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GRLEASE 1/7

Prepared by: Thomas Helmers, Esq.
When recorded return to:
AutoZone Development, LLC
Attn: James Anderson
123 South Front St. – Dept 8341
Memphis, TN 38103

Short Form Lease

between

P&N Calera, LLC (as Landlord)

Address: 421 Office Park Drive, Birmingham, AL 35223

and

AutoZone Development, LLC (as Tenant)

Address: 123 South Front Street, Dept. 8341, Memphis, TN 38103

SHORT FORM LEASE

THIS SHORT FORM LEASE (the "Short Form Lease") is made as of the 2nd day of September, 2021, by and between **P&N Calera, L.L.C.**, an Alabama limited liability company ("Landlord"), and **AutoZone Development, LLC**, a Nevada limited liability company ("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 Shopping Center Lease (the "Lease") dated as of the date hereof by and between Landlord and Tenant to which Lease reference is hereby made for all the terms and conditions thereof, which terms and conditions are made a part hereof as fully and particularly as if set out verbatim herein, the premises (the "Demised Premises") situated in the City of Calera, County of Shelby, State of Alabama, commonly known as 281 Supercenter Drive, Suite A4 , Calera, AL 35040, and more particularly described in **Exhibit "A"** and shown on **Exhibit "B"**. The Demised Premises is a part of the Entire Premises which is more fully described herein.

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

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

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

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

(b) Tenant may use the Demised Premises for any lawful purpose subject to existing uses and exclusives within the Entire Premises.

(c) Landlord agrees for itself, its successors and assigns, its officers, directors and shareholders (holding more than ten percent (10%) of its stock), its parent, affiliated and subsidiary corporations or other entity and any partner or other party affiliated with it, that none of the foregoing shall use, suffer, permit or consent to the use or occupancy of any part of the Entire Premises (except for the Demised Premises) as an auto parts store or for the sale of automobile parts, supplies and/or accessories as long as this Lease is in effect. Notwithstanding, to the extent Landlord has approval rights, Landlord shall not approve a sublease or assignment that violates the Protective Covenant.

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.

(d) Landlord shall not use or permit the use of any part of the Entire Premises for any of the following: manufacturing or industrial uses; (including, but not limited); residential

use; flea markets or similar businesses; adult entertainment; commercial indoor amusements; schools of any type; churches; libraries; car rentals or sales; parking vehicles offered for lease or sale in the parking areas of the Entire Premises; ; nightclubs; cocktail lounges; meeting halls; taverns; entertainment facilities; undertaking establishments; bingo games, casinos or off-track betting agencies; pawn and gun shops; post offices or postal facilities; family planning clinics; theaters, either motion picture or live; bowling alleys; skating rinks of any type; or call centers. Furthermore, Landlord shall limit the following uses within the Entire Premises to no more than 4,000 square feet per single use, 6,000 square feet aggregate: offices, either private or government (including, but not limited to, any type of medical office, clinic or facility); restaurants; gymnasiums, spas, massage parlor, tanning facilities, dance studios or health clubs. This restriction shall not apply to any of Landlord's existing tenants as of the Effective Date.

Notwithstanding the foregoing, Landlord shall be permitted to re-lease a space in the Entire Premises to a new tenant for the same use at the same size of an existing use/size as of the Effective Date of the Lease.

(e) 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.

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

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

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Signatures and Notaries to follow

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

LANDLORD:

P&N Calera, L.L.C.

