner supplying divisions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein made, the parties do mutually agree as follows:

1. Sale of Automotive Products

For the term of this Agreement, Borg-Warner will offer to sell to Echlin automotive products manufactured by Borg-Warner's supplying divisions on such prices, terms and conditions of sale as may be in effect at the time of such offer. In no event will the prices, terms and conditions offered to Echlin be less favorable than those offered to purchasers of such products of like grade and quality who are competitors of Echlin, which will include pricing at the same level as the price at which products are being sold to original equipment vehicle manufacturers for service parts distribution where, at the time of the sale of products to Echlin, it may be in competition with the original equipment vehicle manufacturers purchases for service parts distribution. This Agreement shall not be construed to prohibit Borg-Warner from granting price differentials between customers where such differentials make only due allowance

or differences in the cost of manufacture, sale or delivery resulting from the differing methods or quantities in which such commodities are sold or delivered to the customer. Where such price differential is granted, Borg-Warner upon request, will furnish to Echlin the information evidencing that justification.

Borg-Warner agrees to be a reliable supplier and provide good delivery and service consistent with the delivery and service given any of its other customers.

2. Primary Aftermarket Distribution - Requirements

Borg-Warner hereby agrees that the Automotive Aftermarket Operations shall continue as the primary aftermarket distributor including automotive aftermarket export for automotive products manufactured by the Borg-Warner supplying divisions and Borg-Warner agrees not to appoint additional aftermarket distribution for any automotive products manufactured by Borg-Warner supplying division other than the sale of automotive products to (i) original equipment vehicle manufacturers; and (ii) the class of customers presently served by each such Borg-Warner supplying division.

Echlin agrees to purchase the Automotive Aftermarket Operations requirements for automotive products manufactured by the Borg-Warner supplying divisions (except for any automotive product manufactured by Automotive Aftermarket Operations or Echlin on the closing date or products subsequently added by Echlin where at the time such addition is

ade those products are not manufactured by Borg-Warner) at the prices and on the terms and conditions as provided in Section 1 of this Supply Agreement provided, however, that Echlin may purchase automotive products from other manufacturers to the extent that the Borg-Warner supplying divisions are unable to meet the delivery requirements of the Automotive Aftermarket Operations customers or if the Borg-Warner supplying divisions elect not to meet the lower prices offered by other manufacturers for automotive products of like grade and quality.

3. Additions and Deletions of Automotive Products by Borg-Warner

Borg-Warner may, from time to time in the ordinary course of business, add or delete from its manufacturing program certain automotive products or automotive product lines. Borg-Warner shall not be obligated to supply products or product lines it discontinues from its manufacturing program but shall give Echlin adequate notice of discontinuance to enable Echlin to plan for its final procurement from Borg-Warner and make alternate supply arrangements. Upon such discontinuance Borg-Warner will offer to Echlin, at a price to be negotiated by the parties, the machinery, equipment, tooling, engineering drawings, process sheets and marketing data used solely for the manufacture of the discontinued automotive products or product lines, but only insofar as such machinery, equipment, tooling, engineering drawings, process sheets and

marketing data are owned by Borg-Warner and Borg-Warner has the right to convey such items. Nothing in this paragraph shall require Borg-Warner to offer machinery, equipment, tooling and engineering drawings to Echlin in any case where Borg-Warner is divesting of an entire division or subsidiary.

4. Term

The term of this Agreement shall be for fifteen (15) years and shall continue in force until terminated by either party giving five years prior written notice of termination. Such notice may be given by either party at any time after the end of the tenth year of the initial 15 year term, to be effective five (5) years after it has been given.

5. Entire Agreement

This Agreement represents the complete Agreement between the parties with respect to the subject matter of this Agreement and it cannot be altered or amended unless made in writing and signed by the party to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BORG-WARNER CORPORATION

By Ronald E. Manschik
Title VICE PRESIDENT

THE ECHLIN MANUFACTURING COMPANY

By Frank V. Lane
Title PRESIDENT

EXHIBIT E

OTTAWA, ILLINOIS

The subject property currently serves as an aftermarket components plant for Borg-Warner Corporation. The property consists of a one story, brick and metal clad manufacturing building. The original portion of the building consists of 87,168 square feet and was constructed in 1966. An additional 27,500 square feet was added in 1968, and the final phase of 9,600 square feet was added in 1978. Total square footage is thus 124,268 (Note: According to information from the property record card the subject property contains 119,908 square feet. Borg-Warner's records do show the aforementioned total of 124,268 square feet).

