

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**TWELFTH AMENDMENT TO THE AGREEMENT TO PROVIDE
AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES**

THIS TWELFTH AMENDMENT TO THE AGREEMENT TO PROVIDE AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES (this "Twelfth Amendment") is made and entered into this 22nd of March 2023, by and between Advance Stores Company, Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Automotive Parts and Accessories and Related Products and Services dated January 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Automotive Parts and Accessories and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract with the First Amendment dated January 1, 2018 to incorporate price adjustments.
- C. The parties amended the Contract with the Second Amendment dated February 1, 2018 to incorporate alternate sourcing systems with margin percentage above actual cost to Company.
- D. The parties amended the Contract with the Third Amendment dated September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract with the Fourth Amendment dated January 1, 2019 to incorporate price adjustments due to aluminum and steel tariffs and crude oil price increases.
- F. The parties amended the Contract with the Fifth Amendment dated January 1, 2020 to renew the contract for the first of two, two-year terms and incorporate unit price adjustments.
- G. The parties amended the Contract with the Sixth Amendment dated January 1, 2021 to incorporate price adjustments and additional discounts on qualified heavy-duty automotive filters.
- H. The parties amended the Contract with the Seventh Amendment dated July 1, 2021 to incorporate price adjustments and the Domestic (U.S.) Procurement Preference clause.
- I. The parties amended the Contract with the Eighth Amendment dated January 1, 2022 to renew the contract for the second of two, two-year terms and incorporate unit price adjustments.
- J. The parties amended the Contract with the Ninth Amendment dated January 1, 2022 to replace the Pricing Sheets and Commercial Non-Discrimination clause.
- K. The parties amended the Contract with the Tenth Amendment dated July 1, 2022 to replace the Pricing Sheets.
- L. The parties amended the Contract with the Eleventh Amendment dated December 21, 2022 to replace the Pricing Sheets.
- M. The parties now desire to amend the Contract to extend the Term of the Contract for an additional six (6) month term and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Twelfth Amendment by reference.
2. Defined terms used in this Twelfth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Twelfth Amendment extends the Term of the Contract for an additional six (6) month term to expire on June 30, 2024.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Twelfth Amendment to be executed as of the date first written above.

ADVANCE STORES COMPANY, INC:

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
Todd Sanders (Mar 3, 2023 07:36 EST)

(signature)

BY: _____
(signature)

PRINT NAME: Todd Sanders

PRINT NAME: _____

TITLE: SVP Strategic Accounts

TITLE: _____

DATE: March 2, 2023

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: March 20, 2023

Submitted by: Lenore Bishop

Submitter email: lenore.bishop@charlottenc.gov

Contract #: 2017000280

Amendment #: 12

Contract Name: Automotive Parts and Accessories and Related Products and Services

Vendor Legal Name: Advance Stores Company, Inc.

Vendor #: 301178

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f08f2b82106208b08804836a6d96b8

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES**

THIS ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES (this "Eleventh Amendment") is made and entered into this 21st of December 2022, by and between Advance Stores Company, Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Automotive Parts and Accessories and Related Products and Services dated January 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Automotive Parts and Accessories and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract with the First Amendment dated January 1, 2018 to incorporate price adjustments.
- C. The parties amended the Contract with the Second Amendment dated February 1, 2018 to incorporate alternate sourcing systems with margin percentage above actual cost to Company.
- D. The parties amended the Contract with the Third Amendment dated September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract with the Fourth Amendment dated January 1, 2019 to incorporate price adjustments due to aluminum and steel tariffs and crude oil price increases.
- F. The parties amended the Contract with the Fifth Amendment dated January 1, 2020 to renew the contract for the first of two, two-year terms and incorporate unit price adjustments.
- G. The parties amended the Contract with the Sixth Amendment dated January 1, 2021 to incorporate price adjustments and additional discounts on qualified heavy-duty automotive filters.
- H. The parties amended the Contract with the Seventh Amendment dated July 1, 2021 to incorporate price adjustments and the Domestic (U.S.) Procurement Preference clause.
- I. The parties amended the Contract with the Eighth Amendment dated January 1, 2022 to renew the contract for the second of two, two-year terms and incorporate unit price adjustments.
- J. The parties amended the Contract with the Ninth Amendment dated January 1, 2022 to replace the Pricing Sheets and Commercial Non-Discrimination clause.
- K. The parties amended the Contract with the Tenth Amendment dated July 1, 2022 to replace the Pricing Sheets.

- L. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Eleventh Amendment by reference.
2. Defined terms used in this Eleventh Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Sheets in Exhibit A of the Contract are hereby modified due to the adjustments in the Retail List Price of the 2023 Price File for City of Charlotte / OMNIA Partners which are attached hereto as Exhibit A.3. The Discount Schedule remains the same for the life of the Contract.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017000280

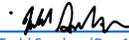
Amendment#: 11

Vendor#: 301178

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Eleventh Amendment to be executed as of the date first written above.

ADVANCED STORES COMPANY, INC.:

**CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE**

BY:  _____
Todd Sanders (Dec 19, 2022 14:29 EST)
(signature)

BY: _____
(signature)

PRINT NAME: Todd Sanders

PRINT NAME: _____

TITLE: SVP Strategic Accounts

TITLE: _____

DATE: December 19, 2022

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: December 21, 2022

Submitted by: Lenore Bishop

Submitter email: lenore.bishop@charlottenc.gov

Contract #: 2017000280

Amendment #: 11

Contract Name: Automotive Parts and Accessories and Related Products and Services

Vendor Legal Name: Advance Stores Company, Inc.

Vendor #: 301178

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f98f2b82108208108604836a8d96b851

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**NINTH AMENDMENT TO THE AGREEMENT TO PROVIDE
AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES**

THIS NINTH AMENDMENT TO THE AGREEMENT TO PROVIDE AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES (this "Ninth Amendment") is made and entered into this 1st of January 2022, by and between Advance Stores Company, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated January 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Automotive Parts and Accessories and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract with the First Amendment dated January 1, 2018 to incorporate price adjustments.
- C. The parties amended the Contract with the Second Amendment dated February 1, 2018 to incorporate alternate sourcing systems with margin percentage above actual cost to Company.
- D. The parties amended the Contract with the Third Amendment dated September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract with the Fourth Amendment dated January 1, 2019 to incorporate price adjustments due to aluminum and steel tariffs and crude oil price increases.
- F. The parties amended the Contract with the Fifth Amendment dated January 1, 2020 to renew the contract for the first of two, two-year terms and incorporate unit price adjustments.
- G. The parties amended the Contract with the Sixth Amendment dated January 1, 2021 to incorporate price adjustments and additional discounts on qualified heavy-duty automotive filters.
- H. The parties amended the Contract with the Seventh Amendment dated July 1, 2021 to incorporate price adjustments and the Domestic (U.S.) Procurement Preference clause.
- I. The parties amended the Contract with the Eighth Amendment dated January 1, 2022 to renew the contract for the second of two, two-year terms and incorporate unit price adjustments.
- J. The parties now desire to amend the Contract to incorporate price adjustments, modification to the Commercial Non-Discrimination clause and certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Ninth Amendment by reference.

2. Defined terms used in this Ninth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Sheets in Exhibit A of the Contract is hereby replaced in its entirety due to the adjustments in the 2022 Price File for City of Charlotte / OMNIA Partners which are attached hereto as Exhibit A.1.
4. Section 34 of the Contract (“Non-Discrimination”) is hereby replaced in its entirety as provided below:

REQUIRED BY CITY ORDINANCE: COMMERCIAL NON-DISCRIMINATION. Advance Stores Company, Inc. agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Advance Stores Company, Inc. consents to be bound by the award of any arbitration conducted thereunder.”

5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Ninth Amendment to be executed as of the date first written above.

ADVANCE STORES COMPANY, INC.

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: Casey Brannigan
Casey Brannigan (Nov 17, 2021 19:13 EST)
(signature)

BY: _____
(signature)

PRINT NAME: M. Casey Brannigan

PRINT NAME: _____

TITLE: SVP, Customer Engagement

TITLE: _____

DATE: November 10, 2021

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: June 28, 2022

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017000280

Amendment #: 9

Contract Name: Automotive Parts and Accessories and Related Products and Services

Vendor Legal Name: Advance Stores Company, Inc.

Vendor #: 301178

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Brent Cagle
Key: f98f2b82106208b08604836a6396b851



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. Three James Center 1051 East Cary Street, Suite 900 Richmond, VA 23219 Attn: AdvanceStores.CertRequest@marsh.com CN103091922-GPI-GAWU5-21-22	CONTACT NAME: _____	
	PHONE (A/C No. Ext): _____	FAX (A/C No.): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: N/A		N/A
INSURER C: See Additional Page		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CLE-006632093-32 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Self-Insured Retention 500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			XSLG72484344	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,500,000 MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 3,500,000 _____ \$ _____
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY			ISAH25547536	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	SEE ADDITIONAL PAGE	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract number -2017000280-9.

City of Charlotte is included as an Additional Insured as respects to General Liability and Automobile Liability, where required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Charlotte Department of General Services City Procurement 600 East Fourth Street Charlotte, NC 28202-2850	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Advance Stores Company, Incorporated 2635 E. Millbrook Road Raleigh, NC 27604	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation Policies:

Policy Number: WLRC67822857 (AOS)

Carrier: Indemnity Insurance Company of North America (NAIC 43575)

Effective Date: 06/01/2021

Expiration Date: 06/01/2022

Policy Number: SCFC67822894 (WI)

Carrier: ACE Fire Underwriters Ins. Co. (NAIC 20702)

Effective Date: 06/01/2021

Expiration Date: 06/01/2022

Policy Number: WLRC6782281A (AZ, MA)

Carrier: ACE American Insurance Company (NAIC 22667)

Effective Date: 06/01/2021

Expiration Date: 06/01/2022

Policy Number: WCUC67822778 (CA, FL, GA, NC, PA, VA)

Carrier: ACE American Insurance Company (NAIC 22667)

Effective Date: 06/01/2021

Expiration Date: 06/01/2022

SIR: \$750,000

Policy Number: WCUC67822936 (OH)

Carrier: ACE American Insurance Company (NAIC 22667)

Effective Date: 06/01/2021

Expiration Date: 06/01/2022

SIR: \$500,000

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE
AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES**

THIS EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES (this "Eighth Amendment") is made and entered into this 1st of January 2022, by and between Advance Stores Company, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated January 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Automotive Parts and Accessories and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract with the First Amendment dated January 1, 2018 to incorporate price adjustments.
- C. The parties amended the Contract with the Second Amendment dated February 1, 2018 to incorporate alternate sourcing systems with margin percentage above actual cost to Company.
- D. The parties amended the Contract with the Third Amendment dated September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract with the Fourth Amendment dated January 1, 2019 to incorporate price adjustments due to aluminum and steel tariffs and crude oil price increases.
- F. The parties amended the Contract with the Fifth Amendment dated January 1, 2020 to renew the contract for the first of two, two-year terms and incorporate unit price adjustments.
- G. The parties amended the Contract with the Sixth Amendment dated January 1, 2021 to incorporate price adjustments and additional discounts on qualified heavy-duty automotive filters.
- H. The parties amended the Contract with the Seventh Amendment dated July 1, 2021 to incorporate price adjustments and the Domestic (U.S.) Procurement Preference clause.
- I. The parties now desire to amend the Contract to extend the Term of the Contract by the second of two (2) two-year renewal terms and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Eighth Amendment by reference.
- 2. Defined terms used in this Eighth Amendment shall have the same meaning as are assigned to such terms in the Contract.

