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ASSIGNMENT AND ASSUMPTION OF LEASE

Date: August 26, 2010

Assignor: A-Z HOLDINGS, LLC

Assignor's Mailing Address:

Prepared By:

A-Z HOLDINGS, LLC
400 West Capitol, Suite 1200
Little Rock, AR 72201
501-370-1543

Assignee: LOUIS A. ARRIGHI & BARBARA A. ARRIGHI

Assignee's Mailing Address:

20 Summit Lane
Novato, CA 94945

FOR VALUABLE CONSIDERATION RECEIVED, Assignor hereby sells, assigns and transfers to Assignee, its successors and/or assigns, all of Assignor's right, title and interest in and to all of that certain Lease Agreement by and between Assignor, (the "Landlord") and AutoZone Mississippi Properties, Inc., as successor and assignee of AutoZone, Inc., a Nevada corporation (the "Tenant"), dated July 9, 2003 (the "Lease"). Assignee hereby accepts this assignment and assumes all liabilities and obligations of Assignor under the Lease for 3770 Goodman Road, Horn Lake, DeSoto County, Mississippi, the same being more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"). A true and correct copy of the Lease is attached as Exhibit B.

Assignee agrees to keep, perform and fulfill all the terms, covenants, conditions and obligations required to be kept by Assignor which are to be performed or which become due on or after the Effective Date (defined below) of this Assignment. This Assignment is executed and delivered as part of the sale and conveyance of the Property to Assignee. Assignee agrees to assume and perform the obligations of Assignor under the Lease from and after the Effective Date and Assignor shall perform and be responsible for all obligations under the Lease arising before, or attributable to periods before the Effective Date.

ASSIGNOR SHALL INDEMNIFY, PAY, PROTECT, DEFEND AND HOLD ASSIGNEE HARMLESS FROM ANY CLAIM, LIABILITY, COST OR EXPENSE (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) ARISING OUT OF ANY OBLIGATION OR LIABILITY OF ASSIGNOR AS LANDLORD UNDER THE LEASE OCCURRING PRIOR TO THE CLOSING DATE.

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ASSIGNEE SHALL INDEMNIFY, PAY, PROTECT, DEFEND AND HOLD ASSIGNOR HARMLESS FROM ANY CLAIM, LIABILITY, COST OR EXPENSE (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) ARISING OUT OF ANY OBLIGATION OR LIABILITY OF ASSIGNEE AS LANDLORD UNDER THE LEASE OCCURRING FROM AND AFTER THE CLOSING DATE.

This Assignment shall be binding and inure to the benefit to the parties hereto, their successors-in-interest and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective August 26, 2010 (the "Effective Date").

ASSIGNOR:

A-Z HOLDINGS, LLC,
an Arkansas limited liability company

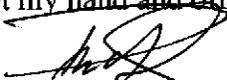
By: 
Kevin Huchingson, Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF PULASKI)

On this the 26 day of August, 2010, before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Kevin Huchingson, to me personally well known who stated that he was the Manager of **A-Z HOLDINGS, LLC**, and was duly authorized in his respective capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires:
10-1-2012

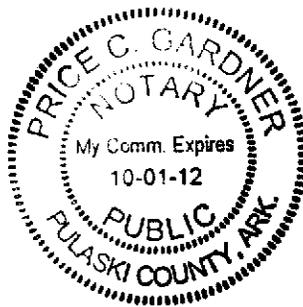


EXHIBIT A

Legal Description

Lot 12, Bailey Station PUD, in Section 28, Township 1 South, Range 8 West, DeSoto County, Mississippi as per Plat thereof recorded in Plat Book 77, Page 41, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

ALONG WITH AN EASEMENT FOR THE PURPOSE OF INGRESS/EGRESS DESCRIBED AS FOLLOWS:

A tract of land being located in the East half of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 28, Township 1 South, Range 8 West of the Chickasaw Meridian, City of Horn Lake, DeSoto County, Mississippi and being more particularly described as follows:

Beginning at the Northwest Corner of Lot 12 and the Southwest Corner of Lot 11 Bailey Station PUD (Plat Book 77, Page 41), said corner being a ½" iron pipe (found) in the east right of way line of Burlington Boulevard (60 foot right of way); thence, along said right of way line, North 00 degrees 03 minutes 47 seconds West, a distance of 21.37 feet to a point; thence a curve to the left with the following attributes; a delta angle of 34 degrees 05 minutes 19 seconds, a radius of 19.50 feet, an arc length of 11.60 feet, a chord bearing of South 72 degrees 57 minutes 21 seconds East, and a chord length of 11.43 feet to a point; thence North 90 degrees 00 minutes 00 seconds East, a distance of 24.45 feet to a point; thence a curve to the right with the following attributes: a Delta angle of 82 degrees 52 minutes 49 seconds, a radius of 20.50 feet, an arc length of 29.65 feet, a chord bearing of South 48 degrees 33 minutes.36 seconds East, and a chord length of 27.14 to a point in the North line of Lot 12 Bailey Station PUD (Plat Book 77, Page 41); thence along said North line South 89 degrees 56 minutes 13 seconds West a distance of 55.70 feet to the Point of Beginning.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into as of the Date of Lease specified on the Lease Cover Page attached hereto and made a part hereof, by and between the Landlord and Tenant specified on the Lease Cover Page. The Effective Date of this Lease shall be the date that Tenant receives one (1) fully-executed original of this Lease from Landlord. This Agreement shall become effective as of the Effective Date, upon the execution by each of the parties of at least one counterpart hereof, and it shall not be necessary that any single counterpart bear the signatures of all parties. Execution and delivery of this Agreement by exchange of facsimile copies bearing the facsimile signature of a party shall constitute a valid and binding execution and delivery of this Agreement by such party.

WITNESSETH: ARTICLE I GRANT AND TERM

1.01 Leased Premises

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant rents from Landlord the Leased Premises as described on the Lease Cover Page.

1.02 Access Easement Landlord understands and agrees that Tenant's obligations under this Lease are conditioned upon Landlord obtaining (in a form reasonably acceptable to Tenant) a recorded access easement benefiting the Leased Premises and burdening the property west of the Leased Premises and shown labeled as "Burdened Property" on Exhibit "B". The access easement shall allow for the ingress and egress of vehicular traffic across the Burdened Property and to and from the Leased Premises and Park Center Blvd and the Albertson's Shopping Center. Landlord and Tenant hereby agree that in the event Landlord does not acquire such access easement in a form reasonably acceptable to Tenant within sixty (60) days after the Effective Date, Tenant or Landlord may, without liability to the other, terminate this Lease by providing written notice of such termination.

1.03 Commencement and Ending Date of Term

This Lease is for a term beginning on the Commencement Date set forth in Section 24.04 and ending on the Termination Date set forth on the Lease Cover Page unless sooner terminated as hereinafter provided.

The Commencement Date (unless determined by reason of Tenant's opening for business) and the Termination Date shall be extended by one (1) day for each day by which Landlord so fails to deliver possession.

1.04 Lease Year Defined

The term "Lease Year" as used herein shall mean a period of twelve (12) consecutive full calendar months, provided that the first Lease Year shall begin on the Commencement Date and end on the last day of the twelfth full calendar month thereafter. Each succeeding Lease Year shall commence upon the anniversary date of the First Lease Year.

1.05 Excuse of Performance

Anything in this Agreement to the contrary notwithstanding, providing such cause is not due to the willful act or neglect of that party, neither Landlord nor Tenant shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, Governmental regulations or controls, inability to obtain any material or service through act of God or other cause beyond the control of that party. Notwithstanding the foregoing, Tenant shall nevertheless have an absolute right to terminate this Lease as provided for in Section 24.01 and Section 24.05.

**ARTICLE II
MINIMUM RENT**

2.01 Minimum Rent

There is hereby reserved to Landlord during the term of this Lease the Minimum Rent set forth on the Lease Cover Page, to be payable to Landlord in equal monthly installments as set forth on the Lease Cover Page (prorated as to partial months) on or before the first day of each month in advance at the Landlord's Address for Rent and Notices set forth on the Lease Cover Page or to such other recipient or place as shall be designated by Landlord, from time to time, without any prior demand therefore and without any deduction or offset whatsoever, except as specifically provided for herein. Rent for the period of time from the Commencement Date to the first day of the next calendar month shall be paid on the Commencement Date. Tenant also shall pay to Landlord or those persons designated to receive the same those charges enumerated in Sections 2.03, 3.01, 3.02, and 3.03 hereof and all other charges payable pursuant to this Lease as additional rent (herein sometimes referred to as "Additional Rent"). Such Minimum Rent and Additional Rent are hereinafter sometimes referred to collectively as "Rental".

