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11/01/2004 10:56 AM \$21.00  
Book - 9055 Pg - 6775-6780  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
METRO NATIONAL TITLE  
BY: ZJM, DEPUTY - WI 6 P.

MNT #04039901  
RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO:  
CSK Auto, Inc.  
645 E. Missouri Ave., Suite 400  
Phoenix, Arizona 85012  
Attn: Legal Dept. (Store No. 4211)

Parcel # 27-27-379-013

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and given this 26<sup>th</sup> day of October, 2004, by EXCHANGE HOLDINGS CORPORATION THREE, a Utah corporation ("Landlord") and CSK AUTO, INC., an Arizona corporation ("Tenant").

WITNESSETH:

1. Landlord leases to Tenant and Tenant leases from Landlord an approximately 7,000 foot building (the "Premises") as shown on Exhibit "A" attached hereto and by this reference incorporated herein, pursuant to that certain Lease dated July 1, 2004 (the "Lease"). Capitalized terms used in this Memorandum but not defined shall have the meaning given in the Lease.

2. The Premises is located on real property that is owned by the Landlord that is part of a shopping center. The real property owned by Landlord is legally described on Exhibit "B" attached hereto and by this reference incorporated herein (the "Landlord's Premises").

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 no other tenant or occupant of the Landlord's Premises shall be entitled to sell any automotive parts, supplies or accessories other than as an incidental and non-material portion of the goods sold by such tenant or occupant. The Lease further provides that no other tenant or occupant of any property within a two (2) mile radius of the Premises owned by Landlord or an affiliate or entity controlled by Landlord (the "Adjacent Property") shall be entitled to sell any automotive parts, supplies and accessories other than as an incidental and non-material portion of the goods sold by such tenant or occupant. The Adjacent Property is legally described on Exhibit "C" attached hereto and by this reference incorporated herein.

5. Pursuant to the Lease and the CC&R's (as defined in the Lease), Tenant is entitled to certain non-exclusive leasehold easement rights over the Common Areas of the Shopping Center and the Landlord's Premises, including without limitation, rights and access and parking in the Common Areas of the Landlord's Premises and the Shopping Center.

7. Other terms and conditions pertaining to the Lease are set forth in the Lease, which is incorporated herein by this reference.

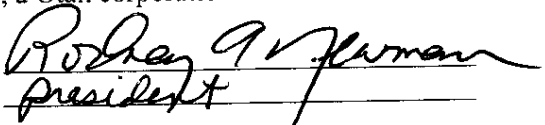
8. This Memorandum may be executed in any number of counterparts, each of which shall be deemed as original, but all of which together shall constitute one in the same agreement.

9. 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 the date set forth above.


LANDLORD

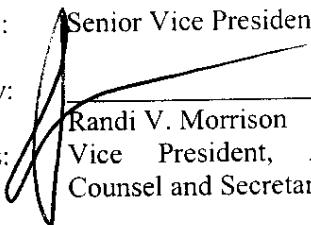
EXCHNAGE HOLDINGS CORPORATION  
THREE, a Utah corporation

By:   
Its: president

TENANT

CSK AUTO, INC., an Arizona corporation

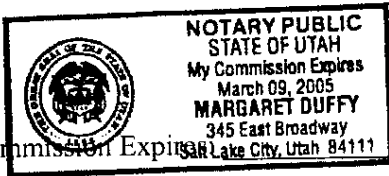
By:   
Lon B. Novatt  
Its: Senior Vice President

By:   
Randi V. Morrison  
Its: Vice President, Assistant General Counsel and Secretary

STATE OF Utah )  
County of Salt Lake ) ss.

On this 21<sup>st</sup> day of Oct, 2004 before me, a notary public, personally appeared Robney A. Newman, 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.



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

Margaret Duffy  
Signature of Notary Public

STATE OF ARIZONA )  
County of Maricopa ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004 before me, a notary public, personally appeared Lon B. Novatt and Randi V. Morrison, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

