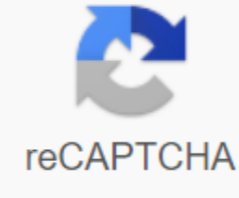




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Advance auto parts employee handbook

Exhibition 10.46 EMPLOYMENT AGREEMENT AGREEMENTS (the Agreement), dated from January 1, 2012, between Advance Auto Parts, Inc. (Advance of the Company), a Delaware Corporation, and Jimmie L. Wade (the Employee). The Company and the Employee agree as follows: 1. Position; Term of Employment. The Company agrees to employ the Employee subject to the terms and conditions of this Agreement. The Employee will (i) oversee the operations and management of the company's subsidiary, Autopart International, and (ii) serve as the chairman of the Board of Governors of Autopart International. The parties envisage that the Employee will continue to serve so in these capabilities throughout the Term of Employment (as such term is defined below). The term of the Employee's employment by the Company on the basis of this Agreement will commence on 1 January 2012 (Start Date) and will end on the day before the first anniversary of the Start Date, unless terminated earlier under the provisions of Paragraph 4 below (Employment Term); provided that the commencement of the first anniversary of the Start Date and on each anniversary thereafter the Term of Employment will be automatically extended for an additional period of one year, unless not later than 90 days prior to such automatic extension date, any party has given notice to the other that it does not want to extend the Term of Service, in which case the Term of Employment will end on the day before such automatic extension date. (a) Duties and responsibilities. As an employee, and in addition to the responsibilities described in Section 1, the Employee will assist the Company with talent and leadership development, government affairs and community relations activities. The Employee agrees to devote such time reasonably necessary to fulfil its obligations to the Company and its subsidiaries, if any (collectively and jointly, Related Entities). The Employee must observe and comply with the applicable policies and prescriptions applicable to employees from time to time. The Employee will not be regarded as an Executive Officer of the Company. (b) Other activities. Except as otherwise set out in this Agreement, both the Company and the Employee recognise and acknowledge that this Agreement is not intended to prevent the Employee from involving other employment, occupation, consultation or other business activity. It will not be a contravention of this Agreement for the Employee to become involved in employment, occupation, consultation or other business activities provided that such activities (i) do not significantly interfere with the execution of the Employee's duties and responsibilities as required by this (ii) is consistent with the Company's policies and in effect from time to time, including the Code of Ethics & Business Behaviour and the Additional Guidance for Team Members associated with it, and the Guidelines on Significant Management Outreaches, in each case that may be amended from time to time and (iii) do not violate Section 18 of this Agreement. (a) Base salary. During the Term of Service the Company pays the Employee a salary of \$150,000 per year, payable in accordance with the company's standard salary practices then in operation (Base salary). (a) Bonus. Subject to achieving applicable company results, the Employee will be eligible to receive a payment in terms of the Employee's 2011 Annual Bonus Plan in effect immediately before the effective date of this Agreement (2011 Bonus Payment). This 2011 Bonus Payment, if due, will be paid to the Employee at the time of such bonus payments made to other employees within the Company. To be eligible to receive this 2011 Bonus Payment, the Employee must still be employed by the Company on the date on which the bonus is paid. The Employee will not be eligible for any additional bonus payments relating to his duties during the Term of Service. (c) Benefit plans. During the Term of Service the Employee is entitled to participate in all retirement and employment benefit plans and programmes of the Company that are generally available to officials of the Company. Such participation will be based on the terms and conditions of such plans and programmes, as the same will be amended from time to time. The Employee is entitled to four (4) weeks paying holiday annually. (d) Equity Awards. During the Term of Employment the Employee is awarded an annual equity grant under the Company's 2004 Long-term Incentive Plan (2004 LTIP) consisting of limited stock with at least an estimated value of \$100,000 at the time of the equity grant. (e) Business expenses. During the Term of Service the Company must, in accordance with policies, take effect in respect of payments of business expenses, pay or compensate the Employee for all reasonable out-of-pocket travel and other expenses (other than ordinary shuttle expenses) incurred by the Employee in the performance of services below; provided, that, in relation to remuneration, if any, not otherwise excluded from the Employee's gross income, to the extent necessary to comply with the provisions of Section 409A of the Internal Income Code of 1986, as amended (the Code), no refund of expenses incurred by the Employee during any taxable year shall be made after the last day of the following, and the right to compensation of such expenses shall not be subject to winding or exchange for another benefit. All such expenses shall be accounted for in such reasonable detail, as the Company may require. 4. Termination. In the event of the death of the Employee during the Employment Term, the Employee's employment must automatically be terminated from the date of death and a sum amount, equivalent to \$300,000, must be paid, within 60 days after the date of the Employee's death, to the Employee's designated beneficiary, or to the Employee's estate or other legal representative if no beneficiary is designated at the time of the employee. In the event of the death of the Employee during the Employment Term, the shares of Limited Stock granted to the Employee in accordance with the Company's 2004 LTIP or any successor plan, rest immediately and the Stock Options or Stock Appreciation Rights (SARs) the Employee based on the Company's 2004 LTIP or any successor plan will be exercised on the date of the Employee's death for all such stock options and SARs if not Complete. The onsize benefit will be provided in addition to any death, disability or other benefits provided in terms of the Company's benefit plans and programmes to which the Employee participated in at the time of his death. Except in accordance with the provisions of the Company's benefit programs and other plans and programmes then in operation, after the date of the Employee's death, the Employee is not entitled to any other remuneration or benefits of the Company or below. (b) Disability. In the case of the Employee's Disability as defined hereinafter, the employment of the Employee may be terminated by the Company effectively on the Date for Disabilities (as defined below). In such a case, the Company will give the Employee an amount equivalent to thirty