AFFILIATE AGREEMENT  
 EXHIBIT B  
  
 THIS AFFILIATE AGREEMENT is made and effective as of  
 February \_\_\_, 1998, by and among KEYSTONE AUTOMOTIVE INDUSTRIES,  
 INC., a California corporation ("Keystone"), REPUBLIC AUTOMOTIVE  
 PARTS, INC., a Delaware corporation ("Republic"), and Xxxxxxx X.  
 Ballhaus, Xxxxx X. Xxxxxx, Xxxxxxx X. Xxxxxx, Xxxxxxxx X.  
 Xxxxxxx, Xxxxxx X. Xxxxx, Xx., Xxxxxx X. Xxxx, Xxxxx X. Xxxxxx,  
 Xxxxxxx X. Xxxxx, Xxxxx X. Xxxxxxxx, Xxxxxxx X. Xxxxxxx,  
 Xxxxxx X. Xxxxxxxxx and Xxxxxxx X. Xxxxxxx, (collectively, the  
 "Shareholders" and individually, a "Shareholder").  
  
 A. Republic and the Shareholders desire that Keystone, KAI  
 Merger, Inc., a wholly owned subsidiary of Keystone (the  
 "Subsidiary"), and Republic enter into that certain Agreement and  
 Plan of Merger (as the same may be amended or supplemented, the  
 "Merger Agreement"), pursuant to which, among other things, (i)  
 the Subsidiary will be merged with and into Republic (the  
 "Merger") and (ii) all shares of the capital stock of Republic  
 issued and outstanding immediately prior to the Merger will be  
 converted into the right to receive shares of the Common Stock of  
 Keystone.  
  
 B. Republic and the Shareholders are entering into this  
 Agreement (i) as a material inducement to Keystone to enter into,  
 and to cause the Subsidiary to enter into, the Merger Agreement  
 and (ii) to provide Keystone with a reasonable basis for its  
 belief, as it relates to Republic, that the merger transaction  
 may be accounted for as a pooling-of-interests.  
  
 C. The Shareholders are affiliates of Republic as that  
 term is defined in Rule 405 promulgated under the Securities Act  
 of 1933, as amended (the "Securities Act").  
  
 NOW, THEREFORE, in consideration of the premises and of the  
 respective representations, warranties, covenants, agreements and  
 conditions contained herein and in the Merger Agreement, and  
 intending to be legally bound hereby, the parties agree as  
 follows:  
  
 1. Representations and Warranties. Each Shareholder  
 hereby represents and warrants to Keystone as follows:  
  
 (a) The Shareholder is the holder of record, and has  
 the sole power to vote, or to direct the voting of, and to  
 dispose of, or to direct the disposition of, that number of  
 shares of the Common Stock of Republic set forth below such  
 Shareholder's name on the signature page hereof. Except for such  
 shares, and any stock options and performance shares held by the  
 Shareholder pursuant to Stock Plans (as that term is defined in  
 the Merger Agreement), the Shareholder has no right, title or  
 interest of any kind whatsoever in any shares of the capital  
 stock or other securities of Republic. Since January 31, 1996,  
 the Shareholder has not engaged in the sale, exchange, transfer,  
 redemption, reduction in any way of his risk of ownership, short  
 sale or other disposition, directly or indirectly, of any  
 interest in any shares of the capital stock or other securities  
 of Republic in contemplation of the Merger Agreement or the  
 transactions contemplated thereby.  
  
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 (b) All shares of the capital stock of Republic held  
 by the Shareholder are free and clear of all (i) liens, claims,  
 charges, encumbrances, security interests, equities, restrictions  
 on transfer or any other defects in title of any kind or  
 description whatsoever and (ii) preemptive rights, options,  
 proxies, voting trusts or other agreements, understandings or  
 arrangements regarding the voting or the disposition of such  
 shares, except for any such encumbrances or proxies arising  
 hereunder or under the Securities Act of 1933, as amended (the  
 "Securities Act").  
  