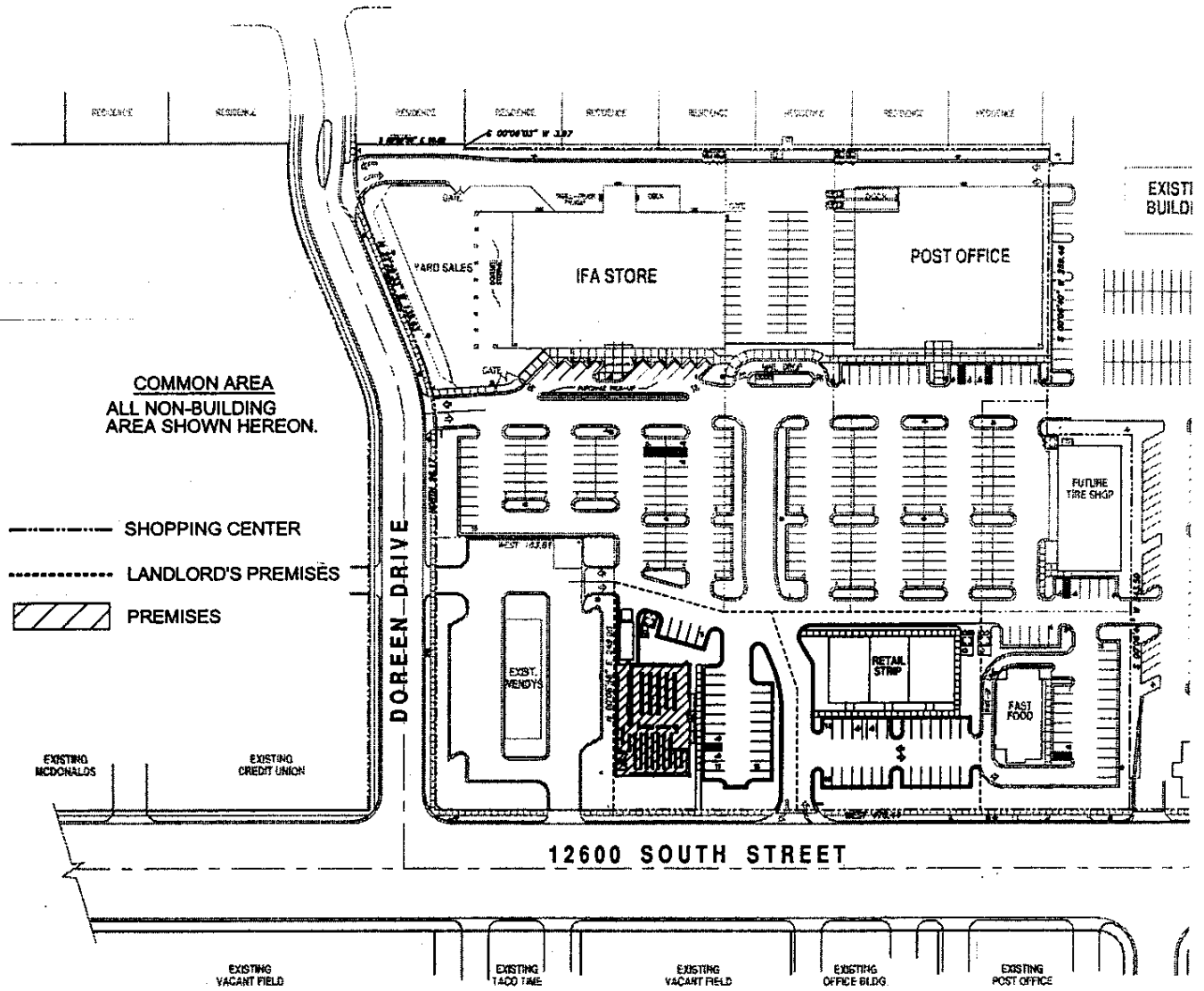
WITNESS my hand and official seal.



My Commission Expires: 8/12/2008

Patricia M. Susini  
Signature of Notary Public

EXHIBIT  
" A "



CONCEPTUAL SITE PLAN FOR  
**RIVERTON, UT**  
W of NWC of REDWOOD & 12600 SOUTH

<i>NEW BUILDING</i>	
BUILDING SIZE:	7,000 S.F.
PARCEL SIZE:	30,911 S.F.
9' X 20' PARKING SPACES:	26
ACCESSIBLE SPACES (INCLUDED IN TOTAL):	2
TIM WALD	3-30-04

EXHIBIT  
"B"

PARCEL 1:

Lots 2 and 3, IFA COUNTRY SQUARE SUBDIVISION, according to the Official Plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

PARCEL 2:

Together with easement rights appurtenant to Lots 2 and 3 as created and set forth in that certain Declaration of Restrictions and Grant of Easements recorded June 4, 2003 as Entry No. 8675263 in Book 8811 at Page 1183 of Official Records and in that certain Grant of Easement and Restrictive Covenants recorded July 31, 2003 as Entry No. 8754042 in Book 8853 at Page 3038 of Official Records.

27-27-379-012

**EXHIBIT "C"**

(Adjacent Property)

Lot 2 of the IFA Country Square Subdivision, a Subdivision being part of the Southern Quarter of Section 27, Township 3 South, Range 1 West, Salt Lake Base and Meridian.