



W2274424

E# 2274424 PG 1 OF 15
ERNEST D ROWLEY, WEBER COUNTY RECORDER
28-JUN-07 12:27 PM FEE \$38.00 DEP VD
REC FOR: FOUNDERS TITLE COMPANY
ELECTRONICALLY RECORDED

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

E-71274-W SPACE ABOVE THIS LINE FOR RECORDER'S USE

Leasehold Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing

THIS TRUST DEED SECURES PROMISSORY NOTES THAT BEAR INTEREST IN RELATION TO AN INDEX RATE WHICH VARIES ACCORDING TO CHANGES IN THE INDEX RATE, ALL AS SET FORTH IN THE PROMISSORY NOTES AND THE LOAN AGREEMENT.

THIS TRUST DEED CONSTITUTES A SECURITY AGREEMENT, AND IS FILED AS A FIXTURE FILING, WITH RESPECT TO ANY PORTION OF THE PROPERTY IN WHICH A PERSONAL PROPERTY SECURITY INTEREST OR LIEN MAY BE GRANTED OR CREATED PURSUANT TO THE UTAH UNIFORM COMMERCIAL CODE OR UNDER COMMON LAW, AND AS TO ALL REPLACEMENTS, SUBSTITUTIONS, AND ADDITIONS TO SUCH PROPERTY AND THE PROCEEDS THEREOF. FOR PURPOSES OF THE SECURITY INTEREST OR LIEN CREATED HEREBY, BENEFICIARY IS THE "SECURED PARTY" AND TRUSTOR IS THE "DEBTOR." THIS TRUST DEED IS INTENDED ALSO TO BE A FIXTURE FILING AND IS TO BE INDEXED NOT ONLY AS A DEED OF TRUST BUT ALSO AS A FIXTURE FILING.

This Leasehold Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing (the "Trust Deed") is made this 28 day of June, 2007, among Miller Family Real Estate, L.L.C., a Utah limited liability company ("Miller Family"), and Larry H. Miller Theatres, Inc., a Utah corporation ("Miller Theatres"), with Miller Family and Miller Theatres referred to individually and collectively as TRUSTOR hereunder, whose address is 9350 South 150 East, Suite 1000, Sandy, Utah 84070, and Founders Title Company, whose address is 746 E. Winchester Street, Salt Lake City, Utah 84107, as TRUSTEE hereunder, and U.S. Bank National Association, as Lender and as Agent for Lenders as set forth in the Loan Agreement as hereinafter defined, whose address is 170 South Main Street, 6th Floor, Salt Lake City, Utah 84101, as BENEFICIARY hereunder.

I. Granting Clause

For good and valuable consideration, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably conveys, transfers, pledges and assigns to Trustee, in trust for Beneficiary, with power of sale, and, in addition thereto, grants to Beneficiary a security interest in, all of Trustor's present and future right, title and interest in and to all of the following property (severally and

collectively, the "Property"):

All of that certain real property located in Weber County, Utah, and more particularly described on Exhibit "A" hereto, including without limitation all right, title and interest in and to the leasehold estate arising under that certain Sub-Ground Lease, dated January 2, 2007, as may be amended and modified (the "Lease"), wherein Miller Family is lessee and wherein Boyer Ogden Mall, L.C. (the "Lessor") is lessor, a memorandum of which was recorded on May 9, 2007 with the Weber County Recorder, Utah, as Entry No 2262615 (the "Real Property");

All present and future tenements, hereditaments, easements, plats, declarations, rights, leases, guaranties of leases, subleases, licenses, benefits, privileges, permits, water, water rights, shares of stock in irrigation districts or evidencing water rights, contracts for effluent, all other contractual rights to water, rights of way, pipes, ditches, fences and appurtenances belonging or in any way appurtenant to, and all oil, gas and other hydrocarbons and other minerals produced from or underlying, the Real Property or any portion thereof, or any improvements or development thereon, and all reversions, remainders, rents, issues, and profits thereof;

All buildings and improvements now or hereafter erected on the Real Property or any portion thereof, and all equipment, inventory and fixtures now or hereafter attached to or located on or used in connection with the Real Property;