 (c) The Shareholder has the legal right, power,  
 capacity and authority to execute, deliver and perform this  
 Agreement without obtaining the approval or consent of any  
 person, and this Agreement is the legal, valid and binding  
 obligation of the Shareholder and is enforceable against the  
 Shareholder in accordance with its terms.  
  
 (d) Neither the execution and delivery of this  
 Agreement nor the consummation by the Shareholder of the  
 transactions contemplated hereby (i) will, to the knowledge of  
 the Shareholder, result in a violation of, constitute a default  
 under, conflict with or require any consent, approval or notice  
 under, any contract, trust, commitment, agreement, understanding,  
 arrangement or restriction of any kind, or any judgment, order,  
 decree, statute, law, rule or regulation, to which the  
 Shareholder is a party or by which the Shareholder is bound or  
 (ii) will, to the knowledge of the Shareholder, result in the  
 creation or imposition of any lien, claim, charge, security  
 interest, encumbrance or restriction on any shares of the capital  
 stock of Republic. If the Shareholder is married and any shares  
 of the capital stock of Republic held by the Shareholder  
 constitute community property, this Agreement has been duly  
 executed and delivered by, and constitutes the legal, valid and  
 binding agreement of, the Shareholder's spouse, enforceable  
 against such person in accordance with its terms.  
  
 (e) No broker, investment banker, financial adviser or  
 other person is entitled to any broker's, finder's, financial  
 adviser's or other similar fee or commission in connection with  
 the transactions contemplated hereby or by the Merger Agreement  
 based upon arrangements made by or on behalf of the Shareholder.  
  
 (f) The Shareholder understands and acknowledges that  
 Keystone is entering into, and is causing the Subsidiary to enter  
 into, the Merger Agreement in reliance upon the Shareholder's  
 execution and delivery of this Agreement.  
  
 2. Voting of Republic Shares. Each Shareholder hereby  
 covenants and agrees as follows:  
  
 (a) At any meeting of shareholders of Republic called  
 to vote upon the Merger Agreement, the Merger or the other  
 transactions contemplated by the Merger Agreement, or at any  
 adjournment thereof, or in any other circumstances in which a  
 vote, consent or other approval with respect to the Merger  
 Agreement, the Merger or the other transactions contemplated by  
 the Merger Agreement is sought, the Shareholder shall vote (or  
 cause to be voted) all shares of the capital stock of Republic as  
 to which he has the sole or shared voting power, as of the record  
 date established to  
  
 2  
  
 determine the persons who have the right to  
 vote at such meeting or to grant such vote, consent or approval,  
 in favor of the Merger, the execution and delivery by Republic of  
 the Merger Agreement and the approval of the terms of the Merger  
 Agreement, the Merger and each other transaction contemplated by  
 the Merger Agreement.  
  
 (b) At any meeting of shareholders of Republic, or at  
 any adjournment thereof, or in any other circumstances in which  
 the vote, consent or other approval of shareholders of Republic  
 is sought, the Shareholder shall vote (or cause to be voted) all  
 shares of the capital stock of Republic as to which he has the  
 sole or shared voting power as of the record date established to  
 determine the persons who have the right to vote at such meeting  
 or to grant such vote, consent or the approval against (i) any  
 merger agreement or merger (other than the Merger Agreement and  
 the Merger), consolidation, combination, sale or acquisition of  
 any debt or equity security or of any assets, reorganization,  
 recapitalization, dissolution, liquidation or winding up of or by  
 Republic or (ii) any amendment of Republic's Articles of  
 Incorporation or Bylaws or (iii) any other proposal or  
 transaction involving Republic, which amendment or other proposal  
 or transaction would in any manner impede, frustrate, prevent or  
 nullify the Merger, the Merger Agreement or any of the other  
 transactions contemplated by the Merger Agreement (each of the  
 foregoing matters set forth in clause (i), (ii) or (iii) above, a  
 "Competing Transaction").  
  
