

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into this 21st day of Nov., 1996, by and between HERMES ASSOCIATES LTD., a Utah Limited Partnership, having its principal place of business at The Hermes Building, Suite 400, 455 East Fifth South, Salt Lake City, UT 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").

6535598

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 leased to The Musicland Group, Inc. and The Musicland Group, Inc. 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 located in a shopping center known as The Family Center at Midvalley (hereinafter referred to as the "Center") located in Salt Lake City, Utah, the legal description of which is set forth on Exhibit "A" attached hereto and made a part hereof by this reference. The Musicland Group, Inc. assigned its interest in the Lease to Tenant in that certain Assignment and Assumption of Lease dated November 1, 1993.

2. The Lease provides for an initial term of twenty (20) full Lease Years, plus a partial Lease Year at the beginning of the term. The initial term commenced on February ~~22~~²¹ 1994 and shall terminate on January 31, 2015.

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:

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 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 '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 this Lease, nor to any successor or replacement tenant thereof, outside the control of Landlord.

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6. This Memorandum of Lease is executed by the parties to the Lease for the purpose of recordation in the records of Salt Lake 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 Salt Lake, 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.

HERMES ASSOCIATES LTD.
("LANDLORD")

By: _____

Its: _____

MEDIA PLAY, INC.
("TENANT")

By: _____

Its: _____

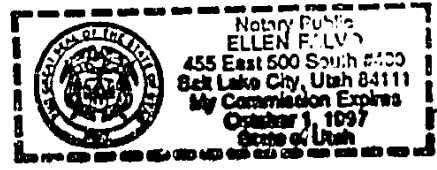
Attest: _____

Stephen P. Cohen
Assistant Secretary

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On this 21st day of December, 1996, before me personally came J. Rees Jensen, 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 General Partner of HERMES ASSOCIATES LTD., the limited partnership described in and which executed the foregoing instrument and that he/she signed the instrument on behalf of the limited partnership by order of the limited partnership.

Ellen Falvo
Notary Public



STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.

On this 5th day of September, 1996, before me personally came Heidi M. Hoard, to me known, who, being by me duly sworn, did depose and say that she resides at Minneapolis, Minnesota; that he is the Vice President, General Counsel and Secretary of MEDIA PLAY, INC., the corporation described in and which executed the foregoing instrument and that she signed the instrument on behalf of the corporation by order of the board of directors of the corporation.

Gina L. Johnson
Notary Public



DRAFTED BY AND
AFTER RECORDING RETURN TO:

The Musicland Group, Inc.
Media Play - Legal
10400 Yellow Circle Drive
Minnetonka, MN 55343
Attn: Stephen P. Cohen

Handwritten initials

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Exhibit "A"

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

Beginning at a point on the South Line of 5400 South Street, said point being South 89 degrees 53'41" West 660.00 feet and South 00 degrees 02'55" East 39.017 feet from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence South 00 degrees 02'55" East 620.983 feet; thence North 89 degrees 53'41" East 406.50 feet; thence South 00 degrees 02'55" East 114.00 feet; thence North 89 degrees 53'41" East 200.50 feet to the West Line of Redwood Road; thence South 00 degrees 02'55" East 553.239 feet along the West Line of Redwood Road to the North Line of 5600 South Street; thence South 89 degrees 55'04" West 1123.00 feet along the North Line of 5600 South Street to the East Line of 1900 West Street; thence along the East Line of 1900 West Street the next 6 courses and distances, North 00 degrees 02'55" West 327.38 feet; thence Northeasterly 163.04 feet along the arc of a 500.00 foot radius curve to the right, (chord bears North 09 degrees 17'35" East 162.32 feet); thence Northeasterly 184.19 feet along the arc of a 566.00 foot radius curve to the left, (chord bears North 09 degrees 18'43" East 183.38 feet); thence North 00 degrees 00'39" West 480.36 feet; thence North 04 degrees 04'27" East, 70.18 feet; thence North 00 degrees 00'39" West 55.95 feet to the South Line of 5400 South Street; thence along the South Line of 5400 South Street the next 3 courses and distances, Northeasterly 253.94 along the arc of an 11,512.16 foot radius curve to the left, (chord bears North 88 degrees 31'36" East 253.94 feet); thence North 87 degrees 53'41" East 173.03 feet; thence Northeasterly 27.649 feet along the arc of an 11,406.16 foot radius curve to the right, (chord bears North 87 degrees 57'51" East 27.648 feet), to the point of beginning.

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12/26/96 10:21 AM 16.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MUSICLAND GROUP INC
10400 YELLOW CIR DR
MINNETONKA MN 55343
REC BY:P ANDERSON ,DEPUTY - MP

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