

Document No.

2000-041182

AMENDED MEMORANDUM OF LEASE

THIS AMENDED MEMORANDUM OF LEASE is entered into this 1st day of March, 2000, by and between **Lake County Trust Company as Trustee for trust #1574 dated July 2, 1974**, c/o Chicago Title Company, 220 Main Street, Crown Point, IN 46307 ("Landlord"), and **AutoZone, Inc., a Nevada corporation**, having an address at Department 8700, 60 Madison Ave., Memphis, TN 38103 ("Tenant").

Return to: Statewide Title Services
of Ind. Inc.
710 E. Washington St.
Lebanon, In. 46052

WITNESSETH:

Parcel # _____

NOTICE IS HEREBY GIVEN that Landlord and Tenant have entered a lease dated September 10, 1999, under which Landlord would lease to Tenant a portion of that certain premises a part hereof (the "Lease"). The property described on Exhibit A is referred to herein as the "Shopping Center." The portion of the Shopping Center that is subject to the Lease is referred to herein as the "Demised Premises."

The provisions of this Lease became effective on September 10, 1999 (hereinafter "Execution Date"). The Term of the Lease and Rent commences on March 1, 2000 (hereinafter "Commencement Date"). The Term shall expire at midnight on February 28, 2005 or as otherwise extended or terminated as herein provided (the "Expiration Date"). Under the terms of the Lease, Tenant has the right to extend the term of the Lease for up to five (5) separate consecutive additional periods of five (5) years each. If Tenant validly exercised an option to extend the Term of this Lease, the last day of the Term as so extended shall be the Expiration Date. If this Lease is terminated, the date on which the termination becomes effective shall be the Expiration Date.

This Amended Memorandum of Lease amends and restates that certain Memorandum of Lease recorded on December 6, 1999, at 8:43 A.M. as document number 99100433 in the office of the Recorder, Lake County, Indiana. This amendment specifically defines the Execution Date, Expiration Date, Commencement Date and Demised Premises.

Section 11 of the Lease provides, in its entirety:

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 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 Shopping Center, except for the Demised Premises, as an auto parts store

1
2100
1897

or for the sale of automobile parts, supplies and/or accessories. Tenant consents to the uses of Dollar General and other current tenants in the Shopping Center at the time of execution of this Lease.

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

Landlord shall not use, lease, sell or otherwise convey all or any part of the Shopping Center to any entity which requires, or may require in the future, a denser parking use than Tenant. Denser parking use as used herein means a use the classification of which under local law requires a higher number of parking spaces per square foot of occupancy than that of Tenant. Such reduction of parking shall enforce a twenty percent (20%) reduction of Rent for as long as Landlord allows the violation of this section to continue.

Prohibited uses of the Shopping Center (whether or not prohibited by the next preceding paragraph) include but are not limited to the following: Government offices; flea market or similar business; adult entertainment, commercial indoor amusements; schools of any type; churches; car rentals or sales parking vehicles offered for lease or sale in the parking areas of Shopping Center; restaurants; nightclubs; cocktail lounges; taverns; entertainment facilities; undertaking establishments; bingo games or off-track betting agencies; post offices or postal facilities; gymnasiums, spas, tanning facilities, dance studios or health clubs; theaters, either motion picture or live; bowling alley; skating rink of any type; or any other similar uses which require excessive use of the parking area of the Shopping Center in terms of number of parking spaces or length of time of the use of the parking spaces.

Section 23 of the Lease provides:

(A) All those portions of Shopping Center shown on Exhibit "B" which are not presently occupied by buildings (hereinafter called the "Common Facilities"), shall be for the exclusive joint use of all tenants of the Shopping Center, their employees, customers and invitees and Landlord hereby grants to Tenant, its employees, customers and invitees, the right to use, in common with all other tenants of the Shopping Center, all of the Common Facilities (except that Tenant's loading area shall be reserved for Tenant's exclusive use) and any enlargement thereof for ingress and egress to and from the Demised Premises and the public streets and highways shown on Exhibit "B" and for the parking of motor vehicles in the parking areas designated on Exhibit "B" hereto.

Throughout the Term, the Common Facilities shall contain a parking area as shown on Exhibit "B", and Landlord shall not use or permit the Common

Facilities to be used for carnivals or other businesses, temporarily or permanently.

Exhibit B to the Lease is identical to Exhibit B attached hereto and made a part hereof. Exhibit A attached hereto and made a part hereof replaces Exhibit A attached to the Lease.

Any capitalized term not defined herein shall have the same meaning defined in the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the date first above written.