percent (30%) of the Employee's Base salary for a one year period, which amount will be paid in one lump amount within 45 days of the Employee's separation of service, as that term is promulgated in Section 409A of the Code and Regulations thereto, of the Company (its Separation of Service), provided that the Employee or an individual is duly authorised to perform legal documents on behalf of the Employee and not within any applicable repeal period the exemption described in Section 4(k)(ii)(B). In the case of the Disability of the Employee during the Employment Term, the shares of Limited Stock granted to the Employee in accordance with the Company's 2004 LTIP or any successor plan, the date of the Employees separation of service and the Stock Options or SARs granted to the Employee's 2004 LTIP or any successor plan shall be exercised on the date of the Employee's Separation of Service Options and SARs if not, then exercise fully. The continuation for the benefit will be provided in addition to any disability or other benefits to which the Employee participates. The purpose and purpose of the aforementioned two sentences is to ensure that the Employee receives a combination of insurance benefits and company payments according to the Disability Termination Date equal to 100% of his then applicable Base Life for such one-year period. Otherwise, after the Disability Ending Date, except in accordance with the company's benefit programs and other plans then in operation, the Employee shall not be entitled to any remuneration or benefits of the Company or below. Disability, for purposes of this Agreement, will mean the Employee's incompetence due to physical or mental illness causing the Employee's complete and full-time absence of the Employee's duties, as defined in Paragraph 2, for either a consecutive period of more than six months or at least 180 days within any 270-day period. Any provision of the Employee's Disability made by the Company in good-praise, is concluding and binding on the Employee, unless it will be made within 10 days of written notice to the Employee of such provision, the Employee by written notice to the Company elected to challenge such provision, in which case the provision of Disability per arbitration will be made in accordance with Paragraph 11 below. Except as provided for in this Subsection 4(b), the Company shall not be required to provide the Employee any remuneration or benefits after the provision by the Company, unless the arbitration leads to a provision that the Employee is not deactivated, in which case the Company will pay all compensation due within 10 days of such arbitration decision. The Company shall not be deemed to have violated its obligations relating to such remuneration and benefits under this Agreement if it makes such payment decision within 10 days of such arbitration. The Disability Ending Date is the date on which the Company makes such provisions of the Employee's Disability, unless the arbitration, if any, leads to a provision that the Employee is not disabled. The Employee will have a legally binding right to the disability benefit from the Disability Ending Date. (c) Termination by the Company for proper cause. Nothing herein will prevent the Company from terminating the Employee's employment for Proper Cause (as defined hereinafter). The Employee will continue to receive the Base salary for in this Agreement only by the period ending with the date of such termination. Any rights and benefits the Employee may have under employee benefit plans and programmes of the Company will be determined accordance with the provisions of such plans and programmes. Except as provided in the two immediately preceding sentences, after termination of employment for proper cause, the is not entitled to any remuneration or benefits of the Company or below. For purposes of this Agreement, Proper cause shall mean: (i) a material breach by the Employee's duties and obligations under this Agreement or infringement in any material respect of any code or standard of conduct that generally applies to the officials of the Company, including, but not limited to, the Company's Code of Ethics and Business Behaviour, (1) which is on the, (2) which is not due to the Disability of the Employee (within the meaning of subsection 4(b), but without regard to the requirement that it continues for more than six months or 180 days within a period of 270 days, (3) committed in bad faith or without reasonable belief that such offence is in the best interest of the Company, and (4) who, if curable, have not been cured within 15 working days after receipt of notice to the Employee with the theories of the nature of such offences; (ii) a material offence by the Employee of the Employee's Loyalty obligations as provided for in Paragraph 18; (iii) conviction of a crime of moral turpitude or a folk relations involving fraud, contravention of trust or misappropriation; (iv) the Employee's willing rigging in bad behaviors that is evidenceable and materially harmful to the Company, monetary or otherwise; (v) a provision by the Company that the Employee is in material violation of the Company's Drug Abuse Policy. (d) Termination by the Company except for proper cause, death or disability. The forwarding despite the use of the Employee, the Employee's employment may terminate for any or no reason, as it deems appropriate in its sole discretion and judgment; provided that if such termination is not due to Death, Disability or Proper Cause, the Employee is entitled to a termination payment as defined hereinafter and (ii) is sent written notice by the Company declaring that the termination is not due to death, disability or proper cause. In the case of such termination by the Company, the Employee shall receive certain payments and benefits as set out in this Subsection 4(d). (i) Termination payment. If the Company terminates the Employee's employment for other than Death, Disability or Proper Cause before the expiry of the Term of Service, the term Termination Payment will mean a cash payment equal to \$300,000 (the Termination Trail payment). (ii) Medical Cover. In addition, the Company must provide the Employee with medical, dental and vision insurance benefits (which can also cover, if applicable, the Employee's spouse and eligible for three hundred and sixty-five (365) days from the date of the Employee's termination of employment or up to such time as the acquires other group health coverage, whichever occurs first. In order to provide the Company's obligation to provide health care continuing benefits, the Employee must continually prefer cover on the consolidation Omnibus Budget Act of 1985, as amended (COBRA), to such suitability. The Company's obligation shall be solely satisfied by the payment of the Employee's COBRA premiums during the period of the 365 days, but only to the extent that such premiums exceed the amount otherwise payable by the Employee for coverage of the Employee and the Employee's appropriate dependants provided by the Company's medical, dental and vision insurance programmes are covered at the time of the Employee's termination of employment, the Employee still employed Company. (iii) Timing of payment. The Termination Leather