All present and future licenses, permits, approvals and agreements from or with any governmental or quasi-governmental agency or entity or any other person relevant to the zoning, subdivision, division, development, improvement, use, lease, sale or other disposition of the Real Property or any portion thereof, or any buildings or improvements now or hereafter erected, placed or located on the Real Property or any portion thereof;

All present and future plans, specifications, drawings, analyses, surveys, reports and other design products, relating to all present and future buildings and tenant and other improvements (including landscaping) constructed on the Real Property or any portion thereof, and all rights in and to all architectural and engineering contracts, surety bonds, warranties, land use plans, studies, building contracts, soils reports, appraisals, feasibility and market studies, management agreements, operating agreements, service contracts, development contracts, design contracts, sign design contracts, space planning contracts and any other agreements with respect to planning, designing, developing, or inspecting construction on the Real Property or any portion thereof and any buildings or improvements thereon, together with any accounts and funds maintained under, pursuant to, or in connection with any such contracts and agreements;

All present and future water service and wastewater capacity reservation agreements and security agreements, and all other present and future contracts, agreements, books and records relating to the development, improvement, use, leasing, sale, disposition, operation and management of the Real Property or any portion thereof, all buildings and

other improvements or personal property now or hereafter placed, erected or located on the Real Property, and any accounts and funds maintained under, pursuant to, or in connection with any such contracts and agreements;

All present and future rights under or with respect to: (i) any declarations of restrictions governing or imposing rights or responsibilities on or with respect to any subdivisions, horizontal property regimes, condominiums, planned area developments, planned unit developments or master plans which are partially or wholly located on or affect the Real Property; (ii) any design review or architectural review committee and any property owners', condominium association, or similar association described in or created by the documents referred to in the foregoing clause (i), together with any voting rights therein; and (iii) any and all other documents and instruments and any amendments relating to the operation, organization, control or development of the Real Property;

All adjacent streets (open or proposed), roads, sidewalks, alleys, public places, parking areas, now or hereafter appurtenant to or used or useful in connection with the Real Property or any portion thereof, or any buildings or other improvements now or hereafter erected, placed or located on the Real Property or any portion thereof;

All rights in and to any present or future contracts, agreements, commitments, options, revenues, deposits (including deposits with any public or private utility with respect to utility services furnished to the Real Property), refunds, credits, retentions, or other rights or considerations that in any way relate to or arise out of any development, use, improvement, sale or disposition of the Real Property or any portion thereof, or any buildings or other improvements or personal property now or hereafter erected, placed or located on the Real Property or any portion thereof, or any business now or hereafter conducted on the Real Property;

All rights to the use of any trade name or trademark by which the Real Property or any portion thereof, or any improvements or development thereon, are known;

All rights under any policy or policies of insurance (including premium refunds and credits and insurance proceeds) insuring against damage or loss with respect to any portion of the Property, including all fire, casualty, business interruption, rent loss and flood insurance, whether or not such insurance is required by this Deed of Trust or Beneficiary;

All goods, materials, supplies, fixtures, machinery, furniture and furnishings, appliances, attachments, equipment, inventory, general intangibles, accounts, chattel paper, instruments, notes, drafts, letters of credit, documents and other personal property (to the extent that any of the foregoing constitute personal property under applicable law) that directly or indirectly relate to or are used or intended for use on or in connection with the use, leasing, development, design, financing, construction and/or sale of the Real Property or any portion thereof, or any buildings or improvements located thereon or any easements, appurtenances, hereditaments or privileges appurtenant or incident thereto;

and

All (i) replacements and substitutions for, (ii) additions to, (iii) proceeds and products of (including all insurance proceeds and condemnation awards (or proceeds of any purchase in lieu thereof) which are or may become payable with respect thereto), and (iv) books, records and files relating to, all or any portion of the items described in the preceding paragraphs.

To have and to hold the same.

