



MEMORANDUM OF LEASE

F-71274W

This Memorandum of Lease (this "Memorandum") dated as of the 7 day of May, 2007 is entered into by and between LARRY H. MILLER THEATRES, INC., a Utah corporation ("Lessee"), with an address at 9350 South 150 East, Suite 1000, Sandy, Utah 84070, and BOYER OGDEN MALL, L.C., a Utah limited liability company ("Lessor"), with an address of 90 South 400 West, Suite 200, Salt Lake City, Utah 84109.

WITNESSETH THAT:

WHEREAS, Lessor has leased to Lessee, and Lessee has leased from Lessor, upon and subject to the covenants and agreements set forth in that certain Sub-Ground Lease dated January 2, 2007 (the "Lease") by and between Lessor and Lessee, certain premises located in the County of Weber, State of Utah, all as more particularly described on Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, Lessor and Lessee record this Memorandum in lieu of recording the Lease itself for the purpose of placing the public on notice of inquiry as to the specific provisions, terms, covenants and conditions of the Lease, the provisions thereof material to this Memorandum being incorporated herein, made a part hereof by reference and available from either party hereto at their above-stated respective addresses.

Without limitation, the Lease contains the following covenants and agreements between Lessor and Lessee, to-wit:

1. Term. The Lease provides for a fixed term ("Term") expiring at midnight December 31, 2022, unless modified or earlier terminated pursuant to the terms of the Lease. Lessee has the option to extend the Term for three (3) successive periods of ten (10) years each under the terms set forth in the Lease.

2. Ratification of Lease. Nothing herein contained is intended to or does change, modify or affect any of the terms or provisions of the Lease or the rights, duties or obligations contained therein, all of which remain in full force and effect.

3. Binding Effect. This Memorandum is binding on and shall inure to the benefit of the parties and their respective heirs, executors, personal representatives, successors and assigns and shall be appurtenant to and shall run with the land.

WITNESS the hands of the undersigned as of the date and year first written above.

LESSEE:

LARRY H. MILLER THEATRES, INC.

By: Lawrence H Miller  
Lawrence H. Miller, Secretary

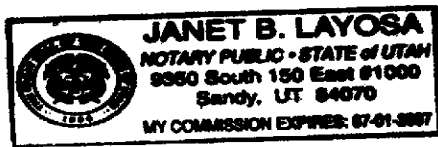
LESSOR:

BOYER OGDEN MALL, L.C.

By: [Signature]  
Its: Manager

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

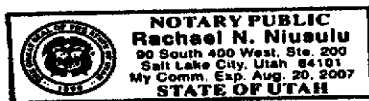
Before me, the undersigned, a Notary Public in and for said County and State, on this 7 day of May, 2007, personally appeared Lawrence H. Miller as Secretary for Larry H. Miller Theatres, Inc., a Utah corporation, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, all for the uses and purposes therein set forth.



Janet B Layosa  
Notary Public

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

Before me, the undersigned, a Notary Public in and for said County and State, on this 2nd day of May, 2007, personally appeared Steven B. Ostler as Manager of Boyer Ogden Mall, L.C., a Utah limited liability company, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, all for the uses and purposes therein set forth.



Rachael N Niusulu  
Notary Public

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**Parcel 1:**

**Lot 10A, Ogden City Entertainment Subdivision -- Phase 2 Amended, according to the official plat thereof, on file and of record in the office of the Weber County Recorder.**

**The following is shown for information purposes only: Tax ID No. 01-099-0006** *SC*

**Parcel 2:**

**The non-exclusive rights for parking and for vehicular and pedestrian access as defined by the "Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements" as provided in the unrecorded lease, over and across the following parcels of land:**

**Lot 10B, and 11 Ogden City Entertainment Subdivision - Phase 2 Amended;  
and Lots 11A, 11B, and 11C, Ogden City Entertainment Subdivision - Phase 2 (Amended) Lot 11 2nd Amendment, according to the official plat thereof, on file and of record in the office of the Weber County Recorder.**

**Parcel 3:**

**The non-exclusive rights for parking and for vehicular and pedestrian access appurtenant to the interest of Boyer Ogden Mall, L.C., a Utah limited liability company, in Parcel 1 above, pursuant to and created by that certain instrument entitled Parking License Agreement, the existence of which Parking License Agreement is disclosed by a Memorandum of Parking License Agreement recorded March 1, 2007, as Entry No. 2245550 of the Official Records of the Weber County Recorder, in and to the following described property:  
Lots 4 and 9, Ogden City Entertainment Subdivision - Phase 2 (Amended), according to the official plat thereof, on file and of record in the office of the Weber County Recorder.**