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SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

[X] Annual Report under section 13 or 15(d) of the Securities Exchange Act of 1934 for the fiscal year ended August 26, 2000, or

[ ] Transition report pursuant to section 13 or 15(d) of the Securities Exchange Act of 1934 For the transition period from to .

Commission file number 1-10714

AUTOZONE, INC.

(Exact name of registrant as specified in its charter)

Nevada	**62-1482048**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

123 South Front Street, Memphis, Tennessee 38103
(Address of principal executive offices) (Zip Code)

(901) 495-6500
Registrant's telephone number, including area code

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Name of each exchange on which registered**
Common Stock ($.01 par value)	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K § 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [ ]

The aggregate market value of the 82,799,107 shares of voting stock of the registrant held by non-affiliates of the registrant (excluding, for this purpose, shares held by officers, directors, or 10% stockholders) was $1,976,828,680 based on the last sales price of the Common Stock on October 17, 2000, as reported on the New York Stock Exchange. The number of shares of Common Stock outstanding as of October 17, 2000, was 116,000,313.

Documents Incorporated By Reference

Portions of the Annual Report to Stockholders for the year ended August 26, 2000, are incorporated by reference into Parts I and II.

Portions of the definitive Proxy Statement dated October 27, 2000, for the Annual Meeting of Stockholders to be held December 14, 2000, are incorporated by reference into Part III.

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Forward-Looking Statements

Certain statements contained in this Annual Report on Form 10-K are forward-looking statements. These statements discuss, among other things, expected growth, domestic and international development and expansion strategy, business strategies, and future performance. These forward-looking statements are subject to risks, uncertainties and assumptions including, without limitation, competition, product demand, domestic and international economies, the ability to hire and retain qualified employees, consumer debt levels, inflation and the weather. Actual results may materially differ from anticipated results. Please refer to the Risk Factors section of this Form 10-K for more details.

PART I

Item 1. Business

Introduction

We are the nation's leading specialty retailer of automotive parts and accessories, primarily focusing on do-it-yourself customers. We began operations in 1979 and at August 26, 2000, operated 2,915 auto parts stores in 42 states and 13 in Mexico. Each auto parts store carries an extensive product line for cars, vans and light trucks, including new and re-manufactured automotive hard parts, maintenance items, and accessories. At August 26, 2000, 1,486 of our domestic auto parts stores also had a commercial sales program, which provides commercial credit and prompt delivery of parts and other products to local repair garages, dealers and service stations. We do not sell tires nor do we perform automotive repairs or installations.

In addition, we sell heavy-duty truck parts and accessories through 49 TruckPro stores in 15 states, automotive diagnostic and repair information software through our ALLDATA subsidiary and diagnostic and repair information through alldatadiy.com.

At August 26, 2000, our auto parts stores were in the following locations:

Alabama	83	Maine	3	Oregon	2
Arizona	75	Maryland	21	Pennsylvania	70
Arkansas	47	Massachusetts	53	Rhode Island	13
California	389	Michigan	104	South Carolina	51

Colorado	39	Mississippi	67	Tennessee	111
Connecticut	21	Missouri	82	Texas	348
Delaware	6	Nebraska	8	Utah	21
Florida	143	Nevada	28	Vermont	1
Georgia	101	New Hampshire	11	Virginia	53
Illinois	127	New Jersey	9	Washington, DC	6
Indiana	101	New Mexico	29	West Virginia	15
Iowa	29	New York	85	Wisconsin	35
Kansas	43	North Carolina	97	Wyoming	5
Kentucky	56	Ohio	181	Mexico	13
Louisiana	83	Oklahoma	63		
				Total	2,928

Marketing and Merchandising Strategy

We are dedicated to providing customers with superior service, value, and quality parts selection at conveniently located, well-designed stores. Key elements of this strategy are:

Customer Service

We believe that our customers value customer service; therefore, customer service is the most important element in our marketing and merchandising strategy. We emphasize that our AutoZoners should always put customers first. To do so, we employ parts personnel with technical expertise to advise customers regarding the correct part type and application, utilize a wide range of training methods to educate and motivate our AutoZoners, and provide store personnel with significant opportunities for promotion and incentive compensation. Our electronic parts catalogs assist in the selection of parts; we offer free testing of starters, alternators, batteries, sensors and actuators; and we were among the first auto parts companies to offer lifetime warranties on many of the parts we sell. Our satellite system in our auto parts stores helps us to speed up credit card and check approval processes and locate parts at neighboring AutoZone stores. Our auto parts stores generally open at 8 a.m. and close between 8 and 10 p.m. (with some open 24 hours) Monday through Saturday and typically open at 9 a.m. and close between 6 and 8 p.m. on Sunday.

Through ALLDATA, we provide electronic diagnostic and repair information. We offer the professional technician a complete software package, and the do-it-yourselfer can purchase vehicle-specific information on CD-ROM or via the Internet at alldatadiy.com.

Products

This table shows the types of products we sell in our auto parts stores:

Hard Parts	Maintenance Items	Accessories	Miscellany
Alternators	Antifreeze	Floor Mats	Air Fresheners
Batteries	Brake Fluid	Lights	Dent Filler
Brake Drums, Rotors, Shoes & Pads	Oil	Mirrors	Hand Cleaner
Carburetors	Oil and Fuel Additives	Stereos	Paint
Clutches	Oil, Air, and Fuel Filters		Repair Manuals
Engines	Power Steering Fluid		Tools
Mufflers	Transmission Fluid		
Shock Absorbers	Wash and Wax Chemicals		
Spark Plugs	Windshield Wipers		
Starters			
Struts			
Water Pumps			

Our auto parts stores generally offer between 16,000 and 21,000 stock keeping units ("SKUs") covering a broad range of vehicle types. Each auto parts store carries the same basic product line with some regional differences based on climate, demographics and age and type of vehicle registration. Our "flexogram" program enables us to tailor our hard parts inventory to the makes and models of the automobiles in each store's trade area. The auto parts stores sell a number of products, including batteries, engines, starters, alternators, brake parts and filters, under our private label names. We also offer a range of products, consisting principally of hard parts, through our express parts program, which provides overnight delivery of lower turnover products to our auto parts stores.

Pricing

We employ an everyday low price strategy and attempt to be the price leader in hard parts categories. We believe that our prices overall compare favorably to those of our competitors.

Commercial Sales Program

Our commercial sales program in the auto parts stores provides credit and prompt delivery of parts and other products to local repair garages, dealers and service stations. At August 26, 2000, this program was offered in 1,486 auto parts stores. Commercial customers generally pay the same everyday low prices as paid by do-it-yourself customers.

Store Design and Visual Merchandising

We design and build stores for a high visual impact. The typical AutoZone store has an industrial "high tech" appearance by utilizing colorful exterior signage, exposed beams and ductwork, and brightly lighted interiors. Maintenance products, accessories, and miscellaneous items are attractively displayed for easy browsing by customers, with specialized gravity-feed racks for batteries and, in many stores, oil. We employ a uniform ("planogrammed") store layout system to promote consistent merchandise presentation in all of our auto parts stores. In-store signage and special displays aid customers in locating merchandise and promoting products.

Store Development and Expansion Strategy

This table shows the domestic auto parts store development during the past five fiscal years:

	Fiscal Year				
	1996	**1997**	**1998**	**1999**	**2000**
Beginning Stores	1,143	1,423	1,728	2,657	2,711
New Stores[1]	280	308	952	245	208
Replaced Stores[2]	31	17	12	59	30
Closed Stores[2]	(31)	(20)	(35)	(250)	(34)
Ending Stores	1,423	1,728	2,657	2,711	2,915
	=====	=====	=====	=====	=====

[1]Includes stores obtained through Chief and Auto Palace acquisitions in 1998, and stores opened on real estate acquired from Pep Boys in 1999.
[2]Closed stores include replaced stores.