2.02 Past Due Rental

If the Tenant shall fail to pay within ten (10) days after receipt of written notice from Landlord, any Rental including any amounts or charges of the character described in Sections 2.01, 2.02, 2.03, 3.01, 3.02, and 3.03 hereof which has already become due and payable, then such unpaid amounts shall bear interest from the due date thereof to the day of payment at the rate of eighteen percent (18%) per annum or the highest amount permitted by law, whichever is less. In addition, Tenant shall pay Landlord a late payment charge equal to the greater of One Hundred Dollars (\$100.00) or four percent (4%) of the amount due (which has already become due and payable) if such payment is not paid on or before ten (10) days after receipt of written notice from Landlord. Notwithstanding the foregoing, Landlord shall not be required to provide Tenant with more than one (1) written notice (referred to above with respect to the above past due amounts/interest) for more than one (1) time in any calendar year, and in such event (after the first written notice in any calendar year), the above past due fees and/or interest shall automatically be assessed in the event any monthly Rent payment which is due and owing is not received by Landlord by the 10th day of each month; provided that and notwithstanding the above, Landlord shall still be required to send any notices of default to Tenant pursuant to the terms of this Lease.

2.03 Tax on Rent

Tenant shall pay in addition to any Minimum Rent and Additional Rent any sales, gross receipts and excise tax or similar tax assessed on or measured by such Rental. Nothing contained herein shall require Tenant to pay any corporation, franchise, income, estate, gift and inheritance taxes or other similar taxes, charges or impositions which may be levied or assessed against the general income of Landlord, any fee owner or their respective successors in title.

**ARTICLE III
TAXES, INSURANCE & COMMON AREA MAINTENANCE**

3.01 Taxes

As Additional Rent, Tenant shall, prior to delinquency, pay all real estate and personal property taxes assessed solely against the Leased Premises during the Term. If the Leased Premises are assessed as part of a larger parcel, Landlord shall pay all taxes on the larger tax parcel prior to delinquency, and Tenant shall reimburse Landlord for Tenant's equitable share of such taxes within thirty (30) days of receipt of billing therefore together with copies of the paid tax receipts and a copy of the tax map showing the tax parcel in which Leased Premises is included. Tenant's said equitable share shall include all taxes due based upon the assessed value of the improvements to the Leased Premises, and an equitable percentage of the taxes due based on the value of the land included in the larger parcel, Tenant's said equitable percentage of land value being determined by dividing the area of the Leased Premises by the area of the larger parcel. Landlord and Tenant shall cooperate in reasonable attempts to have the Leased Premises assessed as a separate tax parcel, at Landlord's cost.

For the calendar years in which this Lease commences and terminates, Tenant's liability for any Taxes for such years shall be subject to a pro-rata adjustment based on the number of days of said calendar years during which the term of this Lease is in effect. For purposes of determining Taxes due from Tenant, Landlord may use the calendar year in which the Taxes are payable to the governmental authority rather than the tax year to which the payments are applicable.

3.02 Insurance

Landlord shall, during the entire Term and any extension period hereof, keep in full force and effect an insurance policy of fire, property damage and extended coverage of all risks on the Leased Premises with the limits of property damage, fire and extended coverage of all risks not being less than an amount equal to eighty percent (80%) of the full replacement value of the improvements located on the Leased Premises. The policy shall name Landlord, and Tenant, as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Tenant thirty (30) days prior written notice. Upon fifteen (15) days written request from Tenant, Landlord shall provide to Tenant proof of the insurance required herein.

Tenant shall within thirty (30) days after receipt of an annual billing from Landlord, supported by Landlord's invoices, reimburse Landlord, as Additional Rent, for the cost of premiums for fire insurance. Tenant shall at all times during the entire Term be solely responsible for insuring, or self-insuring, to the level it deems appropriate, its contents and merchandise.

For the years in which this Lease commences and terminates, Tenant's liability for any insurance for such years shall be subject to a pro rata adjustment based upon the number of days during which the term of this Lease is in effect.

**ARTICLE IV
CONSTRUCTION, ALTERATION, RELOCATION AND FINANCING OF
IMPROVEMENTS AND ADDITIONS THERETO**

4.01 Landlord's Work

Landlord shall, at its own cost and expense, construct on the Leased Premises for Tenant's use and occupancy all items of work enumerated in Exhibit "C" attached hereto and made a part hereof, the Final Approved Plans (as defined herein) and in compliance with the provisions of this Lease.

4.02 Tenant's Work

Tenant may, at its own cost and expense, construct on the Leased Premises all items of work enumerated in Exhibit "D" attached hereto and made a part hereof (except that Tenant shall reimburse Landlord for the costs set forth in Exhibit "D"). Tenant shall install and maintain fire extinguishers and other fire protection devices, except for fire sprinkler systems, which shall be Landlord's obligations, as may be required from time to time by any agency having jurisdiction thereof and the insurance underwriters insuring the Leased Premises.

Tenant covenants and agrees that it will not make or permit any structural alterations, or non-structural alterations (of value in excess of \$10,000.00 per occurrence except that Tenant shall have the right to alter its signage, fixtures, merchandise and to maintain the Leased Premises in accordance with this Lease without the consent of Landlord) to the improvements located on the Leased Premises, except by and with the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. All alterations and other improvements made by Tenant shall be made in a good and workmanlike manner in accordance with all applicable laws, shall become the immediate property of Landlord (except as otherwise provided below) and shall remain for the benefit of Landlord unless otherwise provided in said written consent above mentioned; and Tenant further agrees in the event of making such alterations as herein provided, fully and promptly to pay for same and to indemnify and save Landlord harmless from and against any loss cost, expense or lien in connection therewith. In the event any such alterations are removed by Tenant (without hereby implying the Landlord's consent to such removal), Tenant shall, at its sole cost and expense, repair any damage to the improvements located on the Leased Premises occasioned by such removal. Tenant shall not install any telecommunication devices without prior written approval of Landlord (which shall not be unreasonably withheld, delayed or conditioned) covering the following: (1) Where device is located; (2) How such device can be directed; and, (3) Protection or interference with others; and, size and weight of such device. In addition, Tenant will assume all costs and responsibility for installation and maintenance of the said telecommunication equipment which shall include removal of equipment and restoration of the roof and roof membrane if damaged by Tenant's equipment upon removal to its original condition, normal wear and tear excepted.

Tenant may install in the building located on the Premises such fixtures (trade or otherwise) and equipment as Tenant deems necessary, advisable or proper, and all of said items shall remain Tenant's property whether or not affixed or attached thereto. Tenant may remove said fixtures and equipment from the Premises at any time; provided, however, that such removal does not damage the Premises which is not (or cannot be) repaired by Tenant. Landlord shall not mortgage, pledge or encumber said fixtures, equipment or improvements. In no event shall

Landlord have any liens, rights or claims in Tenant's fixtures or equipment. Tenant shall, on or before the expiration of this Lease, repair any damage to the Leased Premises caused by Tenant's removal of any such fixtures or equipment.

4.03 Mechanics Liens

Tenant shall promptly remove and discharge, at its cost and expense, all mechanic's liens, or other liens, for labor performed or materials furnished with respect to the Leased Premises by or for Tenant. If, because of any act or omission (or alleged act or omission) of Tenant, any mechanic's or other lien, charge or order for the payment of money or other encumbrance shall be filed against Landlord and/or any ground or underlying lessor and/or any portion of the Leased Premises (whether or not such lien, charge, order or encumbrance is valid or enforceable as such) resulting from Tenant's activities, Tenant, shall at its own cost and expense, cause the same to be discharged of record or bonded within ten (10) days after Tenant's receipt of written notice of the filing thereof; and Tenant shall indemnify and save harmless Landlord, all ground and underlying lessors and all mortgagees against and from all cost, liabilities, suits, penalties, claims and demands, including reasonable counsel fees resulting therefrom. In the event Tenant fails to comply with the foregoing provisions of this Section, in addition to any other remedy Landlord may have under this Lease by reason of such default by Tenant, Landlord shall have the option of discharging or bonding any such lien, charge, order or encumbrance, by payment or otherwise, and Tenant agrees to reimburse Landlord immediately upon written demand (together with supporting documentation) for all costs, expenses and other sums of money in connection therewith (as Additional Rent) with interest at the rate of eighteen percent (18%) per annum, or the highest amount permitted by law, whichever is less.

ARTICLE V CONDUCT OF BUSINESS BY TENANT

5.01 Use of Premises

Tenant may use the Leased Premises for any lawful purpose. Notwithstanding anything contained herein to the contrary, Tenant may discontinue the operation of Tenant's business at any time or from time to time during the Term but shall remain liable for the performance of the terms and conditions of this Lease, including, but not limited to, Tenant's obligation to maintain the interior of the Leased Premises as described in Section 9.02. Subject to this Lease, Tenant may merchandise any product normally sold in Tenant's other auto parts, supply and accessory stores.