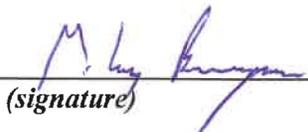
3. This Eighth Amendment extends the Term of the Contract by the second of two (2) two-year renewal terms to expire on December 31, 2023.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Eighth Amendment to be executed as of the date first written above.

ADVANCE STORES COMPANY, INC.

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

BY: _____
(signature)

PRINT NAME: Michael Casey Brannigan

PRINT NAME: _____

TITLE: SVP, Customer Engagement

TITLE: _____

DATE: Sept. 16, 2021

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: September 27, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017000280

Amendment #: 8

Contract Name: Automotive Parts and Accessories and Related Products and Services

Vendor Legal Name: Advance Stores Company, Inc.

Vendor #: 301178

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Brent Cagle
Key: f98f2b82108208b08604836a6396b851



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. Three James Center 1051 East Cary Street, Suite 900 Richmond, VA 23219 Attn: AdvanceStores.CertRequest@marsh.com CNT103091922--GAWC-21-22	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : See Additional Page		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES	CERTIFICATE NUMBER: CLE-006788108-01	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Self-Insured Retention 500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			XSLG72484344	06/01/2021	06/01/2022	EACH OCCURRENCE	\$ 1,500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,500,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,500,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH25547536	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	SEE ADDITIONAL PAGE	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract Amendment 2017000280-8.

City of Charlotte, NC is included as additional insured where required by written contract with respect to general liability and automobile liability.

CERTIFICATE HOLDER City of Charlotte, NC Genetta N. Carothers, A.P.P.; CLGPO CCPA Program Administrator General Services - City Procurement 600 East 4th Street 2nd Floor Charlotte, NC 28202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
--	--

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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Advance Stores Company, Incorporated and Advance Auto Parts, Inc. 2635 E. Millbrook Road Raleigh, NC 27604	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Workers' Compensation Policies:

Policy Number: WLRC67822857 (AOS)
 Carrier: Indemnity Insurance Company of North America (NAIC 43575)
 Effective Date: 06/01/2021
 Expiration Date: 06/01/2022

Policy Number: SCFC67822894 (WI)
 Carrier: ACE Fire Underwriters Ins. Co. (NAIC 20702)
 Effective Date: 06/01/2021
 Expiration Date: 06/01/2022

Policy Number: WLRC6782281A (AZ, MA)
 Carrier: ACE American Insurance Company (NAIC 22667)
 Effective Date: 06/01/2021
 Expiration Date: 06/01/2022

Policy Number: WCUC67822778 (CA, FL, GA, NC, PA, VA)
 Carrier: ACE American Insurance Company (NAIC 22667)
 Effective Date: 06/01/2021
 Expiration Date: 06/01/2022
 SIR: \$750,000

Policy Number: WCUC67822936 (OH)
 Carrier: ACE American Insurance Company (NAIC 22667)
 Effective Date: 06/01/2021
 Expiration Date: 06/01/2022
 SIR: \$500,000



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: June 21, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017000280

Amendment #: 7

Contract Name: Automotive Parts and Accessories and Related Products and Services

Vendor Legal Name: Advance Stores Company, Inc.

Vendor #: 301178

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Brent Cagle
Key: f98f2b82106208b08604836a6396b851

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**SEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES**

THIS SEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES (this "Seventh Amendment") is made and entered into this 1st of July 2021, by and between Advance Stores Company, Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for automotive parts and accessories and related products and services dated January 1, 2017 (the "Contract") pursuant to which the Company agreed to provide automotive parts and accessories and related products and services for the City of Charlotte.
- B. The parties amended the Contract with the First Amendment dated January 1, 2018 to incorporate price adjustments.
- C. The parties amended the Contract with the Second Amendment dated February 1, 2018 to incorporate alternate sourcing systems with margin percentage above actual cost to Company.
- D. The parties amended the Contract with the Third Amendment dated September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract with the Fourth Amendment dated January 1, 2019 to incorporate price adjustments due to aluminum and steel tariffs and crude oil price increases.
- F. The parties amended the Contract with the Fifth Amendment dated January 1, 2020 to renew the contract for the first of two, two-year terms and incorporate unit price adjustments.
- G. The parties amended the Contract with the Sixth Amendment dated January 1, 2021 to incorporate price adjustments and additional discounts on qualified heavy duty automotive filters.
- H. The parties now desire to amend the Contract to incorporate price adjustments and certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Seventh Amendment by reference.
- 2. Defined terms used in this Seventh Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The City consents to allow the Company to adjust unit prices for categories including but not limited to batteries, belts and hoses, brake pads, chassis, drums and rotors, filters, heavy duty accessories, oil, starters and alternators, and heavy duty drums offered in the Exhibit A – Price Adjustments for 2021,

due to tariffs and escalation in material costs. This adjustment makes the aggregate increase of 6.27% more than the pricing originally allowed in the current year of the Contract.

4. Exhibit E of the Contract (“Federal Contract Terms and Conditions”) is hereby appended as follows:
 7. **Domestic (U.S.) Procurement Preference.** Advance Stores Company, Inc. should, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) “manufactured products” means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Seventh Amendment to be executed as of the date first written above.

ADVANCE STORES COMPANY, INC.

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: Anthony A. Iskander
(signature)

BY: _____
(signature)

PRINT NAME: Anthony A. Iskander

PRINT NAME: _____

TITLE: SVP Finance & Treasurer

TITLE: _____

DATE: June 15, 2021

DATE: _____

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**SIXTH AMENDMENT TO THE AGREEMENT TO PROVIDE
AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES**

THIS SIXTH AMENDMENT TO THE AGREEMENT TO PROVIDE AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES (this Sixth Amendment") is made and entered into this 1st day of January 2021, by and between Advance Stores Company, Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated January 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Automotive Parts and Accessories and Related Products and Services for the City of Charlotte.
- B. The City and the Company agreed to amend the original Contract with the First Amendment dated January 1, 2018 to incorporate price adjustments.
- C. The City and the Company agreed to amend the original Contract with the Second Amendment dated February 1, 2018 to incorporate alternate sourcing systems with margin percentage above actual cost to Company.
- D. The City and the Company agreed to amend the original Contract with the Third Amendment dated September 1, 2018 to incorporate federal contract terms and conditions.
- E. The City and the Company agreed to amend the original Contract with the Fourth Amendment dated January 1, 2019 to incorporate unit price adjustments due to aluminum and steel tariffs and crude oil prices increases.
- F. The City and the Company agreed to amend the original Contract with the Fifth Amendment dated January 1, 2020 to renew the contract for the first of two, two year-terms and incorporate unit price adjustments.
- G. The parties now desire to amend the Contract to incorporate adjustments to unit pricing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Sixth Amendment by reference.
- 2. Defined terms used in this Sixth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Sixth Amendment incorporates unit price adjustments as specified in Exhibit A and becomes effective on January 1, 2021.
- 4. This Sixth Amendment incorporates an additional five percent (5%) discount off retail list price for public agencies who purchase \$120,000 or more of heavy duty automotive filters per year.
- 5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.

6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Sixth Amendment to be executed as of the date first written above.

ADVANCE STORES COMPANY, INC.

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION

BY: Casey Brannigan
Casey Brannigan (Nov 11, 2020 10:58 EST)
(signature)

BY: _____
(signature)

PRINT NAME: Casey Brannigan

PRINT NAME: _____

TITLE: SVP / Professional Customer Engagement

TITLE: _____

DATE: Nov 11, 2020

DATE: _____



**CITY OF
CHARLOTTE**
Digital Contract Routing Form
Non-Encumbered

Date Submitted: December 02, 2020

Submitted by: Genetta N. Carothers

Submitter email: gcarothers@charlottenc.gov

Contract #: 2017000280

Amendment #: 6

Contract Name: Automotive Parts and Accessories and Related Products and Services

Vendor Legal Name: Advance Stores Company, Inc.