The building is fully sprinklered and heated with the office area containing central air conditioning. The walls and the roof are insulated and municipal water and sewer and fire protection are all provided by the City of Ottawa. Ceiling height is 21' throughout. Approximately 115,000 square feet of the facility is in manufacturing use with the remainder used as office space. The condition of the building can generally be described as good.

BALLWIN, MISSOURI

The Ballwin Plant consists of two buildings, two floors each of brick concrete block and steel construction. The total square feet is 100,500 of which 78,500 is devoted to manufacturing and warehousing and 22,000 is devoted to administration. The age of the buildings is 18 years with a 30,000 square foot warehouse addition being 5 years old. The buildings are sitting on 25 acres of land, 16 of which are undeveloped and unused. Of the 9 acres in use, two are devoted to parking.

Exhibit F

The patents, patent applications, material unpatented inventions, trademarks, trademark applications, trade names and federally registered copyrights and all licenses in connection with the foregoing, attributable to or used exclusively by the Automotive Aftermarket Operations are as follows:

(1) Trademarks, Registrations and Applications*

<u>Trademark</u>	<u>Country</u>	<u>Number</u>	<u>Expiration Date</u>
AUTO-MECH	Benelux	98,411	12/22/90
AUTO-MECH	Canada	152,940	9/8/82
AUTO-MECH	China (People's Rep.)	---	(Appln.)
AUTO-MECH	U.S.A.	831,769	7/11/87
CAPSUL-PAC	Benelux	96,900	12/22/90
CAPSUL-PAC & Design	Canada	143,887	2/11/81
CAPSUL-PAC & Design	U.S.A.	770,548	5/26/84
CAPSUL-PAC & Design	U.S.A.	784,390	2/2/85
DITTMER & Design	U.S.A.	584,526	1/12/94
DITTMER & Design	U.S.A.	829,428	5/30/87
TRU-POWER & Design	Benelux	328,627	9/17/84
TRU-POWER & Design	Canada	205,518	2/28/90
TRU-POWER & Design	China (People's Rep.)	---	(Appln.)
TRU-POWER & Design	Colombia	85,690	9/30/85
TRU-POWER & Design	Ecuador	251	10/21/94
TRU-POWER & Design	Puerto Rico	18,962	8/19/84
TRU-POWER & Design	Venezuela	85,057	6/22/91
TRU-POWER & Design	U.S.A.	598,452	11/23/94

State Registration

<u>Trademark</u>	<u>State</u>	<u>Reg. No.</u>	<u>Expiration Date</u>
TRU-POWER & Design	Missouri	3311	12/30/86

*Status: 4/28/81

Copyrights, United States Registrations and Applications*

<u>Title</u>	<u>Reg. No. (or Appln.)</u>	<u>Reg. Date</u>
TECLIT CO. BULLETIN No. 2	A 731585	11/18/64
IMPORT IDLE/SHUT-OFF SOLENOIDS (EMISSION CONTROLS)	TX 594-756	11/18/80
REBUILDER CARBURETOR CATALOG - FOREIGN CAR APPLICATION	TX 594-757	11/18/80
INSTALLATION INSTRUCTIONS - IDLE/SHUT-OFF SOLENOID	TX 634-639	11/17/81
INSTRUCTION SHEETS FOR MOTOR CAR CARBURETORS 1981	Pending	Filed 2/20/81
INSTRUCTION SHEETS FOR VARIOUS CARBURETOR MODELS - 1981	Pending	Filed 3/10/81

(5) Patents

<u>Title</u>	<u>Country</u>	<u>Number</u>	<u>Expiration Date</u>
Tachometer System w/Cylinder Switch Coupled T D Range Switch	U.S.A.	3391338	7/2/85

*Status: 4/28/81

Exhibit G

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

<u>Purchase Order</u>	<u>Vendor</u>	<u>Amount Open*</u>
() <u>Automotive Parts Division International</u>		
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
T0-8053	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

Purchase OrderVendorAmount Open*Automotive Parts Division International (cont'd.)