We believe that expansion opportunities exist both in markets that we do not currently serve, and in markets where we can achieve a larger presence, for both AutoZone and TruckPro stores. We attempt to obtain high visibility sites in high traffic locations and undertake substantial research prior to entering new markets. Key factors in selecting new site and market locations include population, demographics, vehicle profile, and number and strength of competitors' stores. We generally seek to open new stores within or contiguous to existing market areas and attempt to cluster development in new urban markets in a relatively short period of time in order to achieve economies of scale in advertising and distribution costs. In addition to continuing to construct our own stores, we occasionally evaluate potential acquisition candidates in new as well as in existing markets.

Our net sales have grown significantly in recent years, increasing from $2.2 billion in fiscal 1996 to $4.5 billion in fiscal 2000. Continued growth and financial performance will be dependent, in large part, upon our ability to open new stores on a profitable basis in existing and new markets and also upon our ability to continue to increase sales in existing stores. We make no assurance that we can continue to open and operate new stores on a timely and profitable basis, or continue to attain increases in comparable store sales.

Store Operations

Store Formats

As of August 26, 2000, we had domestic auto parts stores in the following square footage ranges:

Square Footage	**Number of Stores**
Less than 4,000	300
4,000 to 7,000	1,475
More than 7,000	1,140

Substantially all AutoZone stores are based on standard store formats resulting in generally consistent appearance, merchandising and product mix. Approximately 85% to 90% of each store's square footage is selling space, of which approximately 40% to 45% is dedicated to hard parts inventory. The hard parts inventory area is fronted by a counter that generally runs the depth or length of the store, dividing the hard parts area from the remainder of the store. The remaining selling space contains displays of accessories and maintenance items.

At the hard parts counter, we have knowledgeable parts personnel available to assist customers with their parts needs utilizing our proprietary electronic parts catalog with a video screen which is visible to both the AutoZoner (employee) and the customer. The parts catalog will suggest additional items that a customer should purchase in order to properly install the part being purchased.

Approximately 2,300 of our auto parts stores are freestanding, with the balance principally located within strip shopping centers. Freestanding large format stores typically have parking for approximately 40 to 45 cars on a lot of approximately 3/4 to one acre. Our smaller auto parts stores typically have parking for approximately 25 to 35 cars and are usually located on a lot of approximately 1/2 to 3/4 acre.

Store Personnel and Training

Each auto parts store typically employs from 9 to 20 AutoZoners, including a manager and an assistant manager. AutoZoners typically have prior automotive experience. Although we rely primarily on on-the-job training, we also provide formal training programs, which include regular store meetings on specific sales and product issues, standardized training manuals and a specialist program where AutoZoners can obtain certification in several areas of technical expertise from both the company and from independent certification agencies. Training is supplemented with frequent store visits by management.

Store managers get financial incentives through performance-based bonuses and grants of stock options. In addition, our growth has provided opportunities for the promotion of qualified AutoZoners. We believe these opportunities are important to attract, motivate and retain quality personnel.

Our domestic auto parts stores are primarily supervised through district managers who oversee approximately five to eight stores each and who report to regional managers. Regional managers with approximately 45 to 60 stores each, in turn, report to six Vice Presidents-Stores. Purchasing, merchandising, advertising, accounting, cash management, store development, systems technology and support and other store support functions are centralized in our store support center in Memphis, Tennessee. We believe that this centralization enhances consistent execution of our merchandising and marketing strategy at the store level.

Store Automation

All auto parts stores have proprietary electronic parts catalogs that provide parts information based on the make, model and year of an automobile. The catalog display screens are placed on the hard parts counter where both AutoZoners and customers can view the screen. In addition, our satellite system enables the auto parts stores to speed up credit card and check approval processes and locate parts at neighboring AutoZone stores.

Our domestic auto parts stores utilize our computerized Store Management System, which includes bar code scanning and point-of-sale data collection terminals. The Store Management System provides administrative assistance and improved personnel scheduling at the store level, as well as enhanced merchandising information and improved inventory control. We believe the Store Management System also enhances customer service through faster processing of transactions and simplified warranty and product return procedures.

Purchasing and Distribution

Merchandise is selected and purchased for all stores at our store support center in Memphis. No one class of product accounts for as much as 10% of our total sales. In fiscal 2000, no single supplier accounted for more than 7% of our total purchases, and our ten largest suppliers accounted for approximately 32% of our purchases. We generally have few long-term contracts for the purchase of merchandise. We believe that we have excellent relationships with suppliers. We also believe that alternative sources of supply exist, at similar cost, for substantially all types of product sold.

Our vendors ship substantially all of our merchandise to our distribution centers. Stores typically place orders on a weekly basis with merchandise shipped from the warehouse in our trucks on the following day.

Competition

We compete principally in the do-it-yourself and, more recently, the commercial automotive aftermarket. Although the number of competitors and the level of competition experienced by our stores vary by market area, the automotive aftermarket is fragmented and generally very competitive. We principally compete using customer service, store location, product selection, product warranty and price. While we believe that we compete effectively across the United States, some of our competitors have been operating longer in particular geographic areas and may be more familiar with particular regional needs or may have a name more recognizable in a particular region.

In addition to competing with other auto parts retailers, we compete with jobber stores, which principally sell to wholesale accounts and installers, but also have significant sales to do-it-yourself customers. With respect to some products, we also compete with mass merchants who sell automotive maintenance products such as oil, filters, windshield wiper blades, wash and wax, chemicals and batteries.

Trademarks and Patents

We have registered several service marks and trademarks in the United States Patent and Trademark office, including our service mark "AutoZone" and trademarks "AutoZone," "Duralast," "Valucraft," "Ultra Spark," "Deutsch," "Albany," "ALLDATA" and "TruckPro". We believe that the "AutoZone" service mark and trademarks have become an important component in our merchandising and marketing strategy.

In the 1998 fiscal year we were granted a patent by the Patent and Trademark Office for a starter and alternator tester which is being used exclusively in our AutoZone stores. This tester gives us greater testing accuracy and improved customer service.

Employees

As of August 26, 2000, we employed approximately 43,000 persons, approximately 29,000 of whom were employed full-time. Approximately 87% of our employees were employed in stores or in direct field supervision, approximately 7% in distribution centers and approximately 6% in store support functions.

We have never experienced any material labor disruption, and believe that our labor relations are generally good.

Executive Officers of the Registrant

The following table lists our executive officers. The title of each executive officer includes the words "Customer Satisfaction" which reflects our commitment to customer service as part of our marketing and merchandising strategy. Officers are elected by and serve at the discretion of the Board of Directors.

John C. Adams, Jr., 52--Chairman, Chief Executive Officer, and Director

John C. Adams, Jr., has been a director since 1996. Mr. Adams was elected Chairman and Chief Executive Officer in March 1997. In September 2000, Mr. Adams announced that he intends to step aside as CEO as soon as a replacement is found by the Board of Directors. Previously, he had been President and Chief Executive Officer since December 1996, and had been Vice Chairman and Chief Operating Officer since March 1996. Previously, he was Executive Vice President--Distribution since 1995. From 1990 to 1994, Mr. Adams was a co-owner of Nicotiana Enterprises, Inc., a food distribution company. From 1983 to 1990, Mr. Adams was President of the Miami Division of Malone & Hyde, Inc., AutoZone's former parent company.

Timothy D. Vargo, 49--President, Chief Operating Officer, and Director

Timothy D. Vargo has been a director since 1996. He has been President since March 1997 and Chief Operating Officer since December 1996. Previously, Mr. Vargo had been Vice Chairman from March 1996 to December 1996, Executive Vice President--Merchandising and Systems Technology since 1995 and had been Senior Vice President in 1995. Mr. Vargo was Senior Vice President--Merchandising from 1986 to 1992 and was Director of Stores for the Auto Shack division of Malone & Hyde from 1984 to 1986.

