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WHEN RECORDED MAIL TO:

HOLLYWOOD ENTERTAINMENT  
CORPORATION  
9275 SW Peyton Lane  
Wilsonville, OR 97070

State of Oregon, County of Klamath  
Recorded 01/09/2002 12:30 p. m.  
Vol M02, Pg 1392 - 1396  
Linda Smith, County Clerk  
Fee \$ 41.00 # of Pgs 5

\_\_\_\_\_  
SPACE ABOVE THIS LINE FOR RECORDER'S USE

### MEMORANDUM OF LEASE

This is a Memorandum of Lease made in reference to that certain Lease Agreement dated September 21, 1999, amended by the First Amendment to Lease dated November 24, 1999, Second Amendment to Lease dated December 6, 1999; by and between BURL WARREN, an unmarried man, and WILLIAM BUCKNER AND JODY BUCKNER, husband and wife ("Landlord") whose address is c/o Coldwell Banker Holman Premier Realty, 3815 South 6<sup>th</sup> Street, Klamath Falls, Oregon, 97603, and HOLLYWOOD ENTERTAINMENT CORPORATION, an Oregon corporation ("Tenant") whose address is 9275 SW Peyton Lane, Wilsonville, Oregon 97070, upon the following terms:

1. Date of Lease: September 21, 1999
2. Description of Premises: 5518 South 6<sup>th</sup> Street, Klamath Falls, Oregon, 97603, more particularly described on Exhibit A, attached hereto.
3. Lease Commencement Date: September 21, 1999
4. Term: Ten (10) years
5. Renewal Option(s): Two (2) Five (5) year Option Periods
6. Purchase Option(s): None
7. Right of First Refusal Option: None
8. Exclusive: The Lease contains the following provision:

**5.4 Exclusivity.** Landlord covenants and agrees that during the term of the Lease, including any Option Periods, Tenants, so long as Tenant is not in default under any significant term or condition of this Lease, shall have the exclusive right in the Shopping Center owned by Landlord to sell, rent, license and/or distribute pre-recorded video cassettes, tapes, and disks, entertainment software, and video merchandise, including the sale and/or rental of any substitutes for, or items which are a technological evolution of, any of the foregoing items. Nothing contained herein shall limit or restrict any tenant, existing or future, from selling blank or unrecorded video cassettes or selling instructional and promotional video cassettes. Landlord covenants and agrees that it will not lease or rent any commercial building within its control within a two (2) mile radius of the Premises to an entity that will materially compete with Tenant's business as defined in the Permitted Use provision of this Lease.

The purpose of this Memorandum of Lease is to give record notice of the lease and of the rights created thereby, all of which are hereby confirmed.

IN WITNESS WHEREOF the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

**LANDLORD:**

**William & Jody Bruckner,  
Husband & wife, and  
Burl Warren, an unmarried man**

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

*William Bruckner*  
**William Bruckner**

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

*Jody Bruckner*  
**Jody Bruckner**

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

*Burl Warren*  
**Burl Warren**

**TENANT:**

**Hollywood Entertainment Corporation,  
an Oregon corporation**

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

*Eric O. English*  
**Eric O. English**

**Senior Vice President and General Counsel**

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**LANDLORD:**

**William & Jody Bruckner,  
Husband & wife, and  
Burl Warren, an unmarried man**

By: \_\_\_\_\_  
**William Buckner**  
 By: \_\_\_\_\_  
**Jody Buckner**  
 By: *Burl Warren*  
**Burl Warren**

**TENANT:**

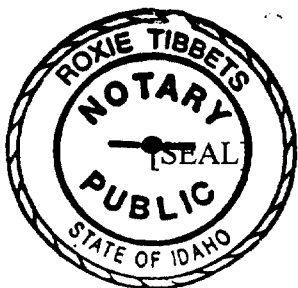
**Hollywood Entertainment Corporation,  
an Oregon corporation**

By: *[Signature]*  
**Eric O. English**  
**Senior Vice President and General Counsel**

STATE OF Idaho )  
COUNTY OF Ada )SS

On October 18, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared William J. Buckner, 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 capacity(ies), 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.

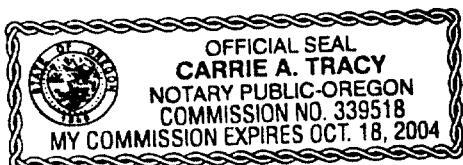
WITNESS my hand and official seal.



Roxie Tibbets  
Expires 6-2002

STATE OF OREGON )  
)SS  
COUNTY OF CLACKAMAS )

On July 9, 2001, before me, Carrie A. Tracy, Notary Public in and for said County and State, personally appeared Eric O. English, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

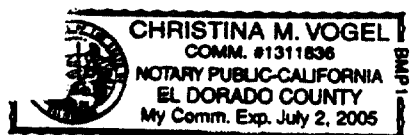
Carrie A. Tracy

[SEAL]

STATE OF California )  
COUNTY OF El Dorado )SS

On October 24, 2001, before me, Christina M. Vogel, a Notary Public in and for said State, personally appeared Burl Warren, ~~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 capacity(ies), 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.

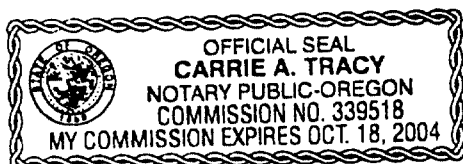


Christina M. Vogel

[SEAL]

STATE OF OREGON )  
COUNTY OF CLACKAMAS )SS  
)

On July 9, 2001, before me, Carrie A. Tracy, Notary Public in and for said County and State, personally appeared Eric O. English, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Carrie A. Tracy

[SEAL]