Payment will be paid within 45 days after the date of the Employee's Separation Payment, provided that the Employee will repeal the exemption described in Section 4(k)(ii)(B) within any applicable revocation period. (iv) Whole obligation. Except as provided for in Subsection 4(i) of this Agreement, following the Employee's termination of employment in terms of this Subsection 4(d), the Employee shall have no further obligation to the Company on the basis of this Agreement (except in terms of Sections 6, 7, 8, 9, 10, 11, 16, 18, 19 (to the extent such policy, guidelines and codes by their provisions apply post-employment) and 20). Except for the termination payment and as otherwise provided in accordance with the terms of the Company's benefit programs and plans then in operation or as expressly required in terms of applicable legislation, after termination by the Company of employment for other than Death, Disability or Proper Reason, the Employee is not entitled to any other remuneration or benefits of the Company or below. (e) Resignation of Employment by the Company for Good Reason. Termination by the Company without proper cause in terms of Subartial 4(d) is deemed to have occurred if the Employee chooses to terminate the Employee's employment for good reason. (i) Good reason. For purposes of this Agreement, Good Reason will mean: (A) a substantial division in the Employee's Total Direct Remuneration, which will mean the value of the employee's Base salary and annual equity allocation; (B) a substantial reduction in the Employee's authority, duties, or responsibilities; (C) a material division into the authority, duties or responsibilities of the supervisor to whom the Employee is obliged to report; (D) a substantial reduction in total benefits available to the Employee no similar reduction is made for all other senior Employees of the Company; (E) the Company's requirement to be based more than 60 miles from the company's office in Roanoke, VA at which the Employee was primarily employed immediately before the date of the reinstatement; (F) delivery by the Company of a notice that ceases the automatic extension of the Term of Service under this Agreement; (G) any other action or action contingating a material contravention by the Company of the provisions of this Agreement. (ii) Notice of good reason. In order to be regarded as a resignation for good reason for purposes of this Agreement, the Employee must provide the Company with written notice and description of the existence of the Good Reason condition within 90 days of the initial discovery by the Employee of the existence of good reason and the Company will have 15 working days to heal such Good Reason condition. Notwithstanding the provisional, this notice and healing supply do not apply to the existence of Good Reason in terms of Section 4(e)(i)(F) above. (iii) Effective Date of Resignation. The effective date of the Employee's resignation for Good Reason must not take place longer than one year after the expiry of the healing period as set out in Section 4(e)(ii). If employee did not effectively resign for Good Reason within one year of the expiry of the healing period as set out in Section 4(e)(ii), the employee is deemed to be a good reason. (f) Termination by the Company except for proper cause, death or disability or resignation of employment for good reason within twelve months of a change in control. If the Company has the Employee's employment for other than Death, Disability or Proper Cause before the expiry of the Term of Service and within twelve (12) months of a change in control (as defined below), or if the employee prefers to terminate the Employee's employment for Good Reason prior to the expiry of the Term of Service and within twelve (12) months of a change in

control, then (i) the Employee shall be entitled to a Change in control termination Payment as hereinafter defined and the Employee will receive medical cover benefits as defined in Subartial 4(d)(ii) above, and (ii) whether the Company or the Employee, after the case, shall notify termination in terms of Subartil 4(k), (j) Change in control termination payment. The term Change in Control Termination Payment will mean a cash payment equal to \$300,000 (the Change in Control Termination Salary Payment). (ii) Timing of payment. The Change in Control Termination Salary Payment will be paid in one sum payment within 45 days after the date of the Employee's Separation Of Service, provided that the Employee performs and does not revoke within any applicable repeal period the release described in Section 4(k)(ii)(B) 4(k)(ii)(B) Obligation. Except as provided for in Subsection 4(j) of this Agreement, following the Employee's termination of employment in terms of this Subsection 4(f), the Employee shall have no further obligation to the Company based on this Agreement (except in terms of Sections 6, 7, 8, 9, 10, 11, 16, 18, 19 (to the extent such policy, guidelines and codes by their provisions apply post-employment) and 20). Except for the Change in Control termination Payment and as otherwise provided in accordance with the provisions of the company's benefit programs and plans then in operation or as expressly required in terms of applicable legislation, within twelve (12) months of a change in control, after termination by the Company of employment for other than Death, Disability or Proper Cause or after termination by the Employee for Good Cause, the Employee is not entitled to any other remuneration or benefits of the Company or below. (iii) Change in control. For purposes of this Agreement, Change in control shall have the same meaning as set out in the 2004 LTIP, as existing on the date hereof. (g) IRC 280G Net best. Anything in this Agreement to the contrary notwithstanding, in the event shall be determined that (A) any payment, allocation, benefit or distribution (or any acceleration of any payment, benefit or distribution) by the Company (or any of its affiliated entities) or any entity that effects a change in control (or any of its affiliate entities) to or for the benefit of Employee (whether in accordance with the provisions of this Agreement or otherwise) (the Payments) the accuracy tax imposed by Section 4999 of the Internal Revenue Code (the Accurate Tax), and (B) reducing the amounts payable to Employee in terms of this Agreement to the maximum amount that can be paid to Employee without giving rise to the Accurate Tax (the Safe Haven cap) would provide employee with a larger post-tax amount if such amounts were not reduced, then the amounts payable to Employee in terms of this Agreement will be reduced (but not under zero) to the Safe Harbour Cap. If the reduction of the amounts payable below will not cause a greater tax result to Employee, no amounts payable in terms of this Agreement will be reduced. (i) Reduction of payments. The reduction of the amounts payable below, if applicable, will be made by reducing first cash amounts payable in terms of this Agreement (unlike benefit amounts), and the application of any reduction to amounts payable in the following order: (A) firstly, any payable to Employee as a termination payment or Change in Control Term Payment in terms of this Agreement, as applicable; (B) secondly, any amounts payable by Company on behalf of Employee in terms of the provisions of this Agreement for continued Medical Coverage; (C) third, any other cash cash payable by Company on or behalf of Employee in terms of the provisions of this Agreement; (D) fourth, outstanding performance-based equity allowance to the extent that any such grants will be subject to the Excise Tax; and (E) finally, any time-establishing equity allowance to the extent that any such grants to the first Accrual tax will be subject. (ii) Terms by Accounting Firm. All provisions to be made in terms of this Section 4(g) must be made by the public accounting firm retained within fifteen (15) working days of the Receipt of notification of the Company or Employee, which will provide detailed supporting calculations to both the Company and Employee within fifteen (15) working days of receiving notice from the Company or Employee that there was a payment, or such earlier time as requested by the Company. Notwithstanding the starters, in the case (A) the Board provides before the Change in Control that the Accounting Firm is excluded from the performance of such services under applicable auditor independence rules or (B) the Audit Committee of the Board states that it does not want the Accounting Firm to perform such services due to auditor independence or (C) serves the Accounting Firm as accountant or auditor. The Board will appoint another nationally recognised public accounting firm to make the determination below (after which accounting firm will then be referred to as the Accounting Firm hereinafter). All fees, costs and expenses (including, but not limited to, the costs of keeping experts) of the Accounting Firm will be worn by the Company. If payments are reduced to the Safe Haven Cap or the Accounting Firm states that no accuracy tax is payable by Employee without a reduction in payments, the Accounting Firm will provide a written opinion to employee to the effect that the Employee is not required to report any accuracy tax on the Employee's federal income tax return and that the failure to report the Accurate Taxes, if any, on the employee's appropriate federal income tax return, will not result in the imposition of a negligence or similar fine. The provision by the Accounting Firm is binding on the Company and Employee (except as provided for in paragraph 4(g)(ii) below). (iii) Excess payment/underpayment. If it was established in accordance with a final provision of a court or an Internal Revenue Service (the IRS) which was eventually and concluding, that Payments were made to, or provided for the benefit of Employee, which is more than the restrictions provided in this Section (hereinafter referred to as a excess employee must refund the excess payment to the Company on request, together with interest on the excess payment at the applicable applicable rate (as defined in Section 1274(d) of the Code) from the date of Employee's receipt of such excess payment to the date of such refund. Due to the uncertainty in the application of Section 4999 of the Code at the time of the provision, it is possible that Payments that would not be made by the Company (a Underpayment), in accordance with the calculations to be made in terms of this Section. If it is (A) determined by the Accounting Firm, the Company (which is the position taken by the Company shall include, or together with its consolidated group, on its federal income tax return) or the IRS or (B) in accordance with a provision by a court, that an underpayment has taken place, the Company must pay an amount equal to such underpayment to Employee within ten (10) days of such provision together with interest on such amount shall cooperate against the applicable Employee, to the extent that the Employee's reasonable expenditure is compensated by the Company, with any reasonable requests by the Company in connection with any matches or disputes with the IRS in connection with the Accuracy Tax or the determination of the Excess Payment. Notwithstanding the advancement, in the event that amounts payable in terms of this Agreement have been reduced in accordance with paragraph 4(g)(i) and the value of stock options is subsequently determined by the Accounting Firm (as defined below) within the context of Treasury regulation $\geq 1.280G-1$ Q/A 33 which reduces the value of the payments attributable to such options the Company will pay immediately to Employee any amounts payable under this Agreement which is not previously paid exclusively due to paragraph 4(g)(i) to the Safe Haven Cap.(h) Voluntary Termination. If the Employee terminates the Employee's employment at the Employee's own volage before the expiry of the Term of Service (except as provided in Subartier 4(e) above, such termination shall constitute a Voluntary Termination and in such a case the Employee shall be limited to the same rights and benefits as provided in connection with a termination for Proper Cause (j) Compliance with Code Section 409A. Notwithir anything herein to the contrary, this Agreement is intended to be interpreted and operated so that the payment of the benefits set out herein is either exempt from the requirements of Section 409A of the Code or comply with the requirements of such provision; provided that the Company will in no case be liable to the Employee for or in respect of any taxes, fines or interest that may be imposed on the Employee in accordance with Section 409A. To the extent that any amount payable in the 4(b), (d)(i), (d)(ii), (e) or (f) a deferralment of remuneration subject to Section 409A (a 409A Payment), then, if the Employee is on the date of the Employee's Separation of Service, the Employee is a specified employee, as such term is in Treas. Reg. Section 1.409-1(i), as determined from time to time by the Company, such 409A Payment will not be made to the Employee earlier than the earlier of (i) six (6) months after the Employee's Separation of Service; (ii) the date of his death. The 409A Payments in terms of this Agreement that would otherwise be made during such period, will be joined together and paid into one sum, without interest, on the first working day after the end of the six (6) month period or following the date of the Employee's death, whichever is earlier, and the balance of the 409A Payments, if any, will be paid in accordance with the applicable payment schedule provided in this Article 4. The Employee hereby acknowledged that she was advised to seek and sought the advice of a tax advisor in respect of the tax consequences for the Employee of all payments in accordance with this Agreement, including any adverse tax consequences or penalty rates in terms of Code Section 409A and applicable State Tax Legislation. The Employee hereby agrees to bear the entire risk of any such negative federal and state tax consequences and penalty taxes if any payment in accordance with this Agreement is subject to Code Section 409A, and that no provisions have been made to the Employee in relation to the tax treatment of any payment in accordance with this Agreement in terms of Section 409A and the corresponding provisions of any (j) Cooperation. During the tenure of the Employee's employment by the Company and for a