AutoZone, Inc., a Nevada corporation
("Tenant")

Lake County Trust Company as Trustee for trust #1574 dated July 2, 1974
("Landlord")

By: Wm. David Gilmore
Name: Wm. David Gilmore

By: Thomas J. Fleming
Name: Thomas J. Fleming

Title: Vice President

By: Patricia A. Fleming
Name: Patricia A. Fleming

By: Donald R. Rawlins

By: Anthony P. Fleming
Name: Anthony P. Fleming

Name: Donald R. Rawlins
Title: Asst. Secretary

By: Terri L. Fleming
Name: Terri L. Fleming

Date: 3-01-2000

Date: 3-14-00

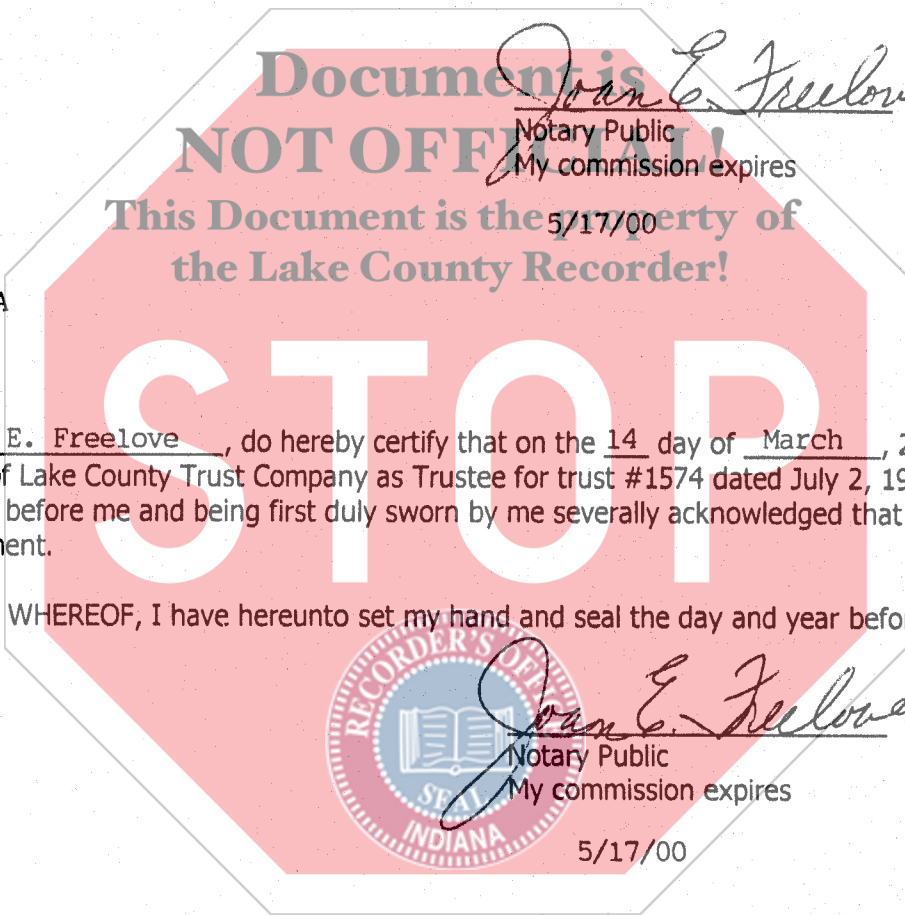
FINAL DOCUMENT:
Approved by AutoZone
Legal & Business Personnel
B.O. B.O.

STATE OF INDIANA

COUNTY OF LAKE

I, Joan E. Freelove, do hereby certify that on the 14 day of March, 2000, Thomas J. Fleming of Lake County Trust Company as Trustee for trust #1574 dated July 2, 1974, personally appeared before me and being first duly sworn by me severally acknowledged that he signed the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



STATE OF INDIANA

COUNTY OF LAKE

I, Joan E. Freelove, do hereby certify that on the 14 day of March, 2000, Patricia A. Fleming of Lake County Trust Company as Trustee for trust #1574 dated July 2, 1974, personally appeared before me and being first duly sworn by me severally acknowledged that he signed the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

STATE OF INDIANA

COUNTY OF LAKE

I, Joan E. Freelove, do hereby certify that on the 14 day of March, 2000, Anthony P. Fleming of Lake County Trust Company as Trustee for trust #1574 dated July 2, 1974, personally appeared before me and being first duly sworn by me severally acknowledged that he signed the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

