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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of report (Date of earliest event reported): November 18, 2017**

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**AUTOZONE, INC.**  
(Exact Name of Registrant as Specified in Charter)

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**Nevada**  
(State or Other Jurisdiction  
of Incorporation)

**1-10714**  
(Commission  
File Number)

**62-1482048**  
(I.R.S. Employer  
Identification No.)

**123 South Front Street**  
**Memphis, Tennessee**  
(Address of Principal Executive Offices)

**38103**  
(Zip Code)

**(901) 495-6500**  
(Registrant's Telephone Number, Including Area Code)

**Not Applicable**  
(Former Name or Former Address, if Changed Since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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## Item 1.01. Entry into a Material Definitive Agreement.

### *Extension of Credit Facility*

On November 18, 2017, AutoZone, Inc. (“AutoZone”) entered into a Master Extension, New Commitment and Amendment Agreement dated as of November 18, 2017 (the “Extension Amendment”) to the Third Amended and Restated Credit Agreement dated as of November 18, 2016, as amended, modified, extended or restated from time to time among AutoZone as Borrower, the several lenders from time to time party thereto, and Bank of America, N.A. as Administrative Agent and Swingline Lender, JPMorgan Chase Bank, N.A. as Syndication Agent (“JPMorgan”), arranged by Merrill Lynch, Pierce, Fenner & Smith Incorporated (“Merrill Lynch”) and J.P. Morgan as Joint Lead Arrangers and Merrill Lynch, J.P. Morgan, SunTrust Robinson Humphrey, Inc., U.S. Bank National Association, Wells Fargo Securities, LLC and Barclays Capital as Joint Book Runners (the “Revolving Credit Agreement”). Under the Extension Amendment: (i) AutoZone’s borrowing capacity under the Revolving Credit Agreement was increased from \$1.6 billion to \$2.0 billion; (ii) AutoZone’s option to increase its borrowing capacity under the Revolving Credit Agreement was “refreshed” and the amount of such optional increase was raised from \$400 million to \$800 million, so that the maximum borrowing under the Revolving Credit Agreement may, at AutoZone’s option (subject to lenders’ approval), be increased from \$2.0 billion to \$2.4 billion; (iii) the termination date of the Revolving Credit Agreement was extended from November 18, 2021 until November 18, 2022; and (iv) AutoZone has the option to make one additional written request of the lenders to extend the termination date then in effect for an additional one year. The Extension Amendment made no other changes to the Revolving Credit Agreement.

## Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

AutoZone has other commercial relationships with certain parties to the Extension Amendment described in Item 1.01 above. From time to time, several of the lenders or their affiliates furnish general financing and banking services to AutoZone.

## Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit  
No.

Description

10.1	<a href="#"><u>Master Extension, New Commitment and Amendment Agreement dated as of November 18, 2017 among AutoZone, Inc. as Borrower; Bank of America, N.A. as Administrative Agent and Swingline Lender; JPMorgan Chase Bank, N.A. as Syndication Agent; Merrill Lynch, Pierce, Fenner &amp; Smith Incorporated and J.P. Morgan Chase Bank, N.A. as Joint Lead Arrangers; Merrill Lynch, Pierce, Fenner &amp; Smith Incorporated, J.P. Morgan Chase Bank, N.A., SunTrust Robinson Humphrey, Inc., U.S. Bank National Association, Wells Fargo Securities, LLC and Barclay’s Capital as Joint Book Runners; SunTrust Bank, U.S. Bank National Association, Wells Fargo Bank, National Association and Barclay’s Bank PLC as Documentation Agents; and the several lenders party thereto.</u></a>
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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

Date: November 22, 2017

AUTOZONE, INC.

By: /s/ William T. Giles

William T. Giles  
Executive Vice President and  
Chief Financial Officer – Finance and Information  
Technology

MASTER EXTENSION, NEW COMMITMENT AND AMENDMENT AGREEMENT

Dated as of November 18, 2017

among

AUTOZONE, INC.,  
as Borrower,

THE SEVERAL LENDERS  
FROM TIME TO TIME PARTY HERETO

AND

BANK OF AMERICA, N.A.,  
as Administrative Agent and Swingline Lender

and

JPMORGAN CHASE BANK, N.A.,  
as Syndication Agent

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MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED  
and  
J.P. MORGAN CHASE BANK, N.A.,  
as Joint Lead Arrangers

and

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,  
J.P. CHASE BANK, N.A.,  
SUNTRUST ROBINSON HUMPHREY, INC.,  
U.S. BANK NATIONAL ASSOCIATION,  
WELLS FARGO SECURITIES, LLC  
and  
BARCLAYS BANK PLC,  
as Joint Book Runners

and

SUNTRUST BANK,  
U.S. BANK NATIONAL ASSOCIATION,  
WELLS FARGO BANK, NATIONAL ASSOCIATION  
and  
BARCLAYS BANK PLC,  
as Documentation Agents

