

## NON-DISTURBANCE AND ATTORNMENT AGREEMENT

**THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT** (the "Agreement") is made as of October 23, 2003, by and among **1st Community Bank** ("Lender"), **A-Z Holdings, LLC, an Arkansas Limited Liability Company** ("Landlord") and **AutoZone, Inc., a Nevada corporation** ("Tenant").

**WHEREAS**, Lender is the holder of a certain promissory note secured by a deed of trust or mortgage recorded September 23, 2003 at 1:50 P.M. in the Desoto County, Mississippi, Chancery Court records, at Book 1830, Page 685 in the original principal amount of six hundred fifty thousand dollars (\$650,000.00) in the property described herein (together with all future advances, modifications, extensions, amendments and renewals thereof, collectively, the "Mortgage"); and

**WHEREAS**, Tenant is the Tenant under that certain Lease Agreement (together with all amendments, extensions and modifications thereof, collectively, the "Lease") dated as of May 9, 2003, with Landlord, pertaining to certain real property more fully described in **Exhibit "A"**, attached hereto and incorporated herein by reference, and the improvements thereto (the "Premises") as shown on **Exhibit "B"** to the Lease.

**NOW, THEREFORE**, in consideration of the agreements, promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All capitalized terms which are used but not otherwise defined herein shall have the same meanings ascribed to them in the Lease. All terms of the Lease are hereby incorporated herein by reference.

2. Tenant's agreement is upon and subject to the express conditions that:

a. So long as Tenant continues to pay the Rent as provided for in the Lease and otherwise complies with all the terms and provisions thereof, Lender shall not disturb the rights of possession of Tenant in and to the premises as set forth in the Lease or any other premises as set forth in the Lease, notwithstanding any foreclosure or proceedings in lieu thereof affecting the premises and whether or not Tenant is made a party thereto; and

b. If all or any part of the premises is damaged or destroyed by casualty or by the exercise of any right of eminent domain, the proceeds of any insurance or condemnation award relating thereto shall be made available for the purpose of repair or restoration thereof as provided for in the Lease; and

c. Upon passing of title to the premises or any part thereof to the Lender or to any other party in any foreclosure or proceedings in lieu thereof, the party acquiring such title shall thereupon during the period of such party's ownership, by virtue of such acquisition of title and continued ownership and without the execution of any further instruments or documents be deemed to be Landlord for all purposes of the Lease during the period of such ownership and be deemed to have assumed the full and complete performance of all the obligations of Landlord as set forth in the Lease which accrue during the period of such ownership; and

d. If Lender shall take possession to the premises, without acquiring title thereto, but in such a manner as to be entitled to receive rents therefrom, Lender shall, in addition, be deemed to have assumed all the obligations of Landlord set forth in the Lease accruing during such period of possession.

3. Lender, by its acceptance of this Agreement, agrees that in the event Lender or any other party takes possession of the premises as note-holder-in-possession, by foreclosure of the Deed of Trust or Mortgage, or by acquisition of title in lieu of foreclosure, Lender or such other party shall not affect or disturb Tenant's right to possession of the premises or Tenant's other rights under the Lease in the exercise of Lender's or such other party's rights so long as Tenant is not then in default under any of the terms, covenants, or conditions of the Lease beyond the curative periods applicable thereto as provided in the Lease. In the event that Lender or any other party succeeds to the interest of Landlord under the Lease by foreclosure or by acquisition of title to the premises in lieu of foreclosure, or any other action taken under the Deed of Trust or Mortgage by Lender, or in the event that Lender or any other party exercises the rights granted to it by any assignment, Tenant hereby agrees to be bound to Lender or such other party under all of the terms, covenants and conditions of the Lease; and, Tenant agrees that it shall attorn to, and be liable to and recognize Lender or such other party as Tenant's new landlord for the balance of the term of the Lease upon and subject to all the terms and conditions thereof, and the Lease and the rights of Tenant thereunder shall continue in full force and effect as a direct lease between Tenant and Lender or such other party upon all the terms, covenants, and agreements set out in the Lease, and Tenant shall thereafter make the rental payments set out in the Lease as instructed by written notice of Lender or such other party, forwarded to Tenant by certified mail, return receipt requested or registered mail, postage prepaid, at least ten (10) days prior to the date when the next payment of Rent or other sum payable under the Lease is due. Such attornment shall be

effective and self-operative without the execution of any further instrument by Lender or such other party and Tenant immediately upon the succession by Lender or such other party to the interest of Landlord under the Lease, and the respective rights and obligations of Tenant and Lender or such other party upon such attornment, to the extent of the then remaining balance of the term of the Lease and any extension of renewal permitted thereby, shall be and are the same as are now set forth in the Lease or as it may have been modified with Lender's consent.