ARTICLE VI PROTECTIVE COVENANT

6.01 Auto Parts Restriction

In order to induce Tenant to enter into this Lease, 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 during the Term of this Lease, none of the foregoing shall use, suffer, permit or consent to the use or occupancy of any property within a two (2) mile radius of the Leased Premises as an auto parts store or for the sale of automobile parts, supplies and/or accessories.

**ARTICLE VII
INTENTIONALLY OMITTED**

**ARTICLE VIII
SIGNS, AWNINGS AND CANOPIES**

8.01 Signs, Awnings and Canopies

Tenant may erect signs, advertising Tenant's business, on the Leased Premises. Such signs shall conform to and meet all requirements of state, county and local authorities. Tenant may paint on the interior and exterior of the building located on the Leased Premises signs identifying same as Tenant's store. Landlord shall provide adequate structural support on the building located on the Leased Premises for Tenant's sign.

**ARTICLE IX
CONDITION AND MAINTENANCE OF LEASED PREMISES, SURRENDER**

9.01 Condition of Leased Premises

Intentionally omitted.

9.02 Maintenance By Tenant

Subject to Landlord's obligations under this Lease, Tenant shall make and pay for all ordinary, non-structural repairs to the interior of the building located on the Leased Premises. Subject to Landlord's obligations under this Lease, Tenant shall, at all times, keep the interior of the building located on the Leased Premises (including maintenance of exterior doors, all glass, show window moldings and frames, delivery doors and loading docks) and all partitions, doors, fixtures and equipment located on the interior of the building located on the Leased Premises (including lighting, electrical, and heating and air conditioning systems as provided for in Section 9.07), plumbing fixtures and equipment and plumbing systems in good order, condition and repair (including reasonable periodic painting), less reasonable wear and tear and damage by casualty, condemnation and Landlord excepted. Subject to Landlord's obligations under this Lease, Tenant further agrees to keep the inside and outside of all glass in doors and windows of the building located on the Leased Premises cleaned; to replace promptly at its own expense with glass of like kind and quality any plate glass or window glass of the building located on the Leased Premises which may become cracked or broken; not to permit accumulations of garbage, trash, rubbish, litter and other refuse on the Leased Premises, to remove the same at Tenant's own expense, and to keep such refuse in proper containers until called for it to be removed; to keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Leased Premises; not to cause or permit objectionable odors to emanate or to be dispelled from the Leased Premises; and to conduct any business within the Leased Premises in all respects in a dignified manner in accordance with high standards of store operation. In addition, Tenant shall be responsible for the following cost and expenses: the cost of operating, maintaining, repairing and replacing any signage; snow and ice removal; lighting, sweeping, patching and striping (not to include resurfacing, repaving or replacing) of the sidewalks, fences, curbs and parking area; maintenance of the gardening and landscaping; trash, rubbish, garbage, pest control (but not for damage due to termites), and other refuse removal; painting of the building exterior, if necessary; annual inspection

of the fire sprinkler system; and customary preventive maintenance building inspections. In the event Tenant fails to perform its duties as aforesaid, beyond the applicable notice and cure period, Landlord may enter upon the Leased Premises and have all rubbish, dirt, trash and garbage removed and the sidewalks, show windows and signs cleaned and maintained, in which event Tenant shall pay all reasonable charges actually incurred by Landlord therefore plus an administrative charge equal to twenty percent (20%) of such charges.

9.03 Snow and Ice

Landlord shall not be responsible for the removal of snow and ice from the parking areas and driveways of the Leased Premises.

9.04 Landlord's Maintenance and Repairs

(A) Subject to the provisions of Articles XVI and XVII hereof, and except for repair, maintenance or replacement necessitated as a result of the act of Tenant, its employees, agents, or persons making deliveries to the Leased Premises (which repair, maintenance or replacements are not insured by insurance policies carried (or required to be carried hereunder) by Landlord), which maintenance or replacement (but not any replacements of the building) shall be the responsibility of Tenant, Landlord covenants and agrees to maintain in good order, condition, replacement and repair (a) the foundation and structural elements, roof and exterior building improvements (other than doors, door frames, door checks and operators, windows, plate glass and showcases) of the Leased Premises; (b) the conduits providing utility services for gas, electricity and water up to the demising walls of the building located on the Leased Premises; (c) the main sewer line servicing the Leased Premises, and pipes, ducts, conduits, wires and structural elements beneath the Leased Premises, gutters, downspouts, parking lot, curbs and sidewalks; (d) the utility lines servicing the Leased Premises, up to the demising walls of the building located on the Leased Premises, to the extent not maintained by public utility companies; (e) repaving, resurfacing and replacing of the sidewalks, fences, curbs and parking area; and (f) the electrical, plumbing and sewer systems and other mechanical installations and facilities installed in the building and not located inside the demising walls of the building located on the Leased Premises. Landlord shall also make and pay for all other repairs necessitated by (i) Landlord's failure to make any repairs required of it hereunder or (ii) defective workmanship or materials in the original construction of the Leased Premises or of any other improvements to the Leased Premises erected by Landlord for Tenant. Landlord specifically agrees to repair any and all damage caused by settling, expansion or contraction of the building and/or the land underneath the building, parking or common areas.

(B) If Tenant is deprived of the use of any portion of the Leased Premises for a period of more than three (3) business days during the making of any repairs or improvements by Landlord under any provisions of this Lease, then all Rent and other sums payable hereunder shall be reduced on a monthly pro rata basis based upon such period as Tenant is deprived of such use.

9.05 Roof

Other than for HVAC repairs to be made by Tenant, its agents, employees, licensees or contractors shall not enter upon the roof of the building located on the Leased Premises without Landlord's prior written consent. Any damage caused to the roof arising out of the entry by or on behalf of Tenant, even if such entry shall be made with consent, shall be the responsibility of Tenant.

9.06 Surrender of Premises

With regards to alterations to the Leased Premises done by Tenant and subject to Section 4.02 herein, upon surrendering possession of the Leased Premises to Landlord at the expiration of the tenancy hereby created, Tenant shall not be required to restore the same to the condition existing at the Commencement Date, regarding alterations to the Leased Premises done by Tenant, and Landlord agrees to accept the Leased Premises with all alterations and improvements made by Tenant. Barring the exception delineated in the foregoing sentence, Tenant shall surrender the Leased Premises (including lighting, heating and air conditioning systems except as provided in Section 9.07) in the same condition as upon delivery of possession thereto under this Lease and as thereafter improved, reasonable wear and tear excepted, and damage by casualty, condemnation and Landlord excepted, and shall surrender all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Leased Premises.

9.07 HVAC

Tenant shall make and pay for any and all necessary repairs to the heating and air conditioning system servicing the building located on the Leased Premises. Notwithstanding the foregoing, in the event that the cost of any repairs to any heating and air conditioning system unit servicing the Leased Premises exceeds One Thousand Five Hundred Dollars (\$1,500.00) during any calendar year Tenant shall not be responsible for such repairs exceeding that amount. In such event, Landlord shall be obligated for the cost of all repairs exceeding One Thousand Five Hundred Dollars (\$1,500.00) per unit during any calendar year. In addition, Landlord shall at Landlord's sole cost and expense, if ever necessary, be obligated to replace the heating and air conditioning system servicing the Leased Premises. The obligation of Landlord shall not include any unnecessary upgrades requested by Tenant. Tenant shall, at Tenant's sole cost expense, be responsible for changing any and all HVAC filters at a minimum of once quarterly. In addition, Tenant shall have all HVAC units serviced on an annual basis. In the event that repairs or replacement of the HVAC is required of Landlord, Tenant shall furnish proof of such preventive maintenance prior to Landlord's obligation to complete the repairs or replacement.

**ARTICLE X
INSURANCE AND INDEMNITY**

10.01 Liability Insurance

Tenant shall, during the entire term hereof, keep in full force and effect a policy of commercial general liability insurance with respect to the Leased Premises, and the business operated by Tenant and any subtenants, concessionaires and licensees of Tenant in the Leased Premises in which the limits of public liability shall be not less than One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) per accident and in which the property damage liability shall not be less than Three Hundred Thousand Dollars (\$300,000.00). The policies shall name Tenant as insured and Landlord, any person, firms or corporations designated by Landlord as additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) days prior written notice. The policy may be in the form of a general coverage or floater policy covering the Leased Premises and other premises.

10.02 Mutual Waiver of Subrogation

Landlord and Tenant hereby release each other from any and all liability to the other or any one claiming through or under it by way of subrogation or otherwise, for any loss or damage to property covered by the fire or extended coverage insurance policies carried (or required to be carried hereunder) by Landlord and Tenant, respectively, even if such damage shall have been caused by the fault or negligence of the other party, or anyone claiming through or under it.

