

WHEN RECORDED, RETURN TO:

Stephen K. Christensen
 NELSON CHRISTENSEN & HELSTEN
 68 South Main Street, 6th Floor
 Salt Lake City, Utah 84101

MEMORANDUM OF LEASE

This **Memorandum of Lease** ("**Memorandum**") is dated this 25th day of January, 2005, by and between **THE DISTRICT, L.C.** ("**Landlord**"), a Utah limited liability company, and **LARRY H. MILLER THEATRES, INC.** ("**Tenant**"), a Utah corporation.

Notice is hereby given that Tenant and Landlord are parties to a written **Ground Lease** ("**Lease**") dated January 25, 2005, relating to certain real property consisting of approximately 17 acres ("**Leased Premises**") located near the intersection of 11400 South Street and Bangerter Highway, in the City of South Jordan, County of Salt Lake, State of Utah, sometimes known as The District Town Center ("**Shopping Center**"), as more particularly described in Exhibit "A" attached hereto. The following terms, among others, are contained within the Lease:

1. **Terms.** The Terms of the Lease are summarized as follows:

1.1 **Term of Lease.** Tenant shall have and hold the Leased Premises for a primary term of fifteen (15) consecutive years ("**Term**") commencing on the Rent Commencement Date (as defined in the Lease) and terminating on the fifteenth (15th) anniversary of the Term.

1.2 **Option Periods.** At the time each option term is deemed renewed and/or at the time each option term would otherwise commence, the term of the Lease shall be extended automatically for a period of ten (10) years each for up to three (3) consecutive periods .

2. **Mailing Addresses.** Landlord's and Tenant's mailing addresses are:

Landlord: THE DISTRICT, L. C.
 c/o The Boyer Company
 90 South 400 West, Suite 200
 Salt Lake City, UT 84109
 Attention: Wade Williams
 Telephone No.: (801) 521-4781
 Facsimile No.: (801) 521-4793

Tenant: LARRY H. MILLER THEATRES, INC.
 9350 S. 150 E. Suite 1000
 Sandy, UT 84070
 Salt Lake City, UT
 Attention: General Counsel

Telephone No.: (801) 563-4167
Facsimile No.: (801) 563-4199

3. **Assignment and Subletting.** Tenant may not assign the Lease or sublet the whole or any part of Theatre, nor license concessions or lease departments therein (each individually and collectively referred to in the Lease as a "Transfer") without prior written consent of Landlord. Consent by Landlord to any Transfer shall not constitute a waiver of the requirement for such consent to any subsequent Transfer. Notwithstanding assignment, Tenant shall remain liable for full performance of the Tenant's obligations under the Lease.

4. **Memorandum.** This Memorandum only briefly summarizes some of the provisions of the Lease and reference should be made to the Lease for the full text of all provisions of the Lease. In the event of any conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.

TENANT:

LARRY H. MILLER THEATRES, INC.
A Utah corporation

By: *Lawrence H. Miller*
Its: Lawrence H. Miller, Secretary

LANDLORD:

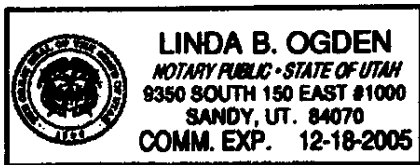
THE DISTRICT, L.C.
A Utah limited liability company

By: *[Signature]*
Its: Manager

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 15th day of February, 2005, the foregoing instrument was acknowledged before me, the undersigned notary public, by Lawrence H. Miller, who acknowledged himself to be the Secretary of Larry H. Miller Theaters, Inc., a Utah corporation, and that he, in such capacity being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

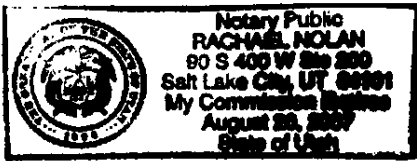


Linda B. Ogden
Notary Public

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 20th day of January, 2005, the foregoing instrument was acknowledged before me, the undersigned notary public, by Steven B. Oster, who acknowledged himself to be the Manager of **THE DISTRICT, L.C.**, a Utah limited liability company, and that he, in such capacity being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Rachael Nolan
Notary Public

EXHIBIT "A"

[Legal Description of Lease Premises and Shopping Center]

**LEGAL DESCRIPTION
EXHIBIT "A"**

A part of the Southwest quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in South Jordan, Salt Lake County, Utah:

Beginning at a point 835.11 feet North 0° 00' 42" East along the quarter section line; and 343.50 feet North 89° 50' 48" West from the South quarter corner of said Section 20; and running thence North 89° 50' 48" West, 424.05 feet; thence South 0° 00' 23" East 169.51 feet; thence South 56° 48' 14" West 16.08 feet; thence South 89° 59' 18" West 504.90 feet; thence North 209.36 feet along the center of 3800 West Street; thence North 89° 59' 18" West 676.48 feet to the East line of the Bangerter Highway; thence North 2° 00' 49" West 496.81 feet along said East line; thence South 89° 59' 18" East 634.54 feet; thence Southeasterly along the arc of a 422.00 foot radius curve to the right, a distance of 145.11 feet (Central Angle equals 19° 42' 07" and long chord bears South 15° 24' 28" East 144.40 feet); thence South 0° 00' 42" West 25.96 feet; thence South 89° 59' 18" East 963.50 feet; thence South 0° 00' 42" West 363.44 feet to the point of beginning.

Together with easements, rights and appurtenances as defined in that certain Operation and Easement Agreement between Target Corporation, and The District, dated January 24, 2005, recorded January 27, 2005, as Entry No. 9283656, In Book 9087, at Page 8410, in the official records of Salt Lake County.

The following is shown for information purposes only: Part of Tax ID No. 27-20-301-015