 (c) The Shareholder shall retain at all times the  
 right to vote any shares of the capital stock of Republic, in his  
 sole discretion, on all matters (other than those set forth in  
 this Section 2) which are at any time or from time to time  
 presented to the shareholders of Republic generally.  
  
 (d) The Shareholder shall not, without the prior  
 written consent of Keystone in each instance, take any action  
 that would alter or affect in any way the right to vote any  
 shares of the capital stock of Republic as to which the  
 Shareholder has the sole or shared voting power, including, but  
 not limited to, (i) transferring (whether by sale, gift, pledge  
 or otherwise), or consenting to the transfer of, any interest in  
 any such shares, (ii) entering into any contract, option or other  
 agreement or understanding with respect to the voting of such  
 shares, (iii) granting any proxy, power of attorney or other  
 authorization in or with respect to the voting of such shares or  
 (iv) depositing such shares into a voting trust or entering into  
 a voting agreement or arrangement with respect thereto.  
  
 3. Recommendations to Shareholders. Unless the board of  
 directors of Republic determines in good faith after consultation  
 with outside legal counsel that to do so would result in a  
 failure to comply with its fiduciary duties under applicable law,  
 each Shareholder, in his capacity as a director of Republic, (i)  
 shall recommend to the shareholders of Republic that they approve  
 the Merger Agreement, the Merger and the transactions  
 contemplated by the Merger Agreement at the Republic Meeting or  
 at any other meeting of the shareholders of Republic, or in any  
 other circumstances in which the vote, consent or approval of  
 shareholders of Republic is sought with respect thereto, and (ii)  
 shall advise the shareholders of Republic to reject any Competing  
 Transaction. The obligations of the Shareholder under this  
 Section 3 shall cease at such time as  
  
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 Republic or Keystone shall have terminated the Merger Agreement  
 pursuant to Sections 8.2 or 8.3 thereof.  
  
 4. Accounting Treatment. Notwithstanding any other  
 provision of this Agreement to the contrary, a Shareholder shall  
 not knowingly take any action which, either alone or together  
 with any action by any other person, could reasonably be expected  
 by such Shareholder to preclude Keystone from accounting for the  
 business combination to be effected by the Merger as a pooling of  
 interests, including, but not limited to, (i) selling, assigning,  
 transferring or otherwise disposing of any shares of the capital  
 stock or other securities of Republic prior to the Merger, (ii)  
 selling, assigning, transferring or otherwise disposing of any  
 interest in any shares of the Common Stock of Keystone to be  
 received by such Shareholder in the Merger or (iii) taking any  
 other action which, either alone or together with any other  
 action by any other person, could in any way reduce such  
 Shareholder's risk of ownership or investment in any shares of  
 the capital stock of Republic prior to the Merger or of Keystone  
 received by such Shareholder in the Merger; provided, however,  
 that the foregoing restrictions on the shares of Keystone  
 received in the Merger shall terminate upon the earlier of (i)  
 the date of Keystone's publication of financial results covering  
 a period of at least thirty (30) days of combined operations of  
 Keystone and Republic following the Effective Time (as defined in  
 the Merger Agreement) and (ii) the date that the merger fails to  
 qualify for pooling of interest accounting treatment for any  
 reason other than a material breach of this Section 4 by such  
 Shareholder.  
  
 5. Competing Transactions. Each Shareholder shall  
 refrain, and shall use its reasonable best efforts to cause any  
 investment banker, attorney or other adviser or representative of  
 the Shareholder or Republic to refrain, directly or indirectly,  
 from (i) soliciting, initiating or encouraging the submission of  
 any Competing Transaction or (ii) participating in any  
 discussions or negotiations regarding, or furnishing to any  
 person any information with respect to, or taking any other  
 action to facilitate any inquiries or the making of any Competing  
 Transaction, except to the extent that the Shareholder undertakes  
 such activities in his capacity as an officer or director of  
 Republic in accordance with the provisions of Section 6.2 of the  
 Merger Agreement.  
  
