

RETURNED

NOV 21 2003

Store No. 49098

WHEN RECORDED RETURN TO:

BLOCKBUSTER INC.
3000 Redbud Boulevard
McKinney, Texas 75069
Attn: Area Lease Administrator

E 1934498 B 3422 P 260
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2003 NOV 21 8:07 AM FEE 22.00 DEP MT
REC'D FOR BLOCKBUSTER INC

02-161-0009

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into this 30 day of Oct, 2003, between INDEPENDENCE SQUARE ENTERPRISES, LLC a Utah limited liability company ("Landlord"), and BLOCKBUSTER INC., a Delaware corporation ("Tenant"), upon the following terms:

1. Date of Lease: Oct. 30, 2003
2. Description of Demised Premises: See Exhibit "A" attached hereto
Description of Shopping Center: See Exhibit "A-1" attached hereto
3. Date of Commencement: The Primary Term of this Lease shall begin on the date which is the later of (i) the date upon which Landlord substantially completes Landlord's Work, (ii) the date the Demised Premises are delivered to Tenant free of all tenancies, and (iii) five days after Landlord has delivered to Tenant a Subordination, Non-Disturbance and Attornment Agreement from each of its current ground lessor(s) and/or lender(s) of the Shopping Center.
4. Primary Term: 10 Years.
5. Extension Option(s): two (2) 5-year extension options.
6. Purchase Option(s): n/a
7. Right of First Refusal Option: Tenant shall have a right of first option and a right of first refusal to lease space in the Shopping Center that is adjacent to any portion of the Demised Premises (the "Adjacent Space"). Landlord shall notify Tenant in writing when either Landlord receives an offer to lease any such Adjacent Space or when any such Adjacent Space is available for lease and provide Tenant with 15 days notice of Tenant's right to lease any such Adjacent Space. In connection therewith, if Tenant elects to lease such Adjacent Space by written notice to Landlord given within such 15-day period, then this Lease shall be modified in writing by the parties hereto to include such Adjacent Space as part of the Demised Premises, and the Rent payment obligations of Tenant shall be appropriately increased to reflect the additional leased space based upon the same Rent then in effect hereunder. Landlord's obligations to make improvements and/or to provide a construction allowance set forth in this Lease shall also apply to the lease of such Adjacent Space, and the commencement date for payment of Rent for such space shall conform to the provisions herein with respect to the Demised Premises. The term of the lease of such Adjacent Space shall run concurrently with the Term of this Lease. Failure by Tenant to exercise its right of first refusal or right of first option to lease Adjacent Space in any one instance shall not be deemed a waiver with respect to any future availability of Adjacent Space or offers to lease Adjacent Space received by Landlord, and the rights granted to Tenant under this Article 46 shall continue in full force and effect with respect thereto.
8. Tenant Exclusive: Landlord covenants and agrees that, during the Term, Tenant shall have the exclusive right ("Tenant's Exclusive Right") in the Shopping Center (and on any property contiguous or adjacent to the Shopping Center), owned or leased by Landlord (or any affiliate of Landlord), or in which Landlord (or any affiliate of Landlord) has an interest, directly or indirectly, to sell, rent and/or distribute prerecorded video cassettes, video tapes, video discs, laser discs, video games (including, without limitation, CD-I), DVDs or other video software

(including CD-ROM) and/or any substitutes for, or items which are a technological evolution of, the foregoing items (collectively, "Tenant's Exclusive Items"). This covenant and Tenant's Exclusive Right shall run with the land on which the Shopping Center is located and on any property contiguous or adjacent to the Shopping Center which is owned or leased by Landlord (or any affiliate of Landlord), or in which Landlord (or any affiliate of Landlord) has an interest, directly or indirectly, during the Term of this Lease. Landlord agrees to enforce Tenant's Exclusive Right against other tenants in the Shopping Center using all reasonable legal means. In the event of a breach by Landlord under this Article 1.D., Tenant shall be entitled to injunctive relief as well as all other remedies available at law or in equity. Notwithstanding the foregoing, Tenant's Exclusive Right shall not apply to Game Stop.

9. Use Restrictions. Tenant has entered into this Lease in reliance upon representations by Landlord that the Shopping Center is, and will remain, retail in character and, further, that no part of the Shopping Center shall be used for (i) a theater, (ii) an auditorium, meeting hall, or other place of public assembly, (iii) a school, (iv) any type of Karate facility, gymnasium, health club, physical fitness facility or an exercise or dance studio, (v) a dance hall, (vi) a bar, (vii) an off-track betting business, (viii) a billiard or pool hall, (ix) bingo or similar games of chance, (x) a massage parlor, (xi) a game arcade, (xii) a bowling alley, (xiii) a skating rink, (xiv) automobile sales or a car wash, car repair or car rental agency, (xv) a night club, (xvi) an adult book or adult video tape store (which is defined as a store in which any portion of the inventory is not available for sale or rental to children under 18 years old because such inventory explicitly deals with or depicts human sexuality), (xvii) hotel or other lodging facilities or (xviii) a flea market. In addition, no restaurant shall be permitted in the Shopping Center within 250 feet of the Demised Premises.

