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CALCULATION OF REGISTRATION FEE

Title of each Class of Securities to be Registered	M Ag Offe
2.875% Senior Notes Due 2023	\$300

(1) The filing fee is calculated in accordance with Rule 457(r) of the Securities Act of 1933, as amended.

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Prospectus Supplement
(To Prospectus Dated April 17, 2012)

\$ 300,000,000



AutoZone, Inc.

2.875% Senior Notes due 2023

We are offering \$300 million aggregate principal amount of 2.875% Senior Notes due 2023, or the notes. We will pay interest on the notes from July 15, 2013 to the maturity date of January 15, 2023, or the date of redemption, beginning July 15, 2013. The notes will mature on January 15, 2023. We may redeem the notes at our option, at any time in whole or in part, at the redemption prices described in this prospectus supplement under “Description of Notes — Optional Redemption.” If a Change of Control Transaction occurs, unless we have exercised our option to redeem the notes, holders of the notes may require us to repurchase the notes at the price described under “Description of Notes — Change of Control.”

The notes will be senior unsecured obligations and will rank equally with our other senior unsecured liabilities from time to time without any subordination. The notes will be issued only in registered form in minimum denominations of \$2,000 and integral multiples of \$1,000.

The notes are a new issue of securities with no established trading market. We do not intend to apply to list the notes on any securities exchange or quotation system.

See “[Risk Factors](#)” beginning on page S-4 in this prospectus supplement for a discussion of the risks that investors should consider in connection with an investment in the notes.

	Per Note
Public offering price (1)	99.672%
Underwriting discount	0.650%
Proceeds (before expenses) to AutoZone, Inc.	99.022%

(1) Plus accrued interest, if any, from November 13, 2012, if settlement occurs after that date.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the notes or this prospectus supplement or the accompanying prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the notes in book-entry form only through the facilities of The Depository Trust Company for the a

Clearstream Banking, société anonyme, and Euroclear Bank S.A./N.V., as operator of the Euroclear System, against payment in New York, N

Joint Book-Running Managers

Barclays BofA Merrill Lynch SunTrust Robinson Hum

Prospectus Supplement dated November 1, 2012

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Prospectus

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ABOUT THIS PROSPECTUS SUPPLEMENT

You should read this prospectus supplement along with the accompanying prospectus. This prospectus supplement and the accompanying prospectus and both contain information you should consider when making your investment decision.

The distribution of this prospectus supplement and the accompanying prospectus and the offering of the notes in certain jurisdictions may vary from the offering of the notes in other jurisdictions. Persons whose possession of this prospectus supplement and the accompanying prospectus come should inform themselves about and observe any such restrictions. This prospectus supplement and the accompanying prospectus do not constitute, and may not be used in connection with, an offer or solicitation by anyone in any jurisdiction where such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is made.

We are responsible for the information contained in this prospectus supplement, the accompanying prospectus, any free writing prospectus, and any other information incorporated by reference herein and therein filed by us with the Securities and Exchange Commission. Neither we nor the underwriters provide you with additional or different information. If anyone provides you with additional or different information, you should not rely on that information. The underwriters are making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information contained in this prospectus supplement, the accompanying prospectus, any free writing prospectus filed by us with the Securities and Exchange Commission, and any other information incorporated by reference is accurate only as of their respective dates. Our business, financial condition, results of operations and prospects may change after those dates.

When we refer to “we,” “our” and “us” in this prospectus supplement, we mean AutoZone, Inc., including, unless the context otherwise indicates, our subsidiaries. When we refer to “you” or “yours,” we mean the purchasers of the notes.

FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this prospectus supplement and the accompanying prospectus are forward-looking statements as defined in Section 27A of the Securities Act of 1933, as amended (the “Securities Act”) and Section 21E of the Securities Exchange Act of 1934 (the “Exchange Act”). Forward-looking statements typically use words such as “believe,” “anticipate,” “should,” “intend,” “plan,” “will,” “expect,” “estimate,” “project,” “strategy,” and similar expressions. These forward-looking statements are subject to a number of risks and uncertainties, including without limitation, the impact of recessionary conditions; competition; product demand; the ability to hire and retain qualified employees; consumer debt levels; inflation; changes in our suppliers; energy prices; war and the prospect of war, including terrorist activity; construction delays; access to available and feasible financing; and regulatory changes. Certain of these risks are discussed in more detail in the “Risk Factors” section contained in Item 1A under Part 1 of our Annual Report on Form 10-K for the year ended August 25, 2012, which is expressly incorporated by reference into this prospectus supplement and the accompanying prospectus, and the prospectus supplement under “Risk Factors.” These Risk Factors should be read carefully. Forward-looking statements are not guarantees of performance. Actual developments and business decisions may differ from those contemplated by such forward-looking statements, and events described above may occur that may materially and adversely affect our business. Forward-looking statements speak only as of the date made. Except as required by applicable law, we do not intend to update publicly any forward-looking statements, whether as a result of new information, future events or otherwise. Actual results may materially differ from those indicated by such forward-looking statements.

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This summary description of our business and the offering may not contain all the information that may be important to you. You should read this summary description in conjunction with the prospectus supplement and the accompanying prospectus, including the information set forth under the heading “Risk Factors” and the information incorporated by reference herein, before making an investment decision.

The Company

We are the nation’s leading retailer, and a leading distributor, of automotive replacement parts and accessories in the United States. At August 25, 2012, operated 4,685 stores in the United States, including Puerto Rico, and 321 in Mexico. Each of our stores carries an extensive line of automotive parts and accessories for passenger cars, utility vehicles, vans and light trucks, including new and remanufactured automotive hard parts, maintenance items, accessories and non-automotive products. In 2012, in 3,053 of our domestic stores, we also have a commercial sales program that provides commercial credit and prompt delivery of automotive parts and accessories to regional and national repair garages, dealers, service stations and public sector accounts. We have commercial programs in select stores to sell ALLDATA brand automotive diagnostic and repair software through www.alldata.com and www.alldatadiy.com. Additionally, we sell automotive parts, accessories, and non-automotive products through www.autozone.com, and our commercial customers can make purchases through www.autozone.com. We derive revenue from automotive repair or installation services.

Ratio of Earnings to Fixed Charges

Our consolidated ratio of earnings to fixed charges is as follows for the periods indicated:

Fiscal Year Ended			
August 30, 2008	August 29, 2009	August 28, 2010	August 27, 2011
6.8x	6.1x	6.2x	6.5x

We have computed the ratio of earnings to fixed charges by dividing earnings by fixed charges. For this purpose, “earnings” consists of earnings before interest and taxes, and “fixed charges” consist of interest expense on all indebtedness, capitalized interest, and the portion of rent expense on operating leases deemed representative of interest.

Risk factors

Investment in the notes involves risks. You should carefully consider the information under “Risk Factors” beginning on page S-4 of our prospectus supplement and the accompanying prospectus, including information incorporated by reference herein, and therein.

Additional information

AutoZone, Inc. is a Nevada corporation. Our executive offices are located at 123 South Front Street, Memphis, Tennessee 38103, and our telephone number is (901) 495-6500. We maintain a website at www.autozoneinc.com. Information contained on our website does not constitute a part of this prospectus supplement or the accompanying prospectus.

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<http://www.sec.gov/Archives/edgar/data/86>

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The following is a brief summary of some of the terms of this offering. It does not contain all of the information that you need to make an investment decision. To understand all of the terms of the offering of the notes, you should carefully read this prospectus supplement and the prospectus.

Issuer	AutoZone, Inc.
Securities Offered	\$300 million aggregate principal amount of 2.875% Senior Notes due 2023
Maturity Date	January 15, 2023
Interest Rate	2.875%
Interest Payment Dates	January 15 and July 15 of each year, beginning July 15, 2013
Optional Redemption	We may redeem the notes at our option, at any time in whole or from time to time, upon payment of cash, with 30 days' notice, or with 60 days' notice, at the redemption prices described in this prospectus supplement under "Description of Notes — Optional Redemption."
Ranking	<p>The notes:</p> <ul style="list-style-type: none"> • will be senior unsecured obligations; • will be senior to any future subordinated debt and other liabilities; • will rank equally with our other senior unsecured debt and other liabilities outstanding; • will be junior to any secured debt to the extent of the value of the assets securing such secured debt and other secured liabilities; and • will be effectively junior to all existing and future debt and other liabilities.
Change of Control	If a Change of Control Triggering Event occurs, unless we have exercised our right to redeem the notes, the holders of the notes may require us to repurchase the notes at a specific price. See "Description of Notes — Change of Control."
Covenants	The indenture under which the notes will be issued contains covenants restricting our ability, subject to certain exceptions, to incur debt secured by liens, to enter into certain transactions or to merge or consolidate with another entity or sell substantially all of our assets to another person. See "Description of Notes — Covenants."

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<http://www.sec.gov/Archives/edgar/data/86>

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Lack of a Public Market for the Notes	<p>We do not intend to apply to list the notes on any securities exchange. There is no assurance regarding:</p> <ul style="list-style-type: none"> • any future development or liquidity of a trading market for the notes; • the prices at which you may be able to sell your notes; or • your ability to sell your notes at all.
Form and Denominations	<p>We will issue the notes in the form of one or more fully registered global notes, which will be held by the nominee of The Depository Trust Company, or DTC. Beneficial interests in the notes will be held through book-entry accounts of financial institutions acting on behalf of indirect participants in DTC. Clearstream Banking, société anonyme, an operator of the Euroclear System, will hold interests on behalf of their U.S. depositaries, which in turn will hold such interests in accounts as provided in limited circumstances described in this prospectus supplement, owners of the notes will not be entitled to have notes registered in their names, will not receive the notes in definitive form and will not be considered holders of notes under the Securities Act, only in minimum denominations of \$2,000 and integral multiples of \$1,000.</p>
Use of Proceeds	<p>We intend to use the net proceeds from this offering for general corporate purposes, including repaying, redeeming or repurchasing existing debt, including commercial mortgages, expenditures, new store openings, repurchases of common stock under our stock repurchase program and acquisitions. See “Use of Proceeds” in this prospectus supplement.</p>
Further Issues	<p>We may, without the consent of the holders of the notes, create and issue additional notes ranking pari passu with the notes and otherwise identical to the notes in this offering, if any, will form a single series with the notes offered hereby and will have the same redemption or otherwise as such notes.</p>
Trustee	<p>The Bank of New York Mellon Trust Company, N.A.</p>
Governing Law	<p>The indenture and the notes provide that they will be governed by, and construed in accordance with, the laws of the State of New York.</p>

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RISK FACTORS

An investment in the notes involves a degree of risk. You should carefully consider the risks and uncertainties described below and the prospectus supplement and the accompanying prospectus and incorporated by reference herein before you decide whether to invest in the notes. You should also consider carefully the factors set forth under "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended August 25, 2011, as such may be updated in any future filings we make under the Exchange Act. If any of the risk factors were to occur, our business, financial condition and liquidity could be materially adversely affected. This may adversely affect our ability to pay interest on the notes or repay the principal of all of your investment.

Risks Related to the Notes

The notes will not be guaranteed by any of our subsidiaries and will be structurally subordinated to the debt and other liabilities and obligations of our subsidiaries, which means that creditors and preferred equity holders of our subsidiaries will be paid from their assets before holders of the notes to those assets.

The notes are exclusively obligations of AutoZone, Inc. Because most of our operations are currently conducted through subsidiaries, our consequent ability to service our debt, including the notes, are dependent upon the earnings of our subsidiaries and the distribution of those earnings and payments of funds by those subsidiaries to us. Our subsidiaries are separate and distinct legal entities and have no obligation, contingent or otherwise, pursuant to the notes or to make any funds available for such payments, whether by dividends, loans or otherwise. In addition, the payment of advances to us by our subsidiaries may be subject to statutory or contractual restrictions, are contingent upon the earnings of those subsidiaries and other considerations.

The notes will be effectively subordinated to all indebtedness and other liabilities, including current liabilities and commitments of our subsidiaries. Any right we have to receive assets of any of our subsidiaries upon the liquidation or reorganization of a subsidiary (and the right of the notes to participate in those assets) will be effectively subordinated to the claims of that subsidiary's creditors (including trade creditors), except as otherwise recognized as a creditor of such subsidiary, in which case our claims would still be subordinated to any security interests in the assets of such subsidiary senior to any of the indebtedness held by us.

