

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
CSK Auto, Inc.
Attn: Legal Dept.
645 E. Missouri Ave., Suite 400
Phoenix, AZ 85012
Store No. 1636

ASPEN 48678
SUBORDINATION, NON-DISTURBANCE AND
ATTORNMEN T AGREEMENT

THIS AGREEMENT, dated the 30th day of November, by and among VALLEY OF THE ROGUE BANK, an Oregon corporation (hereinafter called "Beneficiary"), DAVID C. MICHAELIS AND BETTY J. MICHAELIS, husband and wife ("Borrower" / "Landlord") and CSK AUTO, INC., an Arizona corporation (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, Tenant and Landlord have entered into a Lease dated September 18, 1998 (the "Lease") covering approximately 35,000 square feet of certain real property ("Property") located in the City of Klamath Falls, County of Klamath, State of Oregon which described on Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, Beneficiary is the holder of that certain note (the "Note") made by Borrower, as maker, to the order of Beneficiary, as holder, which evidenced the making of a loan (the "Loan"), which Note is secured by, among other things, that certain Deed of Trust recorded in Book M-98, Page 36933 as Document Number 67516, in the office of the Klamath County Recorder.

NOW, THEREFORE, in consideration of the Property and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. The Lease is and shall be subject and subordinate to the Deed of Trust referenced above, including any ancillary and or supplementary documents thereto (e.g. Assignment of Rents or other security filings) and to all renewals, modifications, consolidations, replacements and extensions thereof (collectively, the "Deed of Trust"), insofar as it affects the Property, to the full extent of the principal sum secured thereby and interest thereon.

2. Tenant agrees that it shall attorn to and recognize any purchaser at a foreclosure sale under the Deed of Trust, any transferee who acquires the Property by deed in lieu of foreclosure or any other realization proceeding, and the successors and assigns of such purchasers and transferees, as its landlord under the Lease for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the same terms and conditions set forth in the Lease.

3. Beneficiary agrees to and shall immediately acknowledge, act in a manner consistent with and honor all of Tenant's rights under the Lease as well as all of the Landlord's obligations under the Lease. To the extent that enforcement of any provision of the Deed of Trust makes it impossible or impracticable for the Landlord to perform its obligations under the Lease (for example, provisions of the Deed of Trust governing use of casualty insurance proceeds or condemnation proceeds), Beneficiary agrees to and shall waive the enforcement of any such provision to permit Landlord to perform its obligations under the Lease.

4. In the event that it should become necessary to foreclose or otherwise realize upon the Property, Beneficiary or Beneficiary's successors or assigns hereunder shall not terminate the Lease, interfere with Tenant's use, possession or enjoyment of the Property nor join Tenant in summary or foreclosure or other realization proceedings so long as no event has occurred and continued without cure for a period of time entitling the party denominated as landlord under the Lease to terminate the Lease.

5. In the event that Beneficiary shall succeed to the interest of landlord under the Lease, Beneficiary shall not be bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord) except to the extent required otherwise under the Lease.

6. (i) In the event of foreclosure or other conveyance under the Deed of Trust, the Property shall be conveyed subject to the Lease and this Agreement, and the transferee or transferee's successors or assigns (hereinafter the "Deed of Trust Purchaser") of the Property at the foreclosure sale or other conveyance, whether the Deed of Trust Purchaser be the Beneficiary or a third party, shall be bound as landlord under the Lease to the Tenant under all the terms, covenants, and conditions of the Lease, and the Tenant shall, from and after the Deed of Trust Purchaser's succession to the interest of the landlord under the Lease, be bound to the Deed of Trust Purchaser as tenant under the Lease and shall have the same remedies against the Deed of Trust Purchaser for the breach of any agreement contained in the Lease after the date of Purchaser's succession to the Landlord's interest under the Lease that Tenant might have had under the Lease against the landlord thereunder if the Deed of Trust Purchaser had executed the Lease as landlord.

(ii) Notwithstanding the foregoing, Beneficiary shall have no liability for any landlord defaults and shall not be subject to any defense or claim which arose before Beneficiary acquired title (a) except to the extent the condition or circumstance giving rise to the default is continuing at or after the time Beneficiary acquired title and (b) unless Tenant previously had given Beneficiary written notice (in the manner provided herein) of the default and/or had given Beneficiary the same opportunity from such notice to cure the default as would be available to the landlord under the Lease.