Robert J. Hunt, 51--Executive Vice President, Chief Financial Officer, and Director

Robert J. Hunt was elected a director in 1997 and has been Executive Vice President and Chief Financial Officer since 1994. Prior to that time, Mr. Hunt was Executive Vice President, Chief Financial Officer, and a Director of The Price Company from 1991 to 1993. Previously, Mr. Hunt had been employed by Malone & Hyde since 1984, where he was Executive Vice President and Chief Financial Officer from 1988 to 1991.

Michael B. Baird, 43--Senior Vice President and President, TruckPro

Michael B. Baird was elected Senior Vice President in October 1999, and has been President of TruckPro since its acquisition in 1998. Prior to that, he had been Vice President--Commercial from 1995, and had been Vice President--Merchandising since 1993. Mr. Baird has been employed by AutoZone or Malone & Hyde since 1984.

Bruce G. Clark, 55--Senior Vice President--Systems, Technology and Support, and Chief Information Officer

Bruce G. Clark has been Senior Vice President since January 1999. Previously Mr. Clark had been Senior Vice President--MIS/Telemarketing of Brylane and its predecessors since 1988. Mr. Clark joined Brylane, at that time a division of The Limited, in 1983, and served as Vice President--MIS/Telemarketing from 1983 to May 1988. Prior to joining Brylane, Mr. Clark was a partner in the consulting division of Arthur Andersen & Co.

Gerald E. Colley, 47--Senior Vice President--Stores

Gerald E. Colley was elected Senior Vice President-Stores in 1997. He had been Vice President--Stores since April 1997, and had been a Regional Manager since February 1997. Previously, Mr. Colley had been an Executive Vice President for Tire Kingdom, Inc., in 1996, and had been President of Rose Auto Stores Florida, Inc., in 1995. Prior to that time Mr. Colley had been employed by AutoZone since 1987, and had been a Vice President from 1988 to 1995.

Brett D. Easley, 41--Senior Vice President--Merchandising, Chief Content Officer and President, ALLDATA

Brett D. Easley was named Senior Vice President--Merchandising in October 2000 and Chief Content Officer in December 1999. He has been President of ALLDATA since 1998. Previously, he was Senior Vice President--E-Commerce since October 1999. Prior to that, he had been Vice President--Information and Training since 1997 and Vice President--Merchandising Systems since 1994. Mr. Easley has been employed by AutoZone or Malone & Hyde since 1984.

Joseph M. Fabiano, 44--Senior Vice President--Human Resources and International Business Development

Joseph M. Fabiano joined AutoZone in July 1999 as Senior Vice President--Human Resources. Previously Mr. Fabiano was Vice-President--Human Resources for Northwestern Corporation from January 1999 to March 1999. Previously Mr. Fabiano was employed by Tricon Global Restaurants as Vice President, Human Resources--Americas from 1997 to 1999, and as Vice President, Human Resources--Latin America from 1996 to 1997. Prior to that Mr. Fabiano was Senior Vice President, Human Resources for Gruma, S.A. de C.V. from 1995 to 1996. From 1992 to 1995, Mr. Fabiano was Vice President--Human Resources for Gruma Corporation.

Harry L. Goldsmith, 49--Senior Vice President, Secretary and General Counsel

Harry L. Goldsmith was elected Senior Vice President, Secretary and General Counsel in 1996. Previously he was Vice President, General Counsel and Secretary from 1993 to 1996.

Michael E. Longo, 39--Senior Vice President--Distribution

Michael E. Longo has been Senior Vice President--Distribution since 1998. Prior to that time, he had been Vice President--Distribution since 1996. Mr. Longo began working with AutoZone in 1992.

Robert D. Olsen, 48--Senior Vice President--Planning and Store Development

Robert D. Olsen was elected Senior Vice President--Planning and Store Development in April 2000. Prior to that time, since 1993, Mr. Olsen was Executive Vice President and Chief Financial Officer of Leslie's Poolmart. From 1990 to1993 he was Executive Vice President and Chief Financial Officer of TuneUp Masters. From 1985 to 1989, Mr. Olsen held several positions with AutoZone, including Controller, Vice President--Finance, and Senior Vice President and Chief Financial Officer.

William C. Rhodes, III, 35--Senior Vice President--Mid-South Stores

William C. Rhodes, III has been Mid-South Vice-President of Stores since July 2000. Prior to July, he was Senior Vice President-Finance since October 1999. Previously, Mr. Rhodes was Vice President--Finance from February 1999 and prior to that was Vice President--Operations Analysis and Support since 1997, and served as a Director in various capacities in both Store Operations and Finance since joining the Company in 1994.

Anthony Dean Rose, Jr., 40--Senior Vice President--Advertising

Anthony Dean Rose, Jr. has been Senior Vice President--Advertising since 1995. Prior to that time, he had been Vice President--Advertising since 1989 and a Director of Advertising since 1987. Mr. Rose has been employed by AutoZone or Malone & Hyde since 1982.

Stephen W. Valentine, 37--Senior Vice President--Business Development

Stephen W. Valentine is Senior Vice President--Business Development and had been Senior Vice President--International since October 1998. Prior to that time, he had been Senior Vice President--Systems Technology and Support since 1995, Vice President--Systems Technology and Support since 1994, and a Director of Store Management Systems since 1990. Mr. Valentine began working with AutoZone in 1989.

Andrew M. Clarkson, 63--Director and Chairman of the Finance Committee

Andrew M. Clarkson has been a director since 1986 and is an employee serving as Chairman of the Finance Committee. Mr. Clarkson had been Vice President and Treasurer in 1986, Senior Vice President and Treasurer from 1986 to 1988, was Secretary from 1988 to 1993 and was Treasurer from 1990 to 1995. Previously, Mr. Clarkson was Chief Financial Officer of Malone & Hyde from 1983 to 1988.

Tricia K. Greenberger, 32--Vice President and Controller

Tricia K. Greenberger has been Vice President and Controller since April 2000. Prior to that, she was Vice President Financial Planning and Control since 1998. Previously, she had been Director of Process Improvement since 1996. Prior to joining AutoZone, Ms. Greenberger was a Manager with Ernst & Young LLP.

RISK FACTORS

We may not be able to increase sales by the same historic growth rates.

We have significantly increased our domestic store count in the past five fiscal years, growing from 1,143 stores at August 26, 1995, to 2,915 stores at August 26, 2000, an average store count increase per year of 24%. We do not plan to continue our store count growth rate at the historic pace. In addition, a portion of our total sales increases each year results from increases in sales at existing stores. We cannot make any assurance that we can continue to increase same store sales as our stores mature in their markets.

We have an ever-increasing need for qualified employees.

In fiscal year 2000, our consolidated employee count increased from approximately 40,500 at the beginning of the year to about 43,200, a 7% increase in the year. We do not know if we can continue to hire and retain qualified employees at current wage rates.

If demand for our products slows, then our business may be materially affected.

Demand for products sold by our stores depends on many factors. In the short term, it may depend upon:

- the weather, as vehicle maintenance may be deferred during periods of inclement weather.
- the economy, as during periods of good economic conditions, more of our do-it-yourself customers may pay others to repair and maintain their cars instead of working on their own cars. This factor is tempered by our commercial parts sales program that sells parts to installers. In periods of declining economic conditions, both do-it-yourself and do-it-for-me customers may defer vehicle maintenance or repair.

For the long term, demand for our products may depend upon:

- the quality of the vehicles manufactured by the original vehicle manufacturers, and the length of the warranty offered on new vehicles.
- the law. Contrary to the terms of the federal Clean Air Act, the U.S. Environmental Protection Agency has adopted regulations that would limit access to computerized diagnostic information (commonly referred to as "on-board diagnostics") relating to vehicle emission systems on cars and light trucks beginning with the 1996 model year. Legislation is pending in several states to negate the effect of these regulations upon do-it-yourself customers and commercial installers not associated with the original manufacturers. If these regulations remain in effect, our customers will have little or no access to on-board diagnostic information for vehicles, which may limit their ability to diagnose, maintain or repair the emissions systems of vehicles.