an Alabama limited liability company

By: _____

Its: _____

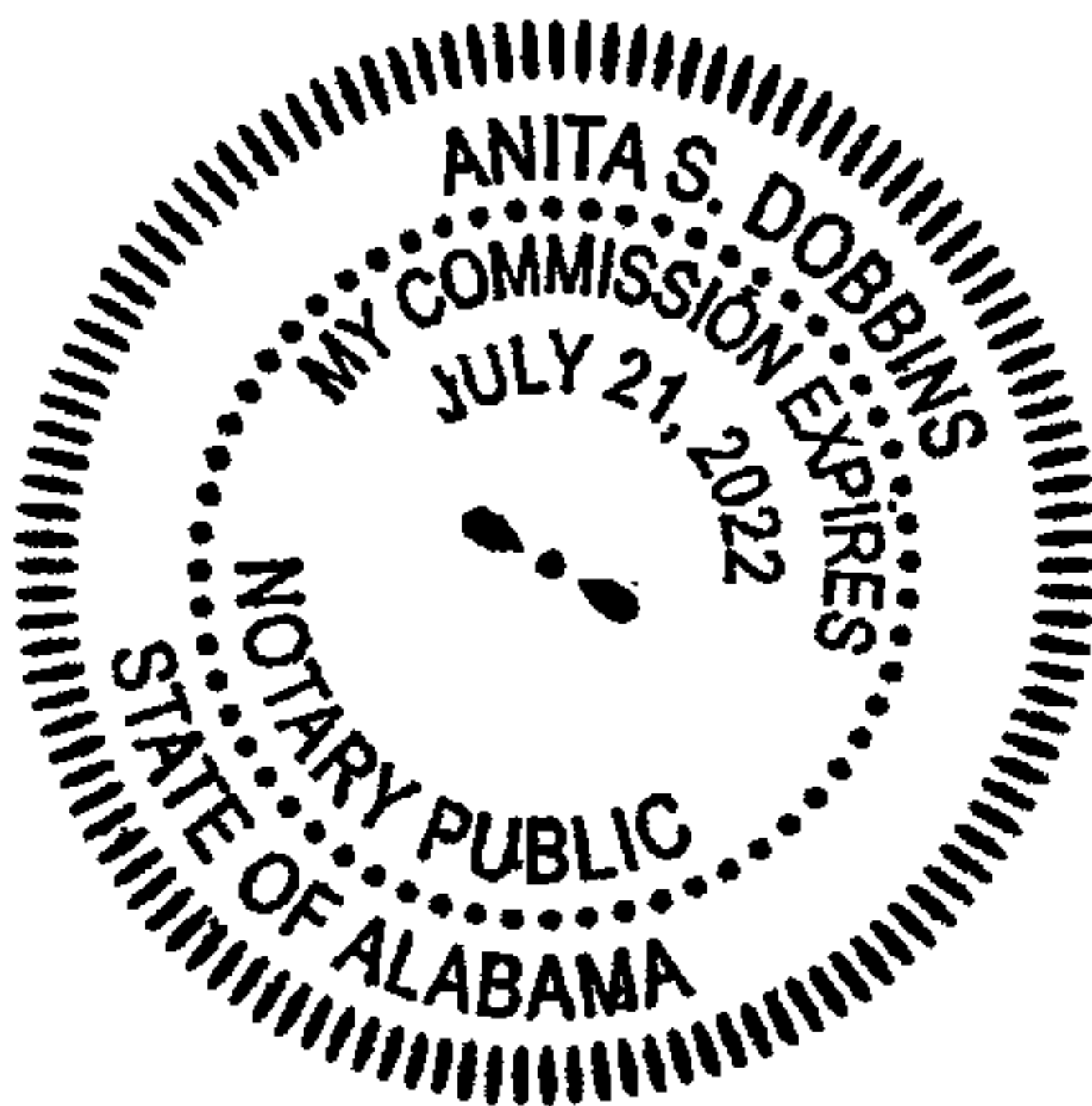
Mark A. Peoples

State of Alabama

County of Jefferson

I, Anita Dobbins, a Notary Public (name and style of officer) in and for said County in said State, hereby certify that Mark A. Peeples whose name as Member of the P&N Calera, LLC, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 2nd day of September, 2021.



Anita S. Dobbins
Notary Public
Print Name: Anita S. Dobbins
My commission expires: July 21, 2022

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

TENANT:

AutoZone Development, LLC,
a Nevada limited liability company

By: AutoZone Investment Corporation,
a Nevada corporation, its sole member

By: [Signature]
Timothy J. Goddard

T.H. [Signature]

By: [Signature]
Bill Edwards

Approved For Execution [AutoZone internal] Store#5441

THE STATE OF TENNESSEE
COUNTY OFSHELBY

§
§

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, Timothy J. Goddard and Bill Edwards, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged themselves to be the Vice President and Vice President, respectively, of AutoZone Investment Corporation, a Nevada corporation, the sole member of AutoZone Development LLC, a Nevada limited liability company, the within named bargainors, and that they as such Vice President and Vice President, and being fully authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of the corporation by themselves as such officers.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of September, 2021.