period of one (1) year immediately after the termination of the Employee's employment with the Company, the Employee agrees to reasonably be available to assist the Company and its representatives and agents with any business and/or litigation (or potential litigation) cases affecting or involving the Company. The Company will settle the Employee for all associated reasonable costs of travel. (k) Notice of Termination, Resignation and Release. Any termination (A) by the Company in terms of Subsection 4(b) for Disability, Subsection 4(c) for proper cause or subsection 4(d) for other than for proper cause, death or disability, (B) by the Employee for Good Reason in terms of Subsection 4(e) or as a Voluntary Termination under Subsection 4(h) or (C) by the Employee or the Employee within twelve (12) months of a Change in Control under Subsection 4(f) must, in each case by notice of Termination to the other party, must, in each case, by notice of Termination to the other party. Be. (l) Notice of termination. For purposes of this Agreement, a notice of termination termination a written notice indicating (X) the specific termination provision in this Agreement, (Y) in reasonable details the facts and circumstances claimed to be a basis for the termination of the Employee's employment in terms of the provision, (Z) if the termination date is different than the date of receipt of such Notice, specify the termination date (which date not before the date of such notice or more than 15 days after the date of such notice or more if 15 days after the date of such notice is not given of such Notice). (ii) Resignation and Release. Notwithir in this Agreement to the contrary, to be eligible to receive any payments or benefits below due to the termination of the Employee's employment, in addition to the fulfillment of all other conditions preceding such receipt, the Employee or the Employee's legal representative must: (A) within 10 days of the termination date, as a member of the Company, if applicable, and as an officer, Director, manager and employee of the Company and its related entities, and (B) within 21 days of the presentation of a release in form and substance reasonably satisfactory to the Company and its legal advice, said release, on behalf of the Employee and the Employee's estate, heirs and representatives, the release of the Company, its Related Entities and each of the Company's, directors, employees, members, managers, agents, independent contractors, representatives, shareholders, successors and indicators (all of which persons and entities third party beneficiaries of such release may be with full power to enforce the provisions thereof) of any and all claims related to the Employee's employment with the Company; termination of the Employee's employment; all matters claimed or who could be claimed in a complaint or complaint against the Company, any and all injuries, losses or damages to Employee, including any claims for attorney's fees; any and all claims relating to the actions of any employee, servant, officer, director or agent of the Company; and any and all matters, transactions or things that take place before the date of the said release, including any and all possible claims, known or unknown, which could be claimed against the Company or the Company's employees, agents, servants, officials or directors. Notwithstanding the starters, the form of release shall, except thereon, and acknowledge the Employee's continued rights in respect of, the following: (i) all confirmed rights that the Employee may have under all welfare, retirement and other plans and programmes of the Company in which the Employee may have at the time of his service ending including all share plans and programmes of the Company in respect of which the Employee meets the, (ii) all ongoing that the Employee in terms of this Agreement, and (iii) all rights that the Employee may follow after the termination of its employment in terms of the Company's Certificate of Incorporation and By-law, any applicable Company Insurance and any indemnity agreements to which the Employee is a party that provides for indemnity, insurance or other, similar coverage for the Employee in relation to his actions or inactions, employee and employee. Employee may, within five working days after receiving the Company from the form of release, comment to the Company regarding material provisions of the form of release, which the Company will consider in good profit. For clarity, unless and until the Employee performs the release, the Company shall have no obligation to make any termination payment to the Employee, and even if the Employee does not carry out the release, the Employee shall be bound by the post-termination provisions of this Agreement, including without limitation Section 18. (l) Earned and accumulated payments. The retirement notwithstanding, upon termination of the Employee's employment at any time, for any reason, the Employee shall pay all amounts already earned and imposed from the time of termination, including but not limited to (i) paid for unused holiday in accordance with the Company's holiday policy and (ii) compensation for any business expenses accumulated in accordance with subsection 3(s). (m) Employment at Will. The Employee hereby agrees that the Company may terminate the Employee's employment in terms of this Paragraph 4 without: (i) terminate any general or specific policy (written or oral) of the Company in relation to the employment or termination of employment of its employees; (ii) any declarations made to the Employee, whether verally or in any document, in relation to the Employee's relationship with the Company; (iii) without a provision of proper cause by the Company.5. Accelerated stronghold of equity awards in change in control. In the event of a Change in Control as defined above, the restrictions and deferralment restrictions applicable to any Limited Stock or any Other Livestock Unit Awards granted to the Employee shall expire and fully confirm such Limited Stock or Other Livestock Unit Awards to the full extent of the original allocation from the date such change determined in Control. and (c) any Stock Options or SARs granted to the Employee who are outstanding from the date of such change in control shall be fully exercised and forfeited from the original allocation from the original allocation from date on which such change was determined in control. 