

WHEN RECORDED MAIL TO:
CHICAGO TITLE COMPANY
7616 LBJ FRWY. SUITE 300
DALLAS, TEXAS 75251

61 - MOVIES 7
SANDY, UTAH

AFTER RECORDATION RETURN TO:

Cinemark USA, Inc.
Suite 800 -- LB9
7502 Greenville Avenue
Dallas, Texas 75231
Attn: Margaret Richards

CHICAGO TITLE INSURANCE
NATIONAL BUSINESS GROUP
7616 LBJ FRWY., SUITE 300
DALLAS, TEXAS 75251
JANE ALLEN

5057276
26 APRIL 91 04:20 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
REC BY: KARMA BLANCHARD, DEPUTY

**AMENDED AND RESTATED
MEMORANDUM OF LEASE**

This Amended and Restated Memorandum of Lease is made as of March 19, 1991, by SANDY DEVELOPMENT PARTNERS ("Landlord"), whose address is c/o Millford Managers, Walker Center, Lower Level 1, 175 South Main Street, Salt Lake City, Utah 84111, and CINEMARK USA, INC., a Texas corporation ("Tenant"), whose address is Suite 800-LB9, 7502 Greenville Avenue, Dallas, Texas 75231.

A. Pursuant to that certain Lease Agreement, dated December 10, 1987, by and between Sandy Development Partners as landlord and Cinemark Corporation, a Texas corporation, as tenant, which lease was assigned from Cinemark Corporation to Tenant pursuant to an Assignment of Lease dated as of December 31, 1987 and recorded October 14, 1988 in Book ~~6072~~ *Page 2181 of the real property records of Salt Lake County, Utah (the "Original Lease"), Tenant is the owner of a leasehold interest in certain real property owned by Landlord.

B. A memorandum of the Original Lease dated July 25, 1988 has been recorded October 14, 1988 in Book 6072, Page 2185 of the real property records of Salt Lake County, Utah.

C. Landlord and Tenant amended the Original Lease pursuant to that certain First Amendment to Lease of even date herewith (the "First Amendment"; the Original Lease as amended by the First Amendment or as hereinafter amended or modified is hereinafter referred to as the "Lease") pursuant to the terms of which Landlord leased additional real property to Lessee, a legal description of the enlarged premises is attached hereto as Schedule A (the "Real Property").

D. Landlord and Tenant wish to record this Amended and Restated Memorandum of Lease (this "Memorandum of Lease") in order to give notice of record of Tenant's leasehold interest in the enlarged Real Property.

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BK 6309PG 2544

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Property Leased. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Real Property for the term, at the rental and upon the covenants and conditions set forth in the Lease, which Lease is by this reference incorporated herein and made a part hereof as fully as if set forth herein at length.

2. Term of Lease. The lease term is for the period commencing the earlier of (1) the date 15 days after Landlord notifies Tenant in writing that the Premises (as defined in the Lease) are ready for occupancy and such Premises are indeed ready or (2) the date on which Tenant first opens its business to the public on the Premises, and ending twenty years (plus any partial month) thereafter, subject to any obligations to pay or abatements of rent or extension or renewal options contained in the Lease, including but not limited to the provisions of Exhibit "C" to the Lease.

3. Conflict With Lease. The lease of the Real Property from Landlord to Tenant is subject to all of the terms, covenants and conditions set forth in the Lease, including, without limitation, any purchase options, expansion options or rights of first refusal contained in the Lease. In the event of any conflict between this Memorandum of Lease and the Lease, the terms, covenants and conditions of the Lease shall control.

EXECUTED to be effective as of the 29th day of March, 1991.

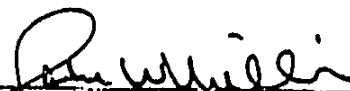
TENANT:

CINEMARK USA, INC.

LANDLORD:

SANDY DEVELOPMENT PARTNERS

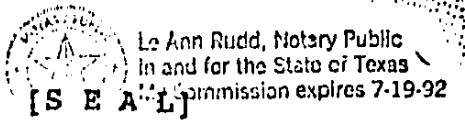
By: ~~Lee Roy Mitchell~~
Name: Lee Roy Mitchell
Title: President

By: 
Name: John W. Mitchell
Title: Managing General Partner



THE STATE OF TEXAS §
: SS.:
COUNTY OF DALLAS §

On the 29th day of March, 1991, personally appeared before me Lee Roy Mitchell, who, being duly sworn or affirmed, did say, that he is the President, of CINEMARK USA, INC., a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of its bylaws or of a resolution of its board of directors, and said Lee Roy Mitchell acknowledged to me that said corporation executed the same.



