



201006040036

Skagit County Auditor

6/4/2010 Page

1 of

6 11:51AM

SHORT FORM LEASE

THIS SHORT FORM LEASE (the "Short Form Lease") is made as of the 23rd day of April, 2010, by and between **Thrifty Properties of Burlington, LLC**, a Washington limited liability company ("Landlord"), and **AutoZone Development Corporation**, a Nevada corporation ("Tenant").

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and for other good and valuable consideration paid and to be paid by Tenant to Landlord, Landlord does hereby demise and lease unto Tenant, and Tenant does hereby lease and take from Landlord upon the terms and conditions and subject to the limitations more particularly set forth in that certain Commercial Building Lease (the "Lease") dated as of the date hereof by and between Landlord and Tenant to which Lease reference is hereby made for all the terms and conditions thereof, which terms and conditions are made a part hereof as fully and particularly as if set out verbatim herein, the premises (the "Demised Premises") situated in the City of Burlington, County of Skagit, State of Washington, consisting of all of the approximately (current) eight thousand five hundred eighteen (8,518) square foot premises (to be expanded in accordance with Section 10(a) hereof), together, rights of access as provided herein, and more particularly described in **Exhibit "A"** and shown on **Exhibit "B."** The Demised Premises is a part of the Entire Premises which is more fully described herein.

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

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

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

(a) Landlord grants Tenant the right to merchandise any products normally sold in Tenant's other auto parts, supply and accessories stores in accordance with the Lease. **P71976 LTS 1-26 BIK 102, Amended Burlington**

(b) Subject to the provisions of the Lease, Tenant may use the Demised Premises for a typical AutoZone (brand) retail store and for no other purpose without the written consent of Landlord, not to be unreasonably withheld, conditioned or delayed by Landlord. Further, Tenant may use the Demised Premises for the display and sale of automobile parts, supplies and/or accessories as are typically sold or displayed in Tenant's other AutoZone retail stores (including but not limited to,

Tenant's commercial business which contemplates delivery trucks off-loading/picking up merchandise to/from the Demised Premises and the subsequent delivery to off-site locations to either customers or other retail stores operated by Tenant).

(c) 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 none of the foregoing shall use, suffer, permit or consent to the use or occupancy of any part of the Entire Premises (except for the Demised Premises) as an automobile parts store or for the sale of automobile parts, supplies and/or accessories as long as this Lease is in effect.

This restriction shall not apply to any business whose principal business is a drug-store and/or pharmacy, grocery store, department store, variety store, hardware store, home improvement store or any other seller of a broad mix of general merchandise that sells auto (or similar) parts as an incidental part of its general merchandise business; provided that, no such business sells automobile carburetors, starters, brakes and brake components, alternators, fuel pumps, water pumps or other coolant pumps for off-premises installation.

Landlord shall not use or permit the use of any part of the Entire Premises for any of the following: manufacturing or industrial uses; government offices located within fifty (50) feet of the Demised Premises; residential use; flea markets or similar businesses; adult entertainment; commercial indoor amusements located within fifty (50) feet of the Demised Premises; schools of any type located within fifty (50) feet of the Demised Premises; churches; libraries; car rentals or sales; parking vehicles offered for lease or sale in the parking areas of the Entire Premises; restaurants located within fifty (50) feet of the Demised Premises; nightclubs; cocktail lounges; meeting halls; taverns; entertainment facilities located within fifty (50) feet of the Demised Premises; undertaking establishments; bingo games, casinos or off-track betting agencies; pawn and gun shops; post offices or postal facilities located within fifty (50) feet of the Demised Premises; gymnasiums, spas, tanning facilities, dance studios or health clubs located within fifty (50) feet of the Demised Premises; family planning clinics; theaters, either motion picture or live; bowling alleys; skating rinks of any type; or call centers located within fifty (50) feet of the Demised Premises.

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

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

4. Landlord has agreed with Tenant that any mortgage placed on the Demised



201006040036

Skagit County Auditor

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

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

LANDLORD:

TENANT:

Thrifty Properties of Burlington, LLC, a Washington limited liability company

AutoZone Development Corporation, a Nevada corporation

By: *Heraldis Christensen*

By: *[Signature]*

Printed Name: _____

Printed Name: James C. Griffith

Its: EXECUTIVE MANAGER

Its: Vice President

[Signature]
Printed Name: Diana H. Hull

Its: Vice President

Approved for Execution (AZ Internal):

[Signature]
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 04 2010

Amount Paid \$ _____
Skagit Co. Treasurer
By *[Signature]* Deputy

Prepared By:
Perry Deering
AutoZone, Inc.
123 S. Front Street
Memphis, TN 38103



201006040036
Skagit County Auditor

STATE OF TENNESSEE)
) ss
COUNTY OF SHELBY)

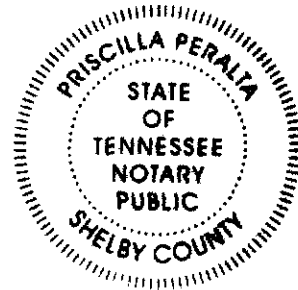
On this 23rd day of April, 2010, before me, the undersigned, a Notary Public in and for the State of Tennessee, duly commissioned and sworn, personally appeared James C. Griffith and Diana H. Hull, to me known to be the Vice President and Vice President, respectively, of AutoZone Development Corporation, a Nevada corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