T1-2131	Rockford Division (Mechanics items) 1200 Windsor Road Rockford, IL 61101	\$ 93,310
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T1-2237	Ballwin/Washington Division P.O. Box 230 Ballwin, MO 63011	56,000
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T1-2239	"	66,000
	"	55,850

T1-2263	Krizman, Inc. 1141 East 12th Street Mishawaka, IN 46544	51,500
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T1-2285	"	134,000
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T1-2319	"	61,000
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(2) Automotive Parts Division

55165	American Rubber Products 692 Alpha Drive Cleveland, Ohio 44143	68,386
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54960	Anchor Industries 1725 London Road Cleveland, Ohio 44112	51,532
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55164	"	154,061
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55287	"	91,415
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55353	"	83,758
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55166	Cleveland Motive Products 30505 Clemens Road Westlake, Ohio 44145	51,267
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*Amount Open as of 4/1/81

<u>Purchase Order</u>	<u>Vendor</u>	<u>Amount Open*</u>
<u>Automotive Parts Division (cont'd.)</u>		
54768	New Bedford Gear Brailey Road Ind. Park New Bedford, Mass. 02746	\$177,972
54870	"	58,888
55033	"	263,640
55225	"	260,472
55307	"	232,663
55224	Timing Gear Corporation 2425 American Lane Elk Grove Village, IL 60007	50,997
55319	European Parts Exchange Irvine Ind. Park Irvine, CA 92713	93,672
55346	"	53,417
54881	"	84,481
55220	"	259,729
55237	"	139,771
54810	PACCO Products 235 N. Sherman Corona, CA 91720	70,489
55125	"	54,405
55040	Carter Carburetor 9666 Olive Street St. Louis, MO 63132	144,720
55233	"	56,076
55315	"	106,366

*Amount Open as of 4/1/81

<u>Purchase Order</u>	<u>Vendor</u>	<u>Amount Open*</u>
<u>Automotive Parts Division (cont'd.)</u>		
54874	Alloy Automotive 3205 S. Shields Chicago, IL 60616	\$ 52,065
55037	"	59,613
55230	"	97,309
55141	Automotive Controls (Echlin) Echlin Road & U.S. 1 Branford, Conn. 06405	146,422
55056	"	176,139
54828	"	57,582
55118	"	91,897
55180	"	55,117
55077	"	84,417
55119	Automotive Controls . 13 W. Oak Street Independence, KA 67301	278,073
55188	"	50,439
55146	"	92,496
60000	Borg & Beck Division 6558 South Menard Avenue Chicago, IL 60638	1,011,152
60022	"	239,144
50000	Borg & Beck Division 6700 18 1/2 Mile Road Sterling Heights, MI 48078	498,735

*Amount Open as of 4/1/81

Purchase OrderVendorAmount Open*Automotive Parts Division (cont'd.)

55205	B.L.D. Products 534 E. 48th Street Holland, MI 49423	\$115,243
55093	Essex International 5200 Auto Club Drive Dearborn, MI 48126	88,089
55103	"	80,994
55148	"	82,782
55019	F & E Mfg. 32031 Townley Road Madison Heights, MI 48817	50,077
55189	"	280,149
55303	"	72,009
54777	Federal Mogul P.O. Box 1966 Detroit, MI 48235	54,268
54879	"	91,503
55042	"	139,422
55159	"	171,052
55317	"	72,779
00001	Ottawa Division P.O. Box 788 Ottawa, IL 61350	289,567
00002	"	417,858
00003	"	799,492
00004	"	1,049,414
00005	"	1,592,767
00006	"	1,433,403
00007	"	1,357,768

*Amount Open as of 4/1/81

Purchase OrderVendorAmount Open*Automotive Parts Division (cont'd.)

