

4688073

61 - MOVIES 7
SANDY, UTAH

AFTER RECORDATION RETURN TO:

Cinemark USA, Inc.
Suite 470 -- LB9
7502 Greenville Avenue
Dallas, Texas 75231
Attn: Margaret Richards

4688073
14 OCTOBER 88 10:22 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
WESTERN STATES TITLE
REC BY: JEDD BOGENSCHUTZ, DEPUTY

MEMORANDUM OF LEASE

This Memorandum of Lease is made as of July 25, 1988, by SANDY DEVELOPMENT PARTNERS, a _____ ("Landlord"), whose address is c/o Millford Managers, Walker Center, Lower Level 1, 175 South Main Street, Salt Lake City, Utah 84111, and CINEMARK USA, INC., a Texas corporation ("Tenant"), whose address is Suite 470-LB9, 7502 Greenville Avenue, Dallas, Texas 75231.

A. Pursuant to that certain lease, and the amendments or modifications thereto, more particularly described on Schedule A attached hereto (such lease and such amendments or modifications being referred to herein, collectively, as the "Lease"), Tenant is the owner of a leasehold interest in that certain real property owned by Landlord, which real property is more particularly described on Schedule B attached hereto (the "Real Property").

B. Landlord and Tenant wish to record this Memorandum of Lease in order to give notice of record of Tenant's leasehold interest.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Property Leased. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Real Property for the term, at the rental and upon the covenants and conditions set forth in the Lease, which Lease is by this reference incorporated herein and made a part hereof as fully as if set forth herein at length.

2. Term of Lease. The lease term is for the period commencing the earlier of (1) the date 15 days after Landlord notifies Tenant in writing that the Premises (as defined in the Lease) are ready for occupancy and such Premises are indeed ready or (2) the date on which Tenant first opens its business to the public on the Premises, and ending twenty years (plus any partial month) thereafter, subject to any obligations to pay or abatements of rent or extension or renewal options contained in the Lease, including but not limited to the provisions of Exhibit "C" to the Lease.

3. Conflict With Lease. The lease of the Real Property from Landlord to Tenant is subject to all of the terms, covenants and conditions set forth in the Lease, including, without limitation, any purchase options, expansion options or rights of first refusal contained in the Lease. In the event of any conflict between this Memorandum of Lease and the Lease, the terms, covenants and conditions of the Lease shall control.

REC 6072 REC 2185

EXECUTED to be effective as of the 25th day of July,
1988.

TENANT:
CINEMARK USA, INC.

LANDLORD:
SANDY DEVELOPMENT PARTNERS

By: [Signature]
Name: Lee Roy Mitchell
Title: President

By: [Signature]
Name: [Signature]
Title: Managing General Partner

THE STATE OF TEXAS §
 : SS.1
COUNTY OF DALLAS §

On the 25th day of July, 1988, personally appeared before me Lee Roy Mitchell, who, being duly sworn or affirmed, did say, that he is the President, of CINEMARK USA, INC., a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of its bylaws or of a resolution of its board of directors, and said Lee Roy Mitchell acknowledged to me that said corporation executed the same.



Katherine C. Diehl
Notary Public, State of Texas
Residing at: 902 Valley View
Red Oak, TX. 75154
Katherine C. Diehl
Print Name of Notary Public

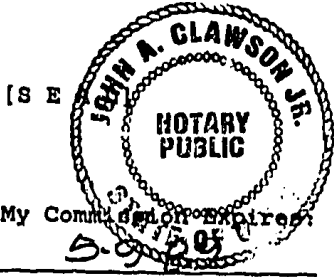
My Commission Expires:
10/28/89

FORM 6072 REV. 2/186

[ACKNOWLEDGMENT -- LANDLORD -- INDIVIDUAL]

THE STATE OF Utah §
COUNTY OF Salt Lake § ss.:

On the 31st day of August, 1988, personally appeared before me John A. Clawson, the signer of the above instrument, who duly acknowledged to me that he executed the same.



John A. Clawson Jr.
Notary Public, State of Utah
Residing at: SLC

John A. Clawson Jr.
Print Name of Notary Public

[ACKNOWLEDGMENT -- LANDLORD -- CORPORATION]

THE STATE OF _____ §
COUNTY OF _____ § ss.:

On the ___ day of _____, 1988, personally appeared before me _____, who, being duly sworn or affirmed, did say, that he is the _____, of _____, a _____ corporation, and that said instrument was signed in behalf of said corporation by authority of its bylaws or of a resolution of its board of directors, and said _____ acknowledged to me that said corporation executed the same.

