

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**

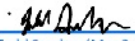
1. The terms of the Contract are restated by and incorporated into this Twelfth Amendment by reference.
2. Defined terms used in this Twelfth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Twelfth Amendment extends the Term of the Contract for an additional 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:   
\_\_\_\_\_  
(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: f08f2b82106208b08604836a6d96b6

**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**

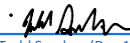
**Amendment#: 11**

**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: 66f2b82108208b08604836a8d96b891



**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](mailto: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: 668f2b82108208b08604836a5396b891

---





# 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:

**INSURED**  
Advance Stores Company, Incorporated  
2635 E. Millbrook Road  
Raleigh, NC 27604

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

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

*Marsh USA Inc.*





AGENCY CUSTOMER ID: CN103091922

LOC #: Richmond

## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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

## 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.

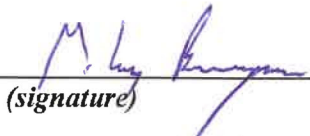
*[Signature Page Follows]*



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](mailto: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: 668f2b82108208b08604836a5396b891



# 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).

|                                                                                                                                                                                           |                                                   |                        |               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|------------------------|---------------|
| <b>PRODUCER</b><br>Marsh USA Inc.<br>Three James Center<br>1051 East Cary Street, Suite 900<br>Richmond, VA 23219<br>Attn: AdvanceStores.CertRequest@marsh.com<br>CNT03091922--GAWC-21-22 | <b>CONTACT NAME:</b>                              | <b>FAX (A/C, No):</b>  |               |
|                                                                                                                                                                                           | <b>PHONE (A/C, No, Ext):</b>                      | <b>E-MAIL ADDRESS:</b> |               |
| <b>INSURED</b><br>Advance Stores Company, Incorporated and<br>Advance Auto Parts, Inc.<br>2635 E. Millbrook Road<br>Raleigh, NC 27604                                                     | <b>INSURER(S) AFFORDING COVERAGE</b>              |                        | <b>NAIC #</b> |
|                                                                                                                                                                                           | <b>INSURER A : ACE American Insurance Company</b> |                        | 22667         |
|                                                                                                                                                                                           | <b>INSURER B : See Additional Page</b>            |                        |               |
|                                                                                                                                                                                           | <b>INSURER C :</b>                                |                        |               |
|                                                                                                                                                                                           | <b>INSURER D :</b>                                |                        |               |
|                                                                                                                                                                                           | <b>INSURER E :</b>                                |                        |               |
| <b>INSURER F :</b>                                                                                                                                                                        |                                                   |                        |               |

**COVERAGES**      **CERTIFICATE NUMBER:** CLE-006788108-01      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Self-Insured Retention 500,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                              |          | XSLG72484344        | 06/01/2021              | 06/01/2022              | EACH OCCURRENCE \$ 1,500,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,500,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$ 1,500,000<br>GENERAL AGGREGATE \$ 10,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,500,000 |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><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<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                             |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED \$ RETENTION \$                                                                                                                                                                                                      |                                              |          |                     |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                    |
| B        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                            | Y/N<br><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"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>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.

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

© 1988-2016 ACORD CORPORATION. All rights reserved.



# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

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

## **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](mailto: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: 668f2b82108208b08604836a5396b891

---

**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:

**A G R E E M E N T**

- 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 1<sup>st</sup> 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: f96f2b62106209b08004836a6d96b691

---

**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                       | WIRESSETS/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, CONDESNOES/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<br>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).

