



STATE OF NORTH CAROLINA
CITY OF MECKLENBURG

CONTRACT NO. 0601343

MASTER PURCHASE AGREEMENT

This Master Purchase Agreement (the "Agreement") is entered into as of this 26th day of June 2006 (the "Effective Date"), by and between AutoZone Stores, Inc., for itself and on behalf of its affiliates (collectively, the "Company"), and the City of Charlotte, a political subdivision of the State of North Carolina (the "City").

Statement of Background and Intent

- A. The City issued a "Request for Proposals for Automotive Parts and Accessories for Light Duty Vehicles" Number 269-2006-060, dated March 28, 2006 requesting proposals from qualified firms to provide the City and other Participating Public Agencies with Automotive Parts and Accessories, hereafter referred to as ("Products"). This Request for Proposals, together with all Exhibits, Appendices and Addenda, is referred to herein as the "RFP".
- B. In response to the RFP, the Company submitted to the City a proposal dated May 2, 2006. This proposal, together with Automotive Parts and Accessories for Light Duty Vehicles, all attachments and any separately sealed confidential trade secrets, is referred to herein as the "Proposal."
- C. The City and the Company have negotiated and now desire to enter into an Agreement for the Company to provide Automotive Parts and Accessories to the City and other participating public agencies in accordance with the terms and conditions set forth herein.
- D. Charlotte-Mecklenburg (herein "Lead Public Agency"), in cooperation with the U.S. Communities Purchasing & Finance Agency (herein "U.S. Communities"), and on behalf of other public agencies that elect to access the Master Agreement (herein "Participating Public Agencies"), competitively solicited and awarded the Master Agreement to Company. Lead Public Agency has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Master Agreement to Participating Public Agencies. Company shall sign and return to U.S. Communities the Administration Agreement attached hereto and incorporated herein as Exhibit E.

Lead Public Agency is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be held liable or responsible for any costs, damages, liability or other obligation incurred by the Participating Public Agencies. Company shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Master Agreement.

The Master Agreement shall be construed to be in accordance with and government by the laws of the State in which the Participating Public Agency exists. Participating Public Agencies are required to register on-line with U.S. Communities at www.uscommunities.org. The registration allows the Participating Public Agency to enter into a Master Intergovernmental Cooperative Purchasing Agreement ("MICIPA"), which is intended to allow the Participating Public Agencies to meet applicable legal requirements and facilitate access to the Master Agreement and the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

AGREEMENT

1. INCORPORATION OF EXHIBITS.

The parties acknowledge and agree that the following Exhibits are hereby incorporated into and made a part of this Agreement by reference:

- Exhibit A: Contract Pricing and Discounts
- Exhibit B: Company's Proposal
- Exhibit C: Delivery and Freight Schedules
- Exhibit D: RFP #269-2006-060
- Exhibit E: U.S. Communities Administrative Agreement
- Exhibit F: U.S. Communities Supplier Standards and Commitments

Any conflict between language in an Exhibit to this Agreement and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. DEFINITIONS.

The following terms shall have the following meanings for purposes of this Agreement (including all Exhibits):

- 2.1. "AFFILIATES" shall mean all departments or units of the City, Mecklenburg County, and all other public agencies.
- 2.2. "AGREEMENT" shall mean this Agreement including all Attachments and Exhibits, City of Charlotte's RFP No. 269-2006-060, all subsequent Addenda issued in connection with the RFP, the Company's proposal dated May 2, 2006 in response to the RFP as referenced and incorporated herein as though fully set forth.
- 2.3. "CONTRACTING AGENT" refers to the City of Charlotte, North Carolina.
- 2.4. "EFFECTIVE DATE" refers to the date this Agreement is fully executed by all parties to the Agreement.
- 2.5. "EQUIPMENT MANAGEMENT" refers to the City of Charlotte, Equipment Maintenance Division.
- 2.6. "LEAD PUBLIC AGENCY" refers to Charlotte Mecklenburg Procurement Services Division
- 2.7. "PRODUCTS" shall mean the Automotive Parts and Accessories for Light Duty Vehicles and related services to be provided by the Company as identified and described in this Agreement, including Exhibits.
- 2.8. "PARTICIPATING PUBLIC AGENCY" shall mean any and all government agencies, except Federal, that have the authority to purchase from another public agency's competitively solicited contract including Counties, Cities, Towns, Villages, Special Districts, Public Schools, Community Colleges, Universities, State Agencies and Non profit agencies providing services on behalf of government agencies.