 6. Exchange of Stock. Upon the satisfaction or waiver of  
 the conditions to the obligation of Republic to consummate the  
 Merger, which conditions are set forth in Article VII of the  
 Merger Agreement, each Shareholder shall exchange all shares of  
 the capital stock of Republic held by him for the consideration  
 provided in the Merger Agreement.  
  
 7. Restrictions on Disposition of Keystone Shares.  
  
 (a) Each Shareholder acknowledges that he has been  
 advised that (i) the Merger constitutes a transaction covered by  
 Rule 145 promulgated under the Securities Act, (ii) prior to the  
 Merger such Shareholder may be deemed to be an "affiliate" of  
 Republic within the meaning of Rule 145 and (iii) the transfer of  
 any shares of the Common Stock of Keystone held by such  
 Shareholder, whether received by him in the Merger or otherwise,  
 may be restricted in accordance with the provisions of Rule 145.  
  
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 (b) A Shareholder shall not sell, transfer, pledge,  
 hypothecate or otherwise dispose of any interest in any shares of  
 the capital stock or other securities of Keystone, including,  
 but not limited to, any shares of Common Stock received in the  
 Merger or any securities which may be issued as a dividend or  
 otherwise distributed thereon or with respect thereto or issued  
 or delivered in exchange or substitution therefor, unless (i)  
 such sale, transfer or disposition is effected pursuant to an  
 effective registration statement under, and in compliance with,  
 the Securities Act or (ii) such Shareholder shall deliver to  
 Keystone an opinion of legal counsel, which opinion shall be in  
 form or substance reasonably satisfactory to Keystone, to the  
 effect that such sale, transfer or disposition is exempt from the  
 registration requirements of the Securities Act pursuant to the  
 provisions of Rule 145 or another applicable exemption; provided,  
 however, that the Shareholder may make bona fide gifts or  
 distributions without consideration of such securities so long as  
 the recipients thereof agree not to sell, transfer or otherwise  
 dispose of such securities except as provided herein.  
  
 (c) Each Shareholder has consulted such legal counsel  
 and financial advisors as he has deemed appropriate, in his sole  
 discretion, with respect to his obligations under this Section 7.  
  
 8. Legend.  
  
 (a) Each Shareholder shall stamp, print or type, or  
 shall cause to be stamped, printed or typed, the following legend  
 on the face of any certificate evidencing shares of the Common  
 Stock or other securities of Republic held by such Shareholder or  
 of Keystone received in the Merger:  
  
 "THE VOTING, SALE, ASSIGNMENT, TRANSFER,  
 PLEDGE, HYPOTHECATION OR OTHER ENCUMBRANCE OR  
 DISPOSITION OF THE SECURITIES REPRESENTED BY  
 THIS CERTIFICATE IS SUBJECT TO AN AFFILIATE  
 AGREEMENT DATED AS OF FEBRUARY \_\_\_, 1998, A  
 COPY OF WHICH IS ON FILE AT THE OFFICES OF  
 THE COMPANY."  
  
 (b) The foregoing legend shall be removed promptly  
 after Keystone's publication of financial results covering a  
 period of at least thirty (30) days of combined operations of  
 Keystone and Republic following the Effective Time and replaced  
 with a legend reasonably acceptable to counsel for Keystone and  
 counsel for the Shareholders referring to restrictions under Rule  
 145. Such Rule 145 legend shall be removed upon receipt of a  
 legal opinion from counsel to the Shareholder, reasonably  
 acceptable in form and substance to Keystone, to the effect that  
 such Rule 145 legend is no longer required.  
  
 9. Stop Transfer Orders.  
  
 (a) Republic shall not register the transfer of any  
 certificate representing any shares of the capital stock or other  
 securities of Republic now held or hereafter acquired by any  
 Shareholder, unless such transfer is made pursuant to the Merger  
 Agreement.  
  
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 (b) Keystone shall not register the transfer of any  
 certificate representing any shares of the Common Stock of  
 Keystone received by a Shareholder in the Merger, except as  
 expressly permitted by this Agreement.  
  
