
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

**December 12, 2012
(December 11, 2012)**

**Date of Report
(Date of earliest event reported)**

AUTOZONE, INC.

(Exact name of registrant as specified in its charter)

Nevada
**(State or other jurisdiction of
incorporation or organization)**

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

62-1482048
**(IRS 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

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:

- Written communications 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)
 - Precommencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Precommencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Amendment of Executive Deferred Compensation Plan. On December 11, 2012, the Compensation Committee of the Board of Directors (the “Compensation Committee”) of AutoZone, Inc. (the “Company” or “AutoZone”) approved the Third Amendment to the AutoZone, Inc. Executive Deferred Compensation Plan (“Deferred Compensation Plan”). The Third Amendment is attached as Exhibit 10.1 to this Form 8-K and incorporated by reference herein.

The Third Amendment permits future compensation deferral elections up to 25% of base salary for a year and up to 75% of the amount of a bonus payable with respect to the year. Subject to the overall 75% limit on bonus deferrals, bonus deferral elections may also provide for (i) deferral of a percentage of the amount of the bonus that exceeds a specified dollar amount, or (ii) deferral of a percentage of the amount of the bonus in excess of the participant’s target bonus amount for the year. With respect to compensation deferrals for future years (i.e., beginning with plan year 2013 deferrals), an election for installment payments will be limited to a maximum of a five (5) year installment payment period.

The Third Amendment also added certain cashout rules, including a discretionary cashout (as determined by the Administrative Committee) of balances that do not exceed the annual pre-tax contribution limit applicable to 401(k) plans, which applies with respect to all Plan benefits that are subject to Code Section 409A; and mandatory cashouts that apply only with respect to account balances attributable to 2013 and later plan years’ deferrals and contributions. Under these Plan terms, installment distributions would be accelerated and cashed out as follows: (i) accounts less than \$25,000 payable at the end of a deferral period; (ii) accounts less than \$50,000 payable upon retirement; and (iii) accounts less than \$100,000 at a participant’s death.

Item 5.07. Submission of Matters to a Vote of Security Holders.

- (a) AutoZone’s Annual Meeting of Stockholders was held on December 12, 2012.
- (b) The stockholders took the following actions at the annual meeting:

Proposal 1: The stockholders elected eight directors, each of whom will hold office until the Annual Meeting of Stockholders to be held in 2013 and until his or her successor is duly elected and qualified. Each director received more votes cast “for” than votes cast “against” his or her election. The tabulation of votes with respect to each nominee for director was as follows:

Nominee	Votes For	Votes Against	Abstentions	Broker Non-Votes
Sue E. Gove	31,127,670	134,103	29,790	1,291,848
Earl G. Graves, Jr.	30,942,121	319,154	30,288	1,291,848
Enderson Guimaraes	31,213,504	48,279	29,780	1,291,848
J. R. Hyde, III	31,080,158	182,525	28,880	1,291,848
W. Andrew McKenna	30,973,805	287,103	30,655	1,291,848
George R. Mrkonic, Jr.	30,924,211	337,493	29,859	1,291,848
Luis P. Nieto	31,128,318	133,318	29,927	1,291,848
William C. Rhodes, III	30,543,852	714,667	33,044	1,291,848

Proposal 2: The Audit Committee's designation of Ernst & Young LLP as AutoZone's independent registered public accounting firm for the fiscal year ending August 31, 2013 was ratified by the stockholders. The tabulation of votes on this matter was as follows:

32,223,443 votes for
324,339 votes against
35,629 abstentions

There were no broker non-votes for this item.

Proposal 3: The compensation of AutoZone's named executive officers was approved, on an advisory basis, by stockholders. The tabulation of votes on this matter was as follows:

30,771,980 votes for
479,375 votes against
40,143 abstentions
1,291,913 broker non-votes

Item 9.01. Financial Statements and Exhibits.

The following exhibits are filed with this Current Report pursuant to Item 5.02:

(d) Exhibits

10.1 Third Amendment to the AutoZone, Inc. Executive Deferred Compensation Plan.

SIGNATURES

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

AUTOZONE, INC.

By: /s/ Harry L. Goldsmith

Harry L. Goldsmith

Executive Vice President, General Counsel and Secretary

Dated: December 12, 2012

EXHIBIT INDEX

10.1 Third Amendment to the AutoZone, Inc. Executive Deferred Compensation Plan.

**THIRD AMENDMENT
TO THE
AUTOZONE, INC. EXECUTIVE DEFERRED COMPENSATION PLAN**

WHEREAS, AutoZone, Inc. (the “Company”) maintains the AutoZone, Inc. Executive Deferred Compensation Plan, as amended and restated effective as of January 1, 2003, and amended on June 10, 2008, and further amended on December 13, 2011 (the “Plan”); and

WHEREAS, the Company desires to amend the Plan: (i) to increase the maximum amounts of Base Salary and Bonus Compensation that may be deferred under the Plan in future Plan Years, (ii) to change the distribution options that may be selected for amounts attributable to future Plan Years’ deferrals and contributions, (iii) to provide mandatory lump sum payment for benefit amounts below specified levels with respect to amounts attributable to future Plan Years’ deferrals and contributions, and (iv) to provide that the Administrative Committee may, in its discretion, accelerate distribution and cashout Non-Grandfathered Benefits of Participants with small Plan benefit amounts, as permitted under Code Section 409A; and

WHEREAS, the Administrative Committee has the authority to amend the Plan pursuant to Section 11.4 of the Plan.

NOW, THEREFORE, the Plan is hereby amended, effective as of the date indicated below, as follows:

1.