10.03 Indemnification

Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability, suits and expense in connection with the loss of life, personal injury and damage to property arising from or out of any occurrence in, upon, or at the Leased Premises, or the occupancy or use by Tenant of the Leased Premises or any part hereof, which are occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees, or concessionaires or the sale of merchandise by Tenant in, on or from the Leased Premises or by the occupancy or use by Tenant of the Leased Premises or any part hereof or the conduct by Tenant of its business therein, thereon and therefrom. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant with respect to any of the foregoing matters, then Tenant shall protect and hold Landlord harmless and shall pay expenses and reasonable attorneys' fees incurred or paid by Landlord in the enforcing of the above covenant and agreement.

Landlord will indemnify Tenant and save it harmless from and against any and all claims, actions, damages, liability, suits and expense in connection with the loss of life, personal injury and damage to property arising from or out of any occurrence in, upon, or at the Leased Premises, occasioned wholly or in part by any act or omission of Landlord, its agents, contractors, employees, servants, lessees, or concessionaires. In case Tenant shall, without fault on its part, be made a party to any litigation commenced by or against Landlord with respect to any of the foregoing matters, then Landlord shall protect and hold Tenant harmless and shall pay expenses and reasonable attorneys' fees incurred or paid by Tenant in the enforcing of the above covenant and agreement.

**ARTICLE XI
UTILITIES**

11.01 Utility Charges

Tenant shall be solely responsible for and promptly pay all charges for heat, water, sewer, waste disposal, gas, oil, electricity or any other utility used or consumed by Tenant in the Leased Premises. In no event shall Landlord be liable for an interruption or failure in the supply of, or for the quantity or quality of, any of such utilities to the Leased Premises, unless such interruption or failure can be prevented or restored by Landlord.

**ARTICLE XII
TITLE, SUBORDINATION, AND ESTOPPEL CERTIFICATE**

12.01 Title

(A) Landlord hereby covenants, represents and warrants to Tenant that Landlord shall have on or before the date Tenant is required to ship OFI Items (as defined hereunder) as provided for in Section 24.01 below fee simple title to the Leased Premises and has the full right and lawful authority to make this Lease; that the Leased Premises are free and clear of and from all liens, security interest, restrictions, leases and encumbrances of any and every kind and nature whatsoever which will prevent Tenant's operation of an automobile parts, supply and accessories store (which does not offer on-site installation or mechanic services except incidental services normally offered to customers in Tenant's other stores (the "Incidental Services")) or any department thereof in the Leased Premises and that there are no laws, ordinances, governmental rules, regulations, title restrictions, zoning or any other matters whatsoever which will prevent Tenant's operation of an automobile parts, supply and accessories store (which does not offer on-site installation or mechanic services, except for the Incidental Services)) or any department thereof in the Leased Premises. Landlord covenants that so long as Tenant is not in default hereunder beyond the applicable notice and cure periods, Tenant shall have quiet and peaceful possession and enjoyment of the Leased Premises and of all rights and appurtenances thereunto belonging. Landlord and Tenant hereby agree that in the event Landlord does not acquire fee simple title to the Leased Premises by the date set forth in Section 24.05(a), Landlord may, without liability to Tenant, terminate this Lease by providing written notice of such termination to Tenant by such date.

(B) Concurrently with the execution of this Lease, Landlord and Tenant shall execute a short form lease (the "Short Form Lease") in such form as attached hereto as Exhibit "F", to be recorded after Landlord completes the acquisition of the Leased Premises. After the Commencement Date, Landlord and Tenant shall execute an amended short form lease (the "Amended Short Form Lease"), in such form as approved by Tenant and Landlord, which sets forth the actual Commencement Date of this Lease (if different from the previously recorded Short Form Lease).

(C) Upon written request by Tenant, Landlord agrees to furnish proof satisfactory to Tenant that Landlord's title at the time of recording said Short Form Lease was in accordance with the foregoing covenants. If the status of Landlord's title prevents Tenant's operation of an automobile parts, supply and accessories store (which does not offer on-site installation or mechanic services, except for the Incidental Services) or any department thereof in the Leased Premises, then Tenant may terminate this Lease without liability to Landlord by furnishing written notice to Landlord. Landlord shall also furnish to Tenant an agreement in form reasonably satisfactory to Tenant, executed by any mortgagee or holder of any lien on the Leased Premises recorded prior to the recording of the Short Form Lease subordinating each such mortgage or lien affecting the Leased Premises, unless Landlord and such mortgagee or the holder of such lien executes and delivers to Tenant duly acknowledged triplicate counterparts of a "Non-Disturbance and Attornment Agreement" in a form approved by Tenant (or in the form of Exhibit "E"). If Landlord fails to furnish the proof of title above required after written notice from Tenant, the subordination agreement(s) or the Non-Disturbance and Attornment Agreement(s) above required, then Tenant may terminate this Lease without liability to Landlord at any time on or before ninety (90) days after the recording of the Short Form Lease. Such termination shall be rescinded in the event that Landlord furnishes the proof of title above required and the subordination agreement(s) or the Non-Disturbance and Attornment Agreement(s) above required by the end of such ninety (90) day period. Wherever reference is made to a mortgage or mortgagee in this Lease, such reference shall be deemed to include, without limitation, a deed of trust or the holder of a deed of trust.

(D) It is recognized and understood that presently Landlord does not have fee simple title to the Leased Premises, but has equitable title to the Leased Premises under that certain purchase contract (the "Contract") with the current owner of the Leased Premises. It is a condition of this Lease that Landlord shall obtain good, marketable and insurable fee simple title to the Leased Premises from the current owner by the date set forth in Section 24.05(a). Landlord shall provide Tenant evidence of Landlord's fee simple ownership within fifteen (15) days of such ownership and an updated title report.

12.02 Mortgage Subordination

If Landlord so requests, Tenant shall subordinate this Lease to the lien of any present or future mortgagee or any present or future mortgage to a bank, savings and loan association, insurance company, real estate investment trust or similar institution, irrespective of the time of execution or time of recording any such mortgage covering the Leased Premises and any and all renewals, modifications, consolidations, replacements and extensions thereof; provided that, Landlord and such mortgagee execute and deliver to Tenant duly acknowledged triplicate counterparts of a Subordination, Non-Disturbance and Attornment Agreement in a form acceptable to Landlord, mortgagee and Tenant and similar to the form attached hereto as Exhibit "E".

12.03 Estoppel Certificates

Landlord and Tenant shall, from time to time upon ten (10) days request by the other, execute, acknowledge and deliver a statement, dated currently, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full effect as modified, and identifying such modifications) and the dates to which the Rent has been paid, and that no default exists in the observance of this Lease and no event of default has occurred and is continuing, or specifying each such default or event of default of which Landlord or Tenant may have knowledge, it being intended that any such statement may be relied upon by the Landlord's or Tenant's Mortgagees, any prospective purchaser of the interest of Landlord or Tenant in their respective premises described herein, any assignee or sublessee of Tenant, or any Mortgagee or its assigns.

ARTICLE XIII ASSIGNMENT AND SUBLETTING

13.01 Consent Required

Subject to this Lease, Tenant may not sublet the Leased Premises, and may not assign, transfer, sell, Mortgage or pledge its interest under this Lease and its interest in and to any sublease or the rentals payable thereunder without Landlord's prior written consent, not to be unreasonably withheld or delayed.

Notwithstanding the foregoing, without Landlord's consent, subject to this Lease, Tenant may sublet the Leased Premises, and may assign, transfer, sell, Mortgage or pledge its interest under this Lease and its interest in and to any sublease or the rentals payable thereunder to any of the following:

- (A) A subsidiary or affiliate of Tenant.
- (B) A parent company of Tenant.
- (C) Another subsidiary of Tenant's parent company.

(D) Any corporation or company under common control with Tenant's parent company.

(E) Any corporation or company with which Tenant or Tenant's parent company consolidates or pools assets.

(F) Any unrelated third party in order to facilitate the sale or conveyance of ten (10) or more of Tenant's stores in the state of Texas.

No subletting, mortgage, pledge or assignment of this Lease shall impair or diminish any obligations of Tenant hereunder, but rather, Tenant and its assignee will be jointly and severally primarily liable for such payment and performance. Any interest so assigned may be assigned and reassigned in like manner by any assignee thereof, but notwithstanding any act described in this Article, Tenant shall remain primarily liable for the performance of all the terms and conditions of this Lease.

The consent of Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Landlord's consent to an assignment or sublease will not be effective until: a fully executed copy of the instrument of assignment or sublease has been delivered to the Landlord; in the case of an assignment, Landlord has received a written instrument in which assignee has assumed and agreed to perform all Tenant's obligations in this Lease.

ARTICLE XIV WASTE, GOVERNMENTAL REGULATIONS, HAZARDOUS MATERIALS

14.01 Waste or Nuisance

Tenant shall not commit or suffer to be committed any waste upon the Leased Premises.