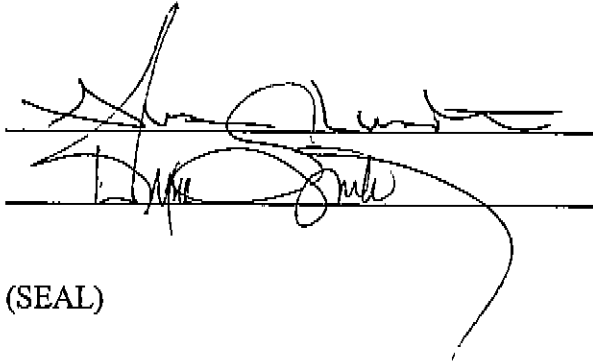
10. Reserved Parking. Landlord will reserve for Tenant's exclusive use those 20 parking spaces cross-hatched or otherwise marked or indicated on Exhibit "A" attached hereto (the "Reserved Parking Area"). Tenant shall have the right to enforce these parking rights in the Reserved Parking Area by (i) marking such spaces "Reserved Parking Blockbuster Only" or the like, (ii) posting signs and (iii) towing cars. Further, Landlord shall not permit any fire lane, loading zone or other restrictive parking to be located in the vicinity of Tenant's store front and the entrance to the Demised Premises except to the extent required by law.

The purpose of this Memorandum of Lease is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the date set forth above.

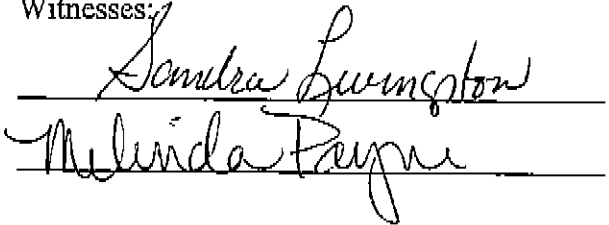
(SEAL)

Witnesses:




(SEAL)

Witnesses:




LANDLORD:

INDEPENDENCE SQUARE
ENTERPRISES, LLC,
a Utah limited liability company

By: 
Name: Mike Stagg
Title: Manager

TENANT:

BLOCKBUSTER INC.
a Delaware corporation

By: 
Name: Dave Raskeller
Title: Senior Vice President

ACKNOWLEDGMENT OF LANDLORD:

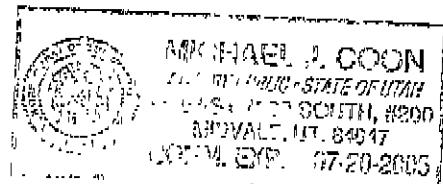
STATE OF Utah)
) SS.
COUNTY OF SALT LAKE)

On this 30th day of October, 2003, before me, the undersigned Notary Public in and for said County and State, personally appeared MIKE STANG, as MANAGER of INDEPENDENCE SQUARE ENTERPRISES, LLC who executed the foregoing instrument on behalf of said LLC for the purposes therein expressed. He/she is either () personally known to me or () has produced _____ as identification, and () did or () did not take an oath. In witness whereof, I have hereunto set my hand and official seal the day and year last written above.

Michael J. Coon

Notary Public Signature
Printed/Typed Name:

(SEAL)
My Commission Expires: _____



ACKNOWLEDGMENT OF TENANT:

STATE OF TEXAS)
) SS.
COUNTY OF COLLIN)

On this 27 day of October, 2003, before me, the undersigned Notary Public in and for said County and State, personally appeared David Roskelley, as Senior Vice President of BLOCKBUSTER INC., a Delaware corporation, who executed the foregoing instrument on behalf of said corporation for the purposes therein expressed. He is personally known to me and did not take an oath. In witness whereof, I have hereunto set my hand and official seal the day and year last written above.

Judy F. Dunning
Notary Public Signature
Printed/Typed Name: Judy F. Dunning
My Commission Expires: 9-24-05
Commission Number: _____

(SEAL)