II. Obligations Secured

FOR THE PURPOSE OF SECURING (1) the payment of the indebtedness evidenced by or described in that certain Term Promissory Note evidencing the Term Theater Loan (as described in the Agreement identified below) of even date herewith, in the stated principal amount of **\$18,445,000**, made by Miller Family, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions, renewals, substitutions and modifications therefor; (2) payment of the indebtedness evidenced by or described in that certain Term Promissory Note evidencing the Term Equipment Loan (as described in the Agreement identified below), in the stated principal amount of **\$4,000,000**, made by Miller Theatres, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions, renewals, substitutions and modifications therefor (the foregoing two Term Promissory Notes shall be referred to as the "Notes"); (3) the performance of each agreement of Trustor herein contained or contained in the Loan Agreement of even date herewith, between Trustor, Beneficiary and the Lenders thereunder (the "Agreement") or in any other agreement between Trustor, Beneficiary and the Lenders relating to the use of the loan proceeds evidenced by the Notes or securing the obligations of the Notes or the Agreement; (4) the payment and performance of all obligations and liabilities of Trustor under the terms of any other document executed for the benefit of Beneficiary in connection with the Notes and the Agreement (which, as may be amended or supplemented, together with the Notes and the Agreement, shall be referred to collectively as the "Transaction Documents"); (5) the payment of such additional loans or advances as hereafter may be made to Trustor by Beneficiary and/or the other Lenders when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; (6) all obligations that may be owed to Beneficiary, Lenders or any of their respective affiliates under any and all interest rate protection agreements executed by Trustor in connection with the Agreement, whether now existing or hereafter arising; and (7) the payment of all sums expended or advanced by Beneficiary and the Lenders under or pursuant to the terms hereof and the Agreement, together with interest thereon as herein provided. If the Notes evidence a term obligation with advances to be made thereunder over time in an aggregate amount not to exceed the principal amount stated above (as may be increased by written amendment), all such advances shall be considered obligatory future advances (subject to the conditions precedent for such advances as set forth in the Transaction Documents) and secured by this Trust Deed.

An "Event of Default" under this Trust Deed shall occur upon the occurrence of an Event of Default set forth in the Loan Agreement.

III. Payments and Performance

Trustor agrees and covenants for the benefit of Beneficiary as follows:

1. Trustor shall ensure prompt and timely payment and performance of all obligations under the Notes, the other Transaction Documents, and the other obligations secured by this Trust Deed.
2. All payments made to Beneficiary under the Transaction Documents shall be applied in the following order:
 - i. The costs and expenses for which Trustor is responsible under this Trust Deed and the Transaction Documents;
 - ii. Any late fees assessed pursuant to the Transaction Documents;
 - iii. Interest accrued with respect to the Notes and the other indebtedness secured hereby; and
 - iv. Principal on the Notes and the other indebtedness secured hereby.

IV. Covenants, Representations, Remedies

Trustor hereby agrees, covenants and represents for the benefit of the Trustee and Beneficiary as follows:

1. Trustor shall keep the Property in good condition and repair; not remove or demolish any building or improvement or landscaping; complete or restore promptly and in good workmanlike manner any building or improvement or landscaping which may be constructed, damaged or destroyed thereon; comply with all laws, regulations, covenants and restrictions affecting the Property including without limitation all applicable local, state and federal laws, rules, regulations and ordinances relating to land use and zoning; not commit or permit waste on the Property; not commit, suffer or permit any act upon the Property in violation of law; and do all other acts which from the nature or use of the Property may be reasonably necessary to maintain its value.
2. Trustor shall provide and maintain insurance, of such type or types and amounts required by the Transaction Documents or as Beneficiary may otherwise require, on the building and improvements now existing or hereafter constructed or placed on the Property, with all such policies and all payments and proceeds therefrom hereby assigned to Beneficiary. Such insurance shall be provided by insurance companies approved by Beneficiary with loss payable clauses and mortgagee clauses in favor of and in form acceptable to Beneficiary. In the event of a loss, Trustor shall give immediate notice to Beneficiary, and Beneficiary alone may make proof of loss, and each insurance company is hereby authorized and directed to make payment for such loss directly

to Beneficiary alone instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at Beneficiary's sole option, to the reduction of the indebtedness secured by this Trust Deed in such order as determined by Beneficiary or to the restoration or repair of the damage. In the event that Trustor shall fail to provide satisfactory hazard insurance within 30 days prior to the expiration of any expiring policy, Beneficiary may procure, on Trustor's behalf, insurance in favor of Beneficiary alone with Trustor hereby agreeing to reimburse Beneficiary immediately for such costs. If insurance cannot be secured to provide the required coverage, or if Trustor fails to reimburse Beneficiary immediately for the costs of insurance incurred by Beneficiary, such event will constitute an Event of Default under the terms of this Trust Deed. In the event of the foreclosure of this Trust Deed or other transfer of title to the Property in extinguishment, in whole or in part, of the indebtedness secured by this Trust Deed, all right, title and interest of the Trustor in and to any insurance policy then in force shall pass to the purchaser or grantee.

