

**SHORT FORM LEASE**

**THIS SHORT FORM LEASE** is made on the 3rd day of August 1998, between **John and Connie Mataragas** hereinafter called "Landlord," and **AutoZone, Inc.**, a Nevada corporation, hereinafter called "Tenant."

**WITNESSETH:**

For and in consideration of One Dollar (\$1.00) and other valuable consideration paid and to be paid by Tenant to Landlord, Landlord does demise and lease unto Tenant and Tenant does lease and take from Landlord upon the terms and conditions and subject to the limitations more particularly set forth in a certain Lease Agreement between Landlord and Tenant, bearing even date herewith, to which Lease Agreement 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 is set out verbatim herein, certain premises situated in the City of Bridgeview, County of Cook, State of Illinois, consisting of the real property described on Exhibit "A" attached hereto and made a part hereof and as further described by the Exhibit "B" attached hereto and made a part hereof, together with improvements placed or to be placed thereon.

DEC 22 1998 J.R.A.

**TO HAVE AND TO HOLD** the above described premises unto Tenant for a term of fifteen (15) years, commencing and ending as provided in the Lease Agreement, unless modified as herein provided.

**LANDLORD** in said Lease Agreement has granted to Tenant certain rights to renewal options which are exercisable by Tenant as provided in said Lease Agreement.

Among other things, the Lease contains the following provisions:

**RIGHT OF FIRST REFUSAL TO PURCHASE.** Tenant shall have the right of first refusal to purchase the Demised Premises as set forth below. If at any time during the Term, Landlord shall receive a bona fide offer from a third party for the purchase of the Demised Premises, which offer Landlord shall desire to accept, Landlord shall promptly deliver to Tenant a copy of the offer and Tenant may, within fifteen (15) days thereafter, elect to purchase the Demised Premises on the same terms as set forth in the offer.

Tenant's right of first refusal shall remain applicable to all offers to purchase the Demised Premises. If Landlord shall sell the Demised Premises after a failure of Tenant to exercise its rights of first refusal, such sale shall be subject to this Ground Lease, and the right of first refusal shall continue and shall be applicable to subsequent sales of the Demised Premises. If any acceptable third party offer to Landlord shall include other property, Tenant's right of first refusal shall at Tenant's option, be either (a) applicable to the entire premises covered by such offer; or (b) applicable to the Demised Premises only, at a purchase price which shall be that part of the price offered by the third party which the value of the Demised Premises shall bear to the value of all property included in the third party offer so long as said division of the property sale does not preclude the third party from purchasing the remaining property.

If the Demised Premises shall be conveyed to Tenant under this right of first refusal, any prepaid Rent shall be apportioned and applied on amount of the purchase price.

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If any acceptable third party offer shall be for part of the Demised Premises, Tenant may elect that: (i) Tenant's right of first refusal shall be applicable thereto; or (ii) Tenant may purchase the entirety of the Demised Premises at a purchase price computed by applying to the entirety of the Demised Premises the rate applicable to the part of the Demised Premises included in the third party offer; or (iii) Tenant may abstain from exercising its right of first refusal, in which event Landlord's conveyance of part of the Demised Premises shall have no effect on either this Ground Lease or Tenant's right of first refusal, and shall be subject to this Ground Lease.

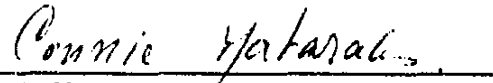
LANDLORD has agreed with Tenant that any mortgage placed on the premises or to be placed on the premises shall provide for non-disturbance of Tenant in the event of foreclosure, provided Tenant shall not default in the performance of its obligations under said Lease Agreement. Tenant has agreed that it will attorn to the mortgagee in possession or the purchaser at or in lieu of foreclosure provided its possession shall not be disturbed.

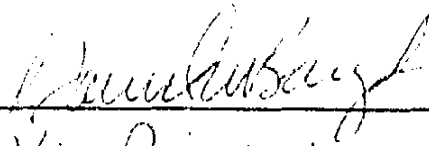
IN WITNESS WHEREOF, Landlord and Tenant have caused this Short Form Lease to be executed on the day and year first written above.

LANDLORD:

TENANT: AutoZone, Inc.,  
a Nevada corporation

  
\_\_\_\_\_  
John Mataragas

  
\_\_\_\_\_  
Connie Mataragas

By:   
\_\_\_\_\_

Title: Vice President

By:   
\_\_\_\_\_

Title: Vice President

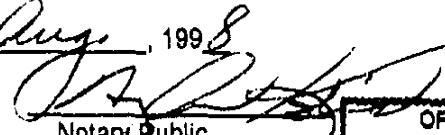
Prepared by: *and return to:*  
Larry Ledbetter, Attorney  
AutoZone, Inc.  
60 Madison Avenue (38103)  
P. O. Box 2198  
Memphis, TN 38101

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STATE OF INDIANA )  
 ) SS:  
COUNTY OF )

This day, before me, a Notary Public of the State and County aforesaid, personally appeared John Mataragas with whom I am personally acquainted and who upon oath acknowledged himself to be the Seller in the foregoing document and acknowledge the signing to be his voluntary act.

