

WHEN RECORDED, MAIL TO:

Oksana Guy  
 U.S. Bank National Association  
 170 South Main Street  
 6<sup>th</sup> Floor  
 Salt Lake City, Utah 84101

9731945  
 5/23/2006 2:35:00 PM \$32.00  
 Book - 9297 Pg - 9569-9580  
 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 FOUNDERS TITLE  
 BY: eCASH, DEPUTY - EF 12 P.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

This Leasehold Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing (the "Trust Deed") is made this 15th day of May, 2006, between Larry H. Miller Theatres, Inc., a Utah corporation, as TRUSTOR, whose address is 9350 South 150 East, Sandy, Utah 84070, and Founders Title Company, whose address is 746 E. Winchester Street, Salt Lake City, Utah 84107, as TRUSTEE, and U.S. Bank National Bank, whose address is 170 South Main Street, 6<sup>th</sup> Floor, Salt Lake City, Utah 84101, as BENEFICIARY.

FOR VALUABLE CONSIDERATION, including but not limited to the credit accommodations hereinafter recited, the receipt and sufficiency of which are hereby acknowledged, Trustor hereby grants, conveys, transfers and assigns to Trustee, in trust, with power of sale, for the benefit and security of Beneficiary, all of its right, title and interest, now owned or hereafter acquired, in and to that certain real property located in Salt Lake County, Utah, defined and described as follows (the "Real Property"):

See Exhibit "A" attached hereto and incorporated herein,

including all right, title and interest in and to the leasehold estate arising under that certain Ground Lease, dated January 26, 2005, wherein Trustor is lessee/tenant and wherein The District, L.C. ("Lessor") is the lessor/landlord, as amended by an Amendment to Ground Lease dated May 15, 2006, as may be subsequently amended and modified (referred to herein as the "Lease");

Together with all the estate, right, title and interest, including insurance, which Trustor now has or may hereafter acquire, either in law or in equity, in and to the Real Property;

Together with the improvements on the Real Property and all alterations, additions or improvements now or hereafter made on or to the Real Property, including all machinery, equipment, material, appliances, and fixtures now or hereafter installed or placed in or on said Real Property and all other similar items and things; all of the items and things so specified and all other similar items or things, whether now or hereafter placed in or on said Real Property,

being hereby declared to be, and in all circumstances, shall be construed to be, for and in connection with the purposes and powers of this Trust Deed, things affixed to and a part of the realty described herein, the specific enumerations herein not excluding the general, and together with all singular lands, tenements, hereditaments, reversion and reversions, remainder and remainders, rents, issues, profits, privileges, water rights, and appurtenances of every kind and nature thereunto belonging or in any way appertaining, or which may be hereafter acquired and used or enjoyed with said Real Property, or any part thereof.

The foregoing entire estate, property, right, title and interest hereby conveyed, granted and created in and to Trustee (including all of the right, property, title and interest set forth in Paragraph 20 following) being referred to herein as the "Property."

To have and to hold the same.

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by or described in that certain Promissory Note of even date herewith, in the stated principal amount of \$21,250,000, made by Trustor, 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 "Note"); (2) the performance of each agreement of Trustor herein contained or contained in the Loan Agreement of even date herewith, between Trustor and Beneficiary (the "Loan Agreement") or in any other agreement between Trustor and Beneficiary relating to the use of the loan proceeds evidenced by the Note or securing the obligations of the Note or the Loan Agreement; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or Trustor's successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed (provided that the making of such additional loans or advances shall be optional with Beneficiary); (4) all obligations that may be owed to Beneficiary or any of its affiliates under any and all interest rate protection agreements executed by Trustor in connection with the Loan Agreement, whether now existing or hereafter arising; and (5) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided (provided that the making of such expenditures or advances shall be optional with Beneficiary).

1. Upon the occurrence of an Event of Default under the Loan Agreement, Trustor agrees to pay to Beneficiary in addition to the payments of principal and interest payable under the terms of the Note, on the first day of each month until the Note is fully paid, the following sums:

- (a) An installment of the taxes and assessments levied or to be levied against the Property covered by this Trust Deed, and an installment of the premium or premiums that will become due and payable to renew the insurance of the Property covered hereby against loss by fire or such other hazard as may reasonably be required by the Beneficiary in amounts, and in a company or companies, satisfactory to the Beneficiary. Such installments shall be equal, respectively, to the estimated premium or premiums for such insurance, and taxes and assessments, next due (as estimated by the Beneficiary) less all

installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become due. Such added payments shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of the Beneficiary, and no interest shall be payable in respect thereof. The said Beneficiary shall use such monthly payments to the extent they will suffice to pay such premium or premiums and taxes and assessments when due.