14.02 Governmental Regulations

Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, relating or pertaining to Tenant's use of the Leased Premises, and shall faithfully observe in the use of the Leased Premises all municipal and county ordinances and state and Federal statutes now in force or which may hereinafter be in force, which relate to Tenant's use of the Leased Premises. Without limiting the generality of the foregoing, Tenant shall comply with and observe all applicable federal, state and local laws, regulations or ordinances pertaining to health and safety, air and water quality, Hazardous Substances (as hereinafter defined), waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and utility availability, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant relating to the use, occupation, maintenance or repair of the Leased Premises by Tenant. Notwithstanding the foregoing, Tenant's Hazardous Substances obligations are set forth in Section 14.03(B).

14.03 Hazardous Substances

(A) As used herein, the term "Hazardous Substances" shall mean, without limitation, any substance that is biologically or chemically active or any hazardous, toxic, or dangerous waste, substance (including, but not limited to, asbestos or petroleum derivative substances), or material defined as such in (or for purposes of) (i) any state, federal, or local environmental laws,

interpretive letters, regulations, decrees or ordinances, (ii) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, (iii) the Resource Conservation and Recovery Act, (iv) any of the so-called state or local "Super Fund", "Super Lien" or "Cleanup Lien" laws or (v) any other federal, state or local statute, law, ordinance, code, rule, interpretive letter, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any such substances or materials or any amendments or successor statutes with respect to any of the foregoing.

(B) Tenant represents and warrants that, except for items commonly sold or utilized in Tenant's other auto parts and supply stores, no Hazardous Substances will be stored on the Leased Premises and that during the Term of this Lease or any Extension Period thereof, no Hazardous Substances will be discharged on the Leased Premises by Tenant. As to items commonly sold or utilized in auto parts and supply stores, Tenant represents and warrants to Landlord that all such items shall be stored in their original containers, and shall be kept, stored and handled in full compliance with all laws, rules, and regulations which govern Hazardous Substances. Tenant agrees that such representations and warranties shall survive any termination of this Lease, and Tenant agrees to indemnify and hold harmless the Landlord from any and all costs, expenses, claims and damages, including, but not limited to, attorney's fees and costs of remediation, arising from Tenant's breach of any of the representations and warranties contained in Article 14, Section 14.03 of this Lease.

(C) Landlord shall indemnify, defend and hold Tenant harmless from and against any and all costs, expenses, and damages, including, but not limited to, attorney's fees and costs of remediation arising out of any claim for loss or damage to property, injuries to or death of persons, any contamination of or adverse effects on the environment or any violation of any environmental or other law caused by or resulting from any hazardous waste on or under the Leased Premises, Hazardous Substance on or under the Leased Premises or any leakage or contamination from underground tanks on or under the Leased Premises and not resulting from Tenant's actions in the Leased Premises. This indemnification precedes, is concurrent with, and survives this Lease.

(D) Furthermore, Landlord represents and warrants to Tenant that Landlord has no knowledge of: (1) the presence of any Hazardous Substances on, under or within the Leased Premises; (2) any spills, releases, discharges or disposals of Hazardous Substances that have occurred or are presently occurring on or onto the Leased Premises; (3) any spills or disposal of Hazardous Substances that have occurred or are occurring adjacent to the Leased Premises as a result of any construction on or operation and use of the adjacent property; (4) any failure to comply with all applicable local, state and federal environmental laws, regulations, ordinances, and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Substances on the Leased Premises or adjacent property; or (5) the presence of any underground storage tanks now or in the past on the Leased Premises.

(E) Tenant may, at its sole cost and expense, order any environmental tests deemed necessary by Tenant. Any and all Hazardous Substances, asbestos, asbestos-containing materials and lead-based paint on or within the Leased Premises at the time of delivery of the Leased Premises to Tenant shall at all times be and remain the sole and exclusive property of Landlord.

(F) If the results of the environmental tests are reasonably unacceptable to Tenant, then Tenant may terminate this Lease without liability to Landlord by furnishing written notice of

termination to Landlord within ten (10) days after receipt of all the environmental tests ordered by Tenant.

**ARTICLE XV
INTENTIONALLY OMITTED**

**ARTICLE XVI
DAMAGE OR DESTRUCTION**

16.01 Damage to Leased Premises

(A) If any of the improvements located on the Leased Premises are damaged or destroyed by fire, the elements, subsidence of sublateral or subjacent support or other casualty, Landlord shall (i) within thirty (30) days begin repairs and (ii) restore the Leased Premises to its condition just prior to the damage, within one hundred fifty (150) days, or Tenant may cancel and terminate this Lease without liability to Landlord.

(B) If Tenant cannot reasonably be open for business during all or any part of the period ("Restoration Period") from the date of such damage or destruction as aforesaid until the date the Leased Premises is redelivered to Tenant in accordance with the terms of this Lease, all Rent or other sums payable hereunder shall abate for such period as Tenant cannot reasonably be open for business without causing default by Tenant. If Tenant is open for business during the Restoration Period, the Rent and other sums payable hereunder shall abate in proportion to the usable space; provided, however, that if Landlord does not proceed diligently with restoration of the Leased Premises, all Rent and other sums payable hereunder shall abate without causing default by Tenant.

(C) If any such damage or destruction shall occur within the last three (3) years of the Term, or any Extension Period, affecting more than fifty percent (50%) of the replacement value of the Leased Premises, either party may terminate this Lease without liability to the other by notice to the other party within thirty (30) days after the date of such damage or destruction. If Landlord terminates this Lease as provided above, Tenant may, within thirty (30) days after receipt of notice thereof, extend the Term or Extension Period to run for five (5) years from the date of restoration and redelivery of the Leased Premises to Tenant, whereupon Landlord's termination shall be void, and Landlord shall restore the Leased Premises in accordance with the terms of this Article XVI; provided that, Tenant shall not have the right to void a termination by Landlord during the last Extension Period. If this Lease is terminated as provided in this Article XVI, both parties shall be relieved of any further liabilities hereunder except for obligations accrued at the date of such damage or destruction, and any sums prepaid by Tenant shall be apportioned and appropriately refunded to Tenant.

16.02 Prepaid Rent

If this Lease is terminated by reason of damage or destruction, Landlord shall refund all prepaid rent.

**ARTICLE XVII
EMINENT DOMAIN**

17.01 Taking

If, as a result of the taking by way of appropriation or right of eminent domain (a "Taking") of any part of the Leased Premises or Tenant's use of the Leased Premises for the conduct of its business therein is adversely impaired, Tenant may terminate this Lease as set forth below, in which event the parties shall be relieved of all obligations accruing after the date of termination. Upon Landlord's receipt of notice of the commencement of proceeding for any such Taking, Landlord shall promptly so notify Tenant, and Tenant shall have thirty (30) days from the receipt of such notice to elect to so terminate the Lease, such termination to be effective as of the date that possession shall be obtained by the appropriating authority pursuant to such Taking. Tenant's use of the Leased Premises for the conduct of its business shall be deemed to be adversely impaired if (a) any part of the building improvements are taken (b) more than five (5) of the parking stalls located in the Parking Area is taken, or (c) direct access to Park Center Boulevard and/or the Albertson's Shopping Center from the Leased Premises is blocked.

17.02 Award

All compensation awarded for any Taking, whether for the whole or a portion of the Leased Premises, shall be the sole property of Landlord, whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or the diminution in the value of, or loss of, the fee in the premises, or otherwise, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any of such compensation; provided, however, that Landlord shall not be entitled to any portion of any award made by the condemning authority directly to Tenant for loss of business or depreciation of and cost for removal of property and fixtures. So long as Landlord's proceeds are not reduced thereby, Tenant reserves unto itself the right to prosecute Tenant's claim for an award for damages for the termination of this Lease caused by such appropriation or taking, together with damages based on the value of Tenant's improvements and Tenant's fixtures and other personal property erected or installed on the Leased Premises and damages Tenant may sustain to the interest in the business operated by Tenant on the Leased Premises, including, but not limited to, goodwill, patronage, and the removal, relocation, and replacement costs and expenses caused by such appropriation or taking, and Tenant may file such claims as are permitted by law for the loss of its leasehold interest, business dislocation damages, moving expense, or other damages caused by such taking or appropriation.

ARTICLE XVIII DEFAULT

18.01 Events of Tenant Default and Remedies

(A) In the event that any installment of Rental shall not be received by Landlord within five (5) days after the same is due and such default continues for a period of fifteen (15) days after Tenant receives written notice from Landlord of such default; then, Landlord shall be entitled, at its election, to exercise concurrently or successively, any one or more or all of the rights and remedies given to Landlord at law or in equity (so long as such does not involve an acceleration of Rental and other sums (or such other similar remedy under law/equity) except as provided in (F) below) and Landlord may terminate this Lease, or without terminating this Lease terminate Tenant's right of possession, and in either event Landlord may re-enter the Premises by summary proceedings or otherwise and dispossess Tenant, or Landlord may bring suit to enjoin any breach or threatened breach of this Lease.