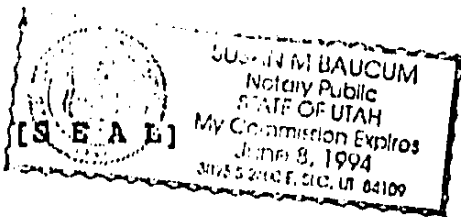
Le Ann Rudd
Notary Public, State of Texas
Residing at: Dallas County, TX

Le Ann Rudd
Print Name of Notary Public

My Commission Expires:
7-19-92

THE STATE OF Utah §
: SS.:
COUNTY OF Salt Lake §

On the 3rd day of April, 1991, personally appeared before me John W. Milliken, who, being duly sworn or affirmed, did say, that he executed the within instrument as Managing General Partner of Sandy Development Partners, and acknowledged to me that said partnership executed the same.



Susan M. Baucum
Notary Public, State of Utah
Residing at: Salt Lake County

Susan M. Baucum
Print Name of Notary Public

My Commission Expires:
6-8-94

[Handwritten signature]

SCHEDULE "A"

That certain real property located in the City of Sandy, Salt Lake County, Utah, containing approximately 24,310 square feet of area, being a part of that certain tract more particularly described in Schedule A-1 and outlined in red on that certain site plan or drawing, as shown in Schedule A-2.



SCHEDULE "A-1"

PARCEL I

Beginning at a point on the East line of 700 East Street, said point being South 89° 12' 10" East 53.00 feet and South 0° 21' 30" East 819.81 feet from a Salt Lake County Monument at the intersection of 9400 South and 700 East Streets, and said monument being North 29° 33' 10" West 44.81 feet from the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 0° 21' 30" East along said East line of 700 East Street 323.19 feet; thence South 88° 59' 30" East 1270.41 feet and abutting the North line of Green Willows Subdivision to the Northeast corner of Lot 32, of said subdivision; thence North 0° 06' 56" West 562.63 feet along the Westerly side of an irrigation ditch and also along the West line of White City No. 1 subdivision, and extension thereof; thence North 89° 12' 10" West 35.70 feet, to the East line of that property (Parcel 2) as described in a Quit Claim Deed by and between Jerry's Sporting Center, Grantor, and Walter G. Nelson and Dixie Nelson, Grantees, said Quit Claim Deed was recorded March 17, 1978, as Entry No. 3079504, in Book 4640, at Page 1157; thence along the perimeter of said Nelson Properties (parcels 1 and 2), the following five (5) courses: South 0° 21' 30" East 75.00 feet, North 89° 12' 10" West 102.00 feet, North 0° 21' 30" West 165.00 feet, North 89° 12' 10" West 33.00 feet, North 0° 21' 30" West 272.00 feet; thence North 89° 12' 10" West 255.00 feet; thence South 0° 21' 30" East 578.23 feet; thence South 89° 32' 25" West 846.83 feet to the point of beginning.