[Signature]

Notary Public in and for the State of Tennessee
Residing at 123 S. Front Street, Memphis, Tennessee

My appointment expires: Feb. 23rd 2011



STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

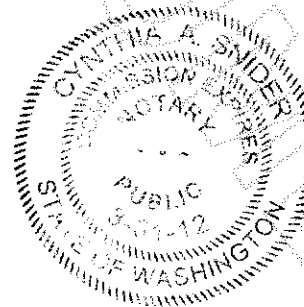
On this 20th day of APRIL, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GERALD W. CHRISTENSEN and N/A, to me known to be the EXECUTIVE MANAGER of Thrifty Properties of Burlington, LLC, a Washington limited liability company, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Cynthia A. Snider

Notary Public in and for the State of Washington
Residing at: MT VERNON, WA

My appointment expires: 3.1.12



201006040036
Skagit County Auditor

Exhibit "A"

The Demised Premises is a portion of:

Lots 1 through 26, inclusive, Block 102, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.", as per Plat recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington, EXCEPT those portions conveyed to the City of Burlington by Deeds recorded April 13, 1990 under Auditor's File Nos. 9004130154 and 9004130155, TOGETHER WITH all of the vacated alley in said Block 102.



201006040036
Skagit County Auditor

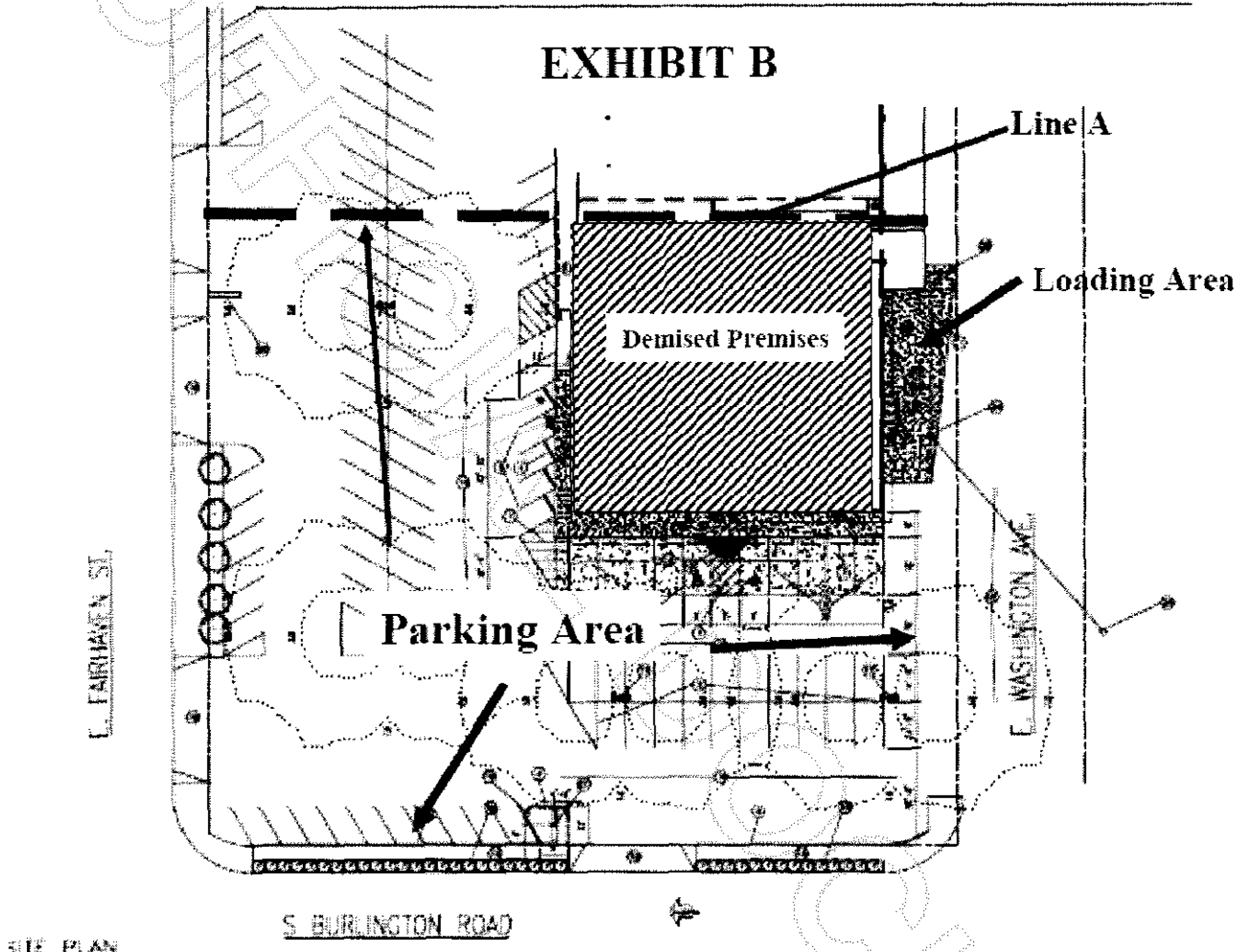
6/4/2010 Page

5 of

6 11:51AM

Exhibit "B"

EXHIBIT B



SITE PLAN
3/2/09



201006040036
Skagit County Auditor

6/4/2010 Page 6 of 6 11:51AM