



W2274425

E# 2274425 PG 1 OF 8
ERNEST D ROWLEY, WEBER COUNTY RECORDER
28-JUN-07 12:27 PM FEE \$24.00 DEP VD
REC FOR: FOUNDERS TITLE COMPANY
ELECTRONICALLY RECORDED

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

F-71274-4

THIS LANDLORD'S CONSENT TO ENCUMBRANCE (this "Agreement") is entered into as of the 28 day of June, 2007, by and between U.S. BANK NATIONAL ASSOCIATION, a national banking association, as Lender and as Administrative Agent for the other Lenders under the Loan Agreement described below (the "Agent"); BOYER OGDEN MALL, 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 Weber County, Utah and described on Exhibit "A" attached hereto and incorporated herein (the "Premises") pursuant to the terms of a Sub-Ground Lease dated as of January 2, 2007, (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 Lenders have extended credit to the Lessee pursuant to the terms of a Loan Agreement dated as of June 28, 2007, together with a Promissory Note and other documents related thereto (the "Transaction Documents").

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

E. The Agent and the Lenders wish to have the Lessor consent to the Leasehold Trust Deed, to acknowledge the rights of the Agent 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 Agent to secure the payment and performance of the obligations of the Lessee to the Lenders under the Transaction Documents. The Leasehold Trust Deed shall not encumber Lessor's ground leasehold interest in 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 Agent under the Leasehold Trust Deed (and the rights of the Agent as "Lienholder" thereunder), Section 25 of the Lease is hereby amended to read as follows:

25. Mortgage.

25.1 Leasehold Mortgage. Tenant or any 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 leasehold title to the Leased Premises or Ogden City's fee title in 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.

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 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. 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 reasonable for the Lienholder or its designee to cure, 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 may be cured through the payment of money, 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 one hundred twenty (120) days, and shall have the right to transfer the improvements to a new operator during such one hundred twenty (120) day period. Any new operator shall take the improvements subject to all terms of the Lease and the CC&R, and shall operate the improvements as a theater, unless otherwise agreed upon by Landlord in Landlord's discretion.

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

5. The Lessor hereby subordinates for the benefit of the Agent 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 Lenders by reason of the installation or affixation thereof to the Premises and consents to the installation or affixation thereof to the Premises.

6. The Agent may remove fixtures, equipment or other assets constituting collateral for the Lessee's obligations and indebtedness to the Agent in accordance with the Agent's agreements with the Lessee and without liability or accountability to the Lessor (except to the extent that the Agent 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 the Agent 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:

Boyer Ogden Mall, L.C.
c/o The Boyer Company
90 South 400 West, Suite 200
Salt Lake City, Utah 84109
Attention: _____

Agent:

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.

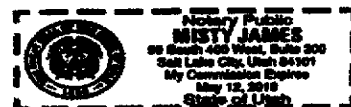
LESSOR:

Boyer Ogden Mall, 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 27 day of June, 2007, by Devon M Glenn, the Manager of Boyer Ogden Mall, L.C. Misty James



LESSEE:

Larry H. Miller Theatres, Inc.

By: _____
Print Name: _____
Title: _____

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

The foregoing instrument was acknowledged before me this _____ day of June, 2007, by _____, the _____ of Larry H. Miller Theatres, Inc..

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:

Boyer Ogden Mall, L.C.

By:

Print Name: _____
Title: _____

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

The foregoing instrument was acknowledged before me this _____ day of June, 2007, by _____, the _____ of Boyer Ogden Mall, L.C.

LESSEE:

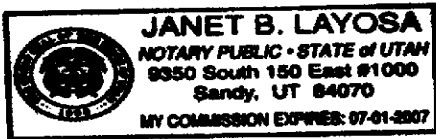
Larry H. Miller Theatres, Inc.

By:

Lawrence H. Miller
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 June, 2007, by Lawrence H. Miller the Secretary of Larry H. Miller Theatres, Inc..



Janet B. Layosa
Notary Public

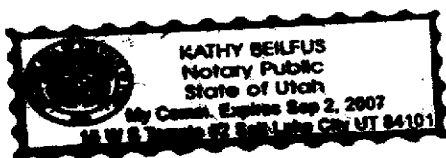
AGENT:

U.S. Bank National Association

By: *Oksana Guy*
Print Name: Oksana Guy
Title: A.V.P.

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

The foregoing instrument was acknowledged before me this 27 day of June, 2007, by Oksana Guy, the A.V.P. of U.S. Bank National Association.



Kathy S
Notary Public

928392-v2

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.