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Book - 9303 Pg - 1-8
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 8 P.

When recorded, return to:
Oksana Guy
U.S. Bank National Association
170 South Main Street
6th Floor
Salt Lake City, Utah 84101

LANDLORD'S CONSENT TO ENCUMBRANCE

THIS LANDLORD'S CONSENT TO ENCUMBRANCE (this "Agreement") is entered into as of the 15th day of May, 2006, by and between U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Lender"); THE DISTRICT, L.C., a Utah limited liability company (the "Lessor"); and LARRY H. MILLER THEATRES, INC., a Utah corporation (the "Lessee").

Recitals:

A. The Lessor has leased to the Lessee certain real property located in Salt Lake County, Utah and described on Exhibit "A" attached hereto and incorporated herein (the "Premises") pursuant to the terms of a Ground Lease dated as of January 26, 2005, as amended by a Amendment to Ground Lease dated May 15, 2006 (the "Lease").

B. Section 25 of the Lease permits the Lessee to encumber the Lessee's leasehold interest under the Lease with a leasehold mortgage or trust deed.

C. The Lender has extended credit to the Lessee pursuant to the terms of a Loan Agreement dated as of May 15, 2006, together with a Promissory Note and other documents related thereto (the "Loan Documents").

D. The Loan Documents are to be secured by a Leasehold Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing (hereinafter the "Leasehold Trust Deed") encumbering the Lessee's right, title and interest in and to the Premises under the Lease.

E. The Lender wishes to have the Lessor consent to the Leasehold Trust Deed, to acknowledge the rights of the Lender under the Lease (including without limitation Section 25 of the Lease) and to provide other assurances with respect thereto.

Agreement:

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The Lessor hereby consents to the encumbrance of the Lessee's leasehold interest under the Lease pursuant to the Leasehold Trust Deed in favor of the Lender to secure the

payment and performance of the obligations of the Lessee to the Lender under the Loan Documents. The Leasehold Trust Deed shall not encumber Lessor's fee title to the Premises.

2. The Lessor and the Lessee each affirm that, as of the date of this Agreement, the Lease is in full, force and effect, and, to the Lessor's knowledge, there is no default or event of default under the Lease and no grounds for termination of the Lease.

3. With respect to the rights of the Lender under the Leasehold Trust Deed (and the rights of the Lender as "Lienholder" thereunder), Section 25 of the Lease is hereby amended to read as follows:

25. Mortgage.

25.1 Leasehold Mortgage. Tenant or any permitted assignee or subtenant of Tenant may place a single leasehold security interest including, but not limited to, a leasehold mortgage or leasehold deed of trust, on Tenant's leasehold interest in the Leased Premises which may include Tenant's interest in the Theatre (with such party referred to as the "Lienholder"). Such leasehold security interest holder shall not encumber Landlord's fee title to the Leased Premises, and shall be subject to all of the terms and conditions of this Ground Lease and Landlord's rights thereunder.

25.2 Notice of Default. In the event Tenant is in default under this Ground Lease as defined in Section 19 ("Default"), Landlord agrees to give written notice of such Default to the Lienholder under any such leasehold security interest, whose name and address shall be furnished to Landlord by Tenant. The Lienholder shall have fifteen (15) additional days beyond the cure period provided to Tenant to cure the Default if it can be cured by the payment of money required to be paid under the terms of the Ground Lease or, if the Default is not so curable, to commence and thereafter diligently pursue to completion reasonable steps and proceedings to foreclose on the leasehold covered by the Leasehold Trust Deed (during which period the monetary obligations under the Ground Lease shall be kept current). Landlord shall have no obligation to provide any additional notice to the Lienholder that Tenant failed to cure any default in the time allowed. Neither Landlord nor Lienholder shall terminate this Ground Lease as a result of any Default, re-enter the Leased Premises, or exercise any other remedy available at law which would affect Tenant's rights under this Ground Lease, provided said Lienholder has cured said Default or commenced foreclosure (and cured all monetary defaults and kept all monetary defaults current) as described above and within the time set forth above and diligently pursued such foreclosure.

25.3 Offer of New Lease. In the event the Default has not been cured as set forth in Section 25.2 (or, if applicable, Lienholder has not commenced and diligently pursued foreclosure as set forth in Section 25.2) and Landlord proposes to declare the term of this Ground Lease ended by reason of such Default, Landlord, simultaneously with the sending of the notice of termination, shall send to said Lienholder an offer to enter into a new lease with said Lienholder on the same terms and conditions as this Ground Lease, except that the tenant shall be said Lienholder or its designee, the commencement date shall be the first day of the first calendar month following the date said Lienholder mails the new lease to Landlord, and the termination date shall be the termination date of this Ground Lease. The offer may be accepted by mailing within sixty (60) days of the sending of said offer two (2) duly executed originals of each new lease to Landlord together with the payment of or evidence of the payment of all sums due and unpaid under this Ground Lease as of the date of the notice referred to in Section 25.2 up to the commencement date of said new lease and the curing of all non-monetary defaults that are reasonably capable of being cured and Lienholder's failure to respond within the sixty (60) day period shall result in the termination of this Ground Lease. Upon receipt of said new lease and said payment or evidence of said payment and the curing of all non-monetary Defaults that are reasonably capable of being cured, Landlord shall immediately execute both originals of said new lease and return one (1) fully executed copy thereof to the new tenant. Upon the commencement date of said new lease, this Ground Lease shall terminate and be of no further force and effect; provided, however, in doing so, Landlord does not waive any rights under the original Lease against the original Tenant.