[S E A L]

Notary Public, State of _____
Residing at: _____

Print Name of Notary Public

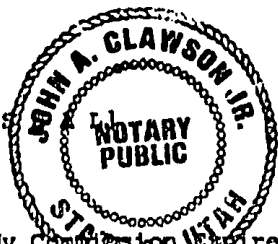
My Commission Expires: _____

REV (07/28/82) 2187

[ACKNOWLEDGMENT -- LANDLORD -- PARTNERSHIP]

THE STATE OF Utah §
COUNTY OF Salt Lake §

On the 31st day of August, 1988, personally appeared before me John W. Munnick, who, being duly sworn or affirmed, did say, that he executed the within instrument on behalf of Sandy Lindemann Partners partnership, and said partners acknowledged to me that said partnership executed the same.



My Commission Expires: 2-4-89

John Clawson, Jr.
Notary Public, State of Utah
Residing at: Salt Lake City
John Clawson, Jr.
Print Name of Notary Public

REV 6/72 HSI 2188

SCHEDULE A

LOCATION NO. 61

Sandy, Utah

Lease Agreement, dated December 10, 1987, by and between Sandy Development Partners as Landlord and Cinemark Corporation, a Texas corporation, as Tenant.

Assignment of Lease dated December 31, 1987 by and between Cinemark Corporation (Assignor), Cinemark USA, Inc. (Assignee) and Sandy Development Partners (Landlord).

Letter Agreement dated April 12, 1988 by and between Sandy Development Partners (Landlord) and Cinemark Corporation (Tenant).

BY 6072 HX 2189

SCHEDULE B

That certain real property located in the City of Sandy, County of Salt Lake State of Utah, containing approximately 18,000 square feet of area, being a part of that certain tract more particularly described in Schedule B-1 and outlined in red on that certain site plan or drawing, as shown in Schedule B-2.

EX 6072 FEB 21 1960

#61
*endy, wta*LEGAL DESCRIPTION OF PROPERTY ON WHICH
PREMISES ARE TO BE CONSTRUCTED

PARCEL I

Beginning at a point on the East line of 700 East Street, said point being South $89^{\circ} 12' 10''$ East 53.00 feet and South $0^{\circ} 21' 30''$ East 819.81 feet from a Salt Lake County Monument at the intersection of 9400 South and 700 East Streets, and said monument being North $29^{\circ} 33' 10''$ West 44.81 feet from the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South $0^{\circ} 21' 30''$ East along said East line of 700 East Street 323.19 feet; thence South $88^{\circ} 59' 30''$ East 1270.41 feet and abutting the North line of Green Willows Subdivision to the Northeast corner of Lot 32, of said subdivision; thence North $0^{\circ} 06' 56''$ West 562.53 feet along the Westerly side of an irrigation ditch and also along the West line of White City No. 1 subdivision, and extension thereof; thence North $89^{\circ} 12' 10''$ West 35.70 feet, to the East line of that property (Parcel 2) as described in a Quit Claim Deed by and between Jerry's Sporting Center, Grantor, and Walter G. Nelson and Dixie Nelson, Grantees, said Quit Claim Deed was recorded March 17, 1978, as Entry No. 3079504, in Book 4640, at Page 1157; thence along the perimeter of said Nelson Properties (parcels 1 and 2), the following five (5) courses: South $0^{\circ} 21' 30''$ East 75.00 feet, North $89^{\circ} 12' 10''$ West 102.00 feet, North $0^{\circ} 21' 30''$ West 165.00 feet, North $89^{\circ} 12' 10''$ West 33.00 feet, North $0^{\circ} 21' 30''$ West 272.00 feet; thence North $89^{\circ} 12' 10''$ West 255.00 feet; thence South $0^{\circ} 21' 30''$ East 578.23 feet; thence South $89^{\circ} 32' 25''$ West 846.83 feet to the point of beginning.