- (b) If monthly payments are required under the Note, all monthly payments mentioned in the preceding subsection (a) of this paragraph 1, and all payments to be made under the Note shall be added together, and the aggregate amount thereof shall be paid each month on the date specified in the Note for the payment of monthly installments in a single payment to be allocated by the Beneficiary to the following items in the order set forth:
- i. Taxes, assessments, fire and other hazard insurance premiums;
  - ii. Interest on said indebtedness secured hereby;
  - iii. Amortization of the principal of said indebtedness secured hereby.

Any failure to comply with the terms of this paragraph 1 shall constitute an event of default under this Trust Deed.

2. If the total of the payments made under (a) of paragraph 1 preceding shall exceed the amount of payments actually made by Beneficiary for taxes, assessments, or insurance premiums, as the case may be, such excess may be released, applied on any indebtedness secured hereby, or be credited by Beneficiary on subsequent payments to be made by Trustor. If, however, the monthly payments made under (a) of paragraph 1 preceding shall not be sufficient to pay taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then Trustor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when payment of such taxes, assessments, or insurance premiums shall be due. If there shall be a default under any of the provisions of this Trust Deed and thereafter a sale of the Property in accordance with the provisions hereof, or if the Beneficiary acquires the Property otherwise after default, Beneficiary at its option may apply, at the time of commencement of such proceedings, or at the time the Property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the Note.

**TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:**

3. To keep said Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws,

covenants and restrictions affecting said Property including without limitation all applicable local, state and federal laws, rules, regulations and ordinances relating to land use, zoning or 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; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said Property in violation of law; and to do all other acts which from the character or use of said Property may be reasonably necessary, the specific enumerations herein not excluding the general.

4. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said Property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the Property damaged. In the event that the Trustor shall fail to provide satisfactory hazard insurance within thirty days prior to the expiration of any expiring policy, the Beneficiary may procure, on the Trustor's behalf, insurance in favor of the Beneficiary alone. If insurance cannot be secured by the Trustor to provide the required coverage, this will constitute an active 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 granted Property in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of the Trustor in and to any insurance policy then in force shall pass to the purchaser or grantee.

5. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto, and to deliver all certificate for water company shares or stock appertaining to said Property.

6. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said Property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

7. To pay at least 10 days before delinquency all taxes and assessments affecting said Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said Property; to pay, when due, all encumbrances, charges, and liens with interest on said Property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses incurred under this Trust Deed.

8. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said Property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof of the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employment of counsel and payment of reasonable counsel fees.

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

10. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee with interest from date of expenditure until paid at the default rate set forth in the Note or the Loan Agreement. If no default rate is given, such interest shall accrue at the per annum rate set forth in the Note until paid. The repayment of such sums and interest shall be secured hereby.

11. Should said Property or any part thereof be taken or damaged by reason of any public improvements or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to 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, including the proceeds of any policies of fire and other insurance affecting said Property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Provided, in the event the total of such compensation, awards, damages, right of action and proceeds exceeds Beneficiary's expenses and the amount of the indebtedness then secured hereby, such excess shall immediately be paid to Trustor. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

12. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the Note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) grant any extension or modification of the terms of this loan; (e) reconvey, without warranty, all or any part of said Property; (f) take other or additional security for the payment thereof. 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. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

13. Trustor hereby assigns absolutely to Beneficiary, during the continuance of this Trust Deed, all rents, issues, royalties, and profits of the Property affected by this Trust Deed and of any personal property located thereon. Until a default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder or until Beneficiary gives notice otherwise, Trustor shall be permitted to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If a default occurs as aforesaid or upon Beneficiary's notice, Trustor's privilege to collect any of such moneys shall cease and Beneficiary shall have the right, as stated above, with or without taking possession of the Property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of 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 or any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

14. Upon any default hereunder or any default under the indebtedness secured hereby, 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 appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said Property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

15. The entering upon and taking possession of said Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

16. 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 default or acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver of any other subsequent default.

17. 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 affect this Trust Deed, the indebtedness secured hereby shall immediately become due and payable at the option of the

Beneficiary.

18. Time is of the essence hereof. Upon default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder or the occurrence of a default under the Loan Agreement or in the event a receiver or a trustee is appointed for Trustor or Trustor's property, or Trustor makes an assignment for benefit or creditors, or Trustor becomes insolvent, or a petition is filed by Trustor, or against Trustor and not dismissed within 60 days of filing, pursuant to any of the United States Bankruptcy Code, as amended, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said Property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said Property or some part or parcel thereof is situated. Beneficiary also shall, if requested, deposit with Trustee, the Note and all documents evidencing expenditures secured hereby.

19. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell Trustor's right, title and interest in said Property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such Property, if consisting of several known lots or parcels, shall be sold), 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 cause he deems expedient, 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 Deed conveying all of Trustor's right, title and interest in and to said Property, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. 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) cost of any appraisals, environmental audits, and evidences of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest from the day of expenditure at the default rate set forth in the Note or the Loan Agreement (if no default rate is given, such interest shall accrue at the per annum rate set forth in the Note); (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 the balance of such proceeds with the County Clerk of the county in which the sale took place.