(B) If Tenant shall default in the performance of any of the terms or provisions of this Lease other than the payment of Rental, and if Landlord shall give to the Tenant written notice of such default, and if Tenant shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such a character as to require more than thirty (30) days to cure, then, if Tenant shall fail to commence cure thirty (30) days and thereafter use reasonable diligence in curing such default, Landlord may cure such default for the account of and at the cost and expense of Tenant, and the reasonable sums so expended by Landlord shall be deemed to be Additional Rent and on demand shall be paid by Tenant on the day when Rental shall next become due and payable. Notwithstanding anything contained in this Lease to the contrary in no event, however, shall any default under the terms of this Section 18.01(B) be the basis of a forfeiture of this Lease or otherwise result in the eviction of Tenant or the termination of this Lease.

(C) If this Lease is terminated by Landlord pursuant to paragraph (A) of this Section 18.01, Tenant covenants that (i) the Leased Premises shall then be in the condition required to be performed by Tenant under the applicable provisions of this Lease, and (ii) Tenant shall perform any covenant contained in this Lease for the making of any repair to the Leased Premises or for restoring any part thereof as required of Tenant in this Lease. For the breach of either of the foregoing obligations Landlord shall be entitled to recover and Tenant shall pay forthwith, without notice or other action by Landlord, the then cost of performing such obligation(s).

(D) In the event Landlord obtains possession of the Leased Premises pursuant to this Lease, Landlord may, without being obligated so to do, relet the whole or any portion of the Leased Premises, or the whole or any portion thereof with additional space, for any period equal to, greater than or less than the remainder of the term of this Lease, for any sum (including any rental concessions and rent-free occupancy) which it may deem reasonable, to any tenant which it may deem suitable and satisfactory, and for any use and purpose which it may deem appropriate (except that Tenant's liability shall cease at the expiration of the existing Term). In the event of any reletting, Landlord may apply the rent therefrom first to the payment of Landlord's reasonable and actual expenses, including attorneys' fees, incurred in reletting the Leased Premises by reason of Tenant's default and then to any damages to which Landlord is entitled including without limitation, amounts equal to the rent and all other sums due from Tenant hereunder, Tenant remaining liable for any deficiency.

(E) All rights and remedies granted Landlord in this Lease and any other rights or remedies which Landlord may have at law or in equity (so long as such does not involve an acceleration of Rental and other sums (or such other similar remedy under law/equity) except as provided in (F) below) are hereby declared to be cumulative and not exclusive, and the fact that Landlord may have exercised any remedy without terminating this Lease shall not impair Landlord's rights thereafter to terminate or to exercise any other remedy herein granted or to which it may be otherwise entitled (so long as such does not involve an acceleration of Rental and other sums (or such other similar remedy under law/equity) except as provided in (F) below).

(F) Notwithstanding the above or anything contained herein to the contrary, if Tenant defaults in the payment of Rental or Additional Rent beyond each applicable notice and cure period for more than two (2) times in any twelve (12) month period or for more than two (2) times for the same breach in any twelve (12) month period, Landlord may also recover from Tenant all damages allowed under Texas law in its status as landlord.

18.02 Landlord Default

If Landlord fails to make any repairs or do or complete any work required of it under any of the provisions of this Lease, or if Landlord fails to perform any covenant or agreement in this Lease contained on the part of Landlord to be performed, Tenant, after the continuance of any such failure or default for thirty (30) days after written notice thereof is given by Tenant to Landlord, may elect to cure such defaults on behalf of and at the expense of Landlord and do all necessary work and make all necessary payments in connection therewith. This shall include, without limitation, the payment of any counsel fees, costs and charges of or in connection with any legal or equitable action which may be brought and Tenant may further initiate and pursue such other proceedings at law or in equity as Tenant deems necessary, notwithstanding any other remedy herein provided. In the event of such election by Tenant, Landlord agrees to pay to Tenant any amount so paid by Tenant, and agrees that Tenant may withhold any and all rental payments and other sums due and becoming due after the expiration of the aforesaid notice period to the Landlord pursuant to the provisions of this Lease and may apply the same to the payment of such indebtedness of the Landlord until such indebtedness is fully paid. In addition to the foregoing, Tenant may proceed in equity to enjoin any breach by Landlord or by any other party of any provision of this Lease. Nothing herein contained shall preclude the Tenant from proceeding to collect the amount so paid by it, as aforesaid, without waiting for rental offsets to accrue. If at the expiration of the Term of this Lease, there shall be any sums owing by Landlord to Tenant, this Lease may at the election of Tenant be extended and continued in full force and effect until the last day of the month following the date when the indebtedness of Landlord to Tenant shall have been fully paid. If any alleged default is of such a nature that it cannot be completely remedied or cured within the thirty (30) day period above provided, then, notwithstanding the provisions of this section to the contrary, Tenant shall not have a right to enforce any of the remedies herein set forth if Landlord shall commence curing such default within such thirty (30) day period and shall proceed with reasonable diligence in good faith to complete the curing thereof. Tenant shall also have the immediate right to cure a default of Landlord in an emergency situation.

18.03 Laches

No waiver or any covenant or condition or the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition, nor to justify or authorize the non-observance on any other occasion of the same, or any other covenant or condition hereof, nor shall the acceptance of rent by Landlord at anytime when Tenant is in default beyond the applicable notice and cure period under any covenant or condition hereof be construed as a waiver of such default, nor shall any waiver or indulgence granted by Landlord to Tenant be taken as an estoppel against Landlord. It is expressly understood that if at any time Tenant shall be in default in any of the covenants or conditions hereunder beyond the applicable notice and cure period, an acceptance by Landlord of Rental during the continuance of such default, or of the failure on the part of Landlord promptly to avail itself of such other rights or remedies as Landlord may have, shall not be construed as a waiver of such default; but Landlord may at any time thereafter, if such default continues, take action it deems necessary on account of such default, in the manner provided in this Article XVIII, subject to Section 18.01(B). Every demand for rent due wherever and whenever the performance or observance of any of the other obligations devolving upon Tenant hereunder, shall have the same effect as if made at the time it falls due and at the place of payment and after the service of any notice of commencement of any suit or final judgment therein, Landlord may

receive and collect any rent due, and such collection or receipt shall not operate as a waiver of nor affect such notice, suit or judgment.

18.04 Legal Expenses

If either Landlord or Tenant institutes any action or proceeding against the other party relating to any provision of this Lease or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorney's fees and all costs and disbursements incurred herein by the prevailing party, including without limitation, any such fees, costs and disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as cost taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party.

18.05 Waiver of Jury Trial and Counterclaim

The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises and/or any claim of injury or damage. In the event Landlord commences any proceedings for non-payment of Rental or any other amounts payable hereunder, Tenant shall not interpose any counterclaim of whatever nature or description in any such proceeding except for any counterclaim which otherwise would be barred by law. The foregoing sentence shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant.

**ARTICLE IXX
INTENTIONALLY OMITTED**

**ARTICLE XX
TENANT'S PROPERTY**

20.01 Taxes on Leasehold

Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by Tenant.

20.02 Loss and Damage

Landlord shall not be responsible for any loss of or damage to the property of Tenant or of others located on the Leased Premises whether by theft or from any other similar or dissimilar cause whatsoever, unless such loss or damage is due to Landlord's negligence or intentional acts or negligent or intentional omissions. Without limiting the generality of the foregoing, and except as provided for Article IX or unless such injury or damage is caused due to Landlord's negligence or intentional acts, Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or Landlord shall not be liable for any such damage caused by other tenants or persons in the Leased Premises, occupants of adjacent

property, of the Property, or the public, or caused by operations in constructions of any private, public or quasi-public work. All property of Tenant kept or stored on the Leased Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, unless such damage shall be caused by the negligence or intentional acts or negligent or intentional omissions of Landlord. Tenant acknowledges that Landlord has no obligation to provide security services of any type for the Leased Premises.

20.03 Notice by Tenant

Tenant shall give prompt notice (but in no event no later than the following business days after Tenant is notified of such events) to the Landlord in case of (i) fire or accidents on the Leased Premises, and (ii) any required repairs to the roof or exterior of the building.

**ARTICLE XXI
HOLDING OVER, SUCCESSORS**

21.01 Holding Over

Any holding over after the expiration of the term hereof shall be construed to be a tenancy from month to month at one hundred fifty percent (150%) of the Rental herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as is possible. Landlord or Tenant may terminate any holdover tenancy upon thirty (30) days notice to Tenant or Landlord, as the case may be.

21.02 Successors

All rights, duties and liabilities herein given to, or imposed upon the respective parties hereto, shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by the Landlord in writing as provided in Article XIII hereof, if Landlord's consent is required thereunder.