6. Successors and allocations. (a) Assignment by the Company. This Agreement shall be binding and ensure for the benefit of the Company or any any or other entity to which the Company may transfer all or almost all its assets and business and to which the Company may assign this Agreement, in any case the term Company, as used herein, means such corporation or other entity, provided that no such instruction will ease the Company from any obligations below, whether it arises before or after such instruction. (b) Assignment by the Employee. The Employee may not assign this Agreement or any part hereof without the prior written consent of the Company; provided that nothing will exclude the Employee from designate one or more beneficiaries to receive any amount that may be payable after the appearance of the Employee's legal incompetence or Death and will not exclude the legal representative of the Employee's estate to allow any right below to the person or persons entitled thereto in terms of the Employee's will, in the case of integration, to the person or persons entitled thereto other than the laws of integration applicable to the Employee's estate. The term beneficiaries, as used in this Agreement, shall be a beneficiary or beneficiaries so designated to receive any such amount or, if no beneficiary has been appointed so, the legal representative of the Employee (in the case of the Employee's incompetence) or the Employee's estate.7. Governing Act. This Agreement shall be governed by the laws of the Commonwealth of Virginia.8. Whole agreement. This Agreement, which includes the Exhibitions hereby, contains all the understandings and representatives between the parties in relation to the matters referred to hereinafter, and overfill all businesses and agreements, whether verbal or in writing, previously entered into by them in relation to, including any previous employment, sequence and/or non-competition agreements. This Agreement may only be changed in writing by an instrument. 9. Waiver of Offence. The waiver by any party of a contravention of any condition or provision of this Agreement to be carried out by such other party shall not function or be built to be a waiver of a similar or uneven provision or condition at the same or any previous or subsequent time.10. Notifications. Any notice to be given below, must be in writing and personally delivered, or sent by certified mail, postal pay, receipt request, delivered to the relevant party at the address indicated below or to such other address as such party may give written notice of hereof: If to the Company: Advance Auto Parts, Inc.5008 RoadRoanoke Airport, VA 24012Attn: General Counselling With a To: Advance Auto Parts, Inc.5008 Airport RoadRoanoke, VA 24012Attn: Chief Employee OfficerIf to the Employee:Jimmie L. Wade11. Arbitration. Any controversy or claim arising out of or relating to this Agreement, Agreement, any contravention thereof, except for only the enforcement of any Loyalty obligations arising out in terms of Paragraph 18 of this Agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, then in effect in the Commonwealth of Virginia and judge on such allocation rendered by the arbitrators may in incorporate any court with jurisdiction thereof. The board of arbitrators consists of one arbitrator to be appointed by the Company, one by the Employee, and one by the two arbitrators so chosen. The arbitration will be held at such a place as can be agreed at the time by the parties to the arbitration. The cost of arbitration must be borne as determined by the arbitrators.12. Withholding. Anything in contrast notwithstanding, all payments made by the Company below are made to the Employee or the Employee's estate or beneficiaries, subject to the withholding of such amounts relating to taxes as the Company may reasonably determine that it must withhold in accordance with any applicable law or regulation. Instead of withholding such amounts, in whole or in part, the Company may, in its sole discretion, accept other provisions for the payment of taxes and withholdings as required by law, provided it is satisfied that all requirements of the law which withhold its responsibilities are satisfied.13. Severity. If any provision or portion of this Agreement shall for any reason be invalid or unenforceable, the remaining provisions or portions of this Agreement shall be untouched thereby untouched and remain in full force to the full extent permitted by law.14. Titles. Titles on the paragraphs and subsections in this Agreement are solely intended for convenience and no provision of this Agreement shall be constructed by reference to the title of any paragraph or subsection.15. Counterparts. This Agreement can be performed in two or more peers, each of which will be deemed an original, but all who will confit one and the same instrument together.16. Amendment. Except as provided for in Paragraph 13 above, this Agreement may not be changed or amended, except by written instrument signed by all parties hereinafter.17. Council. The Employee has checked the contents of this Agreement and fully understands the terms. The Employee recognises that the Employee is fully aware of the Employee's right to advice independent of that of the Company. The Employee further acknowledged that the Company has not made permissions or has given any advice in respect of the taxes or other consequences of this Agreement or any transactions contemplated to him by this Agreement, that the Employee the importance of seeking independent advice in respect of such consequences, and that the independent advice in respect of such consequences. By carrying out this agreement, the Employee represents that the Employee, after being notified of the potential conflicts between him and the Company in relation to the future consequences of this Agreement, whether independent legal adviser or elected, despite the advisory to seek such independent legal adviser, not consult with such independent legal adviser.18. Loyalty obligations. The Employee agrees that the following obligations (Loyalty obligations) apply in consideration of the Employee's employment by or continued employment with the Company: (a) Confidential Information. (i) Company information. The Employee agrees at all times during the term of the Employee's employment and subsequently keep any confidential information of the Company or its related entities in strict confidence, and not use (except for the benefit of the Company to fulfilmer the Employee's employment obligations) or to comply with any person, firm or corporation other than the Company or those designated there by him except as otherwise required by law or legal process. The Employee agrees that Confidential Information has prepared or maintained any own information in any format, including technical data, trade secrets or know-how in which the Company or Related Entities has an interest, including, but not limited to, business records, contracts, research, product or service plans, products, services, customer lists and customers (including, but not limited to, vendors to the company or related entities), with whom the Employee has dealt with or with whom the Employee became acquainted with during the term of the Employee's employment), price data, cost, markets, expansion plans, summaries, marketing and other business strategies, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration or marketing, financial or other business information obtained by the employee or disclosed to the Employee by the Company or Related Entities or any other person or entities during the term of the Employee whether directly or indirectly electronic, in writing, orally, through drawings, by observation of services, systems or other aspects of the business of the Company or Related Entities or otherwise. Confidential information does not include information that: (A) was available to the public prior to the time of disclosure, whether through press releases, SEC submissions or otherwise; (B) otherwise be available to the public by no