54774	Ballwin/Washington Division P.O. Box 230 Ballwin, MO 63011	\$302,714
54876	"	386,499
55039	"	820,152
55232	"	616,993
55314	"	219,115
70000	Mechanics Division 1200 Windsor Road Rockford, IL 61101	56,382
"	"	87,841
"	"	103,290
"	"	53,027
54871	Morse Chain Division South Aurora Street Ithaca, New York 14850	119,894
55034	"	262,349
55226	"	99,746
55308	"	173,457
54771	Zeller Corporation P.O. Box 278 Defiance, Ohio 43512	74,375
54873	"	112,489
55036	"	111,003
55229	"	175,660
55311	"	64,458

*Amount Open as of 4/1/81

<u>Purchase Order</u>	<u>Vendor</u>	<u>Amount Open*</u>
(3) <u>Ottawa Division</u>		
1500	Rockford Division 1200 Windsor Road Rockford, IL 61101	\$304,458
5500	Borg & Beck Division 6558 South Menard Avenue Chicago, IL 60638	224,966
4400	Borg & Beck Division 6700 18 1/2 Mile Road Sterling Heights, MI 48078	173,315
5152	Spring Division 700 South 25th Avenue Bellwood, IL 60104	78,600
1567	Aisin USA Torence, CA	108,136
1566	H.K. Porter Hunnington, IN	98,171
5210	Raybestos Manhattan Manheim, PA	271,851
50601		
(4) <u>Ballwin/Washington Division</u> -		
None		
(5) <u>Automotive Parts Division, Borg-Warner (Canada) Limited</u>		
80247	Zeller Corporation P.O. Box 278 Defiance, Ohio 43512	87,000 (to be shipped in three monthly installments)

*Amount Open as of 4/1/81

- (b) The Automotive Aftermarket Operations have unfilled customer orders in excess of \$50,000, as follows:

<u>Order No.</u>	<u>Customer</u>	<u>Amount Open*</u>
(1) <u>Automotive Parts Division International</u>		
T9-6547	Ets. Boon Chaussee de Haecht 1634 1130 Brussels, Belgium	\$ 96,100
T0-7498	Ets. Boon Chaussee de Haecht 1634 1130 Brussels, Belgium	156,000
T0-8004	Repuestos El Paraiso C.A. Apartado No. 75335 Caracas 1070-A, Venezuela	100,000
T0-8329	Teriak Eid 7, El Matbaa El Amiria Boulack, Cairo, Egypt	111,300
T1-2025	Sager Sulaiman-Alghanaman P.O. Box 295 Kuwait	76,000
T1-2058	Landa Motor Avenida Paez, Edif. MI, Rancho 11 Local 3, Puente Hierro Caracas 1010, Venezuela	84,700
T1-2060	Repuestos Boleita Avenida Francisco DeMiranda Boleita, Estado Miranda Venezuela	208,000
T1-2066	IBEA P.O. Box 6970 Guayaquil, Ecuador	60,000
T1-2076	Samuel Wolfensen Jr. Garcia Naranjo #250-252 Lima 13, Peru	53,000

*Amount Open as of 4/1/81

Order No.CustomerAmount Open*Automotive Parts Division International (cont'd.)

T1-2082	Sadaga & Siraj Kaki P.O. Box 1 Mecca, Saudi Arabia	\$ 92,400
T1-2089	Motores Valencia C.A. Calle Michelena #110-60 Edif. Negro Primero Valencia Estado Carabobo Venezuela	55,000
T1-2096	I & M Ludmir S.C. Av. Iquitos No. 114 Lima 13, Peru	80,000
T1-2112	Rota Agro Apartado 179 Maracay Edo. Aragua Venezuela	76,000
T1-2113	Rota Agro Apartado 179 Maracay Edo. Aragua Venezuela	76,000
T1-2131	Transvaal Motor Industries P.O. Box 6931 Johannesburg 2000, South Africa	133,300
T1-2136	Rovandi S.A. P.O. Box 105 Guarenas, Estado Miranda Venezuela	116,800
T1-2210	B-W Automotive of Puerto Rico, Inc. G.P.O. Box BD San Juan, Puerto Rico 00936	130,000
T1-2231	Rung Chai Alai Tractor 256-258 Boripatra Road Bangkok, Thailand	51,000
T1-2237	Distribuidora Vezga Urb. La Trinidad Calle 55-B-No. 15-0-106 Maracaibo, Venezuela	72,000

*Amount Open as of 4/1/81

Order No.CustomerAmount Open*Automotive Parts Division International (cont'd.)