Vendor #: 301178

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

<https://cnet/kbus/finance/Finance/pm/Pages/Contract-Review.aspx>

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com

Victoria O. Johnson

Key: f96f2b6210e209b090c4836a6d996b691

EXHIBIT A
PRICE ADJUSTMENTS FOR 2021
ADVANCE AUTO PARTS DISCOUNT SCHEDULE - EFFECTIVE JANUARY 1 - DECEMBER 31, 2021

PRODUCT GROUP	PRODUCT DEPARTMENT	PRODUCT CLASS	PRODUCT SUBCLASS	DISCOUNT OFF RETAIL
BATTERIES	BATTERY ACCESSORIES	CHARGERS, TERMINALS, CABLES		-33%
BATTERIES	AUTOMOTIVE BATTERIES	PREMIUM (PLATINUM)		-33%
BATTERIES	AUTOMOTIVE BATTERIES	BEST (GOLD)		-33%
BATTERIES	AUTOMOTIVE BATTERIES	BETTER (SILVER)		-33%
BATTERIES	AUTOMOTIVE BATTERIES	GOOD (AUTOMOTIVE)		-33%
BATTERIES	OTHER BATTERIES	AUTOMOTIVE BATTERIES, CHARGERS, TERMINALS, CABLES, SPECIALTY, FARM, GOLD, LAWN & GARDEN, MARINE, POWER SPORTS, WHEEL CHAIR		-33%
BATTERIES	SPECIALTY BATTERIES			-33%
AIR FILTERS	CABIN AIR FILTERS	PREMIUM		-25%
AIR FILTERS	CABIN AIR FILTERS	STANDARD		-25%
AIR FILTERS	CABIN AIR FILTERS	ECONOMY		-25%
AIR FILTERS	PREMIUM GRADE AIR FILTERS			-65%
AIR FILTERS	PERFORMANCE AIR FILTERS			-65%
AIR FILTERS	STANDARD GRADE AIR FILTERS			-57%
AIR FILTERS	ECONOMY GRADE AIR FILTERS			-65%
OIL FILTERS	PREMIUM GRADE OIL FILTERS			-65%
OIL FILTERS	PERFORMANCE OIL FILTERS			-65%
OIL FILTERS	STANDARD GRADE OIL FILTERS			-65%
OIL FILTERS	ECONOMY GRADE OIL FILTERS			-45%
OTHER FILTERS	FUEL FILTERS			-65%
MISCELLANEOUS FILTERS	AGRICULTURAL, PCV VALVES & BREATHER			8%
OTHER FILTERS	TRANSMISSION FILTERS			-65%
OTHER FILTERS	FILTER ACCESSORIES			-65%
BRAKES - DRUMS AND ROTORS	BRAKE ROTORS & DRUMS	Rotors	Brake Rotors Specialty	-35%
BRAKES - DRUMS AND ROTORS	BRAKE ROTORS & DRUMS	Rotors	Brake Rotors Better	-35%
BRAKES - DRUMS AND ROTORS	BRAKE ROTORS & DRUMS	Rotors	Brake Rotors - Frontline	-45%
BRAKES - DRUMS AND ROTORS	BRAKE ROTORS & DRUMS	Drums	Brake Drums Better	-35%
BRAKES - HARDWARE	BRAKE HARDWARE	BRAKE COMPONENTS	WEAR SENSORS	-35%
BRAKES - HARDWARE	BRAKE HARDWARE	BRAKE LINES		-35%
BRAKES - HYDRAULICS	BRAKE HYDRAULICS	Brake Calipers		-35%
BRAKES - HYDRAULICS	BRAKE HYDRAULICS	BRAKE HOSES, MASTER CYLINDERS, CABLES		-35%
BRAKES - HYDRAULICS	BRAKE BOOSTERS	Brake Booster		-35%
BRAKES - FRICTION, PADS & SHOES	BRAKE PADS	Brake Pads Premium		-35%
BRAKES - FRICTION, PADS & SHOES	BRAKE PADS	Brake Pads Best		-35%
BRAKES - FRICTION, PADS & SHOES	BRAKE PADS	Brake Pads Better		-35%
BRAKES - FRICTION, PADS & SHOES	BRAKE PADS	BRAKE PADS GOOD		-35%

**EXHIBIT A
PRICE ADJUSTMENTS FOR 2021**

ADVANCE AUTO PARTS DISCOUNT SCHEDULE - EFFECTIVE JANUARY 1 - DECEMBER 31, 2021

PRODUCT GROUP	PRODUCT DEPARTMENT	PRODUCT CLASS	PRODUCT SUBCLASS	DISCOUNT OFF RETAIL
BRAKES - FRICTION, PADS & SHOES	BRAKE SHOES	Brake Shoes Best		-35%
PAINT & CHEMICALS	GENERAL PURPOSE			-8%
PAINT & CHEMICALS	PAINT & BODY REPAIR CHEMICALS			-8%
PAINT & CHEMICALS	BULK & PROFESSIONAL			-8%
PAINT & CHEMICALS	TOUCH UP			-8%
PAINT & CHEMICALS	SPECIALTY PAINT			-8%
PAINT & CHEMICALS	PRIMER			-8%
PAINT & CHEMICALS	PAINT COATINGS			-8%
PAINT & CHEMICALS	MISCELLANEOUS PAINT			-8%
PAINT & CHEMICALS	COMMERCIAL PAINT			-8%
BODY REPAIR/TOOLS	TAPE & ADHESIVES			-8%
BODY REPAIR/TOOLS	ABRASIVES			-35%
BODY REPAIR/TOOLS	BODY FILLERS			-35%
BODY REPAIR/TOOLS	SPECIALTY REPAIR			-35%
BODY REPAIR/TOOLS	BODY TOOLS/ACCESSORIES			-35%
BODY REPAIR/TOOLS	FIBERGLASS REPAIR			-35%
BODY REPAIR/TOOLS	BODY TRIM & MOLDING			-35%
BODY REPAIR/TOOLS	WEATHERSTRIPPING			-35%
BODY REPAIR/TOOLS	COMMERCIAL BODY REPAIR			-35%
IGNITION/EMISSION - AIR INJECTION & O2 SENSORS	OXYGEN SENSORS	DIRECT FIT		-34%
IGNITION/EMISSION - AIR INJECTION & O2 SENSORS	OXYGEN SENSORS	UNIVERSAL		-34%
IGNITION/EMISSION - AIR INJECTION & O2 SENSORS	AIR INJECTION SYSTEM	SMOG & VACUUM PUMPS		-34%
IGNITION/EMISSION - ELECTRICAL COMPONENTS	ENGINE COMPUTER CONTROLS			-15%
IGNITION/EMISSION - ELECTRICAL COMPONENTS	VOLTAGE REGULATORS			-15%
IGNITION/EMISSION - ELECTRICAL COMPONENTS	SWITCHES & RELAYS			-18%
IGNITION/EMISSION - EMISSION SENSORS & VALVES	SENSORS, VALVES & TRANSMITTERS	Valves, TPMS		-22%
IGNITION/EMISSION - FUEL INJECTION COMPONENTS	FUEL INJECTION PARTS			-15%
IGNITION/EMISSION - FUEL SYSTEMS	CARBURETORS			-15%
IGNITION/EMISSION - FUEL SYSTEMS	FUEL PUMPS			-15%
IGNITION/EMISSION - FUEL SYSTEMS	GAS TANKS			-15%
IGNITION/EMISSION - IGNITION COMPONENTS	IGNITION CAPS & ROTORS			-15%
IGNITION/EMISSION - IGNITION COMPONENTS	IGNITION COILS & MODULES			-18%
IGNITION/EMISSION - IGNITION COMPONENTS	DISTRIBUTORS			-10%
IGNITION/EMISSION - WIRE	WIRESETS/COIL BOOTS			-20%

EXHIBIT A
PRICE ADJUSTMENTS FOR 2021
ADVANCE AUTO PARTS DISCOUNT SCHEDULE - EFFECTIVE JANUARY 1 - DECEMBER 31, 2021

PRODUCT GROUP	PRODUCT DEPARTMENT	PRODUCT CLASS	PRODUCT SUBCLASS	DISCOUNT OFF RETAIL
BATTERIES	BATTERY ACCESSORIES	CHARGERS, TERMINALS, CABLES		-33%
BATTERIES	AUTOMOTIVE BATTERIES	PREMIUM (PLATINUM)		-33%
BATTERIES	AUTOMOTIVE BATTERIES	BEST (GOLD)		-33%
BATTERIES	AUTOMOTIVE BATTERIES	BETTER (SILVER)		-33%
BATTERIES	AUTOMOTIVE BATTERIES	GOOD (AUTOMOTIVE)		-33%
BATTERIES	OTHER BATTERIES	AUTOMOTIVE BATTERIES, CHARGERS, TERMINALS, CABLES, SPECIALTY, FARM, GOLD, LAWN & GARDEN, MARINE, POWER SPORTS, WHEEL CHAIR		-33%
BATTERIES	SPECIALTY BATTERIES			-33%
AIR FILTERS	CABIN AIR FILTERS	PREMIUM		-25%
AIR FILTERS	CABIN AIR FILTERS	STANDARD		-25%
AIR FILTERS	CABIN AIR FILTERS	ECONOMY		-25%
AIR FILTERS	PREMIUM GRADE AIR FILTERS			-65%
AIR FILTERS	PERFORMANCE AIR FILTERS			-65%
AIR FILTERS	STANDARD GRADE AIR FILTERS			-57%
AIR FILTERS	ECONOMY GRADE AIR FILTERS			-65%
OIL FILTERS	PREMIUM GRADE OIL FILTERS			-65%
OIL FILTERS	PERFORMANCE OIL FILTERS			-65%
OIL FILTERS	STANDARD GRADE OIL FILTERS			-65%
OIL FILTERS	ECONOMY GRADE OIL FILTERS			-45%
OTHER FILTERS	FUEL FILTERS			-65%
MISCELLANEOUS FILTERS	AGRICULTURAL, PCV VALVES & BREATHER			8%
OTHER FILTERS	TRANSMISSION FILTERS			-65%
OTHER FILTERS	FILTER ACCESSORIES			-65%
BRAKES - DRUMS AND ROTORS	BRAKE ROTORS & DRUMS	Rotors	Brake Rotors Specialty	-35%
BRAKES - DRUMS AND ROTORS	BRAKE ROTORS & DRUMS	Rotors	Brake Rotors Better	-35%
BRAKES - DRUMS AND ROTORS	BRAKE ROTORS & DRUMS	Rotors	Brake Rotors - Frontline	-45%
BRAKES - DRUMS AND ROTORS	BRAKE ROTORS & DRUMS	Drums	Brake Drums Better	-35%
BRAKES - HARDWARE	BRAKE HARDWARE	BRAKE COMPONENTS	WEAR SENSORS	-35%
BRAKES - HARDWARE	BRAKE HARDWARE	BRAKE LINES		-35%
BRAKES - HYDRAULICS	BRAKE HYDRAULICS	Brake Calipers		-35%
BRAKES - HYDRAULICS	BRAKE HYDRAULICS	BRAKE HOSES, MASTER CYLINDERS, CABLES		-35%
BRAKES - HYDRAULICS	BRAKE BOOSTERS	Brake Booster		-35%
BRAKES - FRICTION, PADS & SHOES	BRAKE PADS	Brake Pads Premium		-35%
BRAKES - FRICTION, PADS & SHOES	BRAKE PADS	Brake Pads Best		-35%
BRAKES - FRICTION, PADS & SHOES	BRAKE PADS	Brake Pads Better		-35%
BRAKES - FRICTION, PADS & SHOES	BRAKE PADS	BRAKE PADS GOOD		-35%