20. Trustor agrees to surrender possession of the Property to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.

21. Upon the occurrence of any default hereunder or any default under the

indebtedness secured hereby or any default under the Loan Agreement, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and 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 in such proceeds all costs and expenses incident thereto including appraisals, environmental audits, evidence of title and reasonable attorney's fees in such amount as shall be fixed by the court.

22. This Trust Deed is intended to be an assignment, security agreement, financing statement and pledge pursuant to the Uniform Commercial Code and other applicable law for any of the items specified above as part of the Property which, under applicable law, may be subject to an assignment, security interest or pledge pursuant to the Uniform Commercial Code or such other law, and Trustor hereby grants Beneficiary a security interest in said items. Portions of the Property may constitute goods which are or are to become fixtures on or relating to the improvements constructed on the Property, and this Trust Deed is to be recorded in the real estate records of the county in which the Property is located. 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. Information concerning the security interest created hereby may be obtained from Beneficiary. The legal description of the Real Property in this Trust Deed is the legal description contained in Exhibit "A" attached hereto, and Lessor is the record owner of such Real Property. In addition, Trustor authorizes Beneficiary to file financing statements describing the collateral encumbered by this Trust Deed. Upon Trustor's breach of any covenant or agreement of Trustor contained in this Trust Deed, including the covenants to pay when due all sums secured by this Trust Deed, 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 invoke the remedies provided in this Trust Deed as to such items. In exercising any of said remedies, Beneficiary may proceed against the items of real property and any items or personal property collateral 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 the Uniform Commercial Code or of the remedies provided in this Trust Deed.

23. Beneficiary may appoint a successor trustee at any time by filing for record in the officer of the County Recorder of each county in which said Property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

24. The rights and remedies of Beneficiary under this Trust Deed are cumulative. 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 hereby. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder,



including any pledgee, of the note secured hereby. In this Trust Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

25. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or trustee shall be a party, unless brought by Trustee.

26. If all or any part of said Property or an interest therein is sold or transferred by Trustor (or if a beneficial interest in Trustor is sold or transferred and Trustor is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Beneficiary's prior written consent, excluding a transfer by devise, descent or by operation of law upon the death of a joint tenant, then Beneficiary may, at Beneficiary's option, declare all the sums secured by this Trust Deed to be immediately due and payable.

28. Trustor hereby agrees to indemnify, defend, and hold harmless Beneficiary, its successors, assigns, officers, directors, employees and agents against any loss, liability, cost, injury, expense or damage, including without limitation court costs and attorneys' fees and expenses, in connection with or arising from the presence, escape, seepage, leakage, spillage, discharge or emission on or from the Property encumbered by this Trust Deed of any hazardous or toxic substances, materials or waste that are or may be regulated by federal, state or local law. This indemnification (a) shall survive the release, foreclosure or satisfaction of this Trust Deed or the transfer of the Property encumbered hereby, (b) is separate and distinct from the other obligations under this Trust Deed and the indebtedness secured hereby, and (c) is not secured by this Trust Deed.

29. Since all or a portion of the Property is an interest of the Trustor in and to a leasehold estate, the following provisions apply:

(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, derogation 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 Note, until payment in full of any such funds.

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

31. Notwithstanding any provision herein or in the Note, the total liability for payments in the nature of interest shall not exceed the limits now imposed by any applicable law.

32. 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.

33. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

TRUSTOR:

Larry H. Miller Theatres, Inc.

By: 

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 May, 2006, by Lawrence H. Miller, the Secretary of Larry H. Miller Theatres, Inc., a Utah corporation.

*Marilyn N. Smith*

Notary Public

Residing at \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_



EXHIBIT A

A part of the Southwest quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in South Jordan, Salt Lake County, Utah:

Beginning at a point on the East Line of the Bangerter Highway being 1199.40 feet North 0° 00' 42" East along the quarter section line; and 1974.09 feet North 89° 59' 18" West from the South quarter corner of said Section 20; and running thence South 89° 59' 18" East 1360.59 feet; thence South 0° 00' 42" West 573.00; thence North 89° 59' 18" West 642.74; thence North 84° 59' 59" West 80.50 feet; ; thence North 89° 59' 18" West 617.64 feet to the East Line of the Bangerter Highway; thence North 2° 00' 49" West 566.35 feet along said East line to the point of beginning.

Together with easements, rights and appurtenances as defined in that certain Operation and Easement Agreement between Target Corporation, and The District, dated January 24, 2005, recorded January 27, 2005, as Entry No. 9283656, In Book 9087, at Page 8410, in the official records of Salt Lake County.

The following is shown for information purposes only: Tax ID No.'s: Part of 27-20-301-015; Part of 27-20-351-004; 27-20-351-010; 27-20-351-011; 27-20-376-010; Part of 27-20-376-011; Part of 27-20-376-029; and Part of 27-20-376-041

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