If we cannot profitably increase market share in the commercial auto parts business, our sales growth may be limited.

Although we are one of the five largest sellers of auto parts in the commercial "do-it-for-me" market, to increase commercial sales we must compete against automotive aftermarket jobbers and warehouse distributors, in addition to other auto parts retailers which recently entered the commercial business. Some of these jobbers and warehouse distributors have been in business for substantially longer periods of time than we have, have developed long-term customer relationships and have larger available inventories. We can make no assurance that we can profitably develop new commercial customers or make available inventories required by commercial customers.

If we cannot profitably open stores in international markets, our sales growth may be limited.

We opened our first auto parts stores in Mexico during fiscal year 1999. Although we believe that great potential exists for auto parts stores in the fragmented international auto parts market, we have little experience opening or operating stores outside of the United States, and no assurances can be made that we can open additional stores in Mexico or stores in any other country in a timely or profitable manner.

If our vendors continue to consolidate, we may pay higher prices for our merchandise.

Recently, several of our vendors have merged and others have announced plans to merge. Further vendor consolidation could limit the number of vendors from which we may purchase products and could materially affect the prices we pay for these products.

Item 2. Properties

This table shows the square footage and number of leased and owned properties for our domestic auto parts stores:

	No. of Stores	Square Footage
Leased	1,216	7,133,621
Owned	1,699	11,585,683
Total	2,915	18,719,304
	======	=========

We have 3,447,172 square feet in our distribution centers, all of which is owned, except for 892,978 square feet, which is leased. The distribution centers are located in Arizona, California, Georgia, Illinois, Louisiana, Ohio, Tennessee, and Texas.

Our store support center, which we own, is located in Memphis, Tennessee, and consists of 360,000 square feet.

We also own and lease other properties that are not material in the aggregate.

Item 3. Legal Proceedings

AutoZone, Inc., is a defendant in a class action lawsuit entitled "Melvin Quinnie on behalf of all others similarly situated v. AutoZone, Inc., and DOES 1 through 100, inclusive" filed in the Superior Court of California, County of Los Angeles, in November 1998. The plaintiff claims that the defendants failed to pay overtime to store managers as required by California law and failed to pay terminated managers in a timely manner as required by California law. The plaintiff is seeking injunctive relief, restitution, statutory penalties, prejudgment interest, and reasonable attorneys' fees, expenses and costs. On April 3, 2000, the court certified the class as consisting of all AutoZone store managers, and Chief managers who became AutoZone employees in standardized stores on January 1, 1999, for their claims since January 1, 1999, only. The Company is unable to predict the outcome of this lawsuit at this time, but believes that the potential damages recoverable by any single plaintiff are minimal. However, if the plaintiff class were to prevail on all of its claims, the aggregate amount of damages could be substantial. The Company is vigorously defending against this action.

AutoZone, Inc., and its wholly-owned subsidiary, Chief Auto Parts Inc., are defendants in a purported class action lawsuit entitled "Paul D. Rusch, on behalf of all others similarly situated, v. Chief Auto Parts Inc. and AutoZone, Inc." filed in the Superior Court of California, County of Los Angeles, in May 1999. The plaintiffs claim that the defendants have failed to pay their store managers overtime pay from March 1997 to present. The plaintiffs are seeking back overtime pay, interest, an injunction against the defendants committing such practices in the future, costs and attorneys' fees. The Company is unable to predict the outcome of this lawsuit at this time, but believes that the potential damages recoverable by any single plaintiff are minimal. However, if the plaintiff class were to be certified and prevail on all of its claims, the aggregate amount of damages could be substantial. The Company is vigorously defending against this action.

AutoZone, Inc., is a defendant in a lawsuit entitled "Coalition for a Level Playing Field, L.L.C., *et al.*, v. AutoZone, Inc., *et al.*," filed in the U.S. District Court for the Eastern District of New York on February 16, 2000. The case was filed by over 100 plaintiffs, which are principally automotive aftermarket warehouse distributors and jobbers, against eight defendants, which are principally automotive aftermarket parts retailers. The plaintiffs claim that the defendants have knowingly received volume discounts, rebates, slotting and other allowances, fees, free inventory, sham advertising and promotional payments, a share in the manufacturers' profits, and excessive payments for services purportedly performed for the manufacturers in violation of the Robinson-Patman Act. Plaintiffs seek approximately $1 billion in damages (including statutory trebling) and a permanent injunction prohibiting defendants from committing further violations of the Robinson-Patman Act and from opening up any further stores to compete with plaintiffs as long as defendants continue to violate the Act. The Company believes this suit to be without merit and will vigorously defend against it.

AutoZone, Inc., was a defendant in a lawsuit entitled "Ty Newlin, individually, and on behalf of others similarly situated, v. AutoZone, Inc., and Does 1 through 50, inclusive," filed in the Kern County, California, Superior Court on April 27, 2000. The plaintiff, on behalf of a class of employees, alleges that AutoZone failed to pay overtime to its store management employees. The plaintiff is seeking unpaid overtime compensation, penalties, punitive damages, interest, attorneys' fees and an injunction requiring AutoZone to pay overtime compensation as required under California and federal law. This case was dismissed without prejudice during September 2000.

We are also involved in various other legal proceedings incidental to the conduct of our business. Although the amount of liability that may result from these other proceedings cannot be ascertained, we do not currently believe that, in the aggregate, they will result in liabilities material to our financial condition or results of operations.

Item 4. Submission of Matters to a Vote of Security Holders

None.

PART II

Item 5. Market for Registrant's Common Stock and Related Stockholder Matters

Common Stock Market Prices for our common stock as traded on the New York Stock Exchange as shown in the section labeled "Quarterly Summary" of the Annual Report to Stockholders for the fiscal year ended August 26, 2000, are incorporated herein by reference.

At October 17, 2000, we had 3,561 stockholders of record, excluding the number of beneficial owners whose shares were represented by security position listings.

Item 6. Selected Financial Data

Selected financial data contained in the section entitled "Ten-Year Review" of the Annual Report to Stockholders for the fiscal year ended August 26, 2000, are incorporated herein by reference.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The section entitled "Financial Review" of the Annual Report to Stockholders for the fiscal year ended August 26, 2000, is incorporated herein by reference.

In addition to the amounts disclosed in Note E of the Annual Report to Stockholders for the fiscal year ended August 26, 2000, on October 17, 2000, the Board of Directors of the Company approved an additional $100 million in stock repurchases in the open market.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

The subsection entitled "Financial Market Risk" of the section entitled "Financial Review" of the Annual Report to Stockholders for the fiscal year ended August 26, 2000, is incorporated herein by reference.

Item 8. Financial Statements and Supplementary Data

The financial statements and related notes and the section entitled "Quarterly Summary" of the Annual Report to Stockholders for the fiscal year ended August 26, 2000, are incorporated herein by reference.

Item 9. Changes In and Disagreements with Accountants on Accounting and Financial Disclosure

None.

PART III

Item 10. Directors and Officers of the Registrant

The information required by this item is incorporated by reference to Part I of this document and to the definitive Proxy Statement dated October 27, 2000, filed pursuant to Regulation 14A under the Securities Exchange Act of 1934 in connection with the annual meeting of stockholders to be held December 14, 2000.

Item 11. Executive Compensation

The information required by this item is incorporated by reference to the definitive Proxy Statement dated October 27, 2000, filed pursuant to Regulation 14A under the Securities Exchange Act of 1934 in connection with the annual meeting of stockholders to be held December 14, 2000.

Item 12. Security Ownership of Certain Beneficial Owners and Management

The information required by this item is incorporated by reference to the definitive Proxy Statement dated October 27, 2000, filed pursuant to Regulation 14A under the Securities Exchange Act of 1934 in connection with the annual meeting of stockholders to be held December 14, 2000.