**ARTICLE XXII
QUIET ENJOYMENT**

22.01 Landlord's Covenant

Landlord covenants and agrees that if Tenant shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment and possession of the Leased Premises and the appurtenances thereto without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, and it is understood and agreed that this covenant and all other covenants of Landlord contained in this Lease shall be binding solely upon Landlord and not any partner or shareholder thereof and its successors in interest only with respect to breach occurring during its and their respective ownership of the Landlord's interest hereunder.

22.02 Landlord's Liability

Notwithstanding anything to the contrary contained in this Lease, it is specifically agreed that in the event of a breach by Landlord of any of the terms, covenants and conditions of this lease to be performed by Landlord and in the event of any other claim by Tenant against Landlord, whether under this Lease, imposed by statute or existing at common law, in respect of any matter related to, arising out of or occurring in connection with this Lease, the Leased Premises, or their relationship to each other as Landlord and Tenant, the monetary liability of any Landlord hereunder shall be limited to and enforceable solely against Landlord's estate in the Leased Premises and/or the rents, profits and proceeds therefrom accruing after the date of breach and/or the claim. No money judgments shall be sought or obtained against Landlord or any partners or shareholders thereof. However, nothing contained herein shall be construed as a bar to any equitable relief available to Tenant, including but not limited to, injunctive relief.

ARTICLE XXIII MISCELLANEOUS

23.01 Accord and Satisfaction

No payment by Tenant or receipt by Landlord of a lesser amount than the Rental herein stipulated shall be deemed to be other than on account of the earliest stipulated Rental, nor shall any endorsement or statement on any check or payment as Rental be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rental or pursue any other remedy in this Lease provided.

23.02 Entire Agreement

This Lease and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

23.03 No Partnership

Landlord does not by virtue of this Lease, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, a joint venture or a member of a joint enterprise with Tenant.

23.04 Cost and Expense

Whenever in this Lease it is provided for the doing of any act by any party, such act shall be done by such party at its sole cost and expense unless a contrary intent is expressed.

23.05 Force Majeure

Unless otherwise specifically provided, in the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this lease, then performance of such act shall be excused for period of delay and the

period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 23.05 shall not operate to excuse Tenant from the prompt payment of Minimum Rent, Additional Rent or any other payments required by the terms of this Lease. Notwithstanding the foregoing, the provisions of this Section 23.05 shall not operate to excuse Landlord from the timelines contained in Sections 24.01 and 24.05 and Tenant shall have an absolute right to terminate this Lease as provided for in Sections 24.01 and 24.05.

23.06 Notices

Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States certified mail, postage prepaid, return receipt requested, or by overnight courier service such as Federal Express, and shall be addressed (a) if to the Landlord at the Address for Rent and Notices set forth on the Lease Cover Page or at such other address as Landlord may designate by written notice and (b) if to Tenant at the Address for Notices set forth on the Lease Cover Page or at such other address as the Tenant shall designate by written notice. Notice shall be effective on delivery unless delivery is refused or cannot be made in which event notice shall be effective upon mailing or deposit with the overnight courier service, as the case may be. Prior to the Commencement Date, all notices to Tenant shall be sent to AutoZone, Inc., Dept. 8340, 123 S. Front Street (or PO Box 2198), 3rd Floor, Memphis, Tennessee 38103 (or 38101-2198) Attention: Tatia Givens-Stone.

23.07 Captions and Section Numbers

The captions, article numbers, section numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Lease nor in any way affect this Lease.

23.08 Tenant Defined, Use of Pronoun

The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant hereunder, be the same one or more, and if there be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or all thereof. The use of the neuter singular pronoun to refer to Landlord or to Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply to the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall, in all instances, be assumed as though in each case fully expressed.

23.09 Broker

Each of the parties represents and warrant that there are no claims for brokerage commissions or finder's fee in connection with the execution of this Lease, except that Landlord has dealt with and shall pay the commission of the Broker listed on the Lease Cover Page. Each of the parties agrees to indemnify the other against and hold it harmless from all liabilities arising from any such claim (including, without limitation, the cost of counsel fees in connection therewith) except as aforesaid. Tenant acknowledges that Dickson Flake Partners ("DFP") and

all its associates are the agents of the Landlord and that it is the Landlord who employed them, whom they represent, and to whom they are responsible. Tenant acknowledges that before eliciting or receiving confidential information from the Landlord, DFP verbally disclosed that it represented the Landlord. Principals of DFP may participate in the ownership of Landlord, and DFP Holdings, LLC is an affiliate of DFP.

23.10 Partial Invalidity

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Lease shall be valid, and be enforced, to the fullest extent permitted by law.

23.11 No Option

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a Lease only upon the execution and delivery thereof by Landlord and Tenant.

23.12 Recording

Tenant shall not record this Lease without the written consent of Landlord. However, upon the request of either party hereto the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purpose of recordation. Said memorandum or short form of this Lease shall describe the parties, the Leased Premises and the term of this Lease and shall incorporate this Lease by reference. The party requesting such short form lease shall pay all recording fees.

23.13 Option to Extend

Tenant shall have the option to extend the term of this Lease for four (4) additional periods of five (5) years each ("Extension Periods"), commencing upon the day following the Termination Date (as set forth on the Lease Cover Page) hereof. Each Extension Period shall be automatically exercised by Tenant unless Tenant shall give notice to Landlord at least six (6) months prior to the Termination Date of the original term or last Extension Period, as the case may be, of Tenant's desire to terminate this Lease, and upon automatic renewal, the Extension Period shall become part of the term of this Lease and the Termination Date shall be extended accordingly.

**ARTICLE XXIV
CONSTRUCTION**

24.01 Plan Approval

(a) (1) Within ninety (90) days after the Effective Date, Landlord shall furnish to Tenant a complete set of engineered site plans for the Leased Premises (hereinafter referred to as "Landlord's Plans"). Landlord shall be responsible for engineering the site plan. Within twenty (20) days after Tenant's receipt of Landlord's Plans, Tenant shall provide Landlord with written approval of Landlord's Plans, or if not approved, provide Landlord with written notice of disapproval and the reason(s) for such disapproval and comments on Landlord's Plans and

specifications for the Leased Premises. Within fifteen (15) days after Landlord receives said written notice of disapproval, Landlord shall resubmit revised Landlord's Plans to Tenant for approval. This schedule shall continue until Landlord's Plans are approved. If Landlord's Plans are not approved on or before the date that is sixty (60) days after the date that Tenant first receives Landlord's Plans, then Tenant or Landlord shall have the right to terminate this Lease by providing written notice of such termination to the other party.

(2) Tenant shall, within thirty (30) days after receipt of the survey, geotechnical report, engineered site plan and receipt of written notice from Landlord to proceed, deliver to Landlord a set of engineered building plans stamped by a licensed Mississippi architect. Landlord shall, within thirty (30) days after receipt of said Plans from Tenant, reimburse Tenant Four Thousand Dollars (\$4,000.00) for said plans; otherwise, Tenant may offset/abate Rental (together with interest in the amount mentioned in Section 24.01(f) below) until such time as Tenant has been completely reimbursed (together with interest) or seek any other remedy available to it at law or equity. The provisions of this Paragraph shall survive any termination or expiration of the Lease. Landlord shall thereafter be responsible for obtaining all permits for the above plans (together with all other approvals of the Final Approved Plans) for constructing the building on the Leased Premises in connection therewith as provided below. Said work shall be completed on or before the date set forth in Section 24.05 of the Lease and shall be a condition of Delivery as if such were set forth in Section 24.03 of the Lease.

(b) Tenant shall order any surveys and geotechnical reports which Tenant deems necessary. Within thirty (30) days after receipt of a written invoice, Landlord shall reimburse Tenant for the survey and geotechnical reports up to a maximum of \$7,500.00.

(c) It shall be Landlord's obligations to permit the site plan and building plans. Landlord is to have until the expiration of one hundred twenty (120) days following the Effective Date (the "Approval Date") to receive all authorizations and permits, including, but not limited to, curb cut, building and renovation permits, signage permits (including, but not limited to, permits for signage), zoning and subdivision interpretations and confirmations, lot splits, lot combination, permits and approvals and all variances, utility permits, authorizations and easements (other than the easements which are Landlord's obligations under this Lease) necessary for Tenant's intended use as described herein and in order for Landlord to build the building on the Leased Premises (collectively, the "Approvals"). Landlord shall, upon request of Tenant, execute any and all documentation in support of such application for said Approvals. If Landlord has not received or is denied or refused any such Approvals necessary to assure that the building can be built and Tenant is able to operate on the Premises, then Tenant may terminate this Lease without owing any liability to Landlord by furnishing written notice to Landlord on or before the Approval Date, or Tenant may elect to continue this Lease in effect.

(d) As soon as the Approvals are available, then Landlord shall as soon as possible pull said Approvals and begin construction of the building (and all other Landlord's work) on the Leased Premises in accordance with the Final Approved Plans, all governmental requirements and the provisions of this Lease.