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                             |                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-------------------------|
| <b>COVERAGES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>CERTIFICATE NUMBER:</b> CLE-006632093-27 | <b>REVISION NUMBER:</b> |
| 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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Self-Insured Retention 500,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | XSLG71571336        | 06/01/2020              | 06/01/2021              | EACH OCCURRENCE \$ 1,500,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,500,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$ 1,500,000<br>GENERAL AGGREGATE \$ 10,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,500,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                |           |          | ISAH25296175        | 06/01/2020              | 06/01/2021              | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                             |
|          | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br>DED RETENTION \$                                                                                                                                                                                                                                                                                   |           |          |                     |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                    |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                               | Y/N<br>N  | N/A      | SEE ADDITIONAL PAGE | 06/01/2020              | 06/01/2021              | <input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>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<br>Department of General Services<br>City Procurement<br>600 East Fourth Street<br>Charlotte, NC 28202-2850 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>of Marsh USA Inc.<br>Diana Holsinger |
|-------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

© 1988-2016 ACORD CORPORATION. All rights reserved.





# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

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

## **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 1<sup>st</sup> 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 |
|---------------------------|---------------------------|---------------|------------------|---------------------|
| <b>Group #1 Batteries</b> |                           |               |                  |                     |
| 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%                |

|                         |                            |                |         |      |
|-------------------------|----------------------------|----------------|---------|------|
| <b>Group #2 Filters</b> |                            |                |         |      |
| 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% |
|-------------------------------------|--------------|---------------|--|------|

# 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% |
|---------|---------|----------------------|--|------|

## 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% |
|------------------------|--|--|--|-----|

### 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--<br>Heating & Air<br>Conditioning |                     | -17% |
| HD HVAC & Hydraulics | HD Heating & Cooling            | Cooling System - Parts<br>& Components             |                     | -34% |
| HD HVAC & Hydraulics | HD Heating & Cooling            | Cooling System -<br>Water Pumps & Fan<br>Clutch    |                     | -8%  |
| HD HVAC & Hydraulics | Hydraulics                      | Fittings                                           |                     | -42% |
| HD HVAC & Hydraulics | Hydraulics                      | Hose                                               | Air Brake<br>Tubing | -42% |
| HD HVAC & Hydraulics | Hydraulics                      | Hose                                               | Hydraulic<br>Hose   | -44% |
| HD HVAC & Hydraulics | Hydraulics                      | Hose                                               | Tools &<br>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 1<sup>st</sup> 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

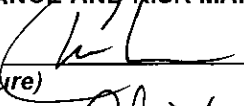
BY:   
(signature)

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 1<sup>st</sup> 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:

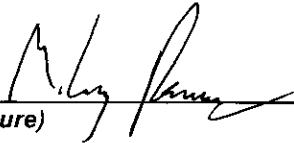
**AGREEMENT**

- 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]*

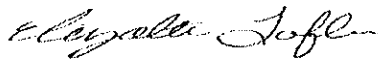
IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

ADVANCE STORES COMPANY, INC.

BY:   
(signature)  
PRINT NAME: Michael Casey Brannigan  
TITLE: SVP Customer Engagement  
DATE: 8-30-18

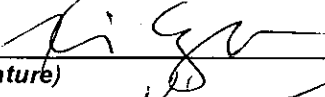
Provided the Business Unit is satisfied with the terms and conditions, this agreement has been approved as to form by the AAP Legal Department.

By:



Date: 8/27/2018

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

BY:   
(signature)  
PRINT NAME: Kim Eagle  
TITLE: Assistant City Mgr  
DATE: 9/13/18

CITY OF CHARLOTTE:  
INSURANCE AND RISK MANAGEMENT

BY:   
(signature)  
PRINT NAME: Chrislee 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 1<sup>st</sup> 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:

**A G R E E M E N T**

- 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: M. Casey Brannigan  
(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: Randy J. Harrington  
(signature)

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 1/22/18

CITY OF CHARLOTTE:  
INSURANCE AND RISK MANAGEMENT

BY: Chrislee Gibson  
(signature)

PRINT NAME: Chrislee 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 1<sup>st</sup> 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.**

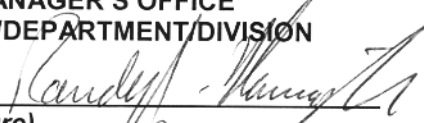
BY:   
(signature)

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