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Shelby Cnty Judge of Probate, AL
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*This Instrument Prepared By, And
After Recording Return To:*

Tom Ansley
Dentons
2311 Highland Avenue South
Birmingham, AL 35205
Telephone: 205 930-5300

STATE OF ALABAMA)
JEFFERSON COUNTY)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made as of September 15, 2025, by and between Helena Shopping Center, LLC a Alabama limited liability company whose mailing address is 7109 Founders Place, Birmingham, AL 35242 (the "Landlord"), and AutoZone Development LLC a, Nevada limited liability company whose mailing address is 123 South Front Street, 3rd floor, Memphis, TN 38103 (the "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement, dated as of February 26, 2025 (as heretofore or hereafter amended, modified, supplemented, restated, extended or renewed, the "Lease"); and,

WHEREAS, Landlord and Tenant desire to execute this Memorandum of Lease in order to publish record notice of the existence of the Lease and the rights created thereby;

NOW, THEREFORE, Landlord and Tenant do hereby acknowledge and agree that the Lease contains the following terms:

1252371

DOCSBHM2455538\1

Shelby County, AL 11/06/2025
State of Alabama
Deed Tax:\$3017.00



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1. **Landlord:** The name of the Landlord is Helena Shopping Center, LLC, an Alabama limited liability company.
2. **Tenant:** The name of the Tenant is AutoZone Development LLC, a Nevada limited liability company.
3. **Term:** The primary term of the Lease is fifteen (15) years from the earlier of December 1, 2025 or when Tenant opens for business.
4. **Renewal Options:** The Lease contains three (3) successive renewal options, each of which is for a term of five (5) years.
5. **Description of Leased Premises:** The leased premises are described in Exhibit A attached hereto and made a part hereof.
6. 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 (collectively the "Landlord Entities"), that none of the foregoing shall use, suffer, permit or consent to the use or occupancy of any part of the Development (except for the Demised Premises) or any other parcel of land owned or controlled by the Landlord Entities within a one (1) mile radius of the Development, as an auto parts store or for a business primarily engaged in the sale of automobile parts, supplies and/or accessories as long as this Lease is in effect (the "Exclusive Use"). The Exclusive Use shall not apply to (i) any existing business operating in the Development as of the Effective Date hereof; (ii) 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.
7. Landlord shall not use or permit the use of any part of the Development for any of the following: manufacturing or industrial uses; offices, either private or government including, but not limited to; 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 Development; any one (1) restaurant exceeding five-thousand (5,000) square feet; 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; gymnasiums, tanning facilities, health clubs; family planning clinics; theaters, either motion picture or live; bowling alleys; skating rinks of any type; or call centers.

This Memorandum of Lease is for informational purposes only and nothing contained herein shall be deemed in any way to modify or otherwise affect any of the terms and conditions of the Lease, all of which are incorporated herein by this reference.



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This instrument is intended to be construed as a Memorandum of Lease within the meaning of Section 35-4-51.1 of the *Code of Alabama* (1975), and is subject to all of the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be properly executed and delivered as of the date set forth above.

[No further text on this page. Signature page follows.]

LANDLORD'S SIGNATURE PAGE TO MEMORANDUM OF LEASE

LANDLORD:

Helena Shopping Center, LLC an Alabama limited liability company

By: Donna M. Bruno

Name: Donna M. Bruno

Title: Managing Partner

STATE OF ALABAMA)

JEFFERSON COUNTY)

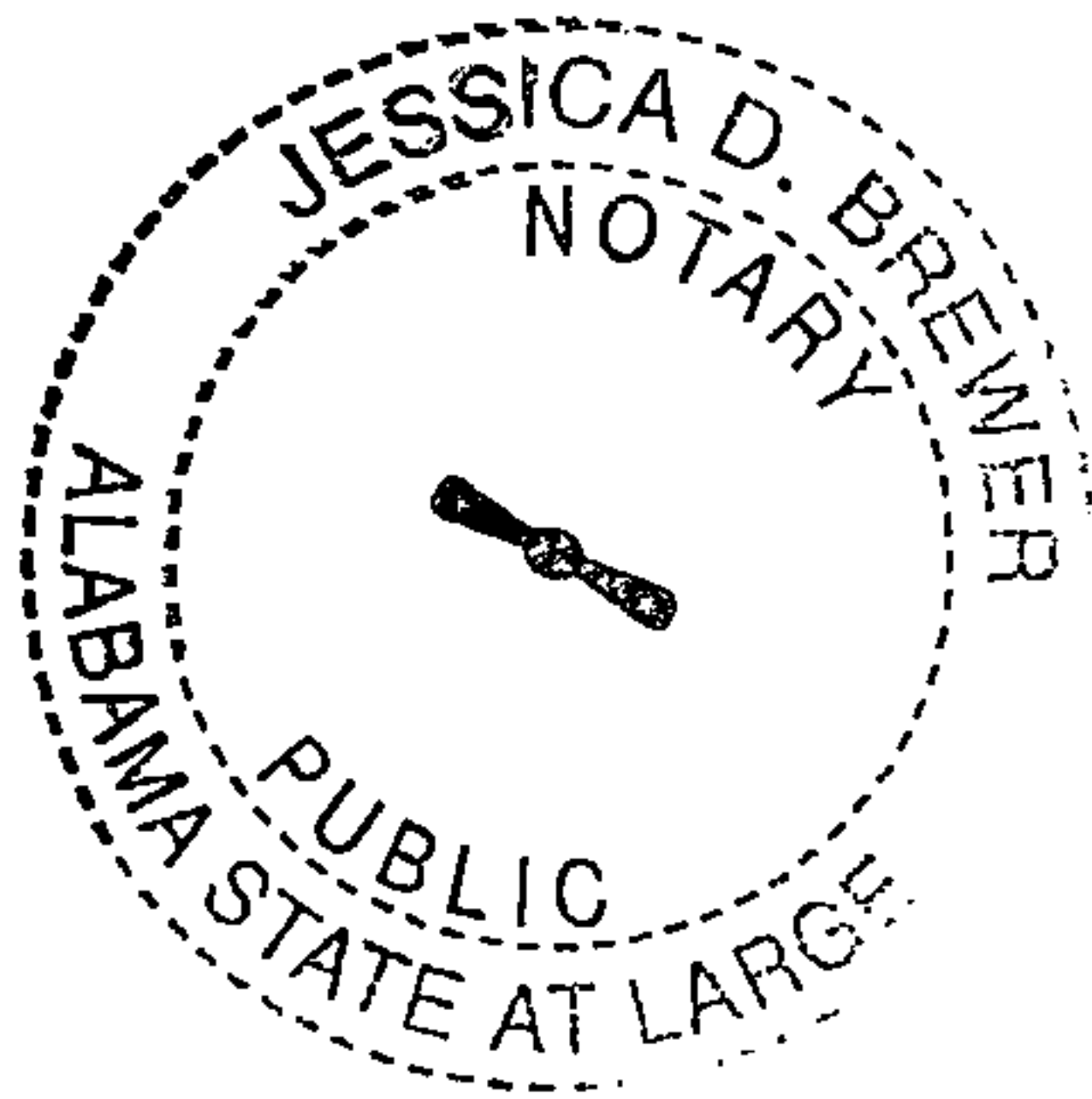
I, the undersigned Notary Public in and for said County, in said State, hereby certify that Donna M. Bruno, whose name as Managing Partner of Helena Shopping Center LLC, a _____, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 15 day of September, 2025.

Jess. D. Brewer
NOTARY PUBLIC
My Commission Expires: _____

My Commission Expires 01/07/2026

When Recorded Return To: M. Cadena
First American Title Insurance Company
National Commercial Services
5445 Corporate Drive, Ste. 175
Troy, MI 48098-2617
File No. NCS- 1252371





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TENANT'S SIGNATURE PAGE TO MEMORANDUM OF LEASE

TENANT:

**AutoZone Development LLC, a Nevada
limited liability company**

**By: AutoZone Investment Corporation, its
sole member**

By: Joshua Hughes
Name: Vice President
Its: Steven M. Stoll
Title: Vice President