Your right to receive payments on the notes is effectively subordinated to the rights of secured creditors.

Holders of our secured indebtedness and the secured indebtedness of any future guarantors will have claims that are prior to yours to the extent of the value of the assets securing that other indebtedness. The notes will be effectively subordinated to all of our secured indebtedness and such debt. In the event of any distribution or payment of our assets or any pledged capital stock in any foreclosure, dissolution, winding-up, liquidation or bankruptcy proceeding, holders of secured indebtedness will have prior claim to those of our assets and any pledged capital stock that constitute the assets of the notes. The notes will participate ratably in our remaining assets with all holders of our unsecured indebtedness that is deemed to be of the same class as our other general creditors, based upon the respective amounts owed to each holder or creditor. In any of the foregoing events, we cannot assure you that we will have sufficient assets to pay amounts due on the notes. As a result, holders of notes may receive less, ratably, than holders of secured indebtedness.

If we default on our obligations to pay our other indebtedness, we may not be able to make payments on the notes.

Any default under the agreements governing our indebtedness, including a default under any credit facility to which we may be a party or under any loan agreements with lenders, and the remedies sought by the holders of such indebtedness could make us unable to pay principal, premium, if any, and interest on the notes.

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decrease the market value of the notes. If we are unable to generate sufficient cash flow and are otherwise unable to obtain funds necessary to pay the principal, premium, if any, and interest on our indebtedness, or if we otherwise fail to comply with the various covenants, including financial and operating covenants, governing our indebtedness (including our existing credit facility), we could be in default under the terms of the agreements governing such indebtedness. In the event of default, the holders of such indebtedness could elect to declare all the funds borrowed thereunder to be due and payable, together with accrued interest, under any credit facility could elect to terminate their commitments, cease making further loans and institute foreclosure proceedings against us in the event of our bankruptcy or liquidation. If our operating performance declines, we may in the future need to seek to obtain waivers from the required lenders to avoid debt that we may incur in the future to avoid being in default. If we breach our covenants under any credit facility and seek a waiver, we may not be able to obtain the required lenders. If this occurs, we would be in default under any credit facility, the lenders could exercise their rights as described above in the event of our bankruptcy or liquidation. If we are unable to repay debt, lenders having secured obligations could proceed against the collateral securing the debt. If the indentures governing the notes, the indentures governing our notes that are currently outstanding and the agreements governing any credit facility will have a default if the indebtedness under the notes or under any credit facility or any of our other facilities is accelerated, we may be unable to repay or finance our obligations under the Notes.”

If an active trading market does not develop for these notes you may not be able to resell them.

Prior to this offering, there was no public market for these notes and we cannot assure you that an active trading market will develop. We do not intend to apply to list the notes on any securities exchange. If no active trading market develops, you may not be able to resell your notes at their fair market value. The prices of the notes will depend on many factors, including, among other things, prevailing interest rates, our operating results and the market conditions. We are informed by the underwriters that they currently intend to make a market in these notes after this offering is completed. However, the underwriters do not intend to do so at any time.

The indenture does not restrict the amount of additional debt that we may incur.

The notes and indenture under which the notes will be issued do not place any limitation on the amount of unsecured debt that we may incur. The amount of additional debt may have important consequences for you as a holder of the notes, including making it more difficult for us to satisfy our obligations to you in the event of our loss in the trading value of your notes, if any, and a risk that the credit rating of the notes is lowered or withdrawn.

Our credit ratings may not reflect all risks of your investments in the notes.

Our credit ratings are an assessment by rating agencies of our ability to pay our debts when due. Consequently, real or anticipated changes in our credit ratings generally affect the market value of the notes. These credit ratings may not reflect the potential impact of risks relating to structure or market conditions. We do not make a recommendation to buy, sell or hold any security, and may be revised or withdrawn at any time by the issuing organization. Each agency's rating is made independently of any other agency's rating.

We may not be able to repurchase the notes upon a Change of Control Triggering Event.

Upon the occurrence of a Change of Control Triggering Event, unless we have exercised our right to redeem the notes, each holder of the notes may require us to repurchase all or any part of such holder's notes at a price equal to 101% of their principal amount, plus accrued and unpaid interest. If we experience a Change of Control Triggering Event, there can be no assurance that we

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would have sufficient financial resources available to satisfy our obligations to repurchase the notes and any other indebtedness that may be as a result of such event. Our failure to repurchase the notes as required under the indenture governing the notes would result in a default and material adverse consequences for us and the holders of the notes. See “Description of Notes — Change of Control.”

Under clause (4) of the definition of “Change of Control” described under “Description of Notes — Change of Control,” a change of control under an indenture provision similar to ours may nevertheless be avoided if the existing directors were to approve the slate (which would constitute a majority of the new board) as “continuing directors” solely for purposes of avoiding the triggering of such change of control. The Court suggested that there may be a possibility that directors give their approval in the good faith exercise of their fiduciary duties. The Court also suggested that there may be a possibility that outstanding debt securities upon a change of control triggered by a failure to have a majority of “continuing directors” may be unenforceable. Nevada case law addressing this issue, but the United States District Court in Nevada has, on prior occasion when applying Nevada law, found case law in the absence of Nevada statutory or case law on point for an issue of corporate law.

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USE OF PROCEEDS

We expect the net proceeds from the sale of the notes in this offering will be approximately \$296 million, after deducting the offering expenses payable by us.

We intend to use the net proceeds from this offering for general corporate purposes, which may include repaying, redeeming or commercial paper, for working capital, capital expenditures, new store openings, repurchases of common stock under our stock repurchase program, and for other investment-grade securities. Funds not required immediately for these purposes in short-term, interest-bearing or other investment-grade securities.

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DESCRIPTION OF NOTES

The following description of the terms and provisions of the notes supplements the description in the accompanying prospectus of the debt securities, to which description reference is hereby made. In this section entitled “Description of Notes,” references to “we,” “us,” “our,” and “AutoZone, Inc.” only AutoZone, Inc. and not any of its subsidiaries.

General

The aggregate principal amount of the notes offered hereby will initially be limited to \$300 million, subject to increase as set forth in the prospectus. The notes will mature on January 15, 2023 and will bear interest at a rate of 2.875% per year.

The notes will be issued under an indenture dated as of August 8, 2003, between us and The Bank of New York Mellon Trust Company, N.A.), as trustee, as supplemented by an officers’ certificate dated November 13, 2012, setting forth the terms and conditions of the indenture, as supplemented by the officers’ certificate dated November 13, 2012, as the indenture.

Interest on the notes will accrue from November 13, 2012 and will be payable semiannually in arrears on January 15 and July 15, 2013, to the persons in whose names the notes are registered at the close of business on January 1 and July 1 (whether or not a business day) on the payment dates. If any interest payment date is not a business day, then payment of interest will be made on the next business day, but without a grace period for the period from and after the applicable interest payment date to the next business day. Interest will be computed on the notes on the basis of 30 days per month.

The notes will not be subject to any sinking fund.

The notes will be represented by one or more registered notes in global form, but in certain limited circumstances may be represented by physical notes. See “Description of Notes — Book-Entry Delivery and Settlement — Global Notes.” The notes will be issued only in minimum denominations of \$1,000 in excess thereof.

Ranking

The notes will be senior unsecured obligations of AutoZone, Inc. and will rank equally and ratably with all other unsecured and unsubordinated obligations of AutoZone, Inc. from time to time outstanding. The notes are exclusively obligations of AutoZone, Inc. Because most of our operations are carried out through our subsidiaries, our cash flow and our consequent ability to service our debt, including the notes, are dependent upon the earnings of our subsidiaries and the availability of funds from loans or other payments of funds by those subsidiaries to us. Our subsidiaries are separate and distinct legal entities and have no obligation to make any amounts due pursuant to the notes or to make any funds available for such payments, whether by dividends, loans or otherwise. In addition, the making of loans and advances to us by our subsidiaries may be subject to statutory or contractual restrictions, are contingent upon the earnings of our subsidiaries and are subject to various business considerations.

The notes will be effectively subordinated to all indebtedness and other liabilities, including current liabilities and commitments of AutoZone, Inc. and its subsidiaries. Any right we have to receive assets of any of our subsidiaries upon the liquidation or reorganization of a subsidiary (and the right of the notes to participate in those assets) will be effectively subordinated to the claims of that subsidiary’s creditors (including trade creditors), except to the extent recognized as a creditor of such subsidiary, in which

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case our claims would still be subordinated to any security interests in the assets of such subsidiary and any indebtedness of such subsidiary by us. See “Risk Factors — Risks Related to the Notes — The notes will not be guaranteed by any of our subsidiaries and will be structurally subordinated to the liabilities and any preferred equity of our subsidiaries, which means that creditors and preferred equity holders of our subsidiaries will be paid before the notes would have any claims to those assets.”

Optional Redemption

The notes will be redeemable at our option at any time in whole or from time to time in part. If the notes are redeemed before the maturity date of the notes), the redemption price will equal the greater of:

- 100% of the principal amount of the notes to be redeemed; and
- the sum of the present values of the remaining scheduled payments of principal and interest on the notes to be redeemed (not including interest accrued to the date of redemption) discounted to the date of redemption on a semiannual basis (assuming a 360-day year) at the Adjusted Treasury Rate, plus 20 basis points, as determined in good faith by us.

If the notes are redeemed on or after October 15, 2022 (three months prior to the maturity date of the notes), the redemption price will be the principal amount of the notes.

The redemption price for the notes will include, in each case, accrued interest on the notes being redeemed to the date of redemption.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the date of redemption to each holder of the notes. Notwithstanding anything to the contrary in Section 4.4 of the indenture, notice of any redemption of notes before October 15, 2022 need not be given in the manner of calculation thereof. We will give the trustee notice of the amount of the redemption price for any such redemption promptly after the date of redemption. The trustee shall have no responsibility for such calculation. Unless we default in payment of the redemption price, on and after the date of redemption, we will not be liable for the notes or portions of the notes called for redemption.

For purposes of determining the optional redemption price for any notes redeemed before October 15, 2022, the following definitions apply:

“*Adjusted Treasury Rate*” means, with respect to any date of redemption, the rate per year equal to the semiannual equivalent yield of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Issue price at the date of redemption.

“*Comparable Treasury Issue*” means the United States Treasury security selected by the Quotation Agent as having a maturity closest to the maturity of the notes to be redeemed that would be used, at the time of selection and under customary financial practice, in pricing new issues of corporate bonds with a maturity to the remaining term of the notes.

“*Comparable Treasury Price*” means, with respect to any date of redemption, the average of the Reference Treasury Dealer Quotations, after excluding the highest and lowest Reference Treasury Dealer Quotations, or if the Quotation Agent obtains fewer than four Reference Treasury Dealer Quotations, the price of the Comparable Treasury Issue at the date of redemption.

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“*Quotation Agent*” means one of the Reference Treasury Dealers appointed by us.

“*Reference Treasury Dealer*” means each of Barclays Capital Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated and its primary U.S. government securities dealer in New York City (a “Primary Treasury Dealer”) selected by SunTrust Robinson Humphrey, Inc. and we select. If any of the foregoing ceases to be a Primary Treasury Dealer, we must substitute another Primary Treasury Dealer.

“*Reference Treasury Dealer Quotations*” means, with respect to each Reference Treasury Dealer and any date of redemption, the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) as quoted by the Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day before the date of redemption.

Change of Control

If a Change of Control Triggering Event occurs with respect to the notes, unless we have exercised our option to redeem such notes, the notes will have the right to require us to make an offer (a “Change of Control Offer”) to each holder of the notes to repurchase all or any portion (a multiple of \$1,000 in excess thereof) of that holder’s notes on the terms set forth in such notes. In a Change of Control Offer, we will be required to repurchase 101% of the aggregate principal amount of notes repurchased, plus accrued and unpaid interest, if any, on the notes repurchased to the date of “Change of Control Payment”). Within 30 days following any Change of Control Triggering Event or, at our option, prior to any Change of Control, but after publication of a notice that constitutes or may constitute the Change of Control, a notice will be mailed to holders of the notes, describing the transaction that constitutes the Change of Control Triggering Event and offering to repurchase such notes on the date specified in the applicable notice, which date will be no earlier than 30 days from the date such notice is mailed (a “Change of Control Payment Date”). The notice will, if mailed prior to the date of consummation of the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the applicable Change of Control Payment Date.

