

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. 4473)  
 NCS-286149

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and given this 31 day of May, 2007, by MAGNA INVESTMENTS & DEVELOPMENT, LTD., a Utah general partnership ("Landlord") and CSK AUTO, INC., an Arizona corporation ("Tenant").

WITNESSETH:

1. Landlord leases to Tenant and Tenant leases from Landlord approximately 6,000 square feet of retail space (the "Premises") as shown on Exhibit "A" attached hereto and by this reference incorporated herein, pursuant to the Lease between Landlord and Tenant dated the same date hereof (the "Lease"). Capitalized terms used in this Memorandum but not defined shall have the meaning given in the Lease.

2. The Premises is part of the Shopping Center legally described on Exhibit "B" attached hereto and by this reference incorporated herein (the "Shopping Center").

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 grants to Tenant, the nonexclusive right, privilege and easement to use the Common Areas of the Shopping Center for their intended purposes and permits Tenant and its employees, agents, subtenants, assignees, licensees, suppliers, customers and invitees to use the same, in common with Landlord, its successors, assigns, employees, agents, lessees, licensees, suppliers, tenants, customers and invitees and all other persons claiming by or through them, for the purposes (without limitation) of parking and pedestrian, service and vehicular access, ingress and egress to, from and between the Premises and the streets and highways abutting and adjacent to the Shopping Center.

5. The Lease provides that so long as the Premises is used as a retail store for the sale of automotive parts, supplies and accessories, no other tenant or occupant of the Shopping Center 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. In addition, so long as the Premises is used for a retail store for the sale of the Products, 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, shall be

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entitled to sell any of the Products other than as an incidental and non-material portion of the goods sold by such tenant or occupant, subject only to rights granted any tenant under a lease in existence as of the date of this Lease. The foregoing use restrictions are not intended to prohibit a car wash, tire store, lube and oil facility, a home improvement store, or a grocery store.

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

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 on the date set forth above.

LANDLORD

MAGNA INVESTMENTS &  
DEVELOPMENT, LTD., a Utah general  
partnership

By: Allied Services, Inc., a Utah  
corporation

Its: General Partner

By: Michael J. Papanikolaou

Name: MICHAEL J. PAPANIKOLAOU

Its: Executive Vice President

TENANT

CSK AUTO, INC., an Arizona corporation

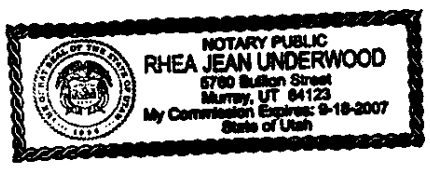
By: Timothy S. Wald

Its: Vice President of Real Estate and  
Store Development

By: Randi V. Morrison

Its: Senior Vice President, General  
Counsel and Secretary

STATE OF Utah )  
County of Salt Lake ) ss.



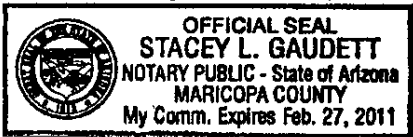
On this 31 day of May, 2007 before me, a notary public, personally appeared Michael J. Papasiklas personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed 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.

Rhea Jean Underwood  
Signature of Notary Public

My Commission Expires: 9/18/07

STATE OF ARIZONA )  
County of Maricopa )



On this 23 day of May, 2007 before me, a notary public, personally appeared Timothy S. Wald 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.

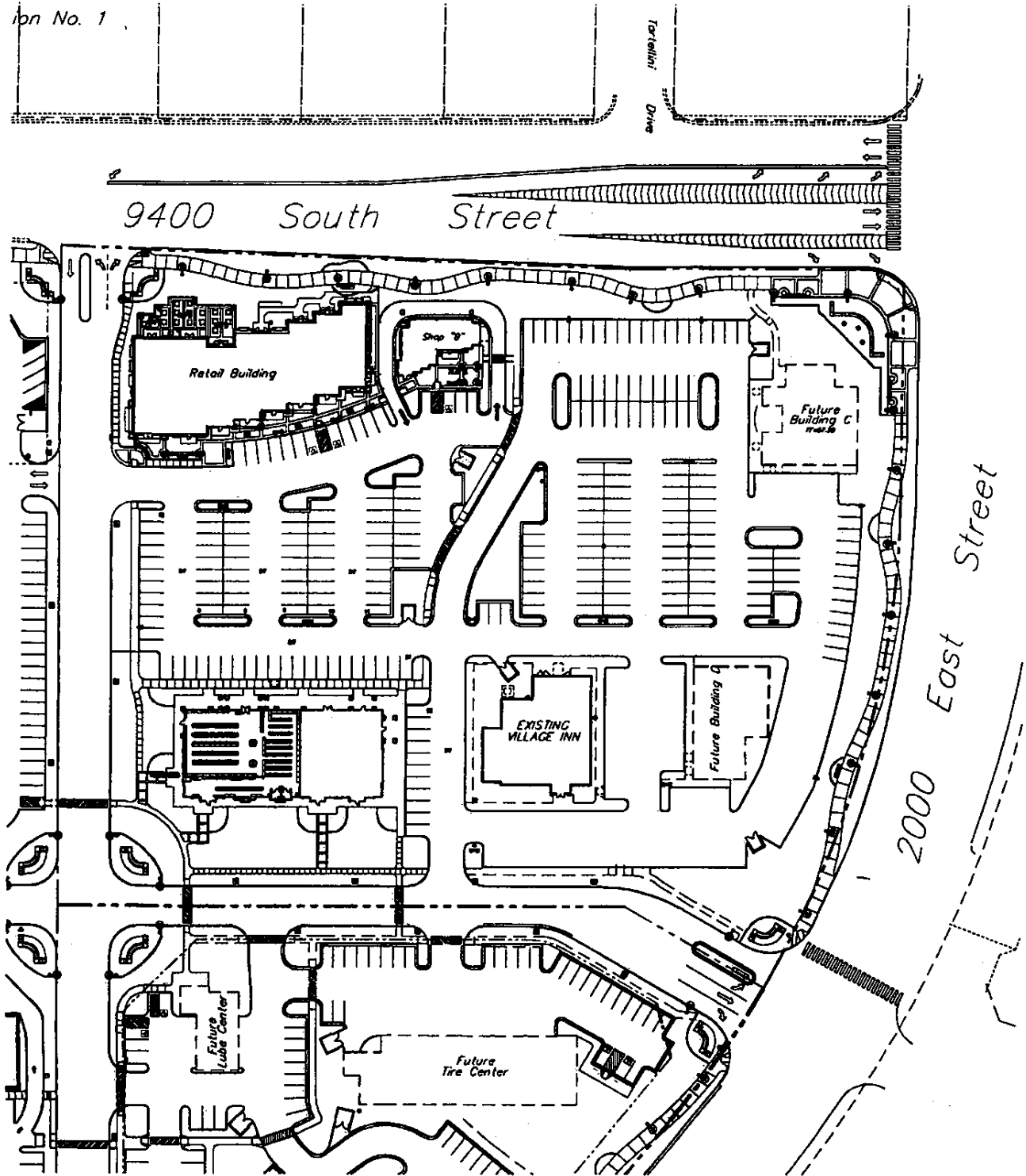
WITNESS my hand and official seal.

Stacey L. Gaudett  
Signature of Notary Public

My Commission Expires: Feb. 27-2011

# Exhibit "A"

Plan No. 1



CONCEPTUAL SITE PLAN FOR  
**SANDY, UT**  
 SWC 9400 SOUTH & 2000 EAST

NEW BUILDING / RELO. STORE #830	
BUILDING SIZE:	6,000 S.F.
PARCEL SIZE:	N/A
RECIPROCAL SHOPPING CENTER PARKING	
ERIC PARPART	6-16-06

**EXHIBIT "B"**

(Legal Description of Shopping Center)

EXHIBIT "B"

PHASE II LEGAL DESCRIPTION

A part of the Northeast Quarter of Section 9, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the West line of 2000 East Street which is 93.66 feet South 0°08'12" West along the East line of said Quarter Section and 2.87 feet West from the Northeast Corner of said Quarter Section; running thence two (2) courses along said West line as follows: South 0°21'56" West 160.19 feet to a point of curvature and Southwesterly along the arc of 761.78 foot radius curve to the right a distance of 392.34 feet (Central Angle equals 29°30'31" and Long Chord bears South 15°07'12" West 388.01 feet); thence North 59°43'53" West 121.59 feet; thence North 89°59'38" West 428.27 feet; thence North 501.01 feet; thence South 87°49'41" East 428.39 feet along a line parallel to the centerline of 9400 South Street; thence North 89°48'31" East 179.22 feet along a line parallel to said centerline; thence Southeasterly along the arc of a 39.00 foot radius curve to the right a distance of 31.48' (Central angle equals 46°14'39" and Long Chord bears South 67°03'57" East 30.63 feet) to the point of beginning.

Contains 7.074 Acres