**EXHIBIT A
PRICE ADJUSTMENTS FOR 2021**

ADVANCE AUTO PARTS DISCOUNT SCHEDULE - EFFECTIVE JANUARY 1 - DECEMBER 31, 2021

PRODUCT GROUP	PRODUCT DEPARTMENT	PRODUCT CLASS	PRODUCT SUBCLASS	DISCOUNT OFF RETAIL
BRAKES - FRICTION, PADS & SHOES	BRAKE SHOES	Brake Shoes Best		-35%
PAINT & CHEMICALS	GENERAL PURPOSE			-8%
PAINT & CHEMICALS	PAINT & BODY REPAIR CHEMICALS			-8%
PAINT & CHEMICALS	BULK & PROFESSIONAL			-8%
PAINT & CHEMICALS	TOUCH UP			-8%
PAINT & CHEMICALS	SPECIALTY PAINT			-8%
PAINT & CHEMICALS	PRIMER			-8%
PAINT & CHEMICALS	PAINT COATINGS			-8%
PAINT & CHEMICALS	MISCELLANEOUS PAINT			-8%
PAINT & CHEMICALS	COMMERCIAL PAINT			-8%
BODY REPAIR/TOOLS	TAPE & ADHESIVES			-8%
BODY REPAIR/TOOLS	ABRASIVES			-35%
BODY REPAIR/TOOLS	BODY FILLERS			-35%
BODY REPAIR/TOOLS	SPECIALTY REPAIR			-35%
BODY REPAIR/TOOLS	BODY TOOLS/ACCESSORIES			-35%
BODY REPAIR/TOOLS	FIBERGLASS REPAIR			-35%
BODY REPAIR/TOOLS	BODY TRIM & MOLDING			-35%
BODY REPAIR/TOOLS	WEATHERSTRIPPING			-35%
BODY REPAIR/TOOLS	COMMERCIAL BODY REPAIR			-35%
IGNITION/EMISSION - AIR INJECTION & O2 SENSORS	OXYGEN SENSORS	DIRECT FIT		-34%
IGNITION/EMISSION - AIR INJECTION & O2 SENSORS	OXYGEN SENSORS	UNIVERSAL		-34%
IGNITION/EMISSION - AIR INJECTION & O2 SENSORS	AIR INJECTION SYSTEM	SMOG & VACUUM PUMPS		-34%
IGNITION/EMISSION - ELECTRICAL COMPONENTS	ENGINE COMPUTER CONTROLS			-15%
IGNITION/EMISSION - ELECTRICAL COMPONENTS	VOLTAGE REGULATORS			-15%
IGNITION/EMISSION - ELECTRICAL COMPONENTS	SWITCHES & RELAYS			-18%
IGNITION/EMISSION - EMISSION SENSORS & VALVES	SENSORS, VALVES & TRANSMITTERS	Valves, TPMS		-22%
IGNITION/EMISSION - FUEL INJECTION COMPONENTS	FUEL INJECTION PARTS			-15%
IGNITION/EMISSION - FUEL SYSTEMS	CARBURETORS			-15%
IGNITION/EMISSION - FUEL SYSTEMS	FUEL PUMPS			-15%
IGNITION/EMISSION - FUEL SYSTEMS	GAS TANKS			-15%
IGNITION/EMISSION - IGNITION COMPONENTS	IGNITION CAPS & ROTORS			-15%
IGNITION/EMISSION - IGNITION COMPONENTS	IGNITION COILS & MODULES			-18%
IGNITION/EMISSION - IGNITION COMPONENTS	DISTRIBUTORS			-10%
IGNITION/EMISSION - WIRE	WIRESETS/COIL BOOTS			-20%

**EXHIBIT A
PRICE ADJUSTMENTS FOR 2021**

ADVANCE AUTO PARTS DISCOUNT SCHEDULE - EFFECTIVE JANUARY 1 - DECEMBER 31, 2021

PRODUCT GROUP	PRODUCT DEPARTMENT	PRODUCT CLASS	PRODUCT SUBCLASS	DISCOUNT OFF RETAIL
IGNITION/EMISSION - SPARK PLUGS	SPARK PLUGS			-10%
COOLING SYSTEM - PARTS & COMPONENTS	BELT SYSTEMS	Belts - Serpentine		-33%
COOLING SYSTEM - PARTS & COMPONENTS	BELT SYSTEMS	Belts - V		-34%
COOLING SYSTEM - RADIATORS	RADIATORS			-15%
COOLING SYSTEM - RADIATORS	WATER PUMPS & HARDWARE			-15%
COOLING SYSTEM - RADIATORS	RADIATOR FAN ASSEMBLIES			-15%
COOLING SYSTEM - PARTS & COMPONENTS	FANS & COOLERS			-18%
COOLING SYSTEM - PARTS & COMPONENTS	THERMOSTATS & HOUSINGS	THERMOSTATS		-14%
COOLING SYSTEM - PARTS & COMPONENTS	BELT SYSTEMS	BELT HARDWARE		-23%
COOLING SYSTEM - PARTS & COMPONENTS	BELT SYSTEMS	Miscellaneous Belts	INDUSTRIAL, FHP, SPORT UTILITY	-23%
COOLING SYSTEM - PARTS & COMPONENTS	RADIATOR HOSES & COMPONENTS	CAPS, HOSES		-14%
COOLING SYSTEM - WATER PUMPS AND HARDWARE	Water Pumps			-15%
COOLING SYSTEM - PARTS & COMPONENTS	MISCELLANEOUS COOLING PARTS	GAS CAPS, COOLING CABINETS, OIL CAPS		-14%
RIDE CONTROL	SHOCKS		PREMIUM	-15%
RIDE CONTROL	SHOCKS		GOOD	-15%
RIDE CONTROL	STRUTS		PREMIUM	-15%
RIDE CONTROL	STRUTS		GOOD	-15%
CHASSIS PARTS	ALIGNMENT	ALIGNMENT SHIMS & HARDWARE		-28%
CHASSIS PARTS	STEERING COMPONENTS	DAMPERS & STABILIZERS, ARMS, TIE RODS		-26%
CHASSIS PARTS	SPRINGS	TORSION BARS, COIL SPRINGS		-26%
CHASSIS PARTS	SUSPENSION PARTS	SWAY BAR, LINK KITS, BALL JOINTS, CONTROL ARMS, KING PINS		-17%
POWER STEERING & COMPONENTS	POWER STEERING & COMPONENTS	Power Steering Rack & Pinion		-25%
POWER STEERING & COMPONENTS	POWER STEERING & COMPONENTS	POWER STEERING COMPONENTS	COOLERS, PULLEYS, HARDWARE	-25%
POWER STEERING & COMPONENTS	POWER STEERING & COMPONENTS	Power Steering Pumps		-25%
POWER STEERING & COMPONENTS	POWER STEERING & COMPONENTS	Power Steering Hoses & Lines		-25%
POWER STEERING & COMPONENTS	POWER STEERING & COMPONENTS	Gear Boxes		-25%
POWER STEERING & COMPONENTS	POWER STEERING & COMPONENTS	STEERING SHAFTS		-25%
DRIVELINE - CLUTCHES	CLUTCH KITS, HYDRAULICS & PARTS	CLUTCH HYDRAULICS, KITS, PARTS		-14%
DRIVELINE - SHAFTS	SHAFTS & BOOT KITS	SHAFTS		-13%
DRIVELINE - SHAFTS	SHAFTS & BOOT KITS	CV Boot Kits		-13%
DRIVELINE - TRANSMISSION PARTS	CABLES			-15%
DRIVELINE - TRANSMISSION PARTS	Differential Parts			-13%
DRIVELINE - TRANSMISSION PARTS	TRANSMISSION PARTS			-15%
DRIVELINE - TRANSMISSION PARTS	MISCELLANEOUS	MOUNTS, YOKES		-15%
DRIVELINE PARTS & MOUNTS	MOUNTS			-14%

**EXHIBIT A
PRICE ADJUSTMENTS FOR 2021**

ADVANCE AUTO PARTS DISCOUNT SCHEDULE - EFFECTIVE JANUARY 1 - DECEMBER 31, 2021

PRODUCT GROUP	PRODUCT DEPARTMENT	PRODUCT CLASS	PRODUCT SUBCLASS	DISCOUNT OFF RETAIL
IGNITION/EMISSION - SPARK PLUGS	SPARK PLUGS			-10%
COOLING SYSTEM - PARTS & COMPONENTS	BELT SYSTEMS	Belts - Serpentine		-33%
COOLING SYSTEM - PARTS & COMPONENTS	BELT SYSTEMS	Belts - V		-34%
COOLING SYSTEM - RADIATORS	RADIATORS			-15%
COOLING SYSTEM - RADIATORS	WATER PUMPS & HARDWARE			-15%
COOLING SYSTEM - RADIATORS	RADIATOR FAN ASSEMBLIES			-15%
COOLING SYSTEM - PARTS & COMPONENTS	FANS & COOLERS			-18%
COOLING SYSTEM - PARTS & COMPONENTS	THERMOSTATS & HOUSINGS	THERMOSTATS		-14%
COOLING SYSTEM - PARTS & COMPONENTS	BELT SYSTEMS	BELT HARDWARE		-23%
COOLING SYSTEM - PARTS & COMPONENTS	BELT SYSTEMS	Miscellaneous Belts	INDUSTRIAL, FHP, SPORT UTILITY	-23%
COOLING SYSTEM - PARTS & COMPONENTS	RADIATOR HOSES & COMPONENTS	CAPS, HOSES		-14%
COOLING SYSTEM - WATER PUMPS AND HARDWARE	Water Pumps			-15%
COOLING SYSTEM - PARTS & COMPONENTS	MISCELLANEOUS COOLING PARTS	GAS CAPS, COOLING CABINETS, OIL CAPS		-14%
RIDE CONTROL	SHOCKS		PREMIUM	-15%
RIDE CONTROL	SHOCKS		GOOD	-15%
RIDE CONTROL	STRUTS		PREMIUM	-15%
RIDE CONTROL	STRUTS		GOOD	-15%
CHASSIS PARTS	ALIGNMENT	ALIGNMENT SHIMS & HARDWARE		-28%
CHASSIS PARTS	STEERING COMPONENTS	DAMPERS & STABILIZERS, ARMS, TIE RODS		-26%
CHASSIS PARTS	SPRINGS	TORSION BARS, COIL SPRINGS		-26%
CHASSIS PARTS	SUSPENSION PARTS	SWAY BAR, LINK KITS, BALL JOINTS, CONTROL ARMS, KING PINS		-17%
POWER STEERING & COMPONENTS	POWER STEERING & COMPONENTS	Power Steering Rack & Pinion		-25%
POWER STEERING & COMPONENTS	POWER STEERING & COMPONENTS	POWER STEERING COMPONENTS	COOLERS, PULLEYS, HARDWARE	-25%
POWER STEERING & COMPONENTS	POWER STEERING & COMPONENTS	Power Steering Pumps		-25%
POWER STEERING & COMPONENTS	POWER STEERING & COMPONENTS	Power Steering Hoses & Lines		-25%
POWER STEERING & COMPONENTS	POWER STEERING & COMPONENTS	Gear Boxes		-25%
POWER STEERING & COMPONENTS	POWER STEERING & COMPONENTS	STEERING SHAFTS		-25%
DRIVELINE - CLUTCHES	CLUTCH KITS, HYDRAULICS & PARTS	CLUTCH HYDRAULICS, KITS, PARTS		-14%
DRIVELINE - SHAFTS	SHAFTS & BOOT KITS	SHAFTS		-13%
DRIVELINE - SHAFTS	SHAFTS & BOOT KITS	CV Boot Kits		-13%
DRIVELINE - TRANSMISSION PARTS	CABLES			-15%
DRIVELINE - TRANSMISSION PARTS	Differential Parts			-13%
DRIVELINE - TRANSMISSION PARTS	TRANSMISSION PARTS			-15%
DRIVELINE - TRANSMISSION PARTS	MISCELLANEOUS	MOUNTS, YOKES		-15%
DRIVELINE PARTS & MOUNTS	MOUNTS			-14%