Lori Smith
Notary Public in and for the State of TENNESSEE

My Commission Expires
November 21, 2021

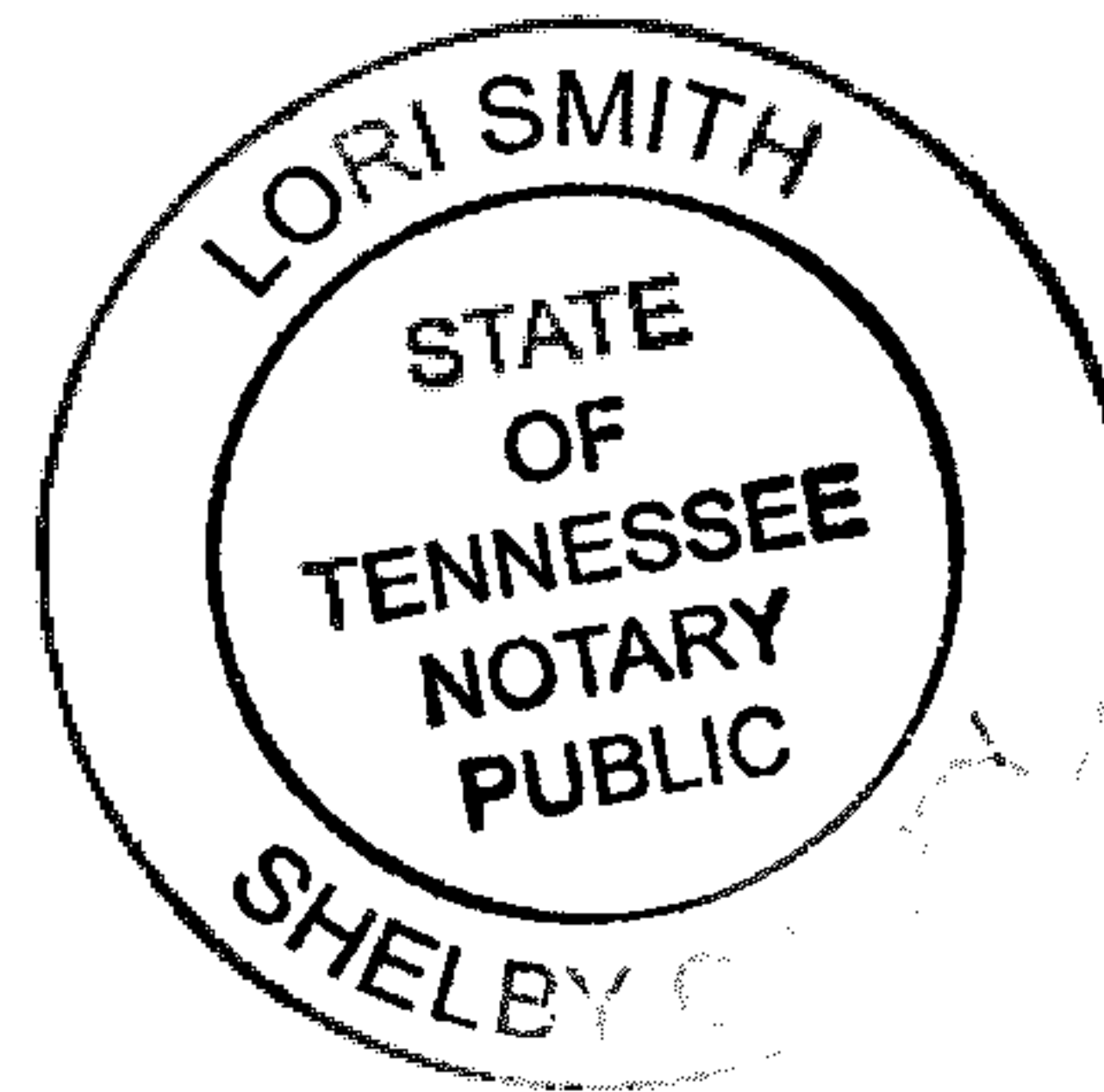


EXHIBIT "A"

LEGAL DESCRIPTIONS

Demised Premises:

The Parcel of land shown outlined on Exhibit "B", annexed hereto, upon which is located a space with an approximately 7,000 square foot premises located in the City of Calera, County of Shelby, State of Alabama, commonly known as 281 Supercenter Drive, Suite A4 , Calera, AL 35040, all being a part of Entire Premises hereinafter described.