Item 13. Certain Relationships and Related Transactions

The sections entitled "Certain Relationships and Related Transactions", "Employment Agreements" and "Indebtedness of Management" of the definitive Proxy Statement dated October 27, 2000, filed pursuant to Regulation 14A under the Securities Exchange Act of 1934 in connection with the annual meeting of stockholders to be held December 14, 2000, are incorporated herein by reference.

PART IV

Item 14. Exhibits, Financial Statement Schedules, and Reports On Form 8-K

(a) 1. Financial Statements

The following financial statements included in the Annual Report to Stockholders for the fiscal year ended August 26, 2000, are incorporated by reference in Item 8:

- Report of Independent Auditors
- Consolidated Statements of Income for the fiscal years ended August 26, 2000, August 28, 1999, and August 29, 1998
- Consolidated Balance Sheets as of August 26, 2000, and August 28, 1999
- Consolidated Statements of Stockholders' Equity for the fiscal years ended August 26, 2000, August 28, 1999, and August 29, 1998
- Consolidated Statements of Cash Flows for the fiscal years ended August 26, 2000, August 28, 1999, and August 29, 1998
- Notes to Consolidated Financial Statements

2. Financial Statement Schedule II - Valuation and Qualifying Accounts

All other schedules are omitted because the information is not required or because the information required is included in the financial statements or notes thereto.

3. The following exhibits are filed as a part of this report:

Exhibit no.	Description of Exhibit
3.1	Restated Articles of Incorporation of AutoZone, Inc. Incorporated by reference to Exhibit 3.1 to the Form 10-Q for the quarter ended February 13, 1999.
3.2	Second Amended and Restated By-laws of AutoZone, Inc. Incorporated by reference to Exhibit 3.3 to the Form 8-K dated March 21, 2000
4.1	Senior Indenture, dated as of July 22, 1998, between AutoZone, Inc. and the First National Bank of Chicago. Incorporated by reference to Exhibit 4.1 to the Form 8-K dated July 17, 1998.
4.2	Rights Agreement, dated as of March 21, 2000, between AutoZone, Inc., and First Chicago Trust Company of New York. Incorporated by reference to Exhibit to the Form 8-K dated March 21, 2000.
4.3	First Amendment to Rights Agreement dated as of October 10, 2000, by and between AutoZone, Inc. and First Chicago Trust Company of New York. Incorporated by reference to the Form 8-K dated October 10, 2000.
4.4	Letter Agreement dated October 10, 2000 between AutoZone, Inc., and ESL Investments, Inc., dated October 10, 2000. Incorporated by reference to Exhibit 10.2 to Form 8-K dated October 10, 2000.
4.5	Second Amended and Restated AutoZone, Inc. Employee Stock Purchase Plan. Incorporated by reference to the Form 10-Q for the quarter ended November 20, 1999.
*10.1	Second Amended and Restated Director Stock Option Plan. Incorporated by reference to Exhibit 4.1 to the Form S-8 (No. 333-88243) dated October 1, 1999.
*10.2	Second Amended and Restated 1998 Director Compensation Plan.
*10.3	Amended and Restated Stock Option Plan, as amended on February 26, 1991. Incorporated by reference to Exhibit 10.4 to the Form S-1 (No. 33-39197) filed April 1, 1991.
*10.4	Amendment No. 1 dated December 18, 1992, to the Amended and Restated Stock Option Plan. Incorporated by reference to Exhibit 10.5 to the Form 10-K for the fiscal year ended August 28, 1993.
*10.5	Second Amended and Restated 1996 Stock Option Plan. Incorporated by reference to Appendix B to the definitive Proxy Statement as filed with the Securities and Exchange Commission on November 2, 1998.
*10.6	Amended and Restated Agreement between J.R. Hyde, III, and AutoZone, Inc., dated October 23, 1997. Incorporated by reference to Exhibit 10.1 to the Form 10-Q for the quarter ended November 22, 1997.
10.7	364-Day Credit Agreement dated as of May 23, 2000, among AutoZone, Inc., as borrower, and the several lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, and The Chase Manhattan Bank, as Syndication Agent. Incorporated by reference to Exhibit 10.2 to the Form 10-Q for the quarter ended May 6, 2000.
10.8	Five-Year Credit Agreement dated as of May 23, 2000, among AutoZone, Inc., as borrower, the several lenders from time to time party thereto, Bank of American, N.A., as Administrative Agent,

and The Chase Manhattan Bank, as Syndication Agent. Incorporated by reference to Exhibit 10.1 to the Form 10-Q for the quarter ended May 6, 2000.

*10.9	AutoZone, Inc. 2000 Executive Incentive Compensation Plan. Incorporated by reference to Exhibit A to the definitive Proxy Statement for the annual meeting of stockholders held December 9, 1999. Incorporated by reference to Exhibit 10.2 to the Form 10-Q for the quarter ended February 12, 2000.
*10.10	AutoZone, Inc. Executive Deferred Compensation Plan. Incorporated by reference to Exhibit 10.3 to the Form 10-Q for the quarter ended February 12, 2000.
*10.11	Form of Demand Promissory Note granted by certain executive officers in favor of AutoZone, Inc.
*10.12	Form of Demand Promissory Note granted by certain executive officers in favor of AutoZone, Inc. Incorporated by reference to Exhibit 10.1 to the Form 10-Q for the quarter ended February 12, 2000.
*10.13	Form of Amended and Restated Employment and Non-Compete Agreement between AutoZone, Inc. and various executive officers. Incorporated by reference to Exhibit 10.1 to the Form 10-Q for the quarter ended November 22, 1999.
*10.14	Form of Employment and Non-Compete Agreement between AutoZone, Inc. and various executive officers. Incorporated by reference to Exhibit 10.2 to the Form 10-Q for the quarter ended November 22, 1999.
*10.15	Form of Employment and Non-Compete Agreement between AutoZone, Inc., and various executive officers. Incorporated by reference to Exhibit 10.3 to the Form 10-Q for the quarter ended November 22, 1999.
*10.16	Form of Employment and Non-compete Agreement between AutoZone, Inc., and Anthony Dean Rose, Jr. Incorporated by reference to Exhibit 10.4 to the Form 10-Q for the quarter ended November 22, 1999.
*10.17	AutoZone Management Stock Ownership Plan. Incorporated by reference to Exhibit 10.6 to the Form 10-Q for the quarter ended November 22, 1999.
*10.18	Form of Demand Promissory Note granted by certain officers in favor of AutoZone, Inc. Incorporated by reference to Exhibit 10.7 to the Form 10-Q for the quarter ended November 22, 1999.
13.1	Annual Report to Stockholders for the fiscal year ended August 26, 2000. Incorporated by reference to the Annual Report filed with the Securities and Exchange Commission via EDGAR pursuant to Rule 101(b)(1) of Regulation S-T.
21.1	Subsidiaries of the Registrant.
23.1	Consent of Ernst & Young LLP.
27.1	Financial Data Schedule (SEC Use Only).

*Management contract or compensatory plan or arrangement.

(b) Reports on Form 8-K.

The Company filed a Current Report on Form 8-K dated May 22, 2000, which contained a press release announcing the Company's financial results for the quarter ended May 6, 2000.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

AUTOZONE, INC.