## MASTER EXTENSION, NEW COMMITMENT AND AMENDMENT AGREEMENT

Reference is made to the Third Amended and Restated Credit Agreement dated as of November 18, 2016, as amended, modified, extended or restated from time to time (the "Credit Agreement") among AutoZone, Inc., the Lenders party thereto, Bank of America, N.A., as Administrative Agent and JPMorgan Chase Bank, N.A., as Syndication Agent. Terms defined in the Credit Agreement are used in this Master Extension, New Commitment and Amendment Agreement (this "Agreement") with the same meanings.

1. Each undersigned Lender hereby confirms its Revolving Commitment, effective as of the Effective Date set forth below, to make Loans under the Credit Agreement up to the principal amount of such Revolving Commitment as set forth on Schedule 2.1(a) attached hereto and, if applicable, agrees that its existing Revolving Commitment is hereby replaced. In order to effect the modified Revolving Commitments of the Lenders as of the Effective Date, assignments of Revolving Commitments shall be deemed to be made among the applicable Lenders in such amounts as may be necessary, and with the same force and effect as if such assignments of Revolving Commitments were evidenced by Assignment and Assumptions (but without the payment of any related assignment fee), and no other notices, consents, or documents shall be required in connection with such assignments (all of which, to the extent otherwise required are hereby waived). If the undersigned Lender is not already a Lender under the Credit Agreement, such Lender hereby acknowledges, agrees and confirms that, by its execution of this Agreement, such Lender will, as of the Effective Date, be a party to the Credit Agreement and be bound by the provisions of the Credit Agreement and, to the extent of its Revolving Commitment, have the rights and obligations of a Lender thereunder. The parties hereto acknowledge and agree that this Agreement constitutes (x) a New Commitment Agreement substantially in the form of Schedule 3.4(b) to the Credit Agreement and (y) an Assignment and Assumption substantially in the form of Schedule 10.3(a) to the Credit Agreement. For the avoidance of doubt, with respect to any Lender whose Revolving Commitment as of the Effective Date is zero, such Lender shall, as of the Effective Date, be released from its obligations under the Credit Agreement (and cease to be a party thereto), except for those obligations of Lenders in respect of expense reimbursement and indemnification which by their express terms survive termination of the Commitments, but shall continue to be entitled to the benefits of Sections 3.9, 3.10 and 3.11 of the Credit Agreement with respect to facts and circumstances occurring prior to the Effective Date.

2. Furthermore, each undersigned Lender (together constituting Required Lenders under the Credit Agreement), the Borrower and the Administrative Agent agree that (a) the \$400,000,000 increase option pursuant to Section 3.4(b) of the Credit Agreement is hereby "refreshed" as of the Effective Date, (b) to that end, the references to "\$400,000,000" and "\$2,000,000,000" set forth in Section 3.4(b)(i) of the Credit Agreement are hereby amended to read "\$800,000,000 (inclusive of the \$400,000,000 increase to the Revolving Committed Amount effective as of November 18, 2017)" and "\$2,400,000,000," respectively, (c) in Section 3.4(d) of the Credit Agreement, the words "up to two (2) written requests" are hereby replaced with the following "make one written request" and (d) in Section 3.4(d) of the Credit Agreement, the words "(x) in the case of the first such request, no earlier than 60 days prior to the first anniversary of the Closing Date, but no later than 45 days prior to the first anniversary of the Closing Date and (y) in the case of the second such request," are hereby deleted.

3. Each undersigned Lender hereby agrees that (a) pursuant to Section 3.4(d) of the Credit Agreement and effective as of the Effective Date, the Termination Date relating to its Commitment is extended by one (1) year to November 18, 2022 and (b) the definition of "Termination Date" in Section 1.1 of the Credit Agreement is amended to replace the reference to "November 18, 2021" with a reference to "November 18, 2022."

4. The parties hereto agree that, effective as of the Effective Date, Schedule 2.1(a) to the Credit Agreement is restated in its entirety to read as set forth on Schedule 2.1(a) attached hereto. The Borrower hereby ratifies and reaffirms the Credit Agreement, as amended hereby, and the other Credit Documents and acknowledges and reaffirms that, after giving effect to the increase in the Revolving Commitments pursuant to this Agreement and the other amendments contained herein, it is bound by all terms of this Credit Agreement and the other Credit Documents.

