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This Instrument prepared by:
T. Larry Ledbetter, Attorney
AutoZone Mississippi Properties, Inc.
c/o AutoZone, Inc., Department 8341
123 S. Front St.
Memphis, TN 38103-3618
Ph. 901-495-8787
TN BPR# 007715

After recording, return to:
Charlotte J. McCown
AutoZone Mississippi Properties, Inc.
c/o AutoZone, Inc., Department 8340
P. O. Box 2198
Memphis, TN 38101-2198
Ph. 901-495-6972

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Address of Landlord:
Jacer Management, LLC
c/o Kenneth Ryvicker, Manager
34 Prospect Street
Needham, MA 02492
Ph. 781-201-9448

Address of Tenant:
AutoZone Mississippi Properties, Inc.
c/o AutoZone, Inc., Department 8340
123 S. Front St.
Memphis, TN 38103-3618
Ph. 901-495-6500

**THIS AMENDED SHORT FORM LEASE AMENDS THAT CERTAIN SHORT FORM LEASE
RECORDED IN DEED BOOK 100, PAGES 646-651 IN THE DESOTO COUNTY, MISSISSIPPI
CHANCERY CLERK'S OFFICE**

**INDEXING INSTRUCTIONS: PART OF THE NORTHWEST QUARTER OF SECTION 18,
TOWNSHIP 3 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI**

AZ #2091-01-01
2450 Mt. Pleasant Road
Hernando, MS

AMENDED SHORT FORM LEASE

THIS AMENDED SHORT FORM LEASE is made as of the 3rd day of January, 2012
between Jacer Management, LLC, a Massachusetts limited liability company, as successor in
interest to A-Z Holdings, LLC, an Arkansas limited liability company (hereinafter "Landlord"), and
AutoZone Mississippi Properties, Inc., a Nevada corporation (hereinafter "Tenant") assignee of

assignee of AutoZone, Inc., a Nevada corporation by virtue of Assignment and Assumption of Lease dated September 30, 2008 and effective as of January 13, 2004.

WITNESSETH:

For and in consideration of One Dollar (\$1.00) and other valuable consideration paid and to be paid by the Tenant to the Landlord, the Landlord does demise and lease unto Tenant and the Tenant does lease and take from the Landlord upon the terms and conditions and subject to the limitations more particularly set forth in a certain Third Amendment to Lease Agreement (hereinafter "Amendment") between the Landlord and Tenant, bearing even date herewith, to which Amendment, all previous amendments, and the Lease Agreement amended thereby (collectively hereinafter "Lease") reference is hereby made for all the terms and conditions thereof, which terms and conditions are made a part hereof as fully and particularly as if set out verbatim herein, the Leased Premises located in the City of Hernando, County of Desoto, State of Mississippi, consisting of land having a municipal address of 2450 Mt. Pleasant Road, together with all improvements now or hereafter erected thereon and all rights and appurtenances thereunto belonging, said Leased Premises being more particularly described as follows:

See Exhibit "A" attached hereto and made a part thereof

TO HAVE AND TO HOLD the above described premises unto the Tenant for a Term ending on June 30, 2023, unless sooner terminated or extended as provided for in the Lease.

LANDLORD in said Lease has granted to Tenant four (4) separate options to further extend the Term of the Lease for four (4) separate consecutive additional periods of five (5) years each (Extension Periods), which options are exercisable by Tenant as provided for in said Lease.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN TESTIMONY WHEREOF, the above named Landlord and the above named Tenant have caused this instrument to be executed as of the day and year set forth in said Amendment.

LANDLORD:

**Jacer Management, LLC,
a Massachusetts limited liability company**

By: *[Signature]*

Printed Name: Kenneth Ryvicker

Title: Manager

(SEAL)

TENANT:

**AutoZone Mississippi Properties, Inc.,
a Nevada corporation**

By: *[Signature]*

Printed Name: James C. Griffith

Title: Vice President

By: *Rebecca W. Ballou*

Printed Name: Rebecca W. Ballou

Title: Vice President

(SEAL)



APPROVED FOR EXECUTION

AutoZone # 2091

Business: *[Signature]* Legal: *[Signature]*

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 3rd day of January, 2012, within my jurisdiction, the within named James C. Griffith and Rebecca W. Ballou, who acknowledged they are Vice President and Vice President, respectively, of AutoZone Mississippi Properties, 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 said corporation so to do.


(Notary Public)

My commission expires: 3.7.15



STATE OF MA.

COUNTY OF Middlesex

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of Jan., 2012, within my jurisdiction, the within named Kenneth Ryvicker, who acknowledged that he is the Manager of Jacer Management, LLC, a Massachusetts limited liability company, and that for and on behalf of said company and as its act and deed, he executed the foregoing instrument, after first having been duly authorized by said corporation so to do.


(Notary Public)

My commission expires: 10/20/2017



GINA L. FALZONE
Notary Public
Commonwealth of Massachusetts
My Commission Expires October 20, 2017

EXHIBIT "A"

Legal Description

Part of the Northwest Quarter of Section 18, Township 3 South, Range 7 West, DeSoto County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a concrete right of way monument (found) at the intersection of the north line of East Commerce Street (Ms. Hwy 304)(120' R/W) and the east line of Mt. Pleasant Street (60' centerline to east line), said point being 3,470 feet west of the east line of Section 18, Township 3 South, Range 7 West in DeSoto County, MS, thence northwestwardly with the east line of Mt. Pleasant Street and with a curve to the right having a radius of 249.40 feet an arc distance of 269.88 feet to the true POINT OF BEGINNING; thence N55° 57' 16" W, and with said east line, a distance of 160.00 feet to an iron pin (found); thence N34° 04' 44" E, and with the east line of the Kenny Suh property (337-458) a distance of 110.00 feet to an iron pin (found); thence S55° 57' 16" E, and with the south line of the Kroger Center (Plat Book 72, Page 41)(D.C.C.O.), a distance of 160.00 feet to an iron pin (found); thence S34° 02' 44" W, and with the west line of the ZP No. 114 LLC property (374-448) a distance of 110.00 feet to the POINT OF BEGINNING and containing 17,600 square feet or 0.404 acres.

Being the same property conveyed to A-Z Holdings, LLC by Warranty Deed recorded in Deed Book 453, Page 605 in the Office of the Chancery Clerk of DeSoto County, Mississippi.