Approved for execution

AS

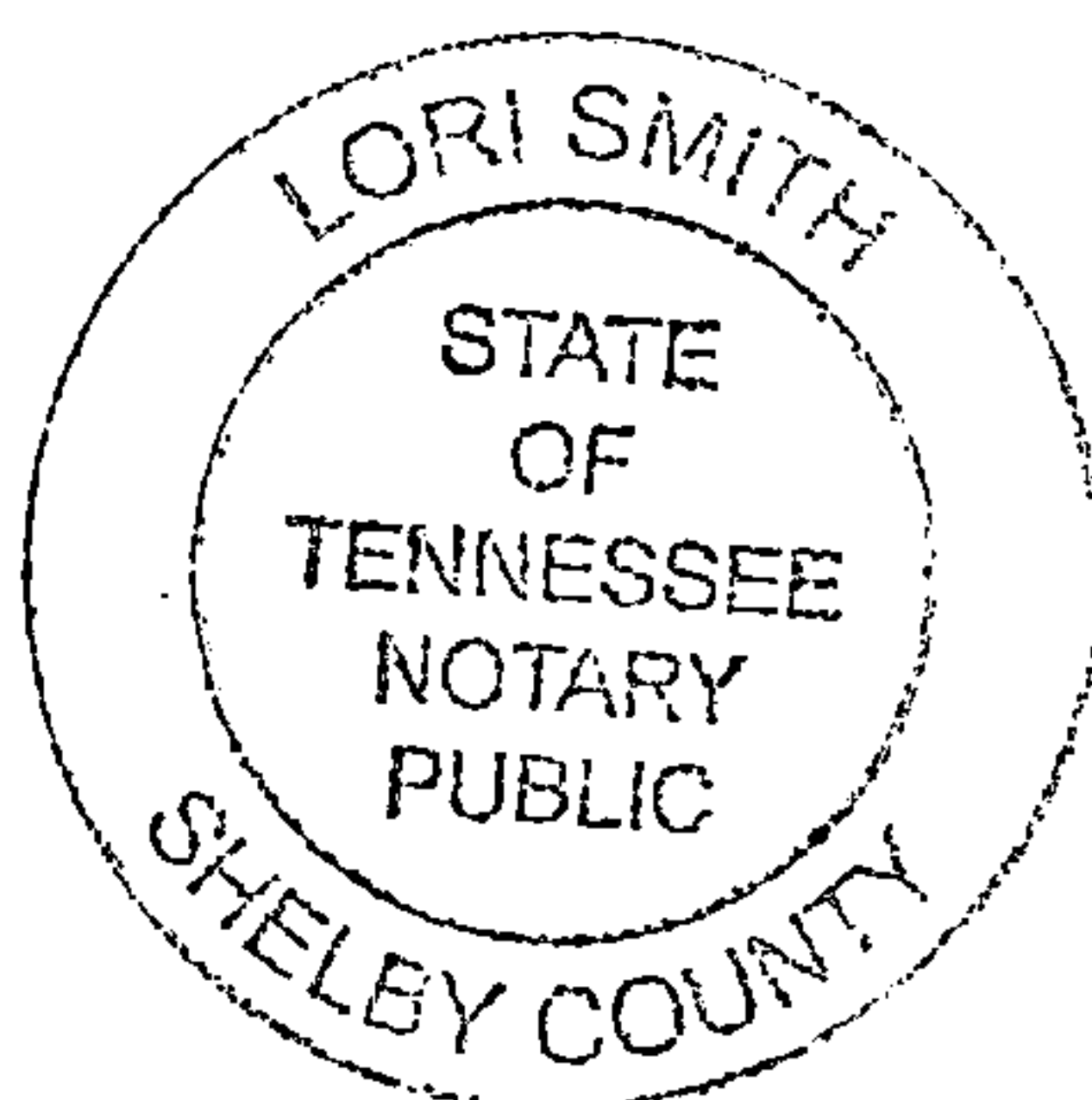
TH

STATE OF TENNESSEE)

COUNTY OF SHELBY)

Joshua Hughes / Steven M. Stoll, I, the undersigned Notary Public in and for said County, in said State, hereby certify that Steven M. Stoll, whose name as Vice President of **AutoZone Development LLC, a Nevada limited liability company**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 15th day of September, 2025.



Lori Smith
NOTARY PUBLIC

My Commission Expires: November 9, 2025



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EXHIBIT A

Legal Description of the Premises

Demised Premises

The approximate 9,240 square foot premises, located at 4685 Hwy 17, Helena, AL 35080, in Helena, Alabama, (Shelby County), and more particularly shown outlined on Exhibit "B", attached hereto, together with all improvements now existing or hereafter erected thereon.

Development

The premises, located at 4685 Hwy 17, Helena, AL 35080, in Helena, Alabama, (Shelby County), having APN # 135214001001025, and more particularly shown outlined on Exhibit "B", attached hereto, together with all improvements now existing or hereafter erected thereon, and more particularly described below:

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

PART OF LOT 1, BIG B ADDITION TO HELENA, AS RECORDED IN MAP BOOK 21, PAGE 64, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS: SURVEY AND/OR LEGAL TO BE SUPPLIED.



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EXHIBIT "B"

Development is shown outlined below