5. The Borrower agrees to pay on the Effective Date all fees and expenses relating to this Agreement which are due and payable on such date, including all reasonable out-of-pocket costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment (including, without limitation, the reasonable fees and expenses of Moore & Van Allen PLLC, special counsel to the Administrative Agent).

6. Subject to (a) receipt by the Administrative Agent of (i) executed signature pages to this Agreement from the Borrower, each Lender party hereto (which, for the avoidance of doubt, must constitute Required Lenders) and the Administrative Agent and (ii) the items required to be delivered by the Borrower pursuant to clauses (A), (C) and (D) of Section 3.4(b)(ii) of the Credit Agreement (to the extent applicable), and (b) payment by the Borrower of the fees set forth in Section 5 above, the Effective Date of the extensions and new Revolving Commitments pursuant to this Agreement shall be November 18, 2017 (the "Effective Date").

7. Nothing contained in this Agreement shall be deemed to constitute a waiver of any rights or remedies the Administrative Agent or any Lender may have under the Credit Agreement or any other Credit Documents or under applicable law.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

9. This Agreement shall constitute a Credit Document.

10. This Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page by telecopy, "pdf" or other electronic imaging means shall be effective as delivery of a manually executed counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

**BORROWER:**

**AUTOZONE, INC.**

By: /s/ William T. Giles  
Name: William T. Giles  
Title: Executive Vice President and Chief Financial Officer

By: /s/ Brian L. Campbell  
Name: Brian L. Campbell  
Title: Vice President and Treasurer

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**ADMINISTRATIVE AGENT:**

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By:  /s/ Don B. Pinzon

Name: Don B. Pinzon

Title: Vice President

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)



**LENDERS:**

**BANK OF AMERICA, N.A.,**

as a Lender

By: /s/ Aron Frey

Name: Aron Frey

Title: Vice President

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**JPMORGAN CHASE BANK, N.A.,**  
as a Lender

By:  /s/ Tony Yung  
Name: Tony Yung  
Title: Executive Director

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**BARCLAYS BANK PLC,**  
as a Lender

By:     /s/ Ritam Bhalla      
Name: Ritam Bhalla  
Title: Director

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**SUNTRUST BANK,**  
as a Lender

By:     /s/ David Ernst      
Name: David Ernst  
Title: Vice President

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AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**U.S. BANK NATIONAL ASSOCIATION,**  
as a Lender

By:     /s/ Conan Schleicher      
Name: Conan Schleicher  
Title: Senior Vice President

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**WELLS FARGO BANK, N.A.,**

as a Lender

By:     /s/ Irena Stavreska    

Name: Irena Stavreska

Title: Director

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**BANK OF THE WEST,**  
as a Lender

By:     /s/ Brad Conley      
Name: Brad Conley  
Title: Director

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**BRANCH BANKING AND TRUST COMPANY,**  
as a Lender

By:     /s/ Sean Miller    

Name: Sean Miller

Title: Vice President

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)



**CAPITAL ONE, NATIONAL ASSOCIATION,**  
as a Lender

By: /s/ Jeremy Mipro

Name: Jeremy Mipro

Title: Vice President

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**CITIBANK, N.A.,**  
as a Lender

By:     /s/ Anita Philip      
Name: Anita Philip  
Title: Vice President

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AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,**  
as a Lender

By: /s/ Gordon Yip

Name: Gordon Yip

Title: Director

By: /s/ Gary Herzog

Name: Gary Herzog

Title: Managing Director

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**DEUTSCHE BANK AG NEW YORK BRANCH,**  
as a Lender

By: /s/ Ming K. Chu

Name: Ming K. Chu

Title: Director

By: /s/ Virginia Cosenza

Name: Virginia Cosenza

Title: Vice President

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

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**FIFTH THIRD BANK,**  
as a Lender

By:  /s/ Mary Ramsey  
Name: Mary Ramsey  
Title: Senior Vice President

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**KEYBANK NATIONAL ASSOCIATION,**  
as a Lender

By:  /s/ Marianne T. Meil  
Name: Marianne T. Meil  
Title: Senior Vice President

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

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**MIZUHO BANK, LTD.,**

as a Lender

By:     /s/ Tracy Rahn    

Name: Tracy Rahn

Title: Authorized Signatory

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**PNC BANK, NATIONAL ASSOCIATION,**  
as a Lender

