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 Gary W. Ott
 Recorder, Salt Lake County, UT
 FOUNDERS TITLE
 BY: eCASH, DEPUTY - EF 3 P.

WHEN RECORDED, RETURN TO:

MEMORANDUM OF AMENDMENT TO LEASE

This Memorandum of Amendment to Lease ("Memorandum") is dated this 22nd day of May, 2006, by LARRY H. MILLER THEATRES, INC. ("Tenant"), a Utah corporation.

Notice is hereby given that Tenant and THE DISTRICT, L.C. ("Landlord"), a Utah limited liability company, are parties to a written Ground Lease ("Lease") dated January 25, 2005, relating to certain real property consisting of approximately 17 acres, as amended ("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
Lawrence H. Miller, Secretary

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

On the 22nd day of May 2006, 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.

Marilyn N. Smith

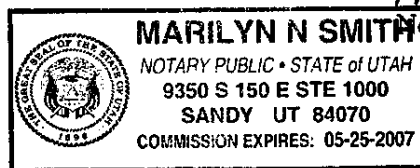


EXHIBIT "A"

[Legal Description of Lease Premises]

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 on the East Line of the Bangerter Highway being 1199.40 feet North 0° 00' 42" East along the quarter section line; and 1974.09 feet North 89° 59' 18" West from the South quarter corner of said Section 20; and running thence South 89° 59' 18" East 1360.59 feet; thence South 0° 00' 42" West 573.00; thence North 89° 59' 18" West 642.74; thence North 84° 59' 59" West 80.50 feet; ; thence North 89° 59' 18" West 617.64 feet to the East Line of the Bangerter Highway; thence North 2° 00' 49" West 566.35 feet along said East line 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: Tax ID No.'s: Part of 27-20-301-015; Part of 27-20-351-004; 27-20-351-010; 27-20-351-011; 27-20-376-010; Part of 27-20-376-011; Part of 27-20-376-029; and Part of 27-20-376-041