

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FOR LIGHT-DUTY AUTO PARTS
Between the State of Arkansas and AutoZone Stores, Inc.
FOR (Light Duty Auto Parts)
WSCA CONTRACT # MA 5-09-99-28**

This Participating Addendum ("Addendum") will add the State of Arkansas (the "State") as a Participating State to purchase from the WSCA Agreement, Number MA 5-09-99-28, with AutoZone Stores, Inc. ("Contractor").

1. **Scope:** All government agencies within the State of Arkansas and local public procurement units ("Purchasing Entities") are authorized to purchase products under the terms and conditions of this Addendum and the WSCA Master Agreement.

2. **Changes:** Below.

Record Retention, Access and Accounting Provisions:: The vendor must maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles. Access to Contractor's records relating to purchases made under this Addendum will be granted upon request, to State or Federal government entities or its designated officials, or any of their duly authorized representatives. Such records will be made available, upon request, to the State of Arkansas' designee(s) at any time during the term of this Addendum and any extension thereof, and for five (5) years from the date of the relevant transaction.

Payments: Payments shall be submitted to the contractor at the address shown on the invoice. Payment shall be tendered to the Contractor within thirty (30) days of the date of invoice. After the sixtieth (60th) day from the date of the invoice, unless mutually agreed to, interest shall be paid on the unpaid balance due to the Contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency shall make a good-faith effort to pay Contractor within thirty (30) days of the date of invoice.

Reports: The Contractor shall submit quarterly reports to the State's contract administrator, showing the quantities and dollar volume of purchases made by each participating entity.

3. **Lease Agreements:** None

4. **Primary Contact:** Participating Entity's primary contact for this Participating Addendum is:

Name: John Leverett, Administrator, Office of State Procurement
Address: 1509 West 7th St, Room 300, Little Rock, AR 72201-4222
Telephone: (501) 683-2222
Fax: (501) 324-9311
Email: john.leverett@dfa.arkansas.gov

5. **Price Agreement Number:** All Purchase Orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include WSCA MA # 5-09-99-28 and the Arkansas State contract number: 46000- 2 2 7 8 2 (final contract number to be inserted once Addendum is finalized).
6. **Purchase Orders:** All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement. Purchases hereunder are governed by the terms, conditions and specifications of Western States Contracting Alliance ("WSCA") Price Agreement, Number MA 5-09-99-28 (the "WSCA Master Agreement"). Any terms or conditions contained in any purchase order or other communication or document of

Purchaser which are inconsistent with or are in addition to the terms and conditions of the WSCA Master Agreement will be void.

7. **Subcontractors:** The following subcontractor(s) are authorized to perform services: NONE.

8. **Order of Precedence:** The parties acknowledge and agree that:

In the event of a conflict between the terms contained in the WSCA Master Agreement and this Participating Addendum, the terms and conditions of this Participating Addendum will control as between Contractor and the Participating Entity.

This Participating Addendum and the WSCA Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the WSCA Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the WSCA Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the WSCA Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms and such inconsistent or additional terms will be void.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:
State of Arkansas Purchasing Division

By: Jane Benton
Name: JANE BENTON
Title: ADMINISTRATOR
Date: 10/9/11

Contractor:
AutoZone Stores, Inc.

By: [Signature]
Name: Eric Galt
Title: VP Corp
Date: 10/5/11
By: [Signature]
Name: Robert D. Olsen
Title: Corporate Development Officer
Date: 10-5-11

APPROVED AS TO LEGAL FORM
A. CHESN Je 10/9/11