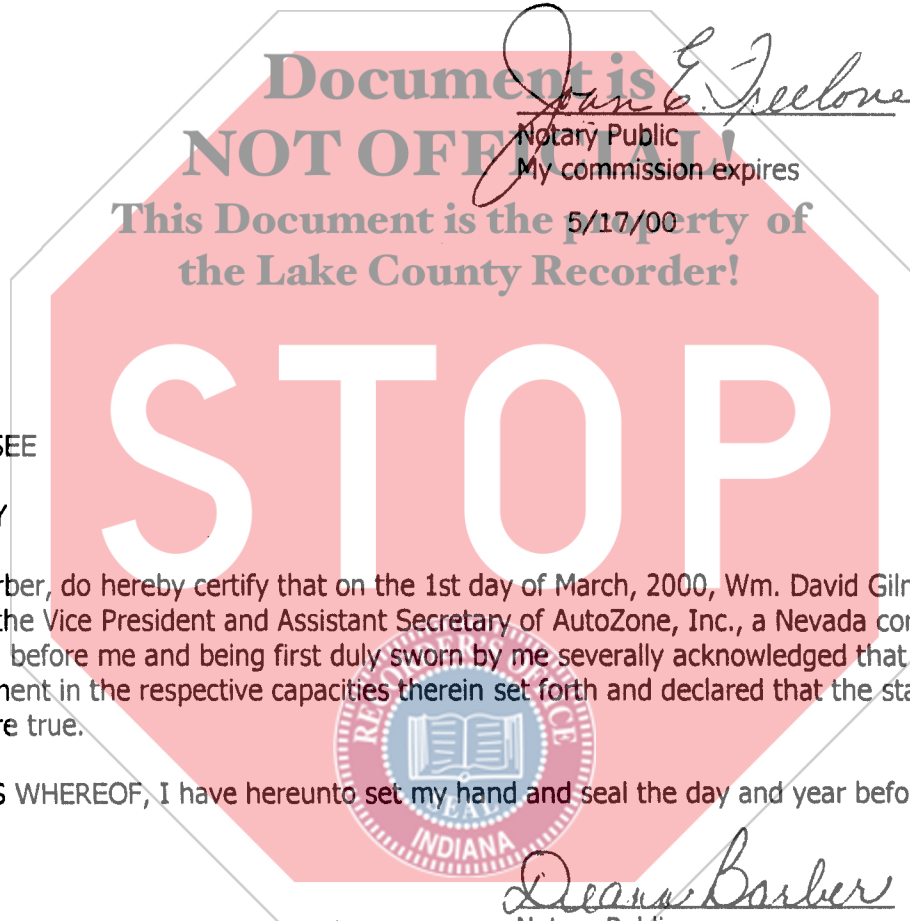
Joan E. Freelove
 Notary Public
 My commission expires
 5/17/00

STATE OF INDIANA

COUNTY OF LAKE

I, Joan E. Freelove, do hereby certify that on the 14 day of March, 2000, Terri L. Fleming of Lake County Trust Company as Trustee for trust #1574 dated July 2, 1974, personally appeared before me and being first duly sworn by me severally acknowledged that he signed the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



STATE OF TENNESSEE

COUNTY OF SHELBY

I, Deana Barber, do hereby certify that on the 1st day of March, 2000, Wm. David Gilmore and Donald R. Rawlins, the Vice President and Assistant Secretary of AutoZone, Inc., a Nevada corporation, personally appeared before me and being first duly sworn by me severally acknowledged that they signed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Deana Barber
Notary Public
My commission expires: 5/23/2000



EXHIBIT A

PARCEL 1: Part of the Southeast 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 8 West of the 2nd Principal Meridian, described as follows: BEGINNING at a point in the center line of Main Street at a point 224 feet North of the Southeast corner of said Southeast 1/4 of the Southwest 1/4 of Section 5; thence North 196 feet, 10 inches to a point which is the Southeast corner of the tract of land deeded by Loraine Lenz Carroll Newman, to Adah H. Mueller and Melvin W. Mueller, husband and wife, by Quit Claim Deed dated December 1, 1959 and recorded December 3, 1959, as document #221516; thence West along the South line of said Mueller tract 320 feet, more or less, to a point in the center line of Court Street which point is 420 feet 10 inches North of the South line of the Southeast 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 8 West of the 2nd Principal Meridian; thence South along the center line of Court Street to a point which is 204 feet North of the South line of the said Southeast 1/4 of the Southwest 1/4 of Section 5; thence East on a line parallel to the South line of the Southeast 1/4 of the Southwest 1/4 of Section 5, 150 feet; thence North 20 feet to a point; thence East 170 feet to the PLACE OF BEGINNING, in the City of Crown Point, Lake County, Indiana.

PARCEL 2: A part of the Southeast 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 8 West of the 2nd Principal Meridian, described as follows: COMMENCING at a point in the center of Main Street in the City of Crown Point, 198 feet South of a point where the North line of Porter Street in Railroad Addition to the Town of Crown Point Intersects Canal Trustee's Subdivision the said center line of Main Street, running thence South along the center of line of Main Street, a distance of 74 feet 4 inches to a point which is 420 feet 10 inches North of the South line of the Southeast 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 8 West of the 2nd Principal Meridian; thence West 320 feet, more or less, to a point in the center line of Court Street which point is 420 feet 10 inches North of the South line of the Southeast 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 8 West; thence North along the center line of Court Street to a point which is the Northwest corner of the tract of land deeded to Adah H. Mueller and Melvin W. Mueller, husband and wife, by Warranty Deed recorded August 13, 1947 in Deed Record 788, Page 389; thence East along the North line of said Mueller tract 320 feet, more or less to the PLACE OF BEGINNING, in the City of Crown Point, Lake County, Indiana.

EXHIBIT "B"

Plot Plan of the Shopping Center:

