13467384 11/19/2020 11:46:00 AM \$40.00 Book - 11063 Pg - 9746-9751 RASHELLE HOBBS Recorder, Salt Lake County, UT FIRST AMERICAN TITLE INS TN BY: eCASH, DEPUTY - EF 6 P.

SHORT FORM LEASE

THIS SHORT FORM LEASE (the "Short Form Lease") is made effective as of the 24 day of May, 2019 ("Effective Date"), by and between TPP 217 TAYLORSVILLE, LLC, a Delaware limited liability company ("Landlord"), and AUTOZONE PARTS, INC., 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 Ground 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 Taylorsville, County of Salt Lake, State of Utah, consisting of an approximate 31,000 square foot premises, 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 (also described on Exhibit "A").

- 1. TO HAVE AND TO HOLD the Demised Premises unto Tenant for a term of twenty (20) years, commencing as provided in the Lease, and ending on the last day of the month following twenty (20) years after the Commencement Date of August 1, 2020, 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 retail purpose except as provided for otherwise in the Lease.
- (c) Except as otherwise provided in the Lease or below, Landlord agrees for itself, its successors and assigns, 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 for the sale of automobile parts, supplies and/or accessories as long as the Lease is in effect. This restriction shall not apply to (i) existing tenants of the Entire Premises as of the

Effective Date, or (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 which sells auto (or similar) parts as an incidental part of its general merchandise business; provided that no such business sells automobile carburetors, starters, brakes, alternators, fuel pumps, water pumps or other coolant pumps for off-premises installation.

- (d) The Tenant shall have the right and option to extend the term of the Lease for four (4) additional terms of five (5) years each upon the same terms and conditions stated in the Lease.
- 4. By executing below, Landlord and Tenant acknowledge that upon expiration or earlier termination of the term of the Lease, whether due to a Tenant default under the Lease or otherwise, Landlord may execute and record in the real estate records of Salt Lake County, Utah a release of this Short Form Lease which shall be effective as a release of this Short Form Lease without the need for a counter signature to such instrument by Tenant, and upon recording the same, this Short Form Lease shall be of no further force or effect on the Demised Premises.

[Remainder of page intentionally blank]

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:
By: John Mearns Vice President	AUTOZONE PARTS, INC., a Nevada corporation By:
personally acquainted (or proved to me on the broath, acknowledged such person to be president instrument) of AutoZone Parts. Inc., the within liability company), and that such president or foregoing instrument for the purpose therein contemporation (or limited liability company) as V	eresident with whom I am asis of satisfactory evidence), and who, upon t (or other officer authorized to execute the named bargainor, a corporation (or limited officer as such vice President executed the tained, by personally signing the name of the ice President 2020.
STATE CONTRACT OF STATE	Wayne D. Young, Sr. Manager Commercial Escrow Title of officer My Commission Expires: November 16, 2020

ACKNOWLEDGMENTS

STATE OF TEXAS)		
COUNTY OF Dallas) ss.		
September, 2020, by John M. Of TPP 217 Taylorsville, company, on behalf of said company.	me on the 23rd day of as LLC, a Delaware limited liability	
My Commission Expires: 1013 2003 Notary Public ANNA M. WOOD	V CO - V V V C	
Notary Public, State of Texas Comm. Expires 10-03-2023 Notary ID 8529602		
STATE OF TENNESSEE COUNTY OF SHELBY		
Before me, Wayne D. Young, Sr. of the state and county mentioned, personally appeared Maria Leggett Vice President , with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be president (or other officer authorized to execute the instrument) of AutoZone Parts, Inc., the within named bargainor, a corporation (or limited liability company), and that such president or officer as such Vice President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation (or limited liability company) as Vice President .		
Witness my hand and seal, at office, this 25 day of 4	<u>た</u> , 20 <u>20</u> .	
STATE OF STATE OF PUBLIC OF PUBLIC OF PUBLIC OF PUBLIC OF PUBLIC OF THE	Wayne D. Young, Sr. Wayne D. Young, Sr. Title of officer My Commission Expires: November 16, 2020	
OF SHITTER		

EXHIBIT "A"

DESCRIPTION OF DEMISED PREMISES AND ENTIRE PREMISES

LEGAL DESCRIPTIONS

Demised Premises: The Demised Premises is depicted on Exhibit "B" attached hereto and is further described as follows:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 5400 SOUTH STREET, SAID POINT BEING S 89°53'41" W 972.30 FEET AND S 0°02'55" E 49.34 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 0°02'55" E 194.37 FEET; THENCE S 89°53'41" W 20.57 FEET; THENCE S 0°02'55" E 60.80 FEET; THENCE S 89°53'41" W 126.73 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF 1900 WEST STREET; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES; (1) N 0°00'39" W 126.52 FEET; (2) N 4°04'27" E 70.18 FEET; (3) N 0°00'39" W 55.95 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY OF 5400 SOUTH STREET, SAID POINT ALSO BEING ON THE ARC OF A 11,512.16 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT WHICH RADIUS BEARS N 0°50'29" W; THENCE ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY 142.16 FEET THROUGH A CENTRAL ANGLE OF 0°42'27" TO THE POINT OF BEGINNING and containing 0.73 acres of land, more or less.

Entire Premises: The Entire Premises is depicted on Exhibit "B" attached hereto and is further described as follows:

Beginning at a point on the South line of 5400 South Street, said point being South 89 degrees 53'41" West 660.00 feet and South 00 degrees 02'55" East 39.017 feet from the North Quarter corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence South 00 degrees 02'55" East 620.983 feet; thence North 89 degrees 53'41" East 406.50 feet; thence South 00 degrees 02'55" East 114.00 feet; thence North 89 degrees 53'41" East 200.50 feet to the West line of Redwood Road; thence South 00 degrees 02'55" East 553.239 feet along the West line of Redwood Road to the North line of 5600 South Street; thence South 89 degrees 55'04" West 1123.00 feet along the North line of 5600 South Street to the East line of 1900 West Street; thence along the East line of 1900 West Street the next 6 courses and distances: North 00 degrees 02'55" West 327.38 feet; thence Northeasterly 163.04 feet along the arc of a 500.00 foot radius curve to the right, (chord bears North 09 degrees 17'35" East 162.32 feet); thence Northeasterly 184.19 feet along the arc of a 566.00 foot radius curve to the left, (chord bears North 09 degrees 18'43" East 183.38 feet); thence North 00 degrees 00'39" West 480.36 feet; thence North 04 Degrees 04'27" East 70.18 feet; thence North 00 degrees 00'39" West 55.95 feet to the South line of 5400 South Street; thence along the South line of 5400 South Street the next 3 courses and distances: Northeasterly 253.94 feet along the arc of an 11,512.16 foot radius curve to the left, (chord bears North 88 degrees 31'35" East 253.94 feet); thence North 87 degrees 53'41" East 173.03 feet; thence Northeasterly 27.649 feet along the arc of an 11.406.16 foot radius curve to the right, (chord bears North 87 degrees 57'51" East 27.648 feet), to the point of beginning and containing 22.12 acres of land, more or less.

A.P.N. 21-15-126-084-0000

EXHIBIT "B"

DEPICTION OF DEMISED PREMISES