On each Change of Control Payment Date, we will, to the extent lawful:

- accept for payment all notes or portions of notes properly tendered pursuant to the applicable Change of Control Offer;
- deposit with the paying agent an amount equal to the Change of Control Payment in respect of all notes or portions of notes properly tendered;
- deliver or cause to be delivered to the trustee the notes properly accepted together with an officers’ certificate stating the aggregate principal amount of portions of notes being repurchased.

We will not be required to make a Change of Control Offer upon the occurrence of a Change of Control Triggering Event if a third party, in any manner, at the times and otherwise in compliance with the requirements for an offer made by us and the third party repurchases all notes properly tendered pursuant to its offer. In addition, we will not repurchase any notes if there has occurred and is continuing on the Change of Control Payment Date an event that constitutes a default in the payment of the Change of Control Payment upon a Change of Control Triggering Event.

We will comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations that are applicable in connection with the repurchase of the notes as a result of a Change of Control Triggering Event. To the extent that such laws or regulations conflict with the Change of Control Offer provisions of the notes, we will

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comply with those securities laws and regulations and will not be deemed to have breached our obligations under the Change of Control Office Agreement in the event of any such conflict.

For purposes of the foregoing discussion of the repurchase of the notes at the option of the holders, the following definitions apply:

“*Capital Stock*” of a corporation means the capital stock of every class whether now or hereafter authorized, regardless of whether the stock is limited to a fixed sum or percentage with respect to the rights of the holders thereof to participate in dividends and in the distribution of assets in liquidation, dissolution or winding up of such corporation.

“*Change of Control*” means the occurrence of any of the following: (1) the direct or indirect sale, lease, transfer, conveyance or disposition (including a merger or consolidation), in one or more series of related transactions, of all or substantially all of our assets and the assets of our subsidiaries other than AutoZone, Inc. or one of our subsidiaries; (2) the consummation of any transaction (including, without limitation, any merger or consolidation) in which any Person becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of our Voting Stock or other Voting Stock into which our Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than value; (3) any Person with, or merge with or into, any Person, or any Person consolidates with, or merges with or into, us, in any such event pursuant to a transaction in which our Voting Stock or the Voting Stock of such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction in which our Voting Stock outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving Person or indirect parent company of the surviving Person immediately after giving effect to such transaction; (4) the first day on which a majority of our Directors are not Continuing Directors; or (5) the adoption of a plan relating to AutoZone, Inc.’s liquidation or dissolution. Notwithstanding the foregoing, a Change of Control shall not be deemed to involve a Change of Control under clause (2) above if (i) we become a direct or indirect wholly-owned subsidiary of a holding company and the direct or indirect holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as the holders of our Voting Stock to that transaction or (B) immediately following that transaction no Person (other than a holding company satisfying the requirements of this section) becomes the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of such holding company.

“*Change of Control Triggering Event*” means the occurrence of both a Change of Control and a Rating Event.

“*Continuing Directors*” means, as of any date of determination, any member of our Board of Directors who (A) was a member of our Board of Directors on the date the notes were issued or (B) was nominated for election, elected or appointed to such Board of Directors with the approval of a majority of the members of such Board of Directors at the time of such nomination, election or appointment (either by a specific vote or by approval of a proxy holder who was named as a nominee for election as a director, without objection to such nomination).

“*Fitch*” means Fitch Inc., and its successors.

“*Investment Grade Rating*” means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by S&P, and the equivalent investment grade credit rating from any replacement Rating Agency or Rating Agencies selected by us.

“*Moody’s*” means Moody’s Investors Service, Inc., and its successors.

“*Person*” has the meaning given thereto in Section 13(d)(3) of the Exchange Act.

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“*Rating Agencies*” means (1) each of Fitch, Moody’s and S&P; and (2) if any of Fitch, Moody’s or S&P ceases to rate the notes publicly available for reasons outside of our control, a “nationally recognized statistical rating organization” within the meaning of Rule 15c Act selected by us (as certified by a resolution of our Board of Directors) as a replacement agency for Fitch, Moody’s or S&P, or all of them.

“*Rating Event*” means the rating on the notes is lowered by at least two of the three Rating Agencies and the notes are rated by at least two of the three Rating Agencies on any day during the period (which period will be extended so long as the rating of the notes is under a possible downgrade by any of the Rating Agencies) commencing 60 days prior to the first public notice of the occurrence of a Change of Control and ending 60 days following consummation of such Change of Control.

“*S&P*” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Corporation, Inc., and its successors.

“*Voting Stock*” means, with respect to any specified Person that is a corporation as of any date, the Capital Stock of such Person generally in the election of the Board of Directors of such Person.

Covenants

Limitation on Liens

The indenture provides that we will not, and will not permit any of our subsidiaries to, create, incur, issue, assume or guarantee (other than Permitted Liens) upon any Property, or upon shares of Capital Stock or evidence of debt issued by any of our subsidiaries and owned by us or any subsidiary on the date of issuance of any senior debt securities, without making effective provision to secure all of the notes, equally and ratably thereby, so long as such debt shall be so secured.

Limitation on Sale and Leaseback Transactions

Under the indenture, we covenant that we will not, and will not permit any subsidiary to, enter into any arrangement with any person or any subsidiary of any Property that has been or is to be sold or transferred by us or such subsidiary to such person more than 180 days following the acquisition of such Property, with the intention of taking back a lease of such Property (a “Sale and Leaseback Transaction”) unless the terms of such arrangement are determined by our board of directors to be fair and arm’s-length and either:

- within 12 months after the receipt of the proceeds of the sale or transfer, we or any subsidiary apply an amount equal to the net proceeds of such sale or transfer or the fair value of such Property at the time of such sale or transfer to the prepayment or retirement (or both) of Senior Funded Debt; or
- we or such subsidiary would be entitled, at the effective date of the sale or transfer, to incur debt secured by a Lien on the Property equal to the Attributable Debt in respect of the Sale and Leaseback Transaction, without equally and ratably securing such debt as described under “— Limitation on Liens.”

The foregoing restriction in the paragraph above will not apply to any Sale and Leaseback Transaction (i) for a term of not more than 12 months or (ii) between us and a subsidiary or between subsidiaries, provided that the lessor is us or a wholly owned subsidiary.

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Consolidation, Merger and Sale of Assets

We may not consolidate with or merge with or into, or convey, transfer or lease all or substantially all of our properties and as a successor person, unless:

- we are the surviving corporation or the successor person (if other than AutoZone, Inc.) is organized and validly existing under jurisdiction and expressly assumes our obligations on the notes and under the indenture;
- immediately after giving effect to the transaction, no event of default, and no event which, after notice or lapse of time, or both shall have occurred and be continuing under the indenture; and
- certain other conditions are met.

Notwithstanding the foregoing, any of our subsidiaries may consolidate with, merge into or transfer all or part of its properties indirect wholly owned subsidiaries.

No Restriction on Sale or Issuance of Stock of Subsidiaries

The indenture does not contain covenants that prevent us from selling, transferring or otherwise disposing of any shares of, or warrants or rights to subscribe for or purchase shares of, Voting Stock (as defined above in “— Change of Control”) of any of our subsidiaries from issuing any shares of, securities convertible into, or options, warrants or rights to subscribe for or purchase shares of, Voting Stock of s

Definitions

The following terms used in “Description of Notes — Covenants” are defined as follows.

“*Attributable Debt*” in respect of a Sale and Leaseback Transaction means, at the time of determination, the present value discount the terms of the lease (as determined in good faith by us) of the obligations of the lessee under such lease for net rental payments during the re any period for which such lease has been extended or may, at our option, be extended).

“*Consolidated Net Tangible Assets*” means the aggregate amount of our assets (less applicable reserves and other properly de subsidiaries’ assets after deducting therefrom (a) all current liabilities (excluding any debt for money borrowed having a maturity of less than most recent consolidated balance sheet but which by its terms is renewable or extendable beyond twelve months from such date at the option trade names, patents, unamortized debt discount and expense and other like intangibles, all as set forth on our most recent consolidated balan with U.S. generally accepted accounting principles, or GAAP.

“*Funded Debt*” means debt which matures more than one year from the date of creation, or which is extendable or renewable it may become payable more than one year from such date or which is classified, in accordance with United States generally accepted accou the consolidated balance sheet for the most-recently ended fiscal quarter (or if incurred subsequent to the date of such balance sheet, would h for which the determination is being made. Funded Debt does not include (1) obligations created pursuant to leases, (2) any debt or portion t year from the time of any computation of the amount of outstanding Funded Debt unless such debt shall be extendable or renewable at the sole that it may become payable more than one year from such time, or (3) any debt for which money in the amount necessary for the payment or r trust either at or before the maturity date thereof.

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“*Lien*” means, with respect to any Property, any mortgage or deed of trust, pledge, hypothecation, security interest, lien, encumbrance of any kind or nature on or with respect to such Property.

“*Permitted Liens*” mean:

- Liens (other than Liens created or imposed under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), governmental changes or levies not yet due or Liens for taxes being contested in good faith by appropriate proceedings for which reserves determined in accordance with GAAP have been established (and as to which the Property subject to any such Lien is not yet subject to foreclosure thereof);
- statutory Liens of landlords and Liens of mechanics, materialmen and suppliers and other Liens imposed by law or pursuant to court order of title arising in the ordinary course of business, provided that any such Liens which are material secure only amounts not yet due and payable, are unfiled and no other action has been taken to enforce the same or are being contested in good faith by appropriate proceedings and reserves determined in accordance with GAAP have been established (and as to which the Property subject to any such Lien is not yet subject to loss on account thereof);
- Liens (other than Liens created or imposed under ERISA) incurred or deposits made by us and our subsidiaries in the ordinary course of business to secure workers’ compensation, unemployment insurance and other types of social security, or to secure the performance of tenders, contracts, government contracts, performance and return-of-money bonds and other similar obligations (exclusive of obligations for the performance of government contracts);
- Liens in connection with attachments or judgments (including judgment or appeal bonds), provided that the judgments secured thereby, have been discharged or execution thereof stayed pending appeal, or shall have been discharged within 30 days after the date of the judgment or appeal thereof;
- Liens securing indebtedness incurred to finance the purchase price or cost of construction of Property (or additions, substantial improvements thereto), provided that such Liens and the indebtedness secured thereby are incurred within twelve months of the commencement of construction (or addition, repair, alteration or improvement) and full operation thereof;
- Liens securing industrial revenue bonds, pollution control bonds or similar types of tax-exempt bonds;
- Liens arising from deposits with, or the giving of any form of security to, any governmental agency required as a condition to the issuance of any privilege, franchise or license;
- easements, rights-of-way, restrictions (including zoning restrictions), minor defects or irregularities in title and other similar conditions, in any material respect, impairing the use of the encumbered Property for its intended purposes;
- leases or subleases granted to others not interfering in any material respect with our business, including our subsidiaries, taken in the ordinary course of business;
- Liens on Property at the time such Property is acquired by us or any of our subsidiaries;
- Liens on Property of any person at the time such person becomes one of our subsidiaries;
- Liens on receivables from customers sold to third parties pursuant to credit arrangements in the ordinary course of business;
- Liens existing on the date of this prospectus supplement or any extensions, amendments, renewals, refinancings, replacements or substitutions of such Liens.

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- Liens on any Property created, assumed or otherwise brought into existence in contemplation of the sale or other disposition of directly or indirectly, by way of share disposition or otherwise;
- Liens securing debt of one of our subsidiaries owed to us or to another one of our subsidiaries;
- Liens in favor of the United States of America or any State thereof, or any department, agency or instrumentality or political subdivision thereof, for the progress, advance or other payments;
- Liens to secure debt of joint ventures in which we or any of our subsidiaries has an interest, to the extent such Liens are on Property of joint ventures; and
- other Liens on our Property and the Property of our subsidiaries securing debt having an aggregate principal amount (or deemed principal amount of Debt) not to exceed, as of any date of incurrence of such secured debt pursuant to this clause and after giving effect to such incurrence, the proceeds therefrom, the greater of (1) \$500 million and (2) 15% of our Consolidated Net Tangible Assets.

“*Property*” means any building, structure or other facility, together with the land upon which it is erected and fixtures comprising such building, structure or other facility, used in the manufacturing, assembling, repairing, storing, selling automotive parts and accessories or the warehousing or distributing of such products, owned or leased by us or any one of our Significant Subsidiaries.

“*Senior Funded Debt*” means all Funded Debt of ours or our subsidiaries (except Funded Debt, the payment of which is subordinated to the payment of our or our subsidiaries’ securities).