T1-2239	Soler Motors P.O. Box 1268 Miami, Florida	\$ 86,000
T1-2245	M. Andraos & Co. P.O. Box 447 Beirut, Lebanon	360,000
T1-2263	Rovandi S.A. P.O. Box 105 Guarenas, Estado Miranda Venezuela	69,000
T1-2266	Repuestos Calamon C. A. Calle Bolivar 58 Catia, Caracas 1030 Venezuela	72,000
T1-2285	Drimex C. A. Calle Sur Con Cine Artigas Avenida San Martin Edif. Palaez Hermanas Caracas 1020, Venezuela	700,000
T1-2319	Repuestos El Paraiso C. A. Apartado No. 75335 Caracas 1070-A, Venezuela	82,000

(2) Automotive Parts Division

27605-1	Motors, Inc.	83,829
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(3) Ottawa Division

R-26044	International Harvester	85,979
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(4) Ballwin/Washington Division

None

(5) Automotive Parts Division, Borg-Warner (Canada) Limited

None

*Amount Open as of 4/1/81

- (c) The Distributor Agreements used by the Automotive After-market Operations are attached hereto as Attachment G(c).
- (d) The Automotive Aftermarket Operations' employment and consulting agreements (except agreements, arrangements or understandings with any collective bargaining representative of employees), executive compensation plans, bonus plans, deferred compensation agreements, employee stock options or stock purchase plans and group life, health and accident insurance and other employee benefit plans, to which Borg-Warner is a party and which involve employees engaged in the conduct of the Automotive Aftermarket Operations are as follows:

CONSULTING AGREEMENTS

E. C. Niemier and Ballwin/Washington (Expires 2-28-82)
N. V. Riechers and Automotive Parts Division (Expires 6-30-81)
K. Mitchell and Automotive Parts Division (Expires 2-28-82)

EXECUTIVE COMPENSATION PLANS

Management Incentive Program for officers, executives and other key employees. (For 1980 Performance, seven Aftermarket employees received awards from Contingent Compensation Plan--predecessor to the M.I.P.)

Performance Bonus Plan - (61 professional, administrative and middle managers were granted awards for 1980 Performance.)

EMPLOYEE STOCK OPTIONS

1975 Borg-Warner Stock Option Plan (One eligible Aftermarket Executive).

EMPLOYEE STOCK PURCHASE

Borg-Warner Corporation Incentive Investment Plan - (All domestic salaried employees eligible to participate in this savings plan.)

Borg-Warner Corporation Employee Investment Plan - (Hourly rated employees of APD and Ottawa eligible to participate in this savings plan.)

GROUP LIFE, HEALTH & ACCIDENT INSURANCE

All Salaried Employees (including Canada)

Travel Accidental Death and Dismemberment Insurance Plan, Bankers Life and Casualty Policy No. SR82,799.

Voluntary Supplemental Accident Insurance Plan, Bankers Life and Casualty Policy No. SR80,550-R.

Automotive Parts Division - Canada

Life Insurance, London Life Policy No. GD-11090 Acct. No. 8

The following coverages are insured by the Equitable Life Assurance Society of the United States:

Automotive Parts Division - Active & Retiree

Salaried Employees Policy No. 13019 L, H, LT, DL

Wage Employees Policy No. 14019 L, H, DL, W

Automotive Parts Division - International

See Automotive Parts Division

Ballwin/Washington Division - Active & Retiree

Salaried Employees Policy No. 13074 L, H, LT, DL
District No. 9, I.A.M. & A.W. Joint Welfare Fund

Ottawa Plant - Active & Salaried Retiree

Salaried Employees Policy No. 19765

Hourly Employees Policy No. 12365

OTHER EMPLOYEE BENEFIT PLANS

Borg-Warner Retirement Income Plan, Plan B (Salaried Employees)

Automotive Parts Division of Borg-Warner Corporation, Warehouse Employees' Pension Plan (Hourly Employees)

OTHER EMPLOYEE BENEFIT PLANS (Cont'd.)