By: /s/ J.C. Adams, Jr. Date: October 27, 2000
J.C. Adams, Jr.
Chairman, Chief Executive Officer and Director
(Principal Executive Officer)

Pursuant to the requirement of the Securities Exchange Act of 1934, this report has been signed below by the following persons in the capacities and on the dates indicated:

SIGNATURE	TITLE	DATE

/s/ J.C. Adams, Jr. J.C. Adams, Jr.	Chairman, Chief Executive Officer and Director (Principal Executive Officer)	October 17, 2000
/s/ Timothy D. Vargo Timothy D. Vargo	President, Chief Operating Officer and Director	October 17, 2000
/s/ Robert J. Hunt Robert J. Hunt	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer)	October 17, 2000
/s/ Tricia K. Greenberger Tricia K. Greenberger	Vice President & Controller (Principal Accounting Officer)	October 17, 2000
/s/ Andrew M. Clarkson Andrew M. Clarkson	Director	October 17, 2000
/s/ Charles M. Elson Charles M. Elson	Director	October 17, 2000
/s/ N. Gerry House N. Gerry House	Director	October 17, 2000
/s/ J.R. Hyde, III J.R. Hyde, III	Director	October 17, 2000
/s/ James F. Keegan James F. Keegan	Director	October 17, 2000
___________________________ Edward S. Lampert	Director	October 17, 2000
/s/ W. Andrew McKenna W. Andrew McKenna	Director	October 17, 2000
/s/ Michael W. Michelson Michael W. Michelson	Director	October 17, 2000
___________________________ Ronald A. Terry	Director	October 17, 2000

SCHEDULE II

AUTOZONE, INC.

VALUATION AND QUALIFYING ACCOUNTS

(In thousands)

COL A	COL B	COL C - ADDITIONS		COL D	COL E
		(1)	(2)		
DESCRIPTION	Balance Beginning of Period	Charged to Costs and Expenses	Charged to Other Accounts-Describe	Deductions-Describe	Balance at End of Period
Year Ended August 29, 1998:					
Reserve for warranty claims	$19,122	$58,511		$56,847 (1)	$20,786
Other reserves	11,227				14,296
Year Ended August 28, 1999:					
Reserve for warranty claims	$20,786	$90,310	$3,473 (2)	$81,619 (1)	$32,950
Other reserves	14,296				94,640 (3)
Year Ended August 26, 2000:					
Reserve for warranty claims	$32,950	$100,381		$83,317 (1)	$50,014
Other reserves	94,640				57,585 (3)

(1) Cost of product for warranty replacements, net of salvage and amounts collected from customers.

(2) Purchase accounting adjustments related to acquisition of Chief Auto Parts Inc.

(3) Amount includes items classified in other accrued expenses and other long-term liabilities.

EXHIBIT INDEX

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27.1	Financial Data Schedule (SEC Use Only).

*Management contract or compensatory plan or arrangement.

EXHIBIT 10.2

AUTOZONE, INC.
SECOND
AMENDED AND RESTATED
DIRECTOR COMPENSATION PLAN

SECTION 1. PURPOSE.

This Director Compensation Plan (this "Plan") is established to allow the Non-Employee Directors of AutoZone, Inc. ("AutoZone") to participate in the ownership of AutoZone through ownership of shares of AutoZone Common Stocks or units representing the right to receive shares of AutoZone Common Stock. In addition, the Plan is intended to allow AutoZone's Non-Employee Directors to defer all or a portion of their compensation for their service as directors of AutoZone.

SECTION 2. DEFINITIONS.

As used herein, the following words shall have the definitions given them below:

"Affiliate" means any corporation, company limited by shares, partnership, limited liability company, business trust, other entity, or other business association that is controlled by AutoZone.

"Board" means the Board of Directors of AutoZone.

"Business Day" means on a day which AutoZone's executive offices in Memphis, Tennessee are open for business and on which trading is conducted on the New York Stock Exchange.

"Common Stock" means the Common Stock, $0.01 par value per share, of AutoZone.

"Compensation Date" means the first Business Day of each Plan Quarter.

"Deferral Account" means an account established upon the conversion of a Unit Account by a Director and maintained in the Special Ledger for such Director to which cash equivalent amounts allocable to the Director under this Plan are credited.

"Director" means any member of the Board who is not an employee or officer of AutoZone or an Affiliate.

"Fair Market Value" means, as to any particular day, the average of the highest and lowest prices quoted for a share of Common Stock trading on the New York Stock Exchange on that day, or if no such prices were quoted for the shares of Common Stock on the New York Stock Exchange for that day for any reason, the average of the highest and lowest prices quoted on the last Business Day on which prices were quoted. The highest and lowest prices for the shares of Common Stock shall be those published in the edition of The Wall Street Journal or any successor publication for the next Business Day.

"Fee" means the amount of compensation (including, without limitation, annual Director fees and meeting fees) set by the Board from time to time as payable to a Director in each Plan Year on the terms and subject to the conditions stated in this Plan, subject to reduction for any portion thereof that a Director elects to defer as provided in this Plan.

"First Component" means the portion of the Fee payable to a Director that accounts for at least one-half of the Fee and that is payable in Shares and may be deferred by crediting Units to a Unit Account maintained for the Director.

"Plan Quarter" the three month period beginning each September 1, December 1, March 1, and June 1.

"Interest Rate" means the annual rate at which interest is deemed to accrue on the amounts credited in a Deferral Account for a Director. The Interest Rate shall be set by the Board or a committee of the Board and may be changed from time to time as necessary to reflect prevailing interest rates.

"Plan Year" means each 12-month period beginning September 1 of each year.

"Second Component" means the balance, if any of the Fee (after reduction for the First Component) payable to a Director in cash.

"Shares" means shares of Common Stock.

"Special Ledger" means a record established and maintained by AutoZone in which the Deferral Accounts and Unit Accounts for the Directors, if any, and the Units and/or amounts credited to the accounts, are noted.

"Termination Date" means the date on which a Director ceases to be a member of the Board.

"Unit Account" shall mean the account maintained in the Special Ledger for a Director to which Units allocable to the Director under this Plan are credited.

"Unit" means a credit in a Director Unit Account representing one share.

SECTION 3. ANNUAL FEE.

During each Plan Year in which a person is a Director and is entitled to receive the Fee during the existence of the Plan, the Director will be eligible to receive the Fee payable as follows:

At lease one-half of the Fee shall be and, at the Directors' option, up to the full amount of the Fee (defined above as the "First Component") will be (1) payable to the Director in Shares, or (2) at the Director's option, deferred by having AutoZone credit Units to a Unit Account maintained for the Director as provided in this Plan.

The balance of the Fee (defined above as the "Second Component"), if any, shall be payable to the Director in cash.

The Fee will be payable in advance in equal quarterly installments on each Compensation Date unless deferred as provided herein. Each quarterly installment will consist of one-fourth of the First Component and one- fourth of the Second Component, if any, for each Director.

SECTION 4. ELECTIONS.

With respect to each Plan Year, each Director who was a Director during the prior Plan Year must elect by no later than August 31 of the prior Plan Year how he or she will receive the Fee for the Plan Year; provided, however, that with respect to the initial partial Plan Year beginning March 17, 1998 (the "1998 Plan Year"), each Director who was a Director during the prior Plan Year must elect by no later than April 15, 1998 how he or she will receive the Fee for the remainder of the 1998 Plan Year. Each Director who becomes a Director during a Plan Year must elect within 30 days after becoming a Director how he or she will receive the Fee for such Plan Year. Each election must be made by the Director filing an election form with the Secretary of AutoZone. If a Director does not file an election form for each Plan Year by the specified date the Director will be deemed to have elected to receive and defer the Fee in the manner elected by the Director in his or her last valid election or, if there had been no prior election, will be deemed to have elected to receive all of the Fee in Shares. Any election to defer a portion of the Fee made by a person who becomes a Director during a Plan Year will be valid as to the portion of the Fee received after the election is filed with the Secretary of AutoZone. When an election is made for a Plan Year, the Director may not revoke or change that election with respect to such Plan Year.

SECTION 5. THE SHARES.

If a Director elects to receive Shares in payment of all or any part of the Director's Fee, the number of Shares to be issued on any Compensation Date shall be a whole number of shares nearest to one-fourth of the amount of the Fee to be paid in Shares for the Plan Year divided by the Fair Market Value of a Share on the Compensation Date. Any Shares issued under this Plan will be registered under the Securities Act of 1933, as amended, and, so long as shares of the Common Stock are listed for trading on the New York Stock Exchange, will be listed for trading on the New York Stock Exchange.