 10. Termination. All rights and obligations of the parties  
 under this Agreement shall terminate upon the date upon which the  
 Merger Agreement is terminated in accordance with Article VIII  
 thereof.  
  
 11. Successors and Assigns. Neither this Agreement nor any  
 of the rights or duties hereunder shall be assigned, in whole or  
 in part, by operation of law or otherwise, by any of the parties  
 without the prior written consent of each other party affected by  
 such assignment. Any assignment in violation of the foregoing  
 shall be void. This Agreement and the obligations of a  
 Shareholder hereunder shall attach to all shares of the capital  
 stock of Republic now held or hereafter acquired by such  
 Shareholder and shall inure to the benefit of and shall be  
 binding upon any person to which legal or beneficial ownership of  
 such shares shall pass by operation of law including, but not  
 limited to, the Shareholder's permitted heirs, representatives or  
 successors. In the event of any stock split, stock dividend,  
 merger, reorganization, recapitalization or other change in the  
 capital structure of Republic, or the acquisition of any interest  
 in additional shares of the capital stock of Republic by any  
 Shareholder, the number of shares subject to the terms of this  
 Agreement shall be adjusted appropriately and this Agreement and  
 the obligations hereunder shall attach to any interest in any  
 additional shares of the capital stock of Republic issued to or  
 acquired by such Shareholder.  
  
 12. Indemnification.  
  
 (a) Each of the Shareholders, solely with respect to  
 himself, with respect to Keystone on the one hand, and Keystone  
 with respect to each of the Shareholders, on the other hand,  
 shall indemnify the other and hold it harmless against and in  
 respect of any and all payments, damages, demands, claims,  
 losses, expenses, costs, obligations and liabilities (including,  
 but not limited to, reasonable attorneys' fees and costs) which  
 arise or result from or are related to any material breach by  
 such indemnifying party or material failure by such indemnifying  
 party to perform any of its representations, warranties,  
 commitments, obligations, covenants or conditions hereunder;  
 provided, however, that no party shall be entitled to seek  
 indemnification from any other party pursuant to this Section 12  
 unless the party from whom indemnification is sought is given  
 written notice of the existence of a claim for indemnification  
 within six months of the Effective Time of the Merger.  
 Consummation of the transactions contemplated hereby shall not  
 be deemed or construed to be a waiver of any right or remedy of  
 the indemnified party nor shall this section or any other  
 provision of this Agreement be deemed or construed to be a waiver  
 of any ground of defense by the indemnified party.  
  
 (b) The party indemnified hereunder (the "Indemnitee")  
 shall promptly notify the indemnifying party (the "Indemnitor")  
 of the existence of any claim, demand or other matter involving  
 liabilities to third parties to which the Indemnitor's  
 indemnification obligations would apply and shall give the  
 Indemnitor a reasonable opportunity to defend the same at its own  
  
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 expense and with counsel of its own selection (who shall be  
 approved by the Indemnitee, which approval shall not be  
 unreasonably withheld or delayed); provided, however, that the  
 Indemnitee at all times also shall have the right to fully  
 participate in the defense at its own expense. If the Indemnitor  
 within a reasonable time after such notice fails to defend such  
 claim, or fails to adequately pursue such defense once commenced,  
 the Indemnitee shall have the right, but not the obligation, to  
 undertake the defense of, and to compromise or settle (exercising  
 reasonable business judgment) the claim or other matter on  
 behalf, for the account and at the risk and expense of the  
 Indemnitor. Except as provided in the preceding sentence, the  
 Indemnitee shall not compromise or settle the claim or other  
 matter without the prior written consent of the Indemnitor in  
 each instance. If the claim is one that cannot by its nature be  
 defended solely by the Indemnitor, the Indemnitee shall make  
 available all information and assistance that the Indemnitor  
 reasonably may request; provided, however, that any associated  
 expenses shall be paid by the Indemnitor.  
  