This Agreement shall be binding on and inure to the benefit of Tenant, Lender and their respective successors and assigns.

Landlord joins in this Agreement for the purpose of consenting to the provisions hereof and agrees to be bound hereby.

**IN WITNESS WHEREOF**, Tenant, Landlord and Lender have caused this Agreement to be executed as of first date stated above.

**LANDLORD:**  
A-Z Holdings, LLC,  
an Arkansas Limited Liability Company

By: [Signature]

Its: Managing Member

**TENANT:**  
AutoZone Inc.,  
a Nevada corporation

By: [Signature]

By: [Signature]

Approved for Execution

SCC      [Signature]

**LENDER:**  
1st Community Bank

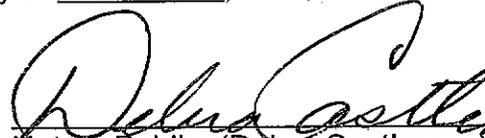
By: [Signature]

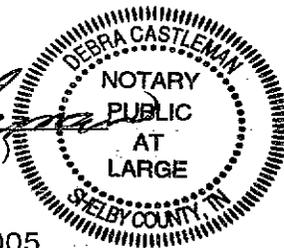
Its: SR. Vice President

STATE OF TENNESSEE )  
 ) SS:  
COUNTY OF SHELBY )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24<sup>th</sup> day of October 24, 2003, 2003, within my jurisdiction, the within named Wm. David Gilmore and Robert Olsen, who acknowledged that they are the Vice President and Senior Vice President of AutoZone, Inc., a Nevada corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by corporation so to do.

Given under my hand this the 24<sup>th</sup> day of October, A.D., 2003.

  
Notary Public (Debra Castleman)

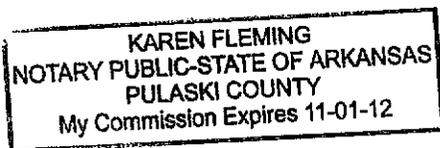


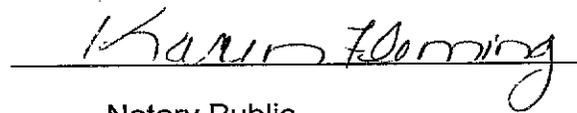
My Commission Expires: 5-17-2005

STATE OF ARKANSAS )  
 ) SS:  
COUNTY OF Pulaski )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27<sup>th</sup> day of October, 2003, within my jurisdiction, the within named Kevin Nuchingson, who acknowledged that they are the Managing Member of A-Z Holdings, LLC, an Arkansas Limited Liability Company, and that for and on behalf of the said A-Z Holdings, LLC, Limited Liability Company, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by Limited Liability Company so to do.

Given under my hand this the 27<sup>th</sup> day of October, A.D., 2003.



  
Notary Public

My Commission Expires:

11-1-12

STATE OF Arkansas )  
 ) SS:  
 COUNTY OF Poinsett )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7<sup>th</sup> day of November, 2003, within my jurisdiction, the within named Glenda Frangenberg, who acknowledged that ~~they~~ <sup>she is</sup> are the Sr Vice President of First Community Bank a Arkansas Banking Institute, and that for and on behalf of the said 1<sup>st</sup> Community Bank, Banking Institute, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by a Banking Institute so to do.

Given under my hand this the 7<sup>th</sup> day of November, A.D., 2003.