25.4 Lender as Successor. Landlord further agrees that, should said Lienholder or its designee acquire Tenant's interest in the improvements constructed as part of the Theatre through a foreclosure of such mortgage or deed of trust or any transfer in lieu thereof, said Lienholder or its designee shall have the right to attorn to Landlord (and to Landlord's mortgagee"), provided said Lienholder or its designee cures all Defaults of Tenant under this Ground Lease existing at the time of such attornment that are reasonably capable of being cured, and Landlord will accept such attornment, and said Lienholder or its designee and Landlord or its designee shall have the same rights and obligations toward one another which they would have had had this Ground Lease been entered into with Landlord, as Landlord, and said Lienholder or its designee, as Tenant. Landlord and Lienholder agree to execute any documents required reasonably by Landlord or said Lienholder in connection with Landlord's and Lienholder's obligations under this Section 25, subject to Landlord's prior approval thereof. Should the Lienholder acquire Tenant's interest in

the improvements constructed as part of the Theatre through a foreclosure of such mortgage or deed of trust or any transfer in lieu thereof, such Lienholder shall have the right to cease business operations in the improvements constructed as part of the Theatre for not more than ninety (90) days, and shall have the right to transfer the improvements to a new operator reasonably acceptable to Lessor during such ninety (90) day period. Any new operator shall take the improvements subject to all terms of the Lease and the OEA, and shall operate the improvements as a theater, unless otherwise agreed upon by Landlord in Landlord's discretion.

4. The Lessor and the Lessee agrees that the Lease will not be amended except with the prior written consent of the Lender, which consent will not be unreasonably withheld.

5. The Lessor hereby subordinates for the benefit of the Lender all lessor's prejudgment liens and security interests that the Lessor may now or hereafter have under applicable law or by the terms of the Lease in the personal property of Lessee so long as the Leasehold Trust Deed is in existence. Lessor hereby disclaims any right or title in equipment now or hereafter constituting collateral for the Lessee's indebtedness to the Lender by reason of the installation or affixation thereof to the Premises and consents to the installation or affixation thereof to the Premises.

6. The Lender may remove fixtures, equipment or other personal property constituting collateral for the Lessee's obligations and indebtedness to the Lender in accordance with the Lender's agreements with the Lessee and without liability or accountability to the Lessor (except to the extent that the Lender or the Lessee is obligated under Article 9 of the Uniform Commercial Code or under the terms of the Lease for the repair of damage to the Premises caused thereby), and the Lessor agrees that it will grant Lender the right of entry at any reasonable time to remove said equipment or collateral from the Premises.

7. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if delivered personally on the party to whom notice is to be given, or on the first business day after being sent by overnight delivery mail or the third business day after being mailed by certified first class mail, return receipt requested, in each case to the party to whom notice is to be given and properly addressed as follows:

Lessee:

Larry H. Miller Theatres, Inc.
9350 South 150 East
Suite 1000
Sandy, Utah 84070
Attention: Larry H. Miller

Lessor:

The District, L.C.
c/o The Boyer Company
90 South 400 West, Suite 200
Salt Lake City, Utah 84109
Attention: Wade Williams

Lender:

U.S. Bank National Association
170 South Main Street
6th Floor
Salt Lake City, Utah 84101
Attn: Oksana Guy

Any party may change its address for purposes of this Section by giving the other parties written notice of the new address in the manner set forth above.

8. In the event the terms of this Agreement are inconsistent with the terms of the Lease, this Agreement shall govern.

****Signatures on the following page****

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto by their duly authorized representatives as of the date written above.

LESSOR:

The District, L.C.

By: [Signature]
Print Name: Devon M. Glenn
Title: Manager

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

The foregoing instrument was acknowledged before me this 19th day of May, 2006, by Devon M. Glenn, the Man of The District, L.C.

[Signature]
Notary Public



LESSEE:

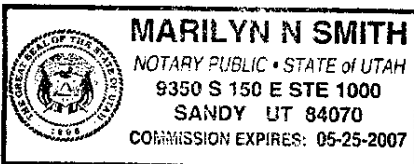
Larry H. Miller Theatres, Inc.

By: [Signature]
Print Name: Lawrence H. Miller
Title: Secretary

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

The foregoing instrument was acknowledged before me this 22 day of May, 2006, by Lawrence H. Miller, the Secretary of Larry H. Miller Theatres, Inc.

[Signature]
Notary Public



LENDER:

U.S. Bank National Association

By: [Signature]
Print Name: Oksana Guy
Title: A. J. P.

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

The foregoing instrument was acknowledged before me this 23 day of May, 2006, by Oksana Guy, the A.V.P. of U.S. Bank National Association.

Brenda K Hardy
Notary Public

ACKNOWLEDGMENT



The undersigned hereby consents to and agrees with the foregoing, including without limitation the terms of the Amendment to Ground Lease and the amendments to the Ground Lease set forth in this Agreement.

KeyBank National Association

By: Alice M Burton
Print Name: Alice M Burton
Title: Vice President

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

The foregoing instrument was acknowledged before me this 19 day of May, 2006, by Alice M Burton the VP of KeyBank National Association.

Dawn Anderson
Notary Public

Exhibit "A"
(Legal Description)

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