The following sentence shall be added at the end of Section 1.3:

The Company intends that no amount credited or accrued under the Plan be included in a Participant’s or Beneficiary’s income as a result of Code Section 409A, and the Plan shall be interpreted and administered in accordance with the applicable requirements of Code Section 409A.

2.

Section 4.1 shall be deleted in its entirety and replaced with the following:

4.1 Deferrals by Participants.

A Participant may file an Executive Deferred Compensation Agreement pursuant to which such Participant elects to make Base Salary Deferrals and/or Bonus Deferrals with respect to Compensation earned during a Plan Year.

(a) A Participant’s Executive Deferred Compensation Agreement for a Plan Year must be submitted to the Company within the time period prescribed by the Administrative Committee, and in any event before the first day of such Plan Year. If a Participant initially becomes an eligible employee (determined in accordance with Code Section 409A) and does not make an initial Base Salary Deferral or Bonus Deferral election within such time period, the Participant may file an Executive Deferred Compensation Agreement making a prospective Base Salary Deferral election (but not a Bonus Deferral election) either before or within 30 days after the date on which his participation becomes effective. A Participant may modify his Executive Deferred Compensation Agreement for a Plan Year at any time prior to the applicable deadline specified in this subsection, subject to any restrictions or procedures determined by the Administrative Committee.

(b) For each Plan Year, a Participant may elect to defer up to twenty-five percent (25%) of his Base Salary as a Base Salary Deferral and up to seventy-five percent (75%) of his Bonus Compensation as a Bonus Deferral. Subject to such limitation, a Bonus Deferral election may provide for deferral of a portion of a Participant's Bonus Compensation for a Plan Year described as a percentage of such Bonus Compensation only to the extent that such Bonus Compensation exceeds either: (i) a specified dollar amount of the Participant's Bonus Compensation, or (ii) the target amount of his Bonus Compensation for such Plan Year. Notwithstanding the foregoing, any Participant election shall be further subject to any maximum or minimum percentage or dollar amount limitations and to any other rules prescribed by the Administrative Committee in its sole discretion.

(c) Base Salary Deferrals and Bonus Deferrals will be credited to the Account of each Participant as of the day of the month in which such Compensation otherwise would have been paid to the Participant in cash, provided that the Participant is an Employee on the payment date.

3.

Section 8.3(a) shall be deleted and replaced with the following:

(a) In the event of distribution after the expiration of the Deferral Period, (i) for amounts in an Account attributable to Base Salary Deferrals and Bonus Deferrals, and matching credits pursuant to Section 4.2, with respect to Plan Years commencing prior to January 1, 2013, distribution may be made in a lump sum or in installment payments for a period not to exceed fifteen (15) years, and (ii) for amounts in an Account attributable to Base Salary Deferrals and Bonus Deferrals, and matching credits pursuant to Section 4.2, with respect to Plan Years commencing on or after January 1, 2013, distribution may be made in a lump sum or in installment payments for a period not to exceed five (5) years;

4.

A new Section 8.9 shall be added at the end of Article VIII, to read as follows:

8.9 Limited Cashouts.

(a) Except as provided in subsection (d) below, if at any time a Participant's Non-Grandfathered Benefit does not exceed the applicable dollar amount under Code Section 402(g)(1)(B), the Administrative Committee may elect, in its sole discretion, to pay the Participant's entire Non-Grandfathered Benefit in an immediate single-sum payment; provided that such lump sum payment must result in the termination and liquidation of the entirety of the Participant's interest under the Plan attributable to his Non-Grandfathered Benefit, as well as the Participant's interest in all plans, agreements, methods, programs, or other arrangements with respect to which deferrals of compensation are treated as having been deferred under a single nonqualified deferred compensation plan under Treas. Reg. §1.409A-1(c)(2) and the total amount so paid under the Plan and the Participant's entire interest in any and all such other plans is not greater than the applicable dollar amount under Code Section 402(g)(1)(B).

(b) Any exercise of the Administrative Committee's discretion pursuant to subsection (a) shall be evidenced in writing no later than the date of the distribution.

(c) Notwithstanding anything in a Participant's Executive Deferred Compensation Agreement to the contrary, with respect to amounts in a Participant's Account attributable to Base Salary Deferrals and Bonus Deferrals, and matching credits pursuant to Section 4.2, with respect to Plan Years commencing on or after January 1, 2013, (i) if such amount in the Participant's Account is less than \$25,000 at the end of a Deferral Period, other than a Deferral Period which the Participant elected to end on his Retirement Date, when distribution in installments would otherwise commence, (ii) if such amount in the Participant's Account is less than \$50,000 at the end of a Deferral Period which a Participant elected to end on his Retirement Date, when distribution in installments would otherwise commence, or (iii) if such amount in the Participant's Account is less than \$100,000 at the time of the Participant's death, when distribution in installments would otherwise continue, such amounts instead shall be distributed in a single lump sum payment when such installments otherwise would have commenced or continued.

(d) Notwithstanding the foregoing, to the extent provided by Code Section 409A, with respect to a Participant who is a Specified Executive on the date of his Termination of Employment, no payment under this Section made on account of such Participant's Termination of Employment shall be made within 6 months after the date of the Participant's Termination of Employment.

All capitalized terms used in this Third Amendment shall have the meanings set forth in the Plan unless otherwise indicated herein.

This Third Amendment shall be and hereby is incorporated in and forms a part of the Plan. Except as expressly provided herein, all terms and conditions of the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the Administrative Committee has caused this Third Amendment to be executed by two duly authorized officers of the Company as of the day of , 2012.

AutoZone, Inc.

By: _____
Michael A. Womack
Senior Vice President, Human Resources

By: _____
Harry L. Goldsmith
Executive Vice President, General Counsel and Secretary