

**THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING, RETURN TO:**

GE Commercial Finance  
Business Property Corporation,  
a Delaware corporation  
10900 NE 4th Street, Suite 500  
Bellevue, Washington 98004  
Attn: Middle Market Operations  
Loan Number: 6321275-001

[Space above reserved for recorder's use only]

**SUBORDINATION, NONDISTURBANCE, ATTORNMENT  
AND LESSEE-LESSOR ESTOPPEL AGREEMENT**

**THIS SUBORDINATION, NONDISTURBANCE, ATTORNMENT AND LESSOR-LESSEE ESTOPPEL AGREEMENT** (this "Agreement") is made effective as of December 29, 2005, by and between **CSK AUTO, INC.**, an Arizona corporation ("Tenant"), whose address is 645 E. Missouri Avenue Suite 400, Phoenix, Arizona 85012, and **GE COMMERCIAL FINANCE BUSINESS PROPERTY CORPORATION**, a Delaware corporation ("Lender"), whose address is 10900 NE 4<sup>th</sup> Street, Suite 500, Bellevue, Washington 98004.

**RECITALS**

A. Tenant is the present lessee under a lease (the "Lease") dated April 20, 2005 and modified by a Lease Amendment dated June 24, 2005, made by Tenant and **THE MOKITA FAMILY TRUST** (as successor-in-interest to DL Capital, LLC, a Utah limited liability company) ("Landlord"), demising the premises described on Exhibit A (the "Premises").

B. Tenant has been advised that the Lease has been or will be assigned to Lender as security for a loan with an original principal balance of **\$1,120,000.00** (the "Loan") secured by a trust deed (the "Trust Deed") to be recorded concurrently herewith covering the Premises.

C. A condition precedent to Lender's disbursement of the proceeds of the Loan is that Landlord obtain this Agreement from Tenant in order to confirm certain matters and to subordinate the Lease and Tenant's interest in the Premises to the lien of the Trust Deed.

D. It will be of benefit to Tenant if Lender disburses the proceeds of the Loan to Landlord.

**NOW, THEREFORE**, for and in consideration of the recitals listed above and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and confessed by Tenant:

1. Tenant shall promptly provide Lender at its Middle Market Operations Department, 10900 NE 4th Street, Suite 500, Bellevue, Washington 98004, with a written notice of any default on the part of Landlord under the Lease, and Tenant hereby grants to Lender the option to cure said default within a reasonable period of time as provided for in the Lease. Tenant further agrees that it shall not invoke any of its rights and remedies under the Lease or any other remedies available to Tenant at law or in equity during any period as provided in the Lease that Lender is proceeding to cure any such default with due diligence, or is taking steps with due diligence to obtain the legal right to enter the Premises and cure any such default.

2. Without the prior written consent of Lender, Tenant shall not (a) modify the terms of the Lease so as to reduce the rent payable under the Lease, decrease the term of the Lease, or increase the material economic obligations of Landlord under the Lease; (b) pay the rent or any other sums becoming due under the terms of the Lease more than one (1) month in advance; (c) accept Landlord's waiver of or release from the performance of any obligations under the Lease; (d) agree with Landlord to terminate the Lease; or (e) mortgage, pledge, further subordinate or encumber any interest under the Lease.

3. Should Lender advise Tenant that Landlord is in default in the indebtedness to Lender and request that payment of all future rentals be made directly to Lender, Tenant shall make all future rental payments under the Lease directly to Lender until instructed otherwise by Lender. Tenant shall not be liable to Landlord for any rental payments actually paid to Lender pursuant to this Section 4.

4. Notwithstanding anything in the Lease or any other document to the contrary, Tenant hereby agrees that the Lease and all right, title and interest of Tenant in, to and under the Lease (including, without limitation, all rights of refusal and purchase options) is now, and shall at all times continue to be, unconditionally subject and subordinate in each and every respect, to the Trust Deed and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Trust Deed.

5. To the extent that the Lease shall entitle Tenant to notice of any deed of trust/mortgage, this Agreement shall constitute such notice to Tenant with respect to the Trust Deed and Tenant hereby waives notice of any and all renewals, modifications, extensions, substitutions, replacements, and/or consolidations of the Trust Deed.

6. The terms "holder of any deed of trust/mortgage on the fee title of the building", "fee deed of trust/mortgage", "holder of a deed of trust/mortgage" or any similar terms in the Lease shall be deemed to include Lender, its successors and assigns, including anyone who shall have succeeded to Landlord's interest by, through or under foreclosure of the Trust Deed or deed in lieu of such foreclosure. The terms "deed of trust/mortgage affecting the real property," "deed of trust/mortgage," or any similar terms, shall be deemed to include the Trust Deed to be recorded concurrently herewith securing the Loan.

7. This Agreement may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon Lender, Landlord and Tenant, and their successors and assigns.