By:     /s/ Creighton Reiss    

Name: Creighton Reiss

Title: Vice President

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)



**REGIONS BANK,**  
as a Lender

By: /s/ Jon-Paul Hickey

Name: Jon-Paul Hickey

Title: Director

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**SANTANDER BANK, N.A.,**  
as a Lender

By:  /s/ Andres Barbosa  
Name: Andres Barbosa  
Title: Executive Director

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AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**TD BANK, N.A.,**  
as a Lender

By:     /s/ Bernadette Collins      
Name: Bernadette Collins  
Title: Senior Vice President

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,**  
as a Lender

By:     /s/ Katie Cunningham      
Name: Katie Cunningham  
Title: Vice President

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**COMERICA BANK,**  
as a Lender

By:     /s/ Robert Wilson      
Name: Robert Wilson  
Title: Vice President

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**COMPASS BANK,**  
as a Lender

By:  /s/ Khoa Duong  
Name: Khoa Duong  
Title: Senior Vice President

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

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**HSBC BANK USA, NA.**

as a Lender

By:  /s/ Jaime Eng Mariano

Name: Jaime Eng Mariano

Title: Senior Vice President #21440

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**SUMITOMO MITSUI BANKING CORPORATION,**  
as a Lender

By:     /s/ Katsuyuki Kubo    

Name: Katsuyuki Kubo

Title: Managing Director

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)



**THE HUNTINGTON NATIONAL BANK,**  
as a Lender

By:  /s/ Joshua D. Elsea  
Name: Joshua D. Elsea  
Title: Senior Vice President

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**THE NORTHERN TRUST COMPANY,**  
as a Lender

By:     /s/ John C. Canty      
Name: John C. Canty  
Title: Senior Vice President

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**BANCO SANTANDER S.A.,**  
as a Lender

By:  /s/ Isabel Pastor  
Name: Isabel Pastor  
Title: VP

By:  /s/ Paloma Garcia  
Name: Paloma Garcia  
Title: VP

AUTOZONE, INC.  
MASTER EXTENSION AND  
NEW COMMITMENT AGREEMENT (2017)

**Schedule 2.1(a)****LENDERS**

<u>Lender</u>	<u>Commitment Percentage</u>	<u>Revolving Commitment</u>
Bank of America, N.A.	8.312500000%	\$ 166,250,000.00
JPMorgan Chase Bank, N.A.	8.312500000%	\$ 166,250,000.00
Barclays Bank PLC	8.000000000%	\$ 160,000,000.00
SunTrust Bank	8.000000000%	\$ 160,000,000.00
U.S. Bank National Association	8.000000000%	\$ 160,000,000.00
Wells Fargo Bank, National Association	8.000000000%	\$ 160,000,000.00
Bank of the West	3.000000000%	\$ 60,000,000.00
Branch Banking and Trust Company	3.000000000%	\$ 60,000,000.00
Capital One, National Association	3.000000000%	\$ 60,000,000.00
Citibank, N.A.	3.000000000%	\$ 60,000,000.00
Credit Agricole Corporate and Investment Bank	3.000000000%	\$ 60,000,000.00
Deutsche Bank AG New York Branch	3.000000000%	\$ 60,000,000.00
Fifth Third Bank	3.000000000%	\$ 60,000,000.00
KeyBank National Association	3.000000000%	\$ 60,000,000.00
Mizuho Bank, Ltd.	3.000000000%	\$ 60,000,000.00
PNC Bank, National Association	3.000000000%	\$ 60,000,000.00
Regions Bank	3.000000000%	\$ 60,000,000.00
Santander Bank, N.A.	3.000000000%	\$ 60,000,000.00
TD Bank, N.A.	3.000000000%	\$ 60,000,000.00
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	3.000000000%	\$ 60,000,000.00
Comerica Bank	1.562500000%	\$ 31,250,000.00
Compass Bank	1.562500000%	\$ 31,250,000.00
HSBC Bank USA, NA	1.562500000%	\$ 31,250,000.00
Sumitomo Mitsui Banking Corporation	1.562500000%	\$ 31,250,000.00
The Huntington National Bank	1.562500000%	\$ 31,250,000.00
The Northern Trust Company	1.562500000%	\$ 31,250,000.00
Banco Santander, S.A.	0.000000000%	\$ 0.00
<b>Total:</b>	<b>100.000000000%</b>	<b>\$2,000,000,000.00</b>