

Store #49064

7724213
09/22/2000 02:45 PM 23.00
Book - 8389 Pg - 3718-3724
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
BLOCKBUSTER INC
5010 SHOREHAM PLACE #100
SAN DIEGO CA 92122
BY: RDJ, DEPUTY - MA 7 P.

WHEN RECORDED MAIL TO:

BLOCKBUSTER INC.
5010 Shoreham Place, Suite 100
San Diego, California 92122
Attn: Lease Administration

7724213

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

Parcel ID# 28-09-226-028-0000

MEMORANDUM OF LEASE

This is a Memorandum of Lease by and between MAGNA INVESTMENT & DEVELOPMENT, LTD., a Utah limited partnership, hereinafter called LANDLORD, and BLOCKBUSTER INC., a Delaware corporation, hereinafter called TENANT upon the following terms:

1. Date of Lease: May 6, 1999
2. Description of Shopping Center: See Exhibit "A" attached hereto.
3. Date of Commencement: The Primary Term of the Lease shall begin on the date which is the later of (i) the date upon which Landlord "substantially completes" (as defined in the Lease) Landlord's Work (as defined in the Lease), and Tenant receives written notice of same, and (ii) the Demised Premises is delivered to Tenant free of all tenancies.
4. Term: Seven (7) Years.
5. Extension Option(s): Three (3) 5-year extension options.
6. Purchase Option(s): None.
7. Right of First Refusal Option: None.
8. Tenant Exclusive: Landlord covenants and agrees that, during the Term, except

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for the Albertson's parcel (which is presently subject to a ground lease between Landlord and Albertson's), Tenant shall have the exclusive right (hereinafter, "Tenant's Exclusive Right") in Phase 1 of the Shopping Center (as shown on Exhibit "A" attached to the Lease) to sell, rent and/or distribute prerecorded video cassettes, video tapes, video discs, laser discs, video games (including without limitation CD-I), DVD, divx, or other video software (including CD-ROM) and/or any substitutes for, or items which are a technological evolution of, the foregoing items (hereinafter, collectively "Tenant's Exclusive Items"). This covenant and Tenant's Exclusive Right shall run with the land on which the Shopping Center is located during the Term of the Lease. Landlord agrees to enforce Tenant's Exclusive Right against other tenants in Phase 1 of the Shopping Center using all reasonable legal means. In the event of a breach by Landlord under this paragraph 8, Tenant shall be entitled to injunctive relief as well as all other remedies available at law or in equity. Nothing herein shall be deemed to prohibit any tenant in Phase 1 of the Shopping Center from selling, on an "incidental" basis only, blank or unrecorded video cassettes or Tenant's Exclusive Items that are religious, instructional, educational, and/or specifically related to such tenant's primary business being conducted at the Shopping Center. For purposes of this paragraph 8, "incidental" shall mean not more than fifty (50) items (as opposed to titles) available for sale at such tenant's premises at any time. Tenant's Exclusive Right shall not be deemed to prohibit other tenants from selling educational and/or instructional computer software (i.e. software for use on a computer system comprised of a hard drive, monitor and related peripherals) as opposed to entertainment-related software; provided that a tenant whose business is primarily that of a computer store for office/business customers shall be permitted to sell (but not rent) entertainment-related computer software from not more than the lesser of (i) one hundred (100) square feet of leasable space or (ii) five percent (5%) of such tenant's leasable floor area. Further, notwithstanding anything herein to the contrary, Landlord shall not lease or sell property in Future Phases 2, 3 or 4 of the Shopping Center (as shown on Exhibit "A" attached to the Lease) to any person or entity whose primary business is the sale or rental of Tenant's Exclusive Items (e.g. Hollywood Video or Video Express) or otherwise permit any portion of Future Phases 2, 3 or 4 of the Shopping Center to be used primarily for the sale or rental of Tenant's Exclusive Items.

9. Use Restrictions: Tenant has entered into the Lease in reliance upon representations by Landlord that Phase 1 of the Shopping Center is, and will remain, retail in character and, further, that no part of the Shopping Center shall be used for (i) a theater within two hundred fifty (250) feet of the Demised Premises, (ii) within two hundred fifty feet (250) feet of the Demised Premises, an auditorium, meeting hall, or other place of public assembly, (iii) a school, (iv) any type of karate facility, gymnasium, health club, physical fitness facility, or an exercise or dance studio, (v) a dance hall, (vi) a bar, (vii) an off-track betting business, (viii) a billiard or pool hall, (ix) for bingo or


similar games of chance, (x) a massage parlor, (xi) a game arcade, (xii) a bowling alley, (xiii) a skating rink, (xiv) automobile sales or a car wash, car repair or car rental agency, (xv) a night club, or (xvi) an adult book or adult video tape store (which are defined as stores in which any portion of the inventory is not available for sale or rental to children under 18 years old because such inventory explicitly deals with or depicts human sexuality), (xvii) hotel or other lodging facilities, or (xviii) flea market.