(iii) Tenant agrees that unless Beneficiary acquires title, Beneficiary shall not be bound by any material waiver or amendment to the Lease entered into after the date of this Agreement or bound by any termination of the Lease to which Beneficiary had not previously been given notice (in the manner provided herein).

7. The laws of the state in which the Property is located shall govern the validity, performance and enforcement of this Agreement.

8. The covenants, terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

9. Any notice required or permitted to be given hereunder shall be in writing and may be served personally, or by certified mail, return receipt requested, addressed to the parties at the following addresses:

TENANT:	CSK Auto, Inc. 645 E. Missouri Avenue Phoenix, Arizona 85012 Attn: Legal Department Store #1636
BENEFICIARY:	Valley of the Rogue Bank 210 E., 10 th Street Medford, Oregon 97501 Attention: Fred Moran, Vice President
BORROWER/ LANDLORD:	David C. Michaelis & Betty J. Michaelis c/o Michaelis & Company 1225 Crater Lake Avenue Suite 111 Medford, Oregon 97504

Each party may designate a different address for the receipt of notices by providing written notice thereof to the other party.

10. If there is any litigation between any of the parties to this Agreement to enforce or interpret any provisions hereof or rights arising hereunder, the losing party in such litigation, as determined by the court, shall pay to the prevailing party, as determined by the court, all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the prevailing party in connection with such litigation, with such attorneys' fees to be determined by the court sitting without a jury.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first hereinabove written.

BENEFICIARY

VALLEY OF THE ROGUE BANK,
an Oregon corporation

By: *William F. Moran*
Its: Vice President

TENANT

CSK AUTO, INC.,
an Arizona corporation

By: *Lon B. Novatt*
Lon B. Novatt
Senior Vice President

By: *Kevin J. Gorman*
Kevin J. Gorman
Assistant Secretary

BORROWER/LANDLORD

David C. Michaelis
DAVID C. MICHAELIS

Betty J. Michaelis
BETTY J. MICHAELIS

STATE OF Oregon)

) ss.

COUNTY OF Jackson)

On this 30th day of November, 1998 before me, Kelly Sue Rhodes, personally appeared David C. Michaelis and Betty J. Michaelis, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kelly Sue Rhodes
Signature of Notary Public

My Commission Expires April 17, 2000STATE OF Oregon)

) ss.

COUNTY OF Jackson)

On this 30th day of November, 1998 before me, Kelly Sue Rhodes, personally appeared Fred Moran and —, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kelly Sue Rhodes
Signature of Notary Public

My Commission Expires April 17, 2000

46094

STATE OF ARIZONA

)

) ss.

COUNTY OF MARICOPA

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On this 8th day of Nov., 1999 before me, Esperanza Ross personally appeared Lon B. Novatt and Kevin J. Groman, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Esperanza Ross
Signature of Notary Public

Aug 15, 2002
My Commission Expires



EXHBIT "A"

Parcel 1 of Land Partition 74-96 as revised by PLA's 8-97 & 32-98.

A tract of land being Parcel 1 of Land Partition 74-96 as revised by Property Line Adjustments 8-97 and 32-98, situated in the NE 1/4 of Section 4, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, also known as a portion of Lot 2, Block 2, WASHBURN PARK, TRACT 1080, more particularly described as follows:

Beginning the the Northeast corner of said Parcel 1 as revised by Property Line Adjustment 8-97; thence South $00^{\circ}03'30''$ West 93.83 feet to the Northeast corner of Parcel 1 of Minor Land Partition 12-86; thence North $89^{\circ}56'30''$ West, along the North line of said Parcel 1 of Minor Land Partition 12-86 and it's extension, 373.02 feet; thence North $00^{\circ}03'30''$ East 93.83 feet to a point on the South line of said Parcel 1 as revised by Property Line Adjustment 8-97; thence South $89^{\circ}56'30''$ East 373.02 feet to the point of beginning.

Code 26 Map 3909-4AD TL 405

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 16th day
of December A.D., 19 98 at 3:26 o'clock P. M., and duly recorded in Vol. M98
of Mortgages on Page 46089.

FEE \$40.00

Bernetha G. Letsch, County Clerk
By Kathleen Ross