

SECOND AMENDMENT TO AGREEMENT TO PROVIDE AUTOMOTIVE PARTS

THIS SECOND AMENDMENT to the Agreement to provide Automotive Parts and Accessories for Light Duty Vehicles (the "Amendment") is made and entered into this 1st day of December 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 Agreement dated June 27, 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 which are not defined in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Agreement is hereby amended as follows:

Participating public agencies electing to purchase the ALLDATA electronic diagnostic and repair services shall issue a purchase order directly to ALLDATA, LLC, an affiliate of the Company, for these services. Participating agencies will receive invoices from, and remit payments directly to, ALLDATA LLC for all associated ALLDATA services and products.

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 except 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.

AUTOZONE STORES, INC.

By: [Signature]

Name: Brian Miller

Title: VP Commercial

Date: 12/5/07

By: [Signature]

Name: LARRY ROESSEL

Title: SVP COMMERCIAL

Date: 12/5/07

APPROVED AS TO LEGAL FORM
BY: [Signature] 12/14/07

ATTESTED:

Dep. [Signature]
By: [Signature]
City Clerk

CITY OF CHARLOTTE

By: [Signature]

Title: Asst. City Manager