Witness my hand and official seal this 7th day of Aug, 1998  
  
Notary Public

My Commission Expires: Apr. 18 2000  
County of Residence: Cook



Common Address: 141 W. WASHINGTON, CHICAGO, IL 60602

STATE OF INDIANA )  
 ) SS:  
COUNTY OF )

This day, before me, a Notary Public of the State and County aforesaid, personally appeared Connie Mataragas with whom I am personally acquainted and who upon oath acknowledged herself to be the Seller in the foregoing document and acknowledge the signing to be her voluntary act.

Witness my hand and official seal this \_\_\_ day of \_\_\_, 199\_\_  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_  
Common Address: \_\_\_\_\_

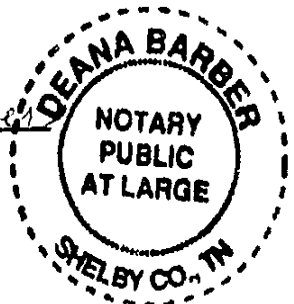
STATE OF TENNESSEE )  
 ) SS:  
COUNTY OF SHELBY )

Before me, a Notary Public in and for said County and State, personally appeared David W. Barczak and Wm. David Gilmore, Vice Presidents of AutoZone, Inc., a Nevada corporation, who acknowledged execution of the foregoing Deed for and on behalf of said Grantor, and who having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 4th day of August 1998.

My Commission Expires: 5/23/2000

Signature Deana Barber  
Notary Public



County of Residence: Shelby  
Common Address: 60 Madison Avenue, Memphis, TN 38103

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EXHIBIT "A"

The Demised Premises:

The real property shown as the "Demised Premises" on Exhibit "B" hereto having a frontage of Two Hundred Forty (240) feet and a depth of One Hundred Seventy (170) feet, and an overall area of Forty Thousand Eight Hundred (40,800) square feet.

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EXHIBIT "B"

Plot Plan of the Demised Premises:

To be attached upon completion of survey

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18-36-100-104

7801 W. 79th St

18-36-100-105

BRIDGEVIEW, IL

18-36-100-017

18-36-100-014

REPORT OF SURVEY  
OF PROPERTY DESCRIBED AS:

Lots 1 and 2 as designated upon the plat of Mataragas Subdivision, being a subdivision of the East 120 feet of the West 300 feet of the North 230 feet (except that part thereof lying northerly of the following described line. That part of said premises lying North of a line drawn from a point in the East line of the East 500 feet of the East 1/2 of the West 1/2 of the Northwest 1/4 of Section 36, distant 58.25 feet South of the North line of Section 36, to a point in the East line of the West 180 feet of the East 1/2 of the West 1/2 of the Northwest 1/4 of Section 36, 59.67 feet South of the North line of Section 36, as stated in Circuit Court Case No. 54 S 19501) of the East 1/2 of the West 1/2 of the Northwest 1/4 of Section 36, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

The East 60 feet of the West 420 feet of the North 230 feet of the East 1/2 of the West 1/2 of the Northwest 1/4 of Section 36, Township 38 North, Range 12 East of the Third Principal Meridian (Except that part of said premises lying North of a line drawn from a point in the East line of the East 60 feet of the West 420 feet of the North 230 feet of the East 1/2 of the West 1/2 of the Northwest 1/4 of said Section 36, distant 57.77 feet South of the Northeast corner thereof, to a point in the West line of the East 60 feet of the West 420 feet of the North 230 feet of the East 1/2 of the West 1/2 of the Northwest 1/4 of said Section 36, distant 58.25 feet South of the Northwest corner thereof and excepting therefrom that part previously dedicated or used for West 79th Street) in Cook County, Illinois.

ALSO

The East 60 feet of the West 360 feet of the North 230 feet of the East 1/2 of the West 1/2 of the Northwest 1/4 of Section 36, Township 38 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois.

ALSO DESCRIBED AS:

Beginning at the Northwest Corner of Mataragas Subdivision, being a subdivision of part of the East 1/2 of the West 1/2 of the Northwest 1/4 of Section 36, Township 38 North, Range 12 East of the Third Principal Meridian, the Plat of which is recorded in the Recorder's Office of Cook County Illinois as Document No. 24 614 906; thence North 88 degrees 39 minutes 10 Seconds East, along the North Line of said Mataragas Subdivision and along said North Line extended, a distance of 240.05 feet; thence South 0 degrees 45 minutes 43 seconds East along a line which is Parallel to and 240.04 feet perpendicularly distant from the West line of said Mataragas Subdivision, a distance of 172.23 feet to a point which lies in the Easterly extension of the South line of said Mataragas Subdivision; thence South 89 degrees 06 minutes 23 seconds West, along said Easterly extension and along the South Line of said Mataragas Subdivision, a distance of 240.04 feet to the Southwest corner of said Mataragas Subdivision; thence North 0 degrees 45 minutes 43 seconds West, along the West Line of said Mataragas Subdivision, a distance of 170.33 feet to the Point of Beginning, containing 41.114 square feet

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