The purpose of this Memorandum of Lease is to give record notice of the lease and of the rights created thereby, all of which are hereby confirmed.

IN WITNESS WHEREOF the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

(SEAL)

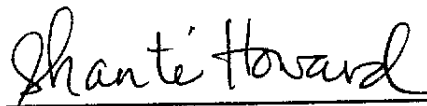
Witness:

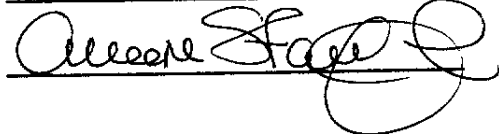


Melanie Reese

(SEAL)


Witness:





LANDLORD:

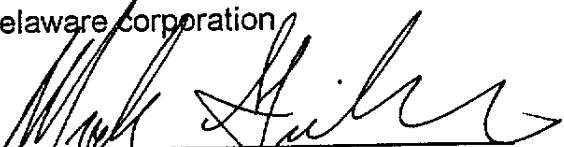
MAGNA INVESTMENT & DEVELOPMENT,
LTD., a Utah limited partnership

By: 

Printed Name: Michael J. Papanikolas
Title: Executive Vice President of
Allied Services, Inc., a Utah Corporation
General Partner of Magna Investment & Development, Ltd

TENANT:

BLOCKBUSTER INC.,
a Delaware corporation

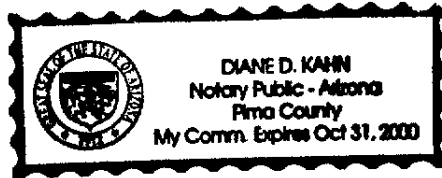
By: 

Mark Gilman, Executive
Vice President - Development

STATE OF ~~UTAH~~ Arizona }
COUNTY OF Pima } SS.

On May 6, 1999 before me, Diane D. Kahn, personally appeared Michael J. Papanikolas, as Executive Vice President of Allied Services, Inc. a Utah Corporation, General Partner of MAGNA INVESTMENT & DEVELOPMENT, LTD., a Utah limited partnership, 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 capacity(ies), 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.



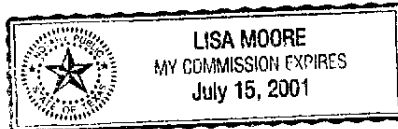
(This area for official notarial seal)

Signature Diane D. Kahn

STATE OF TEXAS }
COUNTY OF DALLAS } SS.

On 4-26-99 before me, Lisa Moore, personally appeared Mark Gilman, as Executive Vice President - Development of BLOCKBUSTER INC., a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(This area for official notarial seal)

Signature Lisa Moore

Exhibit "A" To Memorandum of Lease

Legal Description

The land referred to herein is situated in the County of Salt Lake, State of Utah, and is described as follows:

Beginning on the new South line of 9400 South Street at a point that is South 00°08'12" West along the section line 90.12 feet and South 89°49'30" West 28.30 feet from the county monument at the Northeast corner of Section 9, Township 3 South, Range 1 East, Salt Lake Base and Meridian, from which section corner the county monument at the East quarter corner of said Section 9 bears South 00°08'12" West 2663.37 feet (basis of bearing); thence South 44°01'02" East 36.19 feet to the West line of 2000 East Street; thence along said West line of street South 00°21'56" West 137.63 feet to a point of curve; thence Southwesterly 515.36 feet along said West line of street and the arc of a 761.78 foot radius curve to the right through a central angle of a 38°45'42" (chord bears South 19°44'47" West); thence along said West line of street South 39°07'38" West 819.79 feet; thence North 49°29'43" West 30.01 feet; thence North 84°52'44" West 617.89 feet, more or less (prior record = 618.72 feet), to a point on the East line of Ski Haven Estates No. 2, a subdivision, according to the official plat thereof; thence along said subdivision boundary line North 00°01'18" East 520.72 feet, more or less (prior record = North 00°00'22" East 520.28 feet), to the Southeast corner of Lot 214, said Ski Haven Estates No. 2; thence along the South, East and North lines of the White City Water Company property North 89°59'14" East 70.00 feet (prior record = North 89°58'18" East), North 00°01'18" 70.00 feet (prior record = North 00°00'22" East) and South 89°59'14" West 50.00 feet (prior record = South 89°58'18" West) to a point that is 20.00 feet perpendicularly distant Easterly from said East line of Ski Haven Estates No. 2; thence parallel with the East line of Ski Haven Estates No. 2 and No. 4 subdivisions North 00°01'18" East 632.17 feet, more or less (prior record = North 00°00'22" East), to the new South line of 9400 South Street at a point that is South 89°59'14" West along the section line 1310.14 feet and South 00°01'18" West 67.83 feet from said Northeast corner of Section 9; thence along said new South line of street North 89°49'30" East 469.08 feet, more or less, to an angle point that is South 00°10'30" East 53.00 feet from centerline station 144+44.94 as shown on the official right of way maps for 9400 South Street on file with the Utah Department of Transportation; thence along said new South line of street South 87°48'46" East 67.00 feet;