SECTION 6. THE UNITS.

If a Director defers any portion of the Fee in the form of Units, then on each Compensation Date, AutoZone will credit a Unit Account maintained for the Director with a number of Units (rounded to the nearest one-tenth) equal to (1) one-fourth of the dollar amount of the Fee that the Director has elected to defer in the form of Units for the Plan Year divided by (2) the Fair Market Value of a Share on the Compensation Date. If the Common Stock is the subject of a stock dividend, stock split, or a reverse stock split, the number of Units will be increased or decreased, as the case may be, in the same proportion as the outstanding shares of Common Stock. AutoZone will credit to the Director's Unit Account on the date any dividend is paid on the Common Stock, an additional number of Units equal to (i) the aggregate amount of the dividend that would be paid on a number of Shares equal to the number of Units credited to the Director's Unit Account on the date the dividend is paid divided by (ii) the Fair Market Value of a Share on that date.

SECTION 7. DISTRIBUTION OF THE AMOUNTS IN A UNIT ACCOUNT.

Upon the Termination Date for a former Director, such former Director shall be entitled to receive that whole number of Shares nearest to the number of Units with which the former Director's Unit Account is credited. Subject to Section 11 hereof, the former Director may elect to receive such Shares in any one of the following forms:

(a) a single lump-sum issuable as soon as practicable after the Termination Date; or

(b) a single lump-sum issuable as soon as practicable after the fifth anniversary of the Termination Date; or

(c) a single lump-sum issuable as soon as practicable after the tenth anniversary of the Termination Date; or

(d) two (2) equal installments, one of which shall be issuable as soon as practicable after the fifth anniversary of the Termination Date and the other of which shall be issuable as soon as practicable after the tenth anniversary of the Termination Date, as provided below.

If the former Director has elected to receive the Shares in the manner set forth in (d) above (i.e., in two equal installments), one-half of the Shares credited to the Unit Account as of the Termination Date will be issued to the former Director for each installment plus additional Shares equal to the Units credited to the Unit Account respecting dividends paid on the Common Stock since the prior installment was made (or, in the case of the first installment, since the Termination Date).

SECTION 8. CONVERSION OF UNIT ACCOUNT.

A Director who has a Unit Account may convert all (but not less than all) of the Unit Account into a Deferral Account, provided that such Director delivers notice to AutoZone of such election to convert at least 12 full months prior to the Director's Termination Date. The cash amount to be credited to the Director's Deferral Account upon the conversion shall equal (i) the number of Units credited to his or her Unit Account so converted multiplied by (ii) the Fair Market Value of a Share on the date of the Director's election to convert.

Any election to convert must be made on a form prescribed by AutoZone and filed with its Secretary. The conversion of a Unit Account or a Deferral Account shall be deemed to occur on the date of the Director's election, except that, unless the Board provides otherwise, any portion of a Unit Account granted within six months of the date of election shall be converted to a Deferral Account six months and one day from the date in which the Units representing such portion were credited to the Unit Account.

A Deferral Account shall accrue interest from the effective date of conversion at the Interest Rate, accrued and compounded quarterly.

SECTION 9. DISTRIBUTION OF THE AMOUNTS IN A DEFERRAL ACCOUNT.

Upon the Termination Date for a former Director, such former Director shall be entitled to receive an amount of cash equal to the amount with which the former Director's Deferral Account is credited. Subject to Section 11 hereof, the former Director may elect to receive such cash in any one of the following forms:

(a) a single lump-sum payable as soon as practicable after the Termination Date; or

(b) a single lump-sum payable as soon as practicable after the fifth anniversary of the Termination Date; or

(c) a single lump-sum payable as soon as practicable after the tenth anniversary of the Termination Date; or

(d) two (2) equal installments, one of which shall be payable as soon as practicable after the fifth anniversary of the Termination Date and the other of which shall be payable as soon as practicable after the tenth anniversary of the Termination Date, as provided below.

If the former Director has elected to receive the cash in the manner set forth in (d) above (i.e., in two equal installments), one-half of the amount credited to the Deferral Account as of the Termination Date will be paid in each installment, along with the additional amount credited to the Deferral Amount as interest (at the Interest Rate) since the prior installment was paid (or, in the case of the first installment, since the Termination Date).

SECTION 10. DISTRIBUTION IN THE EVENT OF A DIRECTOR'S DEATH.

Each Director who defers any part of the Fee payable to him or her in any Plan Year may designate one or more beneficiaries of the Director's Unit Account (or, if applicable, the Director's Deferral Account) which may be changed from time to time upon written notice to AutoZone. The designation of a beneficiary must be made by filing with AutoZone's Secretary a form prescribed by AutoZone. If no designation of a beneficiary is made, any deferred benefits under this Plan will be paid to the Director's or former Director's estate. If a Director dies while in office or a former Director dies during the installment payment period, AutoZone will issue the Shares that are issuable (or if applicable, pay the amounts of cash that are payable) to the Director or former Director in the manner set forth in the most recent timely election filed by such Director or former Director, or if no such election has been filed, in a single lump-sum as soon as practicable after the death of the Director or the former Director.

SECTION 11. TIMING OF ELECTION TO RECEIVE DEFERRED BENEFITS IN INSTALLMENTS.

If a Director desires to have his Unit Account and/or Deferral Account distributed in installments as provided in Section 7(d) or Section 9(d) hereof, the election to receive payments in installments must be delivered to the Secretary of AutoZone at least 12 full months prior to the Director's Termination Date. Any such election delivered by the Director within the 12-month period ending on the Director's Termination Date shall be of no force or effect. If a Director has filed more than one timely election, the most recent such election shall govern and all prior elections shall be superseded and shall be of no force or effect.

SECTION 12. HOLDING PERIOD

Notwithstanding anything contained herein, unless the Board provides otherwise, (i) no Shares issued hereunder may be sold, assigned or otherwise transferred until at least six months and one day have elapsed from the date on which such Shares were issued, and (ii) no right or interest of a Director or a former Director in Units credited his or her Unit Account hereunder (including Units credited to such Unit Account respecting dividends paid on the Common Stock) shall be sold, assigned or otherwise transferred until at least six months and one day have elapsed from the date on which such Units were credited to such Unit Account, except by will or in accordance with the laws of decent and distribution.

SECTION 13. HARDSHIP WITHDRAWALS.

Prior to the complete distribution of a Director's Unit Account and/or Deferral Account, such Director may request a withdrawal of any portion of his or her Unit Account or Deferral Account in an amount sufficient to meet a "hardship." For purposes of this Plan, "hardship" shall mean a demonstrated and severe financial hardship resulting from any one or more of the following: (i) sudden or unexpected illness or accident of the Director or of a dependent (as defined in Section 152(a) of the Internal Revenue Code of 1986, as amended) of the Director, (ii) a loss of the Director's property due to casualty, or (iii) any other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the Director's control; in each case only to the extent that the hardship is not relieved (a) through reimbursement or compensation by insurance or otherwise, (b) by liquidation of the Director's assets (to the extent that such liquidation does not itself cause a "hardship"), or (c) by cessation of deferrals under the Plan. The Board, in its sole and absolute discretion, shall determine the existence of a bona fide hardship based on non-discriminatory procedures, taking into account any then applicable rulings or regulations from the Internal Revenue Service. The standards established by the Board for determining the existence of hardship shall be uniformly applied to all Directors who request such a withdrawal and the Board's decision with respect to each such request shall be final.

An approved hardship withdrawal shall be paid to the Director in cash as soon as practicable after the approval. In the event that part or all of the withdrawal is to be made from a Unit Account, a number of Units equal to (i) the amount of the hardship withdrawal required to be made from the Unit Account, divided by (ii) the Fair Market Value of a Share on the date of approval, shall be converted into cash and paid to the Director as provided herein, and the balance of the Unit Account shall be reduced accordingly.