 13. Survival of Representations, Warranties and Agreements.  
 All representations, warranties and agreements made by the  
 parties hereto in this Agreement (including, but not limited to,  
 statements contained in any schedule or certificate or other  
 instrument delivered by or on behalf of any party hereto or in  
 connection with the transactions contemplated hereby) shall  
 survive the date hereof and any investigations, inspections,  
 examinations or audits made by or on behalf of any party.  
  
 14. Entire Agreement. This Agreement constitutes the  
 entire agreement between the parties hereto pertaining to the  
 subject matter hereof, and supersedes all prior agreements,  
 understandings, negotiations and discussions, whether oral or  
 written, relating to the subject matter of this Agreement. No  
 supplement, modification, waiver or termination of this Agreement  
 shall be valid unless executed by the party to be bound thereby.  
 No waiver of any of the provisions of this Agreement shall be  
 deemed or shall constitute a waiver of any other provisions  
 hereof (whether or not similar), nor shall such waiver constitute  
 a continuing waiver unless otherwise expressly provided.  
  
 15. Notices. Any notice or other communication required or  
 permitted hereunder shall be in writing and shall be deemed to  
 have been given (i) if personally delivered, when so delivered,  
 (ii) if mailed, one (1) week after having been placed in the  
 mail, registered or certified, postage prepaid, addressed to the  
 party to whom it is directed at the address set forth on the  
 signature page hereof or (iii) if given by telex or telecopier,  
 when such notice or other communication is transmitted to the  
 telex or telecopier number specified on the signature page hereof  
 and the appropriate answer back or telephonic confirmation is  
 received. Any party may change the address to which such notices  
 are to be addressed by giving the other parties notice in the  
 manner herein set forth.  
  
 16. Governing Law. The validity, construction and  
 interpretation of this Agreement shall be governed in all  
 respects by the laws of the State of Delaware applicable to  
 contracts made and to be performed wholly within that State.  
  
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 17. Headings. Section and subsection headings are not to  
 be considered part of this Agreement and are included solely for  
 convenience and reference and in no way define, limit or describe  
 the scope of this Agreement or the intent of any provisions  
 hereof.  
  
 18. Third Parties. Nothing in this Agreement, expressed or  
 implied, is intended to confer upon any person other than the  
 parties hereto and their successors and assigns any rights or  
 remedies under or by reason of this Agreement.  
  
 19. Injunctive Relief. Republic and the Shareholders each  
 hereby acknowledge and agree that the obligations of the  
 Shareholders hereunder are unique and Keystone would not have an  
 adequate remedy at law for money damages in the event of the  
 breach or threatened breach of any provision of this Agreement.  
 Accordingly, Keystone shall be entitled to temporary and  
 injunctive relief, including temporary restraining orders,  
 preliminary injunctions and permanent injunctions, to enforce  
 such provisions without the necessity of proving actual damages  
 or being required to post any bond or undertaking in connection  
 with any such action. This provision with respect to injunctive  
 relief shall not diminish, however, the right of Keystone to any  
 other relief or to claim and recover damages.  
  
 20. Counterparts. This Agreement may be executed  
 simultaneously in two or more counterparts, each one of which  
 shall be deemed an original, but all of which shall constitute  
 one and the same instrument.  
  
 21. Further Assurances. Each party hereto shall, from time  
 to time at and after the date hereof, execute and deliver such  
 instruments, documents and assurances and take such further  
 actions as the other party may reasonably request to carry out  
 the purpose and intent of this Agreement.  
  
 22. Jurisdiction.  
  
 (a) Each party hereto irrevocably submits to the  
 non-exclusive jurisdiction of any court of the State of Delaware  
 over any suit, action or proceeding arising out of or relating to  
 this Agreement. To the fullest extent it may effectively do so  
 under applicable law, each party irrevocably waives and agrees  
 not to assert, by way of motion, as a defense or otherwise, any  
 claim that it is not subject to the jurisdiction of any such  
 court, any objection that it may now or hereafter have to the  
 establishment of the venue of any such suit, action or proceeding  
 brought in any such court and any claim that any such suit,  
 action or proceeding brought in any such court has been brought  
 in an inconvenient forum.  
  
