



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Contract # 0601343

FIRST AMENDMENT TO AGREEMENT TO PROVIDE AUTOMOTIVE PARTS

THIS FIRST AMENDMENT to the Agreement to provide Automotive Parts and Accessories for Light Duty Vehicles (the "Amendment") is made and entered into this 18th day of January, 2007 by and between the CITY OF CHARLOTTE, a North Carolina municipal corporation (the "City") and AutoZone Stores, Inc., a corporation doing business in the State of North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

- A. The City and the Company entered into a written Master Purchase Agreement dated June 26, 2006 (the "Agreement") pursuant to which the Company agreed to provide Automotive Parts and Accessories for Light Duty Vehicles to the City of Charlotte and all other government agencies that elect to access the Master Agreement through U.S. Communities.
- B. The parties now desire to amend the Agreement by making certain changes and clarifications to the term and/or pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

AGREEMENT

1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
2. Changes to Agreement. In order to effectuate the intent of the parties, the Agreement is hereby amended as follows:
 - a. Pursuant to Section 3.16 of RFP #269-2006-060, the parties agree to add new categories of products as follows to Exhibit A of the Agreement:
 - **Automotive Tools:** available at AutoZone's lowest zone pricing with no additional discount.
 - **ALLDATA:** electronic diagnostic and repair information and services are available at price points outlined in Attachment A to this Amendment #1.
3. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.

4. In all other respects and expect as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

ATTESTED:

AUTOZONE STORES, INC.

By: _____

By: [Signature]

Title: _____

Title: VP Commercial

By: [Signature]

Title: VP, Commercial

ATTESTED:

CITY OF CHARLOTTE

By: [Signature]
City Clerk

By: [Signature]

Title: KEY BUSINESS EXECUTIVE

[Signature]
June 2/5/22

**AUTOZONE
ALLDATA PRICING**

DVD/Online Government and Library*			
<i>*Subscription price per each physical site</i>	Single Site	Multi site, 2-10	Multi site 11+
All Makes	\$1,995.00	\$1,500.00	\$1,320.00
Renewals	\$1,500.00	\$1,500.00	\$1,320.00
Service Advisor (SA)	\$100/yr	\$100/yr	\$100/yr
DVD Notes			
1. Includes 1 "white" key 2. Does Not include Service Advisor 3. SA Requires current subscription to full program 4. One time charge for additional key(s) during continuous subscription period 5. If additional keys are ordered, they will all be "timer" keys (blue) 6. Keys will "time-out" is subscription not renewed 7. Multiple "timer" keys will be replaced with single white key when subscription lapses 8. Multi-site must be purchased and paid for by one agency 9. Must re-purchase additional keys when subscription is renewed after a lapse			

Additional Keys or Nodes			
	\$	Per Node	Per Month
Nodes for Online	10.00	Per Node	
Keys for DVD	\$ 85.00	Per Key	1. One time charge for additional key(s), during continuous subscription period 2. Timer keys sent, will "time out" is subscription not renewed 3. Re-purchase of additional keys required if they lapse and then renew at a later date