3. Trustor shall deliver to, pay for and maintain with Beneficiary until the indebtedness secured by this Trust Deed is paid in full, such evidence of title as required by the Transaction Documents or as Beneficiary may require, including a lender's policy of title insurance issued in favor of Beneficiary showing this Trust Deed in a first lien position (subject only to the exceptions to title that Beneficiary permits), together with customary endorsements thereto.

4. Trustor shall appear in and defend any action or proceeding purporting to challenge or affect the liens and security interests granted by this Trust Deed, the title to the Property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect also to appear in or defend any such action or proceeding, pay all costs and expenses, including costs and attorney's fees incurred by Beneficiary and Trustee in such action or proceeding.

5. Trustor shall pay at least 20 days before delinquency all taxes and assessments affecting the Property, including all assessments upon water company stock and all assessments and charges for water and other utilities used in connection with the Property; pay, when due, all encumbrances, charges, and liens with interest on the Property or any part thereof, which at any time appear to be prior or superior hereto; and pay all costs, fees and expenses incurred by Beneficiary in connection with this Trust Deed.

6. Upon an Event of Default, Beneficiary or Trustee, but without any obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation under this Trust Deed and the Transaction Documents may (i) take measures as either may deem necessary to protect and preserve the liens and security interests granted by this Trust Deed, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (ii) commence, appear in and defend any action or proceeding purporting to affect the Property, this Trust Deed or the rights or powers of Beneficiary or Trustee under this Trust Deed; (iii) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior to this Trust Deed; and (iv) in exercising any such powers, expend whatever amounts it may deem necessary therefor, including title work and the employment of attorneys, with Trustor hereby agreeing to reimburse Beneficiary or Trustee for all such expenses with interest thereon at the applicable interest rate set forth in the Notes.

7. Beneficiary shall have the right to inspect the Property at any and all times during usual business hours.

8. Trustor shall pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee with interest thereon at the applicable rate under the Notes or the Transaction Documents.

9. Should the Property or any part thereof be taken or damaged by reason of any public improvements or condemnation proceeding, Beneficiary shall be entitled to receive independently and solely all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, right of action and proceeds, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured by this Trust Deed in such order as Beneficiary may determine. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary may request.

10. Beneficiary and Trustee may, at any time, in their sole discretion (and with no obligation to do so), (a) consent to the making of any plat of the Property; (b) join in granting any easement or creating any restriction with respect to the Property; (c) join in any subordination or other agreement affecting this Trust Deed; and (d) reconvey, without warranty, all or any part of the Property. The grantee in any reconveyance may be described as "the person or persons entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof.

11. Trustor hereby assigns absolutely to Beneficiary all leases, rents, issues and royalties generated at or arising in connection with any portion of the Property, whether now existing or hereafter arising. Until an Event of Default, Trustor shall be permitted to collect all such leases, rents, issues and royalties payable prior to such Event of Default as they become due and payable (Trustor may not collect any prepayments thereof). If an Event of Default occurs, Trustor's privilege to collect any of such moneys and enjoy the benefits of such Property shall immediately cease, and Beneficiary shall have the right, as stated above, with or without taking possession of the Property, to collect all leases, rents, issues and royalties and enjoy the benefits of the Property. Failure of or discontinuance by Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be or be construed to be, an affirmation by Beneficiary of any tenancy, lease, or option, nor an assumption of liability under, nor a subordination of the lien of this Trust Deed to any such tenancy, lease or option.