Ottawa Division of Borg-Warner Corporation, Hourly Employees' Pension Plan

District No. 9, I.A.M. & A.W. Pension Plan (Ballwin/Washington Hourly Employees)

Borg-Warner (Canada) Ltd. Retirement Income Plan

Borg-Warner (Canada) Ltd. Registered Retirement Savings Plan

Various plans for paid vacations, holidays, short-term illness, bereavement, jury duty, and military leave, plus premium payment for overtime hours, etc. - all as described in labor agreements, employee handbooks and policy statements of the separate locations.

Automobiles are provided for field sales and certain key managers. 124 automobiles are leased, and a monthly allowance against vehicle cost extended for three autos.

- (e) The names of each Bank in which Borg-Warner has an account or safe deposit box in which any assets of the Automotive Aftermarket Operations are deposited and the names of all persons authorized to draw thereon or have access to are as follows:

1. AUTOMOTIVE PARTS DIVISION

Bank of America - #07848-00121 - Imprest Account

R. R. Mossman
R. S. Reina
J. H. Coughlin
W. M. Valiant
F. C. Kautz

American National - #'s 137782 & 31925 - Payroll

J. H. Coughlin
R. S. Reina
W. M. Valiant
F. C. Kautz
L. R. Merz

Northlake - #70-960-00 - Payroll

L. R. Merz
J. H. Coughlin
R. S. Reina

U.S. National Oregon - #010-0106-392 - Payroll

J. P. Corcoran
G. C. Frediani
F. C. Kautz
J. E. Strother

United Virginia #08-00-473 - Disbursement

W. M. Valiant
F. C. Kautz
O. B. Cox
R. S. Reina
F. W. Steiner
F. A. Ramanieszak
J. H. Coughlin
W. E. Kotzum
J. C. Miritello

2. AUTOMOTIVE PARTS DIVISION INTERNATIONAL

Phil. Nat'l - #144-1094 - Documentary Collections

W. M. Valiant
F. C. Kautz
J. P. Corcoran
M. F. Ogan
M. L. Cesario-DeNicolo

U.S. National Oregon #25-0207-545 - Disbursement

E. Rodriguez
R. W. Orbaugh
M. L. Cesario-DeNicolo
R. S. Reina
J. C. Miritello
W. M. Valiant
F. C. Kautz
J. P. Corcoran

3. AUTOMOTIVE PARTS DIVISION - CANADA

CIBC - #17-33419 - General

F. C. Kautz	R. J. Kemp
W. M. Valiant	O. B. Cox
W. H. Ward	R. Dallen
K. N. Nicholls	H. Glastra
R. Lock	

Mellon #155-7222 Sub 80 - U.S. Dollar Disbursement

K. Nicholls	F. C. Kautz
R. Lock	O. B. Cox
W. Ward	R. Dallen
W. M. Valiant	H. Glastra

4. BALLWIN/WASHINGTON DIVISION

Boatmen's #01-00017973 - Cafeteria Fund

W. M. Valiant	J. A. Pinkston
D. W. McCurry	J. P. Corcoran
P. C. Luke	B.C.M. Bastianen
L. J. Hellmann	

Colonial - #0-3147-2 - Payroll

W. M. Valiant
F. C. Kautz
D. W. McCurry
P. C. Luke
O. B. Cox

United Virginia - #08-00-481 - Disbursement

D. W. McCurry	J. P. Corcoran
P. C. Luke	J. A. Pinkston
W. M. Valiant	G. E. Stephen
F. C. Kautz	L. R. Hall
D. L. Proffitt	B.C.M. Bastianen

5. OTTAWA DIVISION

Continental #74-09648 - Disbursements

D. Stadt
W. M. Valiant
F. C. Kautz
J. P. Casey

Illinois Trust & Savings - #003-336-09 - Payroll

J. P. Casey
D. Stadt
J. Dettore
W. M. Valiant
F. C. Kautz
O. B. Cox

First National Ottawa - #10-641-8 - Payroll

D. Stadt
W. M. Valiant
F. C. Kautz
P. N. Lalla
A. E. Owen

6. BORG-WARNER CORPORATION LOCKBOX COLLECTIONS

Zero Balance Accounts located at the following banks:

APD - Harris Bank - Chicago

APDI - Hartford National - Hartford

Ballwin/Washington - Mercantile - St. Louis

(f) None