EXHIBIT

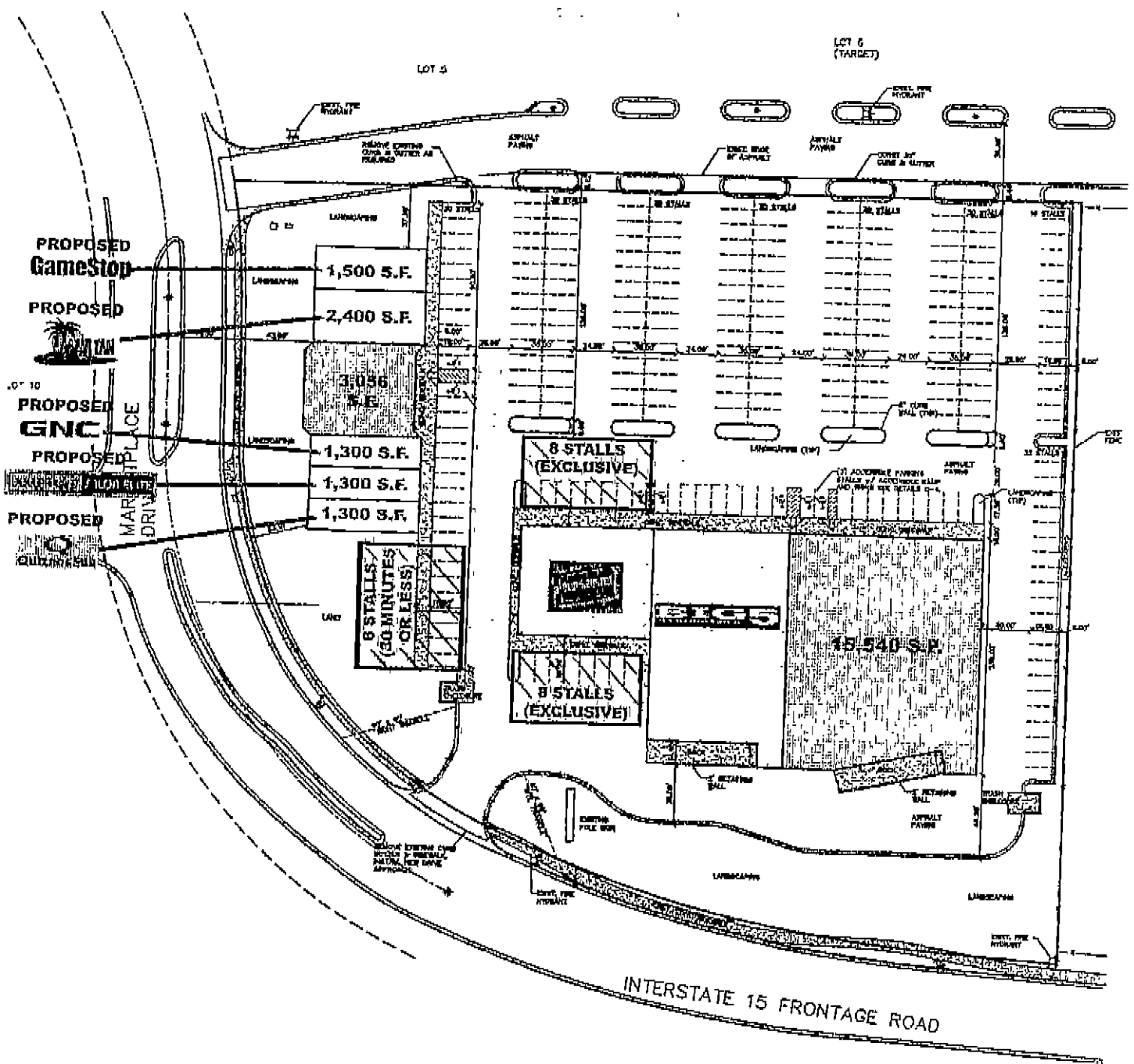


EXHIBIT "A-1"

LEGAL DESCRIPTION OF THE SHOPPING CENTER

PARCEL 1:

All of Lot 9, CENTERVILLE MARKETPLACE SUBDIVISION, according to the official plat thereof, recorded April 24, 1995, as Entry No. 1175742, in Book 1867, at Page 32, in the office of the Davis County Recorder.

PARCEL 1A:

Subject to the terms and conditions of that certain Declaration of Restrictive Covenants, Conditions and Restrictions for CENTERVILLE MARKETPLACE SUBDIVISION, recorded April 24, 1995, as Entry No. 1175743, in Book 1867, at Page 33, and the First Amendment to Declaration of Restrictive Covenants, Conditions and Restrictions for CENTERVILLE MARKETPLACE SUBDIVISION, recorded February 4, 1998, as Entry No. 1378981, in Book 2235, at Page 1220 of Official Records.

PARCEL 1B:

Non-exclusive easements, appurtenant to Parcel 1, for ingress, egress, parking, utility lines and connections and construction, over, under and across that certain adjoining property, as set forth and described in that certain Operation and Easement Agreement, dated February 4, 1998, made by Dayton Hudson Corporation, a Minnesota corporation, recorded February 4, 1998, as Entry No. 1378982, in Book 2235, at Page 1228 of the Official Records of Davis County, Utah, as modified by that certain First Amendment to Operation and Easement Agreement, dated March 22, 1999, by and between Dayton Hudson Corporation, a Minnesota corporation, and Home Depot U.S.A., Inc., a Delaware corporation, recorded March 23, 1999, as Entry No. 1498440, in Book 2469, at Page 805 of the aforesaid records, that certain Second Amendment to Operation and Easement Agreement, dated April 7, 1999, made by Dayton Hudson Corporation, a Minnesota corporation, recorded April 13, 1999, as Entry No. 1504315, in Book 2480, at Page 1308 of the aforesaid records, and that certain Third Amendment to Operation and Easement Agreement, dated January 25, 2001, by and between Target Corporation, a Minnesota corporation, and Home Depot U.S.A., INC., a Delaware corporation, recorded January 25, 2001, in Book 2740, at Page 173 of the aforesaid records.