12. Upon an Event of Default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the ex parte appointment of such receiver without the posting of a bond or undertaking and consenting to

the appointment of Beneficiary or its affiliate as such receiver and without regard to the value of the Property or the adequacy of any security for the indebtedness secured by this Trust Deed), enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect leases, rents, issues and royalties including those past due and unpaid, and apply such collections, less costs and expenses of operation and collection, including attorney's fees, upon the indebtedness secured hereby, and in such order as Beneficiary may determine. This right to the appointment of a receiver is a contractual right that may be specifically enforced by Beneficiary with or without adherence to any rule of civil procedure applicable otherwise to the prejudgment appointment of a receiver.

13. The exercise by Beneficiary of the remedies provided by this Trust Deed, including the entering upon and taking possession of the Property, the appointment of a receiver, the collection of leases, rents, issues, and royalties, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the Property, and the application thereof, shall not cure or waive any Event of Default, nor shall it affect or limit the rights of Beneficiary to commence foreclosure proceedings pursuant to the applicable trust deed statute or as otherwise provided by law. The judicial appointment of a receiver shall not affect the rights of Beneficiary to conduct at any time a power of sale foreclosure.

14. Failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any Event of Default or acceptance of payment of any payment secured hereby after its due date shall not constitute a waiver of any Event of Default.

15. In the event of the passage, after the date of this Trust Deed, of any law deducting from the value of the Property for the purposes of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of trust deeds or debts secured by trust deeds, or the manner of the collection of any such taxes, so as to materially and negatively affect this Trust Deed or the obligations secured hereby, an Event of Default shall be deemed to have occurred under this Trust Deed.

16. Time is of the essence hereof. Upon an Event of Default, all sums secured hereby shall immediately become due and payable in full at the option of Beneficiary. Upon an Event of Default, and without any obligation on Beneficiary to give notice of such acceleration, Beneficiary may execute or cause Trustee to execute and record a "notice of default" pursuant to the applicable trust deed statutes and commence a power of sale foreclosure permitted by those trust deed statutes.

17. At any time after the lapse of such time as may then be required by law following the recordation of a notice of default, and a notice of sale having been given in the manner required or permitted by law, Trustee, without demand on Trustor, may sell the Property on the date and at the time and place designated in such notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may request, at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any reason, postpone the sale from time to time to the extent permitted by law until it

shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale. Trustee shall execute and deliver to the purchaser its trustee's deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the trustee's deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale (with Beneficiary having the right to credit bid). Except as otherwise directed by applicable law, Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) the costs of any appraisals, environmental audits, and evidences of title procured in connection with such sale and any expenses associated with the trustee's deed; (3) all sums expended under the terms of this Trust Deed and the Transaction Documents not then repaid, with accrued interest from the day of expenditure at the applicable rate set forth in the Notes or the Transaction Documents; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit or interplead the balance of such proceeds with the county clerk or a court of the county in which the sale took place with Trustee entitled to be reimbursed in such action for its costs and attorneys' fees.

18. Trustor agrees to surrender complete possession of the Property to the purchaser at the trustee's sale immediately after such sale in the event such possession has not previously been surrendered by Trustor.

19. Upon the occurrence of an Event of Default and the resulting acceleration of the indebtedness secured by this Trust Deed, and even if steps have been taken to commence a power of sale foreclosure, Beneficiary shall have the option at all times to foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property, and Beneficiary shall be entitled to recover from Trustor in such proceedings all costs and expenses incident thereto including appraisals, environmental audits, title reports, court costs and attorney's fees in such amount as shall be determined by the court. Beneficiary shall have the right at any time to commence a power of sale foreclosure even if Borrower has commenced a judicial foreclosure. The foreclosure rights and remedies of Beneficiary are cumulative in all respects.

20. This Trust Deed hereby grants a security agreement to Beneficiary in the portions of the Property constituting personal property pursuant to the Uniform Commercial Code and other applicable law. This Trust Deed is also a financing statement and fixture filing to be filed for record in the real property records of the county in which the Property is located. Beneficiary is authorized to file all other Uniform Commercial Code financing statements deemed necessary by Beneficiary covering some or all of the Property. Upon an Event of Default, Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code and other applicable law and, at Beneficiary's option, may also exercise the remedies provided in this Trust Deed as to such items. In exercising any remedies, Beneficiary may proceed against the real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever without in any way affecting the availability of Beneficiary's remedies under this Trust Deed, the applicable trust deed statutes, the Uniform Commercial Code or under any other applicable law and without affecting the personal liability of Trustor under Notes and the other

indebtedness secured by this Trust Deed. Trustor covenants and agrees that, from and after the time of the recording of this Trust Deed, this Trust Deed shall constitute a fixture filing under the Uniform Commercial Code. The legal description of the Property in this Trust Deed is the legal description of the real estate upon which any fixtures covered by this Trust Deed are located, and the Trustor is the record owner of such Property.