EXHIBIT A
PRICE ADJUSTMENTS FOR 2021
ADVANCE AUTO PARTS DISCOUNT SCHEDULE - EFFECTIVE JANUARY 1 - DECEMBER 31, 2021

PRODUCT GROUP	PRODUCT DEPARTMENT	PRODUCT CLASS	PRODUCT SUBCLASS	DISCOUNT OFF RETAIL
DRIVELINE PARTS & MOUNTS	UNIVERSAL JOINTS			-20%
DRIVELINE PARTS & MOUNTS	ENGINE & TRANSMISSION MOUNTS			-14%
AUTOMOTIVE HARDWARE	LIFT SUPPORTS			-13%
AUTOMOTIVE HARDWARE	AUTOMOTIVE HARDWARE	AUTOMOTIVE PARTS		-13%
AUTOMOTIVE HARDWARE	AUTOMOTIVE HARDWARE	DOOR AND BODY PARTS		-13%
AUTOMOTIVE HARDWARE	AUTO HARDWARE & ACCESSORIES	ASSORTMENTS, INTERIOR/EXTERIOR HARDWARE, UNDERCAR, SPRINGS, CONNECTORS, FITTINGS, FASTENERS		-13%
ENGINE PARTS	ENGINE PARTS	TIMING/VALVE TRAIN COMPONENTS, BALANCERS AND PULLEYS		-13%
ENGINE PARTS	TIMING COMPONENTS			-10%
ENGINE PARTS	VALVE TRAIN COMPONENTS			-15%
ENGINE PARTS	PANS AND COVERS			-10%
ENGINE PARTS	CYLINDER BLOCK COMPONENTS			-15%
ENGINE PARTS	CYLINDER HEADS			-5%
ENGINE PARTS	ENGINE BEARINGS			-15%
ENGINE PARTS	ENGINE OIL SYSTEM COMPONENTS			-13%
ENGINE PARTS	MANIFOLDS			-13%
GASKETS	ENGINE GASKETS	GASKETS: COOLING, ENGINE, FUEL SYSTEM, FLUID SEALING, EXHAUST, DRIVELINE		-14%
EXHAUST	EXHAUST	CATALYTIC CONVERTERS		-17%
EXHAUST	EXHAUST	Manifolds		-17%
EXHAUST	EXHAUST	Exhaust Accessories		-20%
EXHAUST	EXHAUST	Exhaust Pipes		-20%
EXHAUST	EXHAUST	Mufflers		-20%
BEARINGS, SEALS, HUB ASSEMBLIES	BEARINGS & SEALS	DRIVELINE BEARINGS		-20%
BEARINGS, SEALS, HUB ASSEMBLIES	BEARINGS & SEALS	SEALS		-20%
BEARINGS, SEALS, HUB ASSEMBLIES	BEARINGS & SEALS	CLUTCH BEARINGS		-25%
BEARINGS, SEALS, HUB ASSEMBLIES	BEARINGS & SEALS	BEARING & SEAL KITS		-20%
BEARINGS, SEALS, HUB ASSEMBLIES	BEARINGS & SEALS	WHEEL END BEARINGS		-20%
BEARINGS, SEALS, HUB ASSEMBLIES	HUB ASSEMBLIES	4WD HUBS		-20%
BEARINGS, SEALS, HUB ASSEMBLIES	HUB ASSEMBLIES	HUB ASSEMBLIES		-21%
BEARINGS, SEALS, HUB ASSEMBLIES	WHEEL HUBS	WHEEL HUB		-27%
STARTERS & ALTERNATORS	ALTERNATORS	GOOD/BETTER		-8%
STARTERS & ALTERNATORS	STARTERS	GOOD/BETTER		-8%
STARTERS & ALTERNATORS	STARTING/CHARGING COMPONENTS			-25%
CLIMATE CONTROL - ELECTRICAL SYSTEMS	WINDOW SYSTEM PARTS	WINDOW MOTOR/REGULATORS		-13%

**EXHIBIT A
PRICE ADJUSTMENTS FOR 2021**

ADVANCE AUTO PARTS DISCOUNT SCHEDULE - EFFECTIVE JANUARY 1 - DECEMBER 31, 2021

PRODUCT GROUP	PRODUCT DEPARTMENT	PRODUCT CLASS	PRODUCT SUBCLASS	DISCOUNT OFF RETAIL
CLIMATE CONTROL - ELECTRICAL SYSTEMS	WIPER SYSTEM PARTS	WIPER ARMS & MOTORS, WASHER RESERVOIRS, WIPER PULSE BOARDS, TRANSMISSION LINKAGE, WASHER PUMPS		-13%
CLIMATE CONTROL - HEATING & AIR CONDITIONING	AIR CONDITIONING	A/C COMPRESSOR, FILTER/DRIERS, CONDESNOORS/EVAPORATORS, RINGS/GASKETS, HOSES		-13%
CLIMATE CONTROL - HEATING & AIR CONDITIONING	BLOWER MOTORS	BLOWER MOTORS		-10%
CLIMATE CONTROL - HEATING & AIR CONDITIONING	HEATING	HEATER CORES/VALVES		-15%
CLIMATE CONTROL - HEATING & AIR CONDITIONING	BLEND DOORS			-17%
AC CHEMICALS & ACCESSORIES	A/C TOOLS, PARTS, MISC	A/C PARTS		-8%
AC CHEMICALS & ACCESSORIES	A/C TOOLS, PARTS, MISC	A/C TOOLS		-8%
HD CHASSIS	Chassis Parts	Chassis Parts		0%
HD CHASSIS	Power Steering & Components	Power Steering & Components		-15%
HD CHASSIS	Ride Control	Ride Control		-15%
HD HVAC & HYDRAULICS	HD Heating & Cooling			-8%
HD HVAC & HYDRAULICS	Hydraulics	HOSE/FITTINGS		-42%
HD POWERTRAIN	Exhaust			-20%
HD POWERTRAIN	HD Drivetrain			-20%
HD POWERTRAIN	HD Engine			-21%
HD POWERTRAIN	HD Starting & Charging			-8%
HD WHEEL-END	Bearings, Seals, Hub Assemblies			-25%
HD WHEEL-END	Wheel Attaching	Nuts, Studs, Clamps		0%
HD WHEEL-END	HD Air Brake			-7%
HD OTHER	Safety			0%
HD OTHER	Lighting			-15%
HD OTHER	Trailer Parts			-7%
HD OTHER	Accessories			-13%
HD OTHER	Chems & Lubes			-7%
AIR FILTERS	HEAVY DUTY AIR FILTERS			-65%
OIL FILTERS	HEAVY DUTY OIL FILTERS			-65%
SHOCKS	HD TRUCK			-15%
BRAKES - FRICTION, PADS & SHOES	BRAKE PADS	Brake Pads HD Truck		-29%
BRAKES - FRICTION, PADS & SHOES	BRAKE SHOES	BRAKE SHOES HD TRUCK		-29%
BRAKES - FRICTION, PADS & SHOES	BRAKE PADS	Brake Pads HD Truck		-29%
COMMERCIAL SHOP EQUIPMENT (HIGH TICKET)	TOOLS and SHOP EQUIP under \$10,000			-15%
COMMERCIAL SHOP EQUIPMENT (HIGH TICKET)	DIAGNOSTIC & SHOP EQUIPMENT over \$10,000			-8%
ENGINES & TRANSMISSIONS	ENGINES			-5%
ENGINES & TRANSMISSIONS	TRANSMISSIONS			-5%

**EXHIBIT A
PRICE ADJUSTMENTS FOR 2021**

ADVANCE AUTO PARTS DISCOUNT SCHEDULE - EFFECTIVE JANUARY 1 - DECEMBER 31, 2021

PRODUCT GROUP	PRODUCT DEPARTMENT	PRODUCT CLASS	PRODUCT SUBCLASS	DISCOUNT OFF RETAIL
ENGINES & TRANSMISSIONS	TRANSMISSIONS	TRANSFER CASES		-5%
ENGINES & TRANSMISSIONS	ENGINE PARTS	ENGINE PARTS		-5%
ENGINES & TRANSMISSIONS	Rear Axle Assemblies	Rear Axle Assemblies		-4%
JACKS & LIFTS				-8%
COMMERCIAL JACKS/LIFTS				-8%
AC CHEMICALS & ACCESSORIES	A/C CHEMS			-8%
AC CHEMICALS & ACCESSORIES	FREON			-8%
APPEARANCE CHEMICALS	CAR WASH/CARE			-8%
BULK CHEMICALS - ANTIFREEZE AND WASHER SOLVENT	ANTIFREEZE			-5%
BULK CHEMICALS - ANTIFREEZE AND WASHER SOLVENT	WINDSHIELD WASH			-8%
PERFORMANCE & FUNCTIONAL CHEMICALS	BRAKE FLUID, CLEANERS/DEGREASERS, ADDITIVES, TREATMENTS			-8%
SEALANTS, ADHESIVES & COMPOUNDS	ADHESIVES & SEALANTS, COMPOUNDS			-8%
TIRE SEALANTS	TIRE REPAIR CHEMICALS			-12%
GREASE & LUBRICANTS	HYDRAULIC FLUID			-8%
GREASE & LUBRICANTS	GREASE	FULL SYNTHETIC, SYNTH BLEND, CONVENTIONAL		-8%
GREASE & LUBRICANTS	GEAR OIL			-8%
GREASE & LUBRICANTS	MISCELLANEOUS LUBRICANTS & ACCESSORIES			-8%
MOTOR OIL	CONVENTIONAL			0%
MOTOR OIL	HIGH MILEAGE			0%
MOTOR OIL	SYNTHETIC BLEND			0%
MOTOR OIL	FULL SYNTHETIC			0%
MOTOR OIL	HEAVY DUTY			0%
MOTOR OIL	SMALL ENGINE			0%
TRANSMISSION FLUID	TRANSMISSION FLUID			-8%
WIPERS				-33%
AIR FRESHNERS				12%
AIR TOOLS & ACCESSORIES				-10%
APPEARANCE ACCESSORIES	APPEARANCE TOOLS, TOWELS, DETAILING, WASHING			-8%
CAROG MANAGEMENT				-8%
ELECTRICAL	ELECTRICAL ACCESSORIES, FUSES, GPS SYSTEMS			-30%
FLUID MANAGEMENT ACCESSORIES				-8%
HAND & SPECIALTY TOOLS				-5%