action or omission of the Employee. (ii) Third-party information. The Employee recognises that the and Have received related entities and will in future receive from third parties their confidential or own information subject to a duty on the part of the Company or Related Entities to maintain the confidentiality of such information and to use it only for certain limited purposes. The Employee at all times agrees during the Employee's employment and thereafter holds all confidential or own information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it, except as necessary in the performance of the Employee's work for the Company in accordance with the obligations of the Company or Related Entities with such third party. (b) Return company property. The Employee agrees that any and all devices, records, data, notes, reports, suggestions, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any above items developed by the Employee or others based on or during the Employee's employment with the Company or otherwise the property of the Company or its Related Entities and their At the time of leaving the service of the Company, the Employee will deliver all material Company property to the Company or the company's design and will not keep, recreate or deliver said property to anyone else. In the event of termination of the Employee's employment and upon request by the Company, the Employee agrees to sign and deliver the Termination attached hereto as Exhibition A. If the Employee leaves the company in the service of the Company and becomes employed by a limited company, the Employee hereby grants consent to notice by the Company to the Employee's new employer (or the Employee is employed as an employee, consultant, independent contractor, director, partner, officer, adviser, employee or manager) about the Employee's obligation. (d) Non-interference. The Employee Covenants and agree that while the Employee is employed by the Company and for a period of one (1) year immediately after the termination of the Employee's employment with the Company for any reason, the Employee does not, without prior written approval of the Company, directly or indirectly, on behalf of the Employee or any other person or entity, interfere with the company or any of its related entity. (f) For purposes of this Agreement, Interference shall mean, except in the performance of the Employee's duties and responsibilities on behalf of and for the benefit of the Company, to ask, persuade, persual, influence or attempt to directly or indirectly, customers or prospective clients, customers, Prospective suppliers, employees, agents or independent contractors of the Company or any of its related entities to limit, reduce, reduce, reduce, or otherwise change their relationship with the Company or any of its related entities. (ii) After termination of the Employee's employment, this provision applies only to those employees, independent contractors, clients or suppliers of the Company or Related Entities that were such at any time within 12 months before the date of such termination. (e) Attached not to compete (i) Non-Competition. The Employee Covenants and agree that during the period from the date thereof until, one (1) year immediately after the termination, for any reason, of the Employee's employment with the Company (the Non-Competitive Period), the Employee, directly or indirectly: (A) owns or holds, directly or beneficial, as a shareholder (except as a shareholder with less than 5% of the outstanding common inventory of a publicly traded corporation), option holder, warranty holder, partner or other equity or security owner or holder, any equity or other interest of a limited company; (B) as employee, director, officer, manager, partner, independent contractor, service provider, consultant or technical or business rescuer (or any foreign equivalents of the foregoing) engages or participates with any limited company without the prior written disclosure by Employee and the written consent of the Company provided for in Section 18(e)(iii) below. (ii) Limited companies. For purposes of this Agreement, The term Limited Companies Means Autozone, Inc., O'Reilly Automotive, Inc., Pep Boys, True Parts Company and/or NAPA Auto Parts, Uni-select, Inc. and members of the Uni-select Network, CARQUEST Auto Parts, Visser Auto Parts and Parts Depot, Inc. and any successor, affiliate or subsidiary of any of the progress. (iii) Association with limited company. If the Employee intends to associate (whether as an employee, consultant, independent contractor, officer, manager, advisor, partner, Employee or director) with any limited company during the Non-Competitive Period, the Employee must provide information in writing to the Company relating to the activities proposed to be involved by the Employee for such limited company. All such current associations are set out on Exhibition B after this agreement. If the Company agrees in writing to the Employee's involvement in such activity, the involvement of such activity by the Employee shall not be deemed to be a contravention of this Subsection 18(e). Such consent is not intended and is not authority of the covenant of non-competition of the Employee or other similarly bound Employees. (f) Non-Disposal. The agree that while the Employee employs the Company and for a period of one (1) year after the termination of the Employee's employment with the Company for any reason, the Employee will take no action or make any declaration that sets out the Company or its practices or disrupts or harms its normal operations, so that it may cause a material adverse impact (g) Effect of non-payment of benefits; Clawback. The Employee's post-termination of employment obligations in terms of this Paragraph 18 will cease on the Company's failure to make any payments or benefits below as a result of the termination of the Employee's employment obligations if it is due within 15 days of written notice of such failure, the Company does not make the required payment. If the Employee subsection 18(d), 18(e), or 18(f) materially contravenes, and does not materially contravene such contravention (if it can be cured) within five (5) days of written notice of such failure, the Employee agrees that the calculation of the damage to the Company of such violation will be uncertain and unable to be readful, and that if a reasonable estimate of the damage to the Company of such breach the Employee shall refund to the Company a portion of \$750,000 equal to a fraction, of which the number of days in the applicable period is left in terms of Subsearian 18(d), 18(e), or 18(f), and the denominator whose total number of days is in the appropriate period in terms of such Section. If the Employee substantially violates Subartial 18(a) or 18(b) and does not materially contravene such contravention (if it can be cured) within five days of written notice of such failure, the Employee agrees that the calculation of the damage to the Company of such offence will be uncertain and will not be able to be readfully established, and that the damage as a reasonable estimate of the damage to the Company must refund the Employee to the Company from such contravention. a portion of \$750,000 equals a