“*Significant Subsidiaries*” means any of our subsidiaries that is a “significant subsidiary” as defined in Rule 1-02 of Regulation S-X under the Securities Act.

Events of Default

The term “event of default” means, with respect to the notes, any of the following:

- default in the payment of any interest upon any note when it becomes due and payable, and continuance of that default for a period of 30 days after the amount of the payment is deposited by us with the trustee or with a paying agent prior to the expiration of the 30-day period);
- default in the payment of principal of or premium on any note when due and payable;
- default in the deposit of any sinking fund payment, when and as due in respect of any note and continuance of such default for a period of 30 days after the amount of the payment is deposited by us with the trustee or with a paying agent prior to the expiration of the 30-day period);
- default in the performance or breach of any other covenant or warranty by us in the indenture (other than a covenant or warranty the nonperformance or breach are addressed elsewhere in this paragraph and other than a covenant that has been included in the indenture for a series of notes other than the notes), which default continues uncured for a period of 90 days after we receive written notice from the holders of not less than 25% in principal amount of the outstanding notes as provided in the indenture;
- a default in the payment of principal when due or resulting in acceleration of our other debt or debt of our Significant Subsidiaries in an amount with respect to which such default or acceleration has occurred exceeds \$75 million, provided that such event of default is cured or waived or such indebtedness is discharged; and
- certain events of bankruptcy, insolvency or reorganization of our company or any of our Significant Subsidiaries.

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No event of default with respect to a particular series of notes (except as to certain events of bankruptcy, insolvency or reorganization) shall constitute an event of default with respect to any other series of notes. The occurrence of an event of default may constitute an event of default under our indenture from time to time. In addition, the occurrence of certain events of default or an acceleration under the indenture may constitute an event of default under the indenture with respect to notes outstanding from time to time.

If an event of default with respect to notes at the time outstanding occurs and is continuing, then the trustee or the holders of notes at the time outstanding may, by a notice in writing to us (and to the trustee if given by the holders), declare to be due and payable immediately the principal amount of and accrued and unpaid interest, if any, on all notes. In the case of an event of default resulting from certain events of bankruptcy, insolvency or reorganization (as defined in the indenture) of and accrued and unpaid interest, if any, on the notes will become and be immediately due and payable without any declaration or acceleration by any holder of the notes. At any time after a declaration of acceleration with respect to the notes has been made, but before a judgment or decree has been obtained by the trustee, the holders of a majority in principal amount of the notes may rescind and annul the acceleration if all events of default which have accelerated principal and interest, if any, with respect to the notes, have been cured or waived as provided in the indenture.

The indenture provides that the trustee will be under no obligation to exercise any of its rights or powers under the indenture unless the trustee receives indemnity satisfactory to it against any loss, liability or expense. Subject to certain rights of the trustee, the holders of the notes of any series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee conferred on the trustee with respect to the notes of such series.

No holder of any note of any series will have any right to institute any proceeding, judicial or otherwise, with respect to the indenture, receiver or trustee, or for any remedy under the indenture, unless:

- that holder has previously given to the trustee written notice of a continuing event of default with respect to notes of such series;
- the holders of at least a majority in principal amount of the notes of such series have made written request, and offered reasonable security for the proceeding as trustee, and the trustee has not received from the holders of a majority in principal amount of the notes of such series that request and has failed to institute the proceeding within 60 days.

Notwithstanding the foregoing, the holder of any note will have an absolute and unconditional right to receive payment of the principal and interest on, that note on or after the due dates expressed in that note and to institute suit for the enforcement of payment.

If any securities are outstanding under the indenture, the indenture requires us, within 120 days after the end of our fiscal year, to comply with the indenture. The indenture provides that the trustee may withhold notice to the holders of notes of any series of any default (including payment on any notes of such series) with respect to notes of such series if it in good faith determines that withholding notice is in the interest of the holders of such notes.

Modification and Waiver

We may enter into supplemental indentures for the purpose of modifying or amending the indenture with respect to the notes with the consent of at least a majority in aggregate principal amount of the notes. However, the consent of each holder affected is required for any amendment to:

- reduce the amount of notes whose holders must consent to an amendment or waiver;

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- reduce the rate of or extend the time for payment of interest (including default interest) on any note;
- reduce the principal of or premium on or change the fixed maturity of any note or reduce the amount of, or postpone the date fixed for, or analogous obligation with respect to the notes;
- reduce the principal amount of discount securities payable upon acceleration of maturity;
- waive a default in the payment of the principal of, or premium or interest on, any note (except a rescission of acceleration of the notes) by a majority in aggregate principal amount of the then outstanding notes and a waiver of the payment default that resulted from such default;
- make the principal of, or premium or interest on, any note payable in currency other than that stated in the note;
- make any change to certain provisions of the indenture relating to, among other things, the right of holders of notes to receive payment of principal and interest on, those notes and to institute suit for the enforcement of any such payment and waivers of defaults or events of default;
- waive a redemption payment with respect to any note.

We and the trustee may amend the indenture or the notes, without notice to or the consent of any holder of a note, to, among other things,

- cure any ambiguity, defect or inconsistency;
- comply with the indenture's provisions with respect to successor corporations;
- provide for the issuance of uncertificated notes in addition to or in place of certificated notes;
- add to the covenants or the events of default for the benefit of holders of the notes or surrender any right or power conferred on the trustee;
- add to, change or eliminate any of the provisions of the indenture in respect of one or more series of notes, provided, however, that such amendment (A) shall neither (1) apply to any note of any series created prior to the execution of such amendment and entitled to the benefit of such provision, nor (2) modify the rights of a holder of any such note with respect to such provision, or (B) shall become effective only when there is no such note created prior to such amendment and entitled to the benefit of such provision;
- establish additional series of notes as permitted by the indenture; or
- comply with requirements of the SEC in order to maintain the qualification of the indenture under the Trust Indenture Act of 1939.

Except for certain specified provisions, the holders of at least a majority in principal amount of the outstanding notes of any series of notes of such series waive our compliance with provisions of the indenture. The holders of a majority in principal amount of the outstanding notes of such series waive any past default under the indenture with respect to such series and its consequences, except for the acceleration of the principal of, or any premium or interest on, any note of such series or in respect of a covenant or provision, which cannot be modified or amended in respect of each outstanding note of the series affected; provided, however, that the holders of a majority in principal amount of the outstanding notes of such series waive acceleration and its consequences, including any related payment default that resulted from the acceleration.

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Defeasance of Notes and Certain Covenants in Certain Circumstances

Legal Defeasance

The indenture provides that, unless otherwise provided by the terms of the applicable series of notes, we may be discharged from the notes of any series (except for certain obligations to register the transfer or exchange of notes of such series, to replace stolen, lost or missing notes, to maintain paying agencies and certain provisions relating to the treatment of funds held by paying agents). We will be so discharged upon the payment of money and/or U.S. government obligations or, in the case of notes denominated in a single currency other than U.S. dollars, foreign government obligations, if the payment of interest and principal in accordance with their terms, will provide money in an amount sufficient in the opinion of a nationally recognized independent public accountants to pay and discharge each installment of principal of, premium and interest on and any mandatory sinking fund payments in respect of the notes on the stated maturity of those payments in accordance with the terms of the indenture and those notes.

This discharge may occur only if, among other things, we have delivered to the trustee an opinion of counsel stating that we have not been published by, the United States Internal Revenue Service (the "IRS") a ruling, or, since the date of execution of the indenture, there has been a change in United States federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the holders of the notes of such series will not recognize income or gain or loss for United States federal income tax purposes as a result of the deposit, defeasance and discharge and will be subject to United States federal income tax amounts and in the same manner and at the same times as would have been the case if the deposit, defeasance and discharge had not occurred.

Defeasance of Certain Covenants

The indenture provides that, unless otherwise provided by the terms of the applicable series of notes, upon compliance with certain conditions, we may:

- we may omit to comply with the covenant described under the heading "Covenants — Consolidation, Merger and Sale of Assets" set forth in the indenture; and
- any omission to comply with those covenants will not constitute a default or an event of default with respect to the notes of such series.

The conditions include:

- depositing with the trustee money and/or U.S. government obligations or, in the case of notes denominated in a single currency other than U.S. dollars, foreign government obligations, that, through the payment of interest and principal in accordance with their terms, will provide money in an amount sufficient in the opinion of a nationally recognized independent public accountants to pay and discharge each installment of principal of, premium and interest on and any mandatory sinking fund payments in respect of the notes of such series on the stated maturity of those payments in accordance with the terms of the indenture and those notes;
- delivering to the trustee an opinion of counsel to the effect that the holders of the notes of such series will not recognize income or gain or loss for United States federal income tax purposes as a result of the deposit and related covenant defeasance and will be subject to United States federal income tax amounts in the same manner and at the same times as would have been the case if the deposit and related covenant defeasance had not occurred.

Covenant Defeasance and Events of Default

In the event we exercise our option to effect covenant defeasance with respect to any series of notes and the notes of such series, we will be so discharged because of the occurrence of any event of default, the

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amount of money and/or U.S. government obligations or foreign government obligations on deposit with the trustee will be sufficient to pay a at the time of their stated maturity but may not be sufficient to pay amounts due on the notes of such series at the time of the acceleration result case, we would remain liable for those payments.

- “Foreign government obligations” means, with respect to notes of any series that are denominated in a currency other than U.S.
- direct obligations of the government that issued or caused to be issued such currency for the payment of which obligations its f are not callable or redeemable at the option of the issuer thereof; or
 - obligations of a person controlled or supervised by or acting as an agency or instrumentality of that government the timely pay guaranteed as a full faith and credit obligation by that government which are not callable or redeemable at the option of the iss

Satisfaction and Discharge

The indenture will generally cease to be of any further effect with respect to any series of notes, if:

- we have delivered to the trustee for cancellation all outstanding notes of such series (with certain limited exceptions), or
- all notes of such series not previously delivered to the trustee for cancellation have become due and payable or are by their ter one year, and we have deposited with the trustee as trust funds the entire amount sufficient to pay all of the outstanding notes,
- and, in either case, we also pay or cause to be paid all other sums payable under the indenture by us.

The indenture will be deemed satisfied and discharged when no notes remain outstanding and when we have paid all other sum

Any monies and U.S. government obligations deposited with the trustee for payment of principal of, and interest and premium, remaining unclaimed by the holders of the notes for two years after the date upon which the principal of, and interest and premium, if any, on, have become due and payable, shall be repaid to us by the trustee on written demand. Thereafter, the holder of such notes may look only to us

Book-Entry Delivery and Settlement

Global Notes

We will issue the notes in the form of one or more global notes in definitive, fully registered, book-entry form. The global note of DTC and registered in the name of Cede & Co., as nominee of DTC.

DTC, Clearstream and Euroclear

Beneficial interests in the global notes will be represented through book-entry accounts of financial institutions acting on behalf indirect participants in DTC. Investors may hold interests in the global notes through either DTC (in the United States), Clearstream Banking we refer to as Clearstream, or Euroclear Bank S.A./N.V., as operator of the Euroclear System, which we refer to as Euroclear, in Europe, eit such systems or indirectly through organizations that are participants in such systems. Clearstream and Euroclear will hold interests on behal customers' securities accounts in Clearstream's and Euroclear's

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names on the books of their U.S. depositories, which in turn will hold such interests in customers' securities accounts in the U.S. depositories

We understand that:

- DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a trust company under Section 17A of the Exchange Act.
- DTC holds securities that its participants deposit with DTC and facilitates the settlement among participants of securities transactions in deposited securities through electronic computerized book-entry changes in participants' accounts, thereby eliminating the need for securities certificates.
- Direct participants include securities brokers and dealers, banks, trust companies, clearing corporations and other organizations.
- DTC is owned by a number of its direct participants and by The New York Stock Exchange, Inc. and the Financial Industry Regulatory Authority, Inc. (the National Association of Securities Dealers, Inc.).
- Access to the DTC system is also available to others such as securities brokers and dealers, banks and trust companies that clear through a clearing relationship with a direct participant, either directly or indirectly.
- The rules applicable to DTC and its direct and indirect participants are on file with the SEC.