8. If Lender shall become the owner of the Premises, or if the Premises shall be sold by reason of foreclosure or other proceedings brought to enforce the Trust Deed, or if the Premises shall be transferred by deed in lieu of foreclosure, then (i) the Lease shall continue in full force and effect as a direct lease agreement between Tenant and the then owner of the Premises (including Lender or the grantee under any deed given as a result of any foreclosure or in lieu of foreclosure), upon and subject to all of the terms,

covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, and (ii) Tenant shall attorn to Lender or any other such owner as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments. From and after Lender's or other such owner's succession to the interest of Landlord under the Lease, Tenant shall have the same remedies against Lender or such other owner for the breach of any covenant contained in the Lease that Tenant might have had under the Lease against Landlord, except that neither Lender nor any other such owner shall be:

- a. liable for any act or omission of, or for the performance of any obligation of, any prior lessor (including Landlord) including without limitation any obligation to repair, restore or expand any part of the Premises except to the extent that Tenant shall have given Lender or such other owner notice of default and opportunity to cure pursuant to Section 2 above; or
- b. subject to any offsets or defenses which Tenant might have against any prior lessor (including Landlord) except to the extent that Tenant shall have given Lender or such other owner notice of default and opportunity to cure pursuant to Section 2 above; or
- c. bound by any prepayment of rent or additional rent which Tenant might have paid for more than the current month or by payment of any security deposits to any prior lessor (including Landlord), except such security deposits as have actually been received by Lender; or
- d. bound by any amendment or modification of the Lease or by any waiver or forbearance on the part of any prior lessor (including Landlord) made or given without the prior written consent of Lender or any subsequent holder of the Trust Deed; or
- e. bound by any representations or warranties of Landlord under the Lease.

9. So long as Tenant is not in default beyond any period given Tenant by the terms of the Lease to cure such default in the payment of rent or additional rent or in the performance of any part of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises under the Lease, or any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, shall not be diminished or interfered with by Lender and Lender will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease because of any default under the Trust Deed.

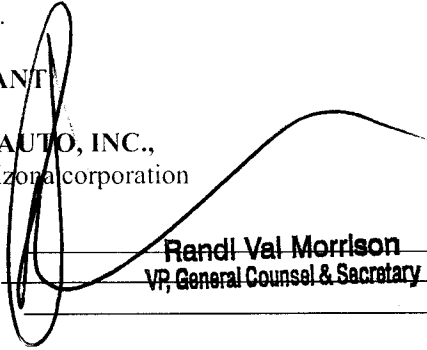
10. This Agreement may be executed in counterparts for the convenience of the parties, all of which taken together shall constitute one and the same instrument.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

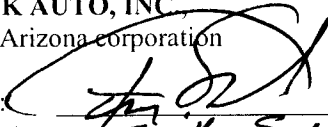
Dated as of the date first above written.

TENANT

CSK AUTO, INC.,  
an Arizona corporation

By:   
Print: Randi Val Morrison  
Its: VP, General Counsel & Secretary

CSK AUTO, INC.  
an Arizona corporation

By:   
Print: Timothy S. Wald  
Its: V.P.

**LENDER:**

**GE COMMERCIAL FINANCE BUSINESS  
PROPERTY CORPORATION,**  
a Delaware corporation

By: Jisa Wagner  
Print: LISA WAGNER  
Its: Sr. Closing Analyst

Exhibits:

Exhibit A - Premises

TENANT ACKNOWLEDGMENT

STATE OF ARIZONA §  
COUNTY OF MARICOPA §

On the 23 day of December, 2005, personally appeared before me Timothy S. Wabel  
who, being by me duly sworn, did say that they are VP, General Counsel & Secretary and Vice President  
Arizona corporation, and that said instrument was signed on behalf of said corporation.

Randi Val Morrison  
Timothy S. Wabel  
VP, General Counsel & Secretary and Vice President



Angelica T. Fish  
Notary Public in and for the State of Arizona  
Printed Name: Angelica T. Fish  
Place of Residence: Glendale, AZ

My Commission Expires:  
8-1-2009

LENDER ACKNOWLEDGMENT

STATE OF WASHINGTON §  
COUNTY OF KING § ss.

On this \_\_\_ day of December, 2005, before me, a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that \_\_\_\_\_ was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of **GE COMMERCIAL FINANCE BUSINESS PROPERTY CORPORATION**, a Delaware corporation, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

TENANT ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

§  
§  
§

On the \_\_\_\_ day of December, 2005, personally appeared before me \_\_\_\_\_,  
who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of CSK AUTO, INC., an  
Arizona corporation, and that said instrument was signed on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Place of Residence: \_\_\_\_\_  
\_\_\_\_\_

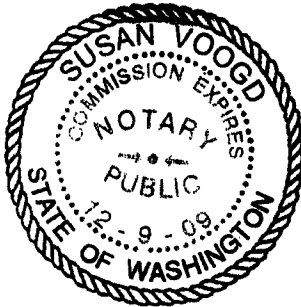
My Commission Expires:  
\_\_\_\_\_

LENDER ACKNOWLEDGMENT

STATE OF WASHINGTON §  
§ ss.  
COUNTY OF KING §

On this 27<sup>th</sup> day of December, 2005, before me, a Notary Public in and for the State of  
Washington, personally appeared LISA WAGNER, personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on  
oath stated that She was authorized to execute the instrument, and acknowledged it as the  
Sr. Closing Analyst of GE COMMERCIAL FINANCE BUSINESS PROPERTY  
CORPORATION, a Delaware corporation, to be the free and voluntary act and deed of said corporation  
for the uses and purposes mentioned in the instrument.

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



Susan Voogd  
NOTARY PUBLIC in and for the State of  
Washington, residing at Smokomiel County  
My appointment expires \_\_\_\_\_

**SUSAN VOOGD**  
State of Washington  
Commission Expires December 9, 2009

EXHIBIT A

Legal Description



**EXHIBIT "A "**

Escrow No. **323-4577661 (haj)**  
A.P.N.: **04-078-0013**

LOT 1, CHECKER AUTO PLAT A, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE.