

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into this 17th day of JAN, 1996, by and between **UNIVERSITY SQUARE ASSOCIATES, LTD.**, a Utah limited partnership, having its principal place of business c/o Operations Manager, Hermes Associates Ltd., The Hermes Building, Suite 400, 455 East Fifth South, Salt Lake City, Utah 84111 (hereinafter called "LANDLORD") and **MEDIA PLAY, INC.**, a Delaware corporation, having a mailing address of 10400 Yellow Circle Drive, Minnetonka, Minnesota 55343 (hereinafter called "TENANT").

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged, the parties hereto agree as follows:

1. Landlord has leased to Tenant and Tenant has taken and leased from Landlord pursuant to the provisions of that certain Lease Agreement dated as of June 18, 1993 (hereinafter referred to as the "Lease") certain premises (hereinafter referred to as the "Premises" and as indicated on the Site Plan attached hereto as Exhibit "A") located in a shopping center known as The Family Center at Orem (hereinafter referred to as the "Shopping Center") located in Orem, Utah, the legal description of which is set forth on Exhibit "B" attached hereto and made a part hereof by this reference. The Musicland Group, Inc. has assigned its interest in the Lease to Media Play, Inc. in that certain Assignment and Assumption of Lease dated November 1, 1993.

2. The Lease provides for an initial term of twenty (20) Lease Years beginning on the Commencement Date as that term is defined in the Lease.

3. The initial term of the Lease may be extended for a total of four (4) successive periods of five (5) years each in accordance with the applicable provisions of the Lease.

4. The Lease provides for certain easements running in favor of Tenant over portions of the Center including, but not limited to, the common areas as defined in the Lease.

5. The Lease provides a restriction on use of space in the Center by other occupants of the Center as follows:



a. As long as Tenant uses, assigns or sublets the demised premises for a retail store selling books, music, CDs, tapes, videos, and computer software, subject to the provisions of the Reciprocal Easement and Operation Agreement (hereinafter referred to as the "REA"), no other tenant will be allowed to sell said items in the Shopping Center other than as an incidental part of another primary use. As used herein, the term "incidental part" shall mean a use occupying no more than the lesser of ten (10) percent or two thousand (2,000) square feet of another user's gross floor area. This restrictive covenant shall not limit the current sales configuration of any existing tenants operating in the Shopping Center as of the execution date of the Lease, nor to any successor or replacement tenant thereof, outside the control of Landlord. In no event shall the REA materially expand Tenant's obligations or restrict Tenant's rights hereunder, and in no event shall Tenant's rent or location be adjusted.

6. This Memorandum of Lease is executed by the parties to the Lease for the purpose of recordation in the records of Utah County, Utah, it being intended that this Memorandum shall be so recorded and shall give notice of and concern the Lease which hereby is incorporated herein by reference for all purposes. The Lease sets forth the entire agreement of the parties thereto, and this memorandum does not alter, amend or change the Lease in any way, but is executed solely for the purpose of recordation as aforesaid.

7. Reference hereby is made and should be made to the Lease for the specific terms hereof.

8. This Memorandum shall constitute notice to all parties of all amendments to the Lease, if any, from time to time hereafter executed, without the necessity for recording further memoranda of such amendments in the records of the County of Utah, State of Utah.

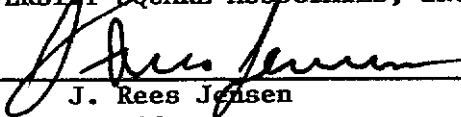
9. Upon the expiration or termination of the term of the Lease, Tenant shall execute and deliver to Landlord, within thirty (30) days demand by Landlord, an instrument in recordable form discharging this Memorandum of record.

10. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the provisions of the Lease shall govern and control.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed by their proper officers or representatives and their proper seals to be hereunto affixed on the day and year first above written.

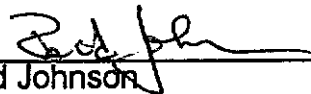
("LANDLORD")

UNIVERSITY SQUARE ASSOCIATES, LTD.
BY UNIVERSITY SQUARE ASSOCIATES, INC.

By: 
J. Rees Jensen
Its: President

("TENANT")

MEDIA PLAY, INC.

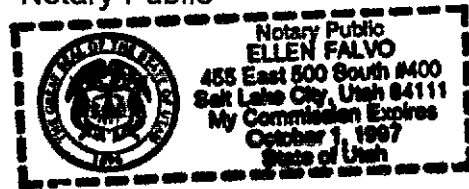
By: 
Reid Johnson
Its: Executive Vice President and
Chief Financial Officer

Attest: 

STATE OF
COUNTY OF } ss.

On this 7th day of Jan, 1996, before me personally came [Signature] to me known, who, being by me duly sworn, did depose and say that he/she resides at Salt Lake City; that he/she is the President of University Square Associates, Ltd the corporation described in and which executed the foregoing instrument and that he/she signed the instrument on behalf of the corporation by order of the board of directors of the corporation.

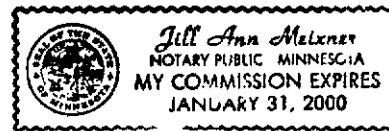
[Signature]
Notary Public



STATE OF MINNESOTA
COUNTY OF HENNEPIN } ss.

On this 11th day of Jan, 1996, before me personally came Reid Johnson, to me known, who, being by me duly sworn, did depose and say that he resides at Minneapolis, Minnesota; that he is the Executive Vice President and Chief Financial Officer of MEDIA PLAY, INC., the corporation described in and which executed the foregoing instrument and that he signed the instrument on behalf of the corporation by order of the board of directors of the corporation.

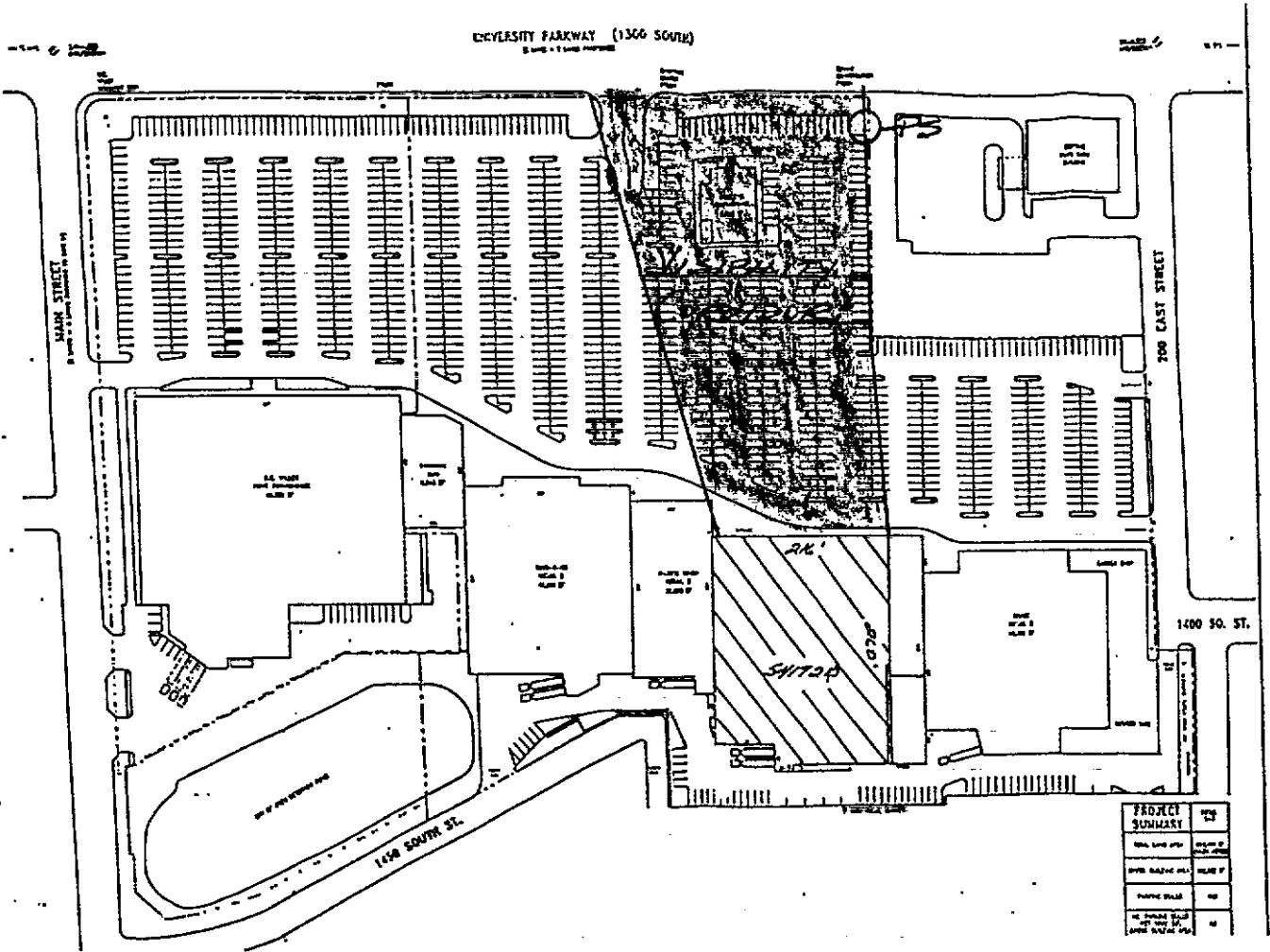
[Signature]
Notary Public



DRAFTED BY AND
AFTER RECORDING RETURN TO:

The Musicland Group, Inc.
Media Play - Legal
10400 Yellow Circle Drive
Minnetonka, MN 55343
Attn: Rebecca A. Wetterlin

SITE PLAN SHOWING DEMISED PREMISES



Demised Premises measuring
 216 Ft. x 260 Ft. O.D.
 for a total of 54,172
 Sq. Ft. O.D.

INITIAL
[Handwritten initials]

NOTE:
 THIS PLAN IS DIAGRAMMATIC AND FOR THE PURPOSE OF SITE LOCATION AND GENERAL ARRANGEMENT ONLY. IT INDICATES RELATIVE BUILDING LOCATIONS ON THE SITE. DEVELOPER RESERVES THE RIGHT TO VARY THE SIZE AND LOCATION OF ANY BUILDINGS AND CONFIGURATION OF THE PARKING AREAS AS MAY BE REQUIRED. DEVELOPER RESERVES THE RIGHT TO CONSTRUCT ADDITIONAL BUILDINGS AND/OR PARKING STRUCTURES IN THE FUTURE AS GENERALLY INDICATED ON THOSE AREAS IDENTIFIED ON THIS PLAN AND TO MAINTAIN SUCH CONSTRUCTION APPURTENANCES IN THE GENERAL PARKING AREA AS MAY BE REQUIRED FOR THIS CONSTRUCTION.

EXHIBIT B

LEGAL DESCRIPTION OF CENTER

The real property referred to in this instrument is situated in Utah County, State of Utah, and is described as follows:

Parcel 1:

Lots 2, 4 and 5, University Square, Plat "A", a Subdivision according to the official plat thereof on file and of record in the office of the Utah County Recorder.

Parcel 2:

Lot 1, University Square, Plat C, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