We understand that Clearstream is incorporated under the laws of Luxembourg as a professional depository. Clearstream holds securities and facilitates the clearance and settlement of securities transactions between its customers through electronic book-entry changes in accounts of its customers, thereby eliminating the need for physical movement of certificates. Clearstream provides to its customers, among other things, services for safekeeping, administrative services, and internationally traded securities and securities lending and borrowing. Clearstream interfaces with domestic markets in several countries. As a depository, Clearstream is subject to regulation by the Luxembourg Commission for the Supervision of the Financial Sector. Clearstream customers are located around the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and other organizations. Indirect access to Clearstream is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Clearstream customer either directly or indirectly.

We understand that Euroclear was created in 1968 to hold securities for participants of Euroclear and to clear and settle transactions through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of certificates and transfers of securities and cash. Euroclear provides various other services, including securities lending and borrowing and interfaces with domestic and international markets. Euroclear is operated by Euroclear Bank S.A./N.V., which we refer to as the Euroclear Operator, under contract with Euroclear Clearance System S.A./N.V. corporation, which we refer to as the Cooperative. All operations are conducted by the Euroclear Operator, and all Euroclear securities clearing accounts are accounts with the Euroclear Operator, not the Cooperative. The cooperative establishes policy for Euroclear on behalf of Euroclear participants include banks (including central banks), securities brokers and dealers, and other professional financial intermediaries and may also provide access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear participant, either

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We understand that the Euroclear Operator is licensed by the Belgian Banking and Finance Commission to carry out banking and financial services as a Belgian bank, it is regulated and examined by the Belgian Banking and Finance Commission.

We have provided the descriptions of the operations and procedures of DTC, Clearstream and Euroclear in this prospectus supplement for your convenience. These operations and procedures are solely within the control of those organizations and are subject to change by them from time to time. We or the trustee takes any responsibility for these operations or procedures, and you are urged to contact DTC, Clearstream and Euroclear or their respective agents on those matters.

We expect that under procedures established by DTC:

- upon deposit of the global notes with DTC or its custodian, DTC will credit on its internal system the accounts of direct participants with portions of the principal amounts of the global notes; and
- ownership of the notes will be shown on, and the transfer of ownership thereof will be effected only through, records maintained by DTC with respect to interests of direct participants, and the records of direct and indirect participants, with respect to interests of persons who hold interests through participants.

The laws of some jurisdictions may require that purchasers of securities take physical delivery of those securities in definitive form. The ability to transfer interests in the notes represented by a global note to those persons may be limited. In addition, because DTC can act only on behalf of persons who hold interests through participants, the ability of a person having an interest in notes represented by a global note to pledge or otherwise use such interest as security for obligations to persons or entities that do not participate in DTC's system, or otherwise to take actions in respect of such interest, may be affected by the laws of the jurisdiction in respect of such interest.

So long as DTC or its nominee is the registered owner of a global note, DTC or that nominee will be considered the sole owner of that global note for all purposes under the indenture and under the notes. Except as provided below, owners of beneficial interests in a global note represented by that global note registered in their names, will not receive or be entitled to receive physical delivery of certificated notes and holders thereof under the indenture or under the notes for any purpose, including with respect to the giving of any direction, instruction or approval. A holder owning a beneficial interest in a global note must rely on the procedures of DTC and, if that holder is not a direct or indirect participant in DTC, through which that holder owns its interest, to exercise any rights of a holder of notes under the indenture or a global note.

Neither we nor the trustee will have any responsibility or liability for any aspect of the records relating to or payments made or received by DTC, Clearstream or Euroclear, or for maintaining, supervising or reviewing any records of those organizations relating to the notes.

Payments on the notes represented by the global notes will be made to DTC or its nominee, as the case may be, as the registered owner or its nominee, upon receipt of any payment on the notes represented by a global note, will credit participants' accounts with payments in amount to the beneficial interests in the global note as shown in the records of DTC or its nominee. We also expect that payments by participants to owners of beneficial interests in a global note held through such participants will be governed by standing instructions and customary practice as is now the case with securities held in the names of nominees for such customers. The participants will be responsible for those payments.

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Distributions on the notes held beneficially through Clearstream will be credited to cash accounts of its customers in accordance with the terms of the notes, to the extent received by the U.S. depository for Clearstream.

Securities clearance accounts and cash accounts with the Euroclear Operator are governed by the Terms and Conditions Governing the Operating Procedures of the Euroclear System, and applicable Belgian law (collectively, the “Terms and Conditions”). The Terms and Conditions govern the clearing and settlement of securities and cash within Euroclear, withdrawals of securities and cash from Euroclear, and receipts of payments with respect to securities in Euroclear on a fungible basis without attribution of specific certificates to specific securities clearance accounts. The Euroclear Operator acts under the terms of the Terms and Conditions on behalf of Euroclear participants and has no record of or relationship with persons holding through Euroclear participants.

Distributions on the notes held beneficially through Euroclear will be credited to the cash accounts of its participants in accordance with the terms of the notes, to the extent received by the U.S. depository for Euroclear.

Clearance and Settlement Procedures

Initial settlement for the notes will be made in immediately available funds. Secondary market trading between DTC participants will be conducted in accordance with DTC rules and will be settled in immediately available funds. Secondary market trading between Clearstream customers and Euroclear participants will be conducted in the ordinary way in accordance with the applicable rules and operating procedures of Clearstream and Euroclear, as applicable, and will be settled in immediately available funds. The same rules and procedures applicable to conventional Eurobonds in immediately available funds.

Cross-market transfers between persons holding directly or indirectly through DTC, on the one hand, and directly or indirectly through Euroclear participants, on the other, will be effected through DTC in accordance with DTC rules on behalf of the relevant European international clearing system; however, such cross-market transactions will require delivery of instructions to the relevant European international clearing system in accordance with its rules and procedures and within its established deadlines (European time). The relevant European international clearing system will, in accordance with its settlement requirements, deliver instructions to the U.S. depository to take action to effect final settlement on its behalf by delivering or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Clearstream customers and Euroclear participants may deliver instructions directly to their U.S. depositories.

Because of time-zone differences, credits of the notes received in Clearstream or Euroclear as a result of a transaction with a DTC participant will be reported to the relevant Clearstream customers or Euroclear participants on such business day following the DTC settlement date. Such credits or any transactions in connection with the processing will be reported to the relevant Clearstream customers or Euroclear participants on such business day. Cash received in Clearstream or Euroclear on behalf of the notes by or through a Clearstream customer or a Euroclear participant to a DTC participant will be received with value on the DTC settlement date. Clearstream customers and Euroclear participants may receive cash on their relevant Clearstream or Euroclear cash account only as of the business day following settlement in DTC.

Although DTC, Clearstream and Euroclear have agreed to the foregoing procedures to facilitate transfers of the notes among participants, Clearstream and Euroclear, they are under no obligation to perform or continue to perform such procedures and such procedures may be changed or discontinued at any time.

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Certificated Notes

We will issue certificated notes registered in the name of each person that DTC identifies as the beneficial owner of the notes upon surrender by DTC of the global note if:

- DTC notifies us that it is no longer willing or able to act as a depositary for such global note or ceases to be a clearing agency and we have not appointed a successor depositary within 90 days of that notice or becoming aware that DTC is no longer so registered;
- an event of default has occurred and is continuing, and DTC requests the issuance of certificated notes; or
- we determine (subject to DTC's procedures) not to have the notes of such series represented by a global note.

Neither we nor the trustee will be liable for any delay by DTC, its nominee or any direct or indirect participant in identifying the notes and the trustee may conclusively rely on, and will be protected in relying on, instructions from DTC or its nominee for all purposes, including delivery, and the respective principal amounts, of the certificated notes to be issued.

Further Issues

We may from time to time, without notice to or the consent of the holders of the notes, create and issue additional notes ranking otherwise identical to such notes in all respects (or in all respects except for the issue date and public offering price, the payment of interest on such additional notes or except, in some cases, for the first payment of interest following the issue date of such additional notes). Such additional notes will be issued with the notes offered hereby and will have the same terms as to status, redemption or otherwise as the notes.

Governing Law

The indenture and the notes will be governed by, and construed in accordance with, the internal laws of the State of New York.

Concerning the Trustee

The Bank of New York Mellon Trust Company, N.A. (successor in interest to Bank One Trust Company, N.A.) is the trustee under the indenture and may conduct deposit accounts and conduct other banking transactions with the trustee and its affiliates in the ordinary course of business.

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CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following discussion is a summary of certain material U.S. federal income tax consequences relevant to the purchase, ownership and disposition of the notes. This discussion does not purport to be a complete analysis of all potential tax consequences. The discussion is based upon the Internal Revenue Code of 1986, as amended, and the Treasury Regulations issued thereunder (the "Treasury Regulations"), IRS rulings and pronouncements, and judicial decisions, all as of the date of this prospectus. The laws and regulations are subject to change at any time. Any such change may be applied retroactively in a manner that could adversely affect a holder of the notes. We have no control over any such change. We have no assurance with respect to the statements made and the conclusions reached in the following discussion, and there can be no assurance that the IRS will agree with our conclusions.

This discussion does not address all of the U.S. federal income tax consequences that may be relevant to a holder in light of special rules that apply to holders subject to special rules, including, without limitation:

- banks, insurance companies and other financial institutions;
- U.S. expatriates and certain former citizens or long-term residents of the United States;
- holders subject to the alternative minimum tax;
- dealers in securities or currencies;
- traders in securities;
- partnerships, S corporations or other pass-through entities;
- U.S. Holders (as defined below) whose functional currency is not the U.S. dollar;
- controlled foreign corporations;
- tax-exempt organizations;
- passive foreign investment companies;
- persons holding the notes as part of a "straddle," "hedge," "conversion transaction" or other risk reduction transaction; and
- persons deemed to sell the notes under the constructive sale provisions of the Code.

In addition, this discussion is limited to persons purchasing the notes for cash at original issue and at their original "issue price" (as defined in Section 1221 of the Code (i.e., the first price at which a substantial amount of the notes is sold to the public for cash)). Moreover, the effects of other U.S. federal income tax laws (including estate and gift tax laws) and any applicable state, local or foreign tax laws are not discussed. The discussion deals only with notes held as "qualified investments" under Section 1221 of the Code.

If an entity taxable as a partnership holds the notes, the tax treatment of an owner of the entity generally will depend on the status of the owner and the activities of the entity. Owners of any such entity should consult their tax advisors as to the specific tax consequences to them of holding the notes through the ownership of such an entity.

YOU ARE URGED TO CONSULT YOUR TAX ADVISOR WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO YOUR PARTICULAR SITUATION AS WELL AS ANY TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE NOTES UNDER THE U.S. FEDERAL ESTATE OR GIFT TAX LAWS OR UNDER THE LAWS OF ANY STATE, LOCAL, FOREIGN OR INTERNATIONAL JURISDICTION OR UNDER ANY APPLICABLE TAX TREATY.

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U.S. Holders

The following is a summary of the material U.S. federal income tax consequences that will apply to you if you are a “U.S. Holder.” “U.S. Holder” means a beneficial owner of a note that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States, including an alien individual who is a lawful permanent resident and who meets the “substantial presence” test under Section 7701(b) of the Code;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust, if a U.S. court can exercise primary supervision over the administration of the trust and one or more “United States persons” as defined in Section 7701(a)(30) of the Code can control all substantial trust decisions, or, if the trust was in existence on August 20, 1996, the trust is treated as a United States person.

Payments of Interest

Stated interest on the notes generally will be taxable to a U.S. Holder as ordinary income at the time that such interest is received. This discussion discusses such U.S. Holder’s method of tax accounting for U.S. federal income tax purposes. It is anticipated, and this discussion assumes, that the notes will be issued at an original issue discount for U.S. federal income tax purposes.

Additional Payments

In certain circumstances (see “Description of Notes — Optional Redemption” and “Description of Notes — Change of Control”), we may make payments in excess of stated interest and the principal amount of the notes. We intend to take the position that the notes should not be treated as redeemed or repurchased despite these additional payments. This position is based in part on assumptions regarding the likelihood, as of the date of issuance of the notes, that we will have to be paid. Assuming such position is respected, any amounts paid to a U.S. Holder pursuant to any such redemption or repurchase, as described below in “— U.S. Holders — Sale or Other Taxable Disposition of Notes.” Our position is binding on a U.S. Holder unless such a position is taken in the manner required by applicable Treasury Regulations. The IRS, however, may take a position contrary to our position, which could affect a U.S. Holder’s income and the timing of our deductions with respect to the notes. U.S. Holders are urged to consult their tax advisors regarding the application of the payment debt instrument rules to the notes and the consequences thereof. The remainder of this discussion assumes that the notes are not treated as debt instruments.

Sale or Other Taxable Disposition of Notes

A U.S. Holder will recognize gain or loss on the sale, exchange, redemption, retirement or other taxable disposition of a note as the amount realized upon the disposition (less any portion allocable to any accrued and unpaid interest, which will be taxable as interest) and the adjusted tax basis in the note. A U.S. Holder’s adjusted tax basis in a note generally will be equal to the amount that the U.S. Holder paid for the note less any prior distributions. Any gain or loss will be a capital gain or loss, and will be a long-term capital gain or loss if the U.S. Holder has held the note for more than one year. Otherwise, such gain or loss will be a short-term capital gain or loss. Long-term capital gains recognized by certain non-corporate U.S. Holders generally will be subject to a reduced tax rate. The deductibility of capital losses is subject to limitations.

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Medicare Contribution Tax

After December 31, 2012, a tax of 3.8% will be imposed on the amount of “net investment income,” in the case of an individual, “income,” in the case of an estate or trust (other than a charitable trust), which exceeds certain threshold amounts. “Net investment income” as contribution purposes generally includes interest payments and gain recognized from the sale or other taxable disposition of the notes. Qualified U.S. Holders will be subject to income taxes generally, and foreign individuals will not be subject to this tax. U.S. Holders should consult their own tax advisors regarding their ownership and disposition of the notes.

Information Reporting and Backup Withholding

A U.S. Holder may be subject to information reporting and backup withholding when such holder receives interest payments or dividends received upon the sale or other disposition of such notes (including a redemption or retirement of the notes). Certain holders generally are not subject to backup withholding. A U.S. Holder will be subject to backup withholding if such holder is not otherwise exempt and such holder:

- fails to furnish the holder’s taxpayer identification number (“TIN”), which, for an individual, ordinarily is his or her social security number;
- furnishes an incorrect TIN;
- is notified by the IRS that the holder has failed properly to report payments of interest or dividends; or
- fails to certify, under penalties of perjury, that the holder has furnished a correct TIN and that the IRS has not notified the holder of backup withholding.

U.S. Holders should consult their tax advisors regarding their qualification for an exemption from backup withholding and the amount of backup withholding, if applicable. Backup withholding is not an additional tax, and taxpayers may use amounts withheld as a credit against their U.S. federal income tax liability. U.S. Holders may claim a refund if they timely provide certain information to the IRS.

Non-U.S. Holders

The following is a summary of certain material U.S. federal income tax consequences that will apply to you if you are a “Non-U.S. Holder.” A “Non-U.S. Holder” is a beneficial owner of a note that is neither a U.S. Holder nor an entity taxable as a partnership for U.S. federal income tax purposes. U.S. federal income tax consequences to Non-U.S. Holders that are subject to special treatment under the Code, including controlled foreign corporations, passive foreign investment companies, and foreign persons eligible for benefits under an applicable income tax treaty with the U.S. Such Non-U.S. Holders should consult their tax advisors regarding U.S. federal, state, local and other tax consequences that may be relevant to them including any reporting requirements.

Payments of Interest

Generally, interest income paid to a Non-U.S. Holder that is not effectively connected with the Non-U.S. Holder’s conduct of a trade or business is subject to U.S. federal withholding tax at a rate of 30% (or, if applicable, a lower treaty rate). Nevertheless, interest paid on a note to a Non-U.S. Holder that is not effectively connected with the Non-U.S. Holder’s conduct of a U.S. trade or business generally will not be subject to U.S. federal withholding tax provided that:

- such holder does not directly or indirectly, actually or constructively, own 10% or more of the total combined voting power of all classes of stock of the issuer;
- such holder is not a controlled foreign corporation that is related to us through actual or constructive stock ownership;

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- such holder is not a bank that received such note on an extension of credit made pursuant to a loan agreement entered into in the business; and
- either (1) the Non-U.S. Holder certifies in a statement provided to us or the paying agent generally on IRS Form W-8BEN, under penalties of perjury that it, or the financial institution between it and the Non-U.S. Holder, has received from the Non-U.S. Holder its note directly through a “qualified intermediary” and certain conditions are satisfied.

Even if the above conditions are not met, a Non-U.S. Holder generally will be entitled to a reduction in or an exemption from U.S. federal income tax on interest received if the Non-U.S. Holder provides us or our paying agent with a properly executed (1) IRS Form W-8BEN claiming an exemption from or reduction of a tax treaty between the United States and the Non-U.S. Holder’s country of residence, or (2) IRS Form W-8ECI stating that interest paid is not taxable because it is effectively connected with the conduct by the Non-U.S. Holder of a trade or business in the United States.

If interest paid to a Non-U.S. Holder is effectively connected with the Non-U.S. Holder’s conduct of a U.S. trade or business (or, if no income tax treaty, the Non-U.S. Holder maintains a U.S. permanent establishment to which such interest is attributable), then, although exempt from U.S. federal income tax (provided the Non-U.S. Holder provides the appropriate certification), the Non-U.S. Holder generally will be subject to U.S. federal income tax in the same manner as if such Non-U.S. Holder were a U.S. Holder. In addition, if the Non-U.S. Holder is a foreign corporation, such interest may be subject to a 30% or lower applicable treaty rate.

Sale or Other Taxable Disposition of Notes

Any gain realized by a Non-U.S. Holder on the sale, exchange, retirement, redemption or other taxable disposition of a note generally will be subject to U.S. federal income tax unless:

- the gain is effectively connected with the Non-U.S. Holder’s conduct of a trade or business in the United States (and, if required, the Non-U.S. Holder maintains a U.S. permanent establishment to which such gain is attributable); or
- the Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of sale or other disposition and the above conditions are met.

A Non-U.S. Holder described in the first bullet point immediately above will be required to pay U.S. federal income tax on the gain from the other taxable disposition generally in the same manner as if such Non-U.S. Holder were a U.S. Holder, and if such Non-U.S. Holder is a foreign corporation, will be required to pay an additional branch profits tax at a 30% rate (or a lower rate if so specified by an applicable income tax treaty). A Non-U.S. Holder described in the second bullet point immediately above will be subject to U.S. federal income tax at a rate of 30% (or, if applicable, a lower treaty rate) on the gain derived from the disposition, which may be offset by certain U.S. source capital losses, even though the Non-U.S. Holder is not considered a resident of the United States.

In certain circumstances (see “U.S. Holders — Additional Payments”), we may be obligated to pay amounts in excess of stated principal. Such payments would be treated as additional amounts paid for the notes and subject to the rules discussed above regarding the sale or other disposition of notes.

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Information Reporting and Backup Withholding

A Non-U.S. Holder generally will not be subject to backup withholding and information reporting with respect to payments that we provide provided that we do not have actual knowledge or reason to know that such holder is a “United States person,” within the meaning of the Code, as stated in the statement described above under “Non-U.S. Holders — Payments of Interest.” In addition, a Non-U.S. Holder will not be subject to backup withholding with respect to the proceeds of the sale or other disposition of a note (including a retirement or redemption of a note) within the United States if the Non-U.S. Holder, through U.S.-related brokers, if the payor receives the statement described above and does not have actual knowledge or reason to know that such holder is a U.S. person, or the Non-U.S. Holder otherwise establishes an exemption. However, we may be required to report annually to the IRS and to the Non-U.S. Holder the amount of, to, any interest paid to the Non-U.S. Holder, regardless of whether any tax was actually withheld. Copies of these information returns may also be provided to the tax authorities of the country in which the Non-U.S. Holder resides.

A Non-U.S. Holder generally will be entitled to credit any amounts withheld under the backup withholding rules against the holder's tax liability or may claim a refund provided that the required information is furnished to the IRS in a timely manner.

Foreign Account Tax Compliance Act

Legislation incorporating provisions referred to as the Foreign Account Tax Compliance Act (“FATCA”) was enacted March 18, 2010. Treasury Regulations provide that FATCA will generally not apply to notes that are issued prior to January 1, 2013. The proposed regulations, however, and, unless so finalized, holders will not be entitled to rely on this proposed grandfathering date. If FATCA does apply to the notes, a 30% withholding tax on interest income on a note and the gross proceeds of a disposition of a note paid to a foreign financial institution, unless the institution has an agreement with the United States government to collect and provide to the United States tax authorities substantial information regarding United States persons in the institution (which may include certain equity and debt holders of such institution, as well as certain account holders that are foreign entities with respect to which an applicable exception, this legislation also generally will impose a withholding tax of 30% on interest income from a note and the gross proceeds of a disposition of a note to a foreign entity that is not a foreign financial institution unless such entity provides the withholding agent with a certification identifying any such United States person, which generally includes any United States person who directly or indirectly own more than 10% of the entity. Under certain circumstances, a Non-U.S. Holder might be eligible for refunds or credits of such taxes, and a Non-U.S. Holder might be required to file a United States federal income tax return. Under the proposed Treasury Regulations, withholding under FATCA will generally apply with respect to payments of interest made after December 31, 2014. Payments made in respect of gross proceeds from sales or other dispositions of a note after December 31, 2014. Investors are encouraged to consult with their tax advisors regarding the implications of FATCA and the proposed Treasury Regulations on an investment in the notes.

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Subject to the terms and conditions of the underwriting agreement dated the date of this prospectus supplement, each underwriter, including Barclays Capital Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and SunTrust Robinson Humphrey, Inc. are acting as representatives, has severally and jointly agreed to sell to that underwriter, the principal amount of notes set forth opposite the underwriter's name below at the public offering price set forth on the cover page of this prospectus supplement:

<u>Underwriter</u>	<u>Principal of Notes</u>
Barclays Capital Inc.	\$ 67
Merrill Lynch, Pierce, Fenner & Smith Incorporated	67
SunTrust Robinson Humphrey, Inc.	67
J.P. Morgan Securities LLC	15
U.S. Bancorp Investments, Inc.	15
Wells Fargo Securities, LLC	15
Deutsche Bank Securities Inc.	7
Fifth Third Securities Inc.	7
KeyBanc Capital Markets Inc.	7
Mitsubishi UFJ Securities (USA), Inc.	7
Mizuho Securities USA Inc.	7
Morgan Keegan & Company, Inc.	7
PNC Capital Markets LLC	7
Total	<u>\$ 300</u>

The underwriting agreement provides that the obligations of the several underwriters to purchase the notes included in this offering are subject to the terms and conditions of the underwriting agreement, including matters by counsel and to other conditions, including delivery of customary certificates and opinions. The underwriters are obligated to purchase the notes.

We have been advised by the representatives of the underwriters that the underwriters propose to offer the notes directly to the public as set forth on the cover page of this prospectus supplement and may offer the notes to dealers at the public offering price less a concession not to exceed 0.25% of the principal amount of the notes. The underwriters may allow, and dealers may reallow, a concession not to exceed 0.25% of the principal amount of the notes on the public offering of the notes to the public, the representatives may change the public offering price and other selling terms.

The following table summarizes the underwriting discounts that we are to pay to the underwriters in connection with this offering (expressed as a percentage of the principal amount of the notes and in total):

<u>Per Note</u>	<u>Payable</u>
Total	\$1,9

We estimate that our total expenses for this offering, excluding the underwriting discounts, will be approximately \$1.0 million,

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We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act, or to whom we may be required to make because of any of those liabilities.

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The notes are a new issue of debt securities with no established trading market. We do not intend to apply to list the notes on an automated dealer quotation system. The underwriters may make a market in the notes after completion of the offering, but will not be obligated to engage in market-making activities at any time without notice. No assurance can be given as to the liquidity of the trading market for the notes or that an active market will develop. If an active public trading market for the notes does not develop, the market price and liquidity of the notes may be adversely affected.

In connection with the offering of the notes, the representatives may engage in transactions that stabilize, maintain or otherwise support the market price of the notes. Specifically, the representatives may overallocate in connection with the offering, creating a short position. In addition, the representatives may buy notes in the open market to cover short positions or to stabilize the price of the notes. Any of these activities may stabilize or maintain the market price of the notes at levels, but no representation is made hereby of the magnitude of any effect that the transactions described above may have on the market price of the notes. The representatives will not be required to engage in these activities, and may engage in these activities, and may end any of these activities at any time without notice.

The underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial and investment banking services for us and our affiliates, for which they received or will receive customary fees and expense reimbursement. Certain of our affiliates are lenders and/or agents under our existing revolving credit facility.

In addition, in the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold for their own account or actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own accounts and for their customers, and such investment and securities activities may involve securities and instruments of ours or our affiliates. If any of the underwriters or their affiliates has a relationship with us, certain of those underwriters or their affiliates routinely hedge and certain other of those underwriters or their affiliates may hedge, consistent with their customary risk management policies. Typically, these underwriters and their affiliates would hedge such exposure by entering into contracts of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the notes offered hereby. Such short positions could adversely affect future trading prices of the notes offered hereby. The underwriters and their affiliates may also make independent research and publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients to hold, short positions in such securities and instruments.

It is expected that the delivery of the notes will be made against payment therefor on November 13, 2012, which will be the seventh business day after the pricing of the notes (such settlement cycle being herein referred to as “T+7”). Under Rule 15c6-1 under the Exchange Act, trades in the secondary market for the notes will settle in three business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes on the three succeeding business days will be required, by virtue of the fact that the notes initially will settle T+7 (on November 13, 2012) to specify an alternative settlement date in any such trade to prevent a failed settlement. Purchasers of notes who wish to trade notes on the date hereof or the three succeeding business days will be required to specify an alternative settlement date in any such trade to prevent a failed settlement.

Notice to Prospective Investors in the European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “Relevant Member State”), we have represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State, we will comply with the requirements of the Prospectus Directive in that Relevant Member State.

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“Relevant Implementation Date”) it has not made and will not make an offer of notes which are the subject of the offering contemplated by the accompanying prospectus to the public in that Relevant Member State other than:

- (a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 100 qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior approval of the competent authority in that Member State for such offer; or
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of notes shall require the Company or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Directive. If, in any Relevant Member State, the expression an “offer of notes to the public” in relation to any notes in any Relevant Member State means the communication in that Member State of sufficient information on the terms of the offer and the notes to be offered so as to enable an investor to decide to purchase or subscribe the notes, the Company or any underwriter may make such offer in that Member State by any measure implementing the Prospectus Directive in that Member State.

This prospectus supplement and accompanying prospectus have been prepared on the basis that any offer of notes in any Member State which has implemented the Prospectus Directive (each, a “Relevant Member State”) will be made pursuant to an exemption under the Prospectus Directive from the obligation to publish a prospectus for offers of notes. Accordingly any person making or intending to make an offer in that Relevant Member State of notes contemplated in this prospectus supplement and the accompanying prospectus may only do so in circumstances in which no obligation arises for the Company or any underwriters to publish a prospectus pursuant to Article 3 of the Prospectus Directive, in each case, in relation to such offer. Neither the Company nor the underwriters are authorized, nor do they authorize, the making of any offer of notes in circumstances in which an obligation arises for the Company or the underwriters to publish a prospectus pursuant to Article 3 of the Prospectus Directive in relation to such offer.

The expression “Prospectus Directive” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive) as implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression “Relevant Member State” means Directive 2010/73/EU.

Notice to Prospective Investors in the United Kingdom

This prospectus supplement and the accompanying prospectus are only being distributed to, and are only directed at, (1) persons who are qualified investors in the United Kingdom or (2) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, net worth entities, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order (each such person a “relevant person”). The notes are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire the notes is only made to, relevant persons. Any person who is not a relevant person should not act or rely on this prospectus supplement or the accompanying prospectus.

Each underwriter has represented and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Finance Service and Market Act 2000 (“FSMA”) received by it in relation to the notes in circumstances in which Section 21(1) of the FSMA does not apply to the Company; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the notes involving the United Kingdom.

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LEGAL MATTERS

The validity of the notes will be passed upon for us by Bass, Berry & Sims PLC, Memphis, Tennessee. Certain matters of Nevada will be passed upon by Brownstein Hyatt Farber Schreck, LLP, Las Vegas, Nevada. Certain other legal matters with respect to the notes will be passed upon by Mr. Goldsmith, Esq., our Executive Vice President, General Counsel and Secretary. As of October 26, 2012, Mr. Goldsmith beneficially owned 84,667 shares of common stock and 63,125 shares that may be acquired upon exercise of stock options either immediately or within 60 days of that date. Certain legal matters in connection with the notes will be passed upon for the underwriters by Latham & Watkins LLP, New York, New York.

EXPERTS

Ernst & Young LLP, independent registered public accounting firm, has audited our consolidated financial statements included in our prospectus supplement for the year ended August 25, 2012, and the effectiveness of our internal control over financial reporting as of August 25, 2012, as set forth in their report included in reference in this prospectus supplement. Our consolidated financial statements are incorporated by reference in reliance on Ernst & Young LLP as experts in accounting and auditing.

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Prospectus

AutoZone, Inc.

Debt Securities

We may offer and sell our debt securities from time to time in one or more offerings. This prospectus provides you with a general description of the debt securities that we may offer. We may offer and sell debt securities to or through one or more underwriters, dealers and agents, or directly to purchasers.

Our principal executive offices are located at 123 South Front Street, Memphis, Tennessee 38103, and our telephone number is (901) 501-1000.

We will provide specific terms of debt securities we offer, and the manner in which they are being offered, in supplements to this prospectus. These supplements cannot be sold unless this prospectus is accompanied by a prospectus supplement. You should read this prospectus and any prospectus supplement.

Investing in our debt securities involves certain risks. Before buying our debt securities, you should refer to the risk factors described in prospectus supplements and in other information filed with the Securities and Exchange Commission.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved these securities, nor has it passed upon the accuracy or completeness of this prospectus or any prospectus supplement. Any representation to the contrary is a criminal offense.

The date of this prospectus is April 17, 2012.

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You should rely only on the information contained or incorporated by reference in this prospectus, in any accompanying writing prospectus filed by us with the Securities and Exchange Commission. We have not authorized any other person to provide you anyone provides you with different or inconsistent information, you should not rely on it. We are not making an offer to sell these debt securities if the offer or sale is not permitted. You should assume that the information contained or incorporated by reference in this prospectus and any such free writing prospectus is accurate only as of the respective dates thereof. Our business, financial condition, results of operations and other important factors may have changed since those dates.

When we refer to “we,” “our” and “us” in this prospectus, we mean AutoZone, Inc., including, unless the context otherwise expressly stated, our subsidiaries. When we refer to “you” or “yours,” we mean the purchasers of the applicable debt securities.

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ABOUT THIS PROSPECTUS

This prospectus is part of a “shelf” registration statement that we filed with the Securities and Exchange Commission, or the SEC, under the Securities Act of 1933, as amended, or the Securities Act. Under this shelf registration, we may sell the debt securities described in this prospectus in one or more offerings. This prospectus provides you with a general description of the debt securities that we may offer. Each time we sell debt securities, we will provide a supplement to this prospectus with information about the terms of the debt securities being sold. The prospectus supplement may also add, update or change information contained in this prospectus. When purchasing any debt securities, you should carefully read both this prospectus and any prospectus supplement, together with the additional information contained in the “Where You Can Find More Information.”

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any report or statement filed by us with the SEC at the SEC’s public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0333 for information on the operation of the SEC’s public reference facilities. The SEC also maintains a web site at <http://www.sec.gov> that contains reports, proxy statements and other information filed by issuers, such as us, who file electronically with the SEC.

Our common stock is listed on the New York Stock Exchange, or the NYSE, under the ticker symbol “AZO,” and reports, proxy statements and other information filed with us can also be inspected at the offices of the NYSE at 20 Broad Street, New York, New York 10005.

Our web site address is <http://www.autozoneinc.com>. The information on our web site, however, is not, and should not be deemed to be, part of this prospectus.

This prospectus is part of a registration statement that we filed with the SEC. The full registration statement may be obtained from the SEC. Documents establishing the terms of the offered debt securities are filed as exhibits to the registration statement. Statements in this prospectus are summaries. You should refer to the actual documents for a more complete description of the relevant matters.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The rules of the SEC allow us to “incorporate by reference” the reports and documents we file with the SEC, which means that we can provide you with information by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this prospectus. Information filed later with the SEC will automatically update and supersede this information. We incorporate by reference into this prospectus the documents we have previously filed with the SEC and any future filings made under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, from the date of this prospectus and prior to the termination of the offering of debt securities offered by this prospectus:

- our Annual Report on Form 10-K for the fiscal year ended August 27, 2011 (filed with the SEC on October 24, 2011);
- the information specifically incorporated by reference into our Annual Report on Form 10-K for the year ended August 27, 2011 filed with the SEC on November 1, 2011, and Schedule 14A, filed with the SEC on November 1, 2011, for the Annual Meeting of Stockholders held on December 14, 2011;

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- our Quarterly Reports on Form 10-Q for the quarters ended November 19, 2011 (filed with the SEC on December 15, 2011) and I on March 8, 2012); and
- our Current Reports on Form 8-K, filed with the SEC on September 14, 2011, September 28, 2011, December 14, 2011 and Marc

Notwithstanding the foregoing, information that we furnish under Items 2.02 and 7.01 of any Current Report on Form 8-K, including th not incorporated by reference in this prospectus, the registration statement of which this prospectus is a part, or any prospectus supplement.

We will furnish without charge to you, upon written or oral request, a copy of any or all of the documents described above, except for exhibits are specifically incorporated by reference into those documents. Requests should be addressed to:

Secretary
AutoZone, Inc.
123 South Front Street
Memphis, Tennessee 38103
(901) 495-6500

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AUTOZONE, INC.

We are the nation's leading specialty retailer and a leading distributor of automotive replacement parts and accessories in the United States and operate stores throughout the United States, including Puerto Rico, and Mexico. Each of our stores carries an extensive product line for cars, light trucks, including new and remanufactured automotive hard parts, maintenance items, accessories and non-automotive products. In certain markets, we operate a commercial sales program that provides commercial credit and prompt delivery of parts and other products to local, regional and national fleet stations and public sector accounts. We also sell the ALLDATA brand automotive diagnostic and repair software through www.alldata.com and we sell automotive hard parts, maintenance items, accessories, and non-automotive products through www.autozone.com, and our commercial repair services through www.autozonepro.com. We do not derive revenue from automotive repair or installation services.

Our executive offices are located at 123 South Front Street, Memphis, Tennessee 38103, and our telephone number is (901) 495-6500.

FORWARD-LOOKING STATEMENTS

All statements included or incorporated by reference in this prospectus, other than statements of historical fact, that address activities we intend, expect, project, believe or anticipate will or may occur in the future are forward-looking statements (as the term is defined in Section 27E of the Exchange Act). Forward-looking statements typically use words such as "believe," "anticipate," "should," "intend," "plan," "project," "positioned," "strategy," and similar expressions. These are based on assumptions and assessments made by our management in light of historical trends, current conditions, expected future developments and other factors that they believe to be appropriate. These forward-looking statements are subject to risks and uncertainties, including, but not limited to, those described in Item 1A to our annual report on Form 10-K, which is expressly incorporated by reference into this prospectus, and those risks described in any supplement to this prospectus under "Risk Factors," and elsewhere in documents filed with the SEC. These forward-looking statements are not guarantees of future performance and actual results, developments and business decisions may differ from those contemplated by such forward-looking statements, and events could materially and adversely affect our business. Forward-looking statements speak only as of the date made. Except as required by law, we have no obligation to update publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

USE OF PROCEEDS

Except as set forth in a prospectus supplement, we intend to use the net proceeds from the sale of the debt securities offered hereby for purposes including repaying, redeeming or repurchasing outstanding debt and for working capital, capital expenditures, new store openings, stock repurchases and other investment funds not required immediately for such purposes in short-term, interest-bearing and other investment-grade securities.

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DESCRIPTION OF DEBT SECURITIES

The following text describes the general terms and provisions of debt securities that we may offer from time to time. When we offer debt securities, we will describe the specific terms of the series in a supplement to this prospectus. We will also indicate in the supplement whether the terms described in this prospectus apply to a particular series of debt securities. In this section entitled “Description of Debt Securities,” references to “AutoZone” include only AutoZone, Inc. and not any of its subsidiaries.

We may offer either senior debt securities or subordinated debt securities. The senior debt securities and the subordinated debt securities are described in this prospectus as the “debt securities.” Unless otherwise specified in a supplement to this prospectus, the senior debt securities will be our direct obligations, equally with all of our other unsecured and unsubordinated indebtedness. The subordinated debt securities generally will be entitled to payment only after we have paid all of our senior debt. See “— Subordination” below.

