

**ACKNOWLEDGMENT AND CONSENT TO OBTAIN, VERIFY AND SHARE  
INFORMATION AND OTHER AGREEMENTS**

The undersigned have and may from time to time provide information to Genuine Parts Company (together with its parents, subsidiaries and affiliates and their respective directors, officers, employees, agents, and representatives, collectively "GPC") and/or Bank of America, N. A. (together with its parents, subsidiaries and affiliates and their respective directors, officers, employees, agents, and representatives, collectively "Bank of America") in connection with potential application(s) or request(s) for one or more commercial loans from Bank of America pursuant to one or more loan programs established by Bank of America at the request of GPC. In connection therewith, each of the undersigned hereby acknowledge and agree as follows:

1. Any application or request of any of the undersigned for credit is not considered submitted until Bank of America acknowledges receipt thereof.
2. Bank of America has made no commitment to lend or otherwise extend credit to any of the undersigned. Any such commitment is subject to satisfactory completion of due diligence, necessary credit approval, documentation requirements and such other terms and conditions as determined from time to time by Bank of America in its sole discretion.
4. Bank of America and GPC are authorized at any time and from time to time to verify or check with any source any statements and information given by or on behalf of any of the undersigned to Bank of America or GPC, check any of the undersigned's credit references, obtain employment history and verify employment, and obtain credit reports and information about any of the undersigned (in each case including the spouse of any of the undersigned that lives in a community property state and any related entities and affiliates), including information obtained from outside sources.
5. GPC and Bank of America may, at any time and from time to time, exchange and provide to each other and any of their respective third party service providers information (in written, oral or other tangible or intangible form, including, without limitation, through access provided to Bank of America or any of its third party service providers to the GPC TAMS system), in their possession or under their control about or relating to any of the undersigned (including the spouse of any of the undersigned that lives in a community property state and any related entities and affiliates) including account experience with Bank of America, their condition (financial or otherwise) and any credit, including information obtained from outside sources.
6. Bank of America may condition its agreement to extend credit to any of the undersigned on the prior written consent of GPC.
7. Neither Bank of America or GPC shall be liable to, and are hereby released from any claims by, the undersigned as a result of any action which either of them takes or omits to take in connection with any proposed credit.
8. That if Bank of America, in its sole discretion, extends credit to the undersigned, it may from time to time enter into agreements with GPC and other creditors of the undersigned, to among other things, establish priorities of the parties with respect to their respective right to repayment of the indebtedness owed to them and security interests and liens on property of any of the undersigned which secure such indebtedness. Bank of America, GPC and other creditors may share information about the indebtedness owed to them with each other and notify each other of the occurrence of an event of default with respect to indebtedness owed to them and may consult with each other with respect to actions (if any) to be taken in connection therewith, including, without limitation, with respect to the collection of any such indebtedness and the disposition of any collateral therefore and may condition such actions on an agreement by any other party with respect to such actions.

9. All of the agreements of the undersigned set forth herein are for the benefit of Bank of America and GPC and shall survive and shall remain in full force and effect whether or not any credit is extended to any of the undersigned and shall not be superseded, altered or replaced by any provision of any other existing or future document or agreement covering the subject matter hereof unless there is a written agreement between the undersigned, GPC and Bank of America stating that such agreements have been superseded, altered or replaced which specifically refers to this Acknowledgement and Consent.

Date: \_\_\_\_\_

BORROWER:

\_\_\_\_\_  
NAME OF BUSINESS ENTITY

By: \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

GUARANTOR(S):

\_\_\_\_\_  
Individual Signature

Print name: \_\_\_\_\_

\_\_\_\_\_  
Individual Signature

Print name: \_\_\_\_\_

\_\_\_\_\_  
Individual Signature

Print name: \_\_\_\_\_