Exhibit "A" To Memorandum of Lease (cont'd)

thence South 00°05'01" West 25.10 feet; thence North 89°54'59" West 202.86 feet; thence South 00°02'42" West 68.22 feet; thence North 89°57'18" West 2.00 feet; thence South 00°56'11" West 51.60 feet; thence Southeasterly 20.95 feet along the arc of an 18.22 foot radius curve to the left through a central angle of 65°51'30" (chord bears South 29°45'09" East 19.81 feet); thence South 89°54'59" East 316.30 feet; thence Northeasterly 23.61 feet along the arc of a 15.00 foot radius curve to the left through a central angle of 90°10'07" (chord bears North 44°59'58" East 21.24 feet); thence North 00°05'06" West 108.58 feet; thence South 88°13'49" West 13.67 feet; thence Northwesterly 23.18 feet along the arc of a 15.50 foot radius curve to the right through a central angle of 85°40'15" (chord bears North 48°56'04" West 21.08 feet); thence North 89°54'59" West 79.68 feet; thence North 00°05'01" East 24.15 feet to a point on said new South line of 9400 South Street; thence along said street line South 87°48'46" East 537.83 feet to an angle point that is South 00°10'30" East 79.00 feet from UDOT centerline station 150+75.25; thence along said street line North 89°49'30" East 182.19 feet to the point of beginning.

EXCEPTING THEREFROM the Albertsons leasehold parcel more particularly described as follows:

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 South line of 9400 South Street which is 87.31 feet South 0°08'12" West along the East line of said quarter section; 114.15 feet South 89°48'32" West; 390.63 feet North 86°22'29" West to said South line of 9400 South Street and 485.16 feet South 89°48'32" West along said South line of Street from the Northeast corner of said quarter section; running thence South 0°00'22" West 190.00 feet; thence North 89°48'32" East 350.78 feet; thence South 313.67 feet; thence North 89°59'38" West 139.00 feet; thence South 0°00'22" West 54.90 feet; thence North 89°59'38" West 226.83 feet; thence South 0°00'22" West 24.79 feet; thence North 89°59'38" West 187.32 feet; thence South 0°00'22" West 10.00 feet; thence North 89°59'38" West 75.04 feet; thence Northwesterly along the arc of a 62.50 foot radius curve to the right a distance of 15.69 feet (central angle equals 14°22'49" and long chord bears North 7°11'03" West 15.65 feet) to a point of tangency; thence North 0°00'22" East 369.29 feet to a point of curvature; thence Northeasterly along the arc of a 13.00 foot radius curve to the right a distance of 7.31 feet (central angle equals 32°13'39" and long chord bears North 16°07'11" East 7.22 feet) to a point of tangency; thence North 32°14'01" East 14.98 feet to a point of curvature; thence Northeasterly along the arc of a 52.00 foot radius curve to the left a distance of 29.25 feet (central angle equals 32°13'39" and long chord bears North 16°07'11" East 28.87 feet) to a point of tangency;

Exhibit "A" To Memorandum of Lease (cont'd)

Order No. 00006397

thence North 0°00'22" East 159.10 feet to said South line of 9400 South Street; thence North 89°48'32" East 12.00 feet along said South line of street; thence South 0°00'22" West 281.97 feet; thence South 89°59'38" East 66.67 feet; thence South 0°00'22" West 10.00 feet; thence South 89°59'38" East 170.66 feet; thence North 0°00'22" East 292.79 feet to said South line of 9400 south Street; thence North 89°48'32" East 12.00 feet along said South line of Street to the point of beginning.