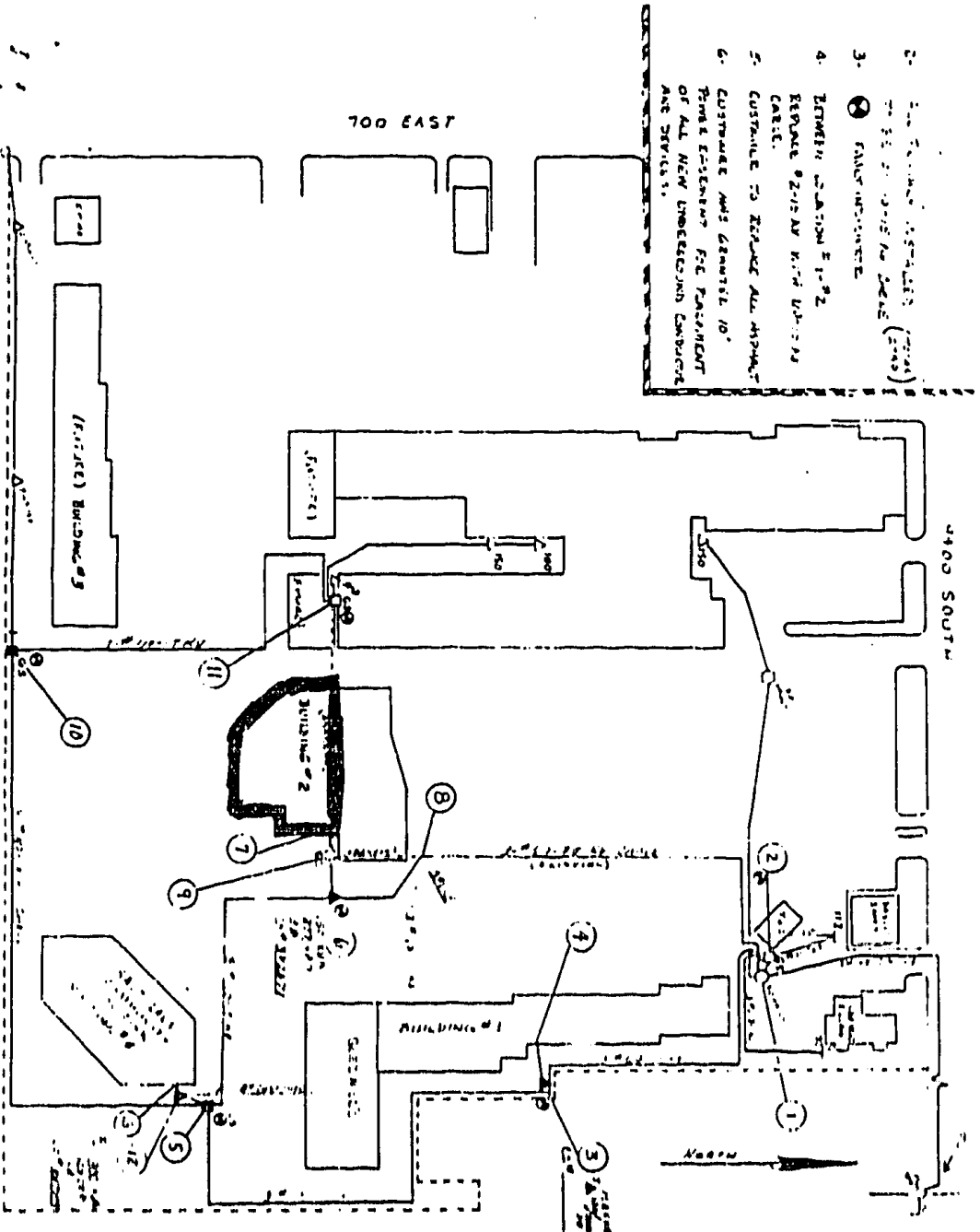
PARCEL II

Beginning at a point South $0^{\circ} 21' 30''$ East 820.97 feet and North $89^{\circ} 32' 25''$ East 380.18 feet from a Salt Lake County Monument in the Intersection of 9400 South and 700 East Streets and said monument being North $29^{\circ} 33' 10''$ West 44.81 feet from the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence North $0^{\circ} 21' 30''$ West 61.15 feet; thence North $89^{\circ} 10' 52''$ East 94.65 feet; thence North $84^{\circ} 26' 57''$ East 72.95 feet; thence North $89^{\circ} 27' 44''$ East 351.60 feet; thence South $0^{\circ} 21' 30''$ East 68.70 feet; thence South $89^{\circ} 32' 25''$ West 519.65 feet to the point of beginning.

EX 607271 2191

FORM COPY -
CO. RECORDER

1. THE CONTRACTOR IS TO BE RESPONSIBLE FOR THE PROVISION OF ALL MATERIALS AND LABOR REQUIRED FOR THE WORK.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL MATERIALS AND LABOR REQUIRED FOR THE WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL MATERIALS AND LABOR REQUIRED FOR THE WORK.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL MATERIALS AND LABOR REQUIRED FOR THE WORK.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL MATERIALS AND LABOR REQUIRED FOR THE WORK.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL MATERIALS AND LABOR REQUIRED FOR THE WORK.



SCHEDULE B-2

BY 6072 THE 2192