SECTION 14. WITHHOLDING FOR TAXES.

AutoZone will withhold the amount of cash and Shares necessary to satisfy AutoZone's obligation to withhold federal, state, and local income and other taxes on any benefits received by the Director, the former Director or a beneficiary under this Plan

SECTION 15. NO TRANSFER OF RIGHTS UNDER THE PLAN.

A Director or former Director shall not have the right to transfer, grant any security interest in or otherwise encumber rights he or she may have under this Plan, any Deferral Account or any Unit Account maintained for the Director or former Director or any interest therein. No right or interest of a Director or a former Director in a Deferral Account or a Unit Account shall be subject to any forced or involuntary disposition or to any charge, liability, or obligation of the Director or former Director, whether as the direct or indirect result of any action of the Director or former Director or any action taken in any proceeding, including any proceeding under any bankruptcy or other creditors' rights law. Any action attempting to effect any transaction of that type shall be null, void, and without effect.

SECTION 16. UNFUNDED PLAN.

This Plan will be unfunded for federal tax purposes. The Deferral Accounts and the Unit Accounts are entries in the Special Ledger only and are merely a promise to make payments in the future. AutoZone's obligations under this Plan are unsecured, general contractual obligations of AutoZone.

SECTION 17. AMENDMENT AND TERMINATION OF THE PLAN.

The Board may amend or terminate this Plan at any time. An amendment or the termination of this Plan will not adversely affect the right of a Director, former Director, or Beneficiary to receive Shares issuable or cash payable at the effective date of the amendment or termination or any rights that a Director, former Director, or a Beneficiary has in any Deferral Account or Unit Account at the effective date of the amendment or termination. If the Plan is terminated, however, AutoZone may, at its option, accelerate the payment of all deferred and other benefits payable under this Plan.

SECTION 18. GOVERNING LAW.

This Plan shall be administered, interpreted and enforced under the internal laws of the State of Nevada without regard to the conflicts of law rules thereof. AutoZone has the right to interpret this Plan, and any interpretation by AutoZone shall be conclusive as to the meaning of this Plan.

SECTION 19. SHARES SUBJECT TO THE PLAN.

AutoZone shall reserve 70,000 Shares for issuance under the Plan. All Shares issuable under the Plan shall be treasury shares of Common Stock. No Plan participant shall have any of the rights or privileges of a stockholder of the Company in respect to any of the Shares unless and until certificates representing such Shares have been issued by the Company.

SECTION 20. EFFECTIVE DATE.

The effective date of this Plan shall be March 17, 1998. This Plan was last amended and restated effective June 6, 2000.

EXHIBIT 10.11

DEMAND PROMISSORY NOTE

$_________	**Memphis, Tennessee**	**_________, 1999**
Amount	**City, State**	**Date**

FOR VALUE RECEIVED, the Undersigned acknowledges that he is indebted to the Lender in the amount stated herein and promises to pay on demand to the order of AUTOZONE, INC., a Nevada corporation, with its principal place of business at 123 South Front Street, Memphis, Tennessee (the "Lender"), the principal sum of _______________________ ($_____________) together with interest thereon from the date hereof to maturity at an annual interest rate of 6%, compounded annually.

Said principal sum is due on demand, and in the absence of any demand is due five years from the date hereof. All installments, prepayments, and other payments of principal and interest are payable to Lender at 123 South Front Street, Memphis, Tennessee 38103, or at such other place as the Lender or holder may hereafter and from time to time designate in writing. Should the Undersigned cease to be employed by Lender prior to this Note being paid in full, the Undersigned hereby authorizes Lender to apply any and all amounts of his final payroll check, or any other amounts owed by Lender to Undersigned or held by Lender for the benefit of the Undersigned, including, but not limited to, stock options, to be applied to this indebtedness.

This Note may be prepaid, in whole or in part, without penalty at anytime. At maturity, or upon demand or default or failure to pay any installment of principal and interest required herein, the entire balance shall be immediately due and payable. Any remedy of Lender or holder upon default of the Undersigned shall be cumulative and not exclusive and choice of remedy shall be at the sole election of Lender or holder. The Undersigned agrees to pay all costs of collection, including reasonable attorney's fees, whether or not any suit, civil action, or other proceeding at law or in equity, is commenced. The Undersigned waives demand, presentment for payment, protest and notice of protest and nonpayment of this Note and expressly agrees to remain bound for the payment of principal, interest and other sums provided for by the terms of this Note, notwithstanding any extension or extensions of the time of, or for the payment of, said principal. No delay or omission on the part of the Lender or holder in exercising any rights shall operate as a waiver of such right. This Note shall be governed by the laws of the State of Tennessee, and each party hereto agrees to venue and jurisdiction in the federal and state courts located in Shelby County, Tennessee.

Executed on________________.

UNDERSIGNED:

____

Printed Name: ____________________

____
Social Security Number

WITNESS:

____
Printed Name

____
Signature

SCHEDULE I

Name of Officer	Date of Promissory Note	Amount of Promissory Note
John C. Adams, Jr.	March 2, 2000	$ 57,000.00
Robert D. Olsen	May 24, 2000	$ 270,500.00
Michael E. Longo	October 12 ,2000	$ 146,965.00

EXHIBIT 21.1

SUBSIDIARIES OF THE REGISTRANT

Name	**State or Country of Organization or Incorporation**	**Name under which subsidiary is doing business other than its own**
ADAP, Inc.	Nevada	AutoZone
ALLDATA LLC	Nevada	
AutoZone de Mexico, S. de R.L. de C.V.	Mexico	
AutoZone Development Corporation	Nevada	
AutoZone Florida, L.P.	Delaware	
AutoZone Stores, Inc.	Nevada	
AutoZone Texas, L.P.	Delaware	
AutoZone.com, Inc.	Nevada	
Chief Auto Parts Inc.	Delaware	AutoZone
Speedbar, Inc.	Nevada	
TruckPro, Inc.	Nevada	

In addition, one subsidiary operating in the United States and five subsidiaries operating outside of the United States have been omitted as they would not, considered in the aggregate as a single subsidiary, constitute a significant subsidiary as defined by Rule 1-02(w) of Regulation S-X.

Exhibit 23.1

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in this Annual report (Form 10-K) of AutoZone, Inc. of our report dated September 19, 2000, included in the 2000 Annual Report to Stockholders of AutoZone, Inc.

Our audits also included the financial statement schedule of AutoZone, Inc. listed in Item 14(a). This schedule is the responsibility of the Company's management. Our responsibility is to express an opinion based on our audits. In our opinion, the financial statement schedule referred to above, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also consent to the incorporation by reference in the Registration Statement (Form S-8 No. 333-42797) pertaining to the Amended and Restated AutoZone, Inc. Employee Stock Purchase Plan, the Registration Statement (Form S-8 and S-3 No. 33-41618) pertaining to the AutoZone, Inc. Amended and Restated Stock Option Plan, the Registration Statement (Form S-8 No. 333-88245) pertaining to the AutoZone, Inc. Second Amended and Restated 1996 Stock Option Plan, the Registration Statement (Form S-8 No. 333-88241) pertaining to the AutoZone, Inc. Second Amended and Restated Director Compensation Plan, the Registration Statement (Form S-8 No. 333-88243) pertaining to the AutoZone, Inc. Second Amended and Restated 1998 Director Stock Option Plan and the Registration Statement (Form S-3 No. 333-58565), of our report dated September 19, 2000, with respect to the consolidated financial statements and schedule of AutoZone, Inc. included or incorporated by reference in this Annual Report (Form 10-K) for the year ended August 26, 2000.

/s/ Ernst & Young LLP

Memphis, Tennessee

October 25, 2000