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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

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum") is made and given this 19 day of January, 1999, by DAVID C. MICHAELIS and BETTY J. MICHAELIS, as tenants by the entirety ("Landlord") and CSK AUTO, INC., an Arizona corporation ("Tenant").

WITNESSETH:

1. David C. Michaelis, an individual ("Michaelis") and Tenant entered into a Lease dated September 18, 1998 (the "Lease") pertaining to certain property and improvements (the "Premises"). Landlord assumes the Lease and all obligations of Michaelis as landlord under the Lease, and agrees to perform and be bound as the landlord under the Lease and to comply with all of the terms, covenants and conditions thereof. Landlord leases to Tenant and Tenant leases from Landlord the Premises pursuant to the Lease. Capitalized terms used in this Memorandum but not defined shall have the meaning given in the Lease.
2. The Premises is legally described on Exhibit "A" attached hereto and by this reference incorporated herein.
3. The Lease provides for a Main Term of fifteen (15) years, commencing at the time specified in the Lease, with options to extend the Main Term for two (2) additional periods of five (5) years each.
4. The Lease provides that so long as the Premises is used for the retail sale of automotive parts, supplies and accessories, no other tenant or occupant of any other property owned by Landlord or an affiliate or entity controlled by Landlord within a one-half (1/2 mile) radius of the Premises shall be entitled to sell automotive parts, supplies and accessories, other than as an incidental and non-material portion of the goods sold by such tenant, subject only to rights granted any tenant under a lease in existence as of the date of this Lease.
5. Other terms and conditions pertaining to the Lease are set forth in the Lease, which is incorporated herein by this reference.

6. This Memorandum may be executed in any number of counterparts, each of which shall be deemed as original, but all of which together shall constitute one in the same agreement.

7. This Memorandum is a short form for recording purposes only, and is not a complete summary of the Lease. In the event of any inconsistency between the terms of this Memorandum and terms of the Lease, the terms of the Lease shall prevail.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the day and year first above written.

LANDLORD

David C. Michaelis
DAVID C. MICHAELIS

Betty J. Michaelis
BETTY J. MICHAELIS

TENANT

CSK AUTO, INC.,
an Arizona corporation

By:

Lon B. Novatt
Senior Vice President

By:

Kevin J. Groman
Assistant Secretary

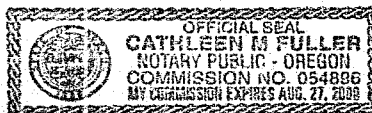
STATE OF Oregon)
) ss.
 COUNTY OF Jackson)

On this 19th day of January, 1999 before me, Cathleen M. Fuller, 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.

Cathleen M. Fuller
 Signature of Notary Public

My Commission Expires 8-27-00



STATE OF Arizona)
) ss.
 COUNTY OF MARICOPA)

On this 25th day of Jan., 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

My Commission Expires Aug 15, 2002

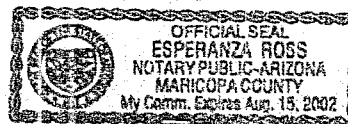


EXHIBIT "A" TO THE MEMORANDUM OF LEASE

Legal Description of Premises

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 Northeast ¼ of Section 4, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the northeast corner of said Parcel 1, as revised by Property Line Adjustment 8-97, thence South 00 03' 30" West 93.83 feet to the northeast corner of Parcel 1 of Minor Land Partition 12-86, thence North 89 56' 30" West, along the north line of said Parcel 1 of Minor Land Partition 12-86 and its extension, 373.02 feet; thence North 00 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 56' 30" East 373.02 feet to the point of beginning.

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 4th day
of February A.D. 1999 at 3:37 o'clock P. M., and duly recorded in Vol. M99
of Deeds on Page 4316

Linda Smith, County Clerk

FEE

\$45.00

by

Kathleen Ross