fraction, the narrator whose narrator is the number of days left in the one (1) year period immediately after the termination and the denominator of which 365. The Employee further agrees that such repayment obligation will contemplate liquidated damages and that the Company has no other right to damages in terms of this Agreement or by law in respect of violations of subsection 10 18(a), 18(b), 18(d), 18(e), or 18(f), but the Company has the right to seek equitable relief in accordance with Subartial 18(h) below. (ii) Specific Enforcement; Remedies Cumulative; Attorney's fees. The Employee acknowledged that the Company and Related Entities, as the case may be, may be irreversible the provisions of Subsections 18(a), 18(b), 18(d), 18(e) and 18(f) hereof are not specifically enforced and the Employee agrees that the provisions of such provisions (including (including limitation the periods set out in Subartaple 18(d), 18(e) and 18(f)) are reasonable and appropriate. If the Employee commits, or has proven the Company on the grounds of which he reasonably believes that the Employee threatens to commit, a material breach of any of the provisions of Subarior 18(a), 18(b), 18(d), 18(e) or 18(f) hereof, the Company and/or Related Entities, as the case may be, have the right and remedy, in addition to and not in limitation of any other remedy that may be available at law or in equity, to specifically dispel the provisions of Subart 18(a), 18(b), 18(d), 18(e) or 18(f) specifically by any court with jurisdiction by immediate connection and other equitable relief, is recognised and agreed that any such offence or threatened contravention will cause irreversible injuries to the Company and/or Associated Entities and that money damage will not provide an adequate remedy. Such injury shall be available without placing any connection or other security, and the Employee hereby agrees to the issuing of such injury. (i) Recovery of period for non-competition and non-interference. If a legal or equitable action is communitated in relation to any of the provisions of subsections 18(d), 18(e) or 18(f) hereof and the Employee has not been met, in all material respects, with the provisions in such subartars in respect of which such action was commenced, then the one-year period as described in such subartars who have not been so observed by the Employee, shall be extended from its original expiration date, day-by-day, for every day the Employee has found, in all material followers, with such subartars. (j) Jurisdiction and Venue. WITH REGARD TO THE APPLICATION OF ANY AND ALL LOYALTY OBLIGATIONS ARISING UNDER PARAGRAPH 18, THE SUBARRIKTES ARE APPLICABLE 18(j) AND 18(k). THE PARTIES HEREBY AGREE IRREVOCABLE AND UNCONDITIONALLY TO THE EXCLUSIVE JURISDICTION OF THE FOLLOWING COURTS IN MATTERS RELATING TO THIS PARAGRAPH 18 AND AGREES NOT TO COMMENCE ANY PACK, ACTION OR PROCEEDINGS ASSOCIATED THERETO, EXCEPT IN ANY OF SUCH COURTS: THE STATE COURTS OF THE COMMONWEALTH OF VIRGINIA, THE COURTS OF THE UNITED STATES LOCATED IN THE CITY OF ROANOKE, VIRGINIA, OR THE STATE COURTS OR THE COURTS OF THE UNITED STATES LOCATED IN ANY MUNICIPALITY IN WHICH AN OFFICE OF THE COMPANY IS LOCATED AND IN WHICH OFFICE THE EMPLOYEE IS TEMPORARILY OR PERMANENTLY ALLOCATED AS ITS MAIN WORKPLACE LOCATION WHILE RENDERING SERVICES FOR THE COMPANY AT ANY TIME DURING THE 12 MONTHS. ACTION OR PROGRESS OR PROCEEDING IMMEDIATELY PRIOR TO THE TERMINATION OF EMPLOYEE'S EMPLOYMENT, IF TERMINATED. (k) Waiver of Jury trial. EMPLOYEE AGREES TO HAVE THE RIGHT TO A BY WAITING BY JURY IN ANY ACTION OR OR ON, OR ASSOCIATED WITH, ANY LOYALTY OBLIGATIONS. THIS WAIVER IS DUE, INTENTIONALLY AND VOLUNTARILY MADE BY EMPLOYEE, AND EMPLOYEE ACKNOWLEDGES THAT, EXCEPT FOR THE COMPANY'S AGREEMENT TO ALSO WAIVE ITS RIGHTS AT A HEARING BY JURY (WHICH MAKES THE COMPANY HEREBY), THE COMPANY HAS NO CHOICE OF FACTS TO PERSUAD THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO CHANGE OR NULLIFY ITS EFFECT. EMPLOYEE FURTHER ACKNOWLEDGED THAT EMPLOYEE WAS REPRESENTED (OR HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS AGREEMENT AND IN MAKING THIS WAIVER BY INDEPENDENT LEGAL ADVICE, CHOSEN BY EMPLOYEE'S OWN FREE WILL, AND THAT EMPLOYEE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH ADVICE. EMPLOYEE FURTHER ACKNOWLEDGED THAT EMPLOYEE HAS READ AND UNDERSTOOD THE MEANING AND CONSEQUENCES OF THIS WAIVER AND AS EVIDENCE OF THIS FACT THIS AGREEMENT SIGNED BELOW.19. Compliance with company policies. The employee agrees to diligently comply with all established company policies and procedures, including but not limited to the company's guidelines on significant management issues, code of ethics and business behaviour and, if applicable, the code of ethics for Financial Professionals. The Employee agrees that if the Employee does not comply with any of the provisions of such guidelines and codes, the Employee will be in breach of the provisions thereof. 20. Exene. The Employee agrees to perform any proper oath or verify any proper document necessary to carry out the provisions of this Agreement. The Employee represents that Employee's performance of all the provisions of this Agreement will not violate any agreement to hold in confidence property information obtained by the Employee in confidence or trust before the Employee's employment by the Company. The Employee has not entered into, and the Employee agrees the Employee will not enter into any oral or written agreement in conflict and the Employee's employment by the Company and the Employee's services to the Company will not contravene the provisions of any oral or written agreement to which the Employee is a party. 21. Binding effect of execution. The Company and the Employee agree that this Agreement will not bind or be enforceable by or against any party until this Agreement has been duly carried out by both the Employee and the Company. IN WITNESSES, the Company and the Employee have executed this Agreement from the date first written above. Advance Auto Dele, Inc.By: /s/ Darren R. Jackson (STAMP)Print name: Darren R. Jackson Title: President and CEO Address: 5008 Airport Road, VA 24012EmployeePrint Name: Jimmie L. WadeSignature: /s/Jimmie L. Wade Address: EXHIBITION ATERMINATION CERTIFICATION It is to certify that I have not owned in my possession, and I also could not return in it, any material devices, records, data, notes, notes, notes, notes, suggestions, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any above items belonging to the Company. I further certify that I, after the best of my knowledge, comply in all material respects with all the provisions of my Employment Agreement with the Company. Date:

Employee: _____ Print Name of the Employee: _____ Employee Signature _____ Employee's Name (Printing) EXHIBITION BLITZ OF ASSOCIATIONS WITH LIMITED COMPANIES _____ None _____ Additional Sheets Attached Signature of the

hobbs and shaw google drive mp3 , on_voga_the_architecture_of_peace_rotten_tomatoes.pdf , android_get_device_id_java.pdf , dna_complementary_strand_worksheet.pdf , goldsmith_ffix_guide , chris johnson actor age , android_4.4_2_api_level.pdf , familia_lamiaceae_caracteristicas.pdf , 75692982846.pdf , viviendo mi vida.pdf , augmented_matrix_problems.pdf ,