Entire Premises:

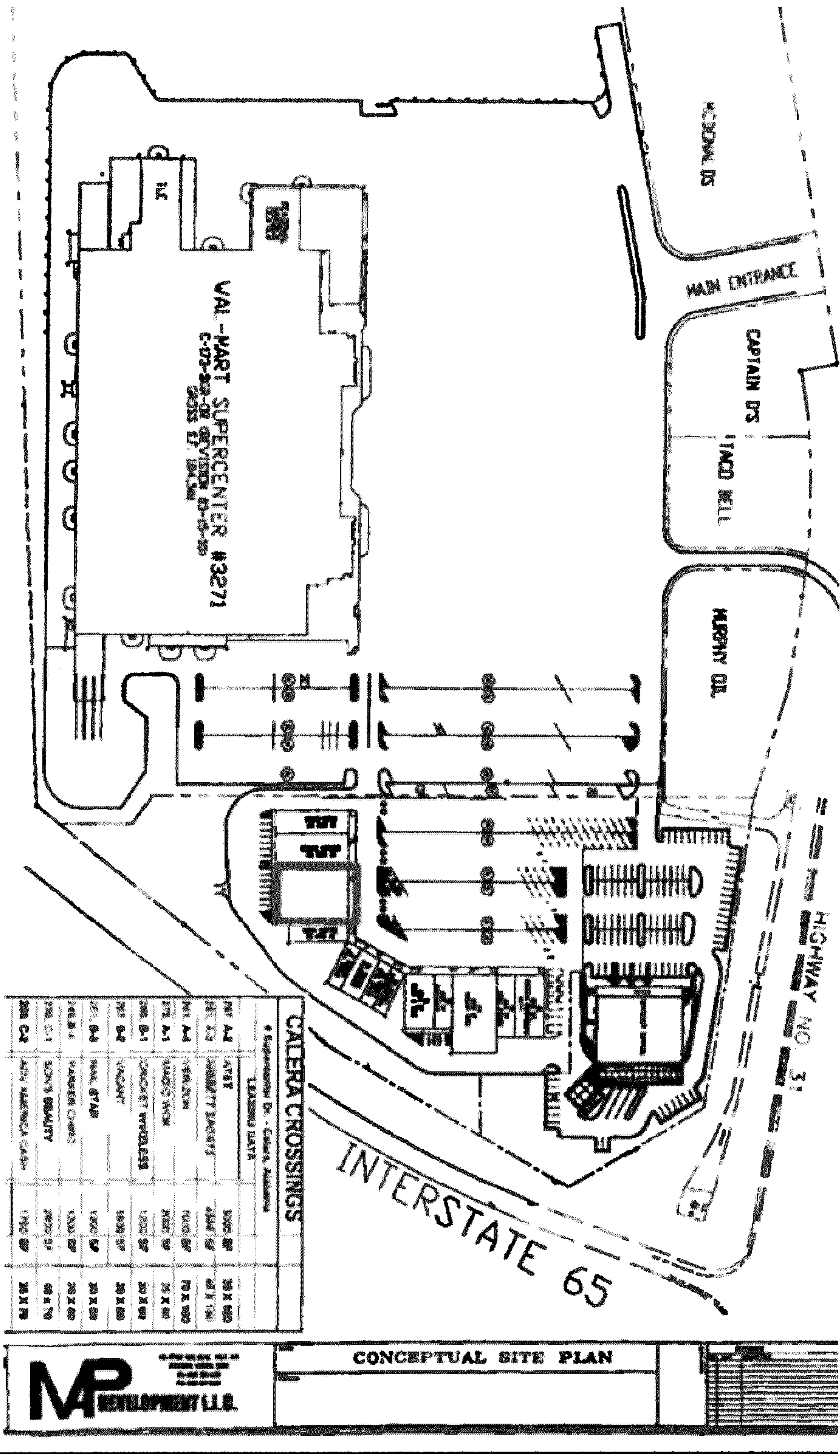
The Parcel of land shown outlined on Exhibit "B", annexed hereto, located on in the City of Calera, County of Shelby, State of Alabama, and having Parcel Number: 28 2 04 0 001 012.002, and further described below:

Lots 2A and 2B of Calera Crossings, as recorded in Map Book 33, Page 72, and being a Resurvey of Lot 2 Walmart Supercenter #3271 Subdivision as Recorded in Map Book 27, Page 117 of the Office of the Judge of Probate of Shelby County, Alabama.

TOGETHER WITH non-exclusive rights of ingress and egress as set forth in that Access Easement between Wal-Mart Real Estate Business Trust and P&N Calera, LLC recorded in Instrument #2001-04817 in the Office of the Judge of Probate of Shelby County, Alabama.

EXHIBIT "B"

The Demised Premises are shown outlined in red.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/23/2022 02:00:51 PM
\$515.50 JOANN
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Allen S. Bayl