 (b) Each party hereto agrees, to the fullest extent it  
 may effectively do so under applicable law, that a judgment in  
 any suit, action or proceeding of the nature referred to  
 hereinabove brought in any such court shall be conclusive and  
 binding upon such person and its successors and assigns and may  
 be enforced in the courts of the State of Delaware (or any other  
 courts to the jurisdiction of which such person is or may be  
 subject) by a suit upon such judgment.  
  
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 (c) Each party hereto consents to process being served  
 in any suit, action or proceeding of the nature referred to  
 hereinabove by mailing a copy thereof by registered or certified  
 mail, postage prepaid, return receipt requested, to the address  
 of the other set forth in Section 15. Each party agrees that  
 such service (i) shall be deemed in every respect effective  
 service of process upon such person in any such suit, action or  
 proceeding and (ii) shall, to the fullest extent permitted by  
 law, be taken and held to be valid personal service upon and  
 personal delivery to such person.  
  
 23. Defined Terms. Capitalized terms used and not  
 otherwise defined in this Agreement shall have the respective  
 meanings assigned to them in the Merger Agreement.  
  
 24. Severable Provisions. If any term, provision, covenant  
 or restriction herein, or the application thereof to any  
 circumstance, shall, to any extent, be held by a court of  
 competent jurisdiction to be invalid, void or unenforceable, the  
 remainder of the terms, provisions, covenants and restrictions  
 herein and the application thereof to any other circumstances,  
 shall remain in full force and effect, shall not in any way be  
 affected, impaired or invalidated, and shall be enforced to the  
 fullest extent permitted by law.  
  
 IN WITNESS WHEREOF, the undersigned parties have executed  
 and delivered this Agreement as of the day and year first above  
 written.  
  
 KEYSTONE: KEYSTONE AUTOMOTIVE INDUSTRIES, INC.  
  
  
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
 Xxxxxxx X. Xxxxxxx,  
 Chief Executive Officer  
 000 Xxxx Xxxxxx Xxxxxx  
 Xxxxxx, Xxxxxxxxxx 00000  
  
 REPUBLIC: REPUBLIC AUTOMOTIVE PARTS, INC.  
  
  
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Xxxxx X. Xxxxxxxx, President  
 000 Xxxxxx Xxxx Xxxxxx, Xxxxx 000  
 Xxxxxxxxx, Xxxxxxxxx 00000  
  
 SHAREHOLDERS:  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Xxxxxxx X. Ballhaus  
 Number of shares:  
  
 9  
  
   
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Xxxxx X. Xxxxxx  
 Number of shares:  
  
   
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Xxxxxxx X. Xxxxxx  
 Number of shares:  
  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Xxxxxxxx X. Xxxxxxx  
 Number of shares:  
   
   
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Xxxxxx X. Xxxxx, Xx.  
 Number of shares:  
  
   
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Xxxxxx X. Xxxx  
 Number of shares:  
  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Xxxxx X. Xxxxxx  
 Number of shares:  
  
   
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Xxxxxxx X. Xxxxx  
 Number of shares:  
   
   
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Xxxxx X. Xxxxxxxx  
 Number of shares:  
  
   
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Xxxxxxx X. Xxxxxxx  
 Number of shares:  
  
 10  
   
   
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Xxxxxx X. Xxxxxxxxx  
 Number of shares:  
  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Xxxxxxx X. Xxxxxxx  
 Number of shares:  
  
  
  
 11  
  
  
 SPOUSAL CONSENT  
  
 I am the spouse of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Shareholder in  
 the above Agreement. I understand that I may consult independent  
 legal counsel as to the effect of this Agreement and the  
 consequences of my execution of this Agreement and, to the extent  
 I felt it necessary, I have discussed it with legal counsel. I  
 hereby confirm this Agreement and agree that it shall bind my  
 interest in the Shares, if any.  
  
  
  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 (Print Name)  
  
  
  
  
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 (Signature)  
  
  
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