21. Trustee has no fiduciary obligation whatsoever to Trustor. Beneficiary may appoint a successor trustee for Trustor at any time by filing for record in the office of the county recorder of each county in which the Property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the successor trustee shall succeed without notice to all the powers, duties, authority and title of Trustee or of any successor trustee; provided, however that any action taken by the successor trustee at the request of Beneficiary prior to such recordation shall be deemed ratified by the recordation.

22. The rights and remedies of Beneficiary under this Trust Deed are cumulative and are in addition to any other remedies provided by law or under the Transaction Documents. The exercise by Beneficiary of one right or remedy under this Trust Deed shall not constitute an election of remedies to the exclusion of other rights and remedies. Trustor hereby waives all claims that Beneficiary marshal assets of Trustor in collecting the indebtedness secured by this Trust Deed. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto and their successors and assigns.

23. Trustor hereby agrees not to sell or transfer any right, title or interest in or to the Property or any portion thereof, whether voluntarily or involuntarily, without the prior written consent of Beneficiary, which consent may be withheld in Beneficiary's sole discretion. In the event of a permitted transfer, Trustor shall remain jointly and severally obligated to Beneficiary under the Notes, the other Transaction Documents and this Trust Deed, unless Beneficiary expressly releases Trustor in writing. A prohibited transfer under this paragraph shall include a transfer of more than a fifty percent (50%) ownership interest in Trustor.

24. In addition to any requirements set forth in the Transaction Documents, Trustor shall promptly furnish Beneficiary with copies of all periodic financial statements generated by or for Trustor to reflect financial information for Trustor as may be reasonably requested by Beneficiary.

25. With respect to Trustor's ownership and use of the Property, Trustor agrees to comply with all laws, statutes and regulations now or hereafter effective with respect to the protection of the environment, or to the generation, use, storage, removal, transportation, handling or disposal of toxic materials, hazardous substances, hazardous waste or other similar materials or substances. Trustor hereby indemnifies, defends, and holds harmless Trustee and Beneficiary, and their respective successors, assigns, shareholders, partners, members, officers, directors, managers, employees and agents for, from and against any loss, liability, cost, injury, expense or damage, including without limitation attorneys fees, costs, and expenses, in connection with or arising from the presence, escape, seepage, leakage, spillage, discharge or emission on or from the Property of any hazardous or toxic substances, materials or waste that are or may be regulated by federal, state

or local law. The obligation under this paragraph (a) shall survive the release, foreclosure or satisfaction of this Trust Deed or the transfer of the Property encumbered, (b) is separate and distinct from the other obligations under this Trust Deed and the indebtedness secured hereby, (c) is not secured by this Trust Deed, and (d) shall be in addition to any other environmental certification and indemnification given by Trustor.

26. This Trust Deed shall be construed according to the laws of the State of Utah.

27. Notwithstanding any provision herein or in the Transaction Documents, the total liability for payments in the nature of interest shall not exceed any limits with respect to interest rates that may be imposed by the applicable law.

28. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Trust Deed, the liens granted hereby, or the rights of Beneficiary hereunder.

29. Trustor agrees that a copy of any notice default and any notice of sale given in connection with a power of sale foreclosure (or any other notice given in connection with this Trust Deed) may be mailed to Trustor at the Trustor's address set forth above.

30. If more than one party signs this Trust Deed as Trustor, the obligations of each such party are joint and several.

31. With respect to the interest of the Trustor in and to a leasehold estate:

(a) Trustor agrees that this Trust Deed shall be deemed to be and shall operate also as an assignment of all of the right, title and interest of the Trustor in and to the Lease, including any and all rights in and to the leasehold estate subject thereof. This assignment shall be for security purposes and is made for security purposes and is made for the purpose of allowing the Beneficiary to exercise all of the rights of the Trustor under the Lease to more fully maximize and perfect the interests of the Beneficiary in the Property. In the event of a default, as hereinafter defined and described, this assignment shall operate to transfer to Beneficiary immediate right to possession and right to deal directly with the Lessor under the Lease and exercise any and all other rights of the Trustor under the Lease.

