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185 South State Street, Suite 1300
Salt Lake City, Utah 84111

E 133224 B 0575 P 0224
Date 23-JUN-1999 15:50pm
Fee: 16.00 Check
CALLEEN B. PESHELL, Recorder
Filed By MRT
For B & D TITLE CO OF TOOELE
TOOELE COUNTY CORPORATION

TERMINATION
OF
"DECLARATION OF COVENANTS AND ENCUMBRANCES"

Terminating "Declaration of Covenants and Encumbrances"
Recorded in Tooele County on December 5, 1988,
as Entry No. 23365 in Book 280 at Page 823]

THIS TERMINATION OF DECLARATION OF COVENANTS AND ENCUMBRANCES (the "Termination Document"), dated May 20th, 1999, is executed by HV20MD, L.C., a Utah Limited Liability Company (the "Owner"), whose address is c/o Robert J. Moore, Colliers CRG, 175 East 400 South, Suite 710, Salt Lake City, Utah 84111, and is CONSENTED TO by HOLLYWOOD ENTERTAINMENT CORPORATION, an Oregon corporation ("Hollywood"), whose address is Attn: Donald J. Ekman, 25600 S.W. 9275 SW Parkway Center Drive, Wilsonville, Oregon 97070. For the purposes and under the circumstances referred to below, Owner hereby declares, directs, and certifies as follows, and Hollywood consents to this Termination Document.

1. **Property Affected.** The Owner is the current owner of fee title to the entirety of the following-described real estate located in the City of Tooele, Tooele County, Utah:

2-36-2
PARCEL I: BEGINNING at a point North 89°33' West 167.46 feet from the Southeast corner of Lot 1, Block 11, Plat "A," Tooele City Survey, Tooele City, and running thence South 89°33' East 47.46 feet; thence North 0°56'50" East 100.00 feet; thence South 89°33' East 120.00 feet; thence North 0°56'50" East 187.10 feet to the Northeast corner of Lot 3, of said Block 11, thence North 89°33' West 333.96 feet to the Northwest corner of said Lot 3; thence South 0°56'50" West 131.46 feet; thence South 89°03'10" East 127.00 feet along a party wall; thence South 48°10' East 52.24 feet; thence South 0°56'50" West 120.00 feet to the point of BEGINNING.

2-36-5
2-36-27
PARCEL II: BEGINNING at a point North 0°56'50" East 287.10 feet from the Southeast corner of Lot 1, Block 11, Plat "A," Tooele City Survey, Tooele City, said point being the Southeast corner of Lot 4, of said Block 11, and running thence North 0°56'50" East 122.92 feet;

2-36-30

1-20-99

E 133224 B 0575 P 0224

thence North 89°33' West 333.96 feet to the East line of an alley; thence South 0°56'50" West 122.92 feet along the East line of said alley; thence South 89°33' East 333.96 feet to the point of BEGINNING.

2. **Declaration Involved.** Fee title to the Property was formerly owned by Albertson's, Inc., a Delaware corporation ("Albertson's"). During the period of its ownership, Albertson's executed and caused to be recorded in Tooele County, Utah a certain Declaration of Covenants and Encumbrances (the "Declaration") which described the Property and which imposed against the Property certain covenants and restrictions. The Declaration was recorded in Tooele County on December 5, 1988, as Entry No. 23365 in Book 280 at Page 823.

3. **"Parcels" Identified in Declaration.** The Declaration identifies three (3) "Parcels" as collectively comprising the Property. Those three "Parcels," when taken together, comprise the Property and do not include any real estate other than or in addition to the Property.

4. **Amendment Provisions of Declaration.** The Declaration provides that only Albertson's or the then fee owner(s) of the Property may amend the Declaration and that an amendment signed by Albertson's or such owner(s) shall be binding on all persons and entities having or acquiring any interest in the Property or any part of the Property.

5. **Termination of Declaration.** The Owner, as the current owner of fee title to the Property and every part thereof, has the right under the provisions of the Declaration to amend or terminate the Declaration. The Owner wishes to terminate the Declaration, and hereby declares that the Declaration is and shall be terminated in its entirety, effective immediately.

6. **Interest of Hollywood.** Hollywood is a tenant of part of the Property, pursuant to a certain Lease between the Owner, as Landlord, and Hollywood, as Tenant. Such Lease provides that the Owner shall not consent to any change in the Declaration without the prior written consent of Hollywood. Hollywood hereby consents to this Termination Document and to the termination of the Declaration that is accomplished by this Termination Document.

7. **Counterparts.** This Termination Document may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document, with the same effect as if all parties had signed the same signature page. Any signature page of this Termination Document may be detached from any counterpart of this Termination Document and reattached to any other counterpart hereof.

8. **Interpretation.** The captions which precede the Sections of this Termination Document are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context or circumstance so requires, the singular shall include the plural, the plural shall include the singular, the whole shall

include any part thereof, and any gender shall include each other gender. This Termination Document shall be governed by and construed in accordance with the laws (excluding the choice-of-laws rules) of the State of Utah.

IN WITNESS WHEREOF, the Owner and Hollywood have caused this Termination Document to be executed on or as of the date shown at the top of the first page.

"Owner":

HV20MD, L.C., a Utah Limited Liability Company

By [Signature]
Robert J. Moore, Member

"Hollywood":

HOLLYWOOD ENTERTAINMENT CORPORATION, an Oregon Corporation

By [Signature]
Name: Donald J. Ekman
Title: Sen Vice Pres.

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

On this 20th day of MAY, 1999, personally appeared before me ROBERT J. MOORE, a Member of HV20MD, L.C., a Utah Limited Liability Company, who acknowledged the foregoing instrument.

My Commission Expires:

3-20-2003

[Signature]
Notary Public
Residing at: Salt Lake City UT



STATE OF Oregon)
) ss.
COUNTY OF Clackamas)

The foregoing instrument was acknowledged before me this 15 day of June, 1999, by Donald J. Ekman, the Sen Vice President of HOLLYWOOD ENTERTAINMENT CORPORATION, an Oregon corporation.

My Commission Expires:

June 26, 2001

[Signature]
Notary Public
Residing at: Portland Oregon