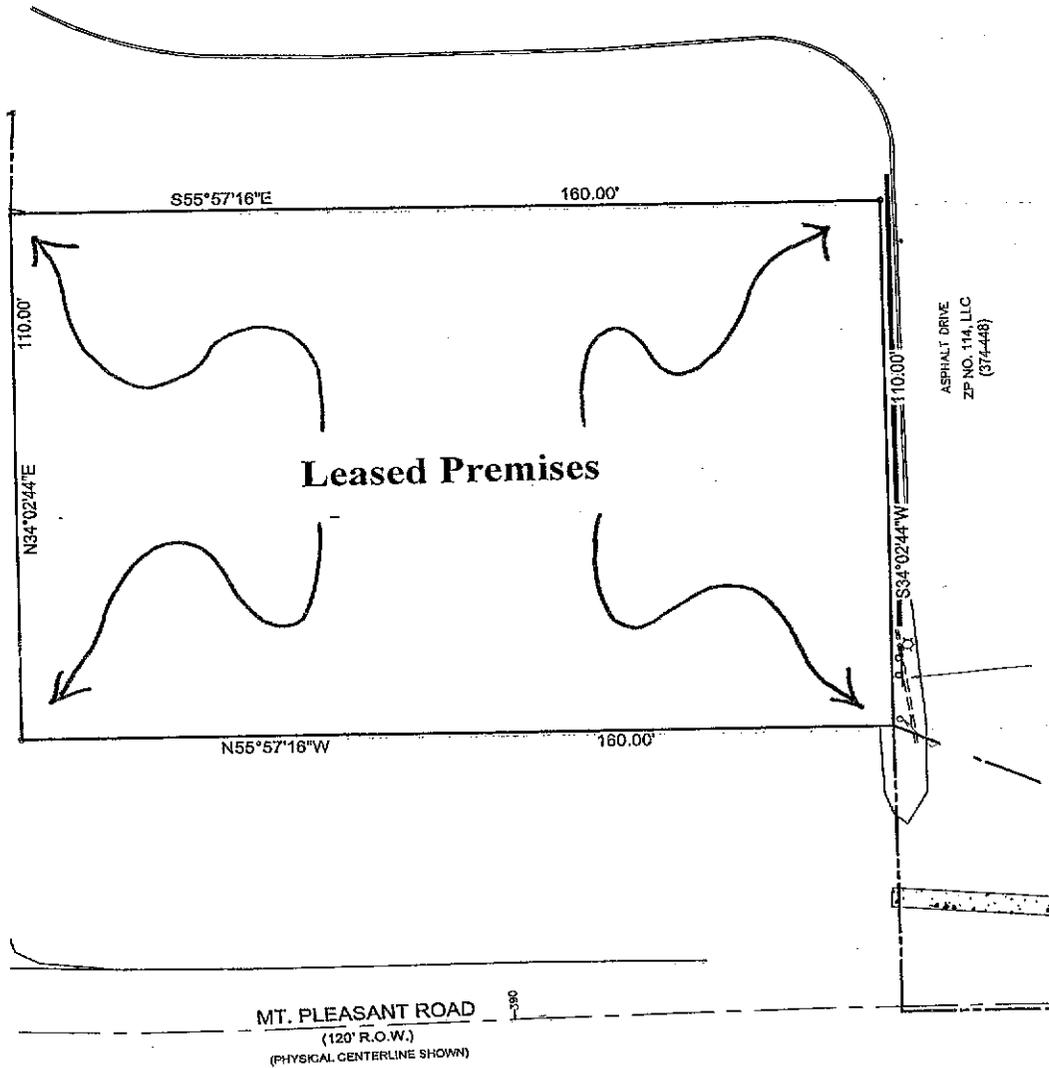
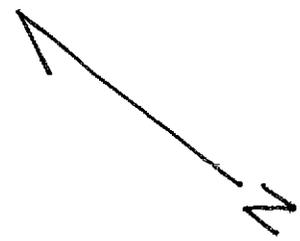
Pamela G. Pugh  
 Notary Public

My Commission Expires: 8-7-10

**Exhibit "A"****PROPERTY DESCRIPTION**

Commencing at a concrete right of way monument (found) at the intersection of the north line of East Commerce Street (Ms. Hwy 304)(120' R/W) and the east line of Mt. Pleasant Street (60' centerline to east line), said point being 3,470 feet west of the east line of Section 18, Township 3 South, Range 7 West in DeSoto County, MS, thence northwestwardly with the east line of Mt. Pleasant Street and with a curve to the right having a radius of 249.40 feet an arc distance of 269.88 feet to the true POINT OF BEGINNING; thence N55°57'16"W, and with said east line, a distance of 160.00 feet to an Iron pin (found); thence N34°02'44"E, and with the east line of the Kenny Suh property (337-458) a distance of 110.00 feet to an iron pin (found); thence S55°57'16"E, and with the south line of the Kroger Center (Plat Book 72, Page 41)(D.C.C.O.), a distance of 160.00 feet to an iron pin (set); thence S34°02'44"W, and with the west line of the ZP No. 114 LLC property (374-448) a distance of 110.00 feet to the POINT OF BEGINNING and containing 17,600 square feet or 0.404 acres.

Exhibit "B"



ps  
ps  
STATE MS. - DESOTO CO.  
FILED  
Nov 14 2 33 PM '03

BK 100 PG 677  
J.E. DAVIS CH. CLK.