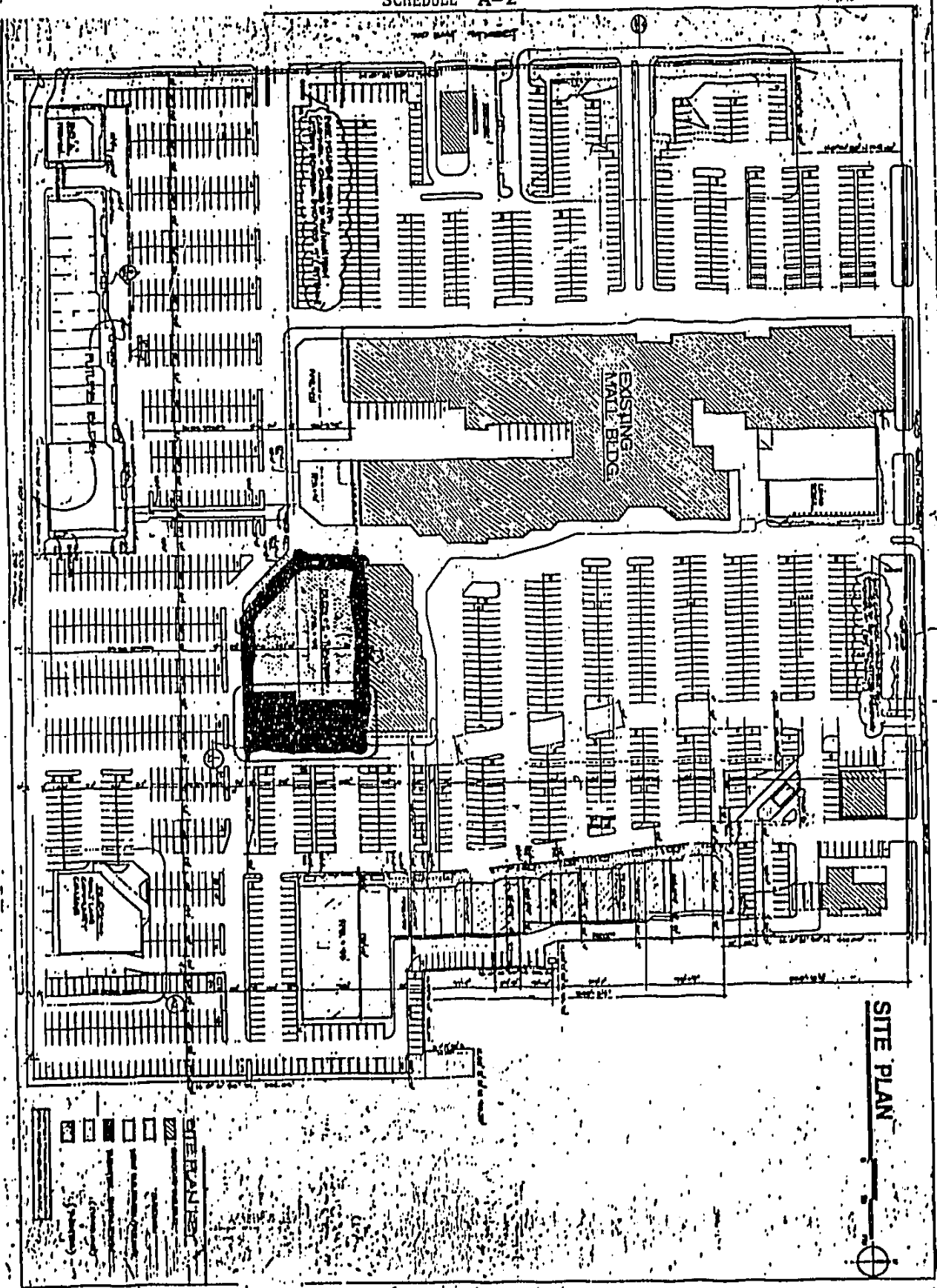
PARCEL II

Beginning at a point South 0° 21' 30" East 820.97 feet and North 89° 32' 25" East 380.18 feet from a Salt Lake County Monument in the Intersection of 9400 South and 700 East Streets and said monument being North 29° 33' 10" West 44.81 feet from the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence North 0° 21' 30" West 61.15 feet; thence North 89° 10' 52" East 94.65 feet; thence North 84° 26' 57" East 72.95 feet; thence North 89° 27' 44" East 351.60 feet; thence South 0° 21' 30" East 68.70 feet; thence South 89° 32' 25" West 519.65 feet to the point of beginning.

**ACCOMMODATION RECORDING ONLY
FOUNDERS TITLE COMPANY MAKES NO
REPRESENTATION AS TO CONDITION
OF TITLE NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR AFFECT OF THIS
DOCUMENT OR THE RECORDING THEREOF**

*for
RKL*

SCHEDULE "A-2"



SITE PLAN

POST OFFICE
CONTRACT

BK 6309PG2549

2

Nichols Naylor architects
 1115 Fourth St. Suite 101
 Salt Lake City, Utah 84108 801 962-7648



Project: Sandy Mall Addition and Renovation
 700 East 2400 South, Sandy, Utah
 Date: 11.1.01

Drawn by
 Checked by
 Project #
 90-51