**EXHIBIT A
PRICE ADJUSTMENTS FOR 2021**

ADVANCE AUTO PARTS DISCOUNT SCHEDULE - EFFECTIVE JANUARY 1 - DECEMBER 31, 2021

PRODUCT GROUP	PRODUCT DEPARTMENT	PRODUCT CLASS	PRODUCT SUBCLASS	DISCOUNT OFF RETAIL
INTERIOR/EXTERIOR ACCESSORIES				-8%
NUTS/BOLTS/MISC. HARDWARE				-23%
OIL & GAS ACCESSORIES				-8%
PROTECTIVE GEAR				-12%
HORNS & SECURITY				-8%
TESTING & ELECTRICAL EQUIPMENT				-5%
TIRE REPAIR & ACCESSORIES				-15%
TOWING & HITCH				-5%
COMMERCIAL TOOLS	AIR TOOLS, BODY REPAIR, SPECIALTY			-5%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. Three James Center 1051 East Cary Street, Suite 900 Richmond, VA 23219 Attn: AdvanceStores.CertRequest@marsh.com CN103091922-GPI-GAWU5-20-21	CONTACT NAME: _____ PHONE (A/C No. Ext): _____ FAX (A/C. No.): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C : See Additional Page</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : N/A	N/A	INSURER C : See Additional Page		INSURER D :		INSURER E :		INSURER F :
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INSURER C : See Additional Page															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** CLE-006632093-27 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Self-Insured Retention 500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			XSLG71571336	06/01/2020	06/01/2021	EACH OCCURRENCE	\$ 1,500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,500,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,500,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			ISAH25296175	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SEE ADDITIONAL PAGE	06/01/2020	06/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Contract number - 2017000280

 City of Charlotte is included as an Additional Insured as respects to General Liability and Automobile Liability, where required by written contract or agreement.

CERTIFICATE HOLDER City of Charlotte Department of General Services City Procurement 600 East Fourth Street Charlotte, NC 28202-2850	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Diana Holsinger <i>Diana Holsinger</i>



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Advance Stores Company, Incorporated 2635 E. Millbrook Road Raleigh, NC 27604	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation Policies:

Policy Number: WLRC66922315 (AOS)
 Carrier: Indemnity Insurance Company of North America (NAIC 43575)
 Effective Date: 06/01/2020
 Expiration Date: 06/01/2021

Policy Number: SCFC66922352 (WI)
 Carrier: ACE Fire Underwriters Ins. Co. (NAIC 20702)
 Effective Date: 06/01/2020
 Expiration Date: 06/01/2021

Policy Number: WLRC66922273 (AZ, MA)
 Carrier: ACE American Insurance Company (NAIC 22667)
 Effective Date: 06/01/2020
 Expiration Date: 06/01/2021

Policy Number: WCUC66922236 (CA, FL, GA, NC, PA, VA)
 Carrier: ACE American Insurance Company (NAIC 22667)
 Effective Date: 06/01/2020
 Expiration Date: 06/01/2021
 SIR: \$750,000

Policy Number: WCUC6692239A (OH)
 Carrier: ACE American Insurance Company (NAIC 22667)
 Effective Date: 06/01/2020
 Expiration Date: 06/01/2021
 SIR: \$500,000

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE
AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES**

THIS FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES (this "Fifth Amendment") is made and entered into this 1st day of January 2020, by and between Advance Stores Company, Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated January 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Automotive Parts and Accessories and Related Products and Services for the City of Charlotte.
- B. The City and the Company agreed to amend the original Contract with the First Amendment dated January 1, 2018 to incorporate price adjustments.
- C. The City and the Company agreed to amend the original Contract with the Second Amendment dated February 1, 2018 to incorporate alternate sourcing systems with margin percentage above actual cost to Company.
- D. The City and the Company agreed to amend the original Contract with the Third Amendment dated September 1, 2018 to incorporate federal contract terms and conditions.
- E. The City and the Company agreed to amend the original Contract with the Fourth Amendment dated January 1, 2019 to incorporate unit price adjustments due to aluminum and steel tariffs and crude oil prices increases.
- F. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Third Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Fifth Amendment renews the contract for the first of two, two-year terms to expire on December 31, 2021.
- 4. This Fifth Amendment incorporates unit price adjustments due to aluminum and steel tariffs and crude oil price increases. The aggregate increase of 4.58 percent (4.58%) as specified in Exhibit A shall become effective on January 1, 2020.
- 5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.

Contract#:2017000280
Amendment#: 5
Vendor#: 301178

6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

ADVANCE STORES COMPANY, INC.

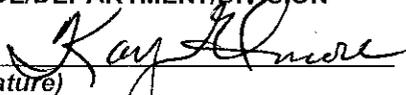
BY: 
(signature)

PRINT NAME: Michael Casey Brannigan

TITLE: SVP Customer Engagement

DATE: Oct 15, 2019

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION

BY: 
(signature)

PRINT NAME: Kay Elmore

TITLE: Chief Procurement Officer

DATE: 10/21/2019

Contract#:2017000280
Amendment#: 5
Vendor#: 301178

EXHIBIT A
PRICE ADJUSTMENTS FOR 2020

U.S. COMMUNITIES DISCOUNT SCHEDULE – KG PROPOSED

Product Group	Product Department	Product Class	Product Subclass	Discount Off Retail
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Group #1 Batteries

Batteries	AUTOMOTIVE BATTERIES			-33%
Batteries	GOLF CART BATTERIES			-33%
Batteries	FARM & TRUCK BATTERIES			-33%
Batteries	POWER SPORTS BATTERIES			-33%
Batteries	LAWN & GARDEN			-33%
Batteries	MARINE BATTERIES			-33%
Batteries	WHEEL CHAIR BATTERY			-33%
Batteries	SPECIALTY BATTERIES			-33%
Batteries	PREMIUM BRANDED BATTERIES			-10%
Battery Accessories				-33%

Group #2 Filters

Air Filters	AIR FILTERS	ECONOMY GRADE		-30%
Air Filters	AIR FILTERS	PERFORMANCE		-30%
Air Filters	AIR FILTERS	PREMIUM GRADE		-65%
Air Filters	AIR FILTERS	STANDARD GRADE		-57%
Air Filters	CABIN AIR FILTERS	PREMIUM	CQ Blue	-65%
Air Filters	CABIN AIR FILTERS	STANDARD		-25%
Air Filters	STANDARD GRADE AIR FILTERS			-57%
Oil Filters	BEST OIL FILTERS			-8%
Oil Filters	BETTER OIL FILTERS	BLUE		-65%
Oil Filters	GOOD OIL FILTERS	RED		-50%
Other Filters	FUEL FILTERS			-65%
Other Filters	TRANSMISSION FILTERS			-30%

Group #3 Brake Systems

U.S. COMMUNITIES DISCOUNT SCHEDULE – KG PROPOSED

Brakes - Drums and Rotors	BRAKE ROTORS & DRUMS	Rotors	Frontline Rotors	-45%
Brakes - Drums and Rotors				-35%
Brakes - Friction, Pads & Shoes	BRAKE PADS	Brake Pads Akebono		-35%
Brakes - Friction, Pads & Shoes	BRAKE PADS	Brake Pads Frontline		-35%
Brakes - Friction, Pads & Shoes	BRAKE PADS	Brake Pads Gold		-35%
Brakes - Friction, Pads & Shoes	BRAKE PADS	Brake Pads Platinum		-35%
Brakes - Friction, Pads & Shoes	BRAKE PADS	Brake Pads Silver		-35%
Brakes - Friction, Pads & Shoes	BRAKE PADS	Brake Pads Wagner		-8%
Brakes - Friction, Pads & Shoes	BRAKE SHOES			-35%
Brakes - Hardware	BRAKE HARDWARE	BRAKE COMPONENTS		-35%
Brakes - Hardware	BRAKE HARDWARE	BRAKE LINES		-35%
Brakes - Hydraulics				-35%

Group #4 Paint and Body Repair

Body Repair/Tools				-35%
Commercial Body Repair/Tools				-35%
Paint & Chemicals				-8%

Group #5 Ignition/Emission

U.S. COMMUNITIES DISCOUNT SCHEDULE – KG PROPOSED

Ignition/Emission - Air Injection & O2 Sensors				-34%
Ignition/Emission - Electrical Components	SWITCHES & RELAYS			-18%
Ignition/Emission - Electrical Components	ENGINE COMPUTER CONTROLS			-15%
Ignition/Emission - Electrical Components	VOLTAGE REGULATORS			-15%
Ignition/Emission - Emission Sensors & Valves	SENSORS, VALVES & TRANSMITTERS	Valves		-22%
Ignition/Emission - Emission Sensors & Valves	SENSORS, VALVES & TRANSMITTERS	SENSORS		-20%
Ignition/Emission - Emission Sensors & Valves	SENSORS, VALVES & TRANSMITTERS	TPMS		-22%
Ignition/Emission - Emission Sensors & Valves	MAF Sensors			-10%
Ignition/Emission - Fuel Injection Components	FUEL INJECTION PARTS			-15%
Ignition/Emission - Fuel Injection Components	Throttle Bodies			-13%
Ignition/Emission - Fuel Systems	FUEL PUMPS			-15%
Ignition/Emission - Fuel Systems	GAS TANKS			-15%
Ignition/Emission - Fuel Systems	CARBURETORS			-15%
Ignition/Emission - Ignition Components	IGNITION COILS & MODULES			-18%
Ignition/Emission - Ignition Components	DISTRIBUTORS			-13%
Ignition/Emission - Ignition Components	IGNITION CAPS & ROTORS			-15%
Ignition/Emission - Wire				-20%
Ignition/Emission - Spark Plugs				-10%

Group #6 Cooling Systems

Cooling System - Parts & Components	BELT SYSTEMS	BELT HARDWARE		-23%
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U.S. COMMUNITIES DISCOUNT SCHEDULE – KG PROPOSED

Cooling System - Parts & Components	BELT SYSTEMS	Miscellaneous Belts		-30%
Cooling System - Parts & Components	BELT SYSTEMS	Serpentine Belts		-33%
Cooling System - Parts & Components	BELT SYSTEMS	V-Belts		-34%
Cooling System - Parts & Components	FANS & COOLERS			-18%
Cooling System - Parts & Components	MISCELLANEOUS COOLING PARTS			-14%
Cooling System - Parts & Components	RADIATOR HOSES & COMPONENTS	Fuel Hoses		-34%
Cooling System - Parts & Components	RADIATOR HOSES & COMPONENTS	Garage Hoses		-34%
Cooling System - Parts & Components	RADIATOR HOSES & COMPONENTS	Heater Hoses		-38%
Cooling System - Parts & Components	RADIATOR HOSES & COMPONENTS	Hose Clamps & Connectors		-35%
Cooling System - Parts & Components	RADIATOR HOSES & COMPONENTS	RADIATOR CAPS		-14%
Cooling System - Parts & Components	RADIATOR HOSES & COMPONENTS	Radiator Hoses		-33%
Cooling System - Parts & Components	RADIATOR HOSES & COMPONENTS	Recovery Tanks & Caps		-14%
Cooling System - Parts & Components	RADIATOR HOSES & COMPONENTS	Transmission Hoses		-32%
Cooling System - Parts & Components	RADIATOR HOSES & COMPONENTS	Vacuum Hoses		-34%
Cooling System - Parts & Components	THERMOSTATS & HOUSINGS	THERMOSTATS		-14%
Cooling System - Parts & Components	THERMOSTATS & HOUSINGS	Water Outlets		-15%
Cooling System - Radiators				-15%
Cooling System - Water Pumps and Hardware	Water Pumps			-15%

Group #7 Ride Control, Chassis and Steering

Chassis Parts	ALIGNMENT			-28%
Chassis Parts	SPRINGS			-26%

U.S. COMMUNITIES DISCOUNT SCHEDULE – KG PROPOSED

Chassis Parts	STEERING COMPONENTS	BUSHINGS & HARDWARE		-26%
Chassis Parts	STEERING COMPONENTS	DRAG & CENTER LINKS		-28%
Chassis Parts	STEERING COMPONENTS	IDLER ARMS		-26%
Chassis Parts	STEERING COMPONENTS	PITMAN ARMS		-26%
Chassis Parts	STEERING COMPONENTS	PREMIUM		-26%
Chassis Parts	STEERING COMPONENTS	TIE ROD SLEEVES		-26%
Chassis Parts	STEERING COMPONENTS	TIE RODS		-26%
Chassis Parts	SUSPENSION PARTS	BALL JOINTS	ECONOMY	-28%
Chassis Parts	SUSPENSION PARTS	BALL JOINTS	PREMIUM	-17%
Chassis Parts	SUSPENSION PARTS	BUSHINGS, INSULATORS, HARDWARE		-26%
Chassis Parts	SUSPENSION PARTS	CONTROL ARMS	ECONOMY - DRIVEWORKS	-28%
Chassis Parts	SUSPENSION PARTS	CONTROL ARMS	MOOG PREMIUM-"CK"	-17%
Chassis Parts	SUSPENSION PARTS	CONTROL ARMS	MOOG PREMIUM-"R"	-17%
Chassis Parts	SUSPENSION PARTS	ECONOMY		-17%
Chassis Parts	SUSPENSION PARTS	LINK KITS	ECONOMY	-28%
Chassis Parts	SUSPENSION PARTS	LINK KITS	PREMIUM	-17%
Chassis Parts	SUSPENSION PARTS	PREMIUM		-17%
Chassis Parts	SUSPENSION PARTS	SWAY BAR	ECONOMY	-17%
Chassis Parts	SUSPENSION PARTS	SWAY BAR	PREMIUM	-26%
Chassis Parts	SUSPENSION PARTS	TRAILING ARMS		-17%
Power Steering & Components				-25%
Ride Control	LIFT SUPPORTS			-13%
Ride Control	Performance			-15%
Ride Control	SHOCKS			-15%
Ride Control	STRUTS			-15%

Group #8 Driveline

Driveline - Clutches				-14%
Driveline - Shafts				-14%

U.S. COMMUNITIES DISCOUNT SCHEDULE – KG PROPOSED

Driveline - Transmission Parts	CABLES			-15%
Driveline - Transmission Parts	TRANSMISSION PARTS	SOLENOIDS		-15%
Driveline - Transmission Parts	TRANSMISSION PARTS	ACTUATORS		-15%
Driveline - Transmission Parts	TRANSMISSION PARTS	TRANSFER CASE MOTORS		-15%
Driveline - Transmission Parts	TORQUE CONVERTERS			-8%
Driveline - Transmission Parts	Differential Parts	RING AND PINION KITS		-8%
Driveline - Transmission Parts	Differential Parts	DIFFERENTIAL CASES		-8%
Driveline - Transmission Parts	TRANSMISSION PARTS	TRANSMISSION OVERHAUL KITS		-8%
Driveline Parts and Mounts	MOUNTS			-14%
Driveline Parts and Mounts	UNIVERSAL JOINTS			-20%

Group #9 Automotive Hardware & Engine Parts

Automotive Hardware				-13%
Engine Parts	PANS AND COVERS			-10%
Engine Parts	TIMING COMPONENTS	TIMING BELT COMPONENT KITS		-20%
Engine Parts	TIMING COMPONENTS	TIMING BELT TENSIONERS & RELATED ITEMS		-13%
Engine Parts	TIMING COMPONENTS	TIMING GEARS		-10%
Engine Parts	CYLINDER HEADS			-5%
Engine Parts	TIMING COMPONENTS	TIMING CHAIN TENSIONERS & RELATED ITEMS		-10%
Engine Parts	TIMING COMPONENTS	TIMING CHAIN SETS		-10%
Engine Parts	TIMING COMPONENTS	TIMING BELT KITS WITHOUT WATER PUMP		-20%
Engine Parts	CYLINDER BLOCK COMPONENTS			-15%
Engine Parts	ENGINE BEARINGS			-15%
Engine Parts	VALVE TRAIN COMPONENTS			-15%
Engine Parts	ENGINE OIL SYSTEM COMPONENTS			-15%
Engine Parts	TIMING COMPONENTS	TIMING BELTS		-23%
Engine Parts	MANIFOLDS			-13%
Engine Parts	BALANCERS AND PULLEYS			-13%
Engine Parts	TIMING COMPONENTS	TIMING BELT KITS WITH WATER PUMP		-18%
Engine Parts	ENGINE PARTS			-13%
Gaskets				-14%

Group #10 Exhaust

Exhaust	EXHAUST	CATALYTIC CONVERTERS		-17%
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U.S. COMMUNITIES DISCOUNT SCHEDULE – KG PROPOSED

Exhaust	EXHAUST	Exhaust Accessories		-20%
Exhaust	EXHAUST	Mufflers		-20%
Exhaust	EXHAUST	Exhaust Pipes		-20%
Exhaust	EXHAUST	Manifolds		-17%
Exhaust	EXHAUST	Exhaust Accessories - Clamps		-20%

Group #11 Bearings, Seals, Hub Assemblies

Bearings, Seals, Hub Assemblies	BEARINGS & SEALS	BEARING & SEAL KITS		-25%
Bearings, Seals, Hub Assemblies	BEARINGS & SEALS	CLUTCH BEARINGS		-25%
Bearings, Seals, Hub Assemblies	BEARINGS & SEALS	DRIVELINE BEARINGS		-25%
Bearings, Seals, Hub Assemblies	BEARINGS & SEALS	SEALS		-20%
Bearings, Seals, Hub Assemblies	BEARINGS & SEALS	WHEEL END BEARINGS		-25%
Bearings, Seals, Hub Assemblies	HUB ASSEMBLIES	4WD HUBS		-20%
Bearings, Seals, Hub Assemblies	HUB ASSEMBLIES	HI-VALUE HUB ASSY		-16%
Bearings, Seals, Hub Assemblies	HUB ASSEMBLIES	HUB ASSEMBLIES	ECONOMY - HUB ASSEMBLY	-27%
Bearings, Seals, Hub Assemblies	HUB ASSEMBLIES	HUB ASSEMBLIES	PREMIUM - HUB ASSEMBLY	-21%
Bearings, Seals, Hub Assemblies	HUB ASSEMBLIES	LOADED KNUCKLES		-8%
Bearings, Seals, Hub Assemblies	WHEEL HUBS	WHEEL HUB		-27%

Group #12 Starters & Alternators

Starters & Alternators				-8%
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Group #13 Climate Control

AC Chemicals & Accessories				-8%
Climate Control - Electrical Systems				-13%
Climate Control--Heating & Air Conditioning	AIR CONDITIONING	A/C ACCESSORIES		-15%

U.S. COMMUNITIES DISCOUNT SCHEDULE – KG PROPOSED

Climate Control--Heating & Air Conditioning	AIR CONDITIONING	A/C CLUTCHES		-15%
Climate Control--Heating & Air Conditioning	AIR CONDITIONING	A/C COMPRESSOR		-13%
Climate Control--Heating & Air Conditioning	AIR CONDITIONING	A/C CONDENSORS & EVAPORATORS		-15%
Climate Control--Heating & Air Conditioning	AIR CONDITIONING	A/C HOSES		-15%
Climate Control--Heating & Air Conditioning	AIR CDNDITIONING	A/C KITS		-13%
Climate Control--Heating & Air Conditioning	AIR CONDITIONING	AC/ D-RINGS & GASKETS		-15%
Climate Control--Heating & Air Conditioning	AIR CONDITIONING	EXPANSIDN DEVICES		-15%
Climate Control--Heating & Air Conditioning	AIR CONDITIONING	FILTERS & DRIERS		-15%
Climate Control--Heating & Air Conditioning	BLEND DOORS			-17%
Climate Control--Heating & Air Conditioning	BLOWER MOTORS			-10%
Climate Control--Heating & Air Conditioning	HEATING			-15%

Group #14 Heavy Duty Parts

HD Chassis	Chassis Parts	Chassis Parts		-5%
HD Chassis	HD Drivetrain			-20%
HD Chassis	HD Starting & Charging			-8%
HD Chassis	Ignition/Emission - Fuel injection Systems			-13%

U.S. COMMUNITIES DISCOUNT SCHEDULE – KG PROPOSED

HD Chassis	Power Steering & Components			-15%
HD Chassis	Ride Control			-15%
HD Chassis	Spray Suppression			-5%
HD Filters	HD Filters			-65%
HD HVAC & Hydraulics	HD Heating & Cooling	Climate Control-- Heating & Air Conditioning		-17%
HD HVAC & Hydraulics	HD Heating & Cooling	Cooling System - Parts & Components		-34%
HD HVAC & Hydraulics	HD Heating & Cooling	Cooling System - Water Pumps & Fan Clutch		-8%
HD HVAC & Hydraulics	Hydraulics	Fittings		-42%
HD HVAC & Hydraulics	Hydraulics	Hose	Air Brake Tubing	-42%
HD HVAC & Hydraulics	Hydraulics	Hose	Hydraulic Hose	-44%
HD HVAC & Hydraulics	Hydraulics	Hose	Tools & Machines	-5%
HD Other	Accessories			-13%
HD Other	Lighting			-15%
HD Other	Safety			-15%
HD Other	Trailer Parts Air/Electrical			-7%
HD Wheel-End	Bearings, Seals, Hub Assemblies			-25%
HD Wheel-End	Brakes - Hydraulics			-7%
HD Wheel-End	HD Air Brake			-20%
HD Wheel-End	Wheel Attaching			-5%

Group #15 Engines/Equipment

Commercial Jacks/Lifts				-8%
Commercial Shop Equipment (High Ticket)				-5%
Engines and Transmissions				-5%
Jacks and Lifts				-8%

Group #16 Chemicals

AC Chemicals & Accessories				-8%
Appearance Chemicals				-8%
Bulk Chemicals - Antifreeze and Washer Solvent	WINDSHIELD WASH			-8%
Bulk Chemicals - Antifreeze and Washer Solvent	ANTIFREEZE			-5%

U.S. COMMUNITIES DISCOUNT SCHEDULE – KG PROPOSED

Grease & Lubricants				-8%
Motor Oil				-8%
Performance & Functional Chemicals				-8%
Sealants, Adhesives and Compounds				-8%
Transmission Fluid				-8%

Group #17 Accessories & Miscellaneous

Air Fresheners				-12%
Air Tools & Accessories				-10%
Appearance Accessories				-8%
Cargo Management				-12%
Commercial Air Tools & Accessories				-10%
Commercial Hand/Specialty Tools	GREASE GUNS & ACCESS			-5%
Commercial Hand/Specialty Tools	HAND TOOLS			-8%
Commercial Hand/Specialty Tools	SPECIALTY TOOLS			-5%
Electrical	ELECTRICAL ACCESSORIES			-30%
Electrical	FUSES			-30%
Exterior Accessories				-8%
Fluid Management Accessories				-8%
Hand & Specialty Tools				-8%
Horns and Security	HORNS			-8%
Horns and Security	SECURITY ALARMS			-12%
Interior Accessories				-8%
Lighting	AUXILIARY LIGHTING			-8%
Lighting	HEADLIGHTS/FORWARD LIGHTING			-30%
Lighting	MINIATURE BULBS	MINIATURE BULBS	LED MINIATURE BULBS	-30%
Lighting	MINIATURE BULBS	MINIATURE BULBS	PREMIUM	-30%
Lighting	MINIATURE BULBS	MINIATURE BULBS	STANDARD	-40%
Nuts/Bolts/Misc Hardware				-23%
Oil & Gas Accessories				-12%
Protective Gear				-12%
Testing & Electrical Equipment				-5%
Tire Repair & Accessories				-15%
Towing & Hitch				-5%
Wipers				-33%

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE
AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES**

THIS FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2019, by and between Advance Stores Company, Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated January 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Automotive Parts and Accessories and Related Products and Services for the City of Charlotte.
- B. The City and the Company agreed to amend the original Contract with the First Amendment dated January 1, 2018 to incorporate price adjustments.
- C. The City and the Company agreed to amend the original Contract with the Second Amendment dated February 1, 2018 to incorporate alternate sourcing systems with margin percentage above actual cost to Company.
- D. The City and the Company agreed to amend the original Contract with the Third Amendment dated September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Third Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Fourth Amendment incorporates unit price adjustments due to aluminum and steel tariffs and crude oil price increases. The aggregate increase of 8.22 percent (8.22%) as specified in Exhibit A shall become effective on January 1, 2019.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

ADVANCE STORES COMPANY, INC.

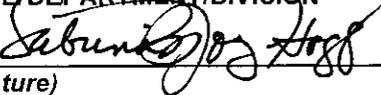
BY: 
(signature)

PRINT NAME: Michael Brannigan

TITLE: SVP Customer Engagement

DATE: 11-26-18

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION

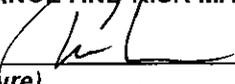
BY: 
(signature)

PRINT NAME: Sabrina Joy Hogg

TITLE: Deputy City Manager

DATE: 12/12/18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: 
(signature)

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 12/6/18

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE
AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES**

THIS THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of September 2018, by and between Advance Stores Company, Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated January 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Automotive Parts and Accessories and Related Products and Services for the City of Charlotte.
- B. The City and the Company agreed to amend the original Contract with the First Amendment dated January 1, 2018 to incorporate price adjustments.
- C. The City and the Company agreed to amend the original Contract with the Second Amendment dated February 1, 2018 to incorporate alternate sourcing systems with margin percentage above actual cost to Company.
- D. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Third Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Third Amendment incorporates Federal Contract Terms and Conditions as Exhibit E and attached hereto, due to new laws and requirements, effective July 1, 2018.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

ADVANCE STORES COMPANY, INC.

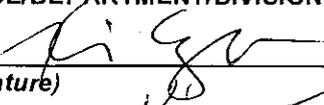
BY: 
(signature)

PRINT NAME: Michael Casey Brannigan

TITLE: SVP Customer Engagement

DATE: 8-30-18

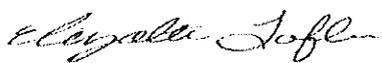
CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION

BY: 
(signature)

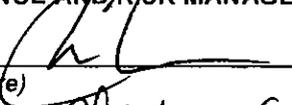
PRINT NAME: Kim Eagle

TITLE: Assistant City Mgr

DATE: 9/13/18

Provided the Business Unit is satisfied with the terms and conditions, this agreement has been approved as to form by the AAP Legal Department.
By: 
Date: 8/27/2018

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: 
(signature)

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 9/11/18

Exhibit E

Federal Contract Terms and Conditions

This Exhibit is attached and incorporated into the Contract to Provide Automotive Parts and Services (the "Contract") between the City of Charlotte and Advance Stores Company Inc. ("Company"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

The terms stated in this exhibit shall apply when Federal Funds (as defined below) are used to fund purchases of products under this Contract. If no Federal Funds are used to make a purchase, the terms stated in this exhibit shall not apply to that purchase and the terms shall be deemed self-deleting. For purposes of this Contract, "Federal Funds" include funds received from the U.S. federal government, direct and reimbursed, including grants and loans where the purchasing entity is a sub-grantee or sub-recipient of federal funds.

- 1. Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately.
- 2. Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- 3. Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4. Clean Air Act and Federal Water Pollution Control Act.** Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Company certifies that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
 - c. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE
AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES**

THIS SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of February 2018, by and between Advance Stores Company, Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated January 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Automotive Parts and Accessories and Related Products and Services for the City of Charlotte.
- B. The City and the Company agreed to amend the original Contract with the First Amendment dated January 1, 2018 to incorporate price adjustments.
- C. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Parties acknowledge and agree that the Company may acquire products not currently stocked or distributed by the Company from alternate sourcing systems on behalf of participating public agencies. If the product sourced is identical, or a like product, to items contained within the master agreement, the pricing from the master agreement will prevail. For dissimilar sourced products, pricing will not exceed the margin percentage listed below:

<u>SKU Level Product Cost</u>	<u>Margin Percentage (above actual cost to CARQUEST)</u>
\$0.01 - \$49.99	35%
\$50.00 - \$199.99	30%
\$200.00 - \$499.99	25%
\$500+	20%

The Company will be required to provide documentation of actual cost for any transactions described in item number 3 of this Second Amendment.

- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

ADVANCE STORES COMPANY, INC.

BY: 
(signature)

PRINT NAME: Michael Casey Brannigan

TITLE: SVP Customer Engagement

DATE: 1-9-18

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION

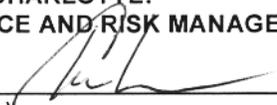
BY: 
(signature)

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 1/22/18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: 
(signature)

PRINT NAME: Christlee Gibson

TITLE: Asst. Mgr

DATE: 1/19/18

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE
AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2018, by and between Advance Stores Company, Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated January 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Automotive Parts and Accessories and Related Products and Services for the City of Charlotte.
- B. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this First Amendment by reference.
- 2. Defined terms used in this First Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This First Amendment incorporates unit price adjustments as specified in Exhibit A and becomes effective on January 1, 2018.
- 4. Section 41 of the Contract ("Miscellaneous") is hereby appended as follows:

41.17 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

- 5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

ADVANCE STORES COMPANY, INC.

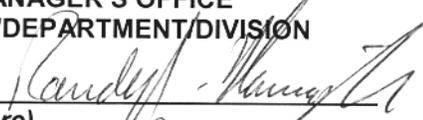
BY: 
(signature)

PRINT NAME: ROBERT A WHEELER

TITLE: SVP PROFESSIONAL BUSINESS

DATE: 11/15/17

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION

BY: 
(signature)

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 11/29/17

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: 
(signature)

PRINT NAME: Chrislee Gibson

TITLE: Asst Mgr

DATE: 11/23/17