The debt securities will be issued under an indenture dated as of August 8, 2003, as supplemented, between us and The Bank of New York (successor to Bank One Trust Company, N.A.), as trustee. The indenture, as supplemented, is referred to in this prospectus as the “indenture.” The indenture governs the debt securities and does not limit the amount of debt securities or other unsecured, senior debt we may issue. We have summarized the general terms of the debt securities to be governed by the indenture. The summary is not complete. The indenture, as supplemented, has been incorporated by reference as an exhibit to this prospectus, which we have filed with the SEC, of which this prospectus forms a part. We encourage you to read the indenture. Capitalized terms used in this description have the meanings specified in the indenture.

General

The terms of each series of debt securities will be established by our board of directors or a committee thereof and set forth or determined by our officers’ certificate or by a supplemental indenture. The particular terms of each series of debt securities will be described in a prospectus supplement.

We can issue debt securities under the indenture in one or more series with the same or various maturities, at par, at a premium or at a discount. We may issue debt securities of one series at the same time and, unless otherwise provided, we may without the consent of the holders of the debt securities of that series issue additional debt securities of that series. We will set forth in a prospectus supplement the aggregate principal amount of any series of debt securities and the terms of such debt securities:

- the title of the debt securities;
- any limit on the aggregate principal amount of the debt securities;
- the date or dates on which we will pay the principal on the debt securities;
- the rate or rates (which may be fixed or variable) per annum or the method used to determine the rate or rates (including any commodity price index, exchange index or financial index) at which the debt securities will bear interest, the date or dates from which interest will accrue and when interest will commence and be payable and any regular record date for the interest payable on any interest payment date;
- the place or places where principal of, and premium and interest on, the debt securities will be payable;
- the terms and conditions upon which we may redeem the debt securities;

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- any obligation we have to redeem or purchase the debt securities pursuant to any sinking fund or analogous provision or at the option of the holders of debt securities;
- the dates on which and the price or prices at which we will repurchase debt securities at the option of the holders of debt securities and the provisions of these repurchase obligations;
- the denominations in which the debt securities will be issued, if other than denominations of \$1,000 and any integral multiple thereof;
- whether the debt securities will be issued in certificated or “book-entry only” form;
- the portion of principal amount of the debt securities payable upon declaration of acceleration of the maturity date, if other than the principal amount;
- the currency of denomination of the debt securities;
- the designation of the currency, currencies or currency units in which payment of principal of, and premium and interest on, the debt securities will be made;
- if payments of principal of, or premium or interest on, the debt securities will be made in one or more currencies or currency units other than the currency in which the debt securities are denominated, the manner in which the exchange rate with respect to these payments will be determined;
- the manner in which the amounts of payment of principal of, or premium or interest on, the debt securities will be determined, if the amounts are determined by reference to an index based on a currency or currencies other than that in which the debt securities are denominated or designated or to a commodity, commodity index, stock exchange index or financial index;
- any provisions relating to any collateral securing or guarantees of payments of principal of, or premium or interest on, the debt securities;
- any addition to or change in the events of default described in this prospectus or in the indenture with respect to the debt securities and the provisions described in this prospectus or in the indenture with respect to the debt securities;
- any addition to or change in the covenants described in this prospectus or in the indenture with respect to the debt securities;
- any conversion provisions, including the conversion price, the conversion period, provisions as to whether conversion will be made at our option, the events requiring an adjustment of the conversion price and provisions affecting conversion if such series of debt securities are convertible;
- whether the debt securities will be senior debt securities or subordinated debt securities and, if applicable, a description of the subordination;
- any depositories, interest rate calculation agents, exchange rate calculation agents or other agents with respect to the debt securities;
- any other terms of the debt securities, which may modify, delete, supplement or add to any provision of the indenture as it applies to the debt securities.

We may issue debt securities that provide for an amount less than their stated principal amount to be due and payable upon declaration of acceleration pursuant to the terms of the indenture. We will provide you with information on the federal income tax considerations and other special considerations relating to the debt securities in the applicable prospectus supplement.

If we denominate the purchase price of any of the debt securities in a foreign currency or currencies or a foreign currency unit or units and interest on, any series of debt securities is payable in a foreign currency or currencies or a foreign currency unit or units, we will provide you with information on the federal income tax considerations and other special considerations relating to the debt securities in the applicable prospectus supplement.

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information on the restrictions, elections, general tax considerations, specific terms and other information with respect to that issue of debt securities in any of the currencies or foreign currency unit or units in the applicable prospectus supplement.

Transfer and Exchange

Each debt security will be represented by either one or more global securities registered in the name of The Depository Trust Company, or its successor, which we refer to, in the case of any debt security represented by a global debt security, as a “book-entry debt security”), or a certificate issued in the name of the trustee, or its successor, we refer to, in the case of any debt security represented by a certificated security, as a “certificated debt security”) as set forth in the applicable prospectus supplement. In the applicable prospectus supplement, book-entry debt securities will not be issuable in certificated form.

You may transfer or exchange certificated debt securities at any office we maintain for this purpose in accordance with the terms of the applicable prospectus supplement made for any transfer or exchange of certificated debt securities, but we may require payment of a sum sufficient to cover any tax or other governmental charges in connection with a transfer or exchange.

You may effect the transfer of certificated debt securities and the right to receive the principal of, and any premium and interest on, such securities by surrendering the certificate representing those certificated debt securities and either reissuance by us or the trustee of the certificate to the new holder, or the trustee of a new certificate to the new holder.

We will not be required:

- to issue, register the transfer of, or exchange debt securities for the period beginning at the opening of business fifteen days immediately preceding the date of redemption of debt securities selected for redemption and ending at the close of business on the day of such mailing; or
- to register the transfer of or exchange of debt securities selected, called or being called for redemption as a whole or the portion being called for redemption selected, called or being called for redemption in part.

Ranking Senior Debt Securities

Our senior debt securities will rank equally with all our other unsecured and unsubordinated indebtedness.

Subordination

The subordination provisions for a series of subordinated debt securities will be set forth in the applicable prospectus supplement and the applicable indenture, themselves or a resolution of our board of directors, a supplemental indenture or an officers' certificate.

Governing Law

The indenture and the debt securities will be governed by, and construed in accordance with, the internal laws of the State of New York.

Concerning the Trustee

The Bank of New York Mellon Trust Company, N.A. is the trustee under the indenture. Notice to the trustee should be directed to its Corporate Finance Department, 100 Ashwood Parkway, Suite 425, Atlanta, Georgia 30338, Attention: Corporate Finance.

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PLAN OF DISTRIBUTION

We may sell the debt securities described in this prospectus from time to time in one or more transactions:

- to purchasers directly;
- to underwriters for public offering and sale by them;
- through agents;
- through dealers; or
- through a combination of any of the foregoing methods of sale.

We may distribute the debt securities from time to time in one or more transactions at:

- a fixed price or prices, which may be changed;
- market prices prevailing at the time of sale;
- prices related to such prevailing market prices; or
- negotiated prices.

Direct Sales

We may sell the debt securities directly to institutional investors or others who may be deemed to be underwriters within the meaning of any resale of the debt securities. A prospectus supplement will describe the terms of any sale of debt securities we are offering hereunder. Debt securities broker-dealer or other financial intermediary.

To Underwriters

The applicable prospectus supplement will name any underwriter involved in a sale of debt securities. Underwriters may offer and sell debt securities at fixed prices, which may be changed, or from time to time at market prices or at negotiated prices. Underwriters may be deemed to have received compensation for debt securities in the form of underwriting discounts or commissions and may also receive commissions from purchasers of debt securities for whom they act as agent. Underwriters may be involved in any at the market offering of debt securities by or on our behalf.

Underwriters may sell debt securities to or through dealers, and such dealers may receive compensation in the form of discounts, commissions, or underwriters and/or commissions (which may be changed from time to time) from the purchasers for whom they may act as agent.

Unless we state otherwise in the applicable prospectus supplement, the obligations of any underwriters to purchase debt securities will be on a best-efforts basis, and the underwriters will be obligated to purchase all the debt securities if any are purchased.

The applicable prospectus supplement will set forth whether or not underwriters may over-allot or effect transactions that stabilize, maintain, or support the price of the debt securities at levels above those that might otherwise prevail in the open market, including, for example, by entering stabilizing transactions or imposing penalty bids.

Through Agents and Dealers

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<http://www.sec.gov/Archives/edgar/data/86>

We will name any agent involved in a sale of debt securities, as well as any commissions payable by us to such agent, in a prospectus otherwise in the applicable prospectus supplement, any such agent will be acting on a reasonable efforts basis for the period of its appointment.

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If we utilize a dealer in the sale of the debt securities being offered pursuant to this prospectus, we will sell the debt securities to the dealer and then resell the debt securities to the public at varying prices to be determined by the dealer at the time of resale.

Delayed Delivery Contracts

If we so specify in the applicable prospectus supplement, we will authorize underwriters, dealers and agents to solicit offers by certain debt securities pursuant to contracts providing for payment and delivery on future dates. Such contracts will be subject to only those conditions set forth in the prospectus supplement.

The underwriters, dealers and agents will not be responsible for the validity or performance of the contracts. We will set forth in the prospectus supplement the price to be paid for the debt securities, the commissions payable for solicitation of the contracts and the date in the future for delivery of the debt securities.

General Information

The names of any agents, dealers or managing underwriters, and of any underwriters, involved in the sale of the debt securities under this offering, the agent's commission, dealer's purchase price or underwriter's discount or commission as well as the net proceeds to us from the sale of debt securities will be set forth in the prospectus supplement. Any underwriting compensation paid by us to underwriters or agents in connection with the offering of debt securities and the commissions allowed by underwriters to participating dealers will be set forth in a prospectus supplement.

Underwriters, dealers and agents participating in a sale of the debt securities may be deemed to be underwriters as defined in the Securities Act. The commissions received by them and any profit realized by them on resale of the debt securities may be deemed to be underwriting discounts or commissions under the Securities Act. We may have agreements with underwriters, dealers and agents to indemnify them against certain civil liabilities, including liabilities under the Securities Act, to reimburse them for certain expenses.

Underwriters or agents and their affiliates may be customers of, engage in transactions with or perform services for us or our affiliates.

Unless we indicate differently in a prospectus supplement, we will not list the debt securities on any securities exchange. The debt securities will be sold to the public through a market maker. Any underwriters that purchase the debt securities for public offering and sale may make a market in the debt securities. Underwriters will not be obligated to do so and may discontinue any market making at any time without notice. We make no assurance as to the availability of a market for any debt securities.

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LEGAL MATTERS

The validity of the debt securities offered hereby will be passed upon for us by Bass, Berry & Sims PLC, Memphis, Tennessee. Certain aspects of the debt securities offered hereby will be passed upon for us by Brownstein Hyatt Farber Schreck, LLP, Las Vegas, Nevada. Legal opinions are being furnished upon legal matters for such underwriters.

EXPERTS

Ernst & Young LLP, independent registered public accounting firm, has audited our consolidated financial statements included in our annual report for the year ended August 27, 2011, and the effectiveness of our internal control over financial reporting as of August 27, 2011, as set forth in their reports, given on their authority as experts in accounting and auditing.

With respect to our unaudited condensed consolidated interim financial information for the twelve week periods ended November 19, 2011 and twelve and twenty-four week periods ended February 11, 2012 and February 12, 2011, incorporated by reference in this prospectus, Ernst & Young LLP applied limited procedures in accordance with professional standards for a review of such information. However, their separate reports dated February 11, 2012, included in our Quarterly Reports on Form 10-Q for the quarters ended November 19, 2011 and February 11, 2012, and incorporated by reference in this prospectus, do not audit and they do not express an opinion on that interim financial information. Accordingly, the degree of reliance on their reports on such information is limited in light of the limited nature of the review procedures applied. Ernst & Young LLP is not subject to the liability provisions of Section 11 of the Securities Act in connection with the unaudited interim financial information because those reports are not a “report” or a “part” of the registration statement prepared or certified in reliance upon the meaning of Sections 7 and 11 of the Securities Act.

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\$300,000,000



AutoZone, Inc.

2.875% Senior Notes due 2023

PROSPECTUS SUPPLEMENT

November 1, 2012

Joint Book-Running Managers

Barclays BofA Merrill Lynch SunTrust Robinson Hum

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<http://www.sec.gov/Archives/edgar/data/86>
