As indicated above, certain of the services provided to you will be paid for in whole or in part by suppliers of products to your distribution centers and NAPA may receive certain other income. NAPA's receipts from suppliers and other income are in your behalf and in behalf of all other members of NAPA.

If the foregoing arrangements are satisfactory to you, please sign at the place indicated below and return one signed copy to NAPA, whereupon this agreement shall come into force and continue from year to year, unless modified in writing or terminated by ninety (90) days prior written notice given by either party.

Very truly yours,

NATIONAL AUTOMOTIVE PARTS ASSOCIATION

By: _____
Robert E. McKenna
President

The foregoing is agreed to as of the first day of January, 1986.

_____

By: _____