(e) Notwithstanding anything contained herein to the contrary, Tenant shall not be required to order the OFI Items until Tenant has approved of Landlord's Plans and all due diligence to be conducted by Landlord or Tenant under this Lease (including but not limited to title commitment, soil and environmental investigations).

(f) Notwithstanding anything contained herein to the contrary, Tenant shall not be required to ship the OFI Items until Tenant has received proof of acquired title to the Demised Premises by Landlord, Landlord's W-9, the Non-Disturbance and Attornment Agreement (if applicable), the Subordination, Non-Disturbance and Attornment Agreement (if applicable; attached to this Lease), the Short Form Lease (attached to this Lease), the Easements, Covenants and Restrictions Agreement (if applicable), proof of any permits required to be obtained by Landlord under this Lease and any amendments to the above referenced documents or this Lease (if applicable).

(g) Pursuant to fulfillment of the conditions stated in Section 24.01(e) above, Tenant shall, upon receipt of written request from Landlord, order the OFI Items (as defined herein), and within seven (7) days thereafter, Tenant shall provide Landlord with a list of contacts and numbers in order for Landlord to coordinate the delivery of the OFI Items. The OFI Items (the "OFI Items") shall include all those matters set forth on Exhibit "G", attached hereto and incorporated herein by reference, except that the OFI Items shall not include the Signage mentioned on Exhibit "G" (but shall include the Coming Soon Signs). The parties acknowledge that Exhibit "G" may be amended by the consent of all parties.

(h) The OFI Items shall be ordered and shipped (as provided in Section 24.01(e)-(g) above) and paid for by Tenant, subject to reimbursement from Landlord. Landlord shall, within thirty (30) days after receipt of an invoice from Tenant, reimburse Tenant for its costs associated with the OFI Items (except that Landlord shall not be required to reimburse Tenant for any signage (including the Coming Soon Signs)); otherwise, Tenant may fully offset/abate Rental (notwithstanding any provision of this Lease to the contrary) (together with interest thereon from the due date thereof to the day of payment at the rate of eighteen percent (18%) per annum or the highest amount permitted by law, whichever is less, or seek any other remedy available to it at law or equity. The parties acknowledge that the costs listed on Exhibit "G" are estimates only and that such numbers may vary. The provisions of this Paragraph shall survive any termination or expiration of the Lease.

(i) On or before the date set forth in Section 24.05 of the Lease, Landlord shall install the OFI Items to the building, and such shall be part of Landlord's Work, and such work shall be a condition to Delivery as if such were set forth in Section 24.03 of the Lease.

24.01.01. Notwithstanding anything contained in the Lease to the contrary, Landlord shall, on or before the date set forth in Section 24.05 of the Lease, (i) install all footings and mountings with respect to a monument and/or pylon sign to be located on the Leased Premises (the location thereof shall be mutually acceptable to Landlord and Tenant) and (ii) have all utilities and/or conduits connected thereto as such may be necessary for the operation and illumination of said signs (such shall be part of Landlord's Work, and such work shall be a condition to Delivery as if such were set forth in Section 24.03 of this Lease). Thereafter, Tenant shall, at its sole cost and expense, have the right, but not the obligation, to construct the remainder of the sign.

24.02 Final Approved Plans and Construction

Upon approval by both parties, the Landlord's Plans will be initialed and dated by both parties to signify the acceptance thereof, and so approved and accepted, shall hereinafter collectively be referred to as ("Final Approved Plans"). There shall be no changes to the Final Approved Plans without prior written consent of Landlord and Tenant's Regional Design Manager. Any changes to the Final Approved Plans requested by Tenant and approved by Landlord shall be paid by Tenant within thirty (30) days of request. Landlord shall then, at Landlord's sole cost and expense, completely construct the Leased Premises in full compliance with all applicable codes, laws and regulations, and in accordance with the Final Approved Plans. Landlord's obligations are to construct the building on the Leased Premises in compliance with the Final Approved Plans, and Exhibit "C" and to obtain a Certificate of Occupancy issued by the appropriate authority for Tenant, and to complete the parking lot, driveways and landscaping on the Leased Premises and to have all utilities in place to the building.

24.03 Delivery

The Leased Premises shall be delivered to Tenant only after the following conditions are satisfied:

(A)(1) The building and improvements on the Leased Premises are completed in accordance with the Final Approved Plans;

(2) Landlord has delivered to Tenant two (2) fully executed original Subordination Agreements as provided in Section 12.02 of this Lease.

(3) Landlord has delivered to Tenant a fully executed Short Form Lease.

(4) Landlord has delivered to Tenant a completed W-9 form reflecting Landlord's federal tax ID number.

(5) Landlord has acquired fee simple title to the Leased Premises.

(B) Tenant is provided with a final certificate of occupancy for the Leased Premises issued by the appropriate authority in localities where official certificates of occupancy are issued; and,

(C) Landlord shall notify Tenant when Landlord considers the building and improvements on the Leased Premises to be completed with the Final Approved Plans. Within ten (10) days of Landlord's notice, Tenant and Landlord shall make an inspection to determine whether the building and improvements on the Leased Premises have been completed in accordance with the Final Approved Plans. If the inspection discloses any item which is not substantially in accordance with the Final Approved Plans, Landlord shall correct such item before the Leased Premises shall be delivered to Tenant.

Upon the completion of the items, Landlord shall submit written notice to Tenant that the Leased Premises is ready to be delivered to Tenant and that all of the conditions as set forth above have been completely satisfied in all respects.

Upon receipt of said notice from Landlord, and no later than five (5) days after the later of (x) Tenant's receipt or (y) the expiration of Tenant's inspection period, Tenant shall submit written acknowledgment to Landlord that Tenant (i) agrees that the conditions set forth above have been satisfied and that Tenant is accepting the Leased Premises or (ii) objects to certain items which have not been completed by Landlord.

When Landlord receives Tenant's written acknowledgment or if Tenant fails to provide written notice within the later of the above timeframes, the Leased Premises shall be deemed delivered to and accepted by Tenant.

(D) Notwithstanding the conditions defined in Sections 24.02 and 24.03(A)-(C), the Premises shall be deemed delivered upon the actual occupancy by Tenant.

24.04 Commencement Date

The Commencement Date of this Lease shall be the day Tenant takes delivery of possession of the Leased Premises, or occupies the Leased Premises, but in no event shall the Commencement Date be later than ten (10) days after Landlord has fulfilled Landlord's obligations of Section 24.03 of this Lease.

24.05 Right to Terminate

(a) In the event Landlord does not acquire fee simple title to the property on or before October 1, 2003, for any reason, (i) Landlord may terminate this Lease by providing written notice of such termination, to be given, if at all, on or before October 15, 2003 and (ii) Tenant may terminate this Lease at any time after such date.

(b) In the event that the Leased Premises is not completed and delivered to Tenant in accordance with this Lease on or before March 1, 2004, then Tenant may (i) terminate this Lease by providing written notice of such termination to Landlord, or (ii) perform the remaining work to complete the building and delivery thereof at Landlord's costs and Tenant shall be entitled to abate/offset Rental.

24.06 Time of the Essence

Time shall be of the essence of this Lease.

25.01 Civil Engineering Plans

Tenant shall, within thirty (30) days after receipt of the survey as provided in Section 24.01(b) of this Lease, deliver to Landlord an engineered site plan. Landlord shall reimburse Tenant for such site plan up to a maximum of fifty-five hundred dollars (\$5,500.00).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Handwritten signatures and initials:
 [Signature]
 OK
 Kin HV

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

Signed and acknowledged in the presence of:

LANDLORD: A-Z Holdings, LLC

Kevin Fleming
Above witnesses as to Landlord

By: Kevin Huchingson
Kevin Huchingson
Its: Managing Member

[Signature]
Above witnesses as to Tenant

TENANT: Adto Zone, Inc., a Nevada corporation

By: [Signature]
Vice President

Its: _____

By: [Signature]
Vice President

Its: _____

Approved for Execution:

TS TS for SCL

STATE OF TENNESSEE)
) SS:
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23rd day of July, 2003, within my jurisdiction, the within named Wm. David Gilmore and Scott Webb, who acknowledged that they are the Vice President and 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 23rd day of July, A.D., 2003.

Debra Castleman
Notary Public

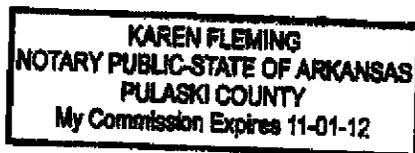


My Commission Expires: 5-17-2006

ARKANSAS
STATE OF MISSISSIPPI)
) SS:
COUNTY OF Pulaski)

Personally appeared before me, a Notary Public in and for the above county and state, the within named Kevin Huchingson, Managing Member of A-Z Holdings, LLC, and that he signed and delivered the foregoing instrument on the day and year therein mentioned on behalf of the company.

Given under my hand this the 14th day of July, A.D., 2003.



Karen Fleming
Notary Public