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09-364-0002

SHORT FORM LEASE

RETURNED

APR 04 2016

THIS SHORT FORM LEASE (the "Short Form Lease") is made as of the 26th day of January, 2016, by and between **Wyndom Square, LLC, a Utah limited liability company** ("Landlord"), and **AutoZone Parts, Inc., a Nevada corporation** [resulting entity after conversion from AutoZone Parts LLC, a Nevada limited liability company] ("Tenant"), transferee of AutoZone Investment Corporation, a Nevada corporation, assignee of AutoZone Development LLC, a Nevada limited liability company [surviving entity after merger with AutoZone Development Corporation, a Nevada corporation].

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and for other good and valuable consideration paid and to be paid by Tenant to Landlord, Landlord does hereby demise and lease unto Tenant, and Tenant does hereby lease and take from Landlord upon the terms and conditions and subject to the limitations more particularly set forth in that certain Shopping Center Lease (the "Lease") dated as of the date hereof by and between Landlord and Tenant to which Lease reference is hereby made for all the terms and conditions thereof, which terms and conditions are made a part hereof as fully and particularly as if set out verbatim herein, the premises (the "Demised Premises") situated in the City of Layton, County of Davis, State of Utah, consisting of a 6786 square foot premises, together, rights of access as provided herein, and more particularly described in **Exhibit "A"** and shown on **Exhibit "B"**. The Demised Premises is a part of the Entire Premises which is more fully described herein.

1. TO HAVE AND TO HOLD the Demised Premises unto Tenant for a term of Ten (10) years, commencing as provided in the Lease, and ending on the last day of the month following Ten (10) years after the Commencement Date (as defined in the Lease), unless sooner terminated, extended or modified as provided therein.

2. In the Lease, Landlord has granted to Tenant certain rights to renewal options which are exercisable by Tenant as provided in the Lease.

3. The Lease contains, among other things, the following provisions:

(a) Landlord grants Tenant the right to merchandise any products normally sold in Tenant's other auto parts, supply and accessories stores without restriction.

(b) Tenant may use the Demised Premises for a retail auto parts, supplies and accessories store only.

(c) Landlord agrees for itself, its successors and assigns, its officers, directors, and shareholders (holding more than ten percent (10%) of its stock), its parent, affiliated and subsidiary corporations or other entity and any partner or other party affiliated with it, that none of the foregoing shall use, suffer, permit or consent to the use or occupancy of any part of the Entire

Premises except for the Demised Premises as an auto parts store or for the sale of automobile parts, supplies and/or accessories as long as the Lease is in effect. Notwithstanding the foregoing, the above restriction shall no longer be enforced in the event that:

1) Tenant is in default of the Lease; and 2) Tenant has been closed for more than One Hundred Eighty (180) days, except if closure is due to acts of God, fire, natural disaster, condemnation, construction, renovation, or due to the fault of Landlord.

This restriction shall not apply to any business whose principal business is a drug-store and/or pharmacy, grocery store, department store, variety store, hardware store, home improvement store or any other seller of a broad mix of general merchandise that sells auto (or similar) parts as an incidental part of its general merchandise business.

Landlord shall not use or permit the use of any part of the Entire Premises for any of the following: manufacturing or industrial uses; offices, either private or government (including, but not limited to, any type of medical office, clinic or facility); residential use; flea markets or similar businesses; adult entertainment; commercial indoor amusements; schools of any type; churches; libraries; car rentals or sales; parking vehicles offered for lease or sale in the parking areas of the Entire Premises; restaurants; nightclubs; cocktail lounges; meeting halls; taverns; entertainment facilities; undertaking establishments; bingo games, casinos or off-track betting agencies; pawn and gun shops; post offices or postal facilities; gymnasiums, spas, tanning facilities, dance studios or health clubs; family planning clinics; theaters, either motion picture or live; bowling alleys; skating rinks of any type; or call centers.

(d) The Common Areas shall contain a Parking Area as shown on Exhibit "B". Landlord shall not use or permit the Common Areas to be used for carnivals or other businesses, temporarily or permanently.

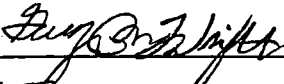
(e) Landlord grants to Tenant easements of access across the Common Area (as defined in the Lease) of the Entire Premises as provided in the Lease.

4. Landlord has agreed with Tenant that any mortgage placed on the Demised Premises or to be placed on the Demised Premises shall provide for non-disturbance of Tenant in the event of foreclosure, provided Tenant shall not default in the performance of its obligations under the Lease beyond applicable cure periods. Tenant has agreed that it will attorn to the mortgagee in possession or the purchaser at or in lieu of foreclosure provided its possession shall not be disturbed.

IN TESTIMONY WHEREOF, the above named Landlord and the above named Tenant have caused this instrument to be executed on the day and year set forth above.

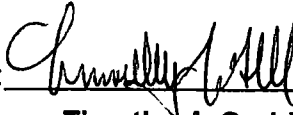
LANDLORD:


**Wyndom Square, LLC,
A Utah limited liability company**

By: 
Its: Manager



TENANT:

**AutoZone Parts, Inc., a
Nevada corporation**

By: 
Its: Timothy J. Goddard
Vice President

By: 
Its: RAYMOND A. POHLMAN
Vice President, Government
& Community Relations

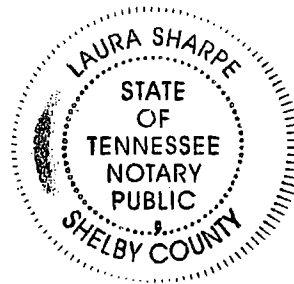
Approved for Execution

STATE OF TENNESSEE)
) SS.
COUNTY OF SHELBY)

On this 1st day of ~~January~~ ^{February} in the year 2016, before me Laura Sharpe, Notary Public, personally appeared Timothy J. Goddard and Raymond A. Pohlman, known or identified to me to be the Vice President and Vice President of AutoZone Parts, Inc., a Nevada corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

Laura Sharpe
Notary Public, State of Tennessee



My Commission Expires: 4-27-2010

State of Utah)

County of Davis) §

On this day of February 4, in the year 2016, before me, Julie B. Boyle
a notary public, personally appeared, Gary M. Wright proved on the basis
of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument,
and acknowledged (he/she/they) executed the same. Witness my hand and official seal.

Julie B. Boyle
NOTARY PUBLIC

SEAL

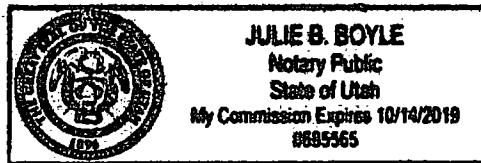


EXHIBIT "A"

LEGAL DESCRIPTIONS

Demised Premises:

The Parcel of land labeled as "Demised Premises", Exhibit "B", annexed hereto upon which is located a store building which is approximately 64.8 feet by 104.6 feet, and an overall area of 6,786 sq. ft., all being a part of Entire Premises hereinafter described.

Entire Premises:

The land referred to in this report is situated in the County of Davis, State of UT, and is described as follows:

PARCEL 1:

LOT 2, WYNDOM SQUARE COMMERCIAL SUBDIVISION PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

PARCEL 2:

EASEMENTS FOR ROADWAYS, WALKWAYS, INGRESS AND EGRESS, PARKING OF MOTOR VEHICLES, LOADING AND UNLOADING OF COMMERCIAL AND OTHER VEHICLES AND THE USE OF FACILITIES INSTALLED FOR THE COMFORT AND CONVENIENCE OF CUSTOMERS, INVITEES, LICENSEES, TENANTS AND EMPLOYEES OF ALL BUSINESSES AND OCCUPANTS AS CREATED BY THAT CERTAIN DOCUMENT ENTITLED EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND ("ECR") RECORDED JUNE 24, 2003 AS ENTRY NO. 1881919 IN BOOK 3318 AT PAGE 1906 OF OFFICIAL RECORDS.

PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS AS CREATED BY THAT CERTAIN INGRESS AND EGRESS EASEMENT RECORDED FEBRUARY 12, 2008 AS ENTRY NO. 2341910 IN BOOK 4471 AT PAGE 666 OF OFFICIAL RECORDS.

PARCEL 4:

AN EASEMENT FOR REASONABLE ACCESS, INGRESS AND EGRESS AS CREATED BY THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT RECORDED FEBRUARY 20, 2008 AS ENTRY NO. 2342765 IN BOOK 4473 AT PAGE 1453 OF OFFICIAL RECORDS.

Said property is also known by the street address of:
1240 East Highway 193, Layton, UT 84040

EXHIBIT "B"

East Highway 193