(b) Trustor shall take all actions and do all things as are required under the terms of the Lease, to observe, protect and preserve the leasehold estate granted thereby. Trustor shall take no actions which shall result in or have the effect of, in any material way, releasing, derogating or otherwise adversely impacting the leasehold estate or any other rights arising under the Lease. Trustor shall promptly pay any and all rents and other charges under the Lease and shall otherwise act in strict compliance with the terms thereof.

(c) Trustor shall take all such other actions and obtain or execute such other papers, documents and instruments as shall be, in the reasonable judgment of the Beneficiary or its legal counsel, necessary to protect, perfect and preserve the rights of Beneficiary in and to the

leasehold estate and the Lease. Trustor shall obtain the consent of the Lessor under the Lease for the mortgaging of the leasehold estate under the Lease for the assignment effectuated hereby. Trustor shall also keep the Beneficiary fully informed of all matters related to the Lease and the leasehold estate, supplying copies of all relevant and material correspondence, information and notices from the Lessor to Trustor.

(d) Trustor authorizes the Beneficiary and the Trustee to take all such actions with respect to the Lease and the subject leasehold estate, as shall be deemed necessary and reasonable for the preservation and maintenance of the same. All expenses or sums expended in connection with such actions shall be immediately payable in full and shall be deemed to be secured hereby, bearing interest after incurrence of the same, at the same rate as then applicable under the Notes, until payment in full of any such funds.

Dated as of the date written above

TRUSTOR:

Miller Family Real Estate, L.L.C.,

By: Lawrence H. Miller
Name: Lawrence H. Miller, Trustee of the Lawrence H. Miller Trust dated September 13, 1995
Its: Member

By: Karen G. Miller
Name: Karen G. Miller, Trustee of the Karen Gail Miller Trust dated September 13, 1995
Its: Member

By: Lawrence H. Miller
Lawrence H. Miller
Its: Operating Manager

Larry H. Miller Theatres, Inc.

By: Lawrence H. Miller
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 June, 2007, by Lawrence H. Miller, Trustee of the Lawrence H. Miller Trust dated September 13, 1995, a member of Miller Family Real Estate, L.L.C., a Utah limited liability company.



Janet B Layosa
Notary Public
Residing at Salt Lake Co, Utah

My Commission Expires:

7-1-07

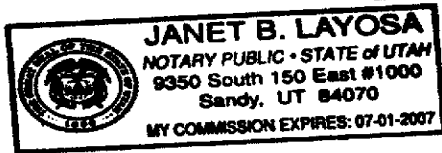
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 22 day of June, 2007, by Karen G. Miller, Trustee of the Karen Gail Miller Trust dated September 13, 1995, a member of Miller Family Real Estate, L.L.C., a Utah limited liability company.

Janet B Layosa
Notary Public
Residing at Salt Lake Co, Utah

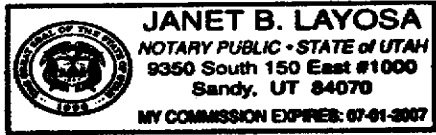
My Commission Expires:

7-1-07



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

The foregoing instrument was acknowledged before me this 22 day of June, 2007, by Lawrence H. Miller, Operating Manager of Miller Family Real Estate, L.L.C., a Utah limited liability company.



Janet B Layosa
Notary Public
Residing at Salt Lake Co, Utah

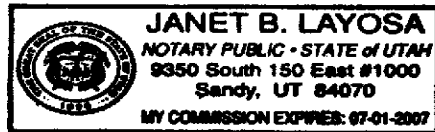
My Commission Expires:
7-1-07

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

The foregoing instrument was acknowledged before me this 22 day of June, 2007, by Lawrence H. Miller, the Secretary of Larry H. Miller Theatres, Inc., a Utah corporation.

Janet B Layosa
Notary Public
Residing at Salt Lake Co, Utah

My Commission